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State University of New York

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James D. Merriman IV
Executive Director

May 25, 2004

Darlene Mengel, Ph.D.
Office of Innovative Programs
Charter Schools Unit
State Education Department
462 EBA
Albany, New York 12234

Re: Section 2852(5) submission to the Board of Regents of Proposed Charter for Grand Concourse Academy Charter School

Dear Dr. Mengel:

On May 18, 2004, the Board of Trustees of the State University of New York (the "Board of Trustees") approved application for the following proposed charter school: Grand Concourse Academy Charter School (the "Approved Application"). Subsequent thereto the Institute, on behalf of the Board of Trustees, entered into a proposed charter with the applicant for the Approved Application (the "Proposed Charter").

Now, pursuant to § 2852(5) of the Education Law, the Charter Schools Institute, acting on behalf of the Board of Trustees, hereby submits to the Board of Regents the Proposed Charter and supporting materials for its review and comment.

The submission of the Proposed Charter, consistent with the practice of the State Education Department, consists of a binder and appended materials organized as set forth below.

1. An executed transmittal form, placed at the front of the binder.

2. Eleven copies of the proposed charter and one copy of the supporting documentation. One copy of the proposed charter has been included at Tab 1 of the binder; the other ten copies are provided separately.

3. Written comment (if any) that the Institute has received from the school district in which the charter school is proposed to be located is set forth at Tab 2. In the interest of completeness, pertinent responses, from the applicant or otherwise (if any), are also provided.

4. Evidence of notification to the school district in which the charter school is proposed to be located is set forth at Tab 3.

5. Evidence of notification to public and non-public schools in the geographic vicinity of the proposed charter school is set forth at Tab 4.

In addition to the above materials, it is apparently State Education Department practice to request a determination from the charter entity that each submitted application does not involve the conversion of a private school. In this regard, please be advised that the Board of Trustees, having considered the applicable statutory factors, set forth at subdivision 2852(3) of the Education Law, and having conducted, or caused to be conducted, any necessary inquiry or investigation, is satisfied that the submitted Proposed Charter does not involve the conversion of a private school. In this regard, we further refer you to Attachment 56 of each of the Approved Application.

Please be advised as well, that, pursuant to § 2852(4) of the Education Law, State and federal fingerprint checks for the applicant for the Proposed Charter have been conducted and completed to the satisfaction of the Charter Schools Institute, acting for the Board of Trustees.

On behalf of the Board of Trustees, the Institute looks forward to working closely with the Board of Regents and the State Education Department in your review of the Proposed Charter.

Sincerely,

James D. Merriman IV

CHARTER SCHOOLS
TRANSMITTAL FORM FOR APPROVED CHARTER SCHOOL APPLICATIONS

Name of Charter School: Grand Concourse Academy Charter School

DIRECTIONS TO CHARTER ENTITIES

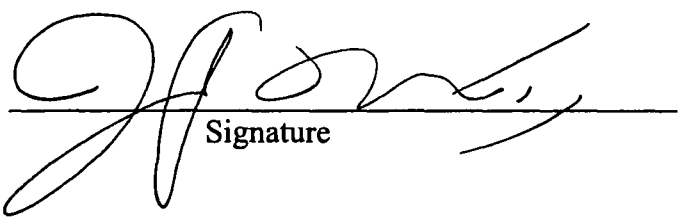
When submitting a proposed charter to the Board of Regents, please provide the following:

1. Ten Copies of the proposed charter, the application, and supporting documentation.
2. Evidence that the entity has notified the school district of the application, the district's right to comment, and the district's right to hold a public hearing.
3. Comments the entity has received from the school district.
4. Evidence that the entity has notified public and nonpublic schools in the same geographic area as the proposed charter school.
5. Evidence that the entity has determined that the application does not involve the conversion of an existing private school.
6. Evidence that the entity has obtained a criminal records check based on the fingerprints of each individual applicant named in the charter school application.

ASSURANCES

a. The charter school described in the application meets the requirements of Article 56 and all other applicable laws, rules, and regulations;
b. The applicant has the ability to operate the school in an educationally and fiscally sound manner; and
c. Granting the application is likely to improve student learning and achievement and materially further the purposes of § 2850(2) of Article 56.

James D. Merriman IV
Print Name



Signature

Check one:

☐ President, Board of Education of _____

☐ Chancellor, New York City Schools

■ Chair, SUNY Board of Trustees (Designee)

Please complete this sheet and attach it as the transmittal page for an approved charter. Submit to:

Office of Innovative Programs
State Education Department
464 EBA
Albany, New York 12234

GRAND CONCOURSE ACADEMY CHARTER SCHOOL

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CHARTER

DATED AS OF MAY 24, 2004

BETWEEN

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

AND

APPLICANT FOR THE
GRAND CONCOURSE ACADEMY CHARTER SCHOOL

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CHARTER

This agreement is executed on this 24th day of May, 2004 by and between the Board of Trustees of the State University of New York (the "**Trustees**") and Cheryl Forbes (the "**Applicant(s)**") to establish and operate the GRAND CONCOURSE ACADEMY CHARTER SCHOOL (the "**School**"), an independent and autonomous public school under the New York Charter Schools Act of 1998.

WITNESSETH:

WHEREAS the State of New York enacted the New York Charter Schools Act of 1998 (the "**Act**") as Article 56 of the Education Law, adding sections 2850-2857 to the Education Law; and

WHEREAS pursuant to section 2852 of the Education Law, the Trustees have the authority to approve applications to establish charter schools in the State of New York and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate, such agreements until issued in final form to be known as proposed charters; and

WHEREAS the Applicant(s) submitted to the Trustees an application for establishment of the School pursuant to section 2851 of the Education Law (as modified and supplemented, the "**Application**"); and

WHEREAS the Trustees have (i) determined that the Application satisfies each and every requirement set forth in subdivision 2852(2) of the Education Law and (ii) approved the Application; and

WHEREAS pursuant to the Education Law, the Board of Regents (the "**Regents**") are authorized to approve the proposed charter, issue a provisional charter, and incorporate an education corporation to establish and operate a charter school.

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1. Charter. This agreement (the "**Charter Agreement**"), which incorporates the Application, attached hereto as Exhibit A and which shall be hereafter referred to as the Terms of Operation (the "**Terms of Operation**"), the Monitoring Plan, attached hereto as Exhibit B (the "**Monitoring Plan**"), the accountability plan to be developed by the School during the first year of operation and further described herein, to be attached hereto as Exhibit C (the "**Accountability Plan**"), the additional assurances and terms, if any, set forth collectively and attached hereto as Exhibit D (the "**Additional Assurances and Terms**") and the Prior Action Visit Protocol and Checklist, attached hereto as Exhibit E (the "**Prior Action Protocol**"), shall constitute, before its approval by the Regents, the proposed charter (the "**Proposed Charter**"). If approved or deemed approved by the Regents, the Proposed Charter shall be

known as the charter (the "**Charter**"). The Charter shall be binding on the education corporation incorporated by the Regents under a certificate of incorporation issued pursuant to subdivision 2853(1) of the Education Law (the "**School Corporation**").

1.2 Effective Date; Term. The Charter shall take effect upon, and only upon, its issuance by the Regents (the "**Effective Date**") subject, however, to any limitations imposed herein and any provision to delay the effective date set forth in the Additional Assurances and Terms. The Charter shall expire five (5) years from the Effective Date, unless earlier terminated or renewed. The Charter is deemed issued upon approval of the Proposed Charter, either by action of the Regents or operation of law pursuant to subdivisions 2852(5-a) and 2852(5-b) of the Education Law. Prior to its issuance, the Proposed Charter is subject to modification or abandonment pursuant to subdivision 2852(5-b) of the Education Law. It is further understood that prior to the its issuance, modifications to the Proposed Charter, subject to the consent of the Applicant(s), may result as a consequence of comments received from the entities set forth in subdivision 2857(1) of the Education Law.

1.3 Prior Actions. Paragraph 1.2 of the Charter Agreement, hereof notwithstanding, the School Corporation shall not provide instruction to any student until and unless the Trustees issue a written statement to the School, with a copy to the Regents, attesting to the School Corporation having completed all or substantially all of the prior actions set forth at Exhibit B (the "**Prior Actions**") to the satisfaction of the Trustees with such conditions as they may require. Upon such confirmation, the restrictions on the School Corporation set forth in the immediately foregoing sentence shall be of no further force and effect. Notwithstanding the foregoing, in the event that the School Corporation is unable to take and complete the Prior Actions to the satisfaction of the Trustees prior to September 21 of the year immediately succeeding the year in which the School Corporation is originally scheduled to commence instruction as set forth in the Terms of Operation, the Charter shall be deemed to be void ab initio. Moreover, notwithstanding anything to the contrary in this paragraph, the Prior Actions are in addition to any other condition set forth in the Charter or the Act.

1.4. New Information. The School Corporation shall not provide instruction to any student and shall not be eligible to receive any funds, or if it has received funds, any further funds, as would otherwise inure to the School Corporation under section 2856 of the Education Law, if:

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

(b) the Trustees, acting on the New Information, issue in writing to the School Corporation a statement setting forth in particular the New Information and the reasons why the School Corporation shall not be permitted to provide instruction or receive the public funds contemplated under the Act. Upon appropriate showing by the School Corporation, the

Trustees may withdraw such statement and permit the School Corporation to provide instruction to students and to receive public funds contemplated under Section 2856 of the Education Law. In the event that the Trustees issue the statement described by this paragraph prior to December 31 of the year that the Charter becomes effective, and such statement is not withdrawn by the Trustees on or before September 21 of the year immediately succeeding the year in which the Charter becomes effective, the Charter shall be deemed to be void ab initio. It shall be the ongoing obligation of the Applicant(s) (until the Effective Date) and the School Corporation (upon and after the Effective Date) to provide to the Trustees in writing any New Information of which it or they is or are in, or come(s) into, possession.

SECTION 2. OPERATION OF SCHOOL

2.1 Mission Statement. The School Corporation shall operate under the mission statement set forth in the Terms of Operation. However, the School Corporation may change, amend or otherwise modify its mission statement and such changes shall not require the permission of the Trustees or constitute a revision to the Charter so long as the changes are approved by the School Board and generally consistent with the Terms of Operation, and the School Corporation reports the modification to the Trustees as part of its annual report as required by paragraph 6.1 of the Charter Agreement.

2.2 Age; Grade Range; Number of Students. The School Corporation shall provide instruction to pupils in such ages, grades and numbers in each year of operation under the Charter as is set forth in the Terms of Operation (the "**Projected Enrollment Structure**"), and shall obtain the prior written permission of the Trustees for variances from those terms, except as specifically set forth in subparagraphs a and b below.

(a) The School Corporation may enroll a total number of students different from such number as is set forth in the Projected Enrollment (the "**Projected Total Enrollment**") so long as (i) the total enrollment does not exceed the lesser of one hundred and ten percent (110%) of the Projected Total Enrollment or twenty-five students more than the Projected Total Enrollment; or (ii) the total enrollment is not less than eighty-five percent (85%) of the Projected Total Enrollment or fifty (50) students; and

(b) The School Corporation may vary the number of students in any particular grade and/or number of students within a class from that provided for in the Projected Enrollment for the purpose of accommodating staffing exigencies and attrition patterns and such changes shall not require the permission of the Trustees or constitute a revision to the Charter. Notwithstanding subparagraph a of this paragraph and the immediately foregoing, the School may not make any change in the Projected Enrollment Structure without the written permission of the Trustees that results in or has the effect of (i) eliminating or nearly eliminating a grade or grades the School was scheduled to serve under the Projected Enrollment Structure or (ii) not enrolling any returning student scheduled to be served under the Projected Enrollment Structure or (iii) eliminating any student's seat after the student has been admitted.

2.3 Admissions; Enrollment; Attendance. The School shall have in place and implement comprehensive policies for admissions, enrollment and attendance, which such policies shall be approved by the School Board and shall be consistent with applicable law. Such policies shall provide in detail the procedures and practices utilized by the School in regards to admission, enrollment, attendance and withdrawal, including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of the preferences required by law and the taking of attendance pursuant to section 104.1 of Title 8 of the New York Code of Rules and Regulations. The School Board shall have the authority to make changes to such policies and such changes shall not require the permission of the Trustees or constitute a revision to the Charter. Such changes, however, must be consistent with applicable law and regulations. The School Corporation shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at the School. The Trustees, upon a finding that the outreach and marketing measures taken by the School Corporation are inconsistent with applicable law or the Terms of Operation, may require the School Corporation to take remedial action, including but not limited to, requiring the School Corporation to extend its enrollment period, delay or void its random selection process, and/or conduct further specified outreach and marketing steps. Only to the extent specifically provided for in the Terms of Operation or the Additional Assurances and Terms shall the School provide a preference to students at risk of academic failure and/or limit admission to a single sex and any change to such preferences as are provided for by the Terms of Operation or the Additional Assurances and Terms shall require the prior written approval of the Trustees, it being understood that such changes may also require a revision to the Charter, such determination to be made by the Trustees in consultation with the Regents.

2.4 Educational Program. The School Corporation shall implement and provide educational programs that are designed to permit and do permit the students to meet or exceed the performance standards adopted by the Regents and the goals, and measures of progress towards those goals, of the School as set forth in the Accountability Plan further described below. Subject to the immediately foregoing requirements, the School Corporation shall have the right to make any modifications to the educational program as it deems necessary, including but not limited to the curriculum, pedagogical approach and staffing structure, and such modifications shall not be require the permission of the Trustees or be deemed a revision to the Charter, provided however that any such modifications shall be generally consistent with the Terms of Operation and applicable law, and the School Corporation reports such modifications on an annual basis as required by paragraph 6.1 of the Charter Agreement.

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

2.6 Accountability Plan. By May 15 of the school year in which the School Corporation commences instruction, the School Corporation shall create the Accountability Plan,

which such plan upon its completion shall be incorporated into the Charter Agreement as Exhibit C pursuant to paragraph 1.1. The Accountability Plan shall replace and substitute for the assessment measures and educational goals and objectives set forth in the Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the Terms of Operation. The specific terms, form and requirements of the Accountability Plan, including any required goals and measures, are set forth in the Accountability Plan Guidelines (the "**Accountability Plan Guidelines**") maintained and disseminated by the Trustees and such guidelines shall be binding on the School Corporation. Upon the Accountability Plan's creation, the School Corporation shall fully implement, maintain, and report progress on, the Accountability Plan pursuant to the requirements of the Accountability Plan Guidelines and the annual reporting guidelines maintained by the Trustees (the "**Annual Reporting Guidelines**") as well as by paragraph 6.1 of the Charter Agreement. Material amendments to the Accountability Plan shall be approved by the Trustees and shall be consistent with the Accountability Plan Guidelines then in effect. The School Corporation understands that its success in meeting the goals and measures set forth in the Accountability Plan shall be the predominant criterion by which the success of its education program will be evaluated by the Trustees upon the School's application for renewal of the Charter.

2.7 School Calendar; Days and Hours of Operation. The days and hours of operation of the School shall be determined by the School Corporation at its discretion subject to the following restrictions:

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

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

(c) Notwithstanding subparagraph b above, in the first school year in which the School provides instruction, the days and hours of operation shall be those set forth in the Terms of Operation, except that the School shall have the discretion, and without seeking permission of the Trustees, to (i) provide ten percent (10%) or ten (10) fewer days of instruction, whichever is less, than that amount set forth in the Terms of Operation and (ii) lengthen the

school day and school year as it deems necessary and appropriate so long as the School Corporation provides timely notice to parents of such changes.

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

2.9 Code of Ethics. The School Corporation, its trustees, officers and employees shall abide by the code of ethics of the School set forth in the Terms of Operation, and the School Corporation shall disseminate the code in written form to its trustees, officers and employees. Modifications to the code of ethics shall require prior written approval by the Trustees.

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

(a) The School Board shall initially operate pursuant to the by-laws set forth in the Terms of Operation. The School Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. Thereafter the School Board shall operate pursuant to the by-laws of the School Corporation whether such by-laws be those initially set forth in the Terms of Operation or as amended pursuant to subparagraph b of this paragraph 2.10 (initially or as amended, the "**By-laws**"), as well as the governance provisions of the Not-for-Profit Corporations and Education Law.

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

(c) The School Board shall have as its members such total number of School Trustees and shall reserve seats on the School Board for such specified members or constituent groups in such numbers as is set forth in the Terms of Operation. The By-laws shall contain provisions consistent therewith.

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

(e) Where the School Corporation has engaged an educational service provider or other entity that provides comprehensive management services to the school pursuant to a contract between such entity and the School, (whether for or not for profit), no employee, director, officer, agent or individual otherwise affiliated with such entity and/or any related entity, nor any immediate family members of such persons, shall be eligible to serve on the School Board.

(f) The School Board shall notify the Trustees within five (5) business days of the removal of, or resignation by, any member of the School Board.

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

(h) During the one-year period from the time that this Charter is declared effective, the School Board shall consist of the Founding School Trustees with such other additional members that are approved consistent with paragraph 2.11 of the Charter Agreement. In the event that more than fifty percent (50%) of the Founding School Trustees resign from or otherwise leave the School Board within one year from the Effective Date, the School shall be deemed in material violation of its Charter and may, at the sole discretion of the Trustees, be placed on probation.

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

2.12 Complaint Policy. The School Corporation shall implement and maintain a complaint policy to receive and handle complaints brought pursuant to § 2855(4) of the Education Law. Initially, such policy shall be that policy set forth in the Terms of Operation. The School Corporation shall have the power to amend the complaint policy in any way it deems necessary and appropriate, so long as, such amendments are approved by the School Board and are consistent with applicable law and due process. A copy of the School Corporation's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School and made readily available to all others requesting a copy. The School Corporation shall also provide a copy of the School's current complaint policy to the Trustees. Upon resolution of a complaint, the School Corporation shall provide to the complainant

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

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

(c) a copy of the Trustees' policies (as they are posted on the website of the Charter Schools Institute).

2.13 Contracting with an Educational Service Provider. Any entity that provides all or a substantial subset of all services necessary to operate and oversee the School's educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider ("**Educational Service Provider**") and the contract under which

such services are provided shall be referred to as the management contract ("**Management Contract**"). Any other contractual arrangements, including but not limited to leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments and other debt instruments, that are contemplated between the School Corporation on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other shall be know collectively, together with the Management Contract, as ESP Contracts ("**ESP Contracts**"). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.

(a) The Trustees reserve the right to review and disapprove for good cause shown any and all ESP Contracts that the School seeks to execute or amend during the time that the Charter is in effect. Good cause shown includes but is in no way limited to a finding that the ESP Contract or ESP Contracts at issue do not, under the totality of the circumstances, allow the School Corporation effective and sufficient means to hold the Educational Service Provider accountable, including means to terminate the Educational Service Provider without placing the School Corporation's further existence in peril. The above terms are in addition to the requirements of paragraph 2.17 of the Charter Agreement.

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

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

(d) To the extent that the Terms of Operation contemplate that the School Corporation was to be operated with the assistance of an Educational Service Provider pursuant to a Management Contract, the School Corporation shall obtain the prior written approval of the Trustees prior to operating the School without such Educational Service Provider's assistance. Notwithstanding the above, it is understood that circumstances may require the School Corporation to terminate a Management Contract and/or not renew a Management Contract and thereafter operate the School without the services of the Educational Service Provider identified in the Terms of Operation (or otherwise subsequently approved by the Trustees) prior to

obtaining the permission of the Trustees. Where the Trustees determine, at their sole discretion, that such circumstances exist, and the School Corporation has made good faith efforts to timely inform the Trustees of the circumstances, the Trustees may waive the School Corporation's breach of the prior permission requirement and allow the School Corporation to seek permission *ex post facto*.

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

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

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

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

2.15 Health Services. The School Corporation shall provide such health services as are set forth in the Terms of Operation or their equivalent, so long as the services provided meet applicable law.

2.16 Food Services. The School Corporation shall provide appropriate food services consistent with or equal to those outlined in the Terms of Operation.

2.17 Facility; Location. The building(s) in which the School is to be located shall be known as the school facility (the "**School Facility**"). Prior to May 15 of the year that the School intends to provide instruction for the first time, the School Corporation shall have:

(a) entered into a lease, purchase agreement or other such agreement which has been reviewed by counsel to the School Corporation. The School Corporation shall provide to the Trustees a letter from counsel attesting to such review prior to the May 15 deadline. The lease, purchase agreement or other such agreement shall provide the School with

all rights and permissions as are necessary to operate as a school in the School Facility according to the plan set forth in the Terms of Operation (the "**Facility Agreement**"); and

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

In the event that a Facility Agreement is not in place by May 15 of the calendar year in which the School intends to first provide instruction, the School Corporation may not commence instruction until the start of the school year succeeding such scheduled start, subject, however, to having entered into a Facility Agreement and provided such agreement as well as the Facility Completion Schedule by May 15 of such succeeding year. Notwithstanding the immediately foregoing sentence, the Trustees may waive the restrictions contained therein upon good cause shown and extend the date upon which the Facility Agreement and Facility Completion Schedule would be otherwise due. In the event that the Trustees find, through their review of the Facility Completion Schedule, the Facility Agreement or any other inquiry and investigation, that it is unlikely that the School Facility will be completed and that all Permits will be obtained in time for the opening of the School on the School's scheduled opening date, the Trustees may require the School Corporation to delay commencement of instruction until the next academic year or such other date as the Trustees may designate. In the event that the Trustees require such delay, they shall provide their reasons in writing to the School Corporation by July 15 of the year in which the School is then scheduled to provide instruction. Pursuant to subdivision 2851(2)(j) of the Education Law, and notwithstanding any contrary provision of this paragraph, in the event that the Terms of Operation do not identify the School Facility, the School shall notify the Trustees and the Regents within ten (10) business days of the School Facility having been identified. The School Corporation shall take such actions as are necessary to ensure that the Facility Agreement and Permits are valid and in force at all times that the Charter is in effect.

2.18 Change in Location. The School may change the physical location of the School Facility or obtain additional buildings for the School Facility within the same school district or specified section thereof if so identified in the Terms of Operation (in the case of the New York City School District, the borough or specified section within the district if so identified in the Terms of Operation) or obtain additional space in a building it already occupies provided that the School Corporation satisfies the provisions of the Act, including but not limited to subdivision 2853(1)(b-1) of the Education Law, and provided further that:

(a) the School Corporation notifies the Trustees of the proposed change in location or addition of facilities not less than sixty (60) days prior to taking any final action in connection therewith and provides the Trustees with (i) a Facility Completion Schedule, (ii) a

statement setting forth the material terms of the lease or purchase agreement, and (iii) a letter from legal counsel indicating that such counsel has reviewed such terms; and provided further that

(b) the Trustees do not issue a denial to the School Corporation within thirty (30) days of its receipt of such notification. The Trustees may issue a denial only for good cause. A failure to provide the Trustees with the notice period and schedule required by this paragraph, together with all material terms regarding the lease and purchase of the new proposed facility, sixty (60) days prior to executing such agreement shall constitute good cause. Notwithstanding the immediately foregoing, the Trustees may shorten or otherwise waive the sixty (60) day notice requirement for good cause shown. A failure to obtain the permission of the Trustees as specified above shall cause any Facility Agreement entered into without such permission to be voidable at the discretion of the Trustees.

2.19 Monitoring Plan and Oversight. The School Corporation and the School Board acknowledge that the Trustees, or their authorized agents, and the Regents have the right to visit, examine into and inspect the School and its records. To permit the Trustees to fulfill this oversight function under the Act and ensure that the School is in compliance with all applicable laws and regulations and the terms and conditions of this Charter, the School Corporation agrees to abide by the monitoring plan that the Institute will implement (the "**Monitoring Plan**"), the requirements of which are set forth at Exhibit B.

SECTION 3. SPECIAL EDUCATION

3.1 Provision of Services. The School Corporation shall provide services and accommodations to students with disabilities as set forth in the Terms of Operation and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) ("**Section 504**"), including providing services to attending students with disabilities in accordance with the individualized education program ("**Individualized Education Program**") recommended by the committee or subcommittee on special education of the student's school district of residence. Pursuant to subdivision 2853(4)(a) of the Education Law, the School shall provide such appropriate and required services either directly or by contract with another provider, and, to the extent not otherwise indicated in the Terms of Operation, the School Corporation may, elect to have certain services provided by a student's school district of residence. The School Corporation may seek reimbursement from a student's district of residence for special education and related services provided by the School Corporation, pursuant to a student Individualized Education Program or Section 504 plan, to the extent permitted under subdivision 2856 of the Education Law.

3.2 Funding of Services. The School Corporation is authorized to receive from a local school district direct payment of any federal or state aid attributable to a student with a disability attending the School in proportion to the level of services for such student with a disability that the School provides directly or indirectly.

SECTION 4. PERSONNEL

4.1 Status. The School Board shall employ and contract with necessary personnel. The School Corporation shall provide written notice to the Trustees within five (5) business days of the hiring or departure (by resignation or dismissal) of the director/principal of the School. The organizational structure of the School shall be consistent with the structure set forth in the Terms of Operation.

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

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

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

4.5 Background Checks; Fingerprinting. The School Corporation shall establish procedures for conducting background checks (including a check for a criminal record) of all employees (whether part or full time) of the School, as well as any individual who has regular access to the students enrolled in the school (including but not limited to employees and agents of any company or organization which is a party to a contract to provide services to the School) to the extent required by law. The School Corporation may, but is not required, to conduct any and all other background checks permitted by law.

4.6 Collective Bargaining. In the event that

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

(b) the Trustees have granted to the School Corporation a waiver pursuant to paragraph 2854(3)(b-1) of the Education Law and the School's enrollment exceeds two hundred fifty (250) at any point during the first year;

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

4.7 Pension Payments. The employees of the School Corporation may be deemed employees of the local school district for the purpose of providing retirement benefits, including membership in the teachers' retirement system and other retirement systems open to employees of public schools. The financial contributions for such benefits shall be the responsibility of the School Corporation and its employees. Notwithstanding any contrary provision of the Charter, the parties shall abide by further regulations promulgated by the Commissioner, in consultation with the New York State Comptroller, to implement the provisions of this paragraph, including section 119.2 of Title 8 of the New York Code of Rules and Regulations.

SECTION 5. FINANCIAL OPERATIONS OF SCHOOL

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

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

(b) payroll procedures;

(c) accounting for contributions and grants;

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

(e) appropriate internal financial controls and procedures.

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

5.2 Financial Statements; Interim Reports. All financial statements that the School Corporation is required to prepare shall be in accordance with generally accepted accounting principles then in effect for not-for-profit corporations. During its first year of operation, the School Corporation shall prepare and submit to the Trustees within forty-five (45) days of the end of each quarter of its fiscal year an unaudited statement of income and expenses for that preceding quarter in a form agreed upon by the Trustees and the School Corporation. The Trustees may by written request require submission of such statements in future years of the School's operation.

5.3 Audits. The School Corporation shall retain an independent certified public accountant or certified public accounting firm licensed in New York State to perform annually an audit of the School Corporation's annual financial statements. The independent audit of the School's financial statements must be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States, as well as any additional requirements and guidelines provided by the Trustees. The audited financial statements must be submitted to the Trustees by November 1 of each year. In addition, and pursuant to the same timetable, the School Corporation must require its independent certified public accountant to issue a report on compliance with laws, regulations, contracts and grants and on internal controls over financial reporting, based on their

audit of the financial statements. The School Corporation must submit this report to the Trustees together with a corrective plan addressing any weaknesses or problems identified in the planning and performance of the audit. The corrective plan must address each suggestion for consideration of management contained in the compliance report and include a timetable that identifies the date by which each corrective step will have been completed. The School Corporation shall also conduct programmatic audits when and to the extent required of other public schools, with such audit being comparable in scope to those required of other public schools.

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

5.5 Annual Budget and Cash Flow Projections. The School Corporation shall prepare and provide to the Trustees a copy of its annual budget and cash flow projection for each fiscal year by no later than June 30 of the immediately preceding fiscal year. The School Corporation shall provide its annual budget and cash flow projection for the first fiscal year in which it provides instruction by August 1 of such year in the event that the budget or projection differs in any material respect from that set forth in the Terms of Operation.

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

5.7. Insurance. The School Corporation shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students as is described in the Terms of Operation together with any other additional insurance that the School Corporation deems necessary. Such insurance policies shall be in effect by July 30 of the year in which the Charter is first effective, and, in the case of liability insurance, by such date or upon the first date that the School Corporation contracts with any employee, whichever date is earlier. The School Corporation shall provide the Trustees with certificates of insurance or other satisfactory proof evidencing coverage within five days of the commencement of each such policy. All such insurance policies shall contain a provision requiring notice to the Trustees, at least (thirty) 30 days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the School Corporation shall take all steps necessary to comply with any additional regulations promulgated by the Commissioner and Superintendent of Insurance to implement subdivision 2851(2)(o) of the Education Law.

SECTION 6. REPORTS

6.1 Annual Reports. No later than August 1 succeeding a school year in which the school provided instruction (or received funding under subdivision 2856 of the Education Law), the School Corporation, pursuant to subdivision 2857(2) of the Education Law, shall submit to the Trustees and the Regents an Annual Report setting forth the academic program and performance of the School for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the Commissioner and shall include at least the following components:

(a) a report card, which shall be in such form and provide such data as set forth at section 119.3 of Title 8 of the New York Code of Rules and Regulations; and

(b) a discussion of the progress made towards achievement of the goals set forth in this Charter, including the Accountability Plan, and the Terms of Operation; and

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

In addition, as part of the Annual Report, the School Corporation shall provide the following information to the Trustees:

(d) a report on the progress of the School in meeting the goals and measures of the Accountability Plan during the last school year (the "**Accountability Plan Progress Report**"). The Accountability Plan Progress Report must contain data addressing each goal and measure in the Accountability Plan and should report data as required by the Trustees in order for the Trustees to substantiate outcomes. The Accountability Progress Report shall be prepared pursuant to any requirements set forth by the Trustees in the Annual Reporting Guidelines as such guidelines appear on the website of the Charter Schools Institute. To the extent permitted by the Regents, the Accountability Plan Progress Report may be submitted in satisfaction of the requirement set forth at paragraph 6.1(c) of this agreement. Should the Accountability Plan Progress Report indicate that the School has not met one or more of the goals in its Accountability Plan, the Trustees may require the School to submit a Corrective Plan pursuant to paragraph 8.3 of the Charter Agreement.

(e) the school calendar for the past as well as present school year, such calendar to be consistent with paragraph 2.7(b) of the Charter Agreement, setting forth the days and hours of operation for the regular school session as well as the summer session in the succeeding calendar year, if any is to be provided; and

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

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

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

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

At its reasonable discretion, the Trustees may elect to require the School Corporation to provide other necessary supplements to the Annual Report.

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

SECTION 7. OTHER COVENANTS AND WARRANTIES

7.1 Compliance with Laws and Regulations. The School and School Corporation shall operate at all times in accordance with the Act and other applicable laws and shall meet the same health and safety, civil rights, and student assessment requirements as are applicable to other schools.

7.2 Nonsectarian Status. The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School Corporation shall not be wholly or in part under the control or direction of any religious denomination.

7.3 F.O.I.L. and Open Meetings Law. The School Corporation shall maintain and implement policies in order to ensure that it is in compliance with Articles Six and Seven of the Public Officers Law and all corresponding regulations.

7.4 Non-discrimination. The School Corporation shall not discriminate against any student, employee or any other person on the basis of ethnicity, national origin, gender, or disability or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

7.5 Transactions with Affiliates. The School Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School Corporation, any member past or present of the School Board or any employee past or present of the School Corporation, or any immediate family member of the foregoing individuals, unless

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

SECTION 8. RENEWAL; CORRECTIVE PLANS; TERMINATION

8.1 Renewal Notice. No later than August 1 in the calendar year prior to expiration of the Charter, the School Corporation may provide to the Trustees an application to renew the Charter in accordance with subdivision 2851(4) of the Education Law (the "**Renewal Application**"). The Renewal Application shall contain:

(a) a report of the progress of the School in achieving the educational objectives set forth in the charter; and

(b) a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the School that will allow a comparison of such costs to other schools, both public and private; and

(c) copies of each of the Annual Reports of the School, including the School report cards and the certified financial statements; and

(d) evidence of parent and student satisfaction; and

(e) such other material and information as is required by the Trustees.

8.2 Approval or Denial of Renewal. The Trustees shall either approve or deny the application. In the event that renewal is not approved, then the parties to the Charter shall fulfill their respective obligations hereunder to the end of the term of this Charter, and the School shall follow the procedures for dissolution as set forth in subdivision 2851(2)(t) of the Education Law as supplemented by paragraph 8.5 of this Charter Agreement. In the event that the Renewal Application is granted, the Trustees, pursuant to subdivision 2851(4) and section 2852 of the Education Law, shall enter into a proposed charter with the School Corporation and forward the proposed charter and Renewal Application to the Regents. Nothing herein shall obligate the Trustees to approve a Renewal Application.

8.3 Corrective Plans. If the Trustees determine that the School Corporation is not progressing toward one or more of the performance or education goals set forth in the Charter, that the quality of the School's educational program or governance practices are not satisfactory, or that the School Corporation is not in compliance with the terms and conditions of the Charter, including but not limited to the requirements of the Charter Agreement and the Monitoring Plan, then the Trustees, in consultation with the School Corporation, may develop and require the School Corporation to implement a corrective plan (the "**Corrective Plan**"). Nothing contained herein shall require the Trustees to undertake the development of a Corrective Plan or be in derogation of the Trustees' or the Regents' ability to revoke the Charter, place the School Corporation on probationary status, or initiate mandatory remedial action in accordance with the Act and paragraphs 8.4 and 8.5 of the Charter Agreement.

8.4 Grounds for Termination or Revocation. This Charter may be terminated and revoked:

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

(b) by mutual agreement of the parties hereto.

8.5 Notice and Procedures. Should the Trustees determine that one of the grounds for termination or revocation of the Charter has occurred or is occurring, the Trustees may, at their discretion, elect as follows:

(a) to terminate the Charter; or

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

Should the Trustees elect to terminate the Charter, notice of such shall be provided to the School Board at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the Charter, the School shall be provided an opportunity to be heard and present evidence in opposition to termination. Should the Trustees elect to place the School on probationary status, such probation shall be effective upon notice to the School Corporation. In the event that the School is placed on probationary status, and does not abide by the terms and conditions of the remedial action plan to the satisfaction of the Trustees, or refuses to implement such plan, the Trustees may declare the Charter terminated with notice of such decision to be given to the School Board at least five (5) days prior to the termination date set by the Trustees.

8.6 Dissolution. In the event of termination of the Charter (whether prematurely or otherwise), the School Corporation shall follow procedures consistent with those set forth in the Terms of Operation, as required by subdivision 2851(2)(t) of the Education Law, for the transfer of students and student records to the school district in which the School is located and for the disposition of the School Corporation's assets to the school district in which the School is located or another charter school located within the school district. In addition, in case of such an event, the School Corporation will follow any additional procedures required by the Trustees or the Regents to ensure an orderly dissolution process. The Trustees may require the creation of an escrow account for the purposes of dissolution in an amount to be determined but not to exceed $25,000 and may require such account to be established pursuant to terms and conditions determined by them.

SECTION 9. MISCELLANEOUS

9.1 Disclaimer of Liability. The parties acknowledge that the School Corporation is not operating as the agent, or under the direction and control, of the Institute, the

Trustees or the Regents except as required by law or this Charter, and that none of the Institute, the Trustees or the Regents assumes any liability for any loss or injury resulting from:

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

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

(c) any debt or contractual obligation incurred by the School Corporation. The School Corporation acknowledges that it is without authority to extend the faith and credit of the Institute, the Trustees, the Regents or the public schools to any third party.

9.2 Receipt of Summons and/or Complaint. The School Corporation shall provide written notice to the Trustees within five (5) business days of the receipt of a summons and/or complaint in which either the School Corporation or any member of the School Board (acting in his or her capacity as a member of the School Board) is a named party to the action.

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

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

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

9.6 Terms and Conditions of Operation. The parties hereto expressly agree that the Terms of Operation set forth overall goals, standards and general operational policies of the School, and that the Terms of Operation are not a complete statement of each detail of the School's operation. To the extent that the School Corporation desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Terms of Operation, the School Corporation shall be permitted to implement such policies, procedures, and specific terms of operation without seeking the permission of the Trustees or a revision to the Charter, provided that such policies, procedures and terms of operation and any changes thereto are not otherwise prohibited, circumscribed or limited by the Act, other applicable law or the Charter. Where there is a conflict between the terms of the Charter Agreement and the Terms of Operation, the terms of the Charter Agreement shall govern. Where a provision of the Charter Agreement provides additional terms or conditions as to modifying a specific policy, provision or term of operation, such specific terms and conditions shall govern. Where a provision of the Additional Assurances and Terms conflicts with the Terms of Operation or the Charter Agreement such provision of the Additional Assurances and Terms shall govern.

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

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

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

If to the School Corporation: Cheryl Forbes [redacted] NY

With a copy to: Joyce M. Davis [redacted] NY

If to the Trustees: Compliance Desk
Charter Schools Institute
74 North Pearl Street, 4th Floor
Albany, New York 12207

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

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

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

REDACTED

[Remainder of page intentionally left blank]

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

5/21/04
Date

By: James D. Merriman IV, acting for the Board of Trustees of the State University of New York

Title: Executive Director, Charter Schools Institute, State University of New York

GRAND CONCOURSE ACADEMY CHARTER SCHOOL

Cheryl L. Forbes May 21, 2004
Date

By:

Title: Applicant

EXHIBIT A

TERMS OF OPERATION

EXHIBIT B

MONITORING PLAN

Monitoring Plan

As provided in Paragraph 6.2 of the Charter Agreement, the School Corporation agrees to abide by a Monitoring Plan, the general components of which are set forth below. The requirements of the Monitoring Plan are in addition to any notification, record-keeping, or reporting requirements set forth in the Charter or applicable law, including any obligation to receive the written approval of the Trustees and/or to seek approval for revision of the Charter pursuant to subdivision 2852(7) of the Education Law.

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

1. Records concerning the enrollment and admissions process including all applications received and documents concerning the lottery process if conducted;

2. Student academic and health records;

3. Attendance records for students, including withdrawals of students from the school;

4. Individual Education Programs for children with disabilities enrolled in the school;

5. Staff rosters, including records of hiring, resignation, and termination of employees of the School Corporation;

6. Evidence of credentials for all teachers;

7. Evidence that required background checks, if any, have been conducted;

8. Certificates of occupancy;

9. Other facility-related certifications or permits;

10. Lease agreements;

11. Deeds;

12. Loan documents;

13. Contracts in excess of $1,000;

14. School policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), health and safety, student privacy and transportation;

15. Grievances made by students, parents, teachers, and other employees of the School Corporation, including, but not limited to , complaints received by the School Board pursuant to subdivision 2855(4), together with documentation of all actions taken in response;

16. Inventory of all assets of the School Corporation that have been purchased with public funds; and

17. Documents sufficient to substantiate the School's progress on the measurable goals set forth in the Accountability Plan.

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

1. Make at least two visits to the School in its first year of operation. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the director of the school and other personnel, and observation of instructional methods. Where appropriate, such visits will decrease in frequency after the first year of operation;

2. Make unannounced visits to the School;

3. Require the School to make available necessary information in response to the Trustee's inquiries, including information necessary for the Trustees to prepare annual or semi-annual evaluations of the school's financial operations, academic program, future outlook and other areas;

4. Conduct internal investigations as appropriate in response to (i) concerns raised by students, parents, employees, local school districts and other individuals or groups, including but not limited to, complaints brought pursuant to subdivision 2855(4) of the Act. Where appropriate, the Trustees shall issue remedial orders as permitted by subdivision 2855(4) of the Education Law;

5. Review as necessary the school's operations to determine whether any changes in such operations require formal revision of the charter pursuant to subdivision 2852(7) of the Education Law and, if so, determine whether such revision should be recommended for approval;

6. Encourage relevant officers, employees and agents of the School Corporation to attend conferences, seminars and training sessions identified or sponsored by the Trustees and which are designed to assist the School Corporation to fulfill its mission.

C. The School Board shall provide the Trustees with a copy of all minutes from each of its meetings and executive sessions on a timely basis.

EXHIBIT C

ACCOUNTABILITY PLAN

[PLAN TO BE DEVELOPED]

EXHIBIT D

ADDITIONAL ASSURANCES AND TERMS

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EXHIBIT E

PRIOR ACTION VISIT PROTOCOL
AND
CHECKLIST

Prior Action Visit Protocol

Prior to the Trustees authorizing the School Corporation to commence operations, the School Corporation must demonstrate that it has completed the Prior Actions required of it. As set forth at paragraph 1.3 of this charter agreement, the Prior Actions are in addition to any other requirements imposed by the Act or the Charter. A checklist of the Prior Actions that need to be taken by the School Corporation are set forth below (the "Prior Action Checklist").

By or before August 1 of the year in which the School Corporation is first scheduled to commence instruction (or, if the School is scheduled to provide instruction prior to that date, by such date as required by the Trustees), the School Corporation shall provide to the Trustees for each item on the Prior Action Checklist an indication of whether such item has been completed as of such date. For each item not then completed, the School Corporation shall provide a status report and indicate the date on which such item shall have been completed.

The Trustees will visit the School Building for an inspection and review prior to the time that the School is scheduled to commence instruction (the "Pre-Opening Review"). The Pre-Opening Review will occur, at the earliest, fifteen days prior to such date. The Pre-Opening Review will be structured according to the checklist set forth below. The School Corporation shall have available for review by the Trustees all documents necessary to confirm the completion of each item required.

PRIOR ACTION CHECKLIST

School Name _____ Evaluator's Name _____ Date _____

GOVERNANCE AND MANAGEMENT

Satisfactorily Completed	Item	*Comments*	*Date Completed*
	The Board of Trustees has been established.		
	A permanent head of the school has been named.		
	Other key leadership roles in the school are filled, or adequately covered.		
	By-laws ratified.		
	Management contract executed.		

STAFFING

Satisfactorily Completed	Item	Comments	Date Completed
	The number of teachers is adequate and their assignments match the staffing plan.		
	Teachers are certified in accordance with Section 2854(a-1) of the Charter Law.		
	There is documentation that required background checks for all staff have been completed.		

CURRICULUM AND INSTRUCTION

Satisfactorily Completed	Item	Comments	Date Completed
	Needed instructional materials and supplies have been distributed to classrooms at every grade level.		
	A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.		
	Provisions have been made for assessing and serving students with special needs.		
	The school is prepared to provide instruction in each approved grade and only in such grades.		

STUDENTS AND PARENTS

Satisfactorily Completed	Item	Comments	Date Completed
	Parent and student orientation is completed or scheduled.		
	Student enrollment procedures have been documented and a student roster is available to teachers.		
	Student records have been received or requested and are/will be available to teachers for planning.		
	A preliminary count of students with special needs is available.		
	Student policies (including suspension and expulsion policies) have been established and are available to students and parents in written form.		
	Procedures, including security procedures, are in place for creating, storing and using student academic, attendance, and discipline records.		

FACILITIES, FURNISHINGS AND EQUIPMENT

Satisfactorily Completed	Item	Comments	Date Completed
	Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.		
	Space is accessible, clean, and well-lighted.		
	A certificate of occupancy is on file.		
	Certificates of insurance are on file, meeting at least the minimum levels required by the Charter Schools Act.		
	Space is safe and secure; entrance and egress from the school's space is adequately controlled.		

ACCOUNTABILITY

Satisfactorily Completed	Item	Comments	Date Completed
	There is a staff person who is assigned the responsibility for accountability.		

OTHER

Satisfactorily Completed	Item	Comments	Date Completed

Charter Schools Institute
State University of New York

NO COMMENTS RECEIVED FROM SCHOOL DISTRICT

74 North Pearl Street, 4th Floor, Albany, New York 12207 • Phone: (518) 433-8277 • Fax: (518) 427-6510
www.newyorkcharters.org

3

A

Charter Schools Institute
State University of New York

74 North Pearl Street, 4th Floor
Albany, New York 12207
Phone: (518) 433-8277
Fax: (518) 427-6510
www.newyorkcharters.org

James D. Merriman IV
Executive Director

MEMORANDUM

TO: Superintendents of Public School Districts in New York State

FROM: James D. Merriman, Executive Director

DATE: March 4, 2004

RE: Applications for Charter Schools

Under the New York Charter Schools Act of 1998, the Board of Trustees of the State University of New York is empowered to receive, review, and approve applications for charter schools. The Charter Schools Institute was created by the Trustees to assist them in fulfilling these responsibilities.

The Board has, as of today, received seven applications for new public charter schools. We enclose, for your information, a chart summarizing these applications. As you review this chart to determine whether one or more of the applications propose a charter school within your district's boundaries, please keep in mind that much of the information is preliminary, including the location of the proposed charter school.

The Institute is now in the process of reviewing all applications received. It is expected that sometime in May or June 2004 a formal recommendation will be made to the Board of Trustees regarding which applications should be either advanced for further consideration or considered for approval. The Board of Trustees may vote thereafter to formally approve applications, after which the proposed charters will be forwarded to the Board of Regents for its review.

At the time the Board of Trustees takes action, we will notify all relevant public and non-public schools of that fact as required by §2857(1) of the New York State Education Law. We will also provide such notification to affected public and non-public schools at each subsequent stage of the chartering process.

In addition, the Institute makes available for inspection any application it receives. Because the release of applications to the public, without first removing certain information, would constitute an unwarranted invasion of personal privacy (and possibly a violation of federal privacy law), the applications are made available only after such information is redacted. If your district was specified as the proposed location of a charter school, you will receive a courtesy copy of the redacted application under separate cover.

Should you have any questions on the above, or on charter schools generally, please feel free to contact the Institute. Thank you.

CHARTER SCHOOL APPLICATIONS – Spring 2004 **Proposed Opening Fall 2005**

CSI ID No.	Status	Location	School District	Proposed Charter School Name	Grade(s) Yr. 1	# of Students Yr. 1	Media Contact	Media Contact Telephone #	Management Company or Significant Partner (If Any)	Management Company Contact
2004-185	Pending	Manhattan	NYC CSD 5	Harlem Link Charter School	K, 1	108	Steve Evangelista	917-670-4770	N/A	N/A
2004-186	Pending	Bronx	NYC CSD 9	Grand Concourse Academy Charter School	K-2	175	Rev. Dr. Joe Bush, Sr.	917-287-9928	N/A	N/A
2004-187	Pending	Erie County	Buffalo CSD	The Young Women's Collegiate Charter School	6-8	180	Teena Jackson	716-228-6161	N/A	N/A
2004-188	Pending	Rensselaer County	Troy CSD	Capital Academy Charter School	6-8	120	Murat Yuksel	518-892-6563	N/A	N/A
2004-189	Pending	Brooklyn	NYC CSD 14	Masters Charter School	6, 7	150	David Mertens or Eddie Calderon-Melendez	917–309-6460 or 718-599-9224 718-387-8100	N/A	N/A
2004-190	Pending	Brooklyn	NYC CSD 20, 21 and 22	Liberty Academy Charter School	K-4	240	Patrick Condren	718-491-1705	National Heritage Academies	Nick Paradiso 518-221-9730
2004-191	Pending	Albany County	Albany CSD	Achievement Academy Charter School	5	75	Orville Abrahams	518-374-9136 Ext. 143	Achievement First, Inc.	Doug McCurry 203-773-0390

Albany City School District
[redacted]perintendent
[redacted]cademy Park
Albany, NY 12207

Berne-Knox-Westerlo Central School District
Superintendent
1738 Helderberg Trail
Berne, NY 12023

Bethlehem Central School District
Superintendent
90 Adams Place
Delmar, NY 12054

Ravena-Coeymans-Selkirk Central School District
Superintendent
26 Thatcher Street
Selkirk, NY 12158

Cohoes City School District
Superintendent
[redacted]levan Street
[redacted]ohoes, NY 12047

South Colonie Central School District
Superintendent
102 Loralee Drive
Albany, NY 12205

North Colonie Central School District
Superintendent
91 Fiddlers Lane
Latham, New York 12110-5349

Menands Union Free School District
Superintendent
17 Wards Lane
Menands, NY 12204

Maplewood Common School District
Superintendent
32 Cohoes Road
Watervliet, NY 12189

Green Island Union Free School District
Superintendent
171 Hudson Avenue
Green Island, NY 12183

Guilderland Central School District
[redacted]erintendent
[redacted]6 State Farm Road
Guilderland, NY 12084

Voorheesville Central School District
Superintendent
432 New Salem Road
Voorheesville, NY 12186

Watervliet City School District
Superintendent
Tenth Avenue & 25th Street
Watervliet, NY 12189

Alfred-Almond Central School District
Superintendent
6795 Route 21
Almond, NY 14804

Andover Central School District
[redacted]ntendent
[redacted] Elm Street
[redacted]dover, NY 14806

Genesee Valley Central School District
At Angelica Belmont
Superintendent
24 South Street
Belmont, NY 14813

Belfast Central School District
Superintendent
One King Street
Belfast, NY 14711

Canaseraga Central School District
Superintendent
4-8 Main Street
Canaseraga, NY 14822

Friendship Central School District
Superintendent
46 West Main Street
[redacted]iendship, NY 14739

Fillmore Central School District
Superintendent
P.O. Box 177
Fillmore, NY 14735

Whitesville Central School District
[redacted]erintendent
[redacted]2 Main Street
Whitesville, NY 14897

Cuba-Rushford Central School District
Superintendent
5476 Route 305
Cuba, NY 14727

Scio Central School District
Superintendent
3968 Washington Street
Scio, NY 14880

Wellsville Central School District
Superintendent
126 West State Street
Wellsville, NY 14895

Bolivar-Richburg Central School District
[redacted]perintendent
[redacted]chool Street
[redacted]ivar, NY 14715

Chenango Forks Central School District
Superintendent
One Gordon Drive
Binghamton, NY 13901

Binghamton City School District
Superintendent
164 Hawley Street
Binghamton, NY 13901

Harpursville Central School District
Superintendent
54 Main Street
Harpursville, NY 13787

Susquehanna Valley Central School
Superintendent
1040 Conklin Road
[redacted]onklin, NY 13748

Chenango Valley Central School District
Superintendent
1160 Chenango Street
Binghamton, NY 13901

Maine-Endwell Central School District
Superintendent
[redacted] Farm-to-Market Road
Endwell, NY 13760

Deposit Central School District
Superintendent
171 Second Street
Deposit, NY 13754

Whitney Point Central School District
Superintendent
10 Keibel Road
Whitney Point, NY 13862

Union-Endicott Central School District
Superintendent
1100 East Main Street
Endicott, NY 13760

Johnson City Central School District
[redacted]perintendent
[redacted] Reynolds Road
[redacted]nson City, NY 13790

Vestal Central School District
Superintendent
201 Main Street
Vestal, NY 13850

Windsor Central School District
Superintendent
215 Main Street
Windsor, NY 13865

West Valley Central School District
Superintendent
5359 School Street
West Valley, NY 14171

Allegany - Limestone Central School District
Superintendent
3131 Five Mile Road
Allegany, NY 14706

Ellicottville Central School District
Superintendent
5873 Route 219
Ellicottville, NY 14731

Franklinville Central School District
Superintendent
North Main Street
Franklinville, NY 14737

Hinsdale Central School District
Superintendent
3701 Main Street
Hinsdale, NY 14743

Cattaraugus-Little Valley Central School District
Superintendent
207 Rock City Street
Little Valley, NY 14755

Olean City School District
Superintendent
0 West Sullivan Street
an, NY 14760

Gowanda Central School District
Superintendent
10674 Prospect Street
Gowanda, NY 14070

Portville Central School District
Superintendent
Elm Street
Portville, NY 14770

Randolph Central School District
Superintendent
18 Main Street
Randolph, NY 14772

Randolph Academy Union Free School District
Superintendent
336 Main Street
Randolph, NY 14772

Salamanca City School District
Superintendent
50 Iroquois Drive
Salamanca, NY 14779

Yorkshire-Pioneer Central School District
[redacted]perintendent
[redacted]unty Line Road
Yorkshire, NY 14173

Auburn City School District
Superintendent
78 Thornton Avenue
Auburn, NY 13021

Weedsport Central School District
Superintendent
2821 East Brutus Street
Weedsport, NY 13166

Cato-Meridian Central School District
Superintendent
2851 State Route 370
Cato, NY 13033

Southern Cayuga Central School District
Superintendent
[redacted]Route 34B
[redacted]ora, NY 13026

Port Byron Central School District
Superintendent
30 Maple Avenue
Port Byron, NY 13140

Moravia Central School District
Superintendent
68 South Main Street
Moravia, NY 13118

Union Springs Central School District
Superintendent
239 Cayuga Street
Union Springs, NY 13160

Southwestern Central School District
at Jamestown
Superintendent
600 Hunt Road
[redacted]mestown, NY 14701

Frewsburg Central School District
Superintendent
26 Institute Street
Frewsburg, NY 14738

Cassadaga Valley Central School District
Superintendent
[redacted]ute 60
Sinclairville, NY 14782

Chautauqua Lake Central School District
Superintendent
100 North Erie Street
Mayville, NY 14757-9755

Pine Valley Central School District (South Dayton)
Superintendent
7755 Route 83
South Dayton, NY 14138

Clymer Central School District
Superintendent
8672 East Main Street
Clymer, NY 14724

Dunkirk City School District
Superintendent
[redacted]0 Marauder Drive
[redacted]nkirk, NY 14048

Bemus Point Central School District
Superintendent
3980 Dutch Hollow Road
Bemus Point, NY 14712

Falconer Central School District
Superintendent
2 East Avenue, North
Falconer, NY 14733

Silver Creek Central School District
Superintendent
Dickinson Street
Silver Creek, NY 14136

Forestville Central School District
Superintendent
12 Water St
Forestville, NY 14062

Panama Central School District
Superintendent
41 North Street
Panama, NY 14767

Jamestown City School District
Superintendent
East Fourth Street
Jamestown, NY 14701

Fredonia Central School District
Superintendent
425 East Main Street
Fredonia, NY 14063

Brocton Central School District
Superintendent
138 West Main Street
Brocton, NY 14716

Ripley Central School District
Superintendent
12 North State Street
Ripley, NY 14775

Sherman Central School District
Superintendent
Park Street
Sherman, NY 14781

Westfield Central School District
Superintendent
203 East Main Street
Westfield, NY 14787

Elmira City School District
Superintendent
951 Hoffman Street
Elmira, NY 14905

Horseheads Central School District
Superintendent
One Raider Lane
Horseheads, NY 14845

Elmira Heights Central School District
Superintendent
100 Robinwood Avenue
Elmira Heights, NY 14903

Afton Central School District
Superintendent
29 Academy Street
Afton, NY 13730

Bainbridge-Guilford Central School District
Superintendent
[redacted] Juliand Street
Bainbridge, NY 13733

Greene Central School District
Superintendent
40 South Canal Street
Greene, NY 13778

Unadilla Valley Central School District
Superintendent
One School Street
New Berlin, NY 13411

Norwich City School District
Superintendent
112 South Broad Street
Norwich, NY 13815

Georgetown-South Otselic Central School District
Superintendent
[redacted]5 County Road, Box 13A
[redacted]uth Otselic, NY 13155

Oxford Academy & Central School District
Superintendent
10 Fort Hill Park
Oxford, NY 13830

Sherburne-Earlville Cental School District
Superintendent
15 School Street
Sherburne, NY 13460

Ausable Valley Central School District
Superintendent
1273 Route 9N
Clintonville, NY 12924

Beekmantown Central School District
Superintendent
6944 Route 22
P.O. Box 829
[redacted]ttsburgh, NY 12901

Northeastern Clinton Central School District
Superintendent
103 Route 276
Champlain, NY 12919

Chazy Union Free School District
[redacted]erintendent
[redacted] Miner Farm Road
Chazy, NY 12921

Northern Adirondack Central School District
Superintendent
Route 11
Ellenburg Depot, NY 12935

Peru Central School District
Superintendent
17 School Street
Peru, NY 12972

Plattsburgh City School District
Superintendent
49 Broad Street
Plattsburgh, NY 12901

Saranac Central School District
Superintendent
[redacted]mmons Street
[redacted]nemora, New York 12929

Berkshire Union Free School District
Superintendent
13640 Route 22
Canaan, NY 12029

Taconic Hills Central School District
Superintendent
73 County Route 11A
Craryville, NY 12521

Germantown Central School District
Superintendent
123 Main Street
Germantown, NY 12526

Chatham Central School District
Superintendent
50 Woodbridge Avenue
[redacted]hatham, NY 12037

Hudson City School District
Superintendent
621 State Route 23B
Hudson, NY 12534

Kinderhook Central School District
[redacted]perintendent
[redacted]0 Route 9
Valatie, NY 12184

New Lebanon Central School District
Superintendent
14665 Route 22
West Lebanon, NY 12195

Cincinnatus Central School District
Superintendent
2809 Cincinnatus Road
Cincinnatus, NY 13040

Cortland City School District
Superintendent
One Valley View Drive
Cortland, NY 13045

McGraw Central School District
Superintendent
[redacted] West Academy Street
[redacted]. Box 556
McGraw, NY 13101

Homer Central School District
Superintendent
80 South West Street
Homer, NY 13077

Marathon Central School District
Superintendent
One East Main Street
Marathon, NY 13803

Andes Central School District
Superintendent
Delaware Avenue
Andes, NY 13731

Downsville Central School District
Superintendent
Maple Avenue
Downsville, NY 13755

Charlotte Valley Central School District
Superintendent
Route 23
Davenport, NY 13750

Delhi Central School District
Superintendent
[redacted]heldon Drive
Delhi, NY 13753

Franklin Central School District
Superintendent
15 Institute Street
Franklin, NY 13775

Hancock Central School District
Superintendent
67 Education Lane
Hancock, NY 13783

Margaretville Central School District
Superintendent
415 Main Street
Margaretville, NY 12455

Roxbury Central School District
Superintendent
[redacted]ain Street
[redacted]xbury, NY 12474

Sidney Central School District
Superintendent
95 West Main Street
Sidney, NY 13838

Stamford Central School District
Superintendent
One River Street
Stamford, NY 12167

South Kortright Central School District
Superintendent
58200 State Highway 10
South Kortright, NY 13842

Walton Central School District
Superintendent
47-49 Stockton Avenue
Walton, NY 13856

Beacon City School District
Superintendent
10 Education Drive
Beacon, NY 12508

Dover Union Free School District
[redacted]perintendent
[redacted]8 Route 22
Dover Plains, NY 12522

Hyde Park Central School District
Superintendent
386 Violet Avenue
Hyde Park, NY 12538

Northeast Central School District
Superintendent
Haight Road
Amenia, NY 12501

Pawling Central School District
Superintendent
7 Haight Street
Pawling, NY 12564

Pine Plains Central School District
Superintendent
[redacted]29 Church Street
[redacted]e Plains, NY 12567

Poughkeepsie City School District
Superintendent
11 College Avenue
Poughkeepsie, NY 12603

Arlington Central School District
Superintendent
696 Dutchess Turnpike
Poughkeepsie, NY 12603

Spackenkill Union Free School District
Superintendent
15 Croft Road
Poughkeepsie, NY 12603

Red Hook Central School District
Superintendent
9 Mill Road
[redacted]ed Hook, NY 12571

Rhinebeck Central School District
Superintendent
45 North Park Road
Rhinebeck, NY 12572

Wappingers Central School District
Superintendent
29 Marshall Road
Wappingers Falls, NY 12590

Millbrook Central School District
Superintendent
Thorne Building-Maple Road
Millbrook, NY 12545

Alden Central School District
Superintendent
13190 Park Street
Alden, NY 14004

Amherst Central School District
Superintendent
ings Highway
herst, NY 14226

Williamsville Central School District
Superintendent
105 Casey Road
East Amherst, NY 14051

Sweet Home Central School District
Superintendent
1901 Sweet Home Road
Amherst, NY 14228

East Aurora Union Free School District
Superintendent
430 Main Street
East Aurora, NY 14052

Buffalo City School District
Superintendent
708 City Hall
Buffalo, NY 14202

Cheektowaga Central School District
Superintendent
3600 Union Road
Cheektowaga, NY 14225

Cheektowaga-Maryvale Union Free School District
Superintendent
1050 Maryvale Drive
Cheektowaga, NY 14225

Cleveland Hill Union Free School District
Superintendent
105 Mapleview Road
Cheektowaga, NY 14225

Depew Union Free School District
Superintendent
591 Terrace Boulevard
Depew, NY 14043

Cheektowaga-Sloan Union Free School District
Superintendent
166 Halstead Avenue
Sloan, NY 14212

Clarence Central School District
Superintendent
[redacted]5 Main Street
Clarence, NY 14031

Springville-Griffith Institute Central School District
Superintendent
307 Newman Street
Springville, NY 14141

Eden Central School District
Superintendent
P.O. Box 267
Eden, NY 14057

Iroquois Central School District
Superintendent
2111 Girdle Road
Elma, NY 14059

Evans-Brant Central School District (Lake Shore)
Superintendent
8855 Erie Road
[redacted]ngola, NY 14006

Grand Island Central School District
Superintendent
1100 Ransom Road
Grand Island, NY 14072

Hamburg Central School District
Superintendent
[redacted]5 Abbott Road
Hamburg, NY 14075

Hopevale Union Free School District at Hamburg
Superintendent
3780 Howard Road
Hamburg, NY 14075

Frontier Central School District
Superintendent
S-5120 Orchard Avenue
Hamburg, NY 14075

Holland Central School District
Superintendent
103 Canada Street
Holland, NY 14080

Lackawanna City School District
Superintendent
[redacted] Johnson Street
[redacted]kawanna, NY 14218

Lancaster Central School District
Superintendent
177 Central Avenue
Lancaster, NY 14086

Akron Central School District
Superintendent
47 Bloomingdale Avenue
Akron, NY 14001

North Collins Central School District
Superintendent
2045 School Street
North Collins, NY 14111

Orchard Park Central School District
Superintendent
3330 Baker Road
Orchard Park, NY 14127

Tonawanda City School District
Superintendent
202 Broad Street
Tonawanda, NY 14150

Kenmore-Tonawanda Union Free School District
[redacted]erintendent
[redacted]0 Colvin Boulevard
Buffalo, NY 14223

West Seneca Central School District
Superintendent
1397 Orchard Park Road
West Seneca, NY 14224

Crown Point Central School District
Superintendent
2758 Main Street
Crown Point, NY 12928

Elizabethtown-Lewis Central School District
Superintendent
Court Street
Elizabethtown, NY 12932

Keene Central School District
[redacted]rintendent
[redacted]et Street
[redacted]ene Valley, NY 12943

Minerva Central School District
Superintendent
1466 County Route 29
Olmstedville, NY 12857

Moriah Central School District
Superintendent
H. C. R. 1, Box 7A
Port Henry, NY 12974

Newcomb Central School District
Superintendent
5535 Route 28N
Newcomb, NY 12852

Lake Placid Central School District
Superintendent
23 Cummins Road
Lake Placid, NY 12946

Schroon Lake Central School District
Superintendent
1125 Route 9
Schroon Lake, NY 12870

Ticonderoga Central School District
[redacted]erintendent
[redacted]mherst Avenue
Ticonderoga, NY 12883

Westport Central School District
Superintendent
55 Sisco Street
Westport, NY 12993

Willsboro Central School District
Superintendent
18 Farrell Road
Willsboro, NY 12996

Tupper Lake Cental School District
Superintendent
294 Hosley Avenue
Tupper Lake, NY 12986

Chateaugay Central School District
Superintendent
[redacted] River Street
[redacted]teaugay, NY 12920

Salmon River Central School District
Superintendent
637 County Route 1
Fort Covington, NY 12937

Saranac Lake Central School District
Superintendent
99 Lapan Highway
Saranac Lake, NY 12983

Malone Central School District
Superintendent
80 West Street
Malone, NY 12953

Brushton-Moira Central School District
Superintendent
Gale Road
Brushton, NY 12916
[redacted]

St. Regis Falls Central School District
Superintendent
92 North Main Street
St. Regis Falls, NY 12980

Wheelerville Union Free School District
[redacted]erintendent
[redacted]7 State Highway 10
Caroga Lake, NY 12032

Gloversville City School District
Acting Superintendent
243 Lincoln Street
Gloversville, NY 12078

Johnstown City School District
Superintendent
2 Wright Drive, Suite 101
Johnstown, NY 12095

Mayfield Central School District
Superintendent
27 School Street
Mayfield, NY 12117

Northville Central School District
Superintendent
[redacted] South Third Street
[redacted]rthville, NY 12134

Oppenheim-Ephratah Central School District
Superintendent
6486 State Highway 29
St. Johnsville, NY 13452

Broadalbin-Perth Central School District
Superintendent
14 School Street
Broadalbin, NY 12025

Alexander Central School District
Superintendent
3314 Buffalo Street
Alexander, NY 14005

Batavia City School District
Superintendent
39 Washington Avenue
[redacted]atavia, NY 14021

Byron-Bergen Central School District
Superintendent
6917 West Bergen Road
Bergen, NY 14416

Elba Central School District
[redacted]erintendent
[redacted]South Main Street
Elba, NY 14058

Le Roy Central School District
Superintendent
2-6 Trigon Park
Le Roy, NY 14482

Oakfield-Alabama Central School District
Superintendent
7001 Lewiston Road
Oakfield, NY 14125

Pavilion Central School District
Superintendent
7014 Big Tree Road
Pavilion, NY 14525

Pembroke Central School District
[redacted]perintendent
[redacted].tes 5 & 77
[redacted]fu, NY 14036

Cairo-Durham Central School District
Superintendent
424 Main Street
Cairo, NY 12413

Catskill Central School District
Superintendent
343 West Main Street
Catskill, NY 12414

Coxsackie-Athens Central School District
Superintendent
24 Sunset Boulevard
Coxsackie, NY 12051

Greenville Central School District
Superintendent
4972 Route 81
Greenville, NY 12083

Hunter-Tannersville Central School District
Superintendent
6094 Main Street
Tannersville, NY 12485

Windham-Ashland-Jewett Central School District
[redacted]erintendent
[redacted]in Street
Windham, NY 12496

Piseco Common School District
Superintendent
Route 8
Piseco, NY 12139

[redacted]lian Lake Central School District
[redacted]perintendent
28 West Main Street
Indian Lake, NY 12842

Inlet Common School District
Superintendent
Route 28
P.O. Box 207
Old Forge, NY 13420

Lake Pleasant Central School District
Superintendent
[redacted]n Lake Road
[redacted]culator, NY 12164

Long Lake Central School District
Superintendent
School Street
Long Lake, NY 12847

[redacted]aquette Lake Union Free School District
Superintendent
115 Route 28
Raquette Lake, NY 13436

Wells Central School District
Superintendent
Route 30
Wells, NY 12190

West Canada Valley Central School District
Superintendent
5447 State Route 28
[redacted]ewport, NY 13416

Frankfort-Schuyler Central School District
Superintendent
605 Palmer Street
Frankfort, NY 13340

Ilion Central School District
[redacted]erintendent
[redacted]ber Avenue
Ilion, NY 13357

Mohawk Central School District
Superintendent
28 Grove Street
Mohawk, NY 13407

Herkimer Central School District
Superintendent
801 West German Street
Herkimer, NY 13350

Little Falls City School District
Superintendent
15 Petrie Street
Little Falls, NY 13365

Dolgeville Central School District
[redacted]erintendent
[redacted]son Street Extension
[redacted]geville, NY 13329

Poland Central School District
Superintendent
74 Cold Brook Street
Poland, NY 13431

VanHornesville-Owen D. Young
Central School District
Superintendent
2316 State Route 80
Van Hornesville, NY 13475

Town Of Webb Union Free School District
Superintendent
3002 Main Street
Old Forge, NY 13420

Bridgewater-West Winfield Central School District
Superintendent
500 Fairground Road
[redacted]est Winfield, NY 13491

South Jefferson Central School District
Superintendent
131-80 US Route 11
Adams Center, NY 13606

Alexandria Central School District
[redacted]erintendent
[redacted] Bolton Avenue
Alexandria Bay, NY 13607

Indian River Central School District
Superintendent
327-35B County Route 29
Philadelphia, NY 13673

General Brown Central School District
Superintendent
[redacted]-43 Cemetery Road
Dexter, NY 13634

Thousand Islands Central School District
Superintendent
8483 County Route 9
Clayton, NY 13624

Belleville Henderson Central School District
Superintendent
[redacted]72 County Route 75
[redacted]lleville, NY 13611

Sackets Harbor Central School District
Superintendent
Broad Street
Sackets Harbor, NY 13685

Lyme Central School District
Superintendent
118-68 Academy Street
Chaumont, NY 13622

La Fargeville Central School District
Superintendent
205-03 Sunrise Avenue
La Fargeville, NY 13656

Watertown City School District
Superintendent
376 Butterfield Avenue
[redacted]atertown, NY 13601

Carthage Central School District
Superintendent
250-59 County Route 197
Carthage, NY 13619

Copenhagen Central School District
[redacted]erintendent
[redacted] Mechanic Street
Copenhagen, NY 13626

Harrisville Central School District
Superintendent
Mill Street
Harrisville, NY 13648

Lowville Academy & Central School District
Superintendent
7668 State Street
Lowville, NY 13367

South Lewis Central School District
Superintendent
East Road
Turin, NY 13473

Beaver River Central School District
[redacted]erintendent
[redacted] Road
[redacted]aver Falls, NY 13305

Avon Central School District
Superintendent
191 Clinton Street
Avon, NY 14414

Caledonia-Mumford Central School District
Superintendent
99 North Street
Caledonia, NY 14423

Geneseo Cental School District
Superintendent
4050 Avon Road
Geneseo, NY 14454

Livonia Central School District
Superintendent
6 Puppy Lane
[redacted]ivonia, NY 14487

Mount Morris Central School District
Superintendent
30 Bonadonna Avenue
Mount Morris, NY 14510

Dansville Central School District
[redacted]perintendent
[redacted] Main Street
Dansville, NY 14437

Dalton-Nunda Central School District (Keshequa)
Superintendent
15 Mill Street
Nunda, NY 14517

York Central School District
Superintendent
2578 Genesee Street
Retsof, NY 14539

Brookfield Central School District
Superintendent
1910 Fairground Road
Brookfield, NY 13314

Cazenovia Central School District
Superintendent
[redacted] Emory Avenue
[redacted]enovia, NY 13035

DeRuyter Central School District
Superintendent
711 Railroad Street
DeRuyter, NY 13052

Morrisville-Eaton Central School District
Superintendent
Cambridge Avenue
Morrisville, NY 13408

Hamilton Central School District
Superintendent
West Kendrick Avenue
Hamilton, NY 13346

Canastota Central School District
Superintendent
120 Roberts Street
Canastota, NY 13032

Madison Central School District
Acting Superintendent
7303 Route 20
Madison, NY 13402

Oneida City School District
[redacted]erintendent
[redacted] Sayles Street
Oneida, NY 13421

Stockbridge Valley Central School District
Superintendent
6011 Williams Road
Munnsville, NY 13409

Chittenango Central School District
Superintendent
1732 Fyler Road
Chittenango, NY 13037

Brighton Central School District
Superintendent
2035 Monroe Avenue
Rochester, NY 14618

Gates-Chili Central School District
Superintendent
[redacted]0 Wegman Road
[redacted]chester, NY 14624

Greece Central School District
Superintendent
750 Maiden Lane
North Greece, NY 14515

East Irondequoit Central School District
Superintendent
600 Pardee Road
Rochester, NY 14609

West Irondequoit Central School District
Superintendent
370 Cooper Road
Rochester, NY 14617

Honeoye Falls-Lima Central School District
Superintendent
20 Church Street
Honeoye Falls, NY 14472

Spencerport Central School District
Superintendent
71 Lyell Avenue
Spencerport, NY 14559

Hilton Central School District
[redacted]erintendent
[redacted] West Avenue
Hilton, NY 14468

Penfield Central School District
Superintendent
P.O. Box 900
Penfield, NY 14526

Fairport Central School District
Superintendent
38 West Church Street
Fairport, NY 14450

East Rochester Union Free School District
Superintendent
222 Woodbine Avenue
East Rochester, NY 14445

Pittsford Central School District
[redacted]
[redacted]est Jefferson Road
[redacted]sford, NY 14534

Churchville-Chili Central School District
Superintendent
139 Fairbanks Road
Churchville, NY 14428

Rochester City School District
Superintendent
131 West Broad Street
Rochester, NY 14614

Rush-Henrietta Central School District
Superintendent
2034 Lehigh Station Road
Henrietta, NY 14467

Brockport Central School District
Superintendent
40 Allen Street
[redacted]rockport, NY 14420

Webster Central School District
Superintendent
119 South Avenue
Webster, NY 14580

Wheatland-Chili Central School District
Superintendent
[redacted] North Road
Scottsville, NY 14546

Amsterdam City School District
Superintendent
11 Liberty Street
Amsterdam, NY 12010

Canajoharie Central School District
Superintendent
136 Scholastic Way
Canajoharie, NY 13317

Fonda-Fultonville Central School District
Superintendent
112 Old Johnstown Road
Fonda, NY 12068

Fort Plain Central School District
Superintendent
[redacted] High Street
[redacted] Plain, NY 13339

St. Johnsville Central School District
Superintendent
61 Monroe Street
St. Johnsville, NY 13452

Glen Cove City School District
Superintendent
Dosoris Lane
Glen Cove, NY 11542

Hempstead Union Free School District
Superintendent
185 Peninsula Boulevard
Hempstead, NY 11550

Uniondale Union Free School District
Superintendent
933 Goodrich Street
Uniondale, NY 11553

East Meadow Union Free School District
Superintendent
101 Carman Avenue
East Meadow, NY 11554

North Bellmore Union Free School District
[redacted]erintendent
[redacted]6 Martin Avenue
North Bellmore, NY 11710

Levittown Union Free School District
Superintendent
150 Abbey Lane
Levittown, NY 11756

Seaford Union Free School District
Superintendent
1600 Washington Avenue
Seaford, NY 11783

Bellmore Union Free School District
Superintendent
2750 South St. Mark's Avenue
Bellmore, NY 11710

Roosevelt Union Free School District
[redacted]erintendent
[redacted]enton Place
[redacted]osevelt, NY 11575

Freeport Union Free School District
Superintendent
235 North Ocean Avenue
Freeport, NY 11520

Baldwin Union Free School District
Superintendent
960 Hastings Street
Baldwin, NY 11510

Oceanside Union Free School District
Superintendent
145 Merle Avenue
Oceanside, NY 11572

Malverne Union Free School District
Superintendent
301 Wicks Lane
Malverne, NY 11565

Valley Stream 13 Union Free School District
Superintendent
585 North Corona Avenue
Valley Stream, NY 11580

Hewlett-Woodmere Union Free School District
[redacted]erintendent
[redacted] Johnson Place
Woodmere, NY 11598

Lawrence Union Free School District
Superintendent
195 Broadway
Lawrence, NY 11559

Elmont Union Free School District
[redacted]perintendent
[redacted] Elmont Road
Elmont, NY 11003

Franklin Square Union Free School District
Superintendent
760 Washington Street
Franklin Square, NY 11010

Garden City Union Free School District
Superintendent
[redacted] Cathedral Avenue
[redacted]den City, NY 11530

East Rockaway Union Free School District
Superintendent
443 Ocean Avenue
East Rockaway, NY 11518

Lynbrook Union Free School District
Superintendent
111 Atlantic Avenue
Lynbrook, NY 11563

Rockville Centre Union Free School District
Superintendent
128 Shepherd Street
Rockville Centre, NY 11570

Floral Park-Bellerose Union Free School District
Superintendent
One Poppy Place
Floral Park, NY 11001

Wantagh Union Free School District
Superintendent
3301 Beltagh Avenue
Wantagh, NY 11793

Valley Stream 24 Union Free School District
[redacted]erintendent
[redacted] Horton Avenue
Valley Stream, NY 11581

Merrick Union Free School District
Superintendent
21 Babylon Road
Merrick, NY 11566

Island Trees Union Free School District
[redacted]perintendent
[redacted]rmedge Road
[redacted]evittown, NY 11756

West Hempstead Union Free School District
Superintendent
252 Chestnut Street
West Hempstead, NY 11552

North Merrick Union Free School District
[redacted]rintendent
[redacted]lerrick Avenue
[redacted]rrick, NY 11566

Valley Stream 30 Union Free School District
Superintendent
150 Washington Avenue
Valley Stream, NY 11580

Island Park Union Free School District
Superintendent
150 Trafalgar Boulevard
Island Park, NY 11558

Valley Stream Central High School District
Superintendent
One Kent Road
Valley Stream, NY 11582

Sewanhaka Central High School District
Superintendent
555 Ridge Road
[redacted]lmont, NY 11003

Bellmore-Merrick Central High School District
Superintendent
1260 Meadowbrook Road
North Merrick, NY 11566

Long Beach City School District
[redacted]erintendent
[redacted] Lido Boulevard
Long Beach, NY 11561

Westbury Union Free School District
Superintendent
2 Hitchcock Lane
Old Westbury, NY 11568

East Williston Union Free School District
Superintendent
11 Bacon Road
Old Westbury, NY 11568

Roslyn Union Free School District
Superintendent
300 Harbor Hill Road
Roslyn, NY 11576

Port Washington Union Free School District
Superintendent
[redacted]0 Campus Drive
[redacted]t Washington, NY 11050

New Hyde Park-Garden City Park Union Free School District
Superintendent
1950 Hillside Avenue
New Hyde Park, NY 11040

Manhasset Union Free School District
Superintendent
200 Memorial Place
Manhasset, NY 11030

Great Neck Union Free School District
Superintendent
345 Lakeville Road
Great Neck, NY 11020

Herricks Union Free School District
Superintendent
99 Shelter Rock Road
New Hyde Park, NY 11040

Mineola Union Free School District
Superintendent
200 Emory Road
Mineola, NY 11501

Carle Place Union Free School District
[redacted]erintendent
[redacted] Cherry Lane
Carle Place, NY 11514

North Shore Central School District
Superintendent
112 Franklin Avenue
Sea Cliff, NY 11579

Syosset Central School District
Superintendent
[redacted]Bell Lane
[redacted], NY 11791

Locust Valley Central School District
Superintendent
22 Horse Hollow Road
Locust Valley, NY 11560

Plainview-Old Bethpage Central School District
[redacted]perintendent
[redacted]Washington Avenue
[redacted]inview, NY 11803

Oyster Bay-East Norwich Central School District
Superintendent
One McCouns Lane
Oyster Bay, NY 11771

Jericho Union Free School District
[redacted]perintendent
99 Cedar Swamp Road
Jericho, NY 11753

Hicksville Union Free School District
Superintendent
200 Division Avenue
Hicksville, NY 11801

Plainedge Union Free School District
Superintendent
241 Wyngate Drive
[redacted]orth Massapequa, NY 11758

Bethpage Union Free School District
Superintendent
10 Cherry Avenue
Bethpage, NY 11714

Farmingdale Union Free School District
[redacted]erintendent
[redacted] Van Cott Avenue
Farmingdale, NY 11735

Massapequa Union Free School District
Superintendent
4925 Merrick Road
Massapequa, NY 11758

Joel Klein
C[redacted]ncellor
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

NYC Community School District 1
Superintendent
80 Montgomery Street
New York, NY 10002

NYC Community School District 2
Superintendent
[redacted] Seventh Avenue, 7th Floor
[redacted]w York, NY 10001

NYC Community School District 3
Superintendent
154 West 93rd Street
New York, NY 10025

NYC Community School District 4
Superintendent
[redacted]19 East 117th Street
New York, NY 10035

NYC Community School District 5
Superintendent
433 West 123rd Street
New York, NY 10027

NYC Community School District 6
Superintendent
4360 Broadway
[redacted]ew York, NY 10033

Manhattan High School District Office
Superintendent
122 Amsterdam Avenue
New York, NY 10023

Chancellor's District 85 - Manhattan
Superintendent
110 Livingston Street, Room 310
Brooklyn, NY 11201

NYC Community School District 7
Superintendent
501 Courtlandt Avenue
Bronx, NY 10451

NYC Community School District 8
Superintendent
[illegible] White Plains Road
[illegible]nx, NY 10473

NYC Community School District 9
Superintendent
1377 Jerome Avenue
Bronx, NY 10452

NYC Community School District 10
Superintendent
One Fordham Plaza, Room 805
Bronx, NY 10458

NYC Community School District 11
Superintendent
1250 Arnow Avenue
Bronx, NY 10469

NYC Community School District 12
Superintendent
1000 Jennings Street
Bronx, NY 10460

Bronx High School District Office
Superintendent
3000 East Tremont Avenue
Bronx, NY 10461

Chancellor's District 85 - Bronx
Superintendent
110 Livingston Street, Room 310
Brooklyn, NY 11201

NYC Community School District 13
Superintendent
355 Park Place
Brooklyn, NY 11238

NYC Community School District 14
Superintendent
Heyward Street
Brooklyn, NY 11206

NYC Community School District 15
Superintendent
360 Smith Street
Brooklyn, NY 11231

NYC Community School District 16
Superintendent
1010 Lafayette Avenue
Brooklyn, NY 11221

NYC Community School District 17
Superintendent
19 Duryea Place
Brooklyn, NY 11226

NYC Community School District 18
Superintendent
755 East 100th Street
Brooklyn, NY 11236

NYC Community School District 19
Superintendent
557 Pennsylvania Avenue
Brooklyn, NY 11207

NYC Community School District 20
[redacted]erintendent
[redacted]1 59th Street
Brooklyn, NY 11219

NYC Community School District 21
Superintendent
521 West Street
Brooklyn, NY 11224

NYC Community School District 22
Superintendent
2525 Haring Street
Brooklyn, NY 11235

NYC Community School District 23
Superintendent
2240 Dean Street
Brooklyn, NY 11233

NYC Community School District 32
Superintendent
[redacted]7 Bushwick Avenue
[redacted]ooklyn, NY 11221

Brooklyn High School District Office
Superintendent
1600 Avenue L
Brooklyn, NY 11230

Chancellor's District 85 - Brooklyn
Superintendent
110 Livingston Street, Room 310
[redacted]rooklyn, NY 11201

NYC Community School District 24
Superintendent
8000 Cooper Avenue
Glendale, NY 11385

NYC Community School District 25
[redacted]erintendent
[redacted]48 Linden Place
Flushing, NY 11354

NYC Community School District 26
Superintendent
61-15 Oceania Street
Bayside, NY 11364

NYC Community School District 27
Superintendent
[redacted]01 Rockaway Boulevard
Ozone Park, NY 11416

NYC Community School District 28
Superintendent
108-55 69th Avenue
Forest Hills, NY 11375

NYC Community School District 29
[redacted]rintendent
[redacted]ross Island Plaza
[redacted]edale, NY 11422

NYC Community School District 30
Superintendent
49-05 20th Avenue
Jackson Heights, NY 11370

Queens District 75
Superintendent
400 First Avenue, Room 80
New York, NY 11010

Alternative High School
Superintendent
45-18 Court Square, 2nd Floor
Long Island City, New York 11101

Chancellor's District 85 - Queens
Superintendent
110 Livingston Street, Room 310
Brooklyn, NY 11201

Barker Central School District
Superintendent
1628 Quaker Road
Barker, NY 14012

Lewiston-Porter Central School District
Superintendent
[illegible]61 Creek Road
[illegible]ungstown, NY 14174

Lockport City School District
Superintendent
130 Beattie Avenue
Lockport, NY 14094

Newfane Central School District
Superintendent
6048 Godfrey Road
Burt, NY 14108

Niagara-Wheatfield Central School District
Superintendent
6700 Shultz Road
Niagara Falls, NY 14304

Niagara Falls City School District
Superintendent
607 Walnut Avenue
Niagara Falls, NY 14302

North Tonawanda City School District
Superintendent
175 Humphrey Street
North Tonawanda, NY 14120

Starpoint Central School District
Superintendent
3 Mapleton Road
Lockport, NY 14094

Royalton-Hartland Central School District
Superintendent
54 State Street
Middleport, NY 14105

Barker Central School District
Superintendent
1628 Quaker Road
Barker, NY 14012

Wilson Central School District
Superintendent
412 Lake Street
Wilson, NY 14172

Adirondack Central School District
Superintendent
10 Ford Street
onville, NY 13309

Camden Central School District
Superintendent
51 Third Street
Camden, NY 13316

Clinton Central School District
Superintendent
75 Chenango Avenue
Clinton, NY 13323

New Hartford Central School District
Superintendent
33 Oxford Road
New Hartford, NY 13413

New York Mills Union Free School District
Superintendent
One Marauder Boulevard
New York Mills, NY 13417

Sauquoit Valley Central School District
Superintendent
2601 Oneida Street
Sauquoit, NY 13456

Remsen Central School District
[redacted]erintendent
[redacted]vis Drive
Remsen, NY 13438

Rome City School District
Superintendent
112 East Thomas Street
Rome, NY 13440

Waterville Central School District
Superintendent
281 Madison Street
Waterville, NY 13480

Sherrill City School District
Superintendent
5275 State Route 31
Verona, NY 13478

Holland Patent Central School District
[redacted]perintendent
[redacted] Main Street
[redacted]lland Patent, NY 13354

Utica City School District
Superintendent
1115 Mohawk Street
Utica, NY 13501

Westmoreland Central School District
Superintendent
5176 Route 233
Westmoreland, NY 13490

Oriskany Central School District
Superintendent
1313 Utica Street
Oriskany, NY 13424

Whitesboro Central School District
Superintendent
67 Whitesboro Street
[redacted]orkville, NY 13495

West Genesee Central School District
Superintendent
300 Sanderson Drive
Camillus, NY 13031

North Syracuse Central School District
Superintendent
[redacted]5 West Taft Road
North Syracuse, NY 13212

East Syracuse-Minoa Central School District
Superintendent
407 Fremont Road
East Syracuse, NY 13057

Jamesville-Dewitt Central School District
Superintendent
6845 Edinger Drive, Box 606
Dewitt, NY 13214

Jordan-Elbridge Central School District
Superintendent
9 Chappell Street
Jordan, NY 13080

Fabius-Pompey Central School District
Superintendent
[redacted]00 Main Street
[redacted]bius, NY 13063

Westhill Central School District
Superintendent
400 Walberta Road
Syracuse, NY 13219

Solvay Union Free School District
Superintendent
95 Hazard Street
Solvay, NY 13209

La Fayette Central School District
Superintendent
5955 Route 20W
Lafayette, NY 13084

Baldwinsville Central School District
Superintendent
29 East Oneida Street
Baldwinsville, NY 13027

Fayetteville-Manlius Central School District
Superintendent
8199 East Seneca Turnpike
Manlius, NY 13104

Marcellus Central School District
Superintendent
Reed Parkway
Marcellus, NY 13108

Onondaga Central School District
Superintendent
4466 South Onondaga Road
Nedrow, NY 13120

Liverpool Central School District
Superintendent
800 Fourth Street
Liverpool, NY 13088

Lyncourt Union Free School District
Superintendent
2709 Court Street
Syracuse, NY 13208

Skaneateles Central School District
Superintendent
East Elizabeth Street
Skaneateles, NY 13152

Syracuse City School District
Superintendent
725 Harrison Street
Syracuse, NY 13210

Tully Central School District
Superintendent
P.O. Box 628
Tully, NY 13159

Canandaigua City School District
Superintendent
143 North Pearl Street
Canandaigua, NY 14424

East Bloomfield Central School District
Superintendent
Oakmount Avenue
East Bloomfield, NY 14443

Geneva City School District
Superintendent
649 South Exchange Street
Geneva, NY 14456

Gorham-Middlesex Central School District
Superintendent
[redacted]0 Baldwin Road
Rushville, NY 14544

Manchester-Shortsville Central School District
Superintendent
1506 Route 21
Shortsville, NY 14548

Naples Central School District
Superintendent
136 Noth Main Street
Naples, NY 14512

Phelps-Clifton Springs Central School District
Superintendent
1490 Route 488
Clifton Springs, NY 14432

Honeoye Central School District
Acting Superintendent
[redacted]78 East Main Street
[redacted]neoye, NY 14471

Victor Central School District
Superintendent
953 High Street
Victor, NY 14564

Washingtonville Central School District
Superintendent
52 West Main Street
Washingtonville, NY 10992

Chester Union Free School District
Superintendent
3 Maple Avenue
Chester, NY 10918

Sugar Loaf Union Free School District
Superintendent
Gibson Hill Road
Chester, NY 10918

Cornwall Central School District
Superintendent
24 Idlewild Avenue
Cornwall-on-Hudson, NY 12520

Pine Bush Central School District
Superintendent
State Route 302
Pine Bush, NY 12566

Goshen Central School District
Superintendent
227 Main Street
Goshen, NY 10924

Highland Falls Central School District
Superintendent
21 Morgan Road
Fort Montgomery, NY 10928

Middletown City School District
Superintendent
223 Wisner Avenue Extension
Middletown, NY 10940

Minisink Valley Central School District
Superintendent
Route 6
Otisville Hill, NY 10973

Monroe-Woodbury Central School District
Superintendent
Education Center
278 Route 32
Central Valley, NY 10917

Kiryas Joel Village Union Free School District
Superintendent
1 First Road, Suite 310
Monroe, NY 10950

Valley Central School District
Superintendent
944 State Route 17K
Montgomery, NY 12549

Newburgh City School District
Superintendent
124 Grand Street
Newburgh, NY 12550

Port Jervis City School District
Superintendent
9 Thompson Street
Port Jervis, NY 12771

Tuxedo Union Free School District
Superintendent
Contractors Road
Tuxedo Park, NY 10987

Warwick Valley Central School District
Superintendent
West Street Extension
Warwick, NY 10990

Greenwood Lake Union Free School District
Superintendent
80 Waterstone Road
Greenwood Lake, NY 10925

Florida Union Free School District
Superintendent
51 North Main Street
Florida, NY 10921

Albion Central School District
Superintendent
East Avenue
Albion, NY 14411

Kendall Central School District
Superintendent
1932 Kendall Road
Kendall, NY 14476

Holley Central School District
Superintendent
3800 North Main Street
Holley, NY 14470

Medina Central School District
Superintendent
One Mustang Drive
Medina, NY 14103

Lyndonville Central School District
Superintendent
25 Housel Avenue
Lyndonville, NY 14098

Altmar-Parish-Williamstown Central School District
Superintendent
639 County Route 22
Parish, NY 13131

Fulton City School District
Superintendent
[redacted] South Fourth Street
Fulton, NY 13069

Hannibal Central School District
Superintendent
1051 Auburn Street
Hannibal, NY 13074

Central Square Central School District
Superintendent
[redacted]2 South Main Street
Central Square, NY 13036

Mexico Central School District
Superintendent
40 Academy Street
Mexico, NY 13114

Oswego City School District
Superintendent
[redacted]0 East First Street
Oswego, NY 13126

Pulaski Central School District
Superintendent
2 Hinman Road
Pulaski, NY 13142

Sandy Creek Central School District
Acting Superintendent
124 Salisbury Street
Sandy Creek, NY 13145

Phoenix Central School District
Superintendent
116 Volney Street
Phoenix, NY 13135

Gilbertsville-Mount Upton Central School District
Superintendent
693 State Highway 51
Gilbertsville, NY 13776

Edmeston Central School District
Superintendent
11 North Street
Edmeston, NY 13335

Laurens Central School District
[redacted]erintendent
[redacted]Main Street
Laurens, NY 13796

Schenevus Central School District
Superintendent
159 Main Street
Schenevus, NY 12155

Milford Central School District
Superintendent
42 West Main Street
Milford, NY 13807

Morris Central School District
Superintendent
65 West Main Street
Morris, NY 13808

Oneonta City School District
Superintendent
[redacted] Main Street
[redacted]eonta, NY 13820

Otego-Unadilla Central School District
Superintendent
2641 State Highway 7
Otego, NY 13825

Cooperstown Central School District
Superintendent
39 Linden Avenue
Cooperstown, NY 13326

Richfield Springs Central School District
Superintendent
93 Main Street
Richfield Springs, NY 13439

Cherry Valley-Springfield Central School District
Superintendent
597 County Highway 54
Cherry Valley, NY 13320

Worcester Central School District
Superintendent
198 Main Street
Worcester, NY 12197

Mahopac Central School District
[redacted]erintendent
[redacted] East Lake Boulevard
Mahopac, NY 10541

Carmel Central School District
Superintendent
81 South Street
Patterson, NY 12563

Haldane Central School District
Superintendent
10 Craigside Drive
Cold Spring, NY 10516

Garrison Union Free School District
Superintendent
1100 Route 9D
Garrison, NY 10524

Putnam Valley Central School District
Superintendent
[redacted]46 Peekskill Hollow Road
[redacted]nam Valley, NY 10579

Brewster Central School District
Superintendent
30 Farm-to-Market Road
Brewster, NY 10509

Berlin Central School District
Superintendent
53 School Street
Berlin, NY 12022

Brunswick Central School District
Superintendent
3992 New York State Route 2
Troy, NY 12180

East Greenbush Central School District
Superintendent
29 Englewood Avenue
[redacted]ast Greenbush, NY 12061

Hoosick Falls Central School District
Superintendent
21187 New York State Route 22
Hoosick Falls, NY 12090

Lansingburgh Central School District
[redacted]erintendent
[redacted] Fifth Avenue
Troy, NY 12182

North Greenbush Common School District
Superintendent
476 North Greenbush Road
Rensselaer, New York 12144

Wynantskill Union Free School District
Superintendent
[redacted]st Avenue
[redacted]ntskill, NY 12198

Rensselaer City School District
Superintendent
555 Broadway
Rensselaer, NY 12144

Averill Park Central School District
Superintendent
[redacted]0 Miller Hill Road
[redacted]erill Park, NY 12018

Hoosic Valley Central School District
Superintendent
Route 40
Schaghticoke, NY 12154

Schodack Central School District
Superintendent
1216 Maple Hill Road
Castleton, NY 12033

Troy City School District
Superintendent
1728 Tibbits Avenue
Troy, NY 12180

Clarkstown Central School District
Superintendent
62 Old Middletown Road
New City, NY 10956

Nanuet Union Free School District
Superintendent
101 Church Street
Nanuet, NY 10954

Haverstraw-Stony Point Central School District
[redacted]erintendent
[redacted]Chapel Street
Garnerville, NY 10923

South Orangetown Central School District
Superintendent
160 Van Wyck Road
Blauvelt, NY 10913

Nyack Union Free School District
Superintendent
13A Dickinson Avenue
Nyack, NY 10960

Pearl River Union Free School District
Superintendent
275 East Central Avenue
Pearl River, NY 10965

Ramapo Central School District
Superintendent
[redacted]Mountain Avenue
[redacted]lburn, NY 10931

East Ramapo Central School District
Superintendent
105 South Madison Avenue
Spring Valley, NY 10977

Edwin Gould Academy - Ramapo
Union Free School District
Superintendent
675 Chestnut Ridge Road
Chestnut Ridge, NY 10977

Brasher Falls Central School District
Acting Superintendent
1039 State Highway 11C
Brasher Falls, NY 13613

Canton Central School District
Superintendent
99 State Street
Canton, NY 13617

Clifton-Fine Central School District
Superintendent
11 Hall Avenue
Star Lake, NY 13690

Colton-Pierrepont Central School District
Superintendent
[redacted]1 State Highway 56
Colton, NY 13625

Gouverneur Central School District
Superintendent
133 East Barney Street
Gouverneur, NY 13642

Hammond Central School District
Superintendent
51 South Main Street
Hammond, NY 13646

Hermon-Dekalb Central School District
Superintendent
709 East Dekalb Road
Dekalb Junction, NY 13630

Lisbon Central School District
Superintendent
[redacted]6866 County Route 10
[redacted]bon, NY 13658

Madrid-Waddington Central School District
Superintendent
2582 State Highway 345
Madrid, NY 13660

Massena Central School District
Superintendent
84 Nightengale Avenue
Massena, NY 13662

Morristown Central School District
Superintendent
408 Gouverneur Street
Morristown, NY 13664

Norwood-Norfolk Central School District
Superintendent
7852 State Highway 56
Norwood, NY 13668

Ogdensburg City School District
Superintendent
1100 State Street
Ogdensburg, NY 13669

Heuvelton Central School District
[redacted]erintendent
[redacted]Washington Street
Heuvelton, NY 13654

Parishville-Hopkinton Central School District
Superintendent
12 County Route 47
Parishville, NY 13672

Potsdam Central School District
Superintendent
29 Leroy Street
Potsdam, NY 13676

Edwards-Knox Central School District
Superintendent
2512 County Highway 24
Russell, NY 13684

Burnt Hills-Ballston Lake Central School District
Superintendent
[redacted]press Drive
[redacted]tia, NY 12302

Shenendehowa Central School District
Superintendent
970 Route 146
Clifton Park, NY 12065

Corinth Central School District
Superintendent
105 Oak Street
Corinth, NY 12822

Edinburg Common School District
Superintendent
4 Johnson Road
Edinburg, NY 12134

Galway Central School District
Superintendent
5317 Sacandaga Road
Galway, NY 12074

Mechanicville City School District
Superintendent
10 North Main Street
Mechanicville, NY 12118

Ballston Spa Central School District
Superintendent
[redacted]Malta Avenue
Ballston Spa, NY 12020

South Glens Falls Central School District
Superintendent
6 Bluebird Road
South Glens Falls, NY 12803

Schuylerville Central School District
Superintendent
14 Spring Street
Schuylerville, NY 12871

Saratoga Springs City School District
Superintendent
5 Wells Street
Saratoga Springs, NY 12866

Stillwater Central School District
Superintendent
334 North Hudson Avenue
[redacted]lwater, NY 12170

Waterford-Halfmoon Union Free School District
Superintendent
125 Middletown Road
Waterford, NY 12188

Duanesburg Central School District
Superintendent
133 School Drive
Delanson, NY 12053

Scotia-Glenville Central School District
Superintendent
900 Preddice Parkway
Scotia, NY 12302

Niskayuna Central School District
Superintendent
1239 Van Antwerp Road
Schenectady, NY 12309

Schalmont Central School District
Superintendent
401 Duanesburg Road
Schenectady, NY 12306

Rotterdam-Mohonasen Central School District
Superintendent
2 Curry Road
Schenectady, NY 12303

Schenectady City School District
Superintendent
108 Education Drive
Schenectady, NY 12303

Gilboa-Conesville Central School District
Superintendent
Kikoff Road, R.R. 1, Box 6
Gilboa, NY 12076

Jefferson Central School District
Superintendent
Main Street, R.R. 2, Box 101
Jefferson, NY 12093

Middleburgh Central School District
Superintendent
436 Main Street
Middleburgh, NY 12122

Cobleskill-Richmondville Central School District
Superintendent
Washington Heights
Cobleskill, NY 12043

Schoharie Central School District
Superintendent
Main Street
P.O. Box 430
Schoharie, NY 12157

Sharon Springs Central School District
Superintendent
Route 20
Sharon Springs, NY 13459

Odessa-Montour Central School District
Superintendent
College Avenue
Odessa, NY 14869

Watkins Glen Central School District
Superintendent
301 12th Street
Watkins Glen, NY 14891

South Seneca Central School District
Superintendent
3 Main Street
Interlaken, NY 14847

Romulus Central School District
Superintendent
5705 Route 96
Romulus, NY 14541

Seneca Falls Central School District
Superintendent
98 Clinton Street
Seneca Falls, NY 13148

Waterloo Central School District
Superintendent
212 Main Street
Waterloo, NY 13165

Addison Central School District
Superintendent
One Colwell Street
Addison, NY 14801

Avoca Central School District
Superintendent
17-29 Oliver Street
Avoca, NY 14809

Bath Central School District
Superintendent
25 Ellas Avenue
Bath, NY 14810

Bradford Central School District
Superintendent
2820 Route 226
Bradford, NY 14815

Campbell-Savona Central School District
Superintendent
8455 County Route 125
Campbell, NY 14821

Canisteo Central School District
Superintendent
84 Greenwood Street
Canisteo, NY 14823

Corning City School District
Superintendent
[redacted] Charles Street
Painted Post, NY 14870

Greenwood Central School District
Superintendent
Main Street
Greenwood, NY 14839

Hornell City School District
[redacted]tendent
[redacted] Street
Hornell, NY 14843

Arkport Central School District
Superintendent
35 East Avenue
Arkport, NY 14807

Prattsburgh Central School District
Superintendent
[redacted]e Academy Street
[redacted]ttsburgh, NY 14873

Jasper-Troupsburg Central School District
Superintendent
3769 North Main Street
Jasper, NY 14855

Hammondsport Central School District
Superintendent
[redacted]272 Main St Extension
Hammondsport, NY 14840

Wayland-Cohocton Central School District
Superintendent
2350 Route 63
Wayland, NY 14572

Babylon Union Free School District
Superintendent
50 Railroad Avenue
Babylon, NY 11702

West Babylon Union Free School District
Superintendent
10 Old Farmingdale Road
West Babylon, NY 11704

North Babylon Union Free School District
Acting Superintendent
[redacted]rdine Place
North Babylon, NY 11703

Lindenhurst Union Free School District
Superintendent
350 Daniel Street
Lindenhurst, NY 11757

Copiague Union Free School District
Superintendent
2650 Great Neck Road
Copiague, NY 11726

Amityville Union Free School District
Superintendent
150 Park Avenue
Amityville, NY 11701

Deer Park Union Free School District
Superintendent
[redacted]81 Deer Park Avenue
[redacted]er Park, NY 11729

Wyandanch Union Free School District
Superintendent
1445 Straight Path
Wyandanch, NY 11798

Three Village Central School District
Superintendent
200 Nicolls Road
East Setauket, NY 11733

Brookhaven-Comsewogue Union Free School District
Superintendent
290 Norwood Avenue
Port Jefferson Station, NY 11776

Sachem Central School District
Superintendent
245 Union Avenue
Holbrook, NY 11741

Port Jefferson Union Free School District
Superintendent
550 Scraggy Hill Road
Port Jefferson, NY 11777

Mount Sinai Union Free School District
Superintendent
[redacted]rth Country Road
Mount Sinai, NY 11766

Miller Place Union Free School District
Superintendent
191 North Country Road
Miller Place, NY 11764

Rocky Point Union Free School District
Superintendent
170 Route 25A
Rocky Point, NY 11778

Middle Country Central School District
Superintendent
Administrative Center
8 43rd Street
Centereach, NY 11720

Longwood Central School District
Superintendent
35 Yaphank-Middle Island Road
[redacted]ddle Island, NY 11953

South Manor Union Free School District
Superintendent
149 Dayton Avenue
Manorville, NY 11949

Patchogue-Medford Union Free School District
Superintendent
241 South Ocean Avenue
Patchogue, NY 11772

William Floyd Union Free School District
Superintendent
240 Mastic Beach Road
Mastic Beach, NY 11951

Center Moriches Union Free School Districtf
Superintendent
511 Main Street
Center Moriches, NY 11934

East Moriches Union Free School District
Superintendent
9 Adelaide Avenue
East Moriches, NY 11940

South Country Central School District
Superintendent
[redacted] North Dunton Avenue
East Patchogue, NY 11772

Eastport-South Manor Central High School District
Superintendent
149 Dayton Avenue
Manorville, New York 11949

East Hampton Union Free School District
Superintendent
76 Newtown Lane
East Hampton, NY 11937

Wainscott Common School District
Superintendent
Hollow Road
P.O. Box 79
Wainscott, NY 11975

Amagansett Union Free School District
Superintendent
320 Main Street
[redacted]. Box 7062
Amagansett, NY 11930

Springs Union Free School District
Superintendent
48 School Street
East Hampton, NY 11937

Sag Harbor Union Free School District
Superintendent
200 Jermain Avenue
Sag Harbor, NY 11963

Montauk Union Free School District
Superintendent
50 South Dorset Road
Montauk, NY 11954

Elwood Union Free School District
Superintendent
100 Kenneth Avenue
Greenlawn, NY 11740

Cold Spring Harbor Central School District
Superintendent
75 Goose Hill Road
Cold Spring Harbor, NY 11724

Huntington Union Free School District
Superintendent
50 Tower Street
Huntington Station, NY 11746

Northport-East Northport Union Free School District
Superintendent
158 Laurel Avenue
Northport, NY 11768

Half Hollow Hills Central School District
Superintendent
525 Half Hollow Road
Dix Hills, NY 11746

Harborfields Central School District
Superintendent
2 Oldfield Road
Greenlawn, NY 11740

Commack Union Free School District
Superintendent
P.O. Box 150
Commack, NY 11725

South Huntington Union Free School District
Superintendent
60 Weston Street
Huntington Station, NY 11746

Bay Shore Union Free School District
Superintendent
75 West Perkal Street
Bay Shore, NY 11706

Islip Union Free School District
Superintendent
215 Main Street
Islip, NY 11751

East Islip Union Free School District
Superintendent
One Craig B. Gariepy Avenue
Islip Terrace, NY 11752

Sayville Union Free School District
Superintendent
99 Greeley Avenue
Sayville, NY 11782

Bayport-Blue Point Union Free School District
Superintendent
[redacted] Academy Street
Bayport, NY 11705

Hauppauge Union Free School District
Superintendent
600 Town Line Road
Hauppauge, NY 11788

Connetquot Central School District
Superintendent
780 Ocean Avenue
Bohemia, NY 11716

West Islip Union Free School District
Superintendent
100 Sherman Avenue
West Islip, NY 11795

Brentwood Union Free School District
Superintendent
52 Third Avenue
[redacted]ntwood, NY 11717

Central Islip Union Free School District
Superintendent
85 Wheeler Road
Central Islip, NY 11722

Fire Island Union Free School District
Superintendent
Surf Road
Ocean Beach, NY 11770

Shoreham-Wading River Central School District
Superintendent
250-B Route 25A
Shoreham, NY 11786

Riverhead Central School District
Superintendent
700 Osborne Avenue
Riverhead, NY 11901

Little Flower Union Free School District
Superintendent
2450 North Wading River Road
Wading River, NY 11792

Shelter Island Unified School District
Superintendent
[redacted] North Ferry Road
Shelter Island, NY 11964

Smithtown Central School District
Superintendent
26 New York Avenue
Smithtown, NY 11787

Kings Park Central School District
Superintendent
101 Church Street
Kings Park, NY 11754

Remsenburg-Speonk Union Free School District
Superintendent
11 Mill Road
Remsenburg, NY 11960

Westhampton Beach Union Free School District
Superintendent
[redacted]40 Mill Road
[redacted]sthampton Beach, NY 11978

Quogue Union Free School District
Superintendent
10 Edgewood Road
Quogue, NY 11959

Hampton Bays Union Free School District
Superintendent
86 East Argonne Road
Hampton Bays, NY 11946

Southampton Union Free School District
Superintendent
70 Leland Lane
Southampton, NY 11968

Bridgehampton Union Free School District
Superintendent
2685 Montauk Highway
Bridgehampton, NY 11932

Sagaponack Common School District
Superintendent
Main Street
Sagaponack, NY 11962

Eastport Union Free School District
Superintendent
[redacted] Dayton Avenue
Manorville, NY 11949

Tuckahoe Common School District
Superintendent
468 Magee Street
Southampton, NY 11968

East Quogue Union Free School District
Superintendent
6 Central Avenue
East Quogue, NY 11942

Oysterponds Union Free School District
Superintendent
234-05 Main Road
Orient, NY 11957

Fishers Island Union Free School District
Superintendent
P.O. Drawer A
[redacted]hers Island, NY 06390

Southold Union Free School District
Superintendent
420 Oaklawn Avenue
Southold, NY 11971

Greenport Union Free School District
Superintendent
720 Front Street
Greenport, NY 11944

Mattituck-Cutchogue Union Free School District
Superintendent
385 Depot Lane
Cutchogue, NY 11935

New Suffolk Common School District
Superintendent
Fifth Street
New Suffolk, NY 11956

Fallsburg Central School District
Superintendent
115 Brickman Road
Fallsburg, NY 12733

Eldred Central School District
[redacted]erintendent
[redacted] Route 55
Eldred, NY 12732

Liberty Central School District
Superintendent
115 Buckley Street
Liberty, NY 12754

Tri-Valley Central School District
Superintendent
34 Moore Hill Road
Grahamsville, NY 12740

Roscoe Central School District
Superintendent
Academy Street
Roscoe, NY 12776

Livingston Manor Central School District
Superintendent
[redacted]0 School Street
[redacted]ingston Manor, NY 12758

Monticello Central School District
Superintendent
237 Forestburgh Road
Monticello, NY 12701

Sullivan West Central School District
Superintendent
33 Schoolhouse Road, Box 308
Jeffersonville, NY 12748

Waverly Central School District
Superintendent
15 Frederick Street
Waverly, NY 14892

Candor Central School District
Superintendent
80 Main Street
Candor, NY 13743

Newark Valley Central School District
Superintendent
79 Whig Street
Newark Valley, NY 13811

Owego-Apalachin Central School District
Superintendent
[redacted] Talcott Street
Owego, NY 13827

Spencer-Van Etten Central School District
Superintendent
7 Langford Street
Van Etten, NY 14889

Tioga Central School District
[redacted]tendent
[redacted] Avenue
Tioga Center, NY 13845

Dryden Central School District
Superintendent
District Office
Dryden, NY 13053

George Junior Republic Union Free School District
[redacted]uperintendent
24 McDonald Road
[redacted]eville, NY 13068

Groton Central School District
Superintendent
400 Peru Road
Groton, NY 13073

[redacted] City School District
Superintendent
400 Lake Street
Ithaca, NY 14851

Lansing Central School District
Superintendent
264 Ridge Road
Lansing, NY 14882

Newfield Central School District
Superintendent
247 Main Street
Newfield, NY 14867

Trumansburg Central School District
Superintendent
100 Whig Street
Trumansburg, NY 14886

West Park Union Free School District
[redacted]erintendent
[redacted]2 Route 9W
West Park, NY 12493

Kingston City School District
Superintendent
61 Crown Street
Kingston, NY 12401

[redacted]ghland Central School District
[redacted]intendent
[redacted]20 Pancake Hollow Road
Highland, NY 12528

Rondout Valley Central School District
Superintendent
P.O. Box 9
Accord, NY 12404

Marlboro Central School District
Superintendent
[redacted] Cross Road
[redacted]rlboro, NY 12542

New Paltz Central School District
Superintendent
196 Main Street
New Paltz, NY 12561

[redacted]ora Central School District
[redacted]uperintendent
4166 Route 28
Boiceville, NY 12412

Saugerties Central School District
Superintendent
Washington Avenue Extension
Saugerties, NY 12477

Wallkill Central School District
Superintendent
19 Main Street
Wallkill, NY 12589

Ellenville Central School District
Superintendent
28 Maple Avenue
Ellenville, NY 12428

Bolton Central School District
[redacted]erintendent
[redacted]Horicon Avenue
Bolton Landing, NY 12814

North Warren Central School District
Superintendent
6110 State Route 8
Chestertown, NY 12817

Glens Falls City School District
Superintendent
15 Quade Street
Glens Falls, NY 12801

Johnsburg Central School District
Superintendent
Main Street
North Creek, NY 12853

Lake George Central School District
Superintendent
[redacted] Canada Street
[redacted]e George, NY 12845

Hadley-Luzerne Central School District
Superintendent
27 Ben Rosa Park
Lake Luzerne, NY 12846

Queensbury Union Free School District
Superintendent
431 Aviation Road
Queensbury, NY 12804

Glens Falls Common School District
Superintendent
120 Lawrence Street
Glens Falls, NY 12801

Warrensburg Central School District
Superintendent
One James Street
[redacted]arrensburg, NY 12885

Argyle Central School District
Superintendent
5023 State Route 40
Argyle, NY 12809

Fort Ann Central School District
[redacted]erintendent
[redacted] Catherine Street
Fort Ann, NY 12827

Fort Edward Union Free School District
Superintendent
220 Broadway
Fort Edward, NY 12828

Granville Central School District
Superintendent
58 Quaker Street
Granville, NY 12832

Greenwich Central School District
Superintendent
10 Gray Avenue
Greenwich, NY 12834

Hartford Central School District
Superintendent
[redacted]704 State Route 149
[redacted]rtford, NY 12838

Hudson Falls Central School District
Superintendent
P.O. Box 710
Hudson Falls, NY 12839

Putnam Central School District
Superintendent
126 County Route 2
Putnam Station, NY 12861

Salem Central School District
Superintendent
41 East Broadway
Salem, NY 12865

Cambridge Central School District
Superintendent
23 West Main Street
Cambridge, NY 12816

Whitehall Central School District
Superintendent
87 Buckley Road
Whitehall, NY 12887

Newark Central School District
Superintendent
[redacted] East Miller Street
Newark, NY 14513

Clyde-Savannah Central School District
Superintendent
215 Glasgow Street
Clyde, NY 14433

Lyons Central School District
Superintendent
9 Lawrence Street
Lyons, NY 14489

Marion Central School District
Superintendent
4034 Warner Road
Marion, NY 14505

Wayne Central School District
Superintendent
[redacted]76 Ontario Center Road
[redacted]ario Center, NY 14520

Palmyra-Macedon Central School District
Superintendent
151 Hyde Parkway
Palmyra, NY 14522

Gananda Central School District
Superintendent
1500 Dayspring Ridge
Walworth, NY 14502

Sodus Central School District
Superintendent
Route 88
Sodus, NY 14551

Williamson Central School District
Superintendent
4148 Miller Street
Williamson, NY 14589

North Rose-Wolcott Central School District
Superintendent
11669 Slater-Colvin Road
Wolcott, NY 14590

Red Creek Central School District
[redacted]erintendent
[redacted]5 Church Street
Red Creek, NY 13143

Katonah-Lewisboro Union Free School District
Superintendent
One Shady Lane, Route 123
South Salem, NY 10590

Bedford Central School District
Superintendent
Fox Lane Campus
Mount Kisco, NY 10549

Croton-Harmon Union Free School District
Superintendent
10 Gerstein Street
Croton-on-Hudson, NY 10520

Hendrick Hudson Central School District
Superintendent
[redacted]Trolley Road
[redacted]ntrose, NY 10548

Eastchester Unoin Free School District
Superintendent
580 White Plains Road
Eastchester, NY 10707

Tuckahoe Union Free School District
Superintendent
65 Siwanoy Boulevard
Eastchester, NY 10707

Bronxville Union Free School District
Superintendent
177 Pondfield Road
Bronxville, NY 10708

Unoin Free School District of Tarrytowns
Superintendent
200 North Broadway
[redacted]leepy Hollow, NY 10591

Irvington Union Free School District
Superintendent
40 North Broadway
Irvington, NY 10533

Dobbs Ferry Union Free School District
[redacted]erintendent
[redacted] Broadway
Dobbs Ferry, NY 10522

Hastings-on-Hudson Union Free School District
Superintendent
27 Farragut Avenue
Hastings-on-Hudson, NY 10706

Ardsley Union Free School District
Superintendent
500 Farm Road
Ardsley, NY 10502

Edgemont Unoin Free School District
Superintendent
300 White Oak Lane
Scarsdale, NY 10583

Greenburgh Central School District
Superintendent
[redacted] West Hartsdale Avenue
[redacted]rtsdale, NY 10530

Elmsford Union Free School District
Superintendent
98 South Goodwin Avenue
Elmsford, NY 10523

Greenburgh-Graham Union Free School District
Superintendent
One South Broadway
Hastings-on-Hudson, NY 10706

Greenburgh Eleven Union Free School District
Superintendent
P.O. Box 501
Dobbs Ferry, NY 10522

Greenburgh-North Castle Union Free School District
Superintendent
71 South Broadway
[redacted]obbs Ferry, NY 10522

Abbott Union Free School District
Superintendent
100 North Broadway
Irvington, NY 10533

Harrison Central School District
[redacted]erintendent
[redacted]Union Avenue
Harrison, NY 10528

Mamaroneck Union Free School District
Superintendent
1000 West Boston Post Road
Mamaroneck, NY 10543

Mount Pleasant Central School District
Superintendent
[redacted] Westlake Drive
Thornwood, NY 10594

Pocantico Hills Central School District
Superintendent
599 Bedford Road
Sleepy Hollow, NY 10591

Hawthorne-Cedar Knolls Union Free School District
Superintendent
[redacted] Linda Avenue
[redacted]wthorne, NY 10532

Mount Pleasant - Cottage Union Free School District
Superintendent
1075 Broadway
Pleasantville, NY 10570

Valhalla Union Free School District
Superintendent
300 Columbus Avenue
Valhalla, NY 10595

Mount Pleasant - Blythedale Union Free School District
Superintendent
95 Bradhurst Avenue
Valhalla, NY 10595

Pleasantville Union Free School District
Superintendent
60 Romer Avenue
Pleasantville, NY 10570

Mount Vernon City School District
Superintendent
165 North Columbus Avenue
Mount Vernon, NY 10553

Chappaqua Central School District
Superintendent
Roaring Brook Road
Chappaqua, NY 10514

New Rochelle City School District
Superintendent
515 North Avenue
New Rochelle, NY 10801

Byram Hills Central School District
Superintendent
10 Tripp Lane
Armonk, NY 10504

North Salem Central School District
Superintendent
230 June Road
North Salem, NY 10560

Ossining Union Free School District
Superintendent
190 Croton Avenue
Ossining, NY 10562

Briarcliff Manor Union Free School District
Superintendent
45 Ingham Road
Briarcliff Manor, NY 10510

Peekskill City School District
Superintendent
1031 Elm Street
Peekskill, NY 10566

Pelham Union Free School District
Superintendent
18 Franklin Place
Pelham, NY 10803

Rye City School District
Superintendent
324 Midland Avenue
Rye, NY 10580

Rye Neck Union Free School District
Superintendent
310 Hornidge Road
Mamaroneck, NY 10543

Port Chester-Rye Union Free School District
[redacted]erintendent
[redacted] Bowman Avenue
Port Chester, NY 10573

Blind Brook-Rye Union Free School District
Superintendent
390 North Ridge Street
Rye Brook, NY 10573

Scarsdale Union Free School District
Superintendent
2 Brewster Road
Scarsdale, NY 10583

Somers Central School District
Superintendent
110 Primrose Street
Lincolndale, NY 10540

White Plains City School District
[redacted]uperintendent
[redacted]omeside Lane
[redacted]ite Plains, NY 10605

Yonkers City School District
Superintendent
28 Wells Avenue
Yonkers, NY 10701

Lakeland Central School District
Superintendent
1086 Main Street
Shrub Oak, NY 10588

Yorktown Central School District
Superintendent
2723 Crompond Road
Yorktown Heights, NY 10598

Attica Central School District
Superintendent
3338 East Main Street
[redacted]ttica, NY 14011

Letchworth Central School District
Superintendent
5550 School Road
Gainesville, NY 14066

Wyoming Central School District
[redacted]erintendent
[redacted]e Road, Route 19
Wyoming, NY 14591

Perry Central School District
Superintendent
33 Watkins Avenue
Perry, NY 14530

Warsaw Central School District
Superintendent
153 West Buffalo Street
Warsaw, NY 14569

Penn Yan Central School District
Superintendent
One School Drive
Penn Yan, NY 14527

Dundee Central School District
Superintendent
[redacted] Water Street
[redacted]ndee, NY 14837

B

Charter Schools Institute
State University of New York

James D. Merriman IV
Executive Director

North Pearl Street, 4th Floor
lbany, New York 12207
one: (518) 433-8277
x: (518) 427-6510
ww.newyorkcharters.org

March 11, 2004

Joel I. Klein
Chancellor
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

Dear Chancellor Klein:

As courtesy, please find enclosed a redacted copy of the following charter applications received by the State University of New York in its capacity as a charter entity:

Harlem Link Charter School
Grand Concourse Academy Charter School
Liberty Academy Charter School
Masters Charter School

The Institute is currently reviewing the enclosed application(s) and expects to make a recommendation to the State University Board of Trustees no later than June 2004. If approved the proposed school(s) would open either in the 2004-05 or the 2005-06 school year.

As you may be aware, a school district in which a charter school is proposed to be located is entitled (but not required) to comment on the "proposed charter" prior to its final issuance. Similarly, a school district may (but again is not required) to convene a public meeting to receive comment on that proposed charter. While a proposed charter would not be entered into until and unless the State University Trustees approved the above-named application(s), the Institute would welcome any comment that you might wish to provide on the application itself and prior to the State University Trustees taking any action.

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

Sincerely,

James D. Merriman IV

Enclosure

c: Superintendents of affected community school districts (w/o enclosure)
Directors/Principals of non-public schools within geographic area (w/o enclosure)

Klein
ellor
ew York City Department of Education
2 Chambers Street, Room 405
ew York, New York 10007

New York City Community School District 5
Superintendent
433 West 123rd Street
New York, New York 10027

ice High School
rincipal/Director
4 West 124th Street
lew York, New York 10027

Annunciation School
Principal/Director
461 West 131st Street
New York, New York 10027

Corpus Christi School
ipal/Director
West 121st Street
New York, New York 10027

Fellowship of Learning School
Principal/Director
70 West 126th Street
New York, New York 10027

Great Tomorrows USA School
Principal/Director
38 West 123rd Street
New York, New York 10027

Resurrection School
Principal/Director
282 West 151st Street
New York, New York 10039

Riverside Church Week Day School
Principal/Director
Riverside Drive
v York, New York 10027

Soul Saving Station –Christ Crusader
Principal/Director
302 West 124th Street
New York, New York 10027

Aloysius School
cipal/Director
23 West 132nd Street
New York, New York 10027

Saint Benedict Day Nursery and Kindergarten
Principal/Director
21 West 124th Street
New York, New York 10027

Saint Charles Borromeo School
Principal/Director
214 West 142nd Street
New York, New York 10030

Saint Joseph School
Principal/Director
168 Morningside Avenue
New York, New York 10027

Saint Mark the Evangelist School
cipal/Director
West 138th Street
New York, New York 10037

)el I. Klein
[redacted]ncellor
[redacted] York City Department of Education
2 Chambers Street, Room 405
lew York, New York 10007

New York City Community School District 9
Principal/Director
1377 Jerome Avenue
Bronx, New York 10452

All Hallows Institute
Principal/Director
11 East 164th Street
Bronx, New York 10452

Aquinas High School
Principal/Director
685 East 182n Street
Bronx, New York 10457

Cardinal Hayes High School
[redacted]incipal/Director
[redacted] Grand Concourse
Bronx, New York 10451

Saint Pius V High School
Principal/Director
500 Courtlandt Avenue
Bronx, New York 10451

Bronx-Manhattan Seventh Day Adventist School
Principal/Director
440 Plimpton Avenue
Bronx, New York 10452

Christ the King School
Principal/Director
1345 Grand Concourse
Bronx, New York 10452

Friendly Baptist Day Care
Principal/Director
278 Nelson Avenue
[redacted]nx, New York 10452

High Bridge Nursery School
Principal/Director
1531 University Avenue
Bronx, New York 10453

Spirit School
cipal/Director
960 University Avenue
3ronx, New York 10453

The Learning Tree Prep School
Principal/Director
1885 University Avenue
Bronx, New York 10453

Melrose Community School
Principal/Director
338 Brook Avenue
Bronx, New York 10451

Miss Francine Day School II
Principal/Director
2169 Grand Concourse
Bronx, New York 14053

Parkside Nursery School and Kindergarten
cipal/Director
Morris Avenue
Bronx, New York 10457

R. T. Hudson Elementary School
Principal/Director
1122 Forest Avenue
Bronx, New York 10456

Sacred Heart School
Principal/Director
95 West 168th School
Bronx, New York 10452

Shield Institute for Retarded Children
Principal/Director
1800 Andrews Avenue
Bronx, New York 10453

Saint Angela Merici School
Principal/Director
East 163rd Street
nx, New York 10451

Saint Augustine School
Principal/Director
1176 Franklin Avenue
Bronx, New York 10456

Joseph School
ipal/Director
1946 Bathgate Avenue
3ronx, New York 10457

Saint Margaret Mary School
Principal/Director
121 East 177th Street
Bronx, New York 10453

Saint Martin of Tours School
Principal/Director
695 East 182nd Street
Bronx, New York 10457

Saint Peter and Paul School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Saint Simon Stock Elementary School
cipal/Director
Valentine Avenue
Bronx, New York 10457

[redacted]. Klein
[redacted]cellor
New York City Department of Education
2 Chambers Street, Room 405
New York, New York 10007

New York City Community School District 14
Superintendent
215 Heyward Street
Brooklyn, New York 11206

Beth Chana School for Girls
Principal/Director
520 Bedford Avenue
Brooklyn, New York 11211

Binos Desha
Principal/Director
131 Keap Street
Brooklyn, New York 11211

Bnos Yakov School for Girls
[redacted]cipal/Director
[redacted]Harrison Avenue
Brooklyn, New York 11211

Hychel Hatorah
Principal/Director
543 Bedford Avenue
Brooklyn, New York 11211

Jewish Center for Special Education
Principal/Director
430 Kent Avenue
Brooklyn, New York 11211

Kedishas Naftoli
Principal/Director
117 Keap Street
Brooklyn, New York 11211

Mesivta Nachlas Yacov-A Yerim
Principal/Director
[redacted] Wilson Street
[redacted]ooklyn, New York 11211

Mosdos Chasidei Square
Principal/Director
105 Heyward Street
Brooklyn, New York 11206

Yeshiva Ateres Tzvi
[redacted]cipal/Director
[redacted] Ross Street
Brooklyn, New York 11211

Yeshiva Bnai Yesucher
Principal/Director
467 Bedford Avenue
Brooklyn, New York 11211

Yeshiva Chasdei Tzvi
Principal/Director
219 Keap Street
Brooklyn, New York 11211

Yeshiva Kehilath Yakov
Principal/Director
206 Wilson Street
Brooklyn, New York 11211

All Saints Elementary School
Principal/Director
[redacted]Throop Avenue
[redacted]ooklyn, New York 11206

Bais Yakov of Khal Adas Yereim
Principal/Director
563 Bedford Avenue
Brooklyn, New York 11211

Be'Ikvei Hatzoin
Principal/Director
1 Division Avenue
Brooklyn, New York 11211

Beth Rachel School for Girls
Principal/Director
82 Lee Avenue
Brooklyn, New York 11211

Bnos Chayil
Principal/Director
[redacted]5 Hewes Street
[redacted]klyn, New York 11211

Brooklyn Temple School
Principal/Director
3 Lewis Avenue
Brooklyn, New York 11206

Central Brooklyn Seventh Day Adventist School
[redacted]cipal/Director
[redacted]50 Boerum Street
Brooklyn, New York 11206

Mesivta Tifereth Zvi Spinka
Principal/Director
199 Lee Avenue
Brooklyn, New York 11211

Most Holy Trinity School
Principal/Director
140 Montrose Avenue
Brooklyn, New York 11206

Northside Catholic School at Mount Carmel
Principal/Director
10 Withers Street
Brooklyn, New York 11211

Northside Catholic School at Saint Vincent
Principal/Director
[redacted] North Seventh Street
[redacted]ooklyn, New York 11211

Nuestros Ninos Child Development School
Principal/Director
384 South Fourth Street
Brooklyn, New York 11211

Saint Anthony and Alphonsus School
Principal/Director
725 Leonard Street
Brooklyn, New York 11222

Saint Cecilia School
Principal/Director
1-15 Monitor School
Brooklyn, New York 11222

Saint John the Baptist School
Principal/Director
[redacted]2 Lewis Avenue
[redacted]klyn, New York 11206

Saint John the Evangelist Lutheran School
Principal/Director
195 Maujer Street
Brooklyn, New York 11206

[redacted] Mark's Lutheran School
[redacted]cipal/Director
526 Bushwick Avenue
Brooklyn, New York 11206

Saint Nicholas Elementary School
Principal/Director
287 Powers Street
Brooklyn, New York 11211

Saint Peter and Paul School
Principal/Director
288 Berry Street
Brooklyn, New York 11211

Saint Stanislaus Kostka School
Principal/Director
10 Newell Street
Brooklyn, New York 11222

Talmud Torah of Kasho
[redacted]cipal/Director
[redacted]Penn Street
Brooklyn, New York 11211

Talmud Torah Tashbar
Principal/Director
535 Bedford Avenue
Brooklyn, New York 11211

Talmud Torah Toldos Hillel-Krasna
Principal/Director
35 Hewes Street
Brooklyn, New York 11211

Transfiguration School
Principal/Director
250 Hooper Street
Brooklyn, New York 11211

UTA
Principal/Director
[redacted] Lee Avenue
[redacted]klyn, New York 11211

Yeshiva Beth Yitzchok D. Spinka
Principal/Director
575 Bedford Avenue
Brooklyn, New York 11211

[redacted]hiva Bnos Ahavas Israel
[redacted]ipal/Director
2 Franklin Avenue
Brooklyn, New York 11211

Yeshiva Bnos Spinka
Principal/Director
127 Wallabout Street
Brooklyn, New York 11206

Yeshiva Gedolah Ohr Yisroel
Principal/Director
181 Rutledge Street
Brooklyn, New York 11211

Yeshiva Mesivta Arugath Habosem
Principal/Director
40 Lynch Street
Brooklyn, New York 11206

Yeshiva Ohel Shaim D'Kaalov
[redacted]cipal/Director
[redacted]Hewes Street
Brooklyn, New York 11211

Yeshiva Tzemach Tzadik Viznitz
Principal/Director
186-88 Ross Street
Brooklyn, New York 11211

Yeshiva Yesode Hatorah
Principal/Director
105 Bedford Avenue
Brooklyn, New York 11211

Yeshiva Yesode Hatorah
Principal/Director
204 Keap Street
Brooklyn, New York 11211

oel I. Klein
cellor
York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

New York City Community School District 20
Superintendent
1031 59th Street
Brooklyn, New York 11219

Adelphi Academy
Principal/Director
3515 Ridge Boulevard
Brooklyn, New York 11209

Bais Brocho of Karlin Stolin
Principal/Director
4314 Tenth Avenue
Brooklyn, New York 11219

Bais Esther School
Principal/Director
50th Street
Brooklyn, New York 11219

Bais Ruchel School of Boro Park
Principal/Director
5301 14th Street
Brooklyn, New York 11219

Bais Yaakov D'Gur High School
Principal/Director
975 51st Street
Brooklyn, New York 11204

Bais Yaakov D'Khal Adas Yerim
Principal/Director
1169 43rd Stree
Brooklyn, New York 11219

Bayridge Prep School
Principal/Director
101 Ridge Boulevard
klyn, New York 11209

Beth Jacob High School
Principal/Director
4421 15th Avenue
Brooklyn, New York 11219

Bishop Kearney High School
Principal/Director
1202 60th Street
Brooklyn, New York 11204

Bnai Elozer School
Principal/Director
5120 Fort Hamilton Parkway
Brooklyn, New York 11219

Bnos Yakov of Boro Park
Principal/Director
1402 40th Street
Brooklyn, New York 11218

Bnos Yerushalayim
Principal/Director
600 McDonald Avenue
Brooklyn, New York 11218

Bnos Zion of Bobov
Principal/Director
[redacted] 14th Avenue
Brooklyn, New York 11219

Bobover Yeshiva Bnei Zion
Principal/Director
4206-10 15th Avenue
Brooklyn, New York 11219

Fontbonne Hall Academy
Principal/Director
9901 Shore Road
Brooklyn, New York 11209

Gerer Yeshiva/Mesivta Bais Yisroel
Principal/Director
5407 16th Avenue
Brooklyn, New York 11204

Machon Bais Yaakov Hilda Birn High School
Principal/Director
1681-83 42nd Street
[redacted]klyn, New York 11204

Magen David Yeshivah High School
Principal/Director
7801 Bay Parkway
Brooklyn, New York 11214

Merkaz Bnos High School
[redacted]cipal/Director
[redacted]0 West Sixth Street
Brooklyn, New York 11204

Mesifta Chsan Sofer and Rabbi Kluger School
Principal/Director
1876 50th Street
Brooklyn, New York 11204

Mesifta V'Yoel Moshei
Principal/Director
1260 49th Street
Brooklyn, New York 11219

Mesivta Lev Torah
Principal/Director
1976 52nd Street
Brooklyn, New York 11204

Mesivta Mkor Chaim
Principal/Director
[redacted]55th Street
[redacted]klyn, New York 11219

Mosdos Bnos Frima High School
Principal/Director
1377 42nd Street
Brooklyn, New York 11219

Polytech Prep Country Day School
Principal/Director
216 Seventh Avenue
Brooklyn, New York 11228

Sinai Academy Center
Principal/Director
2025 79th Street
Brooklyn, New York 11214

Tiferes Bais Yaakov High School
Principal/Director
5308 16th Avenue
[redacted]lyn, New York 11204

Tiferes Miriam High School for Girls
Principal/Director
6510 17th Avenue
Brooklyn, New York 11204

omer Devora High School for Girls
[redacted]ipal/Director
[redacted] 45th Street
rooklyn, New York 11219

Torah Uyirah of Boro Park
Principal/Director
1348 53rd Street
Brooklyn, New York 11219

'orah Vodaath High School
rincipal/Director
25 East Ninth Street
rooklyn, New York 11218

Viener Mesivta of Boro Park
Principal/Director
1350 50th Street
Brooklyn, New York 11219

:averian High School
rincipal/Director
[redacted] Shore Road
[redacted]klyn, New York 11209

Yeshiva Derech Chaim
Principal/Director
1573 39th Street
Brooklyn, New York 11218

'eshiva Gedolah of Midwood
rincipal/Director
01 Avenue F
rooklyn, New York 11218

Yeshiva Imrei Yosef Spinka
Principal/Director
5801 15th Avenue
Brooklyn, New York 11219

'eshiva Karlin Stolin
rincipal/Director
318 54th Street
[redacted]klyn, New York 11204

Yeshiva Machzikei Hadas
Principal/Director
1601 42nd Street
Brooklyn, New York 11204

Yeshiva Nesivas Chaim
[redacted]cipal/Director
[redacted] East Third Street
Brooklyn, New York 11218

Yeshiva Ohr Eliezer
Principal/Director
2115 Benson Avenue
Brooklyn, New York 11214

Yeshiva Or Hatorah Burshtin
Principal/Director
5822 11th Avenue
Brooklyn, New York 11219

Yeshiva Shaarei Yosher
Principal/Director
4102 16th Avenue
Brooklyn, New York 11204

Yeshiva Tiferes Bunim
Principal/Director
[redacted] 13th Avenue
Brooklyn, New York 11219

Yeshiva Tiferes Shmiel
Principal/Director
1517 56th Street
Brooklyn, New York 11219

Yeshiva Tifereth Elimelech
Principal/Director
1650 56th Street
Brooklyn, New York 11204

Yeshiva Torah Temimah
Principal/Director
555 Ocean Parkway
Brooklyn, New York 11218

Yeshiva Toras Chesed
Principal/Director
5506 16th Avenue
[redacted]oklyn, New York 11204

Yeshivas Novominsk – Kol Yehuda
Principal/Director
1569 47th Street
Brooklyn, New York 11219

drasa Al Islamiya
ipal/Director
24 Third Avenue
ooklyn, New York 11220

Bais Sarah Educational School for Girls
Principal/Director
1363 50th Street
Brooklyn, New York 11219

ais Tziporah
ipal/Director
449 39th Street
rooklyn, New York 11218

Bais Yaakov D'Chassidei Gur
Principal/Director
1975 51st Street
Brooklyn, New York 11204

Bais Yaakov of Brooklyn
ipal/Director
2 49th Street
Brooklyn, New York 11219

Bais Yaakov of 18th Avenue
Principal/Director
4419 18th Avenue
Brooklyn, New York 11204

Bais Yitzchak School
Principal/Director
1413 45th Street
Brooklyn, New York 11219

Bay Ridge Christian Academy
Principal/Director
6324 Seventh Avenue
Brooklyn, New York 11220

Beth Jacob of Boro Park
Principal/Director
1 46th Street
ooklyn, New York 11219

Bnos Margulia Viznitz
Principal/Director
1824 53rd Street
Brooklyn, New York 11204

[redacted]im Lamokom
[redacted]ipal/Director
[redacted]25 East Ninth Street
[redacted]rooklyn, New York 11218

The Cheder
Principal/Director
4001 16th Avenue
Brooklyn, New York 11218

[redacted]) & G Kaloidis Parochial School
[redacted]rincipal/Director
[redacted]502 Ridge Boulevard
[redacted]rooklyn, New York 11209

Gan Yisroel
Principal/Director
3909 15th Avenue
Brooklyn, New York 11218

[redacted]uild for Exceptional Children
[redacted]cipal/Director
[redacted]57th Street
[redacted]ooklyn, New York 11219

Hebrew Academy for Special Children
Principal/Director
1311 55th Street
Brooklyn, New York 11219

[redacted]loly Spirit School
[redacted]rincipal/Director
[redacted]668 46th Street
[redacted]rooklyn, New York 11204

Immaculate Heart of Mary School
Principal/Director
3002 Fort Hamilton Parkway
Brooklyn, New York 11218

[redacted]esser Malka
[redacted]rincipal/Director
[redacted]019 46th Street
[redacted]lyn, New York 11219

Leif Ericson Day School
Principal/Director
1037 72nd Street
Brooklyn, New York 11228

[redacted]ran Elementary School of Bay Ridge
[redacted]ipal/Director
0 Ovington Avenue
ooklyn, New York 11209

Magen David Yesh – Isaac Shlm E
Principal/Director
520 Avenue P
Brooklyn, New York 11204

osdos Chasidei Square
incipal/Director
373 43rd Street
rooklyn, New York 11219

Most Precious Blood School
Principal/Director
133-157 27th Avenue
Brooklyn, New York 11214

lew Hope Christian Academy
[redacted]cipal/Director
[redacted]Bay Ridge Avenue
rooklyn, New York 11220

Ohr Torah
Principal/Director
4615 14th Avenue, 3rd Floor
Brooklyn, New York 11219

)ur Lady of Angels School
'rincipal/Director
37-347 74th Street
3rooklyn, New York 11209

Our Lady of Guadalupe School
Principal/Director
1518 73rd Street
Brooklyn, New York 11228

)ur Lady of Perpetual Help Elementary School
'rincipal/Director
[redacted]2 Sixth Avenue
[redacted]oklyn, New York 11220

Regina Pacis School
Principal/Director
1201 66th Street
Brooklyn, New York 11219

[redacted]lsheles Bais Yaakov
[redacted]cipal/Director
681 42nd Street
Brooklyn, New York 11204

Shema Kolainu – Hear Our Voices
Principal/Director
1955 54th Street
Brooklyn, New York 11204

Saint Agatha School
Principal/Director
736 48th Street
Brooklyn, New York 11220

Saint Anslem School
Principal/Director
365 83rd Street
Brooklyn, New York 11209

Saint Athanasius School
[redacted]cipal/Director
[redacted] Bay Parkway
Brooklyn, New York 11204

Saint Bernadette School
Principal/Director
1313 83rd Street
Brooklyn, New York 11228

Saint Catharine of Alexandria School
Principal/Director
1053 41st Street
Brooklyn, New York 11219

Saint Ephrem School
Principal/Director
7415 Fort Hamilton Parkway
Brooklyn, New York 11228

Saint Finbar School
Principal/Director
1825 Bath Avenue
[redacted]klyn, New York 11214

Saint Frances Cabrini School
Principal/Director
21 Bay 11th Street
Brooklyn, New York 11228

[redacted]va Gedolah of Midwood
[redacted]ipal/Director
)1 Avenue F
rooklyn, New York 11218

Yeshiva Karlin Stolin
Principal/Director
1818 54th Street
Brooklyn, New York 11204

'eshiva Machzikei Hadas
'rincipal/Director
601 42nd Street
Brooklyn, New York 11204

Yeshiva Nesivas Chaim
Principal/Director
531 East Third Street
Brooklyn, New York 11218

Yeshiva of Brooklyn
[redacted]cipal/Director
[redacted]-74 Ocean Parkway
Brooklyn, New York 11230

Yeshiva of Flatbush
Principal/Director
1609 Avenue J
Brooklyn, New York 11230

Yeshiva Ohr Eliezer
Principal/Director
2115 Benson Avenue
Brooklyn, New York 11214

Yeshiva Shaarei Yosher
Principal/Director
4102 16th Avenue
Brooklyn, New York 11204

Yeshiva Tifereth Elimelech
Principal/Director
[redacted]0 56th Street
[redacted]oklyn, New York 11204

Yeshiva Torah Temimah
Principal/Director
555 Ocean Parkway
Brooklyn, New York 11218

Yaakov Academy
pal/Director
13-1223 Elm Avenue
ooklyn, New York 11230

Bais Yaakov D'Gur High School
Principal/Director
1975 51st Street
Brooklyn, New York 11204

eer Hagolah Institute High School
incipal/Director
)3 Neptune Avenue
rooklyn, New York 11235

Bet Yakov Ateret Torah High School
Principal/Director
1649 East 13th Street
Brooklyn, New York 11229

leth Jacob School for Girls
ipal/Director
irkville Avenue
Brooklyn, New York 11230

Bishop Kearney High School
Principal/Director
2202 60th Street
Brooklyn, New York 11204

Bnos Israel of East Flatbush
Principal/Director
1629 East 15th Street
Brooklyn, New York 11229

Bnos Yakov of Boro Park
Principal/Director
1402 40th Street
Brooklyn, New York 11218

Bnos Yerushalayim
Principal/Director
McDonald Avenue
oklyn, New York 11218

Berer Yeshiva/Mesivta Bais Yisroel
Principal/Director
5407 16th Avenue
Brooklyn, New York 11204

[redacted]h S. Gruss Yeshiva High School
[redacted]cipal/Director
1904 Avenue N
Brooklyn, New York 11230

Lubavitcher High School
Principal/Director
841-853 Ocean Parkway
Brooklyn, New York 11230

Machon Bais Yaakov Hilda Birn High School
Principal/Director
1681-83 42nd Street
Brooklyn, New York 11204

Magen David Yeshiva High School
Principal/Director
7801 Bay Parkway
Brooklyn, New York 11214

Merkaz Bnos High School
[redacted]cipal/Director
[redacted]0 West Sixth Street
Brooklyn, New York 11204

Mesifta Chsan Sofer and Rabbi Kluger School
Principal/Director
1876 50th Street
Brooklyn, New York 11204

Mesivta And Yeshiva Gedolah of Manhattan
Principal/Director
98 West End Avenue
Brooklyn, New York 11235

Mesivta Lev Torah
Principal/Director
1976 52nd Street
Brooklyn, New York 11204

Mesivta of Seagate
Principal/Director
[redacted]803 Nautilus Avenue
[redacted]ooklyn, New York 11224

Mesivta Tiferes Yisroel
Principal/Director
1271 East 35th Street
Brooklyn, New York 11210

[redacted]vta Yeshiva Rabbi Chaim Berlin School
[redacted]ipal/Director
585 Coney Island Avenue
Brooklyn, New York 11230

Mikdash Melech Mechina
Principal/Director
1326 Ocean Parkway
Brooklyn, New York 11230

Mirrer Yeshiva High School
Principal/Director
1795 Ocean Parkway
Brooklyn, New York 11223

New Vistas Academy
Principal/Director
2261 Church Avenue
Brooklyn, New York 11226

Polytech Prep Country Day School
[redacted]cipal/Director
[redacted] Seventh Avenue
Brooklyn, New York 11228

Prospect Park Bnos Leah High School
Principal/Director
1601 Avenue R
Brooklyn, New York 11229

Shaare Torah School
Principal/Director
1680 Coney Island Avenue
Brooklyn, New York 11230

Shulamith High School for Girls
Principal/Director
1277 East 14th Street
Brooklyn, New York 11230

Sinai Academy Center
Principal/Director
[redacted]5 79th Street
[redacted]oklyn, New York 11214

Soille Bais Yaakov High School
Principal/Director
2600 Ocean Avenue
Brooklyn, New York 11229

Mary Mother of Jesus School
[redacted]ipal/Director
401 23rd Avenue
rooklyn, New York 11214

Saint Patrick School
Principal/Director
401 97th Street
Brooklyn, New York 11209

tep-Special Torah Educational Program
rincipal/Director
601 14th Avenue
rooklyn, New York 11219

Talmud Torah D'Rabinu Yoel
Principal/Director
5411 Fort Hamilton Parkway
Brooklyn, New York 11219

almudical Torah Imrei Chaim
[redacted]cipal/Director
[redacted] 53rd Street
Brooklyn, New York 11204

Tashbar Learning Center
Principal/Director
1349 50th Street
Brooklyn, New York 11219

Tomer Dvora School
Principal/Director
1413 45th Street
Brooklyn, New York 11219

Visitation Academy
Principal/Director
8902 Ridge Boulevard
Brooklyn, New York 11209

Viznitzer Chaider Tiferes Yisroel
Principal/Director
1270 52nd Street
[redacted]klyn, New York 11219

Yeshiva Beth Hillel of Krasna
Principal/Director
1364-66 42nd Street
Brooklyn, New York 11219

[redacted]iva Boyan
[redacted]ipal/Director
208 44th Street
Brooklyn, New York 11219

Yeshiva Chasdei Torah
Principal/Director
2143 65th Street
Brooklyn, New York 11204

Yeshiva Congregation Toras Yuea
Principal/Director
1056 54th Street
Brooklyn, New York 11219

Yeshiva Kavunas Halev
Principal/Director
1654 43rd Street
Brooklyn, New York 11204

Yeshiva Kehilath Yakov
[redacted]cipal/Director
[redacted] Tenth Avenue
Brooklyn, New York 11219

Yeshiva Ohel Moshe
Principal/Director
7914 Bay Parkway
Brooklyn, New York 11214

Yeshiva Sharei Hatz
Principal/Director
1764 50th Street
Brooklyn, New York 11204

Yeshiva Torah Vodaath
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Yeshiva Yagdil Torah
Principal/Director
[redacted]0 18th Avenue
[redacted]klyn, New York 11204

Yeshiva Yesode Hatorah
Principal/Director
1350 50th Street
Brooklyn, New York 11219

Edmund Prep High School
ipal/Director
474 Ocean Avenue
Brooklyn, New York 11229

Tiferes Academy
Principal/Director
1960 Schenectady Avenue
Brooklyn, New York 11234

Tiferes Bais Yaakov High School
Principal/Director
1508 16th Avenue
Brooklyn, New York 11204

Tiferes Miriam High School for Girls
Principal/Director
6510 17th Avenue
Brooklyn, New York 11204

Torah Academy High School
cipal/Director
East Ninth Street
Brooklyn, New York 11223

Torah Vodaath High School
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Yeshiva D'Arkei Avoseinu
Principal/Director
293 Neptune Avenue
Brooklyn, New York 11235

Yeshiva Derech Chaim
Principal/Director
1573 39th Street
Brooklyn, New York 11218

Yeshiva Gedolah Academy of Beth Aaron School
Principal/Director
1 Bragg Street
klyn, New York 11229

Yeshiva Gedolah Bais Yisroel
Principal/Director
2002 Avenue J
Brooklyn, New York 11210

[redacted]hiva Toras Chesed
[redacted]cipal/Director
506 16th Avenue
Brooklyn, New York 11204

Yeshiva Vyelipol
Principal/Director
860 East 27th Street
Brooklyn, New York 11210

Yeshivat Ateret Torah School
Principal/Director
101 Quentin Road
Brooklyn, New York 11223

Yeshivat Or Hatorah
Principal/Director
2119 Homecrest Avenue
Brooklyn, New York 11229

Zvi Dov Roxa of Yeshiva Rambam
[redacted]ncipal/Director
[redacted]0 Kings Highway
Brooklyn, New York 11234

Ahaba Ve Ahva Cong and Yeshiva
Principal/Director
2001 East Seventh Street
Brooklyn, New York 11223

Ahi Exer Yeshiva
Principal/Director
2433 Olean Parkway
Brooklyn, New York 11235

Bais Tziporah
Principal/Director
1449 39th Street
Brooklyn, New York 11218

Bais Yaakov D'Chassidei Gur
Principal/Director
1975 51st Street
[redacted]ooklyn, New York 11204

Bais Yaakov of 18th Avenue
Principal/Director
4419 18th Avenue
Brooklyn, New York 11204

[redacted]i Yeshiva
[redacted]ipal/Director
[redacted]1 Avenue N
rooklyn, New York 11230

Bas Melech School for Girls
Principal/Director
116 Avenue I
Brooklyn, New York 11230

[redacted]e'Er Mordechai Elementary
rincipal/Director
670 Ocean Avenue
rooklyn, New York 11230

Bet Yaakov Ateret Torah
Principal/Director
1750 East Fourth Street
Brooklyn, New York 11223

[redacted]ig Apple Academy
[redacted]cipal/Director
[redacted] Brown Street
rooklyn, New York 11229

Bnos Margulia Viznitz
Principal/Director
1824 53rd Street
Brooklyn, New York 11204

[redacted]onim Lamokom
[redacted]rincipal/Director
[redacted]25 East Ninth Street
[redacted]rooklyn, New York 11218

Brooklyn Amity School
Principal/Director
2727 Coney Island Avenue
Brooklyn, New York 11235

Brooklyn Seventh Day Adventist Elementary School
Principal/Director
[redacted]0 Ocean Avenue
[redacted]klyn, New York 11230

The Cheder
Principal/Director
4001 16th Avenue
Brooklyn, New York 11218

[redacted]tian Heritage Academy
[redacted]ipal/Director
100 East 42nd Street
Brooklyn, New York 11210

Crown Heights Yeshiva
Principal/Director
6363 Avenue U
Brooklyn, New York 11234

First Impressions School
Principal/Director
782 Rogers Avenue
Brooklyn, New York 11226

Gan Yisroel
Principal/Director
3909 15th Avenue
Brooklyn, New York 11218

Gesher Yehuda
[redacted]cipal/Director
[redacted]venue T
Brooklyn, New York 11223

Good Shepherd School
Principal/Director
1943 Brown Street
Brooklyn, New York 11229

Happyland Manhattan Beach Day School
Principal/Director
190 Exeter Street
Brooklyn, New York 11235

Hebrew Institute for the Deaf
Principal/Director
1401 Avenue I
Brooklyn, New York 11230

Holy Cross School
Principal/Director
2520 Church Avenue
[redacted]klyn, New York 11226

Holy Innocents School
Principal/Director
249 East 17th Street
Brooklyn, New York 11226

[redacted] Spirit School
[redacted]ipal/Director
668 46th Street
Brooklyn, New York 11204

Immaculate Heart of Mary School
Principal/Director
3002 Fort Hamilton Parkway
Brooklyn, New York 11218

vdu School
Principal/Director
610 Avenue J
Brooklyn, New York 11230

Lev Bais Yaakov
Principal/Director
2710 Avenue X
Brooklyn, New York 11235

Lubavitcher School Chabad
[redacted]cipal/Director
[redacted] Ocean Parkway
Brooklyn, New York 11230

Magen David Yesh-Isaac Shalom Elementary School
Principal/Director
50 Avenue P
Brooklyn, New York 11204

Marine Park Day School
Principal/Director
1972 East 34th Street
Brooklyn, New York 11234

Mary Queen of Heaven School
Principal/Director
1326 East 57th Street
Brooklyn, New York 11234

Masores Bais Yaakov
Principal/Director
[redacted]05 Ocean Avenue
[redacted]ooklyn, New York 11230

Meorot Beit Yaakov
Principal/Director
1123 Avenue N, Room 2-B
Brooklyn, New York 11230

orah School
ipal/Director
714 East 17th Street
rooklyn, New York 11229

Mirrer Yeshiva Elementary School
Principal/Director
1795 Ocean Parkway
Brooklyn, New York 11223

Montessori School of Mill Basin
rincipal/Director
311 Avenue N
Brooklyn, New York 11234

Most Precious Blood School
Principal/Director
133-157 27th Avenue
Brooklyn, New York 11214

Our Lady Help of Christians School
cipal/Director
East 29th Street
Brooklyn, New York 11210

Our Lady of Grace School
Principal/Director
385 Avenue W
Brooklyn, New York 11223

Our Lady of Refuge School
Principal/Director
1087 Ocean Avenue
Brooklyn, New York 11230

Our Lady of Solace School
Principal/Director
2865 West 19th Street
Brooklyn, New York 11224

Prospect Park Yeshiva
Principal/Director
84 East 17th Street
oklyn, New York 11229

Rabbi Harry Halpern Day School
Principal/Director
1256 East 21st Street
Brooklyn, New York 11210

rrection School
ipal/Director
135 Gerritsen Avenue
rooklyn, New York 11229

hema Kolainu-Hear Our Voices
rincipal/Director
955 54th Street
Brooklyn, New York 11204

Saint Agnes Seminary
cipal/Director
Avenue R
Brooklyn, New York 11229

Saint Bernard School
Principal/Director
2030 East 69th Street
Brooklyn, New York 11234

Saint Finbar School
Principal/Director
825 Bath Avenue
oklyn, New York 11214

Shalsheles Bais Yaakov
Principal/Director
1681 42nd Street
Brooklyn, New York 11204

Shulamith School for Girls
Principal/Director
1277 East 14th Street
Brooklyn, New York 11230

Saint Athanasius School
Principal/Director
6120 Bay Parkway
Brooklyn, New York 11204

Saint Edmund Elementary School
Principal/Director
1902 Avenue T
Brooklyn, New York 11229

Saint Jerome School
Principal/Director
465 East 29th Street
Brooklyn, New York 11226

Mark School
pal/Director
502 East 19th Street
rooklyn, New York 11235

Saint Mary Mother of Jesus School
Principal/Director
8401 23rd Avenue
Brooklyn, New York 11214

aint Rose of Lima School
rincipal/Director
59 Parkville Avenue
Brooklyn, New York 11230

Saint Simon and Jude School
Principal/Director
294 Avenue T
Brooklyn, New York 11223

Saint Stephen's Lutheran Parochial School
cipal/Director
Newkirk Avenue
Brooklyn, New York 11226

Saint Thomas Aquinas School
Principal/Director
1501 Hendrickson Street
Brooklyn, New York 11234

Saint Vincent Ferrer School
Principal/Director
1603 Brooklyn Avenue
Brooklyn, New York 11210

Three Hierarchs School
Principal/Director
1724 Avenue P
Brooklyn, New York 11229

Windmill Montessori School
Principal/Director
1317 Avenue P
Brooklyn, New York 11229

Yeshiva Ahavas Torah
Principal/Director
2961 Norstrand Avenue
Brooklyn, New York 11229

va Bais Ephraim
ipal/Director
02 Avenue J
ooklyn, New York 11210

Yeshiva Dvar Zvi
Principal/Director
3868 Poplar Avenue
Brooklyn, New York 11224

eshiva Kavunas Halev
rincipal/Director
654 43rd Street
rooklyn, New York 11204

Yeshiva Ketana of Bensonhurst
Principal/Director
953 Coney Island Avenue
Brooklyn, New York 11230

eshiva of Kings Bay
ipal/Director
Avenue Z
Brooklyn, New York 11235

Yeshiva of Manhattan Beach
Principal/Director
60 West End Avenue
Brooklyn, New York 11235

Yeshiva Ohr Shraga D'Veretzky
Principal/Director
1223 East Eighth Street
Brooklyn, New York 11230

Yeshiva Rabbi Chaim Berlin
Principal/Director
1310 Avenue I
Brooklyn, New York 11230

Yeshiva Sharei Hatz
Principal/Director
4 50th Street
oklyn, New York 11204

Yeshiva Sharei Hayosher
Principal/Director
1334 Ocean Parkway
Brooklyn, New York 11230

[redacted]iva Torah Voddath
[redacted]ipal/Director
25 East Ninth Street
rooklyn, New York 11218

Yeshiva Toras Emes Kamenitz
Principal/Director
1904 Tenth Avenue, North
Brooklyn, New York 11230

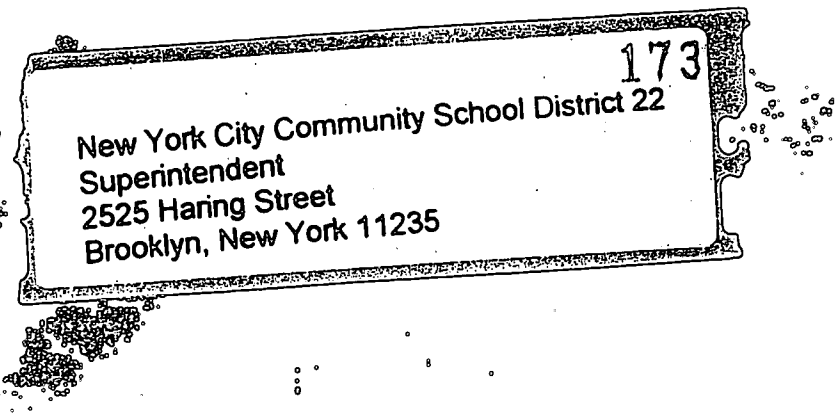
'eshiva Yagdil Torah
rincipal/Director
110 18th Avenue
rooklyn, New York 11204

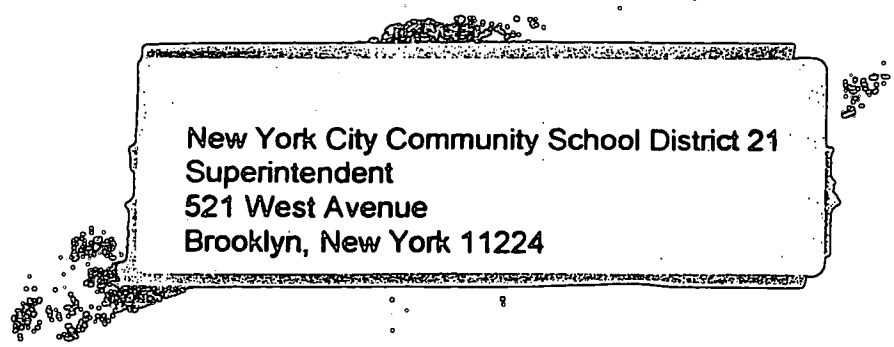
Yeshivah of Flatbush Elementary School
Principal/Director
919 East Tenth Street
Brooklyn, New York 11230

Yeshivat Mizrachi L'Banim
[redacted]cipal/Director
[redacted] Norstrand Avenue
Brooklyn, New York 11229

Yeshivat Ohel Torah
Principal/Director
1781 Ocean Parkway
Brooklyn, New York 11223

[redacted]ron Yehuda Bais Simcha
[redacted]ipal/Director
051 59th Street
rooklyn, New York 11219


173
New York City Community School District 22
Superintendent
2525 Haring Street
Brooklyn, New York 11235


New York City Community School District 21
Superintendent
521 West Avenue
Brooklyn, New York 11224

C

Charter Schools Institute
State University of New York

74 North Pearl Street, 4th Floor
Albany, New York 12207
Phone: (518) 433-8277
Fax: (518) 427-6510
www.newyorkcharters.org

James D. Merriman IV
Executive Director

May 19, 2004

Joel I. Klein
Chancellor
Tweed Building
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

Re: Approved Application

Dear Chancellor Klein:

This is to inform you that the Board of Trustees of the State University of New York (the "State University Trustees") met on May 18, 2004, and voted to approve the application for the Grand Concourse Academy Charter School.

Please be advised that application approved by the State University Trustees, together with proposed charter will be forwarded to the Board of Regents for its review and comment.

Should you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

James D. Merriman IV

c: Directors/Principals of non-public schools within geographic area
Darlene Mengel

oel I. Klein
hancellor
w York City Department of Education
2 Chambers Street, Room 405
New York, New York 10007

New York City Community School District 9
Principal/Director
1377 Jerome Avenue
Bronx, New York 10452

All Hallows Institute
Principal/Director
111 East 164th Street
Bronx, New York 10452

Aquinas High School
Principal/Director
685 East 182n Street
Bronx, New York 10457

Cardinal Hayes High School
Principal/Director
[illegible] Grand Concourse
[illegible]nx, New York 10451

Saint Pius V High School
Principal/Director
500 Courtlandt Avenue
Bronx, New York 10451

Bronx-Manhattan Seventh Day Adventist School
Principal/Director
1440 Plimpton Avenue
Bronx, New York 10452

Christ the King School
Principal/Director
1345 Grand Concourse
Bronx, New York 10452

Friendly Baptist Day Care
Principal/Director
1278 Nelson Avenue
Bronx, New York 10452

High Bridge Nursery School
Principal/Director
1531 University Avenue
Bronx, New York 10453

Holy Spirit School
[redacted]cipal/Director
1960 University Avenue
Bronx, New York 10453

The Learning Tree Prep School
Principal/Director
1885 University Avenue
Bronx, New York 10453

Melrose Community School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Miss Francine Day School II
Principal/Director
2169 Grand Concourse
Bronx, New York 14053

Parkside Nursery School and Kindergarten
Principal/Director
[redacted]0 Morris Avenue
Bronx, New York 10457

R. T. Hudson Elementary School
Principal/Director
1122 Forest Avenue
Bronx, New York 10456

Sacred Heart School
Principal/Director
95 West 168th School
Bronx, New York 10452

Shield Institute for Retarded Children
Principal/Director
1800 Andrews Avenue
Bronx, New York 10453

Saint Angela Merici School
Principal/Director
266 East 163rd Street
[redacted]nx, New York 10451

Saint Augustine School
Principal/Director
1176 Franklin Avenue
Bronx, New York 10456

Saint Joseph School
[redacted]cipal/Director
1946 Bathgate Avenue
Bronx, New York 10457

Saint Margaret Mary School
Principal/Director
121 East 177th Street
Bronx, New York 10453

Saint Martin of Tours School
Principal/Director
695 East 182nd Street
Bronx, New York 10457

Saint Peter and Paul School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Saint Simon Stock Elementary School
Principal/Director
[redacted]5 Valentine Avenue
Bronx, New York 10457

4

Charter Schools Institute
State University of New York

181

1 North Pearl Street, 4th Floor
Albany, New York 12207
Phone: (518) 433-8277
Fax: (518) 427-6510
www.newyorkcharters.org

James D. Merriman IV
Executive Director

March 11, 2004

Joel I. Klein
Chancellor
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

Dear Chancellor Klein:

As courtesy, please find enclosed a redacted copy of the following charter applications received by the State University of New York in its capacity as a charter entity:

Harlem Link Charter School
Grand Concourse Academy Charter School
Liberty Academy Charter School
Masters Charter School

The Institute is currently reviewing the enclosed application(s) and expects to make a recommendation to the State University Board of Trustees no later than June 2004. If approved the proposed school(s) would open either in the 2004-05 or the 2005-06 school year.

As you may be aware, a school district in which a charter school is proposed to be located is entitled (but not required) to comment on the "proposed charter" prior to its final issuance. Similarly, a school district may (but again is not required) to convene a public meeting to receive comment on that proposed charter. While a proposed charter would not be entered into until and unless the State University Trustees approved the above-named application(s), the Institute would welcome any comment that you might wish to provide on the application itself and prior to the State University Trustees taking any action.

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

Sincerely,

James D. Merriman IV

Enclosure

c: Superintendents of affected community school districts (w/o enclosure)
Directors/Principals of non-public schools within geographic area (w/o enclosure)

Klein
ellor
ew York City Department of Education
2 Chambers Street, Room 405
ew York, New York 10007

New York City Community School District 5
Superintendent
433 West 123rd Street
New York, New York 10027

lice High School
rincipal/Director
4 West 124th Street
lew York, New York 10027

Annunciation School
Principal/Director
461 West 131st Street
New York, New York 10027

Corpus Christi School
ipal/Director
West 121st Street
New York, New York 10027

Fellowship of Learning School
Principal/Director
70 West 126th Street
New York, New York 10027

Great Tomorrows USA School
Principal/Director
38 West 123rd Street
New York, New York 10027

Resurrection School
Principal/Director
282 West 151st Street
New York, New York 10039

Riverside Church Week Day School
Principal/Director
Riverside Drive
v York, New York 10027

Soul Saving Station –Christ Crusader
Principal/Director
302 West 124th Street
New York, New York 10027

[redacted] Aloysius School
[redacted]cipal/Director
123 West 132nd Street
New York, New York 10027

Saint Benedict Day Nursery and Kindergarten
Principal/Director
21 West 124th Street
New York, New York 10027

Saint Charles Borromeo School
Principal/Director
214 West 142nd Street
New York, New York 10030

Saint Joseph School
Principal/Director
168 Morningside Avenue
New York, New York 10027

Saint Mark the Evangelist School
[redacted]cipal/Director
[redacted]West 138th Street
New York, New York 10037

[redacted]

el I. Klein
ncellor
York City Department of Education
2 Chambers Street, Room 405
lew York, New York 10007

New York City Community School District 9
Principal/Director
1377 Jerome Avenue
Bronx, New York 10452

All Hallows Institute
rincipal/Director
111 East 164th Street
3ronx, New York 10452

Aquinas High School
Principal/Director
685 East 182n Street
Bronx, New York 10457

Cardinal Hayes High School
ncipal/Director
Grand Concourse
Bronx, New York 10451

Saint Pius V High School
Principal/Director
500 Courtlandt Avenue
Bronx, New York 10451

Bronx-Manhattan Seventh Day Adventist School
Principal/Director
1440 Plimpton Avenue
Bronx, New York 10452

Christ the King School
Principal/Director
1345 Grand Concourse
Bronx, New York 10452

Friendly Baptist Day Care
Principal/Director
1278 Nelson Avenue
nx, New York 10452

High Bridge Nursery School
Principal/Director
1531 University Avenue
Bronx, New York 10453

Spirit School
cipal/Director
960 University Avenue
Bronx, New York 10453

The Learning Tree Prep School
Principal/Director
1885 University Avenue
Bronx, New York 10453

Melrose Community School
Principal/Director
338 Brook Avenue
Bronx, New York 10451

Miss Francine Day School II
Principal/Director
2169 Grand Concourse
Bronx, New York 14053

Parkside Nursery School and Kindergarten
cipal/Director
Morris Avenue
Bronx, New York 10457

R. T. Hudson Elementary School
Principal/Director
1122 Forest Avenue
Bronx, New York 10456

Sacred Heart School
Principal/Director
95 West 168th School
Bronx, New York 10452

Shield Institute for Retarded Children
Principal/Director
1800 Andrews Avenue
Bronx, New York 10453

Saint Angela Merici School
Principal/Director
East 163rd Street
nx, New York 10451

Saint Augustine School
Principal/Director
1176 Franklin Avenue
Bronx, New York 10456

[redacted] Joseph School
[redacted]cipal/Director
1946 Bathgate Avenue
Bronx, New York 10457

Saint Margaret Mary School
Principal/Director
121 East 177th Street
Bronx, New York 10453

Saint Martin of Tours School
Principal/Director
695 East 182nd Street
Bronx, New York 10457

Saint Peter and Paul School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Saint Simon Stock Elementary School
[redacted]cipal/Director
[redacted] Valentine Avenue
Bronx, New York 10457

[redacted]. Klein
[redacted]cellor
ew York City Department of Education
2 Chambers Street, Room 405
lew York, New York 10007

New York City Community School District 14
Superintendent
215 Heyward Street
Brooklyn, New York 11206

3eth Chana School for Girls
'rincipal/Director
:20 Bedford Avenue
3rooklyn, New York 11211

Binos Desha
Principal/Director
131 Keap Street
Brooklyn, New York 11211

3nos Yakov School for Girls
[redacted]ipal/Director
[redacted]larrison Avenue
3rooklyn, New York 11211

Hychel Hatorah
Principal/Director
543 Bedford Avenue
Brooklyn, New York 11211

Jewish Center for Special Education
Principal/Director
430 Kent Avenue
Brooklyn, New York 11211

Kedishas Naftoli
Principal/Director
117 Keap Street
Brooklyn, New York 11211

Mesivta Nachlas Yacov-A Yerim
Principal/Director
[redacted] Wilson Street
[redacted]oklyn, New York 11211

Mosdos Chasidei Square
Principal/Director
105 Heyward Street
Brooklyn, New York 11206

Yeshiva Ateres Tzvi
[redacted]cipal/Director
[redacted]2 Ross Street
Brooklyn, New York 11211

Yeshiva Bnai Yesucher
Principal/Director
467 Bedford Avenue
Brooklyn, New York 11211

Yeshiva Chasdei Tzvi
Principal/Director
219 Keap Street
Brooklyn, New York 11211

Yeshiva Kehilath Yakov
Principal/Director
206 Wilson Street
Brooklyn, New York 11211

All Saints Elementary School
Principal/Director
[redacted]Throop Avenue
[redacted]klyn, New York 11206

Bais Yakov of Khal Adas Yereim
Principal/Director
563 Bedford Avenue
Brooklyn, New York 11211

Be'Ikvei Hatzoin
Principal/Director
1 Division Avenue
Brooklyn, New York 11211

Beth Rachel School for Girls
Principal/Director
82 Lee Avenue
Brooklyn, New York 11211

Binos Chayil
Principal/Director
45 Hewes Street
[redacted]klyn, New York 11211

Brooklyn Temple School
Principal/Director
3 Lewis Avenue
Brooklyn, New York 11206

Central Brooklyn Seventh Day Adventist School
Principal/Director
150 Boerum Street
Brooklyn, New York 11206

Mesivta Tifereth Zvi Spinka
Principal/Director
199 Lee Avenue
Brooklyn, New York 11211

Most Holy Trinity School
Principal/Director
140 Montrose Avenue
Brooklyn, New York 11206

Northside Catholic School at Mount Carmel
Principal/Director
10 Withers Street
Brooklyn, New York 11211

Northside Catholic School at Saint Vincent
Principal/Director
[redacted] North Seventh Street
Brooklyn, New York 11211

Nuestros Ninos Child Development School
Principal/Director
384 South Fourth Street
Brooklyn, New York 11211

Saint Anthony and Alphonsus School
Principal/Director
725 Leonard Street
Brooklyn, New York 11222

Saint Cecilia School
Principal/Director
1-15 Monitor School
Brooklyn, New York 11222

Saint John the Baptist School
Principal/Director
[redacted] Lewis Avenue
[redacted]klyn, New York 11206

Saint John the Evangelist Lutheran School
Principal/Director
195 Maujer Street
Brooklyn, New York 11206

[redacted] Mark's Lutheran School
[redacted]cipal/Director
526 Bushwick Avenue
Brooklyn, New York 11206

Saint Nicholas Elementary School
Principal/Director
287 Powers Street
Brooklyn, New York 11211

Saint Peter and Paul School
Principal/Director
288 Berry Street
Brooklyn, New York 11211

Saint Stanislaus Kostka School
Principal/Director
10 Newell Street
Brooklyn, New York 11222

Talmud Torah of Kasho
[redacted]cipal/Director
[redacted] Penn Street
Brooklyn, New York 11211

Talmud Torah Tashbar
Principal/Director
535 Bedford Avenue
Brooklyn, New York 11211

Talmud Torah Toldos Hillel-Krasna
Principal/Director
35 Hewes Street
Brooklyn, New York 11211

Transfiguration School
Principal/Director
250 Hooper Street
Brooklyn, New York 11211

UTA
Principal/Director
[redacted] Lee Avenue
[redacted]klyn, New York 11211

Yeshiva Beth Yitzchok D. Spinka
Principal/Director
575 Bedford Avenue
Brooklyn, New York 11211

[redacted]hiva Bnos Ahavas Israel
[redacted]ipal/Director
2 Franklin Avenue
Brooklyn, New York 11211

Yeshiva Bnos Spinka
Principal/Director
127 Wallabout Street
Brooklyn, New York 11206

Yeshiva Gedolah Ohr Yisroel
Principal/Director
181 Rutledge Street
Brooklyn, New York 11211

Yeshiva Mesivta Arugath Habosem
Principal/Director
40 Lynch Street
Brooklyn, New York 11206

Yeshiva Ohel Shaim D'Kaalov
[redacted]cipal/Director
[redacted]Hewes Street
Brooklyn, New York 11211

Yeshiva Tzemach Tzadik Viznitz
Principal/Director
186-88 Ross Street
Brooklyn, New York 11211

Yeshiva Yesode Hatorah
Principal/Director
105 Bedford Avenue
Brooklyn, New York 11211

Yeshiva Yesode Hatorah
Principal/Director
204 Keap Street
Brooklyn, New York 11211

[redacted]

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[redacted] York City Department of Education
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lew York, New York 10007

New York City Community School District 20
Superintendent
1031 59th Street
Brooklyn, New York 11219

\delphi Academy
'rincipal/Director
515 Ridge Boulevard
Brooklyn, New York 11209

Bais Brocho of Karlin Stolin
Principal/Director
4314 Tenth Avenue
Brooklyn, New York 11219

Bais Esther School
'rincipal/Director
[redacted] 50th Street
[redacted]oklyn, New York 11219

Bais Ruchel School of Boro Park
Principal/Director
5301 14th Street
Brooklyn, New York 11219

Bais Yaakov D'Gur High School
'rincipal/Director
975 51st Street
Brooklyn, New York 11204

Bais Yaakov D'Khal Adas Yerim
Principal/Director
1169 43rd Stree
Brooklyn, New York 11219

Bayridge Prep School
'rincipal/Director
[redacted]101 Ridge Boulevard
[redacted]klyn, New York 11209

Beth Jacob High School
Principal/Director
4421 15th Avenue
Brooklyn, New York 11219

Bishop Kearney High School
Principal/Director
1202 60th Street
Brooklyn, New York 11204

Bnai Elozer School
Principal/Director
5120 Fort Hamilton Parkway
Brooklyn, New York 11219

Bnos Yakov of Boro Park
Principal/Director
1402 40th Street
Brooklyn, New York 11218

Bnos Yerushalayim
Principal/Director
600 McDonald Avenue
Brooklyn, New York 11218

Bnos Zion of Bobov
Principal/Director
[redacted] 14th Avenue
Brooklyn, New York 11219

Bobover Yeshiva Bnei Zion
Principal/Director
4206-10 15th Avenue
Brooklyn, New York 11219

Fontbonne Hall Academy
Principal/Director
9901 Shore Road
Brooklyn, New York 11209

Gerer Yeshiva/Mesivta Bais Yisroel
Principal/Director
5407 16th Avenue
Brooklyn, New York 11204

Machon Bais Yaakov Hilda Birn High School
Principal/Director
1681-83 42nd Street
[redacted]klyn, New York 11204

Magen David Yeshivah High School
Principal/Director
7801 Bay Parkway
Brooklyn, New York 11214

Merkaz Bnos High School
[redacted]cipal/Director
[redacted]0 West Sixth Street
Brooklyn, New York 11204

Mesifta Chsan Sofer and Rabbi Kluger School
Principal/Director
1876 50th Street
Brooklyn, New York 11204

Mesifta V'Yoel Moshei
Principal/Director
960 49th Street
Brooklyn, New York 11219

Mesivta Lev Torah
Principal/Director
1976 52nd Street
Brooklyn, New York 11204

Mesivta Mkor Chaim
[redacted]incipal/Director
[redacted]55th Street
[redacted]klyn, New York 11219

Mosdos Bnos Frima High School
Principal/Director
1377 42nd Street
Brooklyn, New York 11219

'olytech Prep Country Day School
'rincipal/Director
216 Seventh Avenue
Brooklyn, New York 11228

Sinai Academy Center
Principal/Director
2025 79th Street
Brooklyn, New York 11214

iferes Bais Yaakov High School
rincipal/Director
508 16th Avenue
[redacted]lyn, New York 11204

Tiferes Miriam High School for Girls
Principal/Director
6510 17th Avenue
Brooklyn, New York 11204

'omer Devora High School for Girls
[redacted]ipal/Director
[redacted]5 45th Street
Brooklyn, New York 11219

Torah Uyirah of Boro Park
Principal/Director
1348 53rd Street
Brooklyn, New York 11219

Torah Vodaath High School
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Viener Mesivta of Boro Park
Principal/Director
1350 50th Street
Brooklyn, New York 11219

Yaverian High School
Principal/Director
[redacted] Shore Road
[redacted]klyn, New York 11209

Yeshiva Derech Chaim
Principal/Director
1573 39th Street
Brooklyn, New York 11218

Yeshiva Gedolah of Midwood
Principal/Director
201 Avenue F
Brooklyn, New York 11218

Yeshiva Imrei Yosef Spinka
Principal/Director
5801 15th Avenue
Brooklyn, New York 11219

Yeshiva Karlin Stolin
Principal/Director
1818 54th Street
[redacted]klyn, New York 11204

Yeshiva Machzikei Hadas
Principal/Director
1601 42nd Street
Brooklyn, New York 11204

Yeshiva Nesivas Chaim
[redacted]ipal/Director
[redacted] East Third Street
Brooklyn, New York 11218

Yeshiva Ohr Eliezer
Principal/Director
2115 Benson Avenue
Brooklyn, New York 11214

Yeshiva Or Hatorah Burshtin
Principal/Director
822 11th Avenue
Brooklyn, New York 11219

Yeshiva Shaarei Yosher
Principal/Director
4102 16th Avenue
Brooklyn, New York 11204

Yeshiva Tiferes Bunim
Principal/Director
[redacted] 13th Avenue
Brooklyn, New York 11219

Yeshiva Tiferes Shmiel
Principal/Director
1517 56th Street
Brooklyn, New York 11219

Yeshiva Tifereth Elimelech
Principal/Director
650 56th Street
Brooklyn, New York 11204

Yeshiva Torah Temimah
Principal/Director
555 Ocean Parkway
Brooklyn, New York 11218

Yeshiva Toras Chesed
Principal/Director
506 16th Avenue
[redacted]klyn, New York 11204

Yeshivas Novominsk – Kol Yehuda
Principal/Director
1569 47th Street
Brooklyn, New York 11219

drasa Al Islamiya
cipal/Director
24 Third Avenue
ooklyn, New York 11220

Bais Sarah Educational School for Girls
Principal/Director
1363 50th Street
Brooklyn, New York 11219

ais Tziporah
rincipal/Director
449 39th Street
rooklyn, New York 11218

Bais Yaakov D'Chassidei Gur
Principal/Director
1975 51st Street
Brooklyn, New York 11204

ais Yaakov of Brooklyn
ipal/Director
49th Street
Brooklyn, New York 11219

Bais Yaakov of 18th Avenue
Principal/Director
4419 18th Avenue
Brooklyn, New York 11204

Bais Yitzchak School
Principal/Director
1413 45th Street
Brooklyn, New York 11219

Bay Ridge Christian Academy
Principal/Director
6324 Seventh Avenue
Brooklyn, New York 11220

Beth Jacob of Boro Park
Principal/Director
1 46th Street
ooklyn, New York 11219

Bnos Margulia Viznitz
Principal/Director
1824 53rd Street
Brooklyn, New York 11204

[redacted]im Lamokom
[redacted]pal/Director
[redacted] East Ninth Street
rooklyn, New York 11218

The Cheder
Principal/Director
4001 16th Avenue
Brooklyn, New York 11218

& G Kaloidis Parochial School
incipal/Director
502 Ridge Boulevard
rooklyn, New York 11209

Gan Yisroel
Principal/Director
3909 15th Avenue
Brooklyn, New York 11218

uild for Exceptional Children
incipal/Director
[redacted]57th Street
ooklyn, New York 11219

Hebrew Academy for Special Children
Principal/Director
1311 55th Street
Brooklyn, New York 11219

oly Spirit School
rincipal/Director
668 46th Street
rooklyn, New York 11204

Immaculate Heart of Mary School
Principal/Director
3002 Fort Hamilton Parkway
Brooklyn, New York 11218

esser Malka
rincipal/Director
019 46th Street
[redacted]lyn, New York 11219

Leif Ericson Day School
Principal/Director
1037 72nd Street
Brooklyn, New York 11228

[redacted]ran Elementary School of Bay Ridge
[redacted]ipal/Director
40 Ovington Avenue
rooklyn, New York 11209

Magen David Yesh – Isaac Shlm E
Principal/Director
520 Avenue P
Brooklyn, New York 11204

Mosdos Chasidei Square
Principal/Director
373 43rd Street
Brooklyn, New York 11219

Most Precious Blood School
Principal/Director
133-157 27th Avenue
Brooklyn, New York 11214

New Hope Christian Academy
[redacted]cipal/Director
[redacted]Bay Ridge Avenue
Brooklyn, New York 11220

Ohr Torah
Principal/Director
4615 14th Avenue, 3rd Floor
Brooklyn, New York 11219

Our Lady of Angels School
Principal/Director
337-347 74th Street
Brooklyn, New York 11209

Our Lady of Guadalupe School
Principal/Director
1518 73rd Street
Brooklyn, New York 11228

Our Lady of Perpetual Help Elementary School
Principal/Director
[redacted]2 Sixth Avenue
[redacted]ooklyn, New York 11220

Regina Pacis School
Principal/Director
1201 66th Street
Brooklyn, New York 11219

[redacted]lsheles Bais Yaakov
[redacted]cipal/Director
681 42nd Street
Brooklyn, New York 11204

Shema Kolainu – Hear Our Voices
Principal/Director
1955 54th Street
Brooklyn, New York 11204

Saint Agatha School
Principal/Director
736 48th Street
Brooklyn, New York 11220

Saint Anslem School
Principal/Director
365 83rd Street
Brooklyn, New York 11209

Saint Athanasius School
[redacted]ncipal/Director
[redacted] Bay Parkway
Brooklyn, New York 11204

Saint Bernadette School
Principal/Director
1313 83rd Street
Brooklyn, New York 11228

Saint Catharine of Alexandria School
Principal/Director
1053 41st Street
Brooklyn, New York 11219

Saint Ephrem School
Principal/Director
7415 Fort Hamilton Parkway
Brooklyn, New York 11228

Saint Finbar School
Principal/Director
1825 Bath Avenue
[redacted]klyn, New York 11214

Saint Frances Cabrini School
Principal/Director
21 Bay 11th Street
Brooklyn, New York 11228

va Gedolah of Midwood
ipal/Director
Avenue F
ooklyn, New York 11218

Yeshiva Karlin Stolin
Principal/Director
1818 54th Street
Brooklyn, New York 11204

shiva Machzikei Hadas
ncipal/Director
01 42nd Street
ooklyn, New York 11204

Yeshiva Nesivas Chaim
Principal/Director
531 East Third Street
Brooklyn, New York 11218

eshiva of Brooklyn
ipal/Director
-74 Ocean Parkway
rooklyn, New York 11230

Yeshiva of Flatbush
Principal/Director
1609 Avenue J
Brooklyn, New York 11230

eshiva Ohr Eliezer
rincipal/Director
115 Benson Avenue
Brooklyn, New York 11214

Yeshiva Shaarei Yosher
Principal/Director
4102 16th Avenue
Brooklyn, New York 11204

Yeshiva Tifereth Elimelech
Principal/Director
50 56th Street
oklyn, New York 11204

Yeshiva Torah Temimah
Principal/Director
555 Ocean Parkway
Brooklyn, New York 11218

Yaakov Academy
pal/Director
13-1223 Elm Avenue
ooklyn, New York 11230

Bais Yaakov D'Gur High School
Principal/Director
1975 51st Street
Brooklyn, New York 11204

eer Hagolah Institute High School
rincipal/Director
93 Neptune Avenue
rooklyn, New York 11235

Bet Yakov Ateret Torah High School
Principal/Director
1649 East 13th Street
Brooklyn, New York 11229

3eth Jacob School for Girls
ipal/Director
arkville Avenue
3rooklyn, New York 11230

Bishop Kearney High School
Principal/Director
2202 60th Street
Brooklyn, New York 11204

Bnos Israel of East Flatbush
Principal/Director
1629 East 15th Street
Brooklyn, New York 11229

Bnos Yakov of Boro Park
Principal/Director
1402 40th Street
Brooklyn, New York 11218

Bnos Yerushalayim
Principal/Director
McDonald Avenue
oklyn, New York 11218

Berer Yeshiva/Mesivta Bais Yisroel
Principal/Director
5407 16th Avenue
Brooklyn, New York 11204

[redacted]oh S. Gruss Yeshiva High School
[redacted]cipal/Director
[redacted]1904 Avenue N
Brooklyn, New York 11230

Lubavitcher High School
Principal/Director
841-853 Ocean Parkway
Brooklyn, New York 11230

Machon Bais Yaakov Hilda Birn High School
Principal/Director
1681-83 42nd Street
Brooklyn, New York 11204

Magen David Yeshiva High School
Principal/Director
7801 Bay Parkway
Brooklyn, New York 11214

Merkaz Bnos High School
[redacted]ncipal/Director
[redacted]0 West Sixth Street
Brooklyn, New York 11204

Mesifta Chsan Sofer and Rabbi Kluger School
Principal/Director
1876 50th Street
Brooklyn, New York 11204

Mesivta And Yeshiva Gedolah of Manhattan
Principal/Director
98 West End Avenue
Brooklyn, New York 11235

Mesivta Lev Torah
Principal/Director
1976 52nd Street
Brooklyn, New York 11204

Mesivta of Seagate
Principal/Director
[redacted]2803 Nautilus Avenue
[redacted]ooklyn, New York 11224

Mesivta Tiferes Yisroel
Principal/Director
1271 East 35th Street
Brooklyn, New York 11210

[redacted]ivta Yeshiva Rabbi Chaim Berlin School
[redacted]ipal/Director
585 Coney Island Avenue
Brooklyn, New York 11230

Mikdash Melech Mechina
Principal/Director
1326 Ocean Parkway
Brooklyn, New York 11230

Mirrer Yeshiva High School
Principal/Director
1795 Ocean Parkway
Brooklyn, New York 11223

New Vistas Academy
Principal/Director
2261 Church Avenue
Brooklyn, New York 11226

Polytech Prep Country Day School
[redacted]cipal/Director
[redacted] Seventh Avenue
Brooklyn, New York 11228

Prospect Park Bnos Leah High School
Principal/Director
1601 Avenue R
Brooklyn, New York 11229

Shaare Torah School
Principal/Director
1680 Coney Island Avenue
Brooklyn, New York 11230

Shulamith High School for Girls
Principal/Director
1277 East 14th Street
Brooklyn, New York 11230

Sinai Academy Center
Principal/Director
[redacted]025 79th Street
[redacted]oklyn, New York 11214

Soille Bais Yaakov High School
Principal/Director
2600 Ocean Avenue
Brooklyn, New York 11229

[redacted] Mary Mother of Jesus School
[redacted]ipal/Director
401 23rd Avenue
rooklyn, New York 11214

Saint Patrick School
Principal/Director
401 97th Street
Brooklyn, New York 11209

tep-Special Torah Educational Program
rincipal/Director
601 14th Avenue
Brooklyn, New York 11219

Talmud Torah D'Rabinu Yoel
Principal/Director
5411 Fort Hamilton Parkway
Brooklyn, New York 11219

Talmudical Torah Imrei Chaim
[redacted]cipal/Director
[redacted] 53rd Street
Brooklyn, New York 11204

Tashbar Learning Center
Principal/Director
1349 50th Street
Brooklyn, New York 11219

Tomer Dvora School
Principal/Director
1413 45th Street
Brooklyn, New York 11219

Visitation Academy
Principal/Director
8902 Ridge Boulevard
Brooklyn, New York 11209

Viznitzer Chaider Tiferes Yisroel
Principal/Director
1270 52nd Street
[redacted]klyn, New York 11219

Yeshiva Beth Hillel of Krasna
Principal/Director
1364-66 42nd Street
Brooklyn, New York 11219

[redacted]iva Boyan
[redacted]ipal/Director
208 44th Street
Brooklyn, New York 11219

Yeshiva Chasdei Torah
Principal/Director
2143 65th Street
Brooklyn, New York 11204

Yeshiva Congregation Toras Yuea
Principal/Director
1056 54th Street
Brooklyn, New York 11219

Yeshiva Kavunas Halev
Principal/Director
1654 43rd Street
Brooklyn, New York 11204

Yeshiva Kehilath Yakov
[redacted]cipal/Director
[redacted] Tenth Avenue
Brooklyn, New York 11219

Yeshiva Ohel Moshe
Principal/Director
7914 Bay Parkway
Brooklyn, New York 11214

Yeshiva Sharei Hatz
Principal/Director
1764 50th Street
Brooklyn, New York 11204

Yeshiva Torah Vodaath
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Yeshiva Yagdil Torah
Principal/Director
[redacted]10 18th Avenue
[redacted]klyn, New York 11204

Yeshiva Yesode Hatorah
Principal/Director
1350 50th Street
Brooklyn, New York 11219

Edmund Prep High School
ipal/Director
74 Ocean Avenue
ooklyn, New York 11229

Tiferes Academy
Principal/Director
1960 Schenectady Avenue
Brooklyn, New York 11234

iferes Bais Yaakov High School
rincipal/Director
508 16th Avenue
rooklyn, New York 11204

Tiferes Miriam High School for Girls
Principal/Director
6510 17th Avenue
Brooklyn, New York 11204

orah Academy High School
cipal/Director
East Ninth Street
Brooklyn, New York 11223

Torah Vodaath High School
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Yeshiva D'Arkei Avoseinu
Principal/Director
293 Neptune Avenue
Brooklyn, New York 11235

Yeshiva Derech Chaim
Principal/Director
1573 39th Street
Brooklyn, New York 11218

Yeshiva Gedolah Academy of Beth Aaron School
Principal/Director
1 Bragg Street
oklyn, New York 11229

Yeshiva Gedolah Bais Yisroel
Principal/Director
2002 Avenue J
Brooklyn, New York 11210

eshiva Toras Chesed
cipal/Director
506 16th Avenue
rooklyn, New York 11204

Yeshiva Vyelipol
Principal/Director
860 East 27th Street
Brooklyn, New York 11210

Yeshivat Ateret Torah School
Principal/Director
901 Quentin Road
Brooklyn, New York 11223

Yeshivat Or Hatorah
Principal/Director
2119 Homecrest Avenue
Brooklyn, New York 11229

Zvi Dov Roxa of Yeshiva Rambam
Principal/Director
[redacted] Kings Highway
Brooklyn, New York 11234

Ahaba Ve Ahva Cong and Yeshiva
Principal/Director
2001 East Seventh Street
Brooklyn, New York 11223

Ahi Exer Yeshiva
Principal/Director
2433 Olean Parkway
Brooklyn, New York 11235

Bais Tziporah
Principal/Director
1449 39th Street
Brooklyn, New York 11218

Bais Yaakov D'Chassidei Gur
Principal/Director
1975 51st Street
[redacted]ooklyn, New York 11204

Bais Yaakov of 18th Avenue
Principal/Director
4419 18th Avenue
Brooklyn, New York 11204

[redacted]ai Yeshiva
[redacted]ipal/Director
[redacted]1 Avenue N
[redacted]rooklyn, New York 11230

Bas Melech School for Girls
Principal/Director
116 Avenue I
Brooklyn, New York 11230

[redacted]e'Er Mordechai Elementary
[redacted]rincipal/Director
[redacted]67[redacted] Ocean Avenue
[redacted]rooklyn, New York 11230

Bet Yaakov Ateret Torah
Principal/Director
1750 East Fourth Street
Brooklyn, New York 11223

[redacted]ig Apple Academy
[redacted]cipal/Director
[redacted] Brown Street
[redacted]rooklyn, New York 11229

Bnos Margulia Viznitz
Principal/Director
1824 53rd Street
Brooklyn, New York 11204

Bonim Lamokom
Principal/Director
425 East Ninth Street
Brooklyn, New York 11218

Brooklyn Amity School
Principal/Director
2727 Coney Island Avenue
Brooklyn, New York 11235

Brooklyn Seventh Day Adventist Elementary School
Principal/Director
[redacted]60 Ocean Avenue
[redacted]oklyn, New York 11230

The Cheder
Principal/Director
4001 16th Avenue
Brooklyn, New York 11218

hristian Heritage Academy
ipal/Director
100 East 42nd Street
rooklyn, New York 11210

Crown Heights Yeshiva
Principal/Director
6363 Avenue U
Brooklyn, New York 11234

irst Impressions School
rincipal/Director
82 Rogers Avenue
3rooklyn, New York 11226

Gan Yisroel
Principal/Director
3909 15th Avenue
Brooklyn, New York 11218

Gesher Yehuda
rincipal/Director
venue T
3rooklyn, New York 11223

Good Shepherd School
Principal/Director
1943 Brown Street
Brooklyn, New York 11229

Happyland Manhattan Beach Day School
Principal/Director
190 Exeter Street
Brooklyn, New York 11235

Hebrew Institute for the Deaf
Principal/Director
1401 Avenue I
Brooklyn, New York 11230

Holy Cross School
Principal/Director
2520 Church Avenue
klyn, New York 11226

Holy Innocents School
Principal/Director
249 East 17th Street
Brooklyn, New York 11226

Spirit School
ipal/Director
668 46th Street
rooklyn, New York 11204

Immaculate Heart of Mary School
Principal/Director
3002 Fort Hamilton Parkway
Brooklyn, New York 11218

vdu School
rincipal/Director
.610 Avenue J
3rooklyn, New York 11230

Lev Bais Yaakov
Principal/Director
2710 Avenue X
Brooklyn, New York 11235

Lubavitcher School Chabad
cipal/Director
Ocean Parkway
Brooklyn, New York 11230

Magen David Yesh-Isaac Shalom Elementary School
Principal/Director
50 Avenue P
Brooklyn, New York 11204

Marine Park Day School
Principal/Director
1972 East 34th Street
Brooklyn, New York 11234

Mary Queen of Heaven School
Principal/Director
1326 East 57th Street
Brooklyn, New York 11234

Masores Bais Yaakov
Principal/Director
1395 Ocean Avenue
oklyn, New York 11230

Meorot Beit Yaakov
Principal/Director
1123 Avenue N, Room 2-B
Brooklyn, New York 11230

orah School
ipal/Director
714 East 17th Street
rooklyn, New York 11229

Mirrer Yeshiva Elementary School
Principal/Director
1795 Ocean Parkway
Brooklyn, New York 11223

Montessori School of Mill Basin
Principal/Director
5311 Avenue N
Brooklyn, New York 11234

Most Precious Blood School
Principal/Director
133-157 27th Avenue
Brooklyn, New York 11214

Our Lady Help of Christians School
Principal/Director
[redacted] East 29th Street
Brooklyn, New York 11210

Our Lady of Grace School
Principal/Director
385 Avenue W
Brooklyn, New York 11223

Our Lady of Refuge School
Principal/Director
1087 Ocean Avenue
Brooklyn, New York 11230

Our Lady of Solace School
Principal/Director
2865 West 19th Street
Brooklyn, New York 11224

Prospect Park Yeshiva
Principal/Director
1784 East 17th Street
[redacted]ooklyn, New York 11229

Rabbi Harry Halpern Day School
Principal/Director
1256 East 21st Street
Brooklyn, New York 11210

[redacted]rrection School
[redacted]ipal/Director
335 Gerritsen Avenue
rooklyn, New York 11229

Shalsheles Bais Yaakov
Principal/Director
1681 42nd Street
Brooklyn, New York 11204

[redacted]hema Kolainu-Hear Our Voices
[redacted]rincipal/Director
955 54th Street
Brooklyn, New York 11204

Shulamith School for Girls
Principal/Director
1277 East 14th Street
Brooklyn, New York 11230

Saint Agnes Seminary
[redacted]ncipal/Director
[redacted] Avenue R
Brooklyn, New York 11229

Saint Athanasius School
Principal/Director
6120 Bay Parkway
Brooklyn, New York 11204

Saint Bernard School
Principal/Director
2030 East 69th Street
Brooklyn, New York 11234

Saint Edmund Elementary School
Principal/Director
1902 Avenue T
Brooklyn, New York 11229

Saint Finbar School
Principal/Director
1825 Bath Avenue
[redacted]oklyn, New York 11214

Saint Jerome School
Principal/Director
465 East 29th Street
Brooklyn, New York 11226

aint Mark School
[redacted]pal/Director
602 East 19th Street
Brooklyn, New York 11235

Saint Mary Mother of Jesus School
Principal/Director
8401 23rd Avenue
Brooklyn, New York 11214

Saint Rose of Lima School
Principal/Director
159 Parkville Avenue
Brooklyn, New York 11230

Saint Simon and Jude School
Principal/Director
294 Avenue T
Brooklyn, New York 11223

Saint Stephen's Lutheran Parochial School
Principal/Director
[redacted] Newkirk Avenue
Brooklyn, New York 11226

Saint Thomas Aquinas School
Principal/Director
1501 Hendrickson Street
Brooklyn, New York 11234

Saint Vincent Ferrer School
Principal/Director
1603 Brooklyn Avenue
Brooklyn, New York 11210

Three Hierarchs School
Principal/Director
1724 Avenue P
Brooklyn, New York 11229

Windmill Montessori School
Principal/Director
1317 Avenue P
[redacted]ooklyn, New York 11229

Yeshiva Ahavas Torah
Principal/Director
2961 Norstrand Avenue
Brooklyn, New York 11229

iva Bais Ephraim
ipal/Director
302 Avenue J
rooklyn, New York 11210

Yeshiva Dvar Zvi
Principal/Director
3868 Poplar Avenue
Brooklyn, New York 11224

'eshiva Kavunas Halev
rincipal/Director
654 43rd Street
Brooklyn, New York 11204

Yeshiva Ketana of Bensonhurst
Principal/Director
953 Coney Island Avenue
Brooklyn, New York 11230

Yeshiva of Kings Bay
cipal/Director
Avenue Z
Brooklyn, New York 11235

Yeshiva of Manhattan Beach
Principal/Director
60 West End Avenue
Brooklyn, New York 11235

Yeshiva Ohr Shraga D'Veretzky
Principal/Director
1223 East Eighth Street
Brooklyn, New York 11230

Yeshiva Rabbi Chaim Berlin
Principal/Director
1310 Avenue I
Brooklyn, New York 11230

Yeshiva Sharei Hatz
Principal/Director
1764 50th Street
Brooklyn, New York 11204

Yeshiva Sharei Hayosher
Principal/Director
1334 Ocean Parkway
Brooklyn, New York 11230

[redacted]hiva Torah Voddath
[redacted]ipal/Director
25 East Ninth Street
rooklyn, New York 11218

Yeshiva Toras Emes Kamenitz
Principal/Director
1904 Tenth Avenue, North
Brooklyn, New York 11230

'eshiva Yagdil Torah
rincipal/Director
110 18th Avenue
3rooklyn, New York 11204

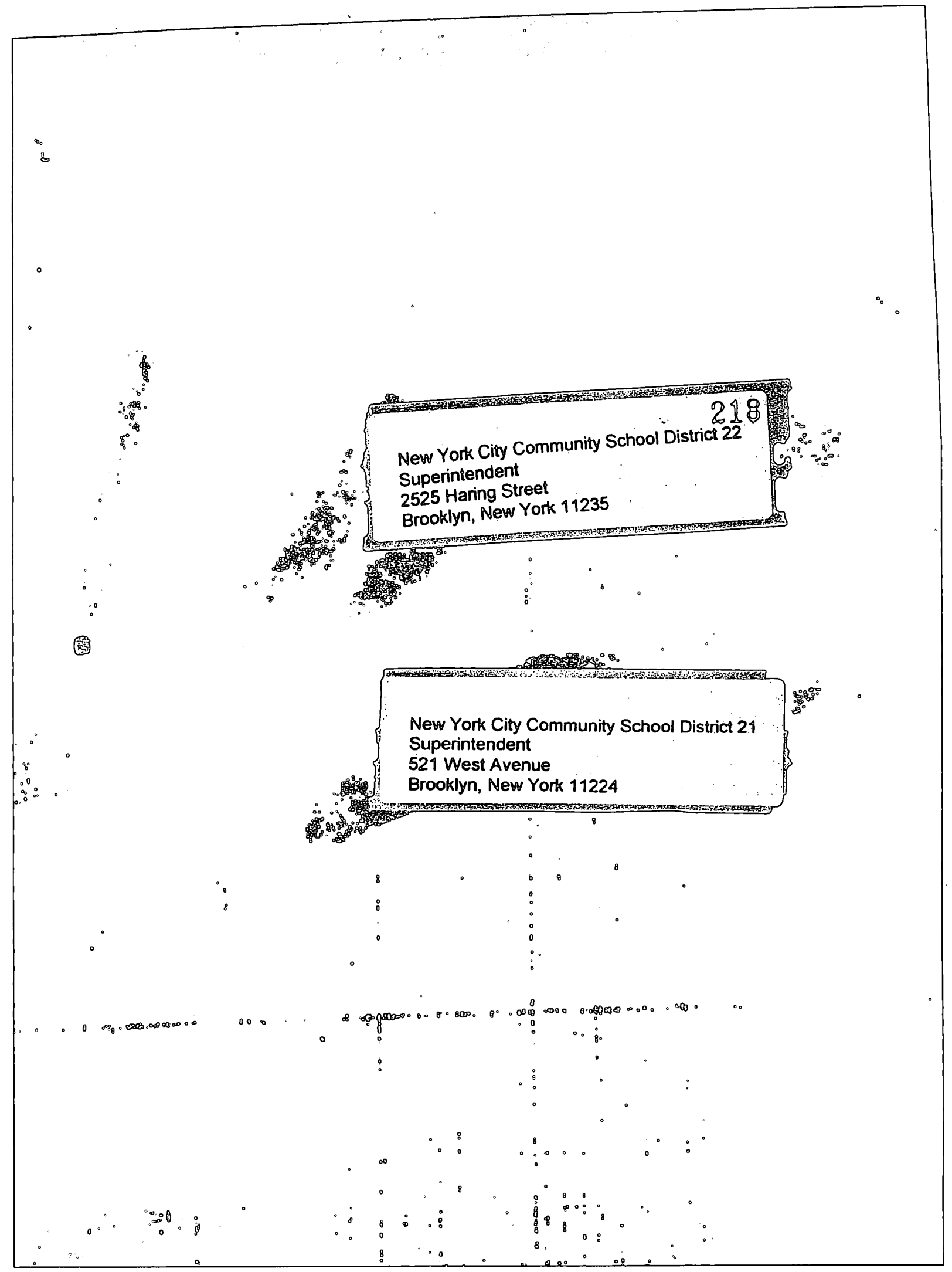
Yeshivah of Flatbush Elementary School
Principal/Director
919 East Tenth Street
Brooklyn, New York 11230

Yeshivat Mizrachi L'Banim
[redacted]cipal/Director
[redacted]Norstrand Avenue
Brooklyn, New York 11229

Yeshivat Ohel Torah
Principal/Director
1781 Ocean Parkway
Brooklyn, New York 11223

[redacted]

[redacted]bron Yehuda Bais Simcha
[redacted]ipal/Director
351 59th Street
Brooklyn, New York 11219


218
New York City Community School District 22
Superintendent
2525 Haring Street
Brooklyn, New York 11235
New York City Community School District 21
Superintendent
521 West Avenue
Brooklyn, New York 11224

B

Charter Schools Institute
State University of New York

220

74 North Pearl Street, 4th Floor
Albany, New York 12207
Phone: (518) 433-8277
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James D. Merriman IV
Executive Director

May 19, 2004

Joel I. Klein
Chancellor
Tweed Building
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

Re: Approved Application

Dear Chancellor Klein:

This is to inform you that the Board of Trustees of the State University of New York (the "State University Trustees") met on May 18, 2004, and voted to approve the application for the Grand Concourse Academy Charter School.

Please be advised that application approved by the State University Trustees, together with proposed charter will be forwarded to the Board of Regents for its review and comment.

Should you have any questions please do not hesitate to contact me. Thank you.

Sincerely,

James D. Merriman IV

c: Directors/Principals of non-public schools within geographic area
Darlene Mengel

Joel I. Klein
Chancellor
New York City Department of Education
52 Chambers Street, Room 405
New York, New York 10007

New York City Community School District 9
Principal/Director
1377 Jerome Avenue
Bronx, New York 10452

All Hallows Institute
Principal/Director
111 East 164th Street
Bronx, New York 10452

Aquinas High School
Principal/Director
685 East 182n Street
Bronx, New York 10457

Cardinal Hayes High School
Principal/Director
Grand Concourse
Bronx, New York 10451

Saint Pius V High School
Principal/Director
500 Courtlandt Avenue
Bronx, New York 10451

Bronx-Manhattan Seventh Day Adventist School
Principal/Director
1440 Plimpton Avenue
Bronx, New York 10452

Christ the King School
Principal/Director
1345 Grand Concourse
Bronx, New York 10452

Friendly Baptist Day Care
Principal/Director
1278 Nelson Avenue
Bronx, New York 10452

High Bridge Nursery School
Principal/Director
1531 University Avenue
Bronx, New York 10453

Holy Spirit School
[redacted]cipal/Director
1960 University Avenue
Bronx, New York 10453

The Learning Tree Prep School
Principal/Director
1885 University Avenue
Bronx, New York 10453

Melrose Community School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Miss Francine Day School II
Principal/Director
2169 Grand Concourse
Bronx, New York 14053

Parkside Nursery School and Kindergarten
Principal/Director
[redacted]9 Morris Avenue
Bronx, New York 10457

R. T. Hudson Elementary School
Principal/Director
1122 Forest Avenue
Bronx, New York 10456

Sacred Heart School
Principal/Director
95 West 168th School
Bronx, New York 10452

Shield Institute for Retarded Children
Principal/Director
1800 Andrews Avenue
Bronx, New York 10453

Saint Angela Merici School
Principal/Director
266 East 163rd Street
[redacted]nx, New York 10451

Saint Augustine School
Principal/Director
1176 Franklin Avenue
Bronx, New York 10456

Saint Joseph School
[redacted]cipal/Director
1946 Bathgate Avenue
Bronx, New York 10457

Saint Margaret Mary School
Principal/Director
121 East 177th Street
Bronx, New York 10453

Saint Martin of Tours School
Principal/Director
695 East 182nd Street
Bronx, New York 10457

Saint Peter and Paul School
Principal/Director
838 Brook Avenue
Bronx, New York 10451

Saint Simon Stock Elementary School
[redacted]incipal/Director
[redacted] Valentine Avenue
Bronx, New York 10457

Charter Schools Unit

MAY 25 2004



CHARTER

DATED AS OF MAY 24, 2004

BETWEEN

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

AND

APPLICANT FOR THE
GRAND CONCOURSE ACADEMY CHARTER SCHOOL

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CHARTER

This agreement is executed on this 24th day of May, 2004 by and between the Board of Trustees of the State University of New York (the "**Trustees**") and Cheryl Forbes (the "**Applicant(s)**") to establish and operate the GRAND CONCOURSE ACADEMY CHARTER SCHOOL (the "**School**"), an independent and autonomous public school under the New York Charter Schools Act of 1998.

WITNESSETH:

WHEREAS the State of New York enacted the New York Charter Schools Act of 1998 (the "**Act**") as Article 56 of the Education Law, adding sections 2850-2857 to the Education Law; and

WHEREAS pursuant to section 2852 of the Education Law, the Trustees have the authority to approve applications to establish charter schools in the State of New York and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate, such agreements until issued in final form to be known as proposed charters; and

WHEREAS the Applicant(s) submitted to the Trustees an application for establishment of the School pursuant to section 2851 of the Education Law (as modified and supplemented, the "**Application**"); and

WHEREAS the Trustees have (i) determined that the Application satisfies each and every requirement set forth in subdivision 2852(2) of the Education Law and (ii) approved the Application; and

WHEREAS pursuant to the Education Law, the Board of Regents (the "**Regents**") are authorized to approve the proposed charter, issue a provisional charter, and incorporate an education corporation to establish and operate a charter school.

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1. Charter. This agreement (the "**Charter Agreement**"), which incorporates the Application, attached hereto as Exhibit A and which shall be hereafter referred to as the Terms of Operation (the "**Terms of Operation**"), the Monitoring Plan, attached hereto as Exhibit B (the "**Monitoring Plan**"), the accountability plan to be developed by the School during the first year of operation and further described herein, to be attached hereto as Exhibit C (the "**Accountability Plan**"), the additional assurances and terms, if any, set forth collectively and attached hereto as Exhibit D (the "**Additional Assurances and Terms**") and the Prior Action Visit Protocol and Checklist, attached hereto as Exhibit E (the "**Prior Action Protocol**"), shall constitute, before its approval by the Regents, the proposed charter (the "**Proposed Charter**"). If approved or deemed approved by the Regents, the Proposed Charter shall be

known as the charter (the "**Charter**"). The Charter shall be binding on the education corporation incorporated by the Regents under a certificate of incorporation issued pursuant to subdivision 2853(1) of the Education Law (the "**School Corporation**").

1.2 Effective Date; Term. The Charter shall take effect upon, and only upon, its issuance by the Regents (the "**Effective Date**") subject, however, to any limitations imposed herein and any provision to delay the effective date set forth in the Additional Assurances and Terms. The Charter shall expire five (5) years from the Effective Date, unless earlier terminated or renewed. The Charter is deemed issued upon approval of the Proposed Charter, either by action of the Regents or operation of law pursuant to subdivisions 2852(5-a) and 2852(5-b) of the Education Law. Prior to its issuance, the Proposed Charter is subject to modification or abandonment pursuant to subdivision 2852(5-b) of the Education Law. It is further understood that prior to the its issuance, modifications to the Proposed Charter, subject to the consent of the Applicant(s), may result as a consequence of comments received from the entities set forth in subdivision 2857(1) of the Education Law.

1.3 Prior Actions. Paragraph 1.2 of the Charter Agreement, hereof notwithstanding, the School Corporation shall not provide instruction to any student until and unless the Trustees issue a written statement to the School, with a copy to the Regents, attesting to the School Corporation having completed all or substantially all of the prior actions set forth at Exhibit B (the "**Prior Actions**") to the satisfaction of the Trustees with such conditions as they may require. Upon such confirmation, the restrictions on the School Corporation set forth in the immediately foregoing sentence shall be of no further force and effect. Notwithstanding the foregoing, in the event that the School Corporation is unable to take and complete the Prior Actions to the satisfaction of the Trustees prior to September 21 of the year immediately succeeding the year in which the School Corporation is originally scheduled to commence instruction as set forth in the Terms of Operation, the Charter shall be deemed to be void ab initio. Moreover, notwithstanding anything to the contrary in this paragraph, the Prior Actions are in addition to any other condition set forth in the Charter or the Act.

1.4. New Information. The School Corporation shall not provide instruction to any student and shall not be eligible to receive any funds, or if it has received funds, any further funds, as would otherwise inure to the School Corporation under section 2856 of the Education Law, if:

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

(b) the Trustees, acting on the New Information, issue in writing to the School Corporation a statement setting forth in particular the New Information and the reasons why the School Corporation shall not be permitted to provide instruction or receive the public funds contemplated under the Act. Upon appropriate showing by the School Corporation, the

Trustees may withdraw such statement and permit the School Corporation to provide instruction to students and to receive public funds contemplated under Section 2856 of the Education Law. In the event that the Trustees issue the statement described by this paragraph prior to December 31 of the year that the Charter becomes effective, and such statement is not withdrawn by the Trustees on or before September 21 of the year immediately succeeding the year in which the Charter becomes effective, the Charter shall be deemed to be void ab initio. It shall be the ongoing obligation of the Applicant(s) (until the Effective Date) and the School Corporation (upon and after the Effective Date) to provide to the Trustees in writing any New Information of which it or they is or are in, or come(s) into, possession.

SECTION 2. OPERATION OF SCHOOL

2.1 Mission Statement. The School Corporation shall operate under the mission statement set forth in the Terms of Operation. However, the School Corporation may change, amend or otherwise modify its mission statement and such changes shall not require the permission of the Trustees or constitute a revision to the Charter so long as the changes are approved by the School Board and generally consistent with the Terms of Operation, and the School Corporation reports the modification to the Trustees as part of its annual report as required by paragraph 6.1 of the Charter Agreement.

2.2 Age; Grade Range; Number of Students. The School Corporation shall provide instruction to pupils in such ages, grades and numbers in each year of operation under the Charter as is set forth in the Terms of Operation (the "**Projected Enrollment Structure**"), and shall obtain the prior written permission of the Trustees for variances from those terms, except as specifically set forth in subparagraphs a and b below.

(a) The School Corporation may enroll a total number of students different from such number as is set forth in the Projected Enrollment (the "**Projected Total Enrollment**") so long as (i) the total enrollment does not exceed the lesser of one hundred and ten percent (110%) of the Projected Total Enrollment or twenty-five students more than the Projected Total Enrollment; or (ii) the total enrollment is not less than eighty-five percent (85%) of the Projected Total Enrollment or fifty (50) students; and

(b) The School Corporation may vary the number of students in any particular grade and/or number of students within a class from that provided for in the Projected Enrollment for the purpose of accommodating staffing exigencies and attrition patterns and such changes shall not require the permission of the Trustees or constitute a revision to the Charter. Notwithstanding subparagraph a of this paragraph and the immediately foregoing, the School may not make any change in the Projected Enrollment Structure without the written permission of the Trustees that results in or has the effect of (i) eliminating or nearly eliminating a grade or grades the School was scheduled to serve under the Projected Enrollment Structure or (ii) not enrolling any returning student scheduled to be served under the Projected Enrollment Structure or (iii) eliminating any student's seat after the student has been admitted.

2.3 Admissions; Enrollment; Attendance. The School shall have in place and implement comprehensive policies for admissions, enrollment and attendance, which such policies shall be approved by the School Board and shall be consistent with applicable law. Such policies shall provide in detail the procedures and practices utilized by the School in regards to admission, enrollment, attendance and withdrawal, including, *inter alia*, the period in which applications for admission shall be timely, how to obtain an application for admission, the practices in operating the random selection process, the maintenance of a wait list, the implementation of the preferences required by law and the taking of attendance pursuant to section 104.1 of Title 8 of the New York Code of Rules and Regulations. The School Board shall have the authority to make changes to such policies and such changes shall not require the permission of the Trustees or constitute a revision to the Charter. Such changes, however, must be consistent with applicable law and regulations. The School Corporation shall utilize reasonable outreach and marketing measures to make potential applicants aware of opportunities for enrollment at the School. The Trustees, upon a finding that the outreach and marketing measures taken by the School Corporation are inconsistent with applicable law or the Terms of Operation, may require the School Corporation to take remedial action, including but not limited to, requiring the School Corporation to extend its enrollment period, delay or void its random selection process, and/or conduct further specified outreach and marketing steps. Only to the extent specifically provided for in the Terms of Operation or the Additional Assurances and Terms shall the School provide a preference to students at risk of academic failure and/or limit admission to a single sex and any change to such preferences as are provided for by the Terms of Operation or the Additional Assurances and Terms shall require the prior written approval of the Trustees, it being understood that such changes may also require a revision to the Charter, such determination to be made by the Trustees in consultation with the Regents.

2.4 Educational Program. The School Corporation shall implement and provide educational programs that are designed to permit and do permit the students to meet or exceed the performance standards adopted by the Regents and the goals, and measures of progress towards those goals, of the School as set forth in the Accountability Plan further described below. Subject to the immediately foregoing requirements, the School Corporation shall have the right to make any modifications to the educational program as it deems necessary, including but not limited to the curriculum, pedagogical approach and staffing structure, and such modifications shall not be require the permission of the Trustees or be deemed a revision to the Charter, provided however that any such modifications shall be generally consistent with the Terms of Operation and applicable law, and the School Corporation reports such modifications on an annual basis as required by paragraph 6.1 of the Charter Agreement.

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

2.6 Accountability Plan. By May 15 of the school year in which the School Corporation commences instruction, the School Corporation shall create the Accountability Plan,

which such plan upon its completion shall be incorporated into the Charter Agreement as Exhibit C pursuant to paragraph 1.1. The Accountability Plan shall replace and substitute for the assessment measures and educational goals and objectives set forth in the Terms of Operation, but shall not provide for less stringent assessment measures or educational goals and objectives than those set forth in the Terms of Operation. The specific terms, form and requirements of the Accountability Plan, including any required goals and measures, are set forth in the Accountability Plan Guidelines (the "**Accountability Plan Guidelines**") maintained and disseminated by the Trustees and such guidelines shall be binding on the School Corporation. Upon the Accountability Plan's creation, the School Corporation shall fully implement, maintain, and report progress on, the Accountability Plan pursuant to the requirements of the Accountability Plan Guidelines and the annual reporting guidelines maintained by the Trustees (the "**Annual Reporting Guidelines**") as well as by paragraph 6.1 of the Charter Agreement. Material amendments to the Accountability Plan shall be approved by the Trustees and shall be consistent with the Accountability Plan Guidelines then in effect. The School Corporation understands that its success in meeting the goals and measures set forth in the Accountability Plan shall be the predominant criterion by which the success of its education program will be evaluated by the Trustees upon the School's application for renewal of the Charter.

2.7 School Calendar; Days and Hours of Operation. The days and hours of operation of the School shall be determined by the School Corporation at its discretion subject to the following restrictions:

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

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

(c) Notwithstanding subparagraph b above, in the first school year in which the School provides instruction, the days and hours of operation shall be those set forth in the Terms of Operation, except that the School shall have the discretion, and without seeking permission of the Trustees, to (i) provide ten percent (10%) or ten (10) fewer days of instruction, whichever is less, than that amount set forth in the Terms of Operation and (ii) lengthen the

school day and school year as it deems necessary and appropriate so long as the School Corporation provides timely notice to parents of such changes.

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

2.9 Code of Ethics. The School Corporation, its trustees, officers and employees shall abide by the code of ethics of the School set forth in the Terms of Operation, and the School Corporation shall disseminate the code in written form to its trustees, officers and employees. Modifications to the code of ethics shall require prior written approval by the Trustees.

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

(a) The School Board shall initially operate pursuant to the by-laws set forth in the Terms of Operation. The School Board shall meet within thirty (30) days of the Effective Date and duly ratify such by-laws. Thereafter the School Board shall operate pursuant to the by-laws of the School Corporation whether such by-laws be those initially set forth in the Terms of Operation or as amended pursuant to subparagraph b of this paragraph 2.10 (initially or as amended, the "**By-laws**"), as well as the governance provisions of the Not-for-Profit Corporations and Education Law.

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

(c) The School Board shall have as its members such total number of School Trustees and shall reserve seats on the School Board for such specified members or constituent groups in such numbers as is set forth in the Terms of Operation. The By-laws shall contain provisions consistent therewith.

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

(e) Where the School Corporation has engaged an educational service provider or other entity that provides comprehensive management services to the school pursuant to a contract between such entity and the School, (whether for or not for profit), no employee, director, officer, agent or individual otherwise affiliated with such entity and/or any related entity, nor any immediate family members of such persons, shall be eligible to serve on the School Board.

(f) The School Board shall notify the Trustees within five (5) business days of the removal of, or resignation by, any member of the School Board.

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

(h) During the one-year period from the time that this Charter is declared effective, the School Board shall consist of the Founding School Trustees with such other additional members that are approved consistent with paragraph 2.11 of the Charter Agreement. In the event that more than fifty percent (50%) of the Founding School Trustees resign from or otherwise leave the School Board within one year from the Effective Date, the School shall be deemed in material violation of its Charter and may, at the sole discretion of the Trustees, be placed on probation.

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

2.12 Complaint Policy. The School Corporation shall implement and maintain a complaint policy to receive and handle complaints brought pursuant to § 2855(4) of the Education Law. Initially, such policy shall be that policy set forth in the Terms of Operation. The School Corporation shall have the power to amend the complaint policy in any way it deems necessary and appropriate, so long as, such amendments are approved by the School Board and are consistent with applicable law and due process. A copy of the School Corporation's complaint policy shall be distributed to the parents and/or guardians of students enrolled in the School and made readily available to all others requesting a copy. The School Corporation shall also provide a copy of the School's current complaint policy to the Trustees. Upon resolution of a complaint, the School Corporation shall provide to the complainant

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

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

(c) a copy of the Trustees' policies (as they are posted on the website of the Charter Schools Institute).

2.13 Contracting with an Educational Service Provider. Any entity that provides all or a substantial subset of all services necessary to operate and oversee the School's educational program on a fee basis and pursuant to a fee-based contract shall be known as an educational service provider ("**Educational Service Provider**") and the contract under which

such services are provided shall be referred to as the management contract ("**Management Contract**"). Any other contractual arrangements, including but not limited to leases, subleases, lease-purchase agreements, credit facilities, loan agreements, promissory notes, negotiable instruments and other debt instruments, that are contemplated between the School Corporation on the one hand and the Educational Service Provider, its partners, parents, subsidiaries, agents and affiliates (including any entity that holds an economic interest in the Educational Service Provider) on the other shall be know collectively, together with the Management Contract, as ESP Contracts ("**ESP Contracts**"). The following requirements and provisions relating to Educational Service Providers, Management Contracts and ESP Contracts shall apply.

(a) The Trustees reserve the right to review and disapprove for good cause shown any and all ESP Contracts that the School seeks to execute or amend during the time that the Charter is in effect. Good cause shown includes but is in no way limited to a finding that the ESP Contract or ESP Contracts at issue do not, under the totality of the circumstances, allow the School Corporation effective and sufficient means to hold the Educational Service Provider accountable, including means to terminate the Educational Service Provider without placing the School Corporation's further existence in peril. The above terms are in addition to the requirements of paragraph 2.17 of the Charter Agreement.

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

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

(d) To the extent that the Terms of Operation contemplate that the School Corporation was to be operated with the assistance of an Educational Service Provider pursuant to a Management Contract, the School Corporation shall obtain the prior written approval of the Trustees prior to operating the School without such Educational Service Provider's assistance. Notwithstanding the above, it is understood that circumstances may require the School Corporation to terminate a Management Contract and/or not renew a Management Contract and thereafter operate the School without the services of the Educational Service Provider identified in the Terms of Operation (or otherwise subsequently approved by the Trustees) prior to

obtaining the permission of the Trustees. Where the Trustees determine, at their sole discretion, that such circumstances exist, and the School Corporation has made good faith efforts to timely inform the Trustees of the circumstances, the Trustees may waive the School Corporation's breach of the prior permission requirement and allow the School Corporation to seek permission *ex post facto*.

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

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

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

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

2.15 Health Services. The School Corporation shall provide such health services as are set forth in the Terms of Operation or their equivalent, so long as the services provided meet applicable law.

2.16 Food Services. The School Corporation shall provide appropriate food services consistent with or equal to those outlined in the Terms of Operation.

2.17 Facility; Location. The building(s) in which the School is to be located shall be known as the school facility (the "**School Facility**"). Prior to May 15 of the year that the School intends to provide instruction for the first time, the School Corporation shall have:

(a) entered into a lease, purchase agreement or other such agreement which has been reviewed by counsel to the School Corporation. The School Corporation shall provide to the Trustees a letter from counsel attesting to such review prior to the May 15 deadline. The lease, purchase agreement or other such agreement shall provide the School with

all rights and permissions as are necessary to operate as a school in the School Facility according to the plan set forth in the Terms of Operation (the "**Facility Agreement**"); and

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

In the event that a Facility Agreement is not in place by May 15 of the calendar year in which the School intends to first provide instruction, the School Corporation may not commence instruction until the start of the school year succeeding such scheduled start, subject, however, to having entered into a Facility Agreement and provided such agreement as well as the Facility Completion Schedule by May 15 of such succeeding year. Notwithstanding the immediately foregoing sentence, the Trustees may waive the restrictions contained therein upon good cause shown and extend the date upon which the Facility Agreement and Facility Completion Schedule would be otherwise due. In the event that the Trustees find, through their review of the Facility Completion Schedule, the Facility Agreement or any other inquiry and investigation, that it is unlikely that the School Facility will be completed and that all Permits will be obtained in time for the opening of the School on the School's scheduled opening date, the Trustees may require the School Corporation to delay commencement of instruction until the next academic year or such other date as the Trustees may designate. In the event that the Trustees require such delay, they shall provide their reasons in writing to the School Corporation by July 15 of the year in which the School is then scheduled to provide instruction. Pursuant to subdivision 2851(2)(j) of the Education Law, and notwithstanding any contrary provision of this paragraph, in the event that the Terms of Operation do not identify the School Facility, the School shall notify the Trustees and the Regents within ten (10) business days of the School Facility having been identified. The School Corporation shall take such actions as are necessary to ensure that the Facility Agreement and Permits are valid and in force at all times that the Charter is in effect.

2.18 Change in Location. The School may change the physical location of the School Facility or obtain additional buildings for the School Facility within the same school district or specified section thereof if so identified in the Terms of Operation (in the case of the New York City School District, the borough or specified section within the district if so identified in the Terms of Operation) or obtain additional space in a building it already occupies provided that the School Corporation satisfies the provisions of the Act, including but not limited to subdivision 2853(1)(b-1) of the Education Law, and provided further that:

(a) the School Corporation notifies the Trustees of the proposed change in location or addition of facilities not less than sixty (60) days prior to taking any final action in connection therewith and provides the Trustees with (i) a Facility Completion Schedule, (ii) a

statement setting forth the material terms of the lease or purchase agreement, and (iii) a letter from legal counsel indicating that such counsel has reviewed such terms; and provided further that

(b) the Trustees do not issue a denial to the School Corporation within thirty (30) days of its receipt of such notification. The Trustees may issue a denial only for good cause. A failure to provide the Trustees with the notice period and schedule required by this paragraph, together with all material terms regarding the lease and purchase of the new proposed facility, sixty (60) days prior to executing such agreement shall constitute good cause. Notwithstanding the immediately foregoing, the Trustees may shorten or otherwise waive the sixty (60) day notice requirement for good cause shown. A failure to obtain the permission of the Trustees as specified above shall cause any Facility Agreement entered into without such permission to be voidable at the discretion of the Trustees.

2.19 Monitoring Plan and Oversight. The School Corporation and the School Board acknowledge that the Trustees, or their authorized agents, and the Regents have the right to visit, examine into and inspect the School and its records. To permit the Trustees to fulfill this oversight function under the Act and ensure that the School is in compliance with all applicable laws and regulations and the terms and conditions of this Charter, the School Corporation agrees to abide by the monitoring plan that the Institute will implement (the "**Monitoring Plan**"), the requirements of which are set forth at Exhibit B.

SECTION 3. SPECIAL EDUCATION

3.1 Provision of Services. The School Corporation shall provide services and accommodations to students with disabilities as set forth in the Terms of Operation and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) ("**Section 504**"), including providing services to attending students with disabilities in accordance with the individualized education program ("**Individualized Education Program**") recommended by the committee or subcommittee on special education of the student's school district of residence. Pursuant to subdivision 2853(4)(a) of the Education Law, the School shall provide such appropriate and required services either directly or by contract with another provider, and, to the extent not otherwise indicated in the Terms of Operation, the School Corporation may, elect to have certain services provided by a student's school district of residence. The School Corporation may seek reimbursement from a student's district of residence for special education and related services provided by the School Corporation, pursuant to a student Individualized Education Program or Section 504 plan, to the extent permitted under subdivision 2856 of the Education Law.

3.2 Funding of Services. The School Corporation is authorized to receive from a local school district direct payment of any federal or state aid attributable to a student with a disability attending the School in proportion to the level of services for such student with a disability that the School provides directly or indirectly.

SECTION 4. PERSONNEL

4.1 Status. The School Board shall employ and contract with necessary personnel. The School Corporation shall provide written notice to the Trustees within five (5) business days of the hiring or departure (by resignation or dismissal) of the director/principal of the School. The organizational structure of the School shall be consistent with the structure set forth in the Terms of Operation.

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

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

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

4.5 Background Checks; Fingerprinting. The School Corporation shall establish procedures for conducting background checks (including a check for a criminal record) of all employees (whether part or full time) of the School, as well as any individual who has regular access to the students enrolled in the school (including but not limited to employees and agents of any company or organization which is a party to a contract to provide services to the School) to the extent required by law. The School Corporation may, but is not required, to conduct any and all other background checks permitted by law.

4.6 Collective Bargaining. In the event that

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

(b) the Trustees have granted to the School Corporation a waiver pursuant to paragraph 2854(3)(b-1) of the Education Law and the School's enrollment exceeds two hundred fifty (250) at any point during the first year;

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

4.7 Pension Payments. The employees of the School Corporation may be deemed employees of the local school district for the purpose of providing retirement benefits, including membership in the teachers' retirement system and other retirement systems open to employees of public schools. The financial contributions for such benefits shall be the responsibility of the School Corporation and its employees. Notwithstanding any contrary provision of the Charter, the parties shall abide by further regulations promulgated by the Commissioner, in consultation with the New York State Comptroller, to implement the provisions of this paragraph, including section 119.2 of Title 8 of the New York Code of Rules and Regulations.

SECTION 5. FINANCIAL OPERATIONS OF SCHOOL

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

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

(b) payroll procedures;

(c) accounting for contributions and grants;

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

(e) appropriate internal financial controls and procedures.

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

5.2 Financial Statements; Interim Reports. All financial statements that the School Corporation is required to prepare shall be in accordance with generally accepted accounting principles then in effect for not-for-profit corporations. During its first year of operation, the School Corporation shall prepare and submit to the Trustees within forty-five (45) days of the end of each quarter of its fiscal year an unaudited statement of income and expenses for that preceding quarter in a form agreed upon by the Trustees and the School Corporation. The Trustees may by written request require submission of such statements in future years of the School's operation.

5.3 Audits. The School Corporation shall retain an independent certified public accountant or certified public accounting firm licensed in New York State to perform annually an audit of the School Corporation's annual financial statements. The independent audit of the School's financial statements must be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards issued by the Comptroller General of the United States, as well as any additional requirements and guidelines provided by the Trustees. The audited financial statements must be submitted to the Trustees by November 1 of each year. In addition, and pursuant to the same timetable, the School Corporation must require its independent certified public accountant to issue a report on compliance with laws, regulations, contracts and grants and on internal controls over financial reporting, based on their

audit of the financial statements. The School Corporation must submit this report to the Trustees together with a corrective plan addressing any weaknesses or problems identified in the planning and performance of the audit. The corrective plan must address each suggestion for consideration of management contained in the compliance report and include a timetable that identifies the date by which each corrective step will have been completed. The School Corporation shall also conduct programmatic audits when and to the extent required of other public schools, with such audit being comparable in scope to those required of other public schools.

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

5.5 Annual Budget and Cash Flow Projections. The School Corporation shall prepare and provide to the Trustees a copy of its annual budget and cash flow projection for each fiscal year by no later than June 30 of the immediately preceding fiscal year. The School Corporation shall provide its annual budget and cash flow projection for the first fiscal year in which it provides instruction by August 1 of such year in the event that the budget or projection differs in any material respect from that set forth in the Terms of Operation.

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

5.7. Insurance. The School Corporation shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students as is described in the Terms of Operation together with any other additional insurance that the School Corporation deems necessary. Such insurance policies shall be in effect by July 30 of the year in which the Charter is first effective, and, in the case of liability insurance, by such date or upon the first date that the School Corporation contracts with any employee, whichever date is earlier. The School Corporation shall provide the Trustees with certificates of insurance or other satisfactory proof evidencing coverage within five days of the commencement of each such policy. All such insurance policies shall contain a provision requiring notice to the Trustees, at least (thirty) 30 days in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the School Corporation shall take all steps necessary to comply with any additional regulations promulgated by the Commissioner and Superintendent of Insurance to implement subdivision 2851(2)(o) of the Education Law.

SECTION 6. REPORTS

6.1 Annual Reports. No later than August 1 succeeding a school year in which the school provided instruction (or received funding under subdivision 2856 of the Education Law), the School Corporation, pursuant to subdivision 2857(2) of the Education Law, shall submit to the Trustees and the Regents an Annual Report setting forth the academic program and performance of the School for the preceding school year. The Annual Report shall be in such form as shall be prescribed by the Commissioner and shall include at least the following components:

(a) a report card, which shall be in such form and provide such data as set forth at section 119.3 of Title 8 of the New York Code of Rules and Regulations; and

(b) a discussion of the progress made towards achievement of the goals set forth in this Charter, including the Accountability Plan, and the Terms of Operation; and

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

In addition, as part of the Annual Report, the School Corporation shall provide the following information to the Trustees:

(d) a report on the progress of the School in meeting the goals and measures of the Accountability Plan during the last school year (the "**Accountability Plan Progress Report**"). The Accountability Plan Progress Report must contain data addressing each goal and measure in the Accountability Plan and should report data as required by the Trustees in order for the Trustees to substantiate outcomes. The Accountability Progress Report shall be prepared pursuant to any requirements set forth by the Trustees in the Annual Reporting Guidelines as such guidelines appear on the website of the Charter Schools Institute. To the extent permitted by the Regents, the Accountability Plan Progress Report may be submitted in satisfaction of the requirement set forth at paragraph 6.1(c) of this agreement. Should the Accountability Plan Progress Report indicate that the School has not met one or more of the goals in its Accountability Plan, the Trustees may require the School to submit a Corrective Plan pursuant to paragraph 8.3 of the Charter Agreement.

(e) the school calendar for the past as well as present school year, such calendar to be consistent with paragraph 2.7(b) of the Charter Agreement, setting forth the days and hours of operation for the regular school session as well as the summer session in the succeeding calendar year, if any is to be provided; and

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

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

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

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

At its reasonable discretion, the Trustees may elect to require the School Corporation to provide other necessary supplements to the Annual Report.

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

SECTION 7. OTHER COVENANTS AND WARRANTIES

7.1 Compliance with Laws and Regulations. The School and School Corporation shall operate at all times in accordance with the Act and other applicable laws and shall meet the same health and safety, civil rights, and student assessment requirements as are applicable to other schools.

7.2 Nonsectarian Status. The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School Corporation shall not be wholly or in part under the control or direction of any religious denomination.

7.3 F.O.I.L. and Open Meetings Law. The School Corporation shall maintain and implement policies in order to ensure that it is in compliance with Articles Six and Seven of the Public Officers Law and all corresponding regulations.

7.4 Non-discrimination. The School Corporation shall not discriminate against any student, employee or any other person on the basis of ethnicity, national origin, gender, or disability or any other ground that would be unlawful if done by any other public school. It shall take all steps necessary to ensure that discrimination does not occur, as required by federal civil rights law.

7.5 Transactions with Affiliates. The School Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School Corporation, any member past or present of the School Board or any employee past or present of the School Corporation, or any immediate family member of the foregoing individuals, unless

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

SECTION 8. RENEWAL; CORRECTIVE PLANS; TERMINATION

8.1 Renewal Notice. No later than August 1 in the calendar year prior to expiration of the Charter, the School Corporation may provide to the Trustees an application to renew the Charter in accordance with subdivision 2851(4) of the Education Law (the "**Renewal Application**"). The Renewal Application shall contain:

(a) a report of the progress of the School in achieving the educational objectives set forth in the charter; and

(b) a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the School that will allow a comparison of such costs to other schools, both public and private; and

(c) copies of each of the Annual Reports of the School, including the School report cards and the certified financial statements; and

(d) evidence of parent and student satisfaction; and

(e) such other material and information as is required by the Trustees.

8.2 Approval or Denial of Renewal. The Trustees shall either approve or deny the application. In the event that renewal is not approved, then the parties to the Charter shall fulfill their respective obligations hereunder to the end of the term of this Charter, and the School shall follow the procedures for dissolution as set forth in subdivision 2851(2)(t) of the Education Law as supplemented by paragraph 8.5 of this Charter Agreement. In the event that the Renewal Application is granted, the Trustees, pursuant to subdivision 2851(4) and section 2852 of the Education Law, shall enter into a proposed charter with the School Corporation and forward the proposed charter and Renewal Application to the Regents. Nothing herein shall obligate the Trustees to approve a Renewal Application.

8.3 Corrective Plans. If the Trustees determine that the School Corporation is not progressing toward one or more of the performance or education goals set forth in the Charter, that the quality of the School's educational program or governance practices are not satisfactory, or that the School Corporation is not in compliance with the terms and conditions of the Charter, including but not limited to the requirements of the Charter Agreement and the Monitoring Plan, then the Trustees, in consultation with the School Corporation, may develop and require the School Corporation to implement a corrective plan (the "**Corrective Plan**"). Nothing contained herein shall require the Trustees to undertake the development of a Corrective Plan or be in derogation of the Trustees' or the Regents' ability to revoke the Charter, place the School Corporation on probationary status, or initiate mandatory remedial action in accordance with the Act and paragraphs 8.4 and 8.5 of the Charter Agreement.

8.4 Grounds for Termination or Revocation. This Charter may be terminated and revoked:

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

(b) by mutual agreement of the parties hereto.

8.5 Notice and Procedures. Should the Trustees determine that one of the grounds for termination or revocation of the Charter has occurred or is occurring, the Trustees may, at their discretion, elect as follows:

(a) to terminate the Charter; or

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

Should the Trustees elect to terminate the Charter, notice of such shall be provided to the School Board at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of the Charter, the School shall be provided an opportunity to be heard and present evidence in opposition to termination. Should the Trustees elect to place the School on probationary status, such probation shall be effective upon notice to the School Corporation. In the event that the School is placed on probationary status, and does not abide by the terms and conditions of the remedial action plan to the satisfaction of the Trustees, or refuses to implement such plan, the Trustees may declare the Charter terminated with notice of such decision to be given to the School Board at least five (5) days prior to the termination date set by the Trustees.

8.6 Dissolution. In the event of termination of the Charter (whether prematurely or otherwise), the School Corporation shall follow procedures consistent with those set forth in the Terms of Operation, as required by subdivision 2851(2)(t) of the Education Law, for the transfer of students and student records to the school district in which the School is located and for the disposition of the School Corporation's assets to the school district in which the School is located or another charter school located within the school district. In addition, in case of such an event, the School Corporation will follow any additional procedures required by the Trustees or the Regents to ensure an orderly dissolution process. The Trustees may require the creation of an escrow account for the purposes of dissolution in an amount to be determined but not to exceed $25,000 and may require such account to be established pursuant to terms and conditions determined by them.

SECTION 9. MISCELLANEOUS

9.1 Disclaimer of Liability. The parties acknowledge that the School Corporation is not operating as the agent, or under the direction and control, of the Institute, the

Trustees or the Regents except as required by law or this Charter, and that none of the Institute, the Trustees or the Regents assumes any liability for any loss or injury resulting from:

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

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

(c) any debt or contractual obligation incurred by the School Corporation. The School Corporation acknowledges that it is without authority to extend the faith and credit of the Institute, the Trustees, the Regents or the public schools to any third party.

9.2 Receipt of Summons and/or Complaint. The School Corporation shall provide written notice to the Trustees within five (5) business days of the receipt of a summons and/or complaint in which either the School Corporation or any member of the School Board (acting in his or her capacity as a member of the School Board) is a named party to the action.

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

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

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

9.6 Terms and Conditions of Operation. The parties hereto expressly agree that the Terms of Operation set forth overall goals, standards and general operational policies of the School, and that the Terms of Operation are not a complete statement of each detail of the School's operation. To the extent that the School Corporation desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Terms of Operation, the School Corporation shall be permitted to implement such policies, procedures, and specific terms of operation without seeking the permission of the Trustees or a revision to the Charter, provided that such policies, procedures and terms of operation and any changes thereto are not otherwise prohibited, circumscribed or limited by the Act, other applicable law or the Charter. Where there is a conflict between the terms of the Charter Agreement and the Terms of Operation, the terms of the Charter Agreement shall govern. Where a provision of the Charter Agreement provides additional terms or conditions as to modifying a specific policy, provision or term of operation, such specific terms and conditions shall govern. Where a provision of the Additional Assurances and Terms conflicts with the Terms of Operation or the Charter Agreement such provision of the Additional Assurances and Terms shall govern.

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

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

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

If to the School Corporation: Cheryl Forbes [redacted]

With a copy to: Joyce H. Davis [redacted]

If to the Trustees: Compliance Desk
Charter Schools Institute
74 North Pearl Street, 4th Floor
Albany, New York 12207

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

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

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

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BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

5/21/04
Date

By: James D. Merriman IV, acting for the Board of Trustees of the State University of New York

Title: Executive Director, Charter Schools Institute, State University of New York

GRAND CONCOURSE ACADEMY CHARTER SCHOOL

Cheryl L. Forbes May 21, 2004
Date

By:

Title: Applicant

EXHIBIT A

TERMS OF OPERATION

EXHIBIT B

MONITORING PLAN

Monitoring Plan

As provided in Paragraph 6.2 of the Charter Agreement, the School Corporation agrees to abide by a Monitoring Plan, the general components of which are set forth below. The requirements of the Monitoring Plan are in addition to any notification, record-keeping, or reporting requirements set forth in the Charter or applicable law, including any obligation to receive the written approval of the Trustees and/or to seek approval for revision of the Charter pursuant to subdivision 2852(7) of the Education Law.

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

1. Records concerning the enrollment and admissions process including all applications received and documents concerning the lottery process if conducted;

2. Student academic and health records;

3. Attendance records for students, including withdrawals of students from the school;

4. Individual Education Programs for children with disabilities enrolled in the school;

5. Staff rosters, including records of hiring, resignation, and termination of employees of the School Corporation;

6. Evidence of credentials for all teachers;

7. Evidence that required background checks, if any, have been conducted;

8. Certificates of occupancy;

9. Other facility-related certifications or permits;

10. Lease agreements;

11. Deeds;

12. Loan documents;

13. Contracts in excess of $1,000;

14. School policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), health and safety, student privacy and transportation;

15. Grievances made by students, parents, teachers, and other employees of the School Corporation, including, but not limited to , complaints received by the School Board pursuant to subdivision 2855(4), together with documentation of all actions taken in response;

16. Inventory of all assets of the School Corporation that have been purchased with public funds; and

17. Documents sufficient to substantiate the School's progress on the measurable goals set forth in the Accountability Plan.

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

1. Make at least two visits to the School in its first year of operation. Such visits may include an inspection of the physical plant, all categories of records set forth in subsection A of the Monitoring Plan, interviews with the director of the school and other personnel, and observation of instructional methods. Where appropriate, such visits will decrease in frequency after the first year of operation;

2. Make unannounced visits to the School;

3. Require the School to make available necessary information in response to the Trustee's inquiries, including information necessary for the Trustees to prepare annual or semi-annual evaluations of the school's financial operations, academic program, future outlook and other areas;

4. Conduct internal investigations as appropriate in response to (i) concerns raised by students, parents, employees, local school districts and other individuals or groups, including but not limited to, complaints brought pursuant to subdivision 2855(4) of the Act. Where appropriate, the Trustees shall issue remedial orders as permitted by subdivision 2855(4) of the Education Law;

5. Review as necessary the school's operations to determine whether any changes in such operations require formal revision of the charter pursuant to subdivision 2852(7) of the Education Law and, if so, determine whether such revision should be recommended for approval;

6. Encourage relevant officers, employees and agents of the School Corporation to attend conferences, seminars and training sessions identified or sponsored by the Trustees and which are designed to assist the School Corporation to fulfill its mission.

C. The School Board shall provide the Trustees with a copy of all minutes from each of its meetings and executive sessions on a timely basis.

EXHIBIT C

ACCOUNTABILITY PLAN

[PLAN TO BE DEVELOPED]

EXHIBIT D

ADDITIONAL ASSURANCES AND TERMS

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EXHIBIT E

PRIOR ACTION VISIT PROTOCOL
AND
CHECKLIST

Prior Action Visit Protocol

Prior to the Trustees authorizing the School Corporation to commence operations, the School Corporation must demonstrate that it has completed the Prior Actions required of it. As set forth at paragraph 1.3 of this charter agreement, the Prior Actions are in addition to any other requirements imposed by the Act or the Charter. A checklist of the Prior Actions that need to be taken by the School Corporation are set forth below (the "Prior Action Checklist").

By or before August 1 of the year in which the School Corporation is first scheduled to commence instruction (or, if the School is scheduled to provide instruction prior to that date, by such date as required by the Trustees), the School Corporation shall provide to the Trustees for each item on the Prior Action Checklist an indication of whether such item has been completed as of such date. For each item not then completed, the School Corporation shall provide a status report and indicate the date on which such item shall have been completed.

The Trustees will visit the School Building for an inspection and review prior to the time that the School is scheduled to commence instruction (the "Pre-Opening Review"). The Pre-Opening Review will occur, at the earliest, fifteen days prior to such date. The Pre-Opening Review will be structured according to the checklist set forth below. The School Corporation shall have available for review by the Trustees all documents necessary to confirm the completion of each item required.

PRIOR ACTION CHECKLIST

School Name _____ Evaluator's Name _____ Date _____

GOVERNANCE AND MANAGEMENT

Satisfactorily Completed	Item	*Comments*	*Date Completed*
	The Board of Trustees has been established.		
	A permanent head of the school has been named.		
	Other key leadership roles in the school are filled, or adequately covered.		
	By-laws ratified.		
	Management contract executed.		

STAFFING

Satisfactorily Completed	Item	Comments	Date Completed
	The number of teachers is adequate and their assignments match the staffing plan.		
	Teachers are certified in accordance with Section 2854(a-1) of the Charter Law.		
	There is documentation that required background checks for all staff have been completed.		

CURRICULUM AND INSTRUCTION

Satisfactorily Completed	Item	Comments	Date Completed
	Needed instructional materials and supplies have been distributed to classrooms at every grade level.		
	A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.		
	Provisions have been made for assessing and serving students with special needs.		
	The school is prepared to provide instruction in each approved grade and only in such grades.		

STUDENTS AND PARENTS

Satisfactorily Completed	Item	Comments	Date Completed
	Parent and student orientation is completed or scheduled.		
	Student enrollment procedures have been documented and a student roster is available to teachers.		
	Student records have been received or requested and are/will be available to teachers for planning.		
	A preliminary count of students with special needs is available.		
	Student policies (including suspension and expulsion policies) have been established and are available to students and parents in written form.		
	Procedures, including security procedures, are in place for creating, storing and using student academic, attendance, and discipline records.		

FACILITIES, FURNISHINGS AND EQUIPMENT

Satisfactorily Completed	Item	Comments	Date Completed
	Available space (including classrooms, restrooms, and special purpose space) meets the requirements of the program and the number of students enrolled.		
	Space is accessible, clean, and well-lighted.		
	A certificate of occupancy is on file.		
	Certificates of insurance are on file, meeting at least the minimum levels required by the Charter Schools Act.		
	Space is safe and secure; entrance and egress from the school's space is adequately controlled.		

ACCOUNTABILITY

Satisfactorily Completed	Item	Comments	Date Completed
	There is a staff person who is assigned the responsibility for accountability.		

OTHER

Satisfactorily Completed	Item	Comments	Date Completed

APPLICATION FOR THE ESTABLISHMENT OF THE GRAND CONCOURSE ACADEMY CHARTER SCHOOL

SUBMITTED MARCH 1, 2004

CHARTER SCHOOL INSTITUTE
STATE UNIVERSITY OF NEW YORK
74 NORTH PEARL STREET, 4TH FLOOR, ALBANY, NY 12207
Tel: (518) 433-8277; Fax: (518) 427-6510
E-mail: charters@sysadm.suny.edu
www.newyorkcharters.org

VOLUME I: Attachments

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CHARTER SCHOOL APPLICATION

TRANSMITTAL FORM AND COVER SHEET

Working Name of Charter School: Grand Concourse Academy Charter School

Applicant Contact: Cheryl L. Forbes *Cheryl L. Forbes*
Print or type name *Signature*

APPLICANT CONTACT INFORMATION

Mailing Address: [redacted] NY [redacted]

Telephone: [redacted]

Facsimile: 718-220-7799

E-mail: [redacted]

Management Company *(if any)*: _____

Partner Organization *(if any)*: Not Applicable

Contact *(name/phone #)*: _____

SCHOOL SUMMARY

First year grade levels to be served: Kindergarten through second grade

First year targeted enrollment: 175 Students

Location *(school district)*: New York City School District (CSD 9, Bronx)

COMPLETED APPLICATIONS MUST BE SUBMITTED TO:

Charter Schools Institute
State University of New York
74 North Pearl Street, 4th Floor, Albany, NY 12207
Telephone: 518-433-8277; Facsimile 518-427-6510
E-mail: charters@sysadm.suny.edu
www.newyorkcharters.org

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Charter Schools Institute

FOR OFFICE USE ONLY:

Received By: _____

Date Received: _____

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Attachment 1

Provide the name of the proposed charter school.

The name of the proposed charter school is the Grand Concourse Academy Charter School (the "Academy").

Attachment 2

Provide the name of each applicant. If you are applying as a single applicant, include your home address, telephone number(s) (home and office), facsimile number and e-mail address. In addition, provide background information for each applicant, including whether he or she is a teacher, parent, school administrator, and/or community resident and if he or she would be a member of the charter school's board of trustees.

Ms. Cheryl Forbes is the sole applicant. Her home address is 2 Fordham Hill Oval, Apt. 2C, Bronx, NY 10468. Her telephone number is 718-220-3505 and facsimile number 718-220-7799. Her e-mail address is CLForbes83@aol.com.

Ms. Forbes is a community resident and a second grade general education teacher at CS 47 in New York City. The applicant is at least eighteen years of age. For background information, please refer to the attached resume.

CHERYL L. FORBES
[redacted] NY
Fax: (718) 220-7799

PEDAGOGICAL EXPERIENCE

NYC Board of Education – MS 321, Bronx, NY **1999 - 2000**
Language Arts Teacher (Permanent Substitute)

Department of Education - CS 47, Bronx, NY **2001 – Present**
Second-Grade General Education Teacher
Designed and implemented cross-curricular unit lessons.
Generated all lesson-planning, attendance, grade records, exam design and administration.
Planned several learning centers as well as instructional games/aids.
Planned and supervised field trips.
Conducted Parent Conferences

AT&T BUSINESS COMMUNICATIONS - New York, NY **1983 - 1998**
Customer Project Manager 1995 - 1998
Developed and implemented ideas for Customer Special Events with AT&T Public Relations.

Selected Accomplishments
-Achievement Awards – Eastern Region Technical Excellence Award, Best Practices Award, Best of the Big Apple Award, Excellent Team Support Award, Outstanding Achievement Award, Community Excellence Award - 1996 pub. "AT&T Today"

Branch Systems Manager - Major Markets International and Financial Branch 1990-1994
Pre-Sales support to account executives using many systems to price, sell and implement the full spectrum of AT&T's products and services
Systems Consultant II / Technical Sales Support - 1985-1990
Managed numerous large accounts by presenting sales proposals with detailed solutions involving network studies, pricing complex implementations and prepared first-bill reviews.
Market Support Specialist – Retail - 1983-1984
Coordinated phone stations reviews and guided orders through Material Logistics Operations and Field Service Organizations for the implementation of systems from 500 to 2000 telephones.

NEW YORK TELEPHONE - New York, NY - 1979-1983
Market Administrator – Health, Education Services
Project Managed Large-Job-Committee Meetings with customer and interdepartmental coordination to ensure problem-free installations of systems.
Special Representative
Enhanced customer satisfaction by providing prompt and accurate processing of service requests with 99% on-time performance. Satisfied billing inquiries.

PROFESSIONAL CERTIFICATION
NYC Public Schools License (Conditional) expires August 31, 2003
Liberal Arts and Sciences Test (LAST)
Content Specialty Test (CST)
Elementary Assessment of Teaching Skills – Written (ATSW)

PROFESSIONAL ASSOCIATIONS
Kappa Delta Pi, Honor Society

EDUCATION
Bernard M. Baruch College, New York – Bachelor of Arts, 1985
Fordham University – Master's of Education, 2003

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Attachment 3

Provide the anticipated opening date for the charter school (month/year).

Anticipated opening date is September 8, 2004.

Attachment 4

Provide the requested initial term of the charter, which in no case is to exceed 5 years.

The requested initial term of the charter is five (5) years.

Attachment 5

Provide for each year of the charter that you are seeking, the grades that the school would serve, the number of students to be served in each grade, the number of children expected in each class, and the total number of enrolled students. If providing a kindergarten, please indicate the minimum age that the school will require a child to have attained to be eligible for enrollment.

In year 1, the Academy will serve kindergarten through second grade with a total enrollment of 175students. The school will have 75 students in kindergarten and 50 students in grades 1 and 2. There will be approximately 25 students per class.

In year 2, the Academy will serve kindergarten through third grade with a total enrollment of 225 students. The school will have 50 students per grade level except in first grade where there will be 75 students. There will be approximately 25 students per class.

In years 3 through 5, the school will serve kindergarten through fourth grade with a total enrollment of 275 students. Every grade level will have 50 students, except second grade in year 3, third grade in year 4, and fourth grade in year 5. These grade levels will have 75 students, respectively. There will be approximately 25 students per class.

Below is a chart showing the expected enrollment each of the five years of the charter.

Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5
K	75	50	50	50	50
1	50	75	50	50	50
2	50	50	75	50	50
3		50	50	75	50
4			50	50	75
Total Enrollment	175	225	275	275	275

In order to be eligible for admission to the school, the child must attain the age of five on or before December 1st of the year in which he/she first attend kindergarten.

Attachment 6

Provide the rationale for choosing to serve the grades and number of students in each grade and in the school as a whole. In addition, if you are planning to add grade or expand enrollment in the second or subsequent years of your charter, please explain the rationale for your growth plan.

In an effort to build a strong educational foundation in the early grades, the board chose to serve kindergarten through fourth grade. We believe that high student achievement in the later grades is highly dependent on the quality of learning in the early grades. This strong belief suggested to us that we should concentrate on providing an excellent elementary education. The board also feels strongly about creating a small school (175 students in the initial year) so that administrators and staff can provide greater individual attention and can become familiar with all students and their families, which will ultimately benefit the child. Finally, we are expanding in Year 2 to ensure full utilization of the facility.

Attachment 7(a)

Indicate whether you have submitted a substantially similar application to another charter entity simultaneous with submission of this application. If so, provide the name of the charter entity, the date the application was submitted and the status of the application.

The board has not submitted any application to another charter entity simultaneous with submission of this application.

Attachment 7(b)

If you have previously applied for a charter from another charter entity and it was denied, provide a copy of the letter from the charter entity stating the reasons the application was denied.

The board has never applied for a charter from another charter entity.

Attachment 8

If you are filing the application in conjunction with a college, university, museum, educational institution, or a not-for-profit corporation with 501(c)(3) status under the Internal Revenue Code, please provide the information below for each such entity.

Not Applicable

Attachment 9(a)

If the charter school would be established in conjunction with a for-profit entity (including but not limited to a management company) or a non-profit management company, then please provide the name of such entity and specify the extent of the entity's participation in the management and operation of the school. As part of such discussion, please include the following:

- **a term sheet indicating at a minimum, the fees to be paid by the proposed school to the management company, the length of the proposed contract, the terms for the contract's renewal and all provisions for termination; and**

Please find below a term sheet between the Academy and Victory Schools detailing the expected terms of the service agreement.

Term Sheet

As per the proposed Grand Concourse Academy Charter School Board's request, Victory Schools has revised its role and responsibilities with respect to the operation of the proposed charter school. This term sheet seeks to define a common understanding and reporting relationship between the Board, the Principal and Victory.

The following items below are areas of common understanding.

General Responsibilities

Board of Trustees:

- Select, hire, supervise, evaluate, and dismiss the Principal.
- Approve broad school policies, such as, student code of conduct, Board of Trustee's code of ethics, admission policies, and personnel policies.
- Approve and support the school's educational and curriculum model.
- Annually approve the charter school's operating budget.
- Monitor overall school performance on student achievement and finances.
- Receive and review grievances by parents.
- Organize development and fundraising efforts.

School Principal:

- Accountable to the Board for overall academic and financial performance, including implementing all aspects of the charter application.
- Recruit, select and hire all staff.
- Supervise, evaluate, and dismiss all staff.
- Responsible for day-to-day operations, including personnel, business administration, and general operating processes, with support from Victory.

- Responsible for managing all aspects of starting-up the school, with support from Victory.
    - Enrolling students, hiring staff, providing training; procuring curriculum materials, books and classroom computers.

Victory Schools:

- Accountable to and under the direct supervision of the Principal for all support services outlined in the management agreement.
- Support Principal with day-to-day operations, including personnel, business administration, and general operating processes.
- Support Principal in the administration of recruiting, selecting and hiring staff.
- Support the Principal in managing all operational agreements, e.g., food service and transportation.
- Support Principal with managing all aspects of starting-up
    - Enrolling students, hiring staff, providing training; procuring curriculum materials, books and classroom computers.

Educational Program

Curriculum

- The proposed Academy will emphasize math and science.
- The school will utilize research-based educational programs that are proven to work.
- For math, the school will implement Everyday Mathematics, which has been continuously researched and developed for over 20 years by the University of Chicago School Mathematics Project. Everyday Math follows the NTCM national standards and has also been aligned with New York State performance standards. It employs a hands-on approach that engages students with everyday problem solving and emphasizes basic skills to build a foundation for high order thinking and problem solving.
- For science, the school will implement an inquiry based program supported by the use of McGraw Hill's Science series This is a research-proven program that adheres to the National Science Education Standards and emphasizes that learning science is best accomplished by doing. Students will conduct experiments and investigations and learn to build explanations.
- The school will further emphasize Math and Science by offering additional time in a block format during the school day to offer extended opportunities to develop a much deeper understanding of these subjects.
- The school will also implement foreign language, music, and art during the school day. The school will implement an innovative scheduling model that will accommodate, beginning in kindergarten, a full-time foreign language program and a rotational art/music program. These subjects will tap the diverse talents of the student body.
- The Board has set forth the educational program in the charter application. The Board believes that the educational program is aligned to State standards, is grounded in research-proven models, and is suited to the Board's chosen mission.

School Operations

Enrollment

- Principal will oversee marketing, student recruitment and enrollment process with support from Victory Schools.

General Operations

- Victory, at the direction of the Principal, will establish and manage contracts for the provision of transportation, food, custodial services and other duties.
- Victory will ensure the proper insurance policies are in force.
- All personnel are employees of the Charter School and are paid for from the school's payroll (administered by Victory).
- Principal will manage the selection and purchasing of all educational materials, equipment, supplies and other products required by the school with facilitation of purchases by the business manager and Victory.
- Victory will submit to the Principal monthly financial reports.
- Victory will submit to the Board quarterly financial performance reports.
- Principal will provide to the Board at each regularly scheduled meeting educational, financial, and operational performance reports.
- Victory, with support from the Principal, will submit all required reports to the chartering authorities.

Operating Budget

- Principal will develop the annual budget each year, in consultation with Victory.
- Principal, with administrative support from Victory, will administer the expenditure and disbursement of all school funds in accordance with the budget.
- Principal will establish compensation policies and levels in accordance with the budget and in consultation with Victory.
- Victory will receive a fee totaling **12% of the school's gross revenues** for the services it will render under the service agreement.

Real Estate Lease

- Victory Schools will assist the Principal in negotiating a lease between the charter school and the Walker Baptist Church. (Lawyers will negotiate.)
- The Charter School, out of its operating revenue and annual budget, will be responsible for paying rent to the Walker Baptist Church.
- Any agreement between Walker Baptist Church and the Academy will be negotiated at "arms length". Any member of the Board of trustees that is affiliated with Walker Baptist Church in any way will recuse himself/herself from any Board actions or votes pertaining to contracts between the entities. The respective entities will employ separate and independent legal counsel in any situation where conflict may be apparent.

Contract Terms (Addendum)

Terms

- **5 years** or coterminous with the school's charter.

Renewal

- To be renegotiated at the end of the school's five year charter.

Termination

- Either party can terminate in the event of the other party's material breach of obligation under the contract.
- The contract will terminate if the Academy's charter is revoked or not renewed.
- The Board can terminate Victory if it is grossly negligent in the appropriation of school funds.

- **copies of the last two contracts the management company has executed with operating charter schools (in New York or other states) and, if applicable, the status of those charter schools' application for tax-exempt status under section 501(c)(3) of the Internal Revenue Code;**

For executed copies of Roosevelt Children's Academy Charter School and Merrick Academy – Queens Public Charter School management contracts with Victory Schools, please refer to **Exhibit A**. Both charter schools have received full 501(c)3 tax-exempt status from the Internal Revenue Service.

Attachment 9(b)

Please explain how and why the for-profit entity or non-profit management company was selected.

The applicant and members of the board have conducted extensive research on the charter school movement to support the development of this application. First, we reviewed information and the current literature on charter schools across the United States and, in particular, New York State. We read information on charter schools provided by the New York State Charter School Resource Center, the Center for Education Reform, CEI-PEA, and the New York Charter School Association. We also spoke with charter school operators to gain knowledge of what it takes to start-up and operate a charter school.

Based on this research, the proposed board concluded that outsourcing the operations of the school to an education management company would be the most prudent course of action in realizing our vision. To this end, we had discussions with Knowledge is Power Program ("KIPP"), Edison Schools, and Victory Schools. KIPP initiated the discussion with the proposed board as an exploratory meeting and the proposed board agreed to the meeting to examine all of our options. Our meetings with KIPP and Edison Schools revealed that neither company offered a model that we could customize to meet our educational vision for the proposed school.

In our numerous meetings and discussions with Victory, we felt that they were the only organization that was able to offer an educational program that was aligned with our mission and goals for the school. On behalf of the proposed board, Pastor Joe Bush, a member of the initial charter school planning committee, visited the Sisulu Children's Academy in Harlem and spoke with teachers and administrators. His findings were subsequently presented to us after his visit. Over the next months, board members will further extend their relationship with Victory by visiting the Merrick Academy – Queens Public Charter School, the Roosevelt Children's Academy and FitzSimons. We believe that Victory will be able to provide outstanding support to us in creating our vision of a small school setting, with an emphasis on math, science, music, and foreign language.

Attachment 10

Develop and attach the mission statement for the proposed charter school.

The mission of the Grand Concourse Academy Charter School is to create a challenging learning environment that addresses and meets the learning needs of students in New York City, especially those at risk of academic failure.

In a concentrated effort to prepare our students for entry into the very best middle and high schools of New York City, the Academy will seek to foster a sense of strong character, ethics, and personal responsibility, as well as high expectations and academic success.

The Academy will place a strong emphasis on music, math, science, and foreign languages, and will diligently seek to prepare students to meet and/or exceed New York State performance standards in English Language Arts, Mathematics, Science, and Social Studies. In addition, Academy students will demonstrate an advanced skill in music and be able to converse in Spanish. The school will align and adjust student learning to the State performance standards, and use a variety assessments to measure student progress in skills and content learning.

The Academy will support and encourage professional development opportunities aligned to the instructional program and will diligently seek and encourage active parental involvement and participation in the academic goals of the student. In addition, the school will seek to involve and engage a variety of community organizations and community leaders as partners to enhance the academic success of every student.

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Attachment 11

Provide an "Executive Summary" for the proposed charter school.

Our vision is to create a school that has high expectations for every child and challenges each child to surpass all State performance standards. In order for our vision to be realized, we believe philosophically that every child must be provided first with a strong foundation in the "three R's" – reading, writing, and arithmetic. Once the basics have been mastered the child will have a strong foundation from which to tackle higher order skills, and to achieve at high levels. Ultimately, we expect to see children engaged in challenging work, such as conducting experiments for deep understanding, exploring cultures and histories using primary documents, engaging in debates of classical literature, analyzing great works of art, speaking a foreign language and appreciating musical composition, among others. Our goal is for every child to become a critical thinker and life-long learner.

Strong Community Demand

As parents, residents, involved community members, and supporters of the public schools in New York City, we believe the Academy will attract families who are searching for this kind of school environment for their child. Many parents in the community have expressed an overwhelming interest for public school choice. We have collected more than 800 signatures from community residents and families with children evidencing this demand, which will only grow once parents are convinced that the school will be a reality (i.e. a charter is granted.)

Low Achievement in Local Public Schools

Unfortunately, many families have children in New York City public schools that are not achieving at the desired level. The most recent test scores on the English Language Arts (ELA) showed that 46% of the 4th graders and 29% of the 8th graders met the standards on the 2002 ELA assessment. In Community School District 9, the statistics are even more dire. Only 30% of the 4th graders and 13% of the eight graders met standards on the ELA exam.. Indeed, it will be very likely that many of the students will begin the year at the Academy at very low levels of achievement. We believe that the proposed educational program will meet this challenge and address at a minimum the lack of proficiency in reading, writing, and mathematics.

Educational Program and Philosophy

The educational philosophy of the Academy is that all children can become critical thinkers and life-long learners regardless of ethnicity, gender, race, creed, national origin, religion or ancestry. The school is committed to the success of every child and will provide a very high level of student centered attention.

The Academy's educational focus is delivering a standards-based and scientifically research-proven educational program with a special emphasis on (i) core skills and knowledge, especially math and science (ii) music and art, and (iii) foreign language. We believe teaching the fundamentals of reading, writing, math, and science to establish a solid academic foundation is essential for preparing students for learning higher order thinking skills.

The Academy will offer an extended day and a research-based educational program that is aligned to the State performance standards. The Academy will devote significant time blocks to core subjects, in reading and writing. We will use Scott Foresman Reading, Great Source Writing Source program, and grade-level trade books and classroom libraries with authentic literature. In math, the Academy will raise expectations with respect to the amount and range of mathematics that children can learn. Each day significant time will be blocked for the research-based Everyday Mathematics program. In science, the Academy will adopt the McGraw Hill Science series, which will provide students with ample learning experiences involving experiments and investigations.

In addition to a focus on core skills and knowledge, the school will emphasize music and art, which will help students develop an appreciation of aesthetics, improve sensory and motor skills, and stimulate creativity. A growing body of research has found that such an education has a significant impact on student achievement in core subject areas. One study found that there is "significant cognitive transfer from arts education [music and art] to other academic areas (Lopez, 2000). Another study showed that it enhances "one's ability to memorize spellings, poetry, and foreign words" (Campbell, 1997), and yet another revealed that it leads to an "increase in spatial-temporal reasoning skills crucial for greater success in subjects like math and

science" (Weber, 1993). Furthermore, we believe that in a global society where there is a significant interdependence among nations, an emphasis on foreign language is critical for success. It will encourage understanding, appreciation and respect for other people and provide global opportunities.

Improve Student Learning

The Academy has adopted scientifically research-proven and standards-based educational programs to ensure high levels of student learning and achievement. Each of the core educational programs for reading, writing, math, social studies, and science have been extensively researched and field-tested resulting in multiple revisions and improvements. Also, the school's educational programs are fully aligned with the New York State performance standards to ensure that students acquire the required knowledge and skills at the end of each grade level.

Academy students will also benefit from the extended day. They will have more time on task for core subjects to ensure a strong academic foundation and will have more time to explore important ideas in a meaningful way.

Moreover, the Academy's comprehensive professional development program and rigorous assessment system will improve student learning and achievement. Professional development for teachers will be relevant and aligned with what is being taught. Teachers will receive specific content and skill building training to ensure effective delivery of the educational program. They will also learn how to use data from a variety of assessments to drive instruction and inform decisions about how to improve student achievement.

Increase Learning Opportunities

The Academy's educational program will increase learning opportunities for children through several ways. First, the school will offer an extended day of approximately eight (8) hours, which will provide more time to concentrate on core subjects. Also, an extended day will provide additional time to implement a foreign language and arts program during the school day, rather than as an after-school enrichment offering.

The school will take advantage of the longer school day by implementing a schedule that allocates extended blocks of time for core subjects, rather than the traditional schedule of discrete forty-five minute periods. This will give teachers sufficient and uninterrupted time blocks to meaningfully explore the core subjects to ensure that students develop a much deeper understanding of the material. For example, it will give teachers the time to facilitate civic projects during social studies or lead extended scientific experiments.

Second, the Academy will increase learning opportunities by strategically deploying paraprofessionals throughout the building. Paraprofessionals will give more personal attention to individual students who are falling behind academically and assist groups of students engaged in further exploration of a subject matter. (Please note that paraprofessionals will be aiding and not supplanting the classroom teacher.)

Third, the standards-driven and researched-based curriculum ensures all students are instructed through effective programs aligned with State performance standards. In addition, the curriculum will provide a richer and more diverse learning experience. For example, the research-based social studies curriculum is designed to provide significant knowledge of diverse peoples and cultures and engage students with a rich learning experience.

Finally, the Academy will increase learning opportunities by offering students meaningful experiences in the arts. This portion of the educational program will tap the diverse talents of the student body and will expose them music, dance, and theatre. For example, students will be able to recognize great works of music or perform classical theatre.

(Please note that Academy will implement an open lottery and therefore will not give preference to "at-risk" students. However, given the school's expected location, we expect many of its students would be traditionally classified as "at-risk)

Encourage use of different and innovative teaching methods

The Academy will use varied and innovative teaching methods that will meet the academic needs of all children. Teaching methods will be deployed according to what is appropriate for students'

learning styles and different subject matters. The teaching methods will include direct instruction, cooperative learning, individualized and small group instruction, and project-based learning. The school will assess what teaching methods are appropriate. For example during the reading and writing block, teachers may employ highly focused and interactive lessons geared towards small group instruction and assign paraprofessionals to groups that may need additional help. For math instruction, teachers might deliver lessons directly to students and form cooperative groups of three or four students to practice what they have learned. Paraprofessionals may also be used to support math instruction. In social studies, project based learning, supported with primary sources and original documents, could be the vehicle for bringing history alive. In science, teachers may use an interactive and hands-on approach by facilitating experiments and investigations. During the start-up phase of the school and on-going basis, experienced senior educators will train and coach teachers on how and when to use the varied teaching methods.

Create Professional Opportunities

The Academy values all school personnel as professionals and will create an environment that supports the career development of each individual. They will receive the necessary support, tools, and resources to accomplish the school's mission of exceeding the New York State performance standards. The Principal will provide school administrators and teachers will receive specific training in content areas, teaching methods, assessment analysis, research-based models. The Principal will also use outside experienced consultants to provide professional development and mentoring. Teachers will also have opportunities to attend off-site conferences for general career enhancement. Other school personnel, such as the business service manager and security staff, will receive training for their respective areas of responsibilities. In short, the Academy provides professional growth opportunities for all school personnel.

Provide parents with expanded choice

The Academy will provide parents and students a comprehensive educational program that is not currently offered by the New York City school district. Although many of the components are present individually in several different public schools no one school offers all elements. Parents and students can choose our proposed school for a variety of educational reasons: research-based curriculum aligned with State performance standards, extended day with more instructional time

each day, emphasis on core subjects, art and music, innovative teaching methods, extensive teacher training and coaching, school accountability, and student uniforms, to name a few. In short, parents will find under one 'roof' a robust educational program that is truly a brand new public school option

Institute a change from rule-based to performance-based accountability

The proposed educational program will provide the Academy with a method to change from rule-based to performance-based accountability systems. First, the educational program will focus on outcomes rather than inputs. As described in this application, the educational program, which is aligned with State performance standards, clearly outlines for school administrators and teachers what children should know and be able to do at the end of each grade level. These explicit performance outcomes allow the board to hold the principal, teachers, and the management company accountable for positive student achievement results. Second, the educational program use of assessments allows the board to hold accountable school administrators and teachers on a class-by-class basis for performance. Third, as part of the proposed educational program, the principal and teachers will be annually appraised primarily based on student achievement outcomes. Finally, Academy will use its accountability plan and progress report as a working document that will guide the school in attaining specific student achievement goals and non-academic outcomes.

Attachment 12(a)

Provide a copy of the proposed school's calendar in the first year of its operation. The calendar must indicate the number of days of instruction that the school will offer.

The school calendar reflects the educational mission and priorities of the Academy. The calendar provides 180 instructional days for students and 190 days for teachers. The 10 additional teacher days support the school's mission of providing teachers with professional development opportunities that are aligned to the educational program. Below is a draft list of dates for 2004-2005.

Mon. – Fri.	**Aug. 23-27**	Professional Staff Development
Mon. – Fri.	**Aug. 30- Sept. 3**	Professional Staff Development
Mon.	**Sept 6**	Labor Day: School Closed
Tues.	**Sept 7**	Professional Staff Development Day
Weds.	**Sept 8**	All Students Report
Tues.-Thurs.	**Sept 21 – 23**	ITBS Testing - All Students Report (full day)
Mon.	**Oct 11**	Columbus Day – School Closed
Tues.	**Nov 2**	Election Day – Students do not Report; Professional Staff Development Day
Thurs.-Fri.	**Nov 25 – 26**	Thanksgiving Recess – School Closed
Thurs.-Fri.	**Dec 23 – Dec 31**	Winter Recess – School Closed
Mon.	**Jan 3**	Students Return to School
Mon.	**Jan 17**	Dr. Martin Luther King Jr. Day – School Closed
Mon.	**Jan 31**	Students do not Report; Professional Staff Development Day
Mon.- Fri.	**Feb 21 – 25**	Midwinter Recess; includes Washington's Birthday – School Closed
Thurs. – Fri.	**Mar. 24- April 1**	Spring Recess includes Good Friday, Easter, Passover – School Closed
Tues.-Thurs.	**May 17 – 19**	ITBS Testing – All Students Report
Mon.	**May 30**	Memorial Day – School Closed
Tues.	**June 21**	Last Day for Students

Missing 1263

Attachment 12(b)

Provide the minimum number of hours/minutes per week the school will devote to core academic subjects in each grade, i.e. language arts, mathematics, science, social studies, technology studies; the length of the school day (including the approximate start and dismissal times of the school day); and a sample schedule.

The goal of the proposed daily schedule is two-fold. One is to devote significant time blocks to reflect our educational mission of emphasizing music, math, science, and foreign language. The other is to allocate adequate instructional time for each subject area so that students can meet and/or exceed the New York State performance standards. The school will ensure that instruction is provided to students in each of the seven learning standard curriculum areas.

As shown below, the school proposes an extended school day to ensure sufficient time for properly implementing its educational program. The duration of the school day will be 8 hours as compared to the typical public school day of 6 hours. This represents an increase in the school day of approximately 25%. School will begin at 8:00am and end at 4:00pm. Breakfast will begin at 7:40am.

In order to build a strong literacy foundation and to fully explore literature, writing, and cross-cultural learning experiences, 150 minutes each day will be allocated for English language arts. For mathematics, the school will set aside 90 minutes daily so that there is sufficient time to concentrate on basic skills and higher order mathematical thinking skills. In an effort to provide meaningful learning experiences in science, 60 minutes daily will be allocated to conduct experiments and deep exploration. In social studies, the school will devote 45 minutes daily. Finally, technology studies will be embedded in the core subjects for approximately 60 minutes of technology instruction each week.

Once the school is operational, a rotational schedule will be developed to provide music and foreign language for 45 minutes. The rotational instructional periods may be every other day, weekly, bi-weekly, quarterly, or semi-annually. The type of rotation will depend on various factors, such as, the level of progress toward performance standards, desired intensity, and facility layout and utilization.

Program Component	Daily Time Allocation	Weekly	Time
Breakfast: optional	20 minutes daily	N/A	7:40am – 8:00am
Morning Routines/Attendance	30 minutes daily	N/A	8:00am – 8:30am
English Language Arts	150 minutes daily	750 minutes	8:30am – 11:00am
Lunch/Recess	45 minutes daily	N/A	11:00am – 11:45am
Mathematics	90 minutes daily	450 minutes	11:45am – 1:15pm
Science	60 minutes daily	275 minutes	1:15pm – 2:15 pm
Social Studies	45 minutes every day	250 minutes	2:15pm – 3:00pm
Foreign language/ Music (rotational basis)	45 minutes daily (rotational)	Depends on rotational schedule	3:00pm – 3:45pm
Closing Routines/Dismissal	15 minutes daily	N/A	3:45pm – 4:00pm
Technology Studies	*60 minutes weekly*	*Depends on rotational schedule*	*Embedded in core curriculum subjects*
Extended Day Total	**480 minutes/ 8 hours**		

Attachment 13

Provide a description of the student achievement goals for the proposed school's educational program.

The student achievement goals for the Academy will use as their basis the goal of proficiency for all students. Our performance will be measured through a variety of different assessment tools including criterion-referenced tests, nationally-norm referenced tests, and interim or unit progress assessments. These assessments facilitate all three key assessment techniques: longitudinal, or "value-added"; absolute; and comparative.

A key component in our performance measurement will be the attainment of Adequate Yearly Progress ("AYP") in all State assessments as defined by the State Education Department in accordance with the No Child Left Behind Act ("NCLB"). We believe these requirements of AYP are in fact highly challenging as they require consistent progress toward the 100% proficiency goal. Our specific academic goals and indicators are the following:

Goal 1: All students will become proficient in reading and writing of the English language.

Measure 1: Each cohort of students will improve in reading skills by an average of 3 percentiles per year in national rank, according to the reading battery of the Iowa Test of Basic Skills (ITBS). Cohorts will include the scores of all eligible students in grades K-4.

Measure 2: The school will make Adequate Yearly Progress ("AYP") in New York State ELA exams, as defined by the State Education Department in accordance with No Child Left Behind.

(a) The school's "Performance Index"[1] will be used to calculate AYP.

[1] The Performance Index measures the percentage of full-year *tested students* who scored at level 2 and above, *and* the percentage who scored at level 3 and above on the each of the elementary assessments in English language arts and mathematics. For example, a school in which all full-year students who were tested perform at or above Level 3 will have a Performance Index of 200. A school in which all full-year, tested students perform at Level 2 will have a Performance Index of 100, and a school in which all full-year, tested students perform at Level 1 will have a Performance Index of 0. The results for those ELL/LEP eligible to take approved alternative assessments who did not take the State assessment are included in the calculation of the English language arts Performance Index. Those

(b) The grade 4 assessment will be used to calculate AYP in 2004-2005. Beginning in 2005-2006, assessments in grades 3-4 will also be used.

(c) AYP will be determined for disaggregated subgroups of students including major racial/ethnic groups (Asian, Black, Hispanic, Native American, and White), low-income, limited English proficient and special education students. A group must have a minimum of 30 continuously enrolled students who are required to participate in an assessment in order for the school or district to be held accountable for the group making AYP.

(d) The school will ensure 95% participation in each exam, as defined by SED.

(e) The school can make AYP in two ways as defined by SED:

(i) The school will meet or exceed the Annual Measurable Objective ("AMO") threshold established yearly by SED[2]; or,

(ii) The school will reduce the gap by 10% between the goal of a Performance Index of 200 and a group's prior year performance. This is known as the "Safe Harbor" provision.

Measure 3: A greater percentage of students enrolled in the school for two or more years will perform at or above level 3 on the New York State ELA assessments than will students at similar schools (grade 4 assessment in Year 1, grade 3-4 thereafter). Similar schools will be selected from comparable local schools.

Goal 2: All students will demonstrate competency in the understanding and application of mathematics computation and problem solving.

Measure 1: Each cohort of students will improve their math skills by an average of 3 percentiles per year in national rank, according to the math battery of the Iowa Test of Basic

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students who meet the Part 154 performance standards are counted as performing at Level 2, while those who do not are counted as performing at Level 1. ELL/LEP students who take an approved alternative assessment instead of the Grade 4 English language arts assessment are not counted in calculating the percentage of students who scored at Level 3 and above.

[2] For the 2003-2004 school year, the Annual Measurable Objective Performance Index score on the 4th grade ELA is 123.

Skills (ITBS). Cohorts will include the scores of all eligible students in grades K-4. (The math battery includes computation and problem solving subtests.)

Measure 2: The school will make Adequate Yearly Progress ("AYP") in New York State math exams, as defined by the State Education Department in accordance with No Child Left Behind. The basis of calculating AYP will be as defined above in Goal 1.[3]

Measure 3: A greater percentage of the students enrolled in the school for two or more years will perform at or above level 3 on the New York State mathematics assessments than will students at the similar schools (grade 4 assessment in Year 1, grades 3-4 thereafter). Similar schools will be selected from comparable local schools.

Goal 3: All students will demonstrate competency in the understanding and application of scientific reasoning.

Measure 1: The school will meet all State designated performance standards in elementary science. For 2002-2003, the elementary science standard is performance at or above 40% on the "State Designated Level" or growth over the prior year's results.

[3] For the 2003-2004 school year, the Annual Measurable Objective Performance Index score on the 4th grade Mathematics assessment is 136.

Measure 2: A greater percentage of the students enrolled in the school for two or more years will perform at or above level 3 on the New York State science assessments than will students at similar schools. Similar schools will be selected from comparable local schools.

Measure 3: Sixty percent of the students enrolled at the school for two or more years will perform at or above grade level on an end of year criteria referenced science test developed by McGraw Hill administered to grades 2-4 each year.

Goal 4: All students will demonstrate competency in the understanding and application of social, geographical, civic, and world issues.

Measure 1: The school will meet or exceed all State standards for public school performance on the New York State social studies assessment that may be established by the Commissioner of Education.

Measure 2: A greater percentage of the students enrolled in the school for two or more years will perform at or above level 3 on the New York State social studies assessments than will students at similar schools. Similar schools will be selected from comparable local schools.

Measure 3: Sixty percent of the students enrolled at the school for two or more years will perform at or above grade level on an end of year criteria referenced social studies test developed by McGraw Hill administered to grades 3-4 each year.

14. Provide the proposed school's learning standards and curriculum, including a description of the skills and knowledge each student will be expected to attain by the end of each grade (or course) in each year of the charter. In addition, indicate that the education program you have described meets or exceeds the student performance standards established by the Board of Regents.

The Academy's education program and the curriculum "crosswalk" are provided, **Exhibit C.**

Attachment 15(a)

Attach a schedule of the state assessments that the charter school will administer.

As required by charter school law, the Academy will administer all New York State assessments:

- Grade 4 English-Language Arts Assessment (all years)
- Grades 3 English-Language Arts Assessment (beginning in 2005-2006)
- Grade 4 Mathematics Assessment (all years)
- Grades 3 Mathematics Assessment (beginning in 2005-2006)
- Grade 4 Science Assessment (all years)

Attachment 15(b)

List which, if any, standardized test(s) would be used by the charter school in addition to the required New York State assessments and explain why such standardized test(s) were selected.

The Academy's assessment process will be comprehensive and rigorous. The school will primarily rely on standardized and diagnostic tests to assess student achievement throughout the life of the charter. The school will administer three types of assessments: criterion-referenced tests (CRT), norm-referenced tests (NRT), and diagnostic unit and end of year test. These assessments will provide the school with absolute, value-added, and comparative measures.

Absolute/Comparative Measures

As stated in Attachment 15(a), the Academy will administer all New York State tests, which will allow the school to assess how well the students are achieving the State performance standards, and in comparison to similar schools in the district. We will also use any other state mandated assessments that are phased in subsequent to the application submission and as required by No Child Left Behind.

Value-Added Measure

In addition, the school will administer a norm-referenced test (NRT), such as, the Iowa Test of Basic Skills (ITBS). This assessment will provide information about how groups of students are progressing over time. It will be administered to all new students in the fall and spring to establish an academic baseline, and then it will be given the spring of each subsequent year to measure annual achievement gains. Also, it provides a comparison to a national norm. Please find below a list of tests the school will administer in each subject and grade level.

Assessments	*Subjects Tested*	*Grade Levels Tested*	*Type/Measure*
NYS English-Language Arts Assessment	English-Language Arts	Grades 3-4 (Grade 4 only in year 1)	CRT/ Absolute & Comparative
NYS Mathematics Assessment	Mathematics	Grades 3-4 (Grade 4 only in year 1)	CRT/ Absolute & Comparative
NYS Science Grade 4	Science	Grade 4	CRT/ Absolute & Comparative
Iowa Test of Basic Skills (ITBS)	ELA and Math	Grades K - 4	NRT/ Value Added

Attachment 16

Provide the other methods of assessment (beside those indicated in response to Requests Nos. 15(a-b) that would be used by the charter school. As part of your response, please indicate how these assessments would reliably and verifiably measure student performance and achievement goals. For each such assessment method, please indicate if the data obtained will be used to support the school's application for charter renewal.

The Academy will use diagnostic unit tests provided by curriculum publishers to provide intra-year assessment of student performance in reading, math, social studies, and science. The regular feedback provided by these tests will help teachers adjust and personalize student instruction throughout the year as necessary. Data from these exams will not be used to support the school's application for charter renewal.

End-of-year assessments provided by McGraw Hill will be used to measure school performance in social studies and science as discussed above in Attachment 13, including for purposes of charter renewal.

These tests will measure grade level performance (i.e. below, at, or above grade level) in specific skills and content knowledge (e.g., multiplying fractions, phonemic awareness, historical facts, etc.). Given that each subject is taught using content that is aligned with the State performance standards, the test results will be good predictors of how well students are doing against those standards. Also, these assessments allow instruction for a particular child's needs to be adjusted in real time each year, rather than waiting until end-of-year exams.

Assessments	*Subjects Tested*	*Grade Levels Tested*	*Type/Measure*
Scott Foresman End of Year Assessment	Reading	Grades K – 4	Diagnostic
Everyday Math End of Year Assessment	Math	Grades K – 4	Diagnostic
McGraw Hill End of Year Social Studies Assessment	Social Studies	Grades 3 – 4	Diagnostic
McGraw Hill Science End of Year Assessment	Science	Grades 2- 4	Diagnostic

Attachment 17

If the charter school would serve the 12th grade within the requested term of the charter, attach a description of the requirements for a student to be awarded a diploma.

The school will not serve the 12th grade within the requested term of the charter.

Attachment 18(a)

Provide the proposed school's methods and strategies for serving students with disabilities in compliance with all federal laws and regulations relating thereto.

In accordance with §2853 (4)(a) of the Education Law, the school will provide special education services to students with disabilities as per their individualized education plan ("IEP") as developed by the Committee on Special Education (CSE) of the student's school district of residence. The board understands that the school has no authority to create or modify IEPs and conduct multi-disciplinary evaluations to determine whether a student has a disability. In short, these responsibilities are left solely to the CSE of the student's district of residence. Moreover, students with disabilities will receive an appropriate education in the least restrictive environment possible, and as required by the IEP.

At the time of the submission of this application, it is impossible to determine what special education services will be necessary to meet the needs of students attending Grand Concourse Academy Charter School, since the student population has not yet been determined. Nonetheless, at this stage, Grand Concourse Academy Charter School plans to have on its staff a full time Special Education Coordinator/Teacher, and a part-time social worker. Thus we will have the ability to carry out some level of services on site with our own staff consistent with a student's IEP. In certain instances, however, such as where Grand Concourse Academy Charter School does not have the necessary human resources or professional staff and expertise to provide those services required by the IEP, we may request that the student's school district of residence provide such services.

The Academy will designate a special education teacher/coordinator to oversee the provision of special education services in accordance with each child's IEP. This position will be responsible for the following:

(i) coordinating with CSEs;

(ii) providing information to and obtaining information from CSEs as needed throughout the year;

(iii) determining if entering students have IEPs and reviewing all students' IEPs;

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(iv) working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting;

(v) reporting to the CSE regarding student's progress toward meeting IEP goals;

(vi) collecting student records from the CSE;

(vii) coordinating special education referrals to the CSE;

(viii) ensuring that data regarding students with disabilities is kept confidential and having procedures for maintaining files in a secure and locked location with limited access;

(ix) preparing such reports as are needed by each disabled child's school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations;

(x) being available, as required by law, for meetings convened by such student's CSE and ensuring that the appropriate school staff members and parents participate in CSE meetings;

(xi) ensuring that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of regular education children;

(xii) ensuring that the school's obligations under the Child Find requirements of IDEA, including 34 CFR § 300.125, is met by providing appropriate notification to parents in connection therewith, including notifying them prior to providing a child's name to a CSE for potential evaluation;

(xiii) coordinating the implementation of special education services as per the IEP with the school district, private providers, and the school's classroom and special education teacher(s), as appropriate; and,

(xiv) administrative duties to the extent that they do not interfere with his or her responsibilities to ensure the school's compliance with the IDEA, section 504 of the Rehabilitation Act of 1974 and Title II of the Americans with Disabilities Act of 1990.

Attachment 18(b)

Please provide the following assurances regarding the provision of special education and other services to children enrolled in the proposed charter school.

The board of trustees assures the following:

- The Academy will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990, that are applicable to it.

- The Academy will, consistent with applicable law, work with LEA school districts to ensure that all students with disabilities that qualify under the IDEA:
  - have available a free appropriate public education (FAPE);
  - are appropriately evaluated;
  - are provided with an IEP;
  - receive an appropriate education in the least restrictive environment;
  - are involved in the development of and decisions regarding the IEP, along with their parents; and
  - have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school's or school district's provision of FAPE.

- The Academy will employ, at a minimum, a properly certified individual as the school's special education teacher/coordinator, whose responsibilities will include coordinating with CSEs; providing information to and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting. The school may permit the special education teacher/coordinator to take on additional administrative duties to the extent that they do not interfere with his or her responsibilities to ensure the school's compliance with the IDEA, section 504 of

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the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990.

- The Academy will make available, as required by law, a student's regular and special education teachers (and other required school personnel) for meetings convened by such student's CSE.

- The Academy will ensure that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of regular education children.

- The Academy will abide by the applicable provisions of IDEA and the Family Educational Rights Privacy Act of 1974 in order to ensure that data regarding students with disabilities is retained and kept confidential, including having procedures for maintaining files in a secure and locked location with limited access.

- The Academy's special education coordinator will retain such data and prepare such reports as are needed by each disabled child's school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations.

- The school will comply with its obligations under the Child Find requirements of IDEA, including 34 CFR § 300.125, and will provide appropriate notification to parents in connection therewith, including notifying them prior to providing a child's name to a CSE for potential evaluation.

- The charter school will not convene its own CSE, make evaluation of children suspected of being disabled, create IEPs, reevaluate or revise existing IEPs or conduct due process hearings. The charter school understands that these responsibilities are left solely to the CSE of the student's district of residence.

- Assistance seminars regarding the education and servicing of special education students as is required by the State University of New York, including those sponsored by the State Education Department.

Attachment 19

Attach a description of the program design, methods and strategies for serving students who are English Language Learners (ELLs) in accordance with federal law, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974. Such description must include the following elements:

The Academy shall service any and all students with limited English proficiency (English Language Learners) using structured English language immersion so that they achieve proficiency in the English language as quickly as possible. The Academy shall comply with all applicable laws including Title VI of the federal Civil Rights Act of 1964 and the federal Equal Educational Opportunities Act of 1974. ELL students at the Academy will not be assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the school in their native language, to the extent possible, so that we will be able to encourage the participation of all parents, regardless of their home language, in the Academy community.

Identifying ELL Students

The Academy will identify ELL students through a survey sent to every student's household after the annual enrollment period which will be designed to identify students who may have limited English proficiency. This survey will be the *Home Language Questionnaire* issued by the State Department of Education.

If, based on the answers to the *Home Language Questionnaire*, it is determined that the student's native language or home language is other than English, then appropriate school staff will conduct an informal interview in the student's native language, to the extent possible, and English. If the interviewer determines that the student speaks some English, an oral exam as used by the local district will be administered. If the student scores below the established cut-off point on the oral test, a written exam as used by the local district will be administered. If the student scores below the established cut-off point on the written test, that pupil will be classifed as an ELL student. If student scores above the established cut-off point on the written test, the student will be determined not to be an ELL student.

The teachers at the Academy will receive training on educating ELL students and will be responsible for observing each student throughout the class day with an eye toward detecting limited English proficiency. Any student suspected of having limited English proficiency will be tested to determine if and what level of services, if any, are necessary. Any student classified and receiving educational services as an ELL student who subsequently test at an appropriate proficiency level on the New York State English as a Second Language Achievement Test (NYSESLAT) will be deemed no longer in need of ELL services.

If the student speaks a language other than English and the student speaks little or no English, then the school should administer the Language Assessment Battery-Revised (LAB-R). A score

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Charter Schools Institute

below the designated cut score for the child determines eligibility for ESL or bilingual services. The LAB-R is administered only once to each incoming student.

The school will use the NYSESLAT to assess ELL students as required by the State Education Department to implement the federal *No Child Left Behind Act.*

Services

The Academy will educate ELL students following a model of structured English language immersion. Such models have garnered significant public attention, particularly in lights of California's ban on traditional bilingual classes, which were shown not to be effective.

The Academy will provide all needed staff and specialized curricular materials to enable ELL students to achieve proficiency. The Academy will directly provide or make referrals to appropriate support services which may be needed by ELL students in order to achieve and maintain a satisfactory level of academic performance. Such services may include individual counseling, home visits and parental counseling.

Plan for Educating ELL Students

The Academy will follow a plan of structured English language immersion. Students of limited English proficiency will receive the same academic content as those students who are native English speakers. All instruction will be in English, however, the level of English used for instruction, both verbal and written, will be modified appropriately for any ELL student.

The English Language Arts program chosen by the Academy is Scott Foresman Reading. If needed, the Academy could purchase the Scott Foresman ESL Sunshine Edition for any grade level. This program develops students' English proficiency - listening, speaking, reading, and writing - through a content-based approach that accelerates English language learning. It builds literary skills, critical thinking skills, and academic skills and supports all teachers, even those with limited ESL experience.

Students will not be forced to stop using their primary language while learning English. If a teacher at the Academy feels it is beneficial and it is feasible, the school will endeavor to ensure that there will be somebody in an ELL student's classroom who knows the child's language.

Teachers at the Academy will receive professional development training on communicating with students designated as English Language Learners and in techniques for detecting whether a student has English language deficiencies. Also, within the school's daily class schedule are blocks of time that can and will be used for more intensive English language instruction for ELL students (as well as other individualized support for students with different needs). The Academy will be prepared to address the needs of students who are struggling with the structured English immersion program by providing, if it is determined to be the best course of action, ESL

pull-out instruction and/or assignment to an aide or teacher, if possible, who speaks that child's non-English language.

Based on the *Home Language Questionnaire*, the Academy will know which students come from homes in which languages other than English are primarily spoken. In such instances, any school communications with the parents shall, to the extent possible, be in the language the parents best understand or otherwise authorize.

All facilities deemed necessary by the school for proper instruction of English Language Learners will be in place by the time the Academy begins classes, and such facilities shall be used properly by the Academy staff.

Exit Criteria

Any students classified and receiving educational services as ELL students who have reached proficiency in English according to their results on the NYSESLAT, or other appropriate exam, will be deemed no longer in need of ELL services. Students will not be exited from the ELL program unless they can read, write and comprehend English well enough to participate meaningfully in the school's program.

Evaluation of the ELL Program

The Academy will periodically evaluate the effectiveness of the ELL program. The school will determine if it is successful in achieving the program's goal of helping ELL students overcome language barriers sufficiently well and sufficiently promptly to ensure that ELL students can participate meaningfully in the school's programs. If the Academy finds that its ELL program is not meeting this goal, the program will be modified accordingly.

The Academy will evaluate its success in serving ELL students in various ways, including but not limited to:

- testing using the LAB;
- standardized tests taken by all students;
- the NYSESLAT;
- teach evaluation of student's performance in academic content areas to measure the student's progress in core subjects; and
- informal teacher observation to determine English comprehension and speaking.

If an ELL student fails to show appropriate progress in academic areas measured by these assessments and teacher assessment of classroom work, modifications to the instructional program may be made for individual students. In addition, the Academy will look at disaggregated data on City and State proficiency tests for ELL students as a group to evaluate whether these students are making progress in the acquisition of the English language as well as progress in core subjects and will track that progress against that of non-ELL students. The Academy will track how may students are declassified as ELL and the number of instructional years it takes for declassification to occur. Finally, we will track our students longitudinally

through out their years at the Academy to determine if their is significant variation in the academic achievement of students who were once classified ELL and non-ELL students as measured by standardized assessments and non-standardized assessments.

Additional Assurances

The Academy also assures that:

- ELL students will not be excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction;

- ELL will not be assigned to special education because of their lack of English proficiency; and

- Parents or guardians whose English proficiency is limited will receive notices and information, to the extent possible, in their native language.

Attachment 20

If the proposed charter school includes particular methods, strategies or programs for meeting the needs of students at-risk of academic failure, attach a description of the challenges faced in educating the targeted population and describe such methods, strategies and/or programs. Please include in the description any diagnostic methods or instruments that will be used to identify and assess those students who are performing below grade-level as well as the processes/programs/tools to be used in providing them with remedial instruction.

The Academy will use several different methods, strategies and programs to meet the needs of students at-risk of academic failure. These include:

- An extended day to provide more total instructional time each day, and more time for each child to be in a learning environment
- Increased learning time each day in core skills of literacy and numeracy relative to the traditional public schools as described herein (2.5 hours (150 minutes) of reading and writing each day, and 1.5 hours (90 minutes) of math)
- Individualized instruction through the use of small group instruction during reading and math instruction
- Personalized attention for students at risk of failure. Paraprofessionals will be strategically deployed throughout the school to work in targeted interventions with children that are falling behind.
- Research-based curriculum programs as described herein that are proven to be successful with accelerating the achievement of at-risk students

The Academy will have a clear process to quickly identify and assess those students who are performing below grade level as follows:

- Students will be administered entrance exams to test specific skill mastery in reading and math. Built-in assessments provided with the Direct Instruction and Everyday Math programs will be used for this purpose. Students will be categorized into three performance sub-groups:

- *At or above proficiency*: Student will receive regular instruction. Students far above proficiency will be considered for placement in above grade groupings or classes as appropriate.
- *Below proficiency:* Student will be included in regular classroom setting. Students will receive small-group instruction with students of same skill level. Student will receive occasional support from paraprofessionals. Teacher and principal will monitor student performance to ensure accelerated learning back to grade level.
- *Far below proficiency*: Student is at serious academic risk. Student will be included in regular classroom setting, with intensive support from regular teacher and paraprofessional team. Remedial program components of the curriculum such as Corrective Reading in Direct Instruction will be used. Principal and teacher will meet regularly to discuss student performance and develop an individual learning plan to bring student quickly back to proficiency levels.

- Interim assessments built into the Academy's curriculum model (e.g., Direct Instruction, Everyday Math) will be used to individually assess student learning throughout the year. For example, the Direct Instruction reading program features built-in mastery assessments that provide for weekly feedback on student mastery of specific skills. If student progress deviates from the performance sub-group categorization assigned on entrance, the teacher and principal will meet to discuss appropriate corrective action, which would such steps as described above for the appropriate performance sub-group.

- Data from year-end assessments, such as the ITBS and New York State tests, will also be used to further monitor student performance. All other standardized assessments as described herein will also provide input for the teacher and principal to monitor student performance and quickly provide for corrective action.

Attachment 21

If the proposed charter school would include any methods and strategies for dealing with other targeted student populations, attach a description of the targeted student population(s), how they would be identified (academic or other criteria) and describe such methods and strategies.

The Academy will not use any other methods and strategies for dealing with other targeted student populations, other than what has been described in this application.

Attachment 22(a)

Please describe how parents will be involved in the charter school, including, in particular, the governance and administration of the charter school.

The board believes that promoting parental involvement in school governance is critical for success. Therefore, the Academy will provide the following processes to ensure broad parental involvement in school governance and administration:

1) establish a Parent-Teachers Organization (PTO);

2) appoint the president of the PTO to the board of trustees with voting rights for the length of his or her term as the parent representative;

3) organize ad-hoc committees of parent volunteers to work with the principal for input on various school matters, such as school climate, facilities or fundraising;

4) establish a principal's "open door" policy for all parents so that there can be informal ongoing input and feedback on school governance;

5) conduct parent meetings, as needed, to seek input on new ideas and take suggestions on improving school governance; and,

6) conduct annual parent surveys to obtain feedback for improvement .

Attachment 22(b)

Please describe how staff will be involved in the charter school, including, in particular, the governance and administration of the charter school.

The board believes that promoting staff involvement in school governance is also critical for success. Therefore, the Academy will provide the following processes to ensure broad staff involvement in school governance and administration:

1) Create school-wide committees consisting of appropriate staff to work with the principal on various school matters, such as curriculum implementation and student achievement;
2) hold grade-level and school-wide staff meetings on a regular basis;
3) establish a principal's "open door" policy for all teachers so that there can be informal ongoing input and feedback on school governance;
4) conduct staff meetings, as needed, to seek input on new ideas and take suggestions on improving school governance;
5) organize a teacher task force to evaluate student behavior; and,
6) conduct annual teachers surveys to obtain feedback for improvement.

Attachment 23

Provide evidence of adequate community support for and interest in the proposed charter school sufficient to allow the school to reach its anticipated enrollment. Include any methods or strategies that have been used to gauge community support for the charter school.

In an effort to document adequate community support and interest sufficient to allow the school to reach its anticipated enrollment, the proposed board of trustees has collected over 825 signatures, many of who are parents with school age children who have expressed interest in the Academy. Given the level of student achievement in the surrounding public schools as described earlier, the community clearly needs an alternative for their children. In fact, we believe that the demand will only grow stronger once a charter has been issued and parents see that a charter school in their community will be a reality. Signature pages are provided below.

Charter School

We, the undersigned, are in support of a charter school in our community. We believe that our community needs new educational options in its public schools and that the charter school will provide parents and students with the choice they deserve. I endorse the proposed charter school to be located at 116 East 169th street.

Parents: Please note if you have school-age children you would consider sending to the Charter School and would like to be placed on our contact list.

Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Steve J. Co rs...n Z.	[redacted]	[redacted]	—
2.) OWEN H. WILLIAMS JR	[redacted]	[redacted]	0
3.) VERONICA WILLIAMS	[redacted]	[redacted]	0
4.) [illegible]	[redacted]	[redacted]	Yes (1)
5.) Barbara Mitchell	[redacted]	[redacted]	1
6.) A. Avril Turner	[redacted]	[redacted]	2
7.) [illegible]	[redacted]	[redacted]	2
8.) [illegible]	[redacted]	[redacted]	7 / 12 / 16
9.) Claudett R. Allen	[redacted]	[redacted]	7 / 13
10.) Prudence Chase	[redacted]	[redacted]	Yes
11.) [illegible]	[redacted]	[redacted]	—
12.) Janet Arnold	[redacted]	[redacted]	yes 1
13.) Laurea Vincent	[redacted]	[redacted]	Yes
14.) Doreen Spence	[redacted]	[redacted]	Yes (1)
15.) Sharyn Phillip	[redacted]	[redacted]	yes 13
16.) [illegible]	[redacted]	[redacted]	1
17.) [illegible]	[redacted]	—	2
18.) Marcus St. Lou	[redacted]	[redacted]	y 2
19.) Alberta Hunte	[redacted]	[redacted]	0
20.) Beverly Williams	[redacted]	[redacted]	0
21.) Ella Herreatt	[redacted]	[redacted]	0
22.) Ornella Vassell	[redacted]	[redacted]	0
23.) Oniel Vassell	[redacted]	[redacted]	4
24.) Paul Smith	[redacted]	[redacted]	0
25.) M Nicholas	[redacted]	[redacted]	2

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Joan Ward	[redacted]	[redacted]	2
2.) DeDe Harris	[redacted]	[redacted]	1
3.) Paulette Boyce	[redacted]	[redacted]	2
4.) Hayden	[redacted]	[redacted]	0
5.) Nancy Hosford	[redacted]	[redacted]	3
6.) Eloza Burrows	[redacted]	[redacted]	2
7.) Sonia Tonge	[redacted]	[redacted]	1
8.) Velda Francis-Myers	[redacted]	[redacted]	1
9.) [redacted]	[redacted]		0
10.) Hazel Hosang	[redacted]		0
11.) [redacted]	[redacted]	[redacted]	3
12.) Rosalie Sander	[redacted]	[redacted]	2
13.) Barbara Johnson	[redacted]	[redacted]	1
14.) Orielle Harris	[redacted]	[redacted]	2
15.) Samantha Tonge	[redacted]	[redacted]	1
16.) Shadae Dalhouse		[redacted]	
17.) Isabel Dalhouse			
18.) Dadica Harrigan	[redacted]	—	—
19.) P. Middleton	[redacted]		
20.) CHARLES HARRIS			
21.) ROGER PRINGLE			
22.) Olive Sam			
23.) Esther Nurse	[redacted]	[redacted]	(Y) 2
24.) Carmen Kerr	[redacted]	[redacted]	
25.) Eric Lawrence	[redacted]	[redacted]	

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Jamahdeen Nelson	[redacted]	[redacted]	2
2.) Albert Jenkins	[redacted]	[redacted]	1
3.) Eugene Kennedy	[redacted]	[redacted]	1
4.) Evelyn McIntosh	[redacted]	[redacted]	3
5.) Marcia K. Mack	[redacted]	[redacted]	0
6.) Michelle Duncan	[redacted]	[redacted]	0
7.) Sonia Dobson	[redacted]	[redacted]	0
8.) Winston Hosang	[redacted]		3
9.) Pearlie Martin	[redacted]	[redacted]	0
10.) Joyce McDo	[redacted]	[redacted]	0
11.) Lydia Hend	[redacted]	[redacted]	[redacted]
12.) Carline Green	[redacted]	[redacted]	3
13.) V. McGhee	[redacted]	[redacted]	
14.) A. McDuc	[redacted]	[redacted]	
15.) D. James	[redacted]	[redacted]	0
16.) T. Harcel	[redacted]	[redacted]	
17.) C White	[redacted]	[redacted]	
18.) Daisy Philp	[redacted]	[redacted]	
19.) Eunice Raymond	[redacted]	[redacted]	3
20.) Jaclean Barnes	[redacted]	[redacted]	
21.) Gwen. Bowles	[redacted]	[redacted]	
22.) Donald Sons	[redacted]	[redacted]	
23.) Ellgenne B. Jo	[redacted]	[redacted]	
24.) Iris Anderson	[redacted]	[redacted]	
25.) Mary welch	[redacted]	[redacted]	

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Sharlene Smith-Parker	[redacted]	[redacted]	N/O
2.) Winifred James	[redacted]	[redacted]	Grown
3.) Irene Smith	[redacted]	[redacted]	I. Smith
4.) Sylvia Ellis	[redacted]	[redacted]	S Ellis
5.) Dallas Brady	[redacted]	[redacted]	1
6.) Gladstone Johnson	[redacted]	[redacted]	2
7.) Gail Mitchell	[redacted]	[redacted]	1
8.) Willrose Gayle	[redacted]	[redacted]	2
9.) Cynthia Gayle	" "	" "	0
10.) Michelle Gayle	" "	" "	0
11.) Sandra Gibson	" "	" "	#0
12.) Collis Glasgow	" "	" "	0
13.) Loretta Berdick	[redacted]	[redacted]	4
14.) Roslyn Thomas	[redacted]	[redacted]	2
15.) D. Darnell Stephens	[redacted]	[redacted]	0
16.) [redacted]	[redacted]	[redacted]	2
17.) [redacted]	[redacted]	[redacted]	H
18.) P Powell	[redacted]	[redacted]	2
19.) M. Hinds	[redacted]	[redacted]	2
20.) J. Scott	[redacted]	[redacted]	0
21.) J. Brown	[redacted]	[redacted]	0
22.) Samuel Powell	[redacted]	[redacted]	4
23.) Mavis Garrick	[redacted]	[redacted]	0
24.) Evelyn Ayo	[redacted]	[redacted]	0
25.) Joseph Ennis	[redacted]	[redacted]	1

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Bicely Brathwaite	[redacted]	[redacted]	1
2.) Horace Gordon	[redacted]	—	7
3.) Trevaughn Thomas	[redacted]	[redacted]	1
4.) Muriel J. Morgan	[redacted]	[redacted]	1
5.) Walton Taylor	[redacted]	[redacted]	2
6.) Syrissa Gordon	[redacted]	[redacted]	1
7.) Stanley Gordon	[redacted]	[redacted]	0
8.) Sophia Beckford	[redacted]	[redacted]	Na
9.) M. Beckford	[redacted]	[redacted]	2
10.) H Scott	[redacted]	[redacted]	2
11.) E Iyke	[redacted]	[redacted]	2
12.) Ada Pickering	[redacted]	[redacted]	05-99
13.) L. Chamel	[redacted]	[redacted]	2
14.) D Jones	[redacted]	[redacted]	0
15.) V Wells	[redacted]	[redacted]	0
16.) [redacted]	[redacted]	[redacted]	3
17.) H Spence	[redacted]	[redacted]	2
18.) Oma Strachan	[redacted]	[redacted]	2
19.) Patricia Thomas	[redacted]	[redacted]	3
20.) Steve Francis	[redacted]	[redacted]	2
21.) [redacted]	[redacted]	[redacted]	0
22.) A Marshall	[redacted]	[redacted]	
23.) Doreen Glenn	[redacted]	[redacted]	0
24.) Margaret Brown	[redacted]	[redacted]	3
25.) Sheryl Simpson	[redacted]	[redacted]	1

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) L. Matthews	[redacted]		N/A
2.) Rosalind Bobbie			1
3.) Irene James	[redacted]		2
4.) Rosemary Cain	[redacted]		1
5.) Grace Purvis	[redacted]		0
6.) Nigel Smith	[redacted]		0
7.) ESTHER O. AYO	[redacted]		N/A
8.) Kalene Magoon	[redacted]	[redacted]	N/A
9.) MICHELLE WARNER	[redacted] NY		N/A
10.) SHONDEL SAMUEL	[redacted] NY		N/A
11.) CRAIG SAMUEL	" "	" "	N/A
12.) SHAUN [redacted]	[redacted] NY [redacted]		3
13.) JACINTH LAWRENCE	[redacted] NY [redacted]		N/A
14.) Omniel H. STephens	[redacted] N.Y. [redacted]		1
15.) Cheryl G.A. STephens	" " "	" " "	"
16.) Andrea C STephens	" " "	" " "	0
17.) Carolyn Scott	[redacted]		2
18.) Harold Scott	[redacted]		2
19.) Celia Eugene	[redacted]		0
20.) [redacted]	[redacted]		1
21.) [redacted]	[redacted]		2
22.) Bernard White	[redacted]		0
23.) Christopher Bonner	[redacted]		N/A
24.) [redacted]	[redacted]		2
25.) [redacted]	[redacted]		N/A

REDACTED

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Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Grace Tinglin	[redacted]		0
2.) Vincent Crawford	[redacted]		0
3.) Myer Brown	[redacted]		4
4.) Thurley Chase	[redacted]	[redacted]	1
5.) Grethel Burton	[redacted]		2
6.) Tamara Ruddoff	[redacted]		2
7.) Michael Kroffrey	[redacted]		2
8.) Walter Gilliard	[redacted]		0
9.) DAVID R HOOMS	[redacted]		0
10.) Coleen Beard	[redacted]		—
11.) Collis Glascow	[redacted]		2
12.) Erica Lightfoot	[redacted]		3
13.) Marlene Guthrie	[redacted]		1
14.) Mayfield Noel Campbell	[redacted]		0
15.) Margaret Miller	[redacted]		0
16.) Sylvia Baker	[redacted]		2
17.) Yamaira Gordon	[redacted]		6
18.) Charles Pearce	[redacted]		0
19.) SONIA ROUTH WILLIAMS	[redacted]		0
20.) David Smith	[redacted]		0
21.) Daveen Gordon	[redacted]		2
22.) BEVERLEY MOYING	[redacted]	[redacted]	1
23.) SALOMAR ALVERIO	[redacted]		2
24.) Ramon Duncan			1
25.) Pamella Stephens	[redacted]	[redacted]	1

REDACTED

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	Name	Address	Phone	Parent (Y/N) # of School Age Children
1.)	[redacted]	[redacted]	[redacted]	?
2.)	[redacted]	[redacted]	[redacted]	1
3.)	[redacted]	[redacted]	[redacted]	2
4.)	[redacted]	[redacted]	[redacted]	3
5.)	[redacted]	[redacted]	[redacted]	1
6.)	[redacted]	[redacted]	[redacted]	3
7.)	[redacted]	[redacted]	[redacted]	2
8.)	[redacted]	[redacted]	[redacted]	0
9.)	[redacted]	[redacted]	[redacted]	—
10.)	[redacted]	[redacted]	[redacted]	—
11.)				
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24.)				
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AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

	NAME	ADDRESS	TEL. #	# of Schoc Age Childrer
1	Mary Williams	[redacted]		04-
2	Edward Williams	[redacted]		
3	Donna Young	[redacted]		
4	Vincent Williams	[redacted]		N4.
5	Grace Molen	[redacted]		
6	Leslie Molen	[redacted]		
7	Doris Green	[redacted]		
8	Stacy Mason	[redacted]		
9	Evelyn Jones	[redacted]		
10	Shannel Green	[redacted]		
11	C. J. Lepus	[redacted]		
12	Karen Green	[redacted]		
13				
14				
15				
16				

REDACTED

.IS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Tyhessia Blanchard	[redacted]	[redacted]	1-8
2	[redacted]	[redacted]	[redacted]	52
3	Hermiona Acevedo	[redacted]	[redacted]	1095
4	REDENIA F. BROWN	[redacted]	[redacted]	44 2-6yr.
5	LOUIS ALVAREZ	[redacted]	[redacted]	2
6	Robert Centeno Justin Cen	[redacted]	[redacted]	2
7	Rabbat Ann	[redacted]	[redacted]	5
8	[redacted]	[redacted]	[redacted]	1=13
9	Dave Vote	[redacted]	[redacted]	
10	Lynette Kadge	[redacted]	[redacted]	
11	Lorena Myon-Coley	[redacted]	[redacted]	84 2-10y
12	Jacqueline Jeffrey	[redacted]	[redacted]	17xe
13	Catharine Gray	[redacted]	[redacted]	
14	Desiree [redacted]	[redacted]	[redacted]	
15	Francisco La Roc	[redacted]	[redacted]	
16	Lesbia Jimenez	[redacted]	[redacted]	1 8

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Ana Mejia	[redacted]	[redacted]	1-5yrs
2	Petronila Victorino	[redacted]	[redacted]	1-5yrs
3	R. Ramadhin	[redacted]	[redacted]	2 8-10y
4	Jasper Hanson	[redacted]	[redacted]	14 year
5	Imogena	[redacted]	[redacted]	
6	Olukemi Ajayi	[redacted]	[redacted]	2yrs
7	Olive Simon	[redacted]	[redacted]	
8	Patricia Talisfor	[redacted]	[redacted]	
9	Angela Sanchez	[redacted]	[redacted]	
10	Vida Martinez	[redacted]		
11	MARIA QUINO	[redacted]	[redacted]	8 yrs
12	Maria Reyes	[redacted]	[redacted]	3 year
13	Oscar Negron	[redacted]	—	3 year
14	JUAN	[redacted]	—	NO
15	SANDRA P.	[redacted]	—	2 5 1/2
16	ELIZA MUNIZ	[redacted]	—	2 1/2

[redacted]

2-3-12

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Gloria Long	[redacted]	[redacted]	—
2	Rose Ketcham	[redacted]	[redacted]	3
3	Sylvia E. Jones	[redacted]	[redacted]	4
4	Mrs. Ashley	[redacted]	[redacted]	1
5	Julian Dancy Floyd Carter	[redacted]	[redacted]	
6	Floyd J Carter	[redacted]	[redacted]	2
7	Willie Jackson	[redacted]	[redacted]	4
8	Willium Wooten	[redacted]	[redacted]	—
9	Nathaniel James Nathaniel James	[redacted]	[redacted]	
10	[redacted]	[redacted]	[redacted]	
11	Celia Williams	[redacted]	—	
12	Mrs Carrie Brown	[redacted]	[redacted]	—
13	Bettie Sweene	[redacted]	[redacted]	
14	Esther Cook	[redacted]	[redacted]	
15	Melody Hall	[redacted]	[redacted]	1
16	Vera L. Blackwell	[redacted]	[redacted]	1

REDACTED

Charter School

We, the undersigned, are in support of a charter school in our community. We believe that our community needs new educational options in its public schools and that the charter school will provide parents and students with the choice they deserve. I endorse the proposed charter school to be located at 116 East 169th street.

Parents: Please note if you have school-age children you would consider sending to the Charter School and would like to be placed on our contact list.

Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) [redacted]	[redacted]	[redacted]	[redacted]
2.) [redacted]	[redacted]	[redacted]	3
3.) [redacted]	[redacted]	[redacted]	4
4.) [redacted]	[redacted]	[redacted]	5
5.) [redacted]	[redacted]	[redacted]	6
6.) [redacted]	[redacted]	[redacted]	0
7.) [redacted]	[redacted]	[redacted]	1
8.) [redacted]	[redacted]	[redacted]	1
9.) [redacted]	[redacted]	[redacted]	2
10.) [redacted]	[redacted]	[redacted]	3
11.) [redacted]	[redacted]	[redacted]	3
12.) [redacted]	[redacted]	[redacted]	4
13.) [redacted]	[redacted]	[redacted]	4
14.) [redacted]	[redacted]	[redacted]	0
15.) [redacted]	[redacted]	[redacted]	3
16.) [redacted]	[redacted]	[redacted]	2
17.) [redacted]	[redacted]	[redacted]	1
18.) [redacted]	[redacted]	[redacted]	1
19.) [redacted]	[redacted]	[redacted]	3
20.) [redacted]	[redacted]	[redacted]	4
21.) [redacted]	[redacted]	[redacted]	5
22.) [redacted]	[redacted]	[redacted]	0
23.) [redacted]	[redacted]	[redacted]	8
24.) [redacted]	[redacted]	[redacted]	2
25.) [redacted]	[redacted]	[redacted]	3

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

338

	NAME	ADDRESS	TEL. #	# of School Age Children
1	ETHEL McNEAL -	[redacted]		- 0
2	Nichelle Goodwin -	[redacted]		- 1
3	DARLENE KENNEDY -	[redacted]		1
4	Vickie Matheny -	[redacted]		- 2
5	Myra McNeal	[redacted]		
6	Helen marin	[redacted]		
7	Eugenie Fleming	[redacted]	New York	1
8	HENRY CRUZ	[redacted]		2
9	VALERIE JENKINS	[redacted]		
10	JENNIFER GREENAWAY	[redacted]		1
11	DARLENE WEEKES	[redacted]		
12	MICHAEL	[redacted]		
13	[illegible]	[redacted]		
14	Chantel Thomas	[redacted]		
15	Lisa Williams	[redacted]		
16	Vanessa DeCosta	[redacted]		

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

339
# of Schoc

	NAME	ADDRESS	TEL. #	Age Childrer
1	Maria Gracia	[redacted]	[redacted]	2
2	Ruth G Mathew	[redacted]		2
3	Jessie Young	[redacted]		2
4	Rosa [redacted]	[redacted]		4
5	Raishawn [redacted]	[redacted]		2
6	Jashaun Mcfarlane	[redacted]		1
7	Andre Carby	[redacted]		2
8	[redacted]	[redacted]		5
9	[redacted]	[redacted]		3
10	Vargas McCam	[redacted]		
11	[redacted]	[redacted]		(X3)
12	[redacted]	[redacted]		C
13	Maria Vazquez	[redacted]		
14	Latashia Moody	[redacted]		3
15	[redacted]	[redacted]		
16	Ann Houston	[redacted]		

23-16

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

340

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Maria Martinez	[redacted]	[redacted]	
2	Olga Sletten	[redacted]		
3	Mary Williams	[redacted]		
4	Betty Smith	[redacted]		
5	Carmen Gallardo 114	[redacted]		2
6	Gloria Anderson	[redacted]		1
7	Margo Owens	[redacted]		3
8	Louise Milder	[redacted]		0
9	Lydia James	[redacted]		3
10	Debra MANNING	[redacted]		2
11	Brenda Stewart	[redacted]		0
12	Mabel Pippen	[redacted]		1
13	Carmen Tavarez	[redacted]		2
14	Esmeralda Lopez	[redacted]		2
15	Barbara Lewis	[redacted]		2
16	Barbara Girdley	[redacted]		N.Y.

23-17

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

341

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Arlene Woodson	[redacted]	[redacted]	2
2	Jeanette Cuascut	[redacted]	[redacted]	4
3	Nicole Charles	[redacted]	[redacted]	3
4	Keith Smalls	[redacted]	[redacted]	0
5	MICHAEL OSEI	[redacted]	[redacted]	0
6	Diane Battle	[redacted]	[redacted]	1
7	Estella DeJesus	[redacted]	[redacted]	1
8	Deretta Williams	[redacted]	[redacted]	1
9	Louise Talley	[redacted]	[redacted]	1
10	Angel Rivera	[redacted]	[redacted]	2
11	Venus Williams	[redacted]	[redacted]	1
12	Dora León	[redacted]	[redacted]	0
13	El Yisrael	[redacted]	[redacted]	0
14	Nicole Lyons	[redacted]	[redacted]	1
15	Maryann Perez	[redacted]	[redacted]	1
16	Leon Carter	[redacted]	[redacted]	5

23-18

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPROVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

342

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Gloria Alvarado	[redacted]	[redacted]	
2	Rosaline Iwuagwu	[redacted]	[redacted]	2
3	Joan Alvarado	[redacted]	[redacted]	2
4	Eric Santiago	[redacted]	[redacted]	1
5	Belinda Glymph	[redacted]	[redacted]	2
6	Bobby Edwards	[redacted]	[redacted]	2
7	Rose Laurence	[redacted]	[redacted]	0
	Jim Cottrell	[redacted]	[redacted]	0
9	June Atkinson	[redacted]	[redacted]	2
10	Mylee Bra[illegible]	[redacted]	[redacted]	
11	[illegible]	[redacted]	[redacted]	1
12	[illegible]	[redacted]	[redacted]	
13	JUAN SANCHEZ	[redacted]	[redacted]	
14	Treymane Bunche	[redacted]	[redacted]	0
15	Sean Stone	[redacted]	[redacted]	0
	Steven Silva	[redacted]	[redacted]	2

23-19

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPROVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

343

	NAME	ADDRESS	TEL. #	# of Sch Age Childr
1	Shavon Soloman	[redacted]	[redacted]	2
2	Samantha Davis	[redacted]	[redacted]	1
3	Annebell Mills	[redacted]	[redacted]	1
4	B	[redacted]	[redacted]	1
5	Smith	[redacted]	[redacted]	
6	J. Reyes	[redacted]	[redacted]	
7	M. Moder	[redacted]	[redacted]	
8	Andrea Hunter	[redacted]	[redacted]	0
9	Hunter	[redacted]	[redacted]	0
10	Marcum	[redacted]	[redacted]	3
11	Ms S. Wallace	[redacted]	[redacted]	0
12	M Gomez	[redacted]	[redacted]	3
13	Gloria Rivera	[redacted]	[redacted]	2
14	Patricia Edwards	[redacted]	[redacted]	1
15	Marilyn Brown	[redacted]	[redacted]	2
	Yolanda Shadwick	[redacted]	[redacted]	0

23-20

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

344
# of School Age Children

	NAME	ADDRESS	TEL. #	
1	Tamara Archer	[redacted]		0
2	Pamela Gary	[redacted]		0
3	[redacted]	[redacted]		2
4	Dorothy Gary	[redacted]		0
5	[redacted]	[redacted]		2
6	Rhoda Thorne	[redacted]		0
7	BENJAMIN STEWARD	[redacted]		0
8	Virginia Parker	[redacted]		0
9	Anita Reuben	[redacted]		3
10	SHAKIRA ALI	[redacted]		2
11	DARNEY GARRETT	[redacted]		0
12	Susan Martinez	[redacted]		0
13	Hopeline Hardy	[redacted]		0
14	BARBARA DAVIS	[redacted]		0
15	Nancy Mathis	[redacted]	—	0
16	Sheila Williams	[redacted]		1

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

345

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Danielle McFarland	[redacted]	[redacted]	0
2	Janet M. Gethers	[redacted]	[redacted]	0
3	Margie Epps	[redacted]	[redacted]	
4	Newton Pree	[redacted]	[redacted]	0
5	Billy Flowers	[redacted]	[redacted]	0
6	Norma Scales	[redacted]	[redacted]	0
7	Mary Flowers	[redacted]	[redacted]	0
8	Ruben Ruffin	[redacted]	[redacted]	0
9	Sarah Rutledge	[redacted]	[redacted]	1
10	Evelyn Ferguson	[redacted]	[redacted]	0
11	Gwendolyn Allen	[redacted]	[redacted]	3
12	Peggy Powell	[redacted]	[redacted]	1
13	Kimberly Lyons	[redacted]	[redacted]	0
14	Melika Clarke	[redacted]	[redacted]	1
15	Juanita Pressley	[redacted]	[redacted]	0
16	Louis N. Scott	[redacted]	[redacted]	0

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

346

	NAME	ADDRESS	TEL. #	# of School Age Children
1	LINDA LAWYER	[redacted]	[redacted]	1
2	Nanette Greye	[redacted]	[redacted]	0
3	Lula Benjamin	[redacted]	[redacted]	0
4	Vanessa Howard	[redacted]	[redacted]	1
5	Yaw Boateng	[redacted]	[redacted]	0
6	Isolyn White	[redacted]	[redacted]	
7	Dorothy Stinson	[redacted]	[redacted]	1
	Mertina Price	[redacted]	[redacted]	1
9	Shaimene Pinder	[redacted]	[redacted]	1
10	LAURA WALCOTT	[redacted]	[redacted]	2
11	DARRICK WALCOTT	[redacted]	[redacted]	2
12	Patrice Veal	[redacted]	[redacted]	0
13	Anna Coggins	[redacted]	[redacted]	
14	Delilah Blanchard	[redacted]	[redacted]	0
15	Thomas White	[redacted]	[redacted]	2
16				

23-23

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

347

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Michelle Johnson	[redacted]	[redacted]	1
2	Shana Todd	[redacted]	[redacted]	
3	Joyce V. Kane	[redacted]	[redacted]	—
4	Frances Lippett	[redacted]	[redacted]	—
5	Hilda M. Brown	[redacted]	[redacted]	2
6	FLORA DOLDSTON	[redacted]	[redacted]	2
7	Ethel Sorrell	[redacted]	[redacted]	
8	Sheila Alexander	[redacted]	[redacted]	2
9	Joan Brown	[redacted]	[redacted]	
10	Yvette Hayes	[redacted]	[redacted]	1
11	LAVENIA JAMES	[redacted]	[redacted]	
12	[redacted]	[redacted]	[redacted]	1
13	Annie Moore	[redacted]	[redacted]	
14	Jacqueline Battle	[redacted]	[redacted]	
15	Marcella Harden	[redacted]	[redacted]	1
16	Vincent Wright	[redacted]	[redacted]	

23-24

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

343

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Carrie Phinizy	[redacted]	[redacted]	13
2	Geraldine Artis	[redacted]	[redacted]	1
3	Doris Wilson	[redacted]	[redacted]	1
4	Harold Dell	[redacted]	[redacted]	
5	Audrey Washington	[redacted]	[redacted]	0
6	Sonia Martin	[redacted]	[redacted]	1
7	Genevieve Browne	[redacted]	[redacted]	0
8	Joe Jenkins	[redacted]	[redacted]	1
9	Charlotte Speights	[redacted]	[redacted]	
10	Allen Harvey	[redacted]	[redacted]	0
11	[illegible]	[redacted]	[redacted]	
12	Dorothy Gaulden	[redacted]	[redacted]	2
13	Juanita Bowers	[redacted]	[redacted]	
14	Retha Gordon	[redacted]	[redacted]	
15	Ernestine Brown	[redacted]	[redacted]	
16	[illegible]	[redacted]	[redacted]	

REDACTED

IS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED
:DUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH
;TREET WOULD OFFER.

349
# of School Age Children

	NAME	ADDRESS	TEL. #	# of School Age Children
	Mayomia P. Carroll	[redacted]		(2) ages 11 & 14
2	LaKisha Lorenzo	[redacted]		(3) 8, 7, 7
3	FloraMoldston	[redacted]		
4	Antmia Aviles	[redacted]		
5	MARIA L. SANCHEZ	[redacted]		
6	Mr James Anderson	[redacted]		(2) 25-28
7	mary	[redacted]		
8	mr+mrs melvin moody	[redacted]		
9	mr+mrs Henry Torbert	[redacted]		
10	Rosemary Monte Snowden	[redacted]		12yr
11	D Alvin Phillips	[redacted]		
12	Shanaz Zomorodian	[redacted]		
13	JE BUCKMAN	[redacted]		G
14	JN BUCKMAN	[redacted]		O
15	Mary E Fredd	[redacted]		
16	LAVENIA JAMISON	[redacted]		

23-26

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

350
# of Schoo

	NAME	ADDRESS	TEL. #	Age Children
1	Virginia Williams	[redacted]	[redacted]	
2	Pugh Hunter	[redacted]	[redacted]	
3	Mary C Resham	[redacted]	[redacted]	
4	Tyrone Hunter	[redacted]	[redacted]	
5	Yvonne Barksdale	[redacted]	[redacted]	
6	Audrey McDonald	[redacted]	[redacted]	
7	Fr Inez Black	[redacted]		
8	Elizabeth Stokes	[redacted]		
9	Ruby Moore	[redacted]		
10	Annette Pierce	[redacted]		
11	Nehemiah Campbell	[redacted]		
12	LORENA DELL	[redacted]		
13	Harold Dell	[redacted]		
14	Victoria O'Kam	[redacted]		
15	ASTARE PRICE			
16	EMMIAN Tompson			

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

351

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Shirley White	[redacted]	[redacted]	
2	David James		[redacted]	1
3	Andrea Grum	[redacted]	[redacted]	(9,2)
4	William Ellis	[redacted]	[redacted]	1
5	OCTAVIA JAMES		[redacted]	
6	Shawnette Johnson	[redacted]	[redacted]	(2)
7	Judy Fequeso	[redacted]		(2)
8	LIANA CASTRO	[redacted]	[redacted]	(1)
9	MARY GUZMAN	[redacted]	[redacted]	(1
10	Edwin Rodriguez	[redacted]	[redacted]	(2
11	Ricardo Serrano	[redacted]	[redacted]	3
12	Aisleyda Frias	[redacted]		
13	Estheliyn Frias	"	same adres	
14	Katherine Frias	"	[redacted]	
15	Ashly Frias	"	[redacted]	
16	Yordi Cortes	"		

23-28

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

352
# of Scho

	NAME	ADDRESS	TEL. #	Age Childre
1	Alise J. Hannah	[redacted]	[redacted]	0
2	Lamar Dell	[redacted]	[redacted]	0
3	Comfort Amoh	[redacted]	[redacted]	3
4	Thomas Felder	[redacted]	[redacted]	1
5	Ofrenia Solomon	[redacted]	[redacted]	[illegible]
6	Virginia Price	[redacted]	[redacted]	[illegible]
7	Shirley Cameron	[redacted]	[redacted]	0
8	Ernestine Scott	[redacted]	[redacted]	
9	Jerome Howard	[redacted]	[redacted]	[illegible]
10	Florence Blanchard	[redacted]	[redacted]	1
11	Tyrone McElroy	[redacted]	[redacted]	
12	Vivienne Rickett	[redacted]	[redacted]	
13	Dorothy Tyler	[redacted]	[redacted]	3
14	Dorothy Zemmelman	[redacted]	[redacted]	0
15	Edie Mann	[redacted]	[redacted]	0
16	Edie Anderson	[redacted]	[redacted]	0

23-29

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

353

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Sabrina Graham	[redacted]		
2	Janie M. Tugger	[redacted]		
3	Robert Tugger	[redacted]		14 m
4	Lychelle Hill	[redacted]		13 f 9 m
5	Akisha Thompson	[redacted]		
6	Tanika West	[redacted]		9
7	Anna Gist	[redacted]		
	Raven	[redacted]		
9	Angela	[redacted]		
10	Bertha Clark	[redacted]		
11	Rebecca Grooms	[redacted]		
12	Delores Grooms	[redacted]		
13	Diane Grooms	[redacted]		
14	Azalee Wilson	[redacted]		11yr
15	Alene Wilson	[redacted]		
16	Cornell Cobbs	[redacted]		

23-30

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

354

	NAME	ADDRESS	TEL. #	# of School Age Childre
1	Mrs Janet Farr	[redacted]	[redacted]	0
2	Ms Sabrina Farr	[redacted]	[redacted]	2
3	LAVielle Carse	[redacted]	[redacted]	3
4	Tanesha Concepcion	[redacted]	[redacted]	3
5	Cheryl Vad	[redacted]	[redacted]	1
6	V. Thornton	[redacted]	[redacted]	3
7	Miguel Franco	[redacted]	[redacted]	1
8	Dotta Smith	[redacted]	[redacted]	1
9	Michael Green	[redacted]	[redacted]	1
10	Colon Pena	[redacted]	[redacted]	1
11	Jerome Sanders	[redacted]		0
12	Cecil Edwards	[redacted]		0
13	Clement Watson	[redacted]	[redacted]	0
14	Pedro Gutierrez	[redacted]		
15	Ms. Patsee Brant	[redacted]	[redacted]	1
16	Regina Jarvis	[redacted]	[redacted]	1

23-31

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

355

NAME	ADDRESS	TEL. #	# of School Age Children
1 Mrs Shirley Dorsey	[redacted]	[redacted] NY	
2 Mrs. E Shirley Thomas	[redacted]	[redacted] NY	
3 Lawrence Jones	[redacted]	[redacted] NY	
4 Judith Quintana	[redacted]	[redacted] NY	2
5 Patricia Rogers	[redacted]	[redacted] NY	
6 Deloris Thomas	[redacted]	[redacted] NY	2
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

356

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Cathy Carpenter	[redacted]	[redacted]	
2	Paulette Byrd	[redacted]		
3	Gloria Brown	[redacted]		
4	Wilma Middleton	[redacted]		7-16
5	Mary McElroy	[redacted]		
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

357

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Grace Sloan	[redacted]		
2	Cheryl Barron	[redacted]		1
3	Sandra Barker-Dodd	[redacted]		3
4	Gwendolyn Cooper	[redacted]		
5	Valerie Booker	[redacted]		(2)
6	Dorothy Graves	[redacted]		
7	Gloria Long	[redacted]		
	Arleta Wood	[redacted]		
9	Katrena K.	[redacted]		2
10	Edward Davis	[redacted]		
11	Marcia D. Rumeau	[redacted]		
12	DONNA A. MODESTE	[redacted]		2
13	Pat Davis	[redacted]		0
14	CHARSIE TAYLOR	[redacted]		
15				

REDACTED

23-34

1 of 1

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

358

	NAME	ADDRESS	TEL. #	# of School Age Childrer
1	SHARON C. HIMMIEL	[redacted]		
2	[illegible]	[redacted]		
3	Claibel Perez	[redacted]		
4	Samuel Guillen	[redacted]		
5	Ana Hernandez	[redacted]		
6	Willie Mae White	[redacted]		
7	L. FRANCIS	[redacted]		
8	[illegible]	[redacted]		
9	Lisa White	[redacted]		
10	Rene Amor	[redacted]		
11	Maria Perez	[redacted]		
12	Maria Berrios	[redacted]		
13				
14				
15				
16				

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

359

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Woodine Harris	[redacted]	[redacted]	3
2	Jeanette Engles	[redacted]	[redacted]	
3	Willie Mae Johnson	[redacted]	[redacted]	6
4	Harold Russell	[redacted]	[redacted]	
5	Bonnie Neal	[redacted]	[redacted]	
6	DORIS HOWARD	[redacted]	[redacted]	0
7	Beverly Patterson	[redacted]	[redacted]	0
8	Jeannette Burkman	[redacted]	[redacted]	6
9	Chris Johnson	[redacted]	[redacted]	
10				
11				
12				
13				
14				
15				
16				

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPROVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

360

	NAME	ADDRESS	TEL. #	# of School Age Children
1	KENNETH WILSON	[redacted]	[redacted]	0
2	Maudie Shaw	[redacted]	[redacted]	0
3	Shirley Thornton	[redacted]	[redacted]	0
4	Merle Smith	[redacted]	[redacted]	1
5	DARRYL CARATHERS	[redacted]	[redacted]	2
6	Dyson, Nia	[redacted]	[redacted]	3
7	Reginald Moye	[redacted]	[redacted]	2
	Tracey Flood	[redacted]	[redacted]	1
9				
10				
11				
12				
13				
14				
15				

23 - 37 REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

cc 361

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Gloria Tucker	[redacted]	[redacted]	[redacted]
2	Juan Rodriguez	[redacted]	[redacted]	#5 Children
3	Inell Kenney	[redacted]	[redacted]	#2
4	Wendy Silverman	[redacted]	[redacted]	[redacted]
5	Deborah Willer	[redacted]	[redacted]	[redacted]
6	Victor Reuben	[redacted]	[redacted]	
7	Leonard Hine	[redacted]	[redacted]	
8	James Jenkins	[redacted]	[redacted]	
9	Florence Somerset	[redacted]	[redacted]	
10	Yolanda Gallagher	[redacted]		
11	Doris Forbes	[redacted]		
12	Letitsha Davis	[redacted]		
13	Adeline Miller	[redacted]		
14	Mrs Estelle Morgan	[redacted]		
15	Theresa Walters	[redacted]	[redacted]	
16	Karen Roberts	[redacted]	[redacted]	

23-38

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

362

	NAME	ADDRESS	TEL. #	# of School Age Children
1	ANA M [redacted]	[redacted]	[redacted]	
2	[redacted]	[redacted]	[redacted]	
3	[redacted]	[redacted]	[redacted]	1
4	[redacted]	[redacted]	[redacted]	
5	[redacted]	[redacted]	[redacted]	
6	[redacted]	[redacted]	[redacted]	
7	ROSALINA AMARGOS	[redacted]	[redacted]	
8	[redacted]	[redacted]	[redacted]	2
9	[redacted]	[redacted]	[redacted]	8
10	[redacted]	[redacted]	[redacted]	
11	[redacted]	[redacted]	N/A	3
12	[redacted]	[redacted]	[redacted]	4
13	[redacted]	[redacted]	[redacted]	
14	[redacted]	[redacted]	[redacted]	
15	[redacted]	[redacted]	[redacted]	5-
16	[redacted]	[redacted]	[redacted]	

23-39

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

363

	NAME	ADDRESS	TEL. #	# of Scho Age Childre
1	Michelle Watson	[redacted]	[redacted]	1
2	Ramona Ruiz	[redacted]		1
3	Lourdes Lore	[redacted]	[redacted]	3
4	Diana Trella	[redacted]	[redacted]	6
5	Maria Rivera	[redacted]		1
6	Inez Morales	[redacted]		2
7	Patricia Young	[redacted]		2
8	Min William Gutierrez	[redacted]		
9	Marco Rodriguez	[redacted]		
10	[redacted]	[redacted]		1
11	A. Bello	[redacted]		C
12	Silvia Pacheco	[redacted]		3
13	Dipola Juan	[redacted]		
14	MARY Ortiz	[redacted]		1
15	Dealy Rosa	[redacted]	[redacted]	2
16	[redacted]	[redacted]		

23-40

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

364

	NAME	ADDRESS	TEL. #	# of School Age Children
1	YVONNE DIXON	[redacted]		none
2	Geovanny Ramirez	[redacted]		ONE
3	Letitia Spear	[redacted]		on
4	Venise Hibbert	[redacted]		on
5	Juana Sanchez	[redacted]		one
6	Erica Ramos	[redacted]		one
7	Livia L. Harvin	[redacted]		none
8	Cecilia Cortes	[redacted]		none
9	Alicia Martinez	[redacted]		one
10	Cheryl Singletary	[redacted]		
11	Raysa Rodriguez	[redacted]		3
12	Celeste Richburg	[redacted]		2
13	Debra Williams	[redacted]		1
14	JoAnne Richburg	[redacted]		1
15	[illegible] Richburg	[redacted]		2
16				

23-41

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

365

NAME	ADDRESS	TEL. #	# of School Age Children
1 Dandy Rivera	[redacted]	[redacted]	15
2 Hixsa Cole	[redacted]	[redacted]	
3 [redacted]	[redacted]	[redacted]	
4 Nancy Martes	[redacted]	[redacted]	
5 Maria Melendez	[redacted]	[redacted]	
6 Jacqueline Melendez	[redacted]	[redacted]	
7 Amy Gonzalez	[redacted]	[redacted]	
8 Edrena Johnson	[redacted]	[redacted]	
9 Lakisha Johnson	[redacted]	[redacted]	
10 Mable Scott	[redacted]	[redacted]	12
11 Debbie Garner	[redacted]	[redacted]	17 + 11
12 Linette Sullivan	[redacted]	[redacted]	
13 Delores Williams	[redacted]	[redacted]	
14 Bobby Stanfield	[redacted]	[redacted]	
15 Miriam Santiago	[redacted]	[redacted]	

23-42

REDACTED

Charter School

We, the undersigned, are in support of a charter school in our community. We believe that our community needs new educational options in its public schools and that the charter school will provide parents and students with the choice they deserve. I endorse the proposed charter school to be located at 116 East 169th street.

Parents: Please note if you have school-age children you would consider sending to the Charter School and would like to be placed on our contact list.

Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Sarah Wilson	[redacted]	[redacted]	0
2.) David Lesser	[redacted]	[redacted]	1
3.) Naomi Jasmin	[redacted]	[redacted]	0
4.)			
5.)			
6.)			
7.)			
8.)			
9.)			
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25.)			

REDACTED

Charter School

We, the undersigned, are in support of a charter school in our community. We believe that our community needs new educational options in its public schools and that the charter school will provide parents and students with the choice they deserve. I endorse the proposed charter school to be located at 116 East 169th street.

Parents: Please note if you have school-age children you would consider sending to the Charter School and would like to be placed on our contact list.

Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Ethan Carter Jr.	[redacted]	[redacted]	1
2.) Jacqueline Kettrew	[redacted]	[redacted]	2
3.) Sheldon Reese	[redacted]	[redacted]	0
4.) Valarie Vasser	[redacted]	[redacted]	3
5.)			
6.)			
7.)			
8.)			
9.)			
10.)			
11.)			
12.)			
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21.)			
22.)			
23.)			
24.)			
25.)			

REDACTED

368

S A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED
UCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH
TREET WOULD OFFER.

	NAME	ADDRESS	TEL. #	# of School Age Children
	Leon Clark	[redacted]	[redacted]	
	Willie M. Barrow	[redacted]	[redacted]	
	MAE ANDERSON	[redacted]	[redacted]	
	Rev Neil Lewis	[redacted]	[redacted]	
	Maria Castro	[redacted]	[redacted]	
	Linda Pedro	[redacted]	[redacted]	
	Bianca Castro	[redacted]	[redacted]	
8	Julian Santana	[redacted]	[redacted]	
9	Rosario Lopez	[redacted]		
10	Gail Core	[redacted]	[redacted]	
11	Willie McKeiver	[redacted]	[redacted]	
12	Minerva Melendez	[redacted]	[redacted]	
13	Lucille Wright	[redacted]	[redacted]	
14	Edelmira Torres	[redacted]		
15	Frances Brown	[redacted]	[redacted]	
	Gloria Taylor	[redacted]	[redacted]	

23-45

REDACTED

Charter School

We, the undersigned, are in support of a charter school in our community. We believe that our community needs new educational options in its public schools and that the charter school will provide parents and students with the choice they deserve. I endorse the proposed charter school to be located at 116 East 169th street.

Parents: Please note if you have school-age children you would consider sending to the Charter School and would like to be placed on our contact list.

Name	Address	Phone	Parent (Y/N) # of School Age Children
1.) Janet Carmich	[redacted]		
2.) Sylvia Hopkins	[redacted]		yes
3.) Marjorie McFarl	[redacted]		
4.) Ralph Johnson	[redacted]		
5.) Evelyn Foster	[redacted]		
6.) Lurrie Boyd	[redacted]		
7.) Ida Boyd	[redacted]		
8.) Meryl Clark	[redacted]		
9.) Brenda Flem	[redacted]	[redacted]	yes
10.) Samuel McDa	[redacted]	[redacted]	
11.) Averne Jack	[redacted]	[redacted]	
12.) F. Hall	[redacted]	[redacted]	
13.) T. Washington	[redacted]	[redacted]	
14.) L. Binger	[redacted]	[redacted]	
15.) ALEX Binger	[redacted]	[redacted]	
16.)			
17.)			
18.)			
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23.)			
24.)			
25.)			

23-46

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

370

	NAME	ADDRESS	TEL. #	# of School Age Children
1	GEORGE LAWSON	[redacted]	[redacted]	2
2	Vida Guzman	[redacted]	[redacted]	2
3	Deborah Lee	[redacted]	[redacted]	0
4	Jamilah Figueroa	[redacted]		0
5	Jeffrey Seabrooks	[redacted]	[redacted]	1
6	Joy Diaz	[redacted]	[redacted]	1
7	Erica Diaz	[redacted]	[redacted]	1
8	P. Daniels	[redacted]	Contact list	2
9	Raheem Jackson	[redacted]	[redacted]	0
10	Jonathan Sanchez	[redacted]	[redacted]	0
11	[illegible]	—	—	
12	James Johnson	—	[redacted]	0
13	Jacinta Wall	[redacted]	[redacted]	1
14	Catherine Petite	[redacted]		0
15	Deborah Shorter	[redacted]	[redacted]	1
16	Julian Phillips	[redacted]	[redacted]	

23-47

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

371

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Ray Robinson	[redacted]	[redacted]	0
2	Josie Grills	[redacted]	[redacted]	0
3	Ruth Lugay	[redacted]		0
4	Denise Foster	[redacted]		0
5	Lenie Jamison	[redacted]	[redacted]	0
6	Sarah Lewis	[redacted]		0
7	Leroy Wisdom	[redacted]		0
8	Velma Hyers	[redacted]		
9	Yvonne Thomas	[redacted]		
10	Edith Martin	[redacted]		
11	Myrtle Johnson	[redacted]		0
12	Maisie Lumley	[redacted]		0
13	Alfonso Huling	[redacted]		0
14	Lupe Rodgers	[redacted]		0
15	Barbara Hernon	[redacted]		
16	Viola L. Howell	[redacted]		

23-48

REDACTED

IS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED
EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH
STREET WOULD OFFER.

372

	NAME	ADDRESS	TEL. #	# of Scho Age Childre
1	Juanita Jones	[redacted]	[redacted]	0
2	Jannie E. Johns	[redacted]	[redacted]	0
3	Mildred Stroman	[redacted]	[redacted]	0
4	Eva Marshall	[redacted]	[redacted]	0
5	Bulena Young	[redacted]	[redacted]	C
6	Selma Hodges	[redacted]	[redacted]	C
7	Cecil Jones	[redacted]	[redacted]	C
8	Rena Oferdin	[redacted]	[redacted]	C
9	Margaret Lisbon	[redacted]	[redacted]	C
10	Gloria Cooley	[redacted]	[redacted]	0
11	[illegible]	[redacted]	[redacted]	C
12	[illegible]	[redacted]	[redacted]	C
13	[illegible]	[redacted]	[redacted]	C
14	Eddie Crosby	[redacted]	[redacted]	U
15	[illegible]	[redacted]	[redacted]	D
	[illegible]	[redacted]		1

23-49

REDACTED

IS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

UC 373

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Shirley Matthew	[redacted]	[redacted]	1
2	Mary Farley	[redacted]	[redacted]	1
3	Yvonne McCord	[redacted]	[redacted]	1
4	Jeanette Watt	[redacted]	[redacted]	0
5	Dan Jackson	[redacted]	[redacted]	0
6	Donald Moore	[redacted]		0
7	Evelyn F. Harris	[redacted]	[redacted]	1
8	Alice Mack	[redacted]	[redacted]	0
9	Darlene Thomas	[redacted]	[redacted]	0
10	Haven Thomas	[redacted]	[redacted]	0
11	Hester Dr. Hill	[redacted]	[redacted]	0
12	Mae Ella Reynolds	[redacted]	[redacted]	0
13	Mary Williams	[redacted]	[redacted]	0
14	Marie Odom	[redacted]		1
15	Elizabeth	[redacted]		1
	Mary J. Collier	[redacted]	[redacted]	0

23-50

REDACTED

09/09/2003 00:00 FAX 718 588 0633 WALKER MEMORIAL BAPTISTH 001

AS A RESIDENT OF THE COMMUNITY, I ENDORSE [illegible]
EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH
STREET WOULD OFFER.

01. 374

	NAME	ADDRESS	TEL. #	# of Schl Age Childr
1	Maxwell Russell	[redacted]	[redacted]	0
2	Sylvia Coleman	[redacted]	[redacted]	0
3	Ophelia Wooten	[redacted]	[redacted]	0
4	Hilda Bates	[redacted]	[redacted]	0
5	Daisy A. Raford	[redacted]	[redacted]	0
6	Kelly M. Johnson	[redacted]		1
7	Candice Jones	[redacted]		
	Angela E Randall	[redacted]		
9	Ada Switzler	[redacted]		
10	Nellie Hughes	[redacted]		
11	DORGNA COTTON	[redacted]		0
12	BILAL KHALIL	[redacted]		2
13	Marion J Walker	[redacted]		0
14	Patricia Fields	[redacted]		3
15	Sarah E Colvin	[redacted]		1
	Mary A Rose & Son	[redacted]		

23-51

REDACTED

IS A RESIDENT OF THE
EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH
STREET WOULD OFFER.

UC 375

	NAME	ADDRESS	TEL. #	# of Sch Age Childr
1	Alice Johnson	[redacted]	[redacted]	0
2	James A. Lee	[redacted]	[redacted]	0
3	Ernesta Grant	[redacted]	[redacted]	0
4	Hattie Price	[redacted]	[redacted]	1
5	Evan R. Wolcott	[redacted]	[redacted]	C
6	Rexie Lyons	[redacted]	[redacted]	1
7	Bertis Lyon	[redacted]	[redacted]	0
	Shanita Banks	[redacted]	[redacted]	
9	Amanda Blackwell	[redacted]	[redacted]	0
10	Elizabeth Goodwin	[redacted]	[redacted]	1
11	Rose Sibilo	[redacted]	[redacted]	C
12	Lillian Thomas	[redacted]	[redacted]	C
13	EDNA JOHNSON	[redacted]	[redacted]	C
14	Christopher Webb	[redacted]	[redacted]	
15	Phillis Davis	[redacted]	[redacted]	0
16	M. Meade	[redacted]	[redacted]	1

23-52

REDACTED

WALKER MEMORIAL BAPTISTH
1/09/2003 00:00 FAX 718 588 0633
001

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

Ct. 376

	NAME	ADDRESS	TEL. #	# of School Age Children
1	Andre Blackman	[redacted]	[redacted]	1
2	Celia Blackman	[redacted]	[redacted]	1
3	Ricardo Ferrera	[redacted]	[redacted]	1
4	William Betts	[redacted]	[redacted]	
5	Johnnie Mann	[redacted]	[redacted]	
6	Jessie Wright	[redacted]	[redacted]	
7	Louis A. Modeste	[redacted]	[redacted]	2
8	José De Leon	[redacted]	[redacted]	1
9	Glenda Dockard	[redacted]	[redacted]	
10	Hortense Eily	[redacted]	[redacted]	
11	Judith Archer	[redacted]	[redacted]	2
12				
13				
14				
15				
16				

23-53

REDACTED

AS A RESIDENT OF THE COMMUNITY, I ENDORSE THE IMPORVED EDUCATIONAL OPPORTUNITIES THAT A CHARTER SCHOOL AT 116 EAST 169TH STREET WOULD OFFER.

Ut. 377

	NAME	ADDRESS	TEL. #	# of School Age Children
1				
2	E Dell	[redacted]	[redacted]	0
3	Felicia Palmer	[redacted]	[redacted]	0
4	Noreen Heard	[redacted]	[redacted]	0
5	Ed Washington	[redacted]	[redacted]	0
6	Dawn Burgess	[redacted]	[redacted]	1
7	Barbara Singleton	[redacted]	[redacted]	1
8	Maria Vazque	[redacted]	[redacted]	4
9	Keith E. Johnson	[redacted]	[redacted]	1
10	[illegible]	[redacted]	[redacted]	0
11	Bernice Jackson	[redacted]	[redacted]	0
12				
13				
14				
15				
16				

REDACTED

COMMUNITY SUPPORT LETTERS

HELEN DIANE FOSTER
COUNCIL MEMBER, 16TH DISTRICT

• DISTRICT OFFICE
1377 JEROME AVENUE
BRONX, NY 10452
(718) 588-7500
FAX (718) 588-7700

• CITY HALL OFFICE
250 BROADWAY, ROOM 1770
NEW YORK, NY 10007
(212) 788-6856

fosterd@council.nyc.ny.us

THE COUNCIL
OF
THE CITY OF NEW YORK

COMMITTEES
AGING
EDUCATION
MENTAL HEALTH, MENTAL RETARDATION, ALCOHOLISM, DRUG ABUSE & DISABILITY SERVICES
PARKS & RECREATION
PUBLIC SAFETY

October 27, 2003

Mr. James Merriman, President
Charter School Institute
State University of New York
74 North Pearl Street, 4th Floor
Albany, New York 12207

Dear Mr. Merriman:

It has been brought to my attention that Rev. Dr. Joe Bush and the Walker Memorial Baptist Church is attempting to build and establish **The Grand Concourse Academy for Boys**, a charter school in Bronx County. Being a member of the New York City Council Education Committee and an advocate for improving the education of our children, I fully support this endeavor by Dr. Bush.

Once again, I fully support the construction of this new charter school. The quality of life in our community could greatly benefit from the establishment of The Grand Concourse Academy for Boys.

Sincerely,

Helen Diane Foster

Helen Diane Foster

HDF/mp

CC: Rev. Dr. Joe Bush, Pastor
Walker Memorial Baptist Church

ATTACHMENT 23-55

MID-BRONX SENIOR CITIZENS COUNCIL INC. 900 Grand Concourse • Bronx, NY 10451
Tel: (718) 588-8200
Fax: (718) 681-3824

October 29, 2003

Mr. James D. Merriman, IV
Executive Director
Charter Schools Institute
74 North Pearl Street, 4th Floor
Albany, N.Y. 12207

Re: Letter of Support
Grand Concourse Academy for Boys Charter School

Dear Mr. Merriman:

On behalf of the Mid Bronx Council, I am writing to express our support for the Grand Concourse Academy for Boys Charter School to be located at 116-118 East 169th Street in the Bronx, New York. Mid-Bronx Council (MBC) is one of the largest minority-controlled and operated community-based organizations in the Bronx.

For over thirty (30) years, MBC has outlined a set of principles and strategies that fostered the development of comprehensive services for the elderly of our community. However, for the last several years we have focused on principles and strategies that develop the services and programs that comprise our comprehensive approach to building community for all.

We have come to understand that families are the fundamental structures, the building blocks of community. Strengthening families not only helps parents and children as individuals, but also fosters and develops the basic unit of an organized and healthy community. It is this positive dynamic between families and communities we seek to promote.

When we observe our community and the people we serve in our programs, and when we look at the research we have gathered over the years we see clearly that service needs are increasing, but there is less government support for them.
The commitment to creating an educational institution of excellence for boys in the blocks surrounding Mid-Bronx Council is not only needed it is more than welcomed.

We urge your support. We feel the Grand Concourse Academy Charter School for Boys will change lives for many youngsters for the better forever.

Sincerely,

Jeanette Puryear
Executive Director
Mid-Bronx Council

ATTACHMENT 23-56



Mount Hope Housing Company, Inc.
2003-05 Walton Avenue
Bronx, New York 10453-4101
718.583.7017
718.583.6657 fax
www.MountHopeHousing.org

AFFORDABLE HOUSING
COMMUNITY DEVELOPMENT
YOUTH SERVICES
EMPLOYMENT SERVICES

October 29, 2003

James D. Merriman IV, Executive Director
Charter Schools Institute
74 North Pearl Street, 4th floor
Albany, N.Y. 12207

Dear Mr. Merriman:

I am writing you to express my support for the Grand Concourse Academy for Boys Charter School to be located at 116-18 East 169th Street in the Bronx. As a community based organization, we are very familiar with the community, in particular, the educational needs of the children of the Grand Concourse area.

Having met with the founding board of the charter school to discuss the concept, I believe they will truly succeed in creating an outstanding new educational choice for the parents and students. Please provide these families and children the opportunities they so deserve. Your support of the Grand Concourse Academy for Boys Charter School will benefit our community for generations to come.

Sincerely,

Shaun M. Belle

Shaun M. Belle
President/CEO

Building Hope Brick By Brick

ATTACHMENT 23-57

THE MAMA FOUNDATION FOR THE ARTS
149 West 126th Street · New York, NY 10027 · 212.280-1048 · 212-280-5028 (Fax)

October 29, 2003

Mr. James D. Merriman, IV
Executive Director
Charter Schools Institute
74 North Pearl Street, 4th Floor
Albany, NY 12207

Dear Mr. Merriman:

This letter is an expression of our support for the Grand Concourse Academy for Boys Charter School. The school will be located in the Bronx at 116-118 East 169th Street.

It is our understanding that not only will the Grand Concourse Academy have a high standard of excellence academically, but will also encourage young people in the arts.

The Mama Foundation for the Arts is a not-for-profit service organization that will identify, train and employ the next generation of singers, actors, composers, musicians, writers, directors, administrators and technicians and we support and encourage all roads to excellence and learning.

It is for the above reason we support the Academy and encourage your support. The school will provide a wonderful opportunity for the children and parents who will have the benefit of such an academic and creative institution.

Very truly yours,

Vy Higginsen
President & CEO

VH:cn

ATTACHMENT 23-58

Attachment 24

Attach an assessment of the programmatic and fiscal impact of the establishment of the proposed charter school on existing public and nonpublic schools in the same geographic area.

Programmatic Impact

The Academy will have a positive programmatic impact on the existing public and non-public schools in the community. First, the Academy will further the true mission of all the surrounding public and non-public schools: the Academy will improve the quality of education available to the districts' children today. The many advantages and beneficial innovations of the Academy's model have been described at length elsewhere in this application.

Second, the Academy's creation will act as a catalyst for the good educators within the non-chartered public schools, better empowering them to make needed reforms. The Academy's focus on combining authority with responsibility and on achieving measurable improvements in academic quality will allow the non-chartered reformers to focus their schools on this as well. Competition, expressed in this constructive way, raises the performance of all participants.

Third, success at the Academy will prove that, indeed, every child can learn. The shattering of pessimistic, self-defeating attitudes by the Academy will raise the hopes and performance of all schools.

Finally, the Academy will pioneer innovative techniques, including the combination of multiple, research-proven models into a single powerful curriculum. We will also offer extended day and enrichment programs such as music and foreign language. The Academy's methods can be adopted by the surrounding public and non-public schools, and the Academy will help and encourage this.

Fiscal Impact

To be very conservative, we assume all of the charter school's revenues (except the $150,000 implementation grant and $70,000 NYCDOE grant) would represent a dollar-for-dollar reduction in revenue for the district. In reality, we believe it is highly probable that some of the charter

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school's revenues do not create a direct dollar-for-dollar reduction for the district, and that other charter revenues will be from new, third-party sources. However, we do not assume this is the case for purposes of this analysis. Also based on the historical annual average increase of approximately 4.5% of the per pupil expenditure since 1998, we assumed a conservative annual 3% inflator beginning in year 2.

School Year	*Total Charter Revenue*	*Estimated Total District Budget*	*Charter Budget as % of District Budget*
2004-2005	$1.70 million	$12.5 billion	0.014%
2005-2006	$2.26 million	$12.9 billion	0.018%
2006-2007	$2.83 million	$13.3 billion	0.021%
2007-2008	$2.92 million	$13.7 billion	0.021%
2008-2009	$3.01 million	$14.0 billion	0.022%

The above estimates shows that the projected financial impact on the district will at no time exceed more than 0.022% of the district's total revenues. At this level, any impact on the infrastructure costs of the district would be negligible. Moreover, the district should realize savings with respect to educating fewer students and will benefit from the charter school absorbing expenses associated with building new classrooms, training and hiring teachers, acquiring technology and buying curriculum materials, etc.

The proposed board does not expect a material fiscal impact on the local non-public schools.

Attachment 25

Attach the charter school's qualifications for service on the school's board of trustees.

The board reflects a broad array of life and work experience, which will contribute to the school's success. The board represents the diversity of the community and has expressed an unwavering commitment to providing a quality education for all children. The board consists of educators, business professionals, and community leaders.

In general, board members should be individuals of high moral character, demonstrate an interest in the welfare of children and be committed to improving education in the community. All board members must be committed to dedicating the necessary time and energy to ensure the effective and smooth operation of the school.

Specifically, we have set forth general qualifications to ensure a balanced board of trustees: (i) at least one educator with classroom and/or administration experience; (ii) at least one parent or guardian of a child attending the school (i.e. PTO President); (iii) at least one business leader with experience either in for-profit or not-for-profit sector; (iv) at least one community leader, and (v) any other person over the age of 21 that can demonstrate knowledge of educational issues affecting the school's community.

Attachment 26

List the proposed members of the board of trustees for the charter school, indicating any ex-officio members and any vacant positions expected to be filled. Each proposed trustee who is named must complete the "Request for Information from Prospective Charter School Board Members" contained in the Appendix to the Application Kit.

Name	Home Address	Telephone
1- Howard Banker	[redacted]	[redacted]
2- Joyce Higginson-Davis	[redacted]	[redacted]
3- Cheryl Forbes	[redacted]	[redacted]
4- Linda Schechter-Manly	[redacted]	[redacted]
5- Brien O'Toole	[redacted]	[redacted]
6- TBD (vacant)		
7- President of PTO (vacant)		

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Charter Schools Institute

Howard Banker

Background

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

See attached resume

2. Please indicate that you will be at least eighteen years old by January 1 of the year in which the proposed charter school would open.

See attached NYS Drivers license indicating my age

3. Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of the board if it is chartered.

The Board of Trustees of Walker Church met with me over three years ago and asked if I would assist them as a consultant in securing financing for the construction of a new school on two lots contiguous to their church. They had purchased the lots at public auction from the City of New York and had designed a new school building. As a part of that effort, they asked that I assist them in understanding the options available to them in operating the school. I am also assisting them with fundraising the capital budget for the school construction.

A construction/permanent loan of $1.35 million was closed with Carver Federal Savings Bank to supplement the over $1 million the Walker congregation has contributed to the effort to create a public school that serves their very low income community residents. Corporate and foundation fund raising is now underway to raise an additional $450,000 to supplement their contributions and the loan from Carver Bank.

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

I was born in the West Bronx, have raised my family in the Bronx and currently live in the Bronx. My son has attended public schools and is currently entering his senior year at Hunter College High School (a public high school). I firmly believe in quality education for all the children of the Bronx and see this charter effort as offering that opportunity in the Mount Hope community. For 27 years I have worked for non-profit organizations that offer assistance to low income residents by acting as a financial intermediary to underserved households. This charter school effort in my home borough gives me another opportunity to serve my fellow residents and to improve the dismal education performance of the Board of Education schools.

5. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous service, please discuss why you wish to serve in this capacity.

I am presently employed as an officer (Vice President) of the Parodneck Foundation for Self-Help Housing and Community Development, a non-profit 501(c)3 corporation the provides housing and financial (lending) resources in the City of New York. I am also the Secretary/Treasurer of the 972 Anderson Avenue Housing Development Fund Corporation (Bronx), a non-profit limited equity cooperative.

I am a board member of New Directions, Inc. a non-profit 501(c)3 corporation that provides technical assistance to non-profits and school districts on Long Island by linking student and professors to community improvement and empowerment projects.

In previous employment positions (New York City Commission on Human Rights, Community Service Society and Low Income Housing Fund) I have organized new non-profit corporations, served as an initial incorporator and then served on some boards of directors of non-profit corporations.

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

My role is to keep the mission and deliver a quality education for all of our students and include their parents in the effort. My role is to be sure that the Charter School is financially sound. My role is to seek and deliver grant support over and above New York State reimbursements that our attending students make the school eligible for. My role is to strive to improve the performance of the students, the school and the board and to protect the interests of the board and the public.

7. Please indicate specifically the knowledge and experience that you bring to the board.

For 27 years I have worked for non-profit organizations that provide loans and grants to low income families, institutions and organizations that primarily support housing for very low income persons. I am an officer for the Parodneck Foundation (Vice President for Programs) and have developed and implemented loan products that are now national models in over 19 cities. I am able to understand problems and work to solutions that are used to assist many people and not just a few lucky persons. As an employee and officer of non-profits over 27 years I have had to fundraise annual operating budgets using a combination of grant and support sources and so am very familiar with fund raising.

I am very skilled with project finance and understand the variety of loan and equity facilities that are available to support non-profit projects, including school construction and operations. I have developed projects for non-profits, including new construction projects and new program implementation projects and therefore understand not just the lender side of transactions, but the developer side. This holistic understanding of projects will allow our Charter School to more easily secure support for expansion and operations.

My career began in the West Bronx in 1975 as a community organizer working to help tenants take over their landlord abandoned buildings and provide services. This led to building purchase, finance, redevelopment and job training

8. Please provide a forecast of where you see the school in one year. In five years.

The first year is expected to be a little chaotic as all students, parents, administrators and teachers will be new to each other, as well as the to the facility. We expect steady improvement for our students in their performance even in the first year as indicated in test results and other supporting indications of student performance. We also expect to uncover how we can improve fund raising and how and where to better direct funds to improve student performance.

After five years we expect to be a Charter School whose student performance will be held up as a model for others to emulate. We expect to have increased our physical space to offer our education program to more students at our new school (the new school size could be increased by 40% without any zoning variance) and to have reduced the percentage of facility expenses from our budget so that a greater percentage can be used for direct education expenses.

9. How would you handle a situation in which you believe one or more of the school's board are involved in self dealing (working for their own benefit or their friends and family).

If any information that even suggests self-dealing were to be uncovered or disclosed to me, I would immediately present this information to the board. The board would investigate any allegations and reflect in its minutes both the claim of self-dealing and the finding. If a finding of self-dealing is made, we would review with our attorney whether the material should be delivered to a law enforcement official and/or whether the board member should be fired or allowed to resign. If a finding of innocence is made, the minutes must reflect the board decision and action(s).

Conflict of Interest

10. If you or your spouse knows any of the other prospective board members, please so indicate the relationship.

I have been employed as a consultant by Walker Baptist Church to help secure appropriate financing, and develop their Charter School. Joyce Davis and Cheryl Forbes, proposed Charter School board members, are Trustees and officers for Walker Church.
I served as a consultant for Enterprise Foundation for 6 months in 1999, which employs Brien O'Toole, another prospective Charter School board member.

11. If you or your spouse know any people already known to be prospective school employees, please so indicate and describe the relationship.

As a prospective board member I am working with Victory Schools employees. Victory Schools who will be engaged to support the Charter School, if approved. Neither I nor my spouse know anyone else that will be a prospective school employee.

12. If you or your spouse knows anyone that plans to do business with the school please so indicate and describe the relationship and the nature of the potential business.

As a prospective board member, I am working with Victory Schools who will be engaged to support the Charter School, if approved. Neither I nor my spouse knows any other businesses that will do business with the Charter School.

13. If the school proposes to partner with an education service provider (a management company), please indicate if you or your spouse knows any employees, owners or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

The prospective board is working on a term sheet with Victory Schools.. I do not know any employee or board member of Victory Schools outside of our work together on this project. The persons at Victory that we are working with on the project are:

Carlo Schiattarella, Director of Development
Margaret Harrington, Chief Operating Officer
Laurie Brown, Director of Curriculum Development.

14. If the school will partner with an education service provider, please indicate whether you or your spouse has a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

Neither I nor my spouse has any direct or indirect ownership, employment, contractual or management interest in the educational service provider, Victory Schools.

15. Please indicate if you anticipate conducting any business with the education provider, the school, or both. If so, please describe the potential relationship.

As a prospective member of the board of directors of the Charter School, I expect the board, if approved, to sign a contract with Victory Schools to support the Charter School, using our education program and curriculum. Victory's performance will be monitored by the board of directors using the contract for services.

I do not expect to conduct any business with the school outside of my responsibilities as a board member, if approved.

16. Please indicate if you foresee any potential ethical or legal conflict of interests should you serve on the school's board.

I do not foresee any potential ethical or legal conflicts of interests if I serve on the Charter School board of directors.

Educational Philosophy

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

The mission and philosophy of our school is to provide a high quality education for all our students by offering an intensive, challenging academic program and monitoring student performance. Our school will adjust and amend our approach to better meet the needs of our students as tests and other performance indicators show where improvements are needed.

Our goal is to challenge our students to meet their parents and our high expectations and to uncover and instill a love of learning that will carry them to and through college. One small part of this is our language program that will offer a language (Spanish) that is not a first language for the vast majority of families in this community. Our students will come to know that education and a love of learning are a part of life, whether as a home-giver, an employee or an employer. They will come to understand their duties and responsibilities of citizenship, as well as the rights and opportunities citizenship conveys. They will come to know that finishing school is not enough, that striving for their own personal best in both school and outside school activities is what makes them a whole person.

18. Please indicate if you are familiar with the educational program that the school will utilize.

I am familiar with the education program from having read and approved the plan for our Charter School, and in discussing this approach with current NYC Board of Education teachers and administrators. I am not a teacher or school administrator and do not have any experience with implementing the plan.

In effort to accomplish our mission of creating a challenging learning environment with high expectations for all children, Grand Concourse Academy Charter School will implement a standards-based and scientifically researched and proven curriculum. The goal of our educational program is for each student to attain mastery of the New York State performance standards and New York City's performance standards. To prepare students for entry to the best high schools in New York City, the educational program will emphasize core skills in literacy (ELA), math, science, social studies, and the areas of the arts, technology, and language other than English.

19. Please indicate what you believe to be the characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

The active involvement of both parents and students in the proposed educational program is a requirement of its success. Student attendance at school will be monitored and encouraged. The results of school tests, teacher recommendations and required State tests will indicate student performance compared to NYC public schools and will assist the board in amending our educational program with Victory Schools if that is necessary. Parent involvement will be monitored by the board and encouraged with events and other supports that the board can provide. The board can work with other non-profit corporations to provide additional assistance to parents of our students if this will improve both student attendance and parent involvement. If

parents are encountering problems outside of school that affect their child's involvement in school, then assisting the parent where possible will help the child do better.

The operating costs of the school may not be met by NYS reimbursements and so part of the boards work will be to fundraise to support and improve our education program.

Statement of Assurance

I, Howard Banker, certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.

Signature _____ Date 4/9/12

Howard Banker



Experience

2000 – Present **Parodneck Foundation for Self-Help Housing and Community Development**
Vice President for Programs

Parodneck Foundation is a private non-profit Community Development Financial Institution (CDFI) and a New York State Banking Department Mortgage Banker/Broker. Parodneck operates in the five boroughs of New York City. The Vice President for Programs is responsible for all lending activities, including: rehabilitation loans to low and very-low income senior citizen homeowners which are originated and sold to the City (NYC capital budget) and State of New York (HOME & Affordable Housing Corporation) using a variety of loan products; refinance homeowners who have been victimized by predatory lenders using model loan programs which permit lender loans to be sold to Fannie Mae; and multi-family rehabilitation/debt restructure loans to Housing Development Fund Corporations (NYS non-profit). Parodneck Foundation services all loans it makes and/or sells. Man

1998 - 2000 Consultant for Finance, Program Design and Development

Provide consulting services to local, regional and national nonprofit firms including: Enterprise Foundation, Kessler Assisted Living, Inc., Community Preservation Corporation, NYC Department of Housing Preservation & Development and The Parodneck Foundation in the development of low-income housing, financing and programs to support those of limited financial means. Provide real estate analysis and services to local and regional property owners and managers.

1995 – 1998 Low Income Housing Fund (LIHF)
Director/Manager, New York Office

LIHF is a private, non-profit, unregulated lender, which makes loans to non-profit organizations (with a loan loss rate of less than .045%) principally for housing projects. In 1998 LIHF had over $80 million in lending capital. LIHF is a national lender with headquarters in San Francisco and offices in Los Angeles Lending in NY increased over 300%, and the NY office became a regional lender during my first year at LIHF (1 staff at that time). Worked cooperatively with other lending intermediaries (including NHS, Non-Profit Facilities Fund, CSS Loan Fund, Univ. Neighborhood Housing, Credit Unions and small banks). Staffed the NY Advisory Board, tenanted with senior managers from large institutional lenders (Chase, JP Morgan, Citibank, Republic National, CPC, Bankers Trust). Created and implemented specialized lending programs with workable underwriting standards, as well as identified and closed public & private capital for these programs. LIHF, NY suffered no loan losses and fully recovered previously defaulted loans. Marketed LIHF at public & private functions, served on panels & committees.

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Identified & secured grants to support staff increases (from 1 to 5, including a Director of NY Lending and NY based loan-servicing component for LIHF & other lenders). NY foundation grants and loans from financial institutions increased over 200% and 800% respectively. Wrote or supervised all loan commitments, closings and loan servicing. Served on LIHF Senior Management committee and reported to President.

1989 – 1995 Neighborhood Housing Services of America
Director First Mortgage Program &
Multi-family Housing Group

NHSA is the national, private, non-profit secondary market for the Neighborhood Housing Services network, active in over 190 cities and rural counties in 47 states. Each NHS provides first and second mortgage rehab loans to homeowners, purchase loans to first time homebuyers, and develops multi-family projects for low-income families in targeted undeserved neighborhoods and rural areas. NHSA purchases and/or originates these loans on both a recourse and non-recourse basis, then packages and sells them as securities to investors.
First Mortgage Program: Chosen by President to implement a creative national program which underwrote, processed and received PMI approvals for 1-4 family loans to unbankable families in NHS communities underserved by banks. Approvals were delivered to contracted local lenders to originate loans, table-purchased by NHSA at closing. This effort included a new co-insurance program with 4 national PMI companies. Negotiated and implemented over $100 M in purchase contracts with over 40 national, local and regional lenders. Made and purchased over $70 M in loans, with default rate less than .1%. Distributed computers and loan processing software to over 70 NHS', provided training in it's use and linked the network with NHSA as the hub. Directed 7+ person staff and consultants (underwriters, processors, managers & attorneys) for approval and purchase of loans. Reported to Senior Vice President, and Board Treasurer. Our work provided NHSA with the largest loan purchase and sale volume in its 25-year history.
Multi-family Housing Group: underwrote and closed large multi-family (100+ units) and mutual housing development projects seeking acquisition, construction, lines of credit, revolving lines or permanent financing in 20 cities including: Anchorage, Cambridge, Boston, Sacramento, Oakland, Los Angeles, Kansas City and San Antonio. Provided audits for loan portfolio security of largest NHSA customers. Underwrote construction loans for large multi-family projects in New Jersey, using capital from 11-member bank consortium. Underwrote 501©3 bonds. Loaned to local NHS' in special circumstances to create and develop local projects. Reported to Senior Vice President.

1982 – 1989 Community Service Society Ownership Transfer Project (OTP)
Co-Director

Community Service Society (CSS) is an endowed non-profit, seeking to better the lives of low-income families and individuals in NYC. OTP assists low-income tenants in NYC to purchase their substantially deteriorated privately owned buildings, substantially renovate and own them as limited equity cooperatives. Negotiated contracts of sale of property & mortgages, negotiated private mortgages, created and implemented market rate loan products with first bank CDC's in over 40 buildings. Negotiated and managed architectural, construction management and attorneys on all projects. Located, secured and closed all short and long term financing for twenty seven projects, including acquisition, construction and permanent loans from CSS loan fund, private lenders, HPD, investors and institutional lenders. Located and negotiated increase

of capital funds for CSS Loan Fund. Implemented a specialized NYC (HPD OTP) program to provide low interest, moderate rehab loans (8A, PLP & HUD loans) and grants (Section 17) to all buildings and section 8 vouchers to all OTP buildings. Trained coop boards on rights and responsibilities. Trained citywide and neighborhood based legal and community groups to recognize real estate opportunities through their organizing & development activities and assist in implementation. Managed staff and budget (over $800,000), reported to Vice President.

1981 – 1982 Neighborhood Tenants Housing Company, Inc.
Executive Director

Founded and directed non-profit property management company providing contracted (private owners, NYC HPD DAMP, cooperatives) or court appointed services (Civil Housing Court, Supreme Court, Surogate Court and US Bankruptcy Court) to twenty one buildings, with over eight hundred units in three boroughs of NYC. Created for-profit construction company subsidiary to provide quality maintenance services for these buildings and job training for neighborhood youth and skilled underemployed workers. Directed staff of 9, managed consultants and budgeting, including fund raising. Eighteen of these twenty-one buildings became tenant owned.

1978 – 1981 NYC Commission on Human Rights,
Neighborhood Stabilization Program
Director 1979-1980
Community Organizer 1977-1979

Directed staff of eight to organize and assist local community organizations and local legislators, community board members and police to reduce racial tensions, reverse neighborhood decline and increase reinvestment in targeted neighborhoods.

1976 – 1978 North West Bronx Community and Clergy Coalition
Staff Organizer

Worked to create tenant organizations, neighborhood action committees and/or court involvement in properties to slow rapid abandonment of buildings in Morris Heights neighborhood of South Bronx. Participated in first successful examples of tenant management of landlord abandoned properties and among first of NYC funded Community Management Programs. Organized North-Kingsbridge Riverdale Neighborhood Association, which is an affiliated NWBCCC organization.

Education

- Pratt Institute, Brooklyn, New York 1990
  Master of Science in Urban and Regional Planning (nonprofit business development)
- Development Training Institute/Pratt Institute, Baltimore Maryland, 1985
  Certificate, Community Economic Development
- Fordham University, Bronx, New York 1976
  BA, Medieval Studies

Joyce Higginson-Davis

Background

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

Resume Attached

2. Please indicate that you will be at least eighteen years old by January 1 of the year in which the proposed charter school would open.

I am at least 18 years of age.

3. Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of its board if it is chartered.

In 1984, I accepted an invitation from a friend to attend a service at the Walker Memorial Baptist Church. My friend was so excited about the new young Minister who had come from the South to the South Bronx. She said he has many new strategies, thinks outside of the box and has come with lots of great ideas. After several visits to the church, I too was impressed and moved not only by the energy of this new Pastor, but by the congregation's dedication and the new and diverse programs that were being implemented.

This was the 1980's, an extremely difficult time for the Bronx, its residents and those who loved and were active in the Bronx community: people like me who grew up and went to school in the Bronx. People, who remembered it as a beautiful safe and secure place to live, work, play and pray. Now it was burning down to the ground -- empty buildings and abandonment everywhere. Insurance companies and banks disinvesting. Drugs, gangs and all kinds of ills that made me and others no longer feel safe in the place we loved; where we were raising our families. The building adjacent to the church became abandoned. Our vision, way back then, for that space, was a school for the children of the community: a school, where they would be given an opportunity to become the very best that they could be.

I joined the fellowship before the year ended in 1984. In 1987, I was appointed Chairperson of the Trustees and have been involved from the beginning. Our vision became alive when we went to the City Auction to purchase the empty lots where our charter school is now being developed.

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

Along with the Walker Memorial congregation and our community, the charter school effort has been my personal vision and for a long time. As I watch the declining condition of education in the US and particularly in our communities, I feel I must act proactively in behalf of our community's children to ensure that they have the best education available. I feel a renewed

excitement at the upcoming birth of the actual school and the satisfaction of seeing our vision come alive. Serving on the board will give me the opportunity to share my gifts and talents, support the school's growth and watch young children's lives change for the better forever.

5. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous service, please discuss why you wish to serve in this capacity.

I have been involved with educational efforts although I have not served on a board of a school district. Freddie Ferrer, the former Bronx Borough President, appointed me to the Commission on the Integrity of School Officials. I am presently employed as the Director of Economic Development of the Mid-Bronx Council, a large minority run non-profit 501©3, a multi-faceted agency serving the South Bronx. Previously, I served as the Executive Director of Mount Hope Housing Company a multi-million dollar community development corporation, also a 501©3 organization.

I was President of the Board of the Northwest Bronx Community and Clergy Coalition known nationally as the largest grassroots community preservation network in New York City. I am a founding member of several boards including the Mount Hope Organization, The Mama Foundation of the Arts, and serve as the Chairperson of Trustees of Walker Memorial Church.

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

It is my understanding that the public charter school board members will be responsible for the policy and operational decisions of the school in accordance with the provisions of the school charter in the formation of the school as well as after the school has opened. The board will establish by-laws of the charter school and will govern itself accordingly. It will be important to attend the required number of meetings, receive data and other information to be kept informed of how the school is doing and to asses that the school is meeting its educational, operational and financial goals.

7. Please indicate specifically the knowledge and experience that you bring to the board.

I bring commitment and dedication to this project and to the Bronx community. In professional leadership roles I have impacted and changed organizations and acquired a broad range of skills, experience, and relationships along the way. My skills and experiences include business operations, management, community leadership and development, human services, fundraising, training and economic development.

8. Please provide a forecast of where you see the school in one year. In five years.

I forecast that by the end of the first year, the newly completed state of the arts building will be occupied with children with smiling faces and happy parents. Directors and Staff will have a

clear and working understanding of the mission and student achievement goals. By year five the school will be fully occupied, financially stable and achieving high academic program standards.

9. How would you handle a situation in which you believe one or more of the school's board are involved in self dealing (working for their own benefit or their friends and family).

It is my strong feeling that self-dealing or other such type behavior is inappropriate and unacceptable and must be dealt with immediately. I would act in concert with other board members to stop such activity and refer the situation or concern to the appropriate educational and law enforcement agencies. Proper systems, policies and a code of ethics should be established so that it is clear that this behavior is unacceptable and will not be tolerated.

Conflict of Interest

10. If you or your spouse know any of the other prospective board members. Explain the relationship.

I have worked in some capacity professionally or community involvement with all of the prospective board members. I have known Brien O'Toole and Howard Banker for over twenty years. We worked together on neighborhood improvement efforts in the Bronx. Cheryl Forbes and I met over twenty-five years ago when we both worked at AT&T. In fact it was Cheryl who introduced me to her church. We both have served as Trustees of the Church since 1987. A little over two years ago I met Linda Manley. Linda is a staff attorney for Lawyers Alliance and provides legal council to Mid-Bronx Council the non-profit agency where I am employed.

11. If you or your spouse knows any people already known to be prospective school employees, please so indicate and describe the relationship.

I have known Laurie Brown, Director of Curriculum for Victory Schools. I met Laurie through her husband, Fred whom I have known since childhood. Fred's family and my family have known each other since we were kids. We lived in the same neighborhood and our families worshipped together.

12. If you or your spouse knows anyone that plans to do business with the board please indicate and describe the relationship and the nature of the potential business.

At this stage, I am not aware of anyone who plans to do business with the board other than Laurie Brown of Victory School. If a situation of conflict presented itself, without hesitation, I would recuse myself

13. If the school proposes to partner with an education service provider (company), please indicate if you or your spouse knows any employees of that provider. If your answer is yes, please indicate the individual and the nature of the relationship.

I have known Laurie Brown, Director of Curriculum for Victory Schools. I met Laurie through her husband, Fred whom I have known since childhood. Fred's family and my family have known each other since we were kids. We lived in the same neighborhood and our families worshipped together.

14. If the school will partner with an education service provider, do you or your spouse have a direct or indirect ownership, employment or management interest in the educational service provider?

I do not have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. However, I serve as Chair of Trustees of the Walker Memorial Baptist Church who is responsible for the development of this project. There will probably come a time when discussions and decisions regarding the Church and the educational service provider will arise. It is during those times, that I will recuse myself from those discussions and decisions so as not to create a conflict of interest.

15. Please indicate if you anticipate conducting any business with the education provider, the school, or both. If so, please describe the potential relationship.

I do not have a direct or indirect ownership, employment, contractual or management interest in the educational service provider. However, I serve as Chair of Trustees of the Walker Memorial Baptist Church who is responsible for the development of this project. There will probably come a time when discussions and decisions regarding the Church and the educational service provider will arise. It is during those times, that I will recuse myself from those discussions and decisions so as not to create a conflict of interest.

16. Please indicate if you foresee any potential ethical or legal conflict that would arise from your service on the school's board.

I do not foresee any potential ethical or legal conflict that would arise from my service on the school's board. I would recuse myself from any decision involving anyone whose friendship or acquaintance could conceivably pose a conflict of interest.

Educational Philosophy

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

I understand the school's mission and/or philosophy to be one founded on the conviction that although the children in the neighborhood surrounding Walker Memorial have a high dropout rate, they still have the potential. This potential, nurtured in a structured, challenging and supportive environment, will elicit their curiosity while encouraging and supporting them to

develop a strong, confident self-concept growing out of their new sense of accomplishment. The learning experience seeks to awaken their aspirations and offer a means and encouragement to realize them.

18. Please indicate if you are familiar with the educational program that the school will utilize.

I understand that the school proposes to adopt an educational program that emphasizes math and science while offering foreign language, music in an extended school day. The math curriculum will be an implementation of Everyday Mathematics developed by the University of Chicago's School Mathematics Project. The science curriculum will use the McGraw Hill Science series. Both meet state and national performance standards

19. Please indicate what you believe to be the characteristics of the school education plans the specific steps do you think the board of the school will need to take to ensure that this school is successful?

I believe all must pay attention: students, parents, staff, and directors. There must be a shared sense of purpose for the effort to succeed. It does take a community.... High standards for excellence must be set. A successful school is one in which both the youngster and the teacher want to come to school. It is a school where parents are involved and support the mission of the school and the goals set for their children. It is a place where the environment is conducive to learning and where being bright and creative is encouraged.

Statement of Assurance

I, **Joyce Higginson-Davis** , certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.

Joyce E. H. Davis March 9th 2004

Signature Date

Joyce Higginson Davis

[redacted]
Voice/ Message: [redacted]

Professional Experience

Consultant. Joyce H. Davis Associates consults internationally on leadership development and organizational change with private and non-profit organizations. She specializes in Health Realization, and empowers them to unleash their own resources as they strive to improve their quality of life.

Present
Ms. Davis directs the Economic Development Division of Mid-Bronx Council, a thirty-year old non-profit multi-service community organization, where she directs program activities for generating income to support the organization. She also develops and manages investments and ventures; and builds and maintains relationships that support continued development of the Bronx's 161st Street Business Association.

Ms Davis is a certified diversity trainer/consultant affiliated with Towers Perrin the global management-consulting firm, the Anti-Defamation League and Andrea Cisco Associates. She also consults with faith-based organizations and the Bronx Health Reach project, which examines the disparities in health care services for diabetes and heart disease in Blacks and Hispanic communities.

Mount Hope Housing Company (Bronx, NY)
Executive Director: Directed business operations, housing management, community development, human services, fund raising, and economic development for the Mount Hope Housing Company (MHHC) a dynamic Bronx Community Development Corporation (CDC). In less than six years, under her leadership, MHHC rehabilitated community property in excess of $70 million. She supervised a staff of 80, developed and managed over 1,200 housing units and launched a major social services program offering health, education and employment services. (1992 - 1996)

Reach Entertainment & Sports (New York, NY)
General Manager New York & Tour Company: Responsible for business operations of this national and international company, which has grown into one of the largest producers and representatives of Black artistic talent in America. Managed and coordinated day-to-day production and performance operations; monitored marketing, group sales activities, and box office team performance; coordinated performers, technical and administrative personnel for world wide performances; hired staff and negotiated contracts; planned, traveled, and supervised tours. (1987-1992)

AT&T (New York, NY)
Account Executive - Certified Industry Consultant: Managed industry-specific clients in the National Accounts segment; generated new revenues by planning and executing complex network-based sales transactions addressing and solving complicated business systems problems.

REDACTED

Managed the account management team; served as primary liaison to client decision makers; conducted research and analysis to determine client business needs and trends; developed sales plans and promotion programs; directed sales support activities and determined resources; prepared and presented sales proposals and client status reports. (1983 - 1987)

Civic Activities

These personal endeavors have not been merely an ancillary part of my professional life. The leadership positions I have been privileged to hold have both permitted me to have an impact as well as acquire a broad range of skills and experiences.

Position	***Organization***
Commissioner	Commission on the Integrity of School Officials (Appointed by Bronx Borough President Fernando Ferrer)
Advisory Council, Member	New York City Trust for Public Land and Enterprise N.Y.
Board of Trustees, Chairperson	Walker Memorial Baptist Church Ordained Deacon
Board of Directors, Founding Member	The Bronx African American/Caribbean American Heritage
Board of Directors Founding Member	Mama Foundation of the Arts
Past President	Northwest Bronx Community & Clergy Coalition
Awards	
Outstanding Service Award	The Council of Churches of the City Of New York
President's Club Achievers Club	American Telephone &Telegraph (AT&T)

Cheryl Forbes

Background

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

See Resume

2. Please indicate that you will be at least eighteen years old by January 1 of the year in which the proposed charter school would open.

Yes, I am over eighteen.

3. Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of its board if it is chartered.

I became aware of the proposed charter school by being a member of the Walker Memorial Baptist Church where Pastor Bush informed us of his vision of building an educational facility for children.

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

I wish to be on the board because I am very interested in the education of children. So much so that I recently became a certified teacher. I truly believe that children are our future.

5. Please indicate if you have previously served on a board of a school district or a not-for profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous service, please discuss why you wish to serve in this capacity.

I have not previously served on a board of a school district or a not-for-profit corporation.

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

It is my understanding that public charter school board members help to establish, adopt and amend the charter school's mission statement. The members approve broad school policies, board of trustee's code of ethics, admission policies and personnel policies. Also, the members execute a serivce agreement with Victory Schools and annually approve the charter school's operating budget. They approve and support the school's educational and curriculum model along with receiving and reviewing grievances by parents.

7. Please indicate specifically the knowledge and experience that you would bring to the board.

I have recently graduated from Fordham University with a Master of Science in Teaching degree. While studying for two years at night, I put theory into practice by being employed by the Department of Education as a second grade teacher. I have experience in creating a productive learning environment, planning and executing instructional activities, monitoring and assessing student learning, and addressing the special developmental and educational needs of students. Also, I work effectively with students who are from different minority cultures; at risk for learning problems; those classified for special education services and the gifted and talented.

8. Please provide a forecast of where you see the school in one year and then again in four years.

I see the school in one year a success, fully operational from Kindergarten to Fourth grade with caring knowledgeable teachers who emphasize Math and Science by offering additional time during the school day and extended day opportunities. The teachers will utilize research-based educational programs that are proven to work.

In four years, the school would have added another floor on top of the building. This school will have students of strong character, ethics and personal responsibility, as well as maintain high expectations and academic success. The school will be the reason for the neighborhood's revival and will be a shining light in the community.

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

If I believed that one or more members of the school's board were involved in self-dealing I would make that announcement to the board. Next, this situation should be disclosed to the authorities and after proper investigation, termination or resignation would follow if found guilty.

Conflict of Interest

10. If you or your spouse know any of the other prospective board members, please so indicate the relationship.

I know Joyce Davis, Howard Banker and Brien O'Toole through community involvement.

11. If you or your spouse know any people already known to be prospective school employees, please so indicate and describe the relationship.

No, I do not know any people already known to be prospective school employees.

12. If you or your spouse know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

No, I do not know anyone that plans to do business with the school.

13. If the school proposes to partner with an educational service provider (a management company), please indicate if you or your spouse know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

No, I do not know any employees, owners, or agents of the service provider.

14. If the school will partner with an educational service provider, please indicate whether you or your spouse have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

I do not have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

I do not anticipate conducting any business with the educational service provider, the school or both.

16. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board.

I am a member of the Board of Trustees of the Walker Memorial Baptist Church. If it ever occurred, I would recluse myself from voting on financial contracts between the parties.

Educational Philosophy

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

I understand the school's mission to be is to create an alternative, but yet challenging learning environment, emphasizing music, math, science and foreign languages. The school will seek to foster a sense of strong character, ethics, and personal responsibility, as well as high expectations and academic success in its students. The school will prepare students to meet and/or exceed New York State performance standards and use assessment to measure student progress in skills and content learning. Also, the school will encourage active parental and community involvement and participation.

18. Please indicate if you are familiar with the educational program that the school proposes to utilize.

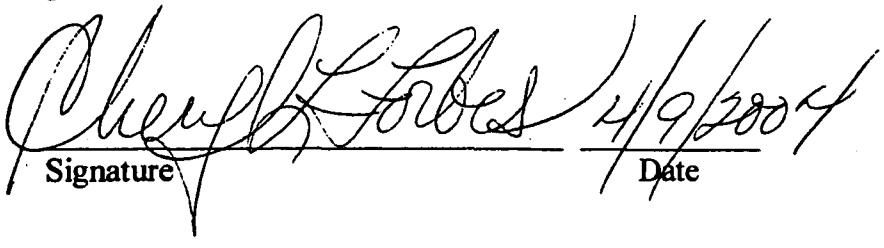
Yes, I am familiar with the proposed educational program that the school will utilize.

19. Please indicate what you believe to be the characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

In order for a school to be successful, it must be part of a team consisting of Board Members, School Operators, Teachers, Parents and the Community who communicate and work cooperatively together toward the same goal of high expectations and academic success for its students. I also, believe for a school to be effective its teachers must engage in life-long learning and value professional growth and development. The Board should have specified meeting dates and times to discuss the business and issues of the school such as approving school policies.

Statement of Assurance

I, **Cheryl Forbes**, certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.



Signature Date

CHERYL L. FORBES
[redacted]
Fax: (718) 220-7799

PEDAGOGICAL EXPERIENCE

Department of Education - CS 47, Bronx, NY **2001 - Present**
Second-Grade General Education Teacher
Designed and implemented cross-curricular unit lessons.
Generated all lesson-planning, attendance, grade records, exam design and administration.
Planned several learning centers as well as instructional games/aids.
Planned and supervised field trips.
Conducted Parent Conferences

NYC Board of Education - MS 321, Bronx, NY **1999 - 2000**
Language Arts Teacher (Permanent Substitute)

AT&T BUSINESS COMMUNICATIONS - New York, NY **1983 - 1998**
Customer Project Manager **1995 - 1998**
Developed and implemented ideas for Customer Special Events with AT&T Public Relations.

Selected Accomplishments
-Achievement Awards - Eastern Region Technical Excellence Award, Best Practices Award, Best of the Big Apple Award, Excellent Team Support Award, Outstanding Achievement Award, Community Excellence Award - 1996 pub. "AT&T Today"

Branch Systems Manager - Major Markets International and Financial Branch **1990-1994**
Pre-Sales support to account executives using many systems to price, sell and implement the full spectrum of AT&T's products and services
Systems Consultant II / Technical Sales Support **1985-1990**
Managed numerous large accounts by presenting sales proposals with detailed solutions involving network studies, pricing complex implementations and prepared first-bill reviews.
Market Support Specialist - Retail **1983-1984**
Coordinated phone stations reviews and guided orders through Material Logistics Operations and Field Service Organizations for the implementation of systems from 500 to 2000 telephones.

NEW YORK TELEPHONE - New York, NY **1979-1983**
Market Administrator - Health, Education Services
Project Managed Large-Job-Committee Meetings with customer and interdepartmental coordination to ensure problem-free installations of systems.
Special Representative

REDACTED

Enhanced customer satisfaction by providing prompt and accurate processing of service requests with 99% on-time performance. Satisfied billing inquiries.

PROFESSIONAL CERTIFICATION
NYC Public Schools License (2003)

PROFESSIONAL ASSOCIATIONS
Kappa Delta Pi, Honor Society

EDUCATION
Bernard M. Baruch College, New York - Bachelor of Arts, 1985
Fordham University - Master of Science in Teaching, 2003

ORGANIZATIONS
Walker Memorial Baptist Church, Inc. - Board of Trustees, Secretary-Treasurer
The Mama Foundation for the Arts - Founding Member, Board of Trustees
The Bronx African-American / Caribbean-American Heritage Day Council- Board of Directors

AWARDS
Certificate of Appreciation - Fordham Hill Owners Corporation
Outstanding Achievement Award - American Telephone & Telegraph (AT&T)
Commitment to Excellence - American Telephone & Telegraph (AT&T)
Phenomenal Woman - Walker Memorial Baptist Church
Outstanding Young Women of America

BIOGRAPHY
Cheryl Forbes is a life-long resident of the Bronx, New York. She is a 1985 graduate of Bernard M. Baruch College where she received her Bachelor of Arts degree and is a 2003 graduate from Fordham University with a Master in the Science of Teaching.

Ms. Forbes has researched and designed strategies, for major corporations throughout her telephone communication career that delivered strong results with accomplishments in staff development and customer service. Skilled in team building with an eye for details, she has also consistently met or exceeded the goals of each position held.

These competencies were the support for a successful sales career and are presently being used as a positive contribution at the Department of Education. She is currently a second-grade educator at CS 47 in the Bronx where her principal says, "I wish I had a dozen of you."

Ms. Forbes is very active in her community. She is an ordained Deacon and serves as Secretary-Treasurer of the Walker Memorial Baptist Church; a founding member of the Mama Foundation of the Arts; a board member of The Bronx African-American / Caribbean-American Heritage Day Council and a member of the Fordham Hill Owners Corporation Summer Festival Committee. Ms. Forbes is also featured in the book "Sister Strength," a collection of devotionals for and from African-American women, compiled by Dr. Suzan Johnson Cook.

As an aspiring entrepreneur, she designed handcrafted gift items for the "Cheryl Collection," designed and packaged her own "Spirit-ware" greeting cards. She also produced many successful gospel concerts with "Forbes Mustard-Seed Productions."

Linda Schechter-Manley

Background

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

Please see attached resume.

2. Please indicate that you will be at least eighteen years old by January 1 of the year in which the proposed charter school would open.

Yes, my birthday is [redacted].

3. Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of its board if it is chartered.

I became aware of the opportunity to participate in the Grand Concourse Academy Charter School through Joyce Davis.

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

My work at the Lawyers Alliance over the last six years has focused extensively upon expanding opportunities for early childhood education in New York City and improving educational opportunities for school age children. Serving on the board of the Grand Concourse Academy Charter School will enable me to use my professional expertise to work to improve the educational opportunities for 275 deserving children.

5. Please indicate if you have previously served on a board of a school district or a not-for profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous service, please discuss why you wish to serve in this capacity.

I am currently a member of the board of directors of the George M. Davis Elementary School Parent Teacher Association ("Davis PTA") and the ECQ Group, Inc., both not for profit, tax exempt organizations. The Davis PTA supports a public elementary school in New Rochelle, New York with a 37% free lunch population. The ECQ Group, Inc. is a technical service provider offering management consulting services to AIDS programs. Additionally, I previously served on the board of directors of Selective Corporate Internship Program (SCIP), a program offering paid summer internships and training to inner city high school students.

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

REDACTED

The function of a member of a public charter school board is to provide oversight to the school. It is the board's responsibility to ensure that the school meets it educational goals, has sufficient funds to operate and complies with applicable laws.

7. Please indicate specifically the knowledge and experience that you would bring to the board.

The primary knowledge and experience I bring to the board is that of an attorney who specializes in exempt organization law. In addition, I have counseled several charter schools currently operating in New York City as well as providing counsel to boards considering forming a charter school.

8. Please provide a forecast of where you see the school in one year and then again in four years.

I would anticipate that the first year of operation would be devoted to planning and organization so that school can build a strong foundation upon which to expand. During this year I would anticipate hiring a principal and teaching staff, begin recruitment efforts, purchase supplies and finalizing the building.

I would forecast that in four years, the school would be serving children in grades k-4. The school will be pillar of the community and an example of how innovative schools can work to the benefit of its students and their families.

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

It is a breach of the fiduciary duty of a boar d member to be involved in self-dealing. If a board member is engaged in self-dealing they should be removed from his position on the board for cause. I would work to institute policies and procedures that would prevent self-dealing. The board should adopt a conflict of interest policy that provides for the disclosure of any interested party transaction to the board and the board's consideration of such a transaction without the participation of the interested party. The transaction should only go forward if an independent board considers the transaction to be in the best interest of the school.

Conflict of Interest

10. If you or your spouse know any of the other prospective board members, please so indicate the relationship.

Joyce Davis and I have worked together professionally. I am counsel to her employer, Mid-Bronx Senior Citizens Council, Inc.

11. If you or your spouse know any people already known to be prospective school employees, please so indicate and describe the relationship.

No.

12. If you or your spouse know anyone that plans to do business with the school, please so indicate and describe the relationship and the nature of the potential business.

No.

13. If the school proposes to partner with an educational service provider (a management company), please indicate if you or your spouse know any employees, owners, or agents of that provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

No.

14. If the school will partner with an educational service provider, please indicate whether you or your spouse have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

No.

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

No.

16. Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board.

No.

Educational Philosophy

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

It is my understanding that the school plans tofocus upon math and science and introduce foreign language studies in the early grades.

18. Please indicate if you are familiar with the educational program that the school proposes to utilize.

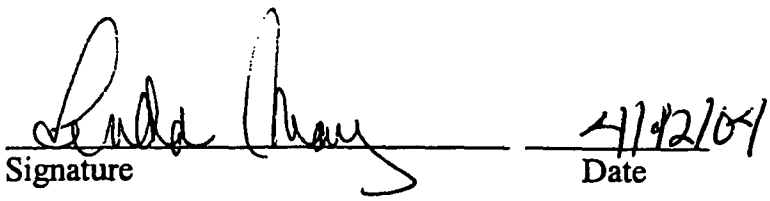
No.

19. Please indicate what you believe to be the characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

I believe a successful school is a school that creates a nurturing environment in which students can be challenged to learn. I think it is the responsibility of the board to hire experienced educators who can implement the educational plan or philosophy that the board has adopted. It is the board's responsibility to monitor educational achievement within the school and to take corrective action quickly if educational goals and milestones are not achieved.

Statement of Assurance

I, Linda Schechter-Manley , certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.



Signature

4/12/04

Date

LINDA SCHECHTER MANLEY
[redacted] New York [redacted]

WORK EXPERIENCE:

Lawyers Alliance for New York October 1997 - Present
Senior Staff Attorney

Lawyers Alliance for New York is the premier provider of pro bono business law services for not-for-profit corporations working in New York City's disadvantaged communities. Responsibilities include:

- Developing child care law practice specializing in representation of child care centers, family child care networks and head start programs. Advise clients concerning exempt organization law, state reporting requirements, regulatory compliance, real property questions, liability issues and employment law.
- Leading corporate restructuring practice that includes representing not-for-profit corporations in mergers, joint ventures, asset transfers, voluntary workouts, bankruptcy cases and organizational restructuring.
- Representation of charter schools and community based organizations participating in formation of New Century Schools.

Iona College Hagan School of Business September 2001 - Present
Adjunct Professor

Teach business law class for approximately 40 college students a semester.

Jones, Day, Reavis & Pogue October 1995 - April 1997
Associate, Business Practice Group

Representation of Chapter 11 debtors. Responsibilities included: day to day management of Chapter 11 proceedings, negotiating and drafting contracts, overseeing asset sales and auctions, formulating Chapter 11 plans and related disclosure statements.

Weil, Gotshal & Manges September 1993 - September 1995
Associate, Business Reorganization September 1991 - August 1992

Representation of Chapter 11 debtors, creditors committees and creditors. Responsibilities included: drafting motions and memorandum of law, conducting discovery, developing creditors' committee strategy.

U.S. District Court S.D.N.Y. September 1992 - August 1993
Clerk to the Hon. Loretta A. Preska

REDACTED

EDUCATION:

Fordham University School of Law

J.D. May 1991. Graduated Top Third of Class.
Alumni Association Award for Constitutional Law.
Interschool Editor Fordham Moot Court Board, 1990-1991.

State University of New York at Albany

B.A. May 1988. Graduated Magna Cum Laude. Political Science Honors Program.

WORKSHOPS

Lawyers Alliance for New York

Lawyers Alliance for New York offers a series of three hour workshops designed to education not-for-profit managers about the legal issues implicated in program delivery. Developed and taught following workshops:

Advising Community Development and Nonprofit Organizations – January 2000, November 2001, November 2002.
Contracts – December 1999, December 2000.
Debt Restructuring for Nonprofits – November 1997, November 2000.
Family Child Care Networks – March 2000, March 2001, March 2002.
Incorporation and Tax Exemption – June 1998, June 1999, June 2000, September 2000, June 2001, June 2002.
Legal Issues Associated with Nonprofit Child Care Centers – October 1998, November 1999, October 2000, October 2001, October 2002.
Legal Issues Relating to Governing and Managing Nonprofit Organizations – December 1997, December 1998, December 1999, December 2000.
Legal Issues Relating to Child Care Facilities – April 2001.
Mergers and Strategic Alliances – May 1998, June 1999, June 2000, May 200, May 2002 and April 2003.
Tax Compliance and Financial Reporting – November 1998, November 1999, February 2000, April 2001.

PUBLICATIONS

Mergers, Consolidations and Other Strategic Alliances for New York Not-for-Profit Corporation, Lawyers Alliance for New York, published May 2003.
Family Child Care Networks, United Neighborhood Houses, anticipated publication Summer 2003.
Legal Aspects of Collaboration, Inside Collaboration, November – December, 1999.
Voluntary Workouts, An Option for Nonprofits During Hard Times; Nonprofit Times, Spring 1998.

PRESENTATIONS

Bar Association for the City of New York, New Associates Day, December 1999, December 2000, December 2002.
Bar Association for the City of New York, What It's (Really) Like to Practice Law in New York City as a Women, June 1998.
Child Care Inc., Liability Issues for Family Child Care Providers, April 1998, November 1998, May 1999, December 1999, June 2000, August 2001.
Fordham University School of Law, Community Economic Development Clinic, Representation of Not-for-Profit Child Care Centers, April 2001, March 2002.
Fordham University School of Law, Stein Scholars Program, Representation of Not-for-Profit Organizations, May 1998.
Greater Upstate Law Project, Legal Issues for Child Care Providers and Advocates, November 2001.
Low Income Investment Fund, Facilities Development for Child Care Centers, February 2003.
New York AIDS Coalition, Collaboration Project, Mergers and Strategic Alliances, July 1998, May 1999, May 2000.
New York Foundation, From Visions to Reality Workshop, September 2000.
The After School Corporation, Liability Issues for Afterschool Programs, March 2001.
United Neighborhood Houses, Neighborhood Networks for Family Child Care, Liability Issues for Family Child Care Providers, presented 15 times between May 1999 and August 2001.

Brien O'Toole

Background

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

My educational and employment history are described in the attached resume.

2. Please indicate that you will be at least eighteen years old by January 1 of the year in which the proposed charter school would open.

My birth date is [redacted] and I am at least 18 years of age.

3. Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of its board if it is chartered.

I was asked to consider serving by Joyce H. Davis a founding board member of the school.

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

I believe there is no greater need in challenged central city communities than for invigorating educational institutions committed to helping develop the enormous potential of youth growing up in them. Through Ms. Davis, whom I met in a neighborhood improvement effort in another Bronx community 20 years ago, I have become acquainted with the work and goals of Walker Memorial Baptist Church, and in so doing, have been enormously impressed by their vision and commitment to creating educational opportunity to meet that need. I am very interested in how practically these institutions can succeed and if I can help this one to achieve success, I would very much like to do that.

5. Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous service, please discuss why you wish to serve in this capacity.

I have never served on the board of a school district but have on a number of other not-for-profit boards and advisory boards.

- Union College, Schenectady, NY, Board of Trustees; Student Trustee, 1977 – 1979.
- City National Urban Development Corporation, Newark, NJ, Board of Trustees; Member, 2000 – Present

REDACTED

- The Housing and Community Development Network of New Jersey Community Building Support Initiative Advisory Board, Trenton, NJ; Member, 1999 - Present
- Rutgers University Community Outreach Partnership Center, Westside Park Neighborhood, Newark, NJ, Advisory Board; Member, 1999 - Present
- Rutgers University Community Development Institute, New Brunswick, NJ Advisory Board; Member, 2002 - Present

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

I understand that the role of the public charter school board member is to act through the board to accountably oversee the programmatic and financial performance of the school on behalf of students and the state. As a start-up effort, this will include articulating a clear, compelling mission statement; ensuring that appropriate financial systems, budgets and controls are in place; that supplies, staffing, and facilities are operational; that the educational program aligns with mission and all the school's charter obligations are met. On an ongoing basis, board duties will include reviewing budgets, ongoing information on income and expense, capital needs, assisting with hiring, and student recruitment, admission, and performance. In both phases it will include assisting with resource development. In contrast with the Principal and staff of the charter school, which will operate the school on day-to-day basis, the board will focus on broader questions of policy and performance outcomes.

7. Please indicate specifically the knowledge and experience that you bring to the board.

My professional experience over the last 20 years has been concentrated on the revitalization of central city and low-income communities and particularly assisting community driven organizations established to spur community renewal. This experience should enable me to understand neighborhood dynamics, resource opportunities, and be a constructive board member. In addition to my experience on the Union College Board of Trustees, I also taught for two years in Morocco, North Africa with the U.S. Peace Corps.

8. Please provide a forecast of where you see the school in one year. In four years.

I would forecast that by the end of the first year, we will have in place a mission statement, full complement of staff and faculty, outfitted classrooms, a resource development plan, a board of directors, and 150 or more students. By year 4, all the foregoing and a student enrollment of 270 students and stabilized financial operations in the black.

9. How would you handle a situation in which you believe one or more of the school's board are involved in self dealing (working for their own benefit or their friends and family).

If I believed one or more members of the board were engaged in self-dealing, I would immediately act in concert with other board members to stop such activity, secure any records or indicia of past activity, and refer as appropriate to educational and law enforcement agencies.

Such an individual or individuals would in nearly all conceivable circumstances be inappropriate for ongoing or future membership on the board. Since this sort of problem is best addressed proactively through careful board member selection and appropriate education, following an incident it would be important to review both areas to institute actions that would reduce the possibility of a recurrence of this or other board impropriety. Beyond the direct financial costs of any self-dealing and the regrettable distraction from other normal and important program and operation matters that inevitably arise, this sort of incident would diminish the trust key stakeholders would invest in the school and that condition, including with the management company, would need to be addressed and relationships repaired to the degree possible.

Conflict of Interest

10. If you or your spouse know any of the other prospective board members. Explain the relationship.

Joyce H. Davis, is a friend of 20 years. We worked together on neighborhood betterment efforts in Bronx neighborhood of Mount Hope and as part of the Northwest Bronx Community and Clergy Coalition. Joyce was on the board of directors of the Mount Hope Housing Company, Inc. which employed me from 1987 – 1992. My wife, Elizabeth A. O'Leary has also known Joyce for over 15 years and Joyce was on the president of the Northwest Bronx Community and Clergy Coalition, Inc. when my wife served as its executive director. Through Joyce, my wife and I have met, Cheryl Forbes. I have met with Rev. Bush and in my current position at the Enterprise Foundation worked to provide technical assistance and a credit facility for the construction of the school.

11. If you or your spouse knows any people already known to be prospective school employees, please so indicate and describe the relationship.

Neither my wife nor I know any prospective school employees.

12. If you or your spouse knows anyone that plans to do business with the board please indicate and describe the relationship and the nature of the potential business.

Neither my wife nor I know anyone planning to do business with the school except Ms. Mary Dailey who is now providing resource development consulting services connection with the school and presumably might do so again in the future. I am not sure whether the contractual relationship with Ms. Dailey is with the church or the school entity. Ms. Dailey is a friend of over 15 years and a former colleague with the Northwest Bronx Community and Clergy Coalition.

13. If the school proposes to partner with an education service provider (company), please indicate if you or your spouse knows any employees of that provider. If your answer is yes, please indicate the individual and the nature of the relationship.

Neither my wife nor I know any employees, owners, or agents of the school's proposed educational service provider.

14. If the school will partner with an education service provider, do you or your spouse have a direct or indirect ownership, employment or management interest in the educational service provider?

Neither my wife nor I have a direct or indirect ownership, employment, contractual, or management interest the school's proposed educational service provider.

15. Please indicate if you anticipate conducting any business with the education provider, the school, or both. If so, please describe the potential relationship.

I do not anticipate conducting any business with the educational service provider or the school.

16. Please indicate if you foresee any potential ethical or legal conflict that would arise from your service on the school's board.

In asking me to join this board, and in entering into a consulting relationship with Mary Dailey, Walker Memorial Baptist Church is drawing upon longstanding relationships which began in a shared effort at neighborhood revitalization. The advantage to these relationships is that our values, commitment, and skills have been made evident to one another. The potential conflict of interest arises when a friend or acquaintance should be viewed dispassionately to decide performance or other related issues as a service provider. While these readily manageable issues, they could potentially diminish my performance as a board member if inappropriately addressed. Therefore, I would recuse myself from a decision involving Mary Dailey or anyone else whose friendship or acquaintance could conceivably pose a conflict of interest.

Educational Philosophy

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

I understand the school's mission and/or philosophy to be one founded on the conviction that the children in the neighborhood surrounding Walker Memorial have enormous potential which is best nurtured in a structured, challenging, and supportive environment that elicits their curiosity and encourages them to develop a strong, confident self-conception based on accomplishment. It is one that seeks to awaken aspirations and offer the means and encouragement to realize them.

18. Please indicate if you are familiar with the educational program that the school will utilize.

I understand the school proposes to utilize an educational program which emphasizes math and science and also offers foreign language, music and art during the school day. The math curriculum will be an implementation of Everyday Mathematics developed by the University of Chicago's School Mathematics Project. The science curriculum will use the McGraw Hill Science series. Both meet state and national curricular standards. Victory schools has a propriety area social studies curriculum emphasizing core knowledge areas which be used. Literacy will start with phonics in the earliest grades and progress through reading comprehensive and writing to literature appreciation.

19. Please indicate what you believe to be the characteristics of the school education plans the specific steps do you think the board of the school will need to take to ensure that this school is successful?

I believe the characteristics of a successful school are 1) a driving sense of shared purpose by students, teachers, parents, administrators, and board centered on learning and character formation; 2) evidence of constant support for that purpose in communications, furnishings, wall art, etc.; 3) A tone of standards and encouragement, leading to students to understand the challenge of learning, the fun, interest, and importance of it, and, critically, our confidence in their ability to succeed. A successful school is one in which students and parents understand the educational setting has a mission and they are there to flourish in it. This is different than general and therefore empty praise geared toward elevating "self-esteem", it's based on a positive belief about the specific children engaged in the school's educational program. A successful school understands that the most important decision made on school days is made by the student who concludes he is the sort of person who applies him/herself to learning tasks. That sense of purpose has to be constantly re-energized and re-transmitted by school leaders, teachers, staff and others.

Statement of Assurance

I, Brien R. O'Toole , certify to the best of my knowledge and ability that the information provided above is true and correct in every respect.



Signature Date 4/8/04

Brien R. O'Toole
[redacted]
[redacted] N.Y. [redacted]

The Enterprise Foundation
1999 to Present
Sr. Program Director, Economic Development and Special Initiatives (New York Region)

Responsible for Enterprise initiatives in brownfields development, economic development, urban and revitalization strategies. Member of regional management team. Responsible for Foundation's work in New Jersey, including lending, grant-making, training and technical assistance, funder and stakeholder relationships.

The Housing & Community Development Network of NJ
1995 to 1999
TA Provider, Training and Technical Assistance Unit

Delivered training and technical assistance to organizations statewide on organizational development, housing development, and community revitalization. Integrally involved in designing, developing, and implementing the Community Building Support Initiative and Funding Pool, now in place in over 10 sites across the state. CBSI and the CBFP provide in-depth technical support and $450,000 in grant support annually to CDCs to strengthen their connections with local stakeholders.

The Northwest Bronx Community & Clergy Coalition Related
Executive Director - -- 1992 to 1994

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Led the one of the country's most productive community revitalization efforts with $2mm in annual revenue. Program/issue areas included public safety, housing preservation/ weatherization, youth development, utility rates, and mortgage speculation.

The Mount Hope Housing Company -- 1987 to 1992
Founding Executive Director (Bronx, New York)
From inception, MHHC developed over $55mm in gut renovated affordable housing, renovated hundreds of occupied units, managed over 800 apartments, and developed social services programming for over 150 households resettled from the NYC shelter system.

The Northwest Bronx Community & Clergy Coalition -- 1984 to 1987
Lead Organizer, The Mount Hope Organization (Bronx, New York)
Organized tenant and block associations as well as umbrella neighborhood group. Staff work included extensive issue research, leadership development, and resident mobilization. Groups won significant victories in public safety, housing, and open space issues.

The U.S. Peace Corps -- 1980 to 1982
Volunteer, Morocco
Taught vocational education, built educational facilities and community projects.

M.S. Social Research -- 2001
Hunter College, City University of New York
Course work in Statistics, Program Evaluation, Social Theory, Survey and Other Research Methodology.

B.A. Philosophy -- 1979
Union College, Schenectady, New York
Course work in the social sciences. Member Student Forum, All-College Senate, and College's Board of Trustees

27. Please provide a set of by-laws for the proposed school, which includes the charter school's method for appointment/election of trustees and the length of the terms established for each trustee position.

The by-laws for the school are provided, **Exhibit D**

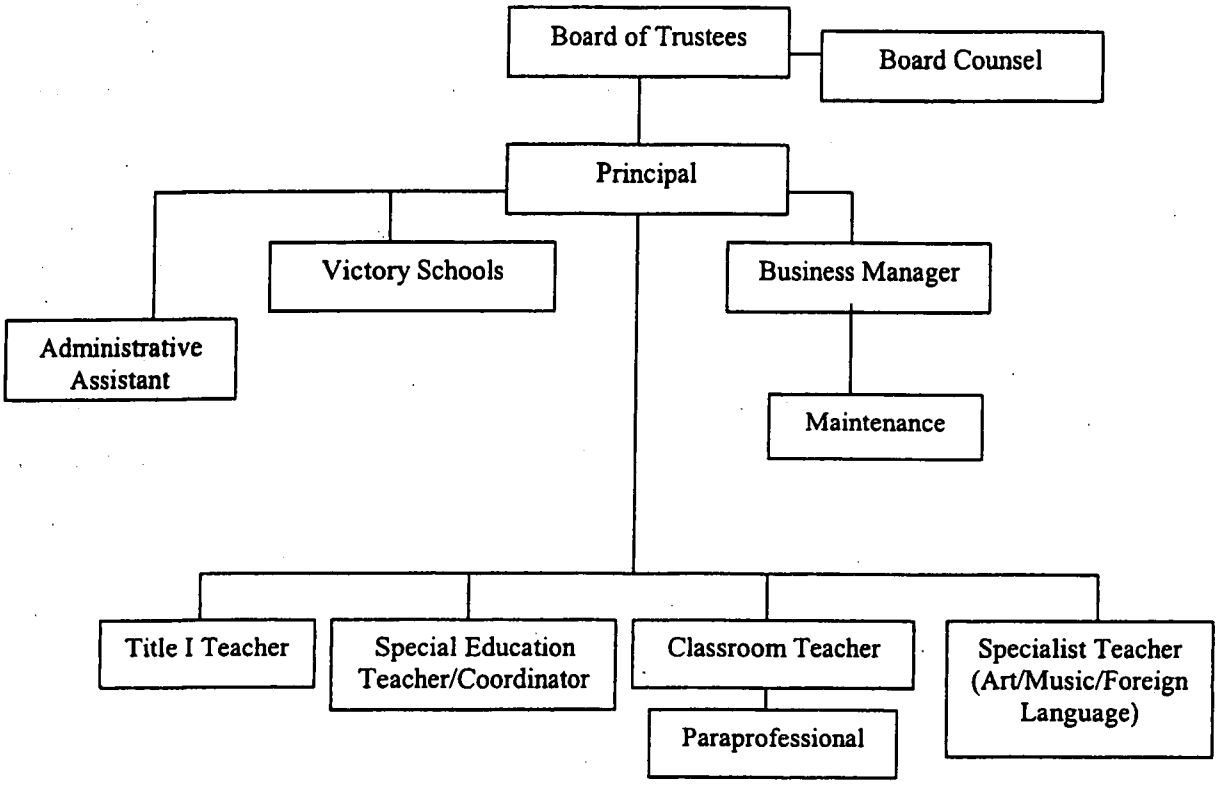
Attachment 28

Attach a description of the responsibilities and obligations of the charter school trustees.

The board of trustees' most important role is to carry out the mission and vision of the school and exercising "final authority for policies and operational decisions of the school" [Educational Law §2854 (I)(f)]. The board of trustee responsibilities and obligations include, but are not limited to, the following: (i) developing and approving school policies, such as, curriculum design, budget policies, board of trustee's code of ethics, and personnel policies; (ii) monitoring the effectiveness of the educational program and educational outcomes, including review of the New York State assessments and ITBS; (iii) approving the annual school operating budget and monitoring financial outcomes; (iv) select, hire, supervise, and dismiss the school principal; (v) receiving and reviewing reports on academic, operational, and financial performance; (vi) maintaining open communication with parents, the community, and the general public; (vii) maintaining procedures to receive complaints, concerns, and praises from parents and the general public; (viii) adhering to the Open Meetings Law [Education Law §2854(I)(e)] [Article 7 of the Public Officers Law §100 et seq.]; (ix) visiting the school, (x) meeting at least 10 times a year, and (ix) fundraising for the school.

Attachment 29

Provide an organizational chart for the school and a narrative description of the chart. The materials supplied should indicate clearly the reporting structure of staff to the board of trustees and staff to the director(s). If the charter school would contract with a company for management services, explain the company's role in the organizational structure of the school.



Board

As the organizational chart shows, the board maintains ultimate governing authority for the Academy. The board's role is to carry out the mission and vision of the school and exercising "final authority for policies and operational decisions of the school" [Educational Law §2854 (1)(f)].

Board Counsel

Board Counsel will be independent from the management company. They will advise the board on all legal matters pertaining to the Academy.

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School Principal

- Accountable to the Board for overall academic and financial performance, including implementing all aspects of the charter application.
- Recruit, select and hire all staff.
- Supervise, evaluate, and dismiss all staff.
- Responsible for day-to-day operations, including personnel, business administration, and general operating processes, with support from Victory.
- Responsible for managing all aspects of starting-up the school, with support from Victory.
    - Enrolling students, hiring staff, providing training; procuring curriculum materials, books and classroom computers.

Victory Schools

- Victory will report to and will be supervised by the Principal. Accountable to and under the direct supervision of the Principal for all support services outlined in the management agreement.
- Support Principal with day-to-day operations, including personnel, business administration, and general operating processes.
- Support Principal in the administration of recruiting, selecting and hiring staff.
- Support the Principal in managing all operational agreements, e.g., food service and transportation.
- Support Principal with managing all aspects of starting-up
    -Enrolling students, hiring staff, providing training; procuring curriculum materials, books and classroom computers.

Business Manager

The business manager will report to and will be supervised by the principal. The business manager will be responsible for all financial and business affairs with support from Victory Schools.

Classroom Teachers

Classroom teachers will report to and will be supervised by the principal. They will be responsible for creating a classroom environment conducive to optimizing teaching and learning.

Specialist Teachers

Specialist Teachers will report to and will be supervised by the principal. They will be responsible for implementing the music, visual art, and foreign language programs. They will create a classroom environment conducive to optimizing teaching and learning.

Special Education Teacher/Coordinator

Special Education Teacher/Coordinator will report to and will be supervised by the principal. They will provide direct special education services to students and will work with teachers, Principal, parents and CSEs to implement, and monitor Individualized Education Plans (IEPs).

Title 1 Teacher

Title 1 Teacher will report to and will be supervised by the principal. They will be responsible for designing and implementing the Title I Program and remediation for students falling behind in any aspect of curriculum.

Paraprofessionals

Paraprofessionals will assist the teaching staff to create a classroom environment conducive to optimizing teaching and learning. They will report to and will be supervised by the teaching staff.

Administrative Assistant

The administrative assistant will report to and will be supervised by the principal. The administrative assistant will assist the principal with administrative tasks as needed, including photocopying, phone calls, organizing papers and any other activity requested.

Maintenance staff

Maintenance staff will be responsible for maintaining the school facility. They will report to and will be supervised by the business manager.

Attachment 30

Attach the code of ethics of the charter school. The code of ethics must include a comprehensive and formal conflict of interest policy with specific procedures for implementing the policy and assuring compliance therewith. The code of ethics and conflict of interest policy must be written to apply to trustees, officers and employees of the school.

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

2. Not more than 49 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest, (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees.

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

or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program.

5. Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

   a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

   b) Individuals associated with an educational entity (including but not limited to schools of education) some of whose faculty may be providing paid services directly or indirectly to such charter school;

   c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

   d) Members of the faculty of the charter school.

8. In no instance shall a trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any entity shall hold no more than 40 percent of total seats comprising the Board of Trustees.

10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.

11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.

12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth $50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.

13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Attachment 31

Attach the proposed student admission policy and procedures for the charter school. This policy should include, at a minimum, the following information:

- **the required anti-discrimination criteria and allowable admission preferences;**
- **the schedules application and enrollment periods for the first and subsequent years, including the approximate date in each year on which you intend to hold the lottery, if necessary;**
- **an outreach plan including strategies for publicizing the school and recruiting prospective students;**
- **the specific targeted student population (if any);**
- **the step-by-step procedures to be implemented in the event timely applications for admission exceed the available spaces, including who will conduct the lottery, the precise manner in which the lottery will be conducted, and measures that will be taken to ensure that the admission process adheres to § 2854(2); and**
- **the procedures for student withdrawal from the school.**

The school will adhere to the provisions of Section 2854 (2) of the Education Law to guide the admission policies and procedures.

Anti-discrimination and Admissions Preferences

As per §2854(2)(a) and (b), the school will be open to any student who is qualified under the laws of New York for admission to a public school. Admission of students will be not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, ancestry, proficiency in English or any other ground that would be unlawful. In short, there will be no admission requirements and no tests of any sort will be given to determine whether or not admission will be granted.

Every student will be enrolled who submits a timely application space permitting. If the number of applications exceeds the school's capacity per grade level or building-wide, the applicants will be selected on the basis of an open lottery. Preference will be given to students residing in the

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school district in which the school building is located, to siblings of students already enrolled in the school, and to students returning to the school in any subsequent years of operation.

Outreach Plan

Upon approval of the charter, the school will begin an extensive outreach effort in the local community and will not be selective in any way. A recruiting team composed of board members, Victory staff, local volunteers, and school staff will be formed to focus exclusively on this effort.

The goal of the outreach plan is to provide as much information as possible to families who may be interested in enrolling their child. To achieve this end, information kits, containing brochures, flyers, application forms, and vital school information, will be distributed throughout the community. These information kits, translated in English and Spanish, will be available at local businesses, day care centers, social service agencies, any institution serving families with young children, and mailed to families with school age children. In addition, the school will advertise in the local newspaper and hold a series of information sessions in the community, which will include open houses and recruitment fairs.

Specific Targeted Student Population

None

Application Process

In the first year, the enrollment period will begin upon approval of the charter and cease June 30th of that same calendar year. In subsequent years, the enrollment period will begin on January 1st and cease April 30th of that same calendar year. As discussed above, school information kits, including applications, will be widely available.

The application process begins when a parent or guardian completes an application form. It will provide the school with basic information about their child, such as, name, address, date of birth, and number of siblings applying to the school. All applications must be received on or before the application deadline. Once received, it will be time-stamped, photocopied to a separate

secured file, and entered into a database. All information provided on the application will be verified with the applicant's family, especially, the student's age, address, and sibling status. After an application has been deemed complete and accurate, a confirmation card will be mailed indicating the receipt of the application.

Please note that applications received after the deadline will be entered into the database on first-come, first-serve basis. If a lottery has not been held, applicants will be admitted to the school by grade in the order in which their applications were received. If a lottery has been held, these applicants will be placed on a waiting list beginning after the last person in each grade who was selected by lottery. The school will inform parents of their status on the waiting list.

Lottery

In the event there are more applications than seats available for any given grade level at the end of the enrollment period, a lottery will be held for that grade level. All applicants will be contacted by phone and mail to notify them of the date, time and location. It will be held at an appropriate time for parents, such as a weekday evening, and at or near the location of the school. The lottery will be open to all interested parties and to the general public. In the second and subsequent years, the lottery will be held prior to March 1.

The lottery will be held in full view of the public. There will be one index card per applicant with their name, address, sibling status, and grade level. Each card will be placed in a box representing a grade level. One card will be selected from each box beginning with the lowest grade and continued to the highest-grade level for that lottery. The process will then repeat until all available spaces have been filled at each grade level. If there are cards still remaining, the process will be repeated to produce a waitlist. As each card is selected, it will be read aloud and placed on a poster board for public display. The card will then be handed to the record keeper, who will number the card and place it in a file.

Within 48 hours after the lottery has been held, letters will be mailed to all families, indicating whether the child was admitted or has been placed on a wait list.

Registration

For students who have been admitted, parents will be requested to register their child by June 30th . The registration form will include emergency contact information, immunizations status, and other pertinent information. If a family has not responded by the registration deadline date or has chosen another school, the next child on the wait list will be notified regarding their admission to the school.

Withdrawal

Once the school receives notification from a parent or guardian regarding the child's withdrawal from the Academy, the school secretary will confirm the withdrawal in writing with the parent or guardian. The Academy will call the child's new school to confirm enrollment and date of first attendance. Student records will be forwarded to the new school upon an official request.

Attachment 32

Attach the charter school's student discipline rules and procedures for regular education students. If your school is to have a provision for suspension and expulsion, include as well the procedures and policies for implementing alternative instruction.

To ensure that an environment is created where teaching and learning can flourish, the Academy has developed a series of rules that address proper student behavior, maintenance of order within the school and while people are engaged in school activities, and a statement of student rights and responsibilities.

School staff will ensure that parents, guardians, and students are well informed of these policies both before enrollment and at the time students sign up for entry into the Academy. As such, students will not be surprised about what type of behavior is expected from them, and parents will be reassured about the type of classroom environment that will be maintained at the Academy.

It is crucial that staff have a full understanding of the school's discipline policy, are clear on recognizing situations in which student's behavior is in proper accordance with the policy and when the code has been violated, and are versed in the various procedures and policies surrounding varying degrees of infractions of the policy. All staff will be provided with professional development on school discipline issues, in particular implementing the discipline policy as well as implementing overall consistent and effective behavior management and discipline strategies in the classroom and in the greater school community. The school has made provisions for professional development, which includes teacher and staff training in this area as close to the start of the school year as possible or shortly upon their engagement with the school, if they are hired during the school year. Follow-up training throughout the year will be provided if deemed necessary.

I. Student Disciplinary Code

This Code sets forth a disciplinary policy consistent with the one the Academy intends to follow regarding how students are expected to behave when participating in school activities, on and off school grounds, and how the school will respond when students fail to behave in accordance with these rules.

In all disciplinary matters, students will be given notice and will have the opportunity to present their version of the facts and circumstances leading to the imposition of disciplinary sanctions to the staff member imposing sanctions. Depending on the severity of the infraction, disciplinary responses include suspension (short or long term), detention, exclusion from extracurricular activities, and expulsion. Where appropriate, school officials also will contact law enforcement agencies.

A "user friendly" version of the school's discipline policy will be drafted for parents, students, and guardians and will be distributed to families and will be displayed in the school building,

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A. Definitions

For purposes of this Code:

- **"Short term suspension"** shall refer to the removal of a student from school for disciplinary reasons for a period of five days or fewer;
- **"Long-term suspension"** shall refer to the removal of a student from school for disciplinary reasons for a period of more than five days;
- **"Expulsion"** shall refer to the permanent removal of a student from school for disciplinary reasons.

B. Short Term Suspensions

A student who is determined to have committed any of the infractions listed below shall be subject minimally on a short term suspension, except the school principal may modify each suspension requirement on a case by case basis, if such modification is in writing. Such student also may be subject to any disciplinary measure set forth in Part D of this Code, and, depending on the severity of the infraction, a long-term suspension also may be imposed and referrals to law enforcement authorities may be made, as appropriate.

Disciplinary Infractions

- Attempt to assault any student or staff member.
- Vandalize school property causing minor damage.
- Endanger the physical safety of another by use of force or threats of force which reasonably places the victim in fear of imminent bodily injury.
- Engage in conduct which disrupts school or classroom activity or endangers or threatens to endanger the health, safety, welfare or morals of others.
- Engage in insubordination.
- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions.
- Cheat on exams or quizzes, or commit plagiarism.
- Use forged notes or excuses.
- Steal, attempt to steal, or possess property known by the student to be stolen.
- Commit extortion.
- Engage in gambling.
- Drive recklessly on school property.
- Trespass on school property.
- Abuse school property or equipment.
- Use obscene or abusive language or gestures.
- Engage in acts of sexual harassment, including, but not limited to sexually related physical contact or offensive sexual comment.
- Make a false bomb threat or pull a false emergency alarm.
- Possess tobacco or alcohol.

- Possess radios, Walkman, Diskman, pagers, beepers, cellular telephones, or other personal electronic not being used for instructional purposes.
- Wear inappropriate, insufficient, or disruptive clothing or attire, and/or violate the student dress code.
- Refuse to identify himself or herself to school personnel.
- Repeatedly commit minor behavioral infractions which, in the aggregate, may be considered an infraction subject to formal disciplinary action.
- Commit any other act which school officials reasonably conclude warrants a disciplinary response.

Procedures and Due Process for Short Term Suspensions

The school principal may impose a short-term suspension and shall follow due process procedures consistent with Goss v. Lopez, 419 U.S. 565 (1975). Before imposing a short –term suspension, or other, less serious discipline, the school principal shall provide notice to inform the student of the charges against him/her, and if the student denies the charges, an explanation of the evidence against the student. A chance to present the student's version of events shall also be provided.

In the event of the imposition of a suspension, the student will be notified if it is to be served in school or out of school. The school principal also shall immediately notify the parent(s) or guardian(s) in writing that the student has been suspended from school. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of suspension at the last known address. Where possible, notification also shall be provided by telephone if the school has been provided with a contract telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident or incidents which resulted in the suspension and shall offer the opportunity for an immediate informal conference with whoever has imposed the suspension. The notification and informal conference shall be in the dominant language used by the parent(s) or guardian(s) whenever possible.

The school principal's decision to impose a short term suspension or removal may be appealed first to the Discipline of the Board Trustee of Grand Concourse Academy and next to the chartering entity in accordance with §2855(4) of the State Education Law.

C. Long Term Suspensions

A student who is determined to have committed any of the infractions listed below shall be subject minimally to a long term suspension, unless the Discipline Committee of the Board of Trustees determines that an exception should be made based on the circumstances of the incident and the student's disciplinary record. Such students may also be subject to any of the disciplinary measures set forth in Part D, to referral to law enforcement authorities, and/or expulsion.

Disciplinary Infractions

- **Possess, use, attempt to use, or transfer any firearm, knife, razor blade, explosive, mace, tear gas or other dangerous object of no reasonable use to the student at school.**
  - Commit or attempt to commit arson on school property.
  - Possess, sell, distribute or use any alcoholic beverage, controlled substance, or marijuana on school property or at school sponsored events.
  - Intentionally cause physical injury to another person, except when the student's actions are reasonably necessary to protect himself or herself from injury.
  - Vandalize school property causing major damage.
  - Commit any act which school officials reasonably conclude warrants a long term suspension.
  - Make false bomb threats or pull a false emergency alarm.

In addition, a student who commits any of the acts listed in Part II, which would ordinarily result in a short-term suspension, may instead or in addition, be subject to a long-term suspension at the discretion of the Discipline Committee of the Board of Trustees.

Federal and State law require the expulsion from school for a period of not less than one year of a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, except that the Principal may modify such expulsion requirement for a student on a case by case basis, if such modification is in writing, in accordance with the Federal Gun-Free Schools Act of 1994 (as amended). "Weapon," as used in this law means a "firearm," as defined by 18 USC §8921, and includes firearms and explosives. (New York Education Law §3214(3)(d) effectuates the Federal Law).

Procedures for Due Process for Long-Term Suspensions

The Discipline Committee of the Board of Trustees may impose a long-term suspension. Such a suspension may be imposed only after the student has been found guilty at a formal suspension hearing. In extreme circumstances, the Principal may expel the student from school. Upon determining that a student's action warrants a possible long-term suspension the Principal shall verbally inform the student that he or she is being suspended and is being considered for a long-term suspension (or expulsion) and state the reasons for such actions. The school principal also shall immediately notify the student's parent(s) or guardian(s) in writing. Written notice shall be

provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of suspension at the last known address. Where possible notification also shall be provided by telephone if the school has been provided with a contract telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident or incidents which resulted in the suspension and shall indicate that a formal hearing will be held on the matter which may result in a long-term suspension (or expulsion). The notification shall be in the dominant language used by the parent(s) or guardian(s) when possible. At the formal hearing, the student shall have the right to be represented by counsel, question witnesses, and present evidence.

If the suspension proceeding is commenced, the Discipline Committee of the Board of Trustees shall personally hear and determine the proceeding or may, in their discretion, designate a hearing officer to conduct the hearing. The hearing officer's report shall be advisory only and the Principal may accept or reject all or part of it. The decision of the Discipline Committee of the Board of Trustees, after the formal hearing to impose a long-term suspension or expulsion, may be appealed first to the Board of Trustees.

D. Additional Disciplinary Measures

The disciplinary measures listed below may be imposed in addition to short-term or long-term suspension, or , if an exception has been made by the school principal to the imposition of a minimum suspension, in place of such suspension. Behavior not listed in Part A or Part B of this Code but determined by appropriate school staff to warrant disciplinary action, including but not limited to missing classes without permission and arriving late to class without a reasonable excuse, also may be subject to these additional disciplinary measures.

In-school suspensions and suspensions of transportation may be imposed in addition to short-term or long-term suspensions or, if an exception has been made by the school principal or a teacher, who must inform the school principal of such action within a reasonable time.

Behavioral Contract

School staff may design written agreements with students subject to punishment under this code to identify target behaviors, define expectations, and describe consequences, provided that the affected student and his or her parent(s) or guardian(s) are informed that the decision to enter into such a contract is voluntary and shall not determine the child's admission or retention at the Academy.

Detention

After notice to the student and parent(s) or guardian(s), and provided that there is no objection from the parent(s) or guardian(s) and the student has appropriate transportation home, a student may be detained after school in detention.

Loss of School Privileges

After notice to the student and parent(s) or guardian(s), a student may be suspended from participation in any or all-extracurricular activities. The student and parent(s) or guardian(s) shall be given an opportunity to meet informally with the school principal or teacher involved. IF possible, the Principal or teacher involved shall hold any requested meeting prior to imposing the suspension from participation in extracurricular activities.

In-School Short-Term Suspension

Students may be temporarily removed from the classroom and placed in another area of the school where the student will receive substantially equivalent education. The student had his parent(s) or guardian(s) will be given a reasonable opportunity for an informal conference regarding such suspension with whoever was involved in imposing the suspension.

Suspension from School Transportation

As the result of misconduct occurring on a bus or other student transportation, and after notice to the student and his or her parent(s) or guardian(s), a student may be suspended from school transportation. When such action amounts to a suspension from attending school because of the distance between home and school and the unavailability of alternative public or private transportation the school will make appropriate arrangements for the student's education.

E. Provision of Services During Removal

To the extent required by law, the Academy will ensure that alternative educational services will be provided to a child who has been suspended or removed from school to help that child progress in the school's general curriculum. For a student who has been suspended, alternative instruction will be provided to the extent provided by law and as consistent with the practice of the surrounding school districts during the period of suspension, for a student who has been expelled, alternative instruction will be provided in like manner as a suspended student until the student enrolls in another school or until the end of the school year, whichever comes first.

Alternative instruction will be provided to students suspended or expelled in a way that best suits the needs of the student and the school on a case-by-case basis. Instruction for such students shall be sufficient to enable the student to make adequate academic progress, and shall provide them the opportunity to complete the assignments, learn the curriculum, and participate in assessments. Instruction shall take place in one of the following locations: the child's home, a contracted facility (e.g. in the school district of location), or a suspension room in the Academy. Instruction will be provided by one or more of the following individuals in consultation with the

student's teacher(s): teacher aide or trained volunteers, individuals with the contracted facility, a tutor hired for this purpose.

II. Maintenance of Public Order on School Property

The following rules shall govern the conduct of students, teacher, staff, licenses, invitees, and other person, whether or not their presence is authorized on all property or facilities operated under the auspices of the Academy.

These rules and penalties are not to be considered exclusive or to preclude in any way the prosecution and conviction of any person for the violation of any federal, State or local law, rule, regulation or ordinance or the imposition of a fine or penalty provided for therein. Additionally, these rules and regulations should be construed to limit, but rather exist in conjunction with any other codes of conduct established for the school, such as a disciplinary code and/or a bill of student rights and responsibilities.

A. Prohibited Conduct

No person, either singly or in concert shall:

1. **Willfully cause physical injury to any other persons, or threaten to sue force which would result in such injury.**

2. Physically restrain or detain any other person, no remove such person from any place where he or she is authorized to remain, except as necessary to maintain the established educational process.

3. Willfully damage or destroy school property, nor remove or use such property without authorization.

4. Without permission, express or implied, enter into any private office or classroom of an administrative officer, teacher or staff member.

5. Enter or remain in any building or facility for any purpose other than its authorized use or in such a manner as to obstruct its authorized use by others.

6. Without authorization, remain in any building or facility after it is normally closed, nor without permission enter any building or facility prior to its normal opening.

7. Refuse to leave any building or facility after being required to do so by the Principal or an authorized administrative officer or his for her designee.

8. Willfully obstruct or interfere with the free movement of persons and vehicles.

9. Deliberately disrupt or prevent the peaceful and orderly conduct of classes, lectures, and meetings or deliberately interfere with the freedom of any person to express his or her views, unless such disruption is necessary to maintain order of the educational process.

10. Possess on school property any rifle, shotgun, pistol, revolver, knife, chain, club or other weapon, whether or not the person has a license to possess such weapon. Further its is the duty of the Principal to inform the police of the presence or use of any such weapon or implements used as weapons on school property.

11. Commit acts which threaten the safety and welfare of persons on school property.

12. Violate any federal or State statute or regulation, local ordinance or school policy.

13. Possess, use or distribute alcohol, drugs or drug paraphernalia.

14. Harass or coerce any person.

15. Refuse or fail to comply with a lawful order or direction of a school official in the performance of his or her duty.

16. Distribute or post on school property any written material, pamphlets or posters without the prior approval of the Principal.

B. Penalties and Enforcement

Penalties for violations of these rules include, but are not limited to:

- the withdrawal of authorization to remain on school property;
- ejection;
- arrest;
- for students, suspension or other disciplinary action; and
- for school employees, dismissal or other disciplinary action.

Staff members are required to report known violations of these rules to the school principal and to make reasonable efforts to stop the prohibited conduct. The Principal is responsible for the enforcement of these rules.

Attachment 33

Please provide the discipline policy that the school will enact for students with disabilities.

Discipline Procedures for Special Education Students

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

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

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

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

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

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

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

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a. The commission of an infraction by a student with a disability who has previously been suspended for the maximum allowable number of days.

b. The commission of any act resulting from the student's disability.

c. The commission of any infraction by a disabled student, regardless of whether the student has previously been suspended during the school year if, had such infraction been committed by a non-disabled student, the Principal would seek to impose a suspension in excess of five days.

Disciplinary Procedures for Students Not Yet Formally Identified as Disabled

A student not specifically identified as having a disability but whose school district of residence or charter school has a basis of knowledge (in accordance with 34 CFR §300.527(b)) that a disability exists prior the behavior which is the subject of the disciplinary action may request to be disciplined in accordance with these provisions.

Provision of Services During Removal

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

During the school year, any subsequent removal that – combined with the previous removals – equals ten or more school days but does not constitute a change in placement, services must be provided to the extent determined necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. In these cases, school personnel, in consultation with the child's special education teacher, shall make the service determination. During any removal for drug or weapon offenses [pursuant to 34 CFR §300.520(a)(2)] services will be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. These service determinations will be made by the CSE of the student's district of residence. The school will place students in interim alternative educational settings as appropriate and mandated by 34 CFR §300.520(a)(2).

During any subsequent removal that does constitute a change in placement but where the behavior is not a manifestation of the disability, the services must be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goal of his or her IEP. The CSE of the student's district of residence will make the service determination.

CSE Meetings

Meetings of the CSE of the student's district of residence to either develop a behavioral assessment plan or, if the child has one, to review such plan are required when: (1) the child is removed from his or her current placement for more than then school days in a school year, and (20 when commencing a removal which constitutes a change in placement.

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

Due Process

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

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

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

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

Attachment 34

If the charter school would implement a dress code policy, provide such policy including a description of how the cost of any uniform would be covered for parents unable to afford them.

All students are expected to give proper attention to personal cleanliness and to dress appropriately for school and school functions. The Academy will adopt a school uniform dress code for its students. Each student must wear the school uniform throughout the entire school day unless otherwise instructed by a staff member. Students and their parents have the primary responsibility for ensuring that the student is dressed in the school uniform every school day. Teachers and all other Academy personnel should exemplify and reinforce acceptable student dress and help students develop an understanding of appropriate appearance in the school setting.

The principal or his/her designee will be responsible for informing all students and their parents of the student dress code at the beginning of the school year and any revisions to the dress code made during the school year.

Students who violate the student dress code will be required to modify their appearance by covering or removing the offending item and, if necessary or practical, replacing it with an acceptable item. Any student who refuses to do so shall be subject to discipline, up to and including in-school suspension for the day. Any student who repeatedly fails to comply with the dress code shall be subject to further discipline, up to and including out of school suspension.

The school will assist with providing uniforms at no charge to families unable to afford them.

Attachment 35

Provide a description of the food services to be provided by the charter school.

The Academy plans to contract with a private vendor to provide food services, such vendors may include Preferred Meals, Marriot, and Daka. The school assumes that all meals will be prepared by the vendor off-site and delivered and served at the school daily. The school will have a pantry area that will include refrigerators, storage cabinets, and basic warming trays to serve hot lunches. All meals provided will meet nutritional requirements, including dietary guidelines as suggested by the USDA.

The Academy will participate in the U.S. Department of Agriculture's school breakfast and lunch program, which provides free or reduced price lunches for children of low-income households. Students not eligible for free or reduced lunch status will be required to pay full price. Alternatively, a child could choose to bring meals from home.

Attachment 36

Describe plans for health services to be provided by the charter school, or options under consideration.

The Academy will work closely with the New York City Department of Health and the Bureau of School Children and Adolescent Health, to ensure that appropriate health services are provided to all students attending the school. The business manager will request health services in writing in sufficient time to permit inclusion of such services in the budgetary and work plans, and will confer with the appropriate officials to determine the best time to file such a request. In accordance with the New York State Education Law, the Academy will provide all of the permanent, non-consumable facilities and equipment required, e.g., room, furniture, files, scale, telephone and utilities. We will also ensure the proper storage and disposition of health records.

New Students

New students will be tested for hearing and vision screening. A review of student immunizations requirements and the proper supporting documents shall be completed for all new students, applying the requirements indicated below.

Immunization Requirements

Each student entering the school will be required to provide a certificate of immunization at the time of registration or on the first day of school. In order to allow students to enter or attend school, parents or guardians will be required to present documentation that their child has received all required doses of vaccines or that their child has received at least one dose of each of the required vaccines and is waiting to receive the subsequent doses at the appropriate time.

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

The school will meet all New York State immunization requirements for school entrance/attendance in New York City.

Defibrillator

The Charter School, in accordance with §917 of the Education Law, maintains on-site automated external defibrillator (AED) equipment to ensure ready and appropriate access for use during emergencies and shall ensure that a staff member is trained in the operation and use of such equipment for use in the school and at any school-sponsored events at other locations.

37. Attach the proposed school's policies and procedures for complying with the New York State Freedom of Information Law (Article 6 of the New York Public Officers Law).

The Academy policies and procedures for complying with the New York State Freedom of Information Law (Article 6 of the New York Public Officers Law) are provided as **Exhibit E.**

38. Attach the proposed school's policies and procedures for complying with the New York State Open Meetings Law (Article 7 of the New York Public Officers Law).

The Academy policies and procedures for complying with the New York State Open Meetings Law (Article 7 of the New York Public Officers Law) are provided as **Exhibit F.**

Attachment 39

Attach the policies of the charter school's board of trustees for handling complaints from individuals or groups.

Complaint Procedures

Any individual or group may bring a complaint to the Academy's Board of Trustees alleging a violation of any law, including the Charter Schools Act or of the school's charter. The complainant must follow the following steps:

1. Contact the child's teacher in writing or verbally;
2. If unsatisfied with the response or if the complaint does not concern the child's teacher, he/she can contact the principal. The principal may, in his or her discretion, may require the complaint be submitted in writing. The principal may also, in his or her discretion, conduct an investigation into the complaint.
3. If the complainant is unsatisfied with the response of the principal, a written complaint can be submitted to the Board of Trustees of the Academy. The Board of Trustees will make every effort to respond to the compliant in a timely manner, not to exceed 30 business days. To help insure a thorough and timely response, the complaint should include: (i) a detailed statement of the nature of the grievance, (ii) what response, if any, was received from the principal and/or teacher; (iii) copies of any correspondence between complainant and the principal and/or teacher; (iv) what action or relief the complainant is seeking; and (v) the complainant's name, address and telephone number.
4. If the complainant is unsatisfied with the response of the Board of Trustees, and the complaint alleges a violation of law or a provision of the school's charter, the complainant may submit the complaint in writing to the Charter Schools Institute. The address of the Charter Schools Institute is:

   Charter Schools Institute
   Attn: Grievance Desk – 4th Floor
   74 North Pearl Street
   Albany, New York 12207

5. To help insure a thorough and timely response from the Charter Schools Institute, the complaint should include: (i) a detailed statement of the nature of the grievance (including the law or provision of the charter that the allege has been violated), (ii) what response, if any, was received from the Board of Trustees of the Academy; (iii) copies of any correspondence between the complainant and the Board of Trustees; (iv) what action or relief the complainant is seeking; and (v) the complainant's name, address and telephone number.

6. If the complainant is unsatisfied with the Charter Schools Institute's response to the complaint, the complainant has the right to "appeal" to the New York State Board of Regents. The address for the Board of Regents is:

Charter Schools Unit
State Education Department
Albany, New York 12234

The State Education Department has its own guidelines and procedures for reviewing complaints. Therefore, the complainant should consult the Charter Schools Unit at the State Education Department before submitting the complaint to them.

Attachment 40

In the event of the dissolution of the charter school, attach the procedures that the school would follow for the transfer of student records and for the disposition of school assets.

In the event of closure or dissolution of the Academy, the school will make the following provisions for the transfer of student records and for the disposition of school assets.

1) All student records will be delivered, by hand, to the appropriate district official at the New York City Department of Education (NYCDOE).
2) The principal or the business manager will be designated to coordinate the transfer of students with the appropriate district official.
3) The board of trustees will hold two public meetings within the month before dissolution or closure to provide information to parents.
4) The trustee treasurer will be designated as the steward of the school's financial and operational records.
5) An escrow account will be established of $25,000 for legal and audit expenses associated with dissolution or closure and will budget for this amount in the first year.
6) School assets will be transferred by vehicle to another charter school in the New York City school district or to the New York City school district in which the school is located. The school assets will be disposed at fair value and proceeds used to retire any outstanding debts. In the event that proceeds from asset sales exceed the school's outstanding obligations, the proceeds will be donated to another charter school in the district.

41. Attach a copy of the proposed school's personnel policies. The attached policies should include at least the following information:

- **the procedures for hiring and dismissing school personnel;**
- **the school's qualifications for hiring teachers, school administrators and other employees; and**
- **a description of responsibilities for staff members.**

A copy of the Academy's personnel policies are provided, **Exhibit G.**

Attachment 42

Provide a roster of instructional staff for the school for each year of the charter that you are seeking. The roster should indicate and identify classroom teachers, and any teaching aides or assistants, as well as any specialty teachers. In addition, the roster should identify the number of instructional personnel in each classroom, e.g., one teacher, one teaching assistant, one paraprofessional for each class. Please indicate as well whether the charter school intends to utilize the limited waiver regarding teacher certification permitted by § 2854(3)(a-1). If so, indicate your understanding of the limitations of that waiver.

A roster of instructional staff for the Academy is presented below. Kindergarten through fourth grade will have one teacher per class and one paraprofessional a portion of the day.

Roster: Instructional Staff	*Year 1*	*Year 2*	*Year 3*	*Year 4*	*Year 5*
Classroom Teachers	7	9	11	11	11
Title 1 Teacher	.8	1	1	1	1
Special Education Teachers/ Coordinator	1	1	1.5	1.5	1.5
Specialist Teachers	1	1	1.8	1.8	1.8
Paraprofessional	3.5	4	5.5	5.5	5.5

In accordance with § 2854(3)(a-1) of the statute, the Academy's teaching staff will not include more than 30% or five teachers, whichever is less, without certification. Specifically, the school will have no more than 3 teachers without certification. Teachers without certification will satisfy the statutory criteria of at least three years of teaching experience, tenured college professor (or on track), two years of experience with Teach for America, or exceptional business, professional, artistic, athletic, or military experience.

Attachment 43

If the charter school would have more than 250 students in the first year of operation, indicate whether you are requesting a waiver from the requirement that instructional employees must be members of the existing collective bargaining organization in the school district where the charter school would be located.

The school will not have more than 250 students in the first year of operation.

Attachment 44

Detail a start-up budget for the charter school, including the planned timetable, assumptions for revenue and expenditures, and documentation of start-up revenue. For any funds in the school budget that are provided by an outside source, please provide a letter of commitment detailing the amount and uses for the funding.

A start-up budget is included in the following pages. Importantly, given that the school facility will be delivered in a "turn-key" manner, no funds will be required to complete the facility build-out. Other initial expenditures, such as curriculum supplies, textbooks, furniture and computers will be ordered during the start-up phase, but will not be delivered until July or August, with expected 30-day payment terms. Payment can therefore easily be made out of regular operating revenues that will be received on July 1 and September 1. Training costs for staff will be incurred in late August and paid in early September on the first payroll.

Total expenditures during the start-up phase are expected to be $32,292, which represents two-months salary, taxes and fringe benefits for the principal and business manager. We expect to hire these key individuals as of May 17 to begin start-up work. Remaining start-up activities will be carried out by the Principal.

The school expects to seek available start-up grant funding from a variety of sources. In the start-up budget we assume the school will be awarded a federal PCSP grant of $150,000. The budget assumes $30,000 by the end of June and $30,000 per month in matched eligible expenses in July, August, September, and October. In addition, New York City is now offering start-up grant assistance to all new charter schools, approximately $70,000. No letter of commitment has been obtained at this time, but would be sought upon grant approval.

Total initial capital expenditures are expected to be $246,250. As discussed above, these costs will be financed out of Year 1 operating revenues. If necessary, start-up grants or a short-term operating loan from Victory will be used to finance the near-term cash flow deficit. However, most expenditures are expected to be made after the receipt of initial revenue payments.

Capital Expenditure Assumptions (total)

- $250 per child in furniture and fixtures x 275 students = $68,750
- $400 per child in curricular purchases x 275 students = $105,000

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- 60 workstations x net cost of $1,200 per workstation (includes costs of printers, peripherals, network servers, cabling etc.) =$72,000.

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Start-up Budget and Cashflow

(Years Ending June 30)	May-04	Jun-04	Start-Up Total	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Operating Operating Tota	Year 1 Total
Actual Student Enrollment	-	-	-	175	175	175	175	175	175	175	175	175	175	175	175	175	175
Total Paid Student Enrollment	-	-	-	172	172	172	172	172	172	172	172	172	172	172	172	172	172
REVENUES																	
Base Per Pupil Revenues	-	-	-	369,198	-	-	369,198	-	-	369,198	-	-	369,198	-	-	1,476,792	1,476,792
State Funding	-	-	-	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	14,215	14,215
Federal Funding	-	-	-	-	-	-	-	-	-	35,664	-	-	-	-	35,664	71,329	71,329
Special Education Funding	-	-	-	20,998	-	-	20,998	-	-	20,998	-	-	20,998	-	-	83,991	83,991
Grants/Contributions	-	100,000	100,000	30,817	30,817	30,817	30,817	817	817	817	817	817	817	817	817	129,800	229,800
Food Service	-	-	-	-	-	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	49,345	49,345
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	100,000	100,000	422,197	32,001	36,936	427,131	6,936	6,936	432,796	6,936	6,936	397,131	6,936	42,600	1,825,472	1,925,472
EXPENSES																	
Personnel																	
Employee Salaries	12,917	12,917	25,833	19,375	35,955	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	117,903	737,211	763,044
Payroll Taxes	1,292	1,292	2,583	2,015	3,739	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	12,262	76,670	79,253
Employee Benefits	1,938	1,938	3,875	9,004	9,518	10,348	10,348	10,348	10,348	10,348	10,348	10,348	10,348	10,348	12,059	123,699	127,574
Subtotal Personnel	16,146	16,146	32,292	30,394	49,212	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	142,224	937,580	969,871
Non-Personnel																	
General & Administrative	-	-	-	4,781	4,781	4,781	4,781	4,781	4,781	4,781	5,306	5,306	5,306	5,306	5,306	60,000	60,000
Professional Services	-	-	-	4,448	4,448	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	56,875	56,875
Direct Educational	-	-	-	4,055	4,055	6,486	6,486	5,393	5,393	5,393	7,143	5,393	5,393	7,143	5,393	67,730	67,730
Operating & Maintenance	-	-	-	32,635	32,635	36,108	36,108	36,108	36,108	36,108	36,108	36,108	36,108	36,108	36,108	446,350	446,350
School Administration Services	-	-	-	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	215,457	215,457
Subtotal Non-Personnel	-	-	-	63,875	63,875	72,128	72,128	71,035	71,035	71,035	73,310	71,560	71,560	73,310	71,560	846,412	846,412
TOTAL EXPENSES	16,146	16,146	32,292	94,269	113,087	151,655	151,655	150,563	150,563	150,563	152,838	151,088	151,088	152,838	213,784	1,783,992	1,816,283
NET SURPLUS/DEFICIT	(16,146)	83,854	67,708	327,928	(81,086)	(114,720)	275,476	(143,627)	(143,627)	282,233	(145,902)	(144,152)	246,044	(145,902)	(171,184)	41,480	109,189
CASH FLOW ADJUSTMENTS																	
Operating Activities	-	-	-	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	74,364	74,364
Investing Activities	-	-	-	(75,625)	(75,625)	-	-	-	-	-	-	-	-	-	-	(151,250)	(151,250)
Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	(16,146)	83,854	67,708	258,500	(150,514)	(108,523)	281,673	(137,430)	(137,430)	288,430	(139,705)	(137,955)	252,241	(139,705)	(164,987)	(35,406)	32,302

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Attachment 45

Detail the charter school's proposed first-year annual budget and provide a discussion of the assumptions used to determine revenue and expenditures. Provide as well a cash flow projection on a monthly basis with related assumptions.

A first-year annual budget and monthly cash flow projection is included in the following pages. Please note that at any point throughout the year, the cumulative cash position of the school is not expected to be negative (i.e., at no time does the school expect a cash shortfall). Key assumptions are as follows:

Revenue Assumptions

- **Base per pupil allocation** from the district of $8,586
- **Weighted average enrollment is 98%** of total capacity (i.e., 175 capacity x 98% = 172)
- Basic revenue payments are made on July 1, Oct 1, Jan 1 and Apr 1
- State grant funding received for **NYSTL** ($57.30 per child), **NYSLIB** ($6.00), and **NYSSL** ($14.98); amounts equal to current per pupil allocations
    - Assumes revenue provided throughout year as expenses are made since grants are "in kind"
- Federal funding includes:
    - **E-rate** at 80% of telephone and internet connectivity costs
- **Special education revenues** assume:
    - 6% of students in 0-20% service category (no state revenue provided)
    - 4% of students in 20%-60% service category (~$6,000 / child provided by NYS)
    - 0% of students in 60%+ service category
    - Federal **IDEA** funding of $1,160 per eligible child with IEP (10% of population)
    - Assumes special education revenue received with quarterly basic aid payments
- Assumes no private grants/contributions of any kind; however, the board intends to aggressively pursue private philanthropic contributions.
- **Food revenues**
    - Assumes government food subsidies per published rates
    - Assumes typical student pay rates, discounted for expected non-payment

Expense Assumptions

- **Salaries and benefits** assumed as shown in attached assumption worksheet
    - June-05 salary payments include 1.5 months of accrual of earned salaries for 12-month employees to be paid during July and August of following fiscal year.
    - **Payroll taxes** of 10% of total salaries
    - Total **fringe benefits** of 17% of total salaries
    - **401(k) plan** assumes up to a 4% employer matching contribution and employees may deduct up to 12% pre-tax contribution. Employees may invest in a variety of funds ranging from conservative to high-risk offered by Fidelity Advisor Funds. Employees are 100% vested immediately. Employees may also "transport" their

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401(k) plan to another employer once they terminate employment with the charter school.

- We have conservatively included an "Other Salaries" **contingency of $25,000** in to fund unforeseen expenses. This would purchase at least one additional teacher or administrator if needed for any reason.

- **Non-personnel expenditures**
  - Generally, expenditures are budgeted based on Victory's experience operating charter schools in New York City
  - **Copiers** are expected to be leased to avoid large capital costs
  - **Accounting and audit** of $13,125 include both audit services, as well as all tax filings
  - There is a **board expense** line item of $3,500 to provide for miscellaneous expenses.
  - There is a legal expense line item of $13,125 to provide for board legal expenses.
  - In addition to initial purchases of **texts and materials** described in the start-up budget, we have allowed for almost $17,500 in additional expenditures falling under "Texts and Materials" and "Classroom Supplies". Also included in this figure is $250 per teacher for a **discretionary spending account.**
  - We have set aside $12,055 to provide for **contracted special education services,** such as OT and PT, that the school may be unable to provide itself.
  - $3,500 has been allocated to cover transportation and other charges associated with field trips (10 trips x $500)
  - The initial **rent** is expected to be $310,000
  - A minimal amount is provided for **renovations and repairs** as the facility will be brand new
  - **Maintenance and security** of $8,000 would provide for items such as: snow removal, plumbing services, burglar alarm services, etc.
  - A **contingency reserve** of $3,500 has been provided to protect against any unforeseen expenses in this area.
  - $25,000 for a **dissolution escrow account** is included in Year 1 under the "Other G & A" expense line item.
- **Service Fees**
  - We have budgeted service fees to Victory Schools of 12% of gross revenues as is expected to be agreed in our contract with them.

- **Depreciation**

  - Assumes curriculum program materials and computer and office equipment depreciation over five years and furniture depreciation over 10 years.

Grand [illegible]course Academy Charter School

First Year Budget and Cashflow

(Years Ending June 30)	May-04	Jun-04	Start-Up Total	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Operating Operating Tota	Year 1 Total
Actual Student Enrollment	-	-	-	175	175	175	175	175	175	175	175	175	175	175	175	175	175
Total Paid Student Enrollment	-	-	-	172	172	172	172	172	172	172	172	172	172	172	172	172	172
REVENUES																	
Base Per Pupil Revenues	-	-	-	369,198	-	-	369,198	-	-	369,198	-	-	369,198	-	-	1,476,792	1,476,792
State Funding	-	-	-	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	14,215	14,215
Federal Funding	-	-	-	-	-	-	-	-	-	35,684	-	-	-	-	35,684	71,329	71,329
Special Education Funding	-	-	-	20,998	-	-	20,998	-	-	20,998	-	-	20,998	-	-	83,991	83,991
Grants/Contributions	-	100,000	100,000	30,817	30,817	30,817	30,817	817	817	817	817	817	817	817	817	129,800	229,800
Food Service	-	-	-	-	-	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	49,345	49,345
Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	-	100,000	100,000	422,197	32,001	36,936	427,131	6,936	6,936	432,798	6,936	6,936	397,131	6,936	42,600	1,825,472	1,925,472
EXPENSES																	
Personnel																	
Employee Salaries	12,917	12,917	25,833	19,375	35,955	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	117,903	737,211	763,044
Payroll Taxes	1,292	1,292	2,583	2,015	3,739	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	12,262	76,670	79,253
Employee Benefits	1,938	1,938	3,875	9,004	9,518	10,348	10,348	10,348	10,348	10,348	10,348	10,348	10,348	10,348	12,059	123,699	127,574
Subtotal Personnel	16,146	16,146	32,292	30,394	49,212	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	142,224	937,580	969,871
Non-Personnel																	
General & Administrative	-	-	-	4,781	4,781	4,781	4,781	4,781	4,781	4,781	5,306	5,306	5,306	5,306	5,306	60,000	60,000
Professional Services	-	-	-	4,448	4,448	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	58,875	58,875
Direct Educational	-	-	-	4,055	4,055	6,486	6,486	5,393	5,393	5,393	7,143	5,393	5,393	7,143	5,393	67,730	67,730
Operating & Maintenance	-	-	-	32,635	32,635	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	446,350	446,350
School Administration Services	-	-	-	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	215,457	215,457
Subtotal Non-Personnel	-	-	-	63,875	63,875	72,128	72,128	71,035	71,035	71,035	73,310	71,560	71,560	73,310	71,560	848,412	848,412
TOTAL EXPENSES	16,146	16,146	32,292	94,269	113,087	151,655	151,655	150,563	150,563	150,563	152,838	151,088	151,088	152,838	213,784	1,785,992	1,818,283
NET SURPLUS/DEFICIT	(16,146)	83,854	67,708	327,928	(81,086)	(114,720)	275,476	(143,627)	(143,627)	282,233	(145,902)	(144,152)	246,044	(145,902)	(171,184)	41,480	109,189
CASH FLOW ADJUSTMENTS																	
Operating Activities	-	-	-	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	6,197	74,364	74,364
Investing Activities	-	-	-	(75,625)	(75,625)	-	-	-	-	-	-	-	-	-	-	(151,250)	(151,250)
Financing Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CASH FLOW	(16,146)	83,854	67,708	258,500	(150,514)	(108,523)	281,673	(137,430)	(137,430)	288,430	(139,705)	(137,955)	252,241	(139,705)	(164,987)	(35,406)	32,302

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Grand Concourse Academy Charter School

Revenues

(Years Ending June 30)	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Year 1 Total
5000 - Base Per Pupil Revenues	369,198	-	-	369,198	-	-	369,198	-	-	369,198	-	-	1,476,792
5100 - State Funding													
5110 - NYSTL - Textbooks	836	836	836	836	836	836	836	836	836	836	836	836	10,028
5112 - NYSTL - Library	75	75	75	75	75	75	75	75	75	75	75	75	898
5113 - NYSTL - Software	274	274	274	274	274	274	274	274	274	274	274	274	3,290
Subtotal State Funding	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	1,185	14,215
5200 - Federal Funding													
5210 - Title I	-	-	-	-	-	-	22,913	-	-	-	-	22,913	45,826
5220 - Title IIA - Prof. Dev.	-	-	-	-	-	-	10,161	-	-	-	-	10,161	20,322
5225 - Title IID - Technology	-	-	-	-	-	-	621	-	-	-	-	621	1,243
5230 - Title IV - Drug Free Schools	-	-	-	-	-	-	911	-	-	-	-	911	1,823
5235 - Title V - Innovative Programs	-	-	-	-	-	-	1,058	-	-	-	-	1,058	2,115
5240 - Title VI - Innovative Ed Progs.	-	-	-	-	-	-	-	-	-	-	-	-	-
5250 - Title VI - Class Size Reduction	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Federal Funding	-	-	-	-	-	-	35,664	-	-	-	-	35,664	71,329
5300 - Special Education Funding													
60 - 100% of day in SPED	-	-	-	-	-	-	-	-	-	-	-	-	-
20 - 59%	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*4,676*	*56,115*
0 - 20%	-	-	-	-	-	-	-	-	-	-	-	-	-
5310 - State Aid - Pupils w. Disabilties	14,029	-	-	14,029	-	-	14,029	-	-	14,029	-	-	56,115
5320 - Federal Aid - Pupils w. Disabilitie	6,969	-	-	6,969	-	-	6,969	-	-	6,969	-	-	27,876
Subtotal SPED	20,998	-	-	20,998	-	-	20,998	-	-	20,998	-	-	83,991
5400 - Grants/Contributions													
5410 - City/Local Grants													-
5420 - State Grants	-	-	-	-	-	-	-	-	-	-	-	-	-
5430 - Federal Grants	30,000	30,000	30,000	30,000	-	-	-	-	-	-	-	-	90,000
5440 - E-rate	817	817	817	817	817	817	817	817	817	817	817	817	9,800
5450 - Private Funds/Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal Grants/Contributions	30,817	30,817	30,817	30,817	817	817	817	817	817	817	817	817	99,800
5500 - Food Service													
5510 - Government Subsidies	-	-	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	4,230	42,296
5520 - Student Payments	-	-	705	705	705	705	705	705	705	705	705	705	7,049
Subtotal Food Service	-	-	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	4,935	49,345
5600 - Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Total School Revenues	422,197	32,001	36,936	427,131	6,936	6,936	432,796	6,936	6,936	397,131	6,936	42,600	1,795,472

Grand C[illegible]ourse Academy Charter School

Personnel

(Years Ending June 30)		Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Projected Operating Tot	Year 1 Total
6000	**Employee Salaries**														
6010	Administration	14,375	14,375	14,375	14,375	14,375	14,375	14,375	14,375	14,375	14,375	14,375	14,375	172,500	172,500
6020	Teacher Salaries	-	14,138	28,275	28,275	28,275	28,275	28,275	28,275	28,275	28,275	28,275	70,688	339,300	339,300
6030	Special Educator Salaries	-	2,025	4,051	4,051	4,051	4,051	4,051	4,051	4,051	4,051	4,051	10,127	48,611	48,611
6040	Paraprofessional Salaries	-	-	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	5,250	52,500	52,500
6050	Specialist Teachers	-	-	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	40,000	40,000
6080	Substitute Teachers	-	-	880	880	880	880	880	880	880	880	880	880	8,800	8,800
6090	Operational Support Staff	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	35,000	35,000
6200	Employee Bonuses	-	-	-	-	-	-	-	-	-	-	-	5,500	5,500	5,500
6299	Other Salaries	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000	25,000
	Subtotal Employee Salaries	19,375	35,955	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	62,664	117,903	737,211	737,211
6300	**Payroll Taxes**	2,015	3,739	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	6,517	12,262	76,670	76,670
6400	**Employee Benefits**														
6410	Health/Dental	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	7,175	86,101	86,101
6420	401(k) Contribution	213	396	689	689	689	689	689	689	689	689	689	1,297	8,109	8,109
6430	Workers Comp	1,229	1,229	1,229	1,229	1,229	1,229	1,229	1,229	1,229	1,229	1,229	1,229	14,744	14,744
6440	Disability/Life Insurance	388	719	1,253	1,253	1,253	1,253	1,253	1,253	1,253	1,253	1,253	2,358	14,744	14,744
	Subtotal Employee Benefits	9,004	9,518	10,346	10,346	10,346	10,346	10,346	10,346	10,346	10,346	10,346	12,059	123,699	123,699
TOTAL		30,394	49,212	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	79,528	142,224	937,580	937,580

Grand Concourse Academy Charter School

Non-Personnel

	(Years Ending June 30)	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Proj. Act. Operating Tot	Year 1 Total
7000	**General & Administrative**														
7110	Office Supplies	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	14,000	14,000
7120	Postage	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500
7130	Printing / Copying	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500
7140	Advertising	-	-	-	-	-	-	-	525	525	525	525	525	2,625	2,625
7160	Equipment	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500
7170	Equipment Maintenance/Repairs	510	510	510	510	510	510	510	510	510	510	510	510	6,125	6,125
7180	Software	146	146	146	146	146	146	146	146	146	146	146	146	1,750	1,750
7190	Dissolution Escrow	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000	25,000
	Subtotal G&A	4,781	4,781	4,781	4,781	4,781	4,781	4,781	5,306	5,306	5,306	5,306	5,306	60,000	60,000
7200	**Professional Services**														
7210	Accounting and Audit	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	13,125	13,125
7220	Administrative Fees	438	438	438	438	438	438	438	438	438	438	438	438	5,250	5,250
7230	Legal	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	1,094	13,125	13,125
7240	Board Expenses	-	-	350	350	350	350	350	350	350	350	350	350	3,500	3,500
7250	Insurance	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000	21,000
7260	Temporary Staff	73	73	73	73	73	73	73	73	73	73	73	73	875	875
7299	Other Prof. Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Subtotal Prof. Services	4,448	4,448	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	4,798	56,875	56,875
8000	**Direct Educational Expenses**														
8100	Texts and Materials	729	729	729	729	729	729	729	729	729	729	729	729	8,750	8,750
8105	NYSTL Texts and Materials	1,639	1,639	1,639	1,639	546	546	546	546	546	546	546	546	10,925	10,925
8110	Teacher Discretionary Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8120	Classroom Supplies	-	-	875	875	875	875	875	875	875	875	875	875	8,750	8,750
8200	Professional Development	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000	20,000
8210	Tuition Reimbursement Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8300	Contracted Special Ed. Services	-	-	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206	1,206	12,055	12,055
8400	Field Trips	-	-	350	350	350	350	350	350	350	350	350	350	3,500	3,500
8410	Student Testing	-	-	-	-	-	-	-	1,750	-	-	1,750	-	3,500	3,500
8420	Subscriptions & Dues	21	21	21	21	21	21	21	21	21	21	21	21	250	250
8999	Other Direct Educational	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Subtotal Direct Educational	4,055	4,055	6,486	6,486	5,393	5,393	5,393	7,143	5,393	5,393	7,143	5,393	67,730	67,730

Grand Concourse Academy Charter School

Non-Personnel (Cont.)

	(Years Ending June 30)	Jul-04	Aug-04	Sep-04	Oct-04	Nov-04	Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Proj. Act. 2005E	Year 1 Total
9000	**Operating & Maintenance**														
9010	Rent/Lease Payments	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	25,833	310,000	310,000
9030	Renovations & Repairs	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500
9040	Fixtures & Furnishings	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9060	Real Estate Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9070	Operational Supplies	625	625	625	625	625	625	625	625	625	625	625	625	7,500	7,500
9080	Maintenance & Security	667	667	667	667	667	667	667	667	667	667	667	667	8,000	8,000
9090	Transportation Service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
9095	Transportation - Staff	-	-	150	150	150	150	150	150	150	150	150	150	1,500	1,500
9100	Food Service	-	-	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	4,918	49,175	49,175
9105	Other Food Payments	-	-	105	105	105	105	105	105	105	105	105	105	1,050	1,050
9110	Utilities	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000	21,000
9115	Internet Service	146	146	146	146	146	146	146	146	146	146	146	146	1,750	1,750
9120	Phone Service	875	875	875	875	875	875	875	875	875	875	875	875	10,500	10,500
9300	Depreciation	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	2,156	25,875	25,875
9400	Interest Expense	-	-	300	300	300	300	300	300	300	300	300	300	3,000	3,600
9499	Other O&M	292	292	292	292	292	292	292	292	292	292	292	292	3,500	3,500
	Subtotal O&M	32,635	32,635	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	38,108	446,350	446,950
9500	**School Admin. Services**														
9520	Central Services Fee (VSI)	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	215,457	215,457
	Subtotal School Admin Svcs	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	17,955	215,457	215,457
TOTAL		63,875	63,875	72,128	72,128	71,035	71,035	71,035	73,310	71,560	71,560	73,310	71,560	846,412	847,012

Grand Concourse Academy Charter School

Salary and Benefit Assumptions

	Personnel Count					Average Salaries				
	Total	2006E	2007E	2008E	2009E	Total	2006E	2007E	2008E	2009E
(students)	*175*	*225*	*275*	*275*	*275*					
Administration										
Principal	1.0	1.0	1.0	1.0	1.0	110,000	113,300	116,699	120,200	123,806
Assistant Principals	-	-	-	-	-	-	-	-	-	-
Business Manager	0.5	0.5	0.5	0.5	0.5	45,000	46,350	47,741	49,173	50,648
Administrative Assistant	1.0	1.0	1.0	1.0	1.0	40,000	41,200	42,436	43,709	45,020
Instructional Staff										
Classroom Teachers	7.0	9.0	11.0	11.0	11.0	43,500	44,805	46,149	47,534	48,960
Title I Teacher	0.8	1.0	1.0	1.0	1.0	43,500	44,805	46,149	47,534	48,960
Special Education Teachers/Coordinator	1.0	1.0	1.5	1.5	1.5	50,000	51,500	53,045	54,636	56,275
Pupil Services	0.2	0.2	0.5	0.5	0.5	50,000	51,500	53,045	54,636	56,275
Specialist Teachers	1.0	1.0	1.8	1.8	1.8	40,000	41,200	42,436	43,709	45,020
Support Staff										
Paraprofessionals	3.5	4.0	5.5	5.5	5.5	15,000	15,450	15,914	16,391	16,883
Title I Teaching Assts		-	1.0	1.0	1.0	15,000	15,450	15,914	16,391	16,883
Summer School Staff		-	-	-	-		-	-	-	-
After School Staff		-	-	-	-		-	-	-	-
Maintenance	1.0	1.0	1.5	1.5	1.5	35,000	36,050	37,132	38,245	39,393
Total Staff	*16.2*	*18.7*	*25.4*	*25.4*	*25.4*					
# empl. with Health benefits[3]	*16*	*19*	*25*	*25*	*25*					

Employee Benefits					
Health/Dental $/Employee[2]	4,840	5,324	5,856	6,442	7,086
Workers Comp/Disab.[4]	2.0%	$0.02	$0.02	$0.02	$0.02

1) Assumes salary schedule for teachers includes all training time
2) Weighted average based on expected plan enrollment
3) Assumes no benefits to any hourly staff
4) Weighted average $cost / $1,000 of salaries for all employees

Attachment 46

Provide a five-year budget plan for the charter school, including the assumptions for changes to expenditure and revenue amounts during this period.

A five-year budget plan for the charter school follows. Key assumptions to changes in expenditures and revenues are as follows:

- Growth in student population as described herein
- Inflation of 3% annually in both revenues and expenditures, except
  - 10% annual inflation in health benefit costs to reflect current market environment
- The addition of a specialist teacher (e.g., foreign language, music) in year 3 funded by the increased student enrollment
- All other assumptions generally remain consistent with Year 1

Importantly, we are projecting cash balances of approximately $32,000 in year 1, $135,000 in year 2, $258,000 in year 3, $307,000 in year 4, and $313,000 in year 5. At the end of five years, this will put the school in a strong position for renewal, for pursuing additional expansion if it so desires, or supplementing its educational program. It also provides ample cushion for expense over-runs or revenue shortfalls in future years.

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Grand Concourse Academy Charter School

Five Year Budget and Cashflow

(Years Ending June 30)	Start-Up Total	Operating Operating Total	Year 1 Total	Year 2 2006E	Year 3 2007E	Year 4 2008E	Year 5 2009E
Actual Student Enrollment	-	175	175	225	275	275	275
Total Paid Student Enrollment	-	172	172	221	270	270	270
REVENUES							
Base Per Pupil Revenues	-	1,476,792	1,476,792	1,954,431	2,459,400	2,533,182	2,609,177
State Funding	-	14,215	14,215	17,819	22,423	23,095	23,788
Federal Funding	-	71,329	71,329	94,460	118,914	122,482	126,156
Special Education Funding	-	83,991	83,991	111,228	140,023	144,224	148,551
Grants/Contributions	100,000	129,800	229,800	12,978	16,338	16,828	17,333
Food Service	-	49,345	49,345	65,347	82,265	84,733	87,275
Other Income	-	-	-	-	-	-	-
TOTAL REVENUES	100,000	1,825,472	1,925,472	2,256,263	2,839,362	2,924,543	3,012,280
EXPENSES							
Personnel							
Employee Salaries	25,833	737,211	763,044	874,473	1,135,605	1,168,923	1,203,241
Payroll Taxes	2,583	76,670	79,253	90,945	118,103	121,568	125,137
Employee Benefits	3,875	123,699	127,574	157,126	231,328	254,465	280,008
Subtotal Personnel	32,292	937,580	969,871	1,122,544	1,485,036	1,544,956	1,608,386
Non-Personnel							
General & Administrative	-	60,000	60,000	48,942	61,611	63,460	65,363
Professional Services	-	56,875	56,875	59,835	64,828	68,344	72,168
Direct Educational	-	67,730	67,730	89,635	112,833	116,218	114,205
Operating & Maintenance	-	446,350	446,350	481,553	513,861	515,695	519,669
School Administration Services	-	215,457	215,457	270,752	340,723	350,945	361,474
Subtotal Non-Personnel	-	846,412	846,412	950,717	1,093,856	1,114,662	1,132,878
TOTAL EXPENSES	32,292	1,783,992	1,816,283	2,073,261	2,578,892	2,659,618	2,741,263
NET SURPLUS/DEFICIT	67,708	41,480	109,189	183,001	260,471	264,926	271,016
CASH FLOW ADJUSTMENTS							
Operating Activities	-	74,364	74,364	(409)	45,236	42,281	42,281
Investing Activities	-	(151,250)	(151,250)	(47,500)	(47,500)	-	-
Financing Activities	-	-	-	-	-	-	-
NET CASH FLOW	67,708	(35,406)	32,302	135,092	258,206	307,206	313,297

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Grand Concourse Academy Charter School

Cash Flow

(Years Ending June 30)	Year 1 Total	2006E	2007E	2008E	2009E
OPERATING ACTIVITIES					
Net Surplus/Deficit	109,189	183,001	260,471	264,926	271,016
Depreciation	25,875	34,125	42,281	42,281	42,281
Other Liab.	48,489	(34,534)	2,955	-	-
TOTAL	183,552	182,592	305,706	307,206	313,297
INVESTING ACTIVITIES					
Furniture & Fixtures	(43,750)	(12,500)	(12,500)	-	-
Curriculum Program	(70,000)	(17,500)	(17,500)	-	-
Computer/Office Equipment	(37,500)	(17,500)	(17,500)	-	-
Leasehold Improvements	-	-	-	-	-
TOTAL	(151,250)	(47,500)	(47,500)	-	-
FINANCING ACTIVITIES					
Start-up loans	-	-	-	-	-
Payments on Secured Loan	-	-	-	-	-
TOTAL	-	-	-	-	-
BEGINNING CASH	-	32,302	167,395	425,601	732,808
Net Cash Increase/Decrease	32,302	135,092	258,206	307,206	313,297
ENDING CASH	32,302	167,395	425,601	732,808	1,046,104

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Grand Concourse Academy Charter School

Balance Sheet

(As of June 30)	Year 1 Total	2006E	2007E	2008E	2009E
ASSETS					
Cash (Checking/Saving)	32,302	167,395	425,601	732,808	1,046,104
Fixed Assets					
Fixed Assets	151,250	198,750	246,250	246,250	246,250
Accumulated Depreciation	(25,875)	(60,000)	(102,281)	(144,561)	(186,842)
Net Fixed Assets	125,375	138,750	143,969	101,689	59,408
Other Assets	-	-	-	-	-
TOTAL ASSETS	157,677	306,145	569,571	834,496	1,105,513
LIABILITIES & EQUITY					
Liabilities					
Start-up Loans	-	-	-	-	-
Other Liabilities	48,489	13,955	16,910	16,910	16,910
Equity					
Fund Balance	109,189	292,190	552,661	817,586	1,088,602
TOTAL LIABILITIES & EQUITY	157,677	306,145	569,571	834,496	1,105,513
Check	-	-	-	-	-

Grand Concourse Academy Charter School

Revenues

(Years Ending June 30)	Year 1 Total	2006E	2007E	2008E	2009E
5000 - Base Per Pupil Revenues	1,476,792	1,954,431	2,459,400	2,533,182	2,609,177
5100 - State Funding					
5110 - NYSTL - Textbooks	10,028	13,043	16,413	16,906	17,413
5112 - NYSTL - Library	898	1,366	1,719	1,770	1,823
5113 - NYSTL - Software	3,290	3,410	4,291	4,420	4,552
Subtotal State Funding	14,215	17,819	22,423	23,095	23,788
5200 - Federal Funding					
5210 - Title I	45,826	60,687	76,398	78,690	81,050
5220 - Title IIA - Prof. Dev.	20,322	26,912	33,879	34,896	35,942
5225 - Title IID - Technology	1,243	1,646	2,072	2,134	2,198
5230 - Title IV - Drug Free Schools	1,823	2,414	3,039	3,130	3,224
5235 - Title V - Innovative Programs	2,115	2,801	3,526	3,632	3,741
5240 - Title VI - Innovative Ed Progs.	-	-	-	-	-
5250 - Title VI - Class Size Reduction	-	-	-	-	-
Subtotal Federal Funding	71,329	94,460	118,914	122,482	126,156
5300 - Special Education Funding					
60 - 100% of day in SPED	-	-	-	-	-
20 - 59%	*56,115*	*74,312*	*93,551*	*96,357*	*99,248*
0 - 20%	-	-	-	-	-
5310 - State Aid - Pupils w. Disabilties	56,115	74,312	93,551	96,357	99,248
5320 - Federal Aid - Pupils w. Disabiliti	27,876	36,915	46,472	47,867	49,303
Subtotal SPED	83,991	111,228	140,023	144,224	148,551
5400 - Grants/Contributions					
5410 - City/Local Grants	-	-	-	-	-
5420 - State Grants	-	-	-	-	-
5430 - Federal Grants	90,000	-	-	-	-
5440 - E-rate	9,800	12,978	16,338	16,828	17,333
5450 - Private Funds/Contributions	-	-	-	-	-
Subtotal Grants/Contributions	99,800	12,978	16,338	16,828	17,333
5500 - Food Service					
5510 - Government Subsidies	42,296	56,012	70,512	72,628	74,807
5520 - Student Payments	7,049	9,335	11,752	12,105	12,468
Subtotal Food Service	49,345	65,347	82,265	84,733	87,275
5600 - Other Income	-	-	-	-	-
Total School Revenues	1,795,472	2,256,263	2,839,362	2,924,543	3,012,280

Grand Concourse Academy Charter School

Personnel

(Years Ending June 30)		Year 1 Total	2006E	2007E	2008E	2009E
6000	**Employee Salaries**					
6010	Administration	172,500	176,813	182,117	187,580	193,208
6020	Teacher Salaries	339,300	448,050	553,790	570,403	587,516
6030	Special Educator Salaries	48,611	51,500	81,041	83,472	85,976
6040	Paraprofessional Salaries	52,500	61,800	103,438	106,541	109,737
6050	Specialist Teachers	40,000	41,200	77,799	80,133	82,537
6080	Substitute Teachers	8,800	11,315	14,596	15,034	15,485
6090	Operational Support Staff	35,000	36,050	55,697	57,368	59,089
6200	Employee Bonuses	5,500	12,446	15,604	16,072	16,554
6299	Other Salaries	25,000	25,000	25,000	25,000	25,000
	Subtotal Employee Salaries	737,211	874,473	1,135,605	1,168,923	1,203,241
6300	**Payroll Taxes**	76,670	90,945	118,103	121,568	125,137
6400	**Employee Benefits**					
6410	Health/Dental	86,101	109,515	163,377	179,715	197,687
6420	401(k) Contribution	8,109	9,619	12,492	12,858	13,236
6430	Workers Comp	14,744	19,238	27,482	31,117	35,233
6440	Disability/Life Insurance	14,744	18,754	27,977	30,775	33,853
	Subtotal Employee Benefits	123,699	157,126	231,328	254,465	280,008
TOTAL		937,580	1,122,544	1,485,036	1,544,956	1,608,386

Grand Concourse Academy Charter School

Salary and Benefit Assumptions

	Personnel Count					Average Salaries				
	Total	2006E	2007E	2008E	2009E	Total	2006E	2007E	2008E	2009E
(students)	*175*	*225*	*275*	*275*	*275*					
Administration										
Principal	1.0	1.0	1.0	1.0	1.0	110,000	113,300	116,699	120,200	123,806
Assistant Principals	-	-	-	-	-	-	-	-	-	-
Business Manager	0.5	0.5	0.5	0.5	0.5	45,000	46,350	47,741	49,173	50,648
Administrative Assistant	1.0	1.0	1.0	1.0	1.0	40,000	41,200	42,436	43,709	45,020
Instructional Staff										
Classroom Teachers	7.0	9.0	11.0	11.0	11.0	43,500	44,805	46,149	47,534	48,960
Title I Teacher	0.8	1.0	1.0	1.0	1.0	43,500	44,805	46,149	47,534	48,960
Special Education Teachers/Coordinator	1.0	1.0	1.5	1.5	1.5	50,000	51,500	53,045	54,636	56,275
Pupil Services	0.2	0.2	0.5	0.5	0.5	50,000	51,500	53,045	54,636	56,275
Specialist Teachers	1.0	1.0	1.8	1.8	1.8	40,000	41,200	42,436	43,709	45,020
Support Staff										
Paraprofessionals	3.5	4.0	5.5	5.5	5.5	15,000	15,450	15,914	16,391	16,883
Title I Teaching Assts	1.0	-	1.0	1.0	1.0	15,000	15,450	15,914	16,391	16,883
Summer School Staff	-	-	-	-	-	-	-	-	-	-
After School Staff	-	-	-	-	-	-	-	-	-	-
Maintenance	1.0	1.0	1.5	1.5	1.5	35,000	36,050	37,132	38,245	39,393
Total Staff	*16.2*	*18.7*	*25.4*	*25.4*	*25.4*					
# empl. with Health benefits[3]	*16*	*19*	*25*	*25*	*25*					

Employee Benefits					
Health/Dental $/Employee[2]	4,840	5,324	5,856	6,442	7,086
Workers Comp/Disab.[4]	2.0%	$0.02	$0.02	$0.02	$0.02

1) Assumes salary schedule for teachers includes all training time
2) Weighted average based on expected plan enrollment
3) Assumes no benefits to any hourly staff
4) Weighted average $cost / $1,000 of salaries for all employees

Grand Concourse Academy Charter School

Non-Personnel

	(Years Ending June 30)	Year 1 Total	2006E	2007E	2008E	2009E
7000	**General & Administrative**					
7110	Office Supplies	14,000	18,540	23,340	24,040	24,761
7120	Postage	3,500	4,635	5,835	6,010	6,190
7130	Printing / Copying	3,500	4,635	5,835	6,010	6,190
7140	Advertising	2,625	3,476	4,376	4,507	4,643
7160	Equipment	3,500	4,635	5,835	6,010	6,190
7170	Equipment Maintenance/Repairs	6,125	8,111	10,211	10,517	10,833
7180	Software	1,750	3,410	4,291	4,420	4,552
7190	Dissolution Escrow	25,000	1,500	1,888	1,945	2,003
	Subtotal G&A	60,000	48,942	61,611	63,460	65,363
7200	**Professional Services**					
7210	Accounting and Audit	13,125	13,519	13,924	14,342	14,772
7220	Administrative Fees	5,250	5,408	5,570	5,737	5,909
7230	Legal	13,125	10,000	10,000	10,000	10,000
7240	Board Expenses	3,500	5,000	5,000	5,000	5,000
7250	Insurance	21,000	24,750	28,875	31,763	34,939
7260	Temporary Staff	875	1,159	1,459	1,502	1,548
7299	Other Prof. Services	-	-	-	-	-
	Subtotal Prof. Services	56,875	59,835	64,828	68,344	72,168
8000	**Direct Educational Expenses**					
8100	Texts and Materials	8,750	11,588	14,587	15,025	15,476
8105	NYSTL Texts and Materials	10,925	14,409	18,132	18,676	19,236
8110	Teacher Discretionary Fund	-	-	-	-	-
8120	Classroom Supplies	8,750	11,588	14,587	15,025	15,476
8200	Professional Development	20,000	26,486	33,343	34,343	29,873
8210	Tuition Reimbursement Fund	-	-	-	-	-
8300	Contracted Special Ed. Services	12,055	15,964	20,097	20,700	21,321
8400	Field Trips	3,500	4,635	5,835	6,010	6,190
8410	Student Testing	3,500	4,635	5,835	6,010	6,190
8420	Subscriptions & Dues	250	331	417	429	442
8999	Other Direct Educational	-	-	-	-	-
	Subtotal Direct Educational	67,730	89,635	112,833	116,218	114,205

Grand Concourse Academy Charter School

Non-Personnel (Cont.)

(Years Ending June 30)		Year 1 Total	2006E	2007E	2008E	2009E
9000	**Operating & Maintenance**					
9010	Rent/Lease Payments	310,000	310,000	310,000	310,000	310,000
9030	Renovations & Repairs	3,500	3,500	3,500	3,500	3,500
9040	Fixtures & Furnishings	-	-	-	-	-
9060	Real Estate Taxes	-	-	-	-	-
9070	Operational Supplies	7,500	9,932	12,503	12,879	13,265
9080	Maintenance & Security	8,000	8,240	8,487	8,742	9,004
9090	Transportation Service	-	-	-	-	-
9095	Transportation - Staff	1,500	1,986	2,501	2,576	2,653
9100	Food Service	49,175	65,122	81,981	84,440	86,974
9105	Other Food Payments	1,050	1,391	1,750	1,803	1,857
9110	Utilities	21,000	21,000	21,000	21,630	22,279
9115	Internet Service	1,750	2,318	2,917	3,005	3,095
9120	Phone Service	10,500	13,905	17,505	18,030	18,571
9300	Depreciation	25,875	34,125	42,281	42,281	42,281
9400	Interest Expense	3,600	5,400	3,600	800	-
9499	Other O&M	3,500	4,635	5,835	6,010	6,190
	Subtotal O&M	446,950	481,553	513,861	515,695	519,669
9500	**School Admin. Services**					
9520	Central Services Fee (VSI)	215,457	270,752	340,723	350,945	361,474
	Subtotal School Admin Svcs	215,457	270,752	340,723	350,945	361,474
TOTAL		847,012	950,717	1,093,856	1,114,662	1,132,878

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Attachment 47

Provide supporting evidence that the start-up budget plan, the first-year budget, and the five-year budget plan are sound and that the proposed school would have sufficient start-up funds available to it.

The Principal and the finance team from Victory Schools developed the Academy's financial plans. The Principal has significant experience with public school budgeting in New York City. The Victory team currently supports two operating New York City charter schools. The Principal and Victory are therefore intimately familiar with practical operating considerations for traditional public schools and charter schools in the New York City district.

Furthermore, the Academy's budgets have been prepared conservatively. First, we assume conservative revenue and expense estimates. Revenue inflation is assumed to be only 3%, versus a four-year historical average inflation of New York City basic charter school per pupil revenues of almost 6%. Conversely, we have assumed 10% health benefit inflation to reflect current market environments. We do not assume any contingent revenues (i.e., competitive grants) although we do intend to pursue such funds aggressively. We also discount our basic revenue payments to assume we are not always enrolled at full capacity.

Second, we provide several contingency funds. As discussed above, there is almost $35,000 in total unbudgeted contingency funds to protect against unforeseen expenses or revenue shortfalls. While they are budgeted in separate line items, they can effectively be transferred across the budget as needed.

Attachment 48

Detail the charter school's requirements for the performance of programmatic and fiscal audits.

Fiscal Audits

The school will submit to the Charter School Institute the following financial statements and reports:

(i) Annual audited financial statements, prepared by a New York State certified public accountant and in accordance with generally accepted accounting principles (GAAP) and audit procedures issued by the U.S. Comptroller General, will be completed and filed within 120 days of the end of the fiscal year (July 1). The financial statements will include a statement of financial position, statement of activities, statement of cash flows, and schedule of functional expenses along with the required notes and management letter.

(ii) Quarterly and end of year unaudited statement of income and expenses.

(iii) Annual budget and monthly cash flow statement will be submitted by May 15th of the immediately preceding fiscal year.

Programmatic Audits

In accordance with § 2857(2) of the Education Law, the Academy will submit an Annual Report to the Charter School Institute and the State Education Department on August 1st of each year. This report will consist of the following:

(i) The Charter School Report Card, which includes academic performance on standardized tests and financial measures, such as, total spending per pupil. The school will follow the Commissioner of Education regulations (8 NYCRR Part 119.3) detailing such measures.

(ii) A discussion of the school's progress made towards achievement of the goals set forth in this application.

(iii) Unaudited statement of activities of revenue and expenses for the entire fiscal year, beginning July 1 and ended on June 30th.

The Academy will prepare and submit an Accountability Plan in the fall of the first year. It will include a mission statement, student achievement goals as outlined in this application, other school academic and organizational goals, and multiple measures to enable the school to report on the progress in achieving those goals. The school will also submit on August 1st beginning in the second year an Accountability Plan Progress Report, which will examine the academic program and the progress made in attaining the school's goals outlined set forth in the Accountability Plan. It will detail the school's performance against those goals, describe the progress and deficiencies in performance, and set forth corrective actions.

Attachment 49

Describe the insurance coverage to be carried by the charter school, including the name of the insured and amounts of insurance for liability, property loss, and student personal injury.

The Academy will maintain the following insurance:

- Directors and officers with limits of five million dollars ($5,000,000)
- Commercial liability with limits of one million dollars ($1,000,000)
- Business auto with limits of one million dollars ($1,000,000)
- Professional liability with limits of one million dollars ($1,000,000) per incident, aggregate two million ($2,000,000)
- Employee dishonesty with limits of one million dollars ($1,000,000) and forgery and alteration with limits one million dollars ($1,000,000)
- Umbrella with limits of one million dollars ($1,000,000) per incident and five million dollars ($5,000,000) aggregate.

Attachment 50

Indicate where the charter school would be located, including complete street address (if known), municipality and school district. If the school would be located within the City of New York, provide the community school district of location.

The Academy will be located at 116-18 East 169th Street, Bronx, New York. The site is located within New York City's Community School District 9.

Attachment 51(a)

(a) If you have already identified a charter school facility, describe the facility, including whether it is new construction, part of an existing public or private school building, or a conversion in use.

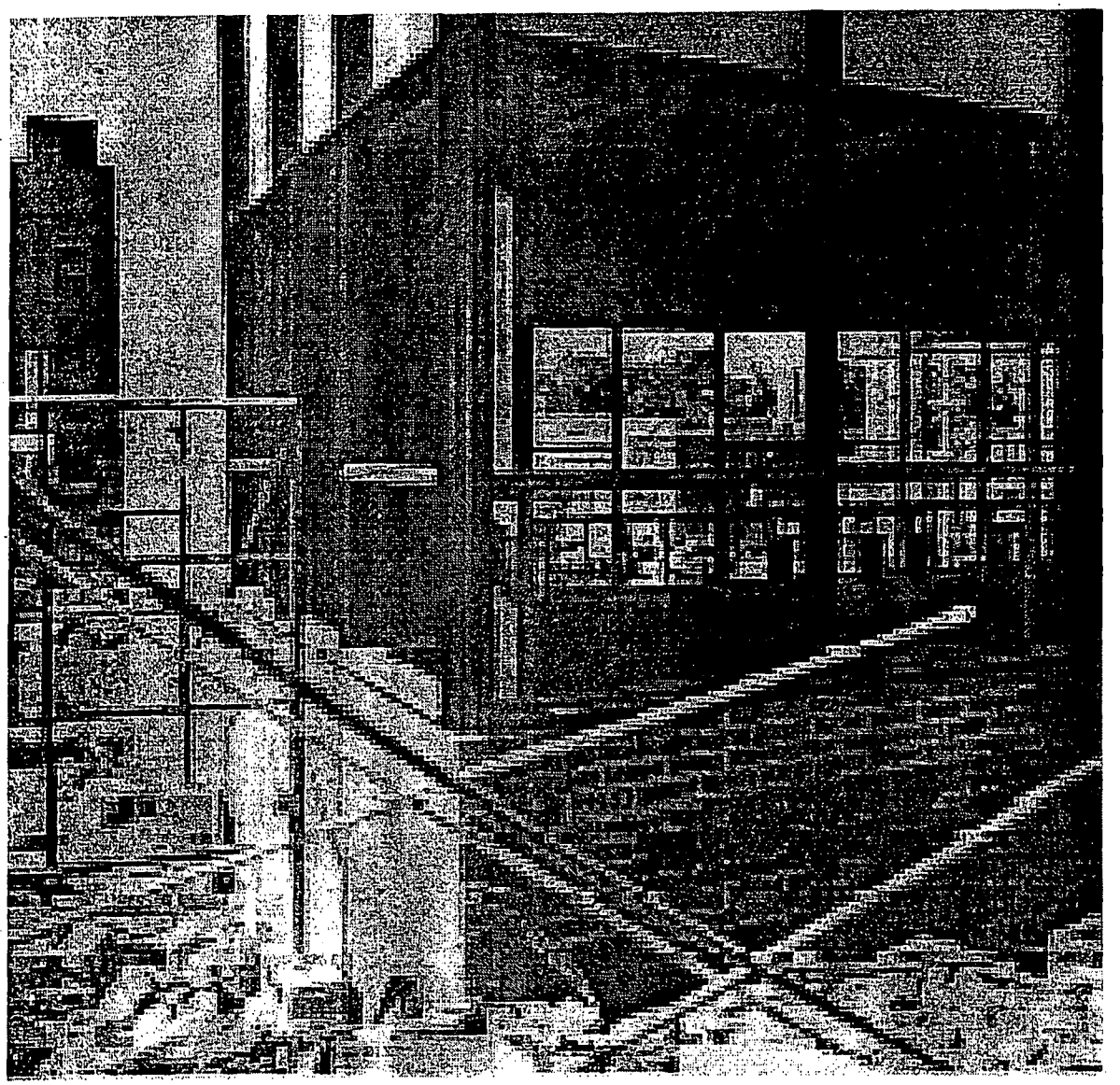
The Academy has identified a charter school facility. The facility will be a *new* three-story school. Presently under construction, the building will be approximately 17,600 square feet, which will accommodate the proposed 275 students. The building is approximately 80% complete (all windows, doors, electrical, plumbing & elevator are complete). The owner expects completion by June 30, 2004 and receipt of a Temporary Certificate of Occupancy by July 2004, allowing occupancy. Items left to complete include ramps in the attached building for secondary handicap egress, parking area paving, sidewalk concrete and office/mechanical room completion. The facility is not part of an existing public or private school building. Please find attached below photographs of the school.

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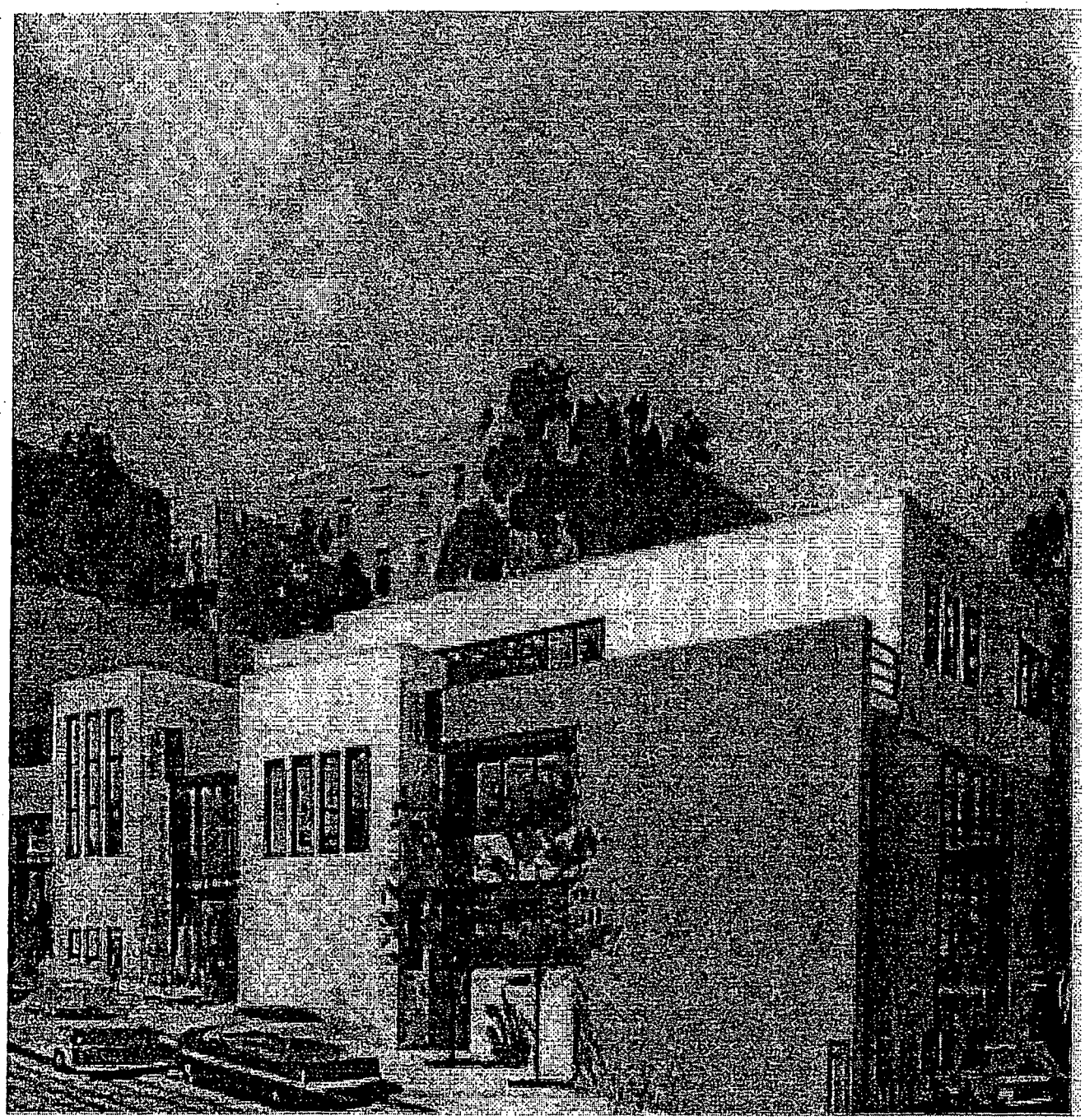


This is a scanned copy of a Polaroid taken this August.

It shows the construction underway.
At present the school is approximately 50% completed.



Attachment 51(a) -3



Attachment 51(a) -4

Attachment 51(b)

(b) If you have not identified a charter school facility, describe plans for doing so. The applicant must notify the Charter Schools Institute within ten days of securing a facility.

Not applicable

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Attachment 52

If the charter school or its applicants or partners would own or lease its facility, provide a description of the ownership or lease arrangement of the facility, including indicating specifically any potential conflicts-of-interest and arrangements by which such conflicts will be managed or avoided.

The Academy's Board of Trustees proposes to lease 116-18 East 169th Street located in the Bronx. The owner, Walker Memorial Baptist Church ("Walker"), is building this educational facility for the benefit of the community. Walker wants to offer the community a state of the art school building in an area that has been distressed for a number of years. Walker representatives clearly understand that the charter school is separate from the church and that they will have no authority over the operation of the educational program. They are merely providing a public service by making available to the Academy much needed educational space.

Conflict of Interest

Any agreement between Walker Baptist Church and the Academy will be negotiated at "arms length". Any member of the board of trustees that is affiliated with Walker Baptist Church in any way will recuse himself/herself from any board actions or votes pertaining to contracts between the entities. At present, two members of the board are affiliated with the church. Ms. Cheryl Forbes serves on the church board of trustees, and Joyce Davis is the chairperson. The respective entities will employ separate and independent legal counsel in any situation where a conflict may be apparent.

Lease Terms

The Academy will lease the facility for $310,000 per year with a 3% annual increase with four, five-year options, each coterminous with the five-year term of the school's charter. The proposed letter of intent below broadly outlines various terms of a lease that will be more fully developed in the event that the charter is granted.

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Letter of Intent

Building:	116-18 East 169th Street, Bronx
Lessor:	Walker Memorial Baptist Church ("Landlord")
Lessee:	Grand Concourse Academy Charter School ("Tenant")
Premises:	Approximately 17,600 square feet,
Use:	New York State Approved Charter Public School. Expected to serve 275 students in grades K-4.
Lease Term:	Four, five-year options coterminous with the school's charter term. Fully exercised - 20 Years (August 2004 – July 2024)
Base Rent:	$310,000per annum
Rental Increases:	3% per annum
Taxes:	Tenant to be responsible for the pro-rata share of increases in real estate taxes over the 2004 base year, if applicable.
Utilities:	Tenant responsibility
Right of First Refusal:	Tenant shall have the right to first refusal in the event of the sale of the building.
Right to Assign:	Tenant shall be permitted to assign/sublease all or a portion of the premises at any time during the term with landlord's consent, not to be unreasonably withheld.
Letter of Intent:	This Letter of Intent is valid until June 2004.
Contingencies:	Tenant is seeking approval to operate a charter school from the State University of New York. Upon final approval of the charter, tenant and landlord agree to enter into a definitive lease agreement. In the event that the tenant does not receive all necessary approvals to open the school, there will be no obligation on either party to enter into a lease agreement.

It is also understood that this letter merely summarizes certain economic issues and neither party shall be deemed legally bound by any information contained herein until a mutually acceptable agreement of lease has been fully executed by both of said parties.

Lease Document: Landlord Form

Agreed:

Grand Concourse Academy Charter School

Authorized Representative

Date: 4/9/04

Agreed:

Walker Memorial Baptist Church

Authorized Representative

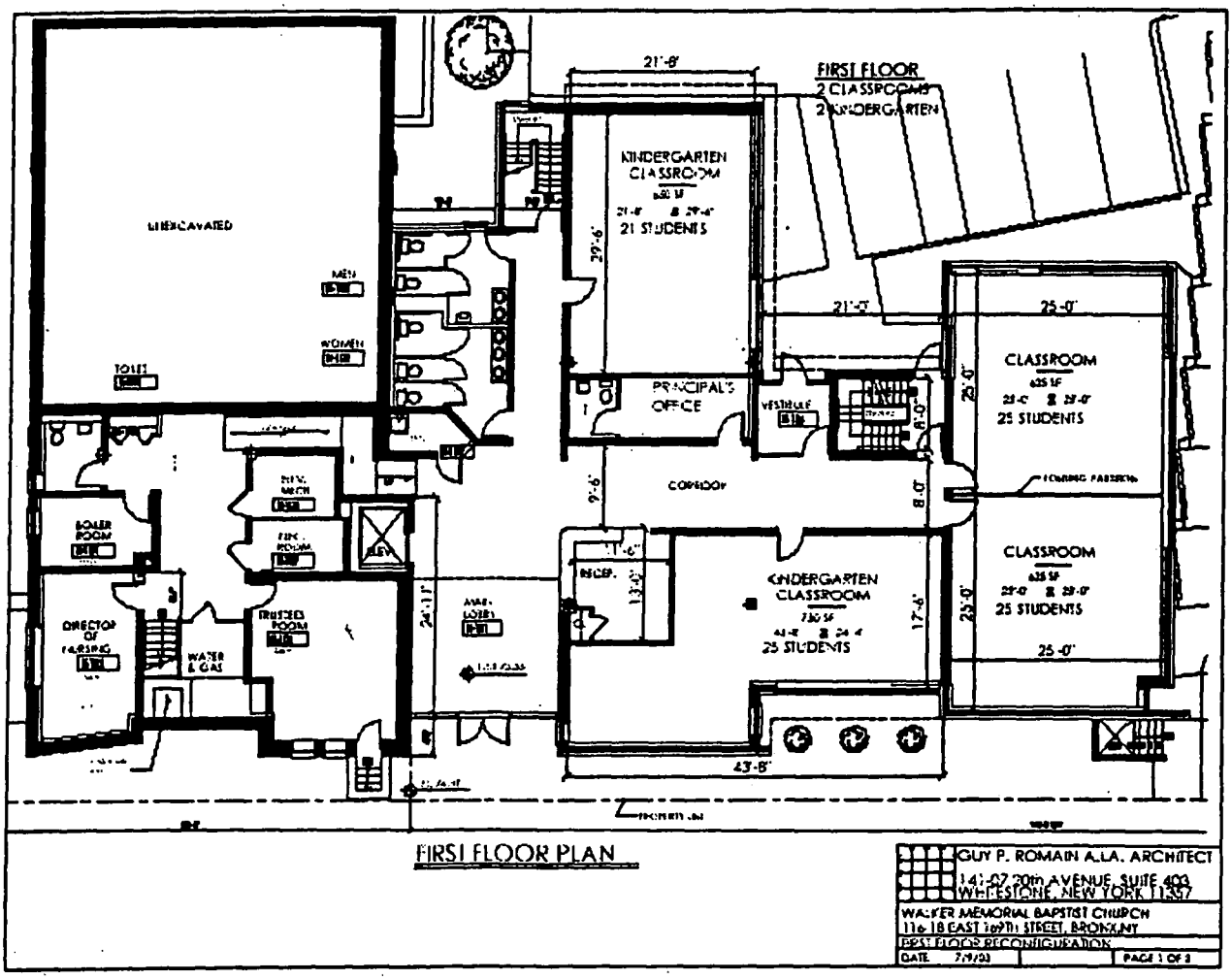
Date: 4/9/04

Attachment 53

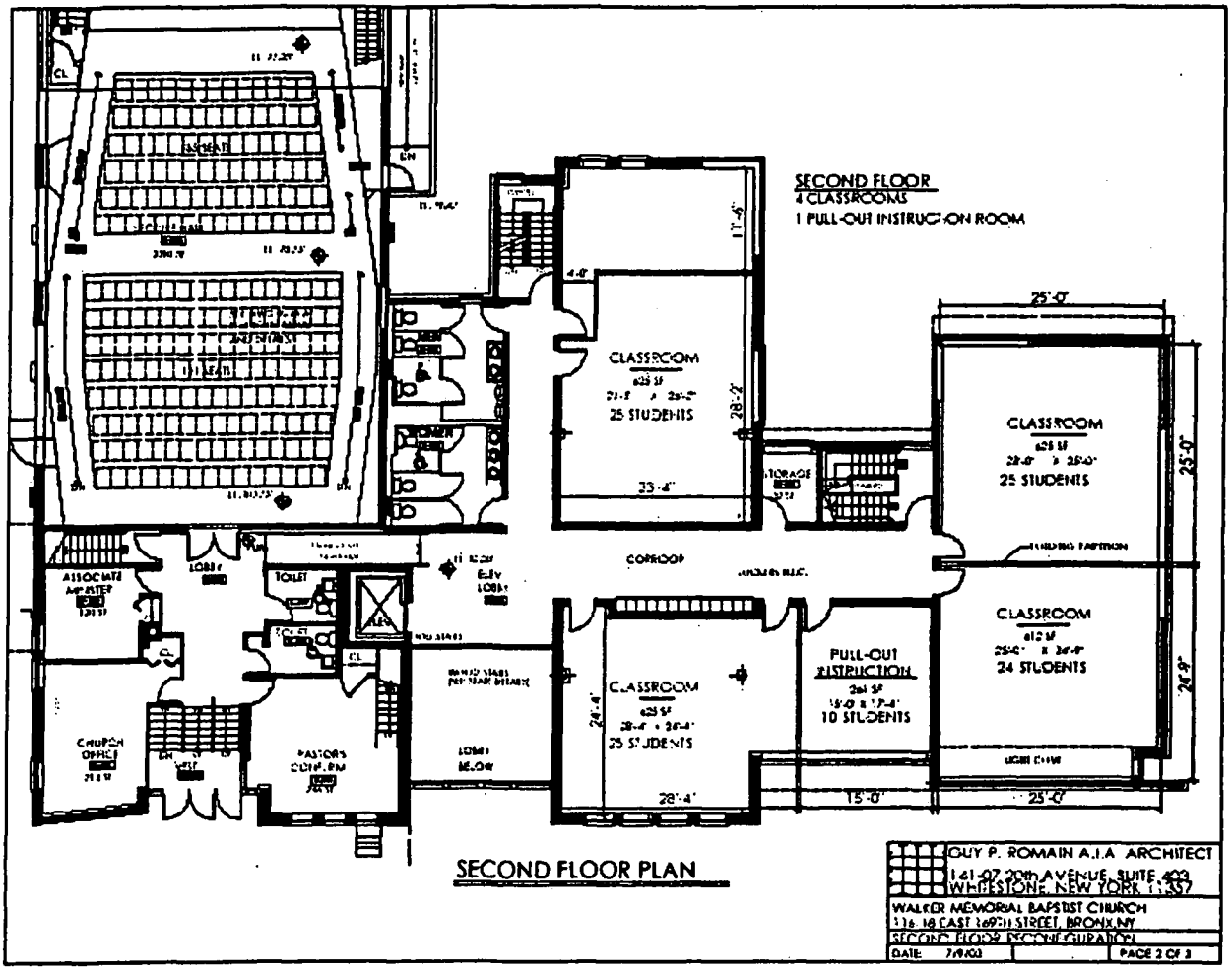
Provide a description of the charter school facility, or proposed facility, and its layout. Include the number and size of the classrooms, common areas, recreational space, any community facilities, and any residential facilities (e.g., dormitories or faculty housing).

Presently under construction, the facility will be approximately 17,600 square feet. There will be 11 classrooms, 2 resource rooms, 2 offices, library, elevator, and bathrooms. Below is a table showing floor areas and room sizes and a floor plan. Please note that the proposed auditorium will be built at a future date.

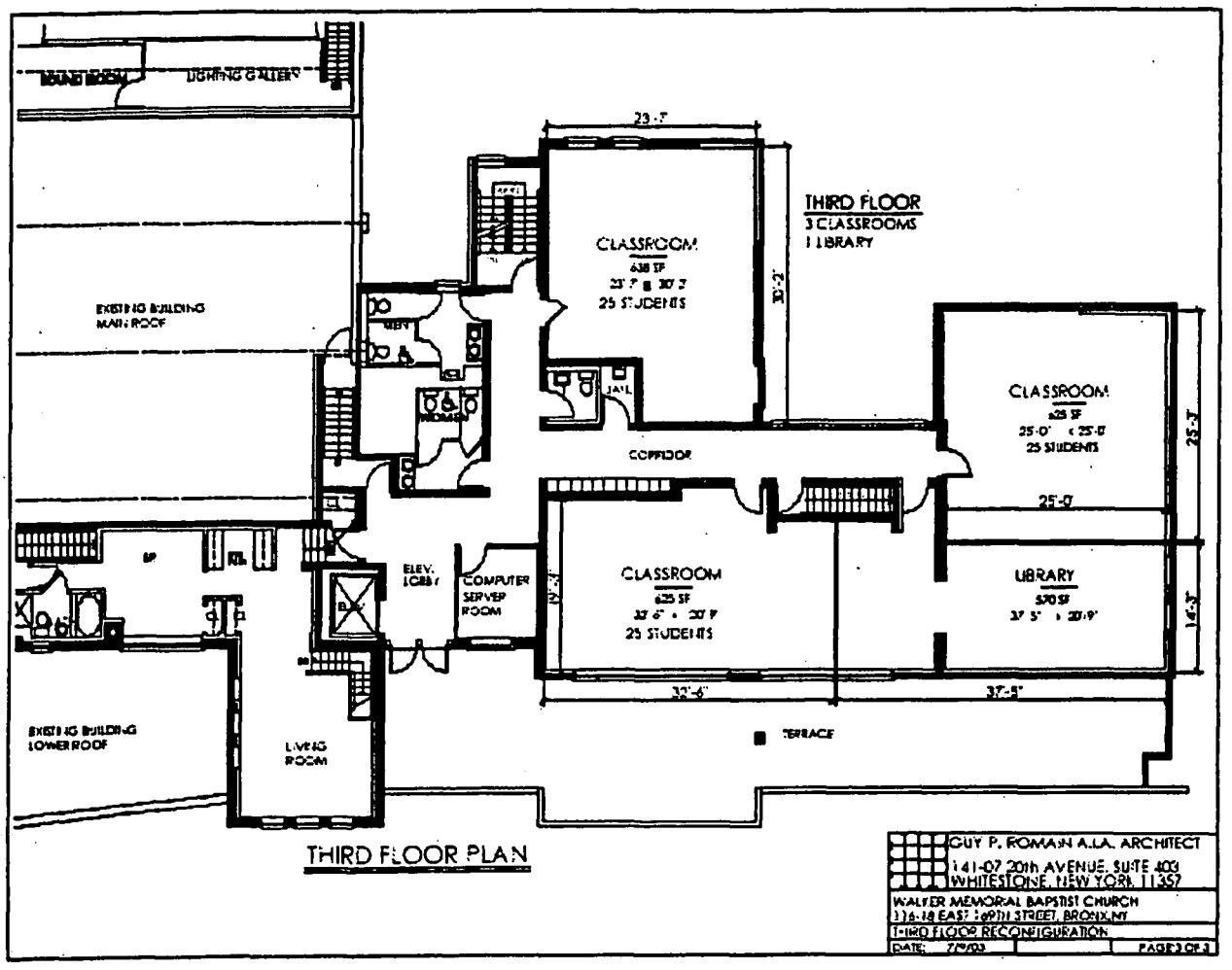
Floor Plan	Square Feet	Floor Plan	Square Feet
1st Floor	7,000	2nd Floor	5,300
Classroom 1	650	Classroom 1	625
Classroom 2	625	Classroom 2	625
Classroom 3	750	Classroom 3	625
Principal's Office	160	Classroom 4	612
Reception	140	Resource Room	260
		Offices	240
3rd Floor	5,300		
Classroom 1	625		
Classroom 2	625		
Classroom 3	638		
Library	570		



Attachment 53-2



Attachment 53-3



THIRD FLOOR PLAN

Attachment 53-4

Attachment 54

Attach a description of the transportation arrangements made for charter school students, including arrangements made for students who would not qualify for public school transportation under Education Law, and any supplemental transportation arrangements planned with the school district.

The Academy students will receive transportation services for which they are eligible under Education Law § 2853(4)(b) and § 3635. The school will work with the New York City Department of Education (NYCDOE) to obtain the same transportation arrangements for its children that the district provides to all other children of non-public school students. The Academy will notify the district not later than March 1st, 2004 of the need for transportation services and will coordinate with NYCDOE to arrange transportation for eligible students. If a student is not eligible for such transportation, the parent will provide transportation.

Attachment 55

Describe any intention to expand the charter school, including physical expansion, anticipated growth in the school's budget or other financial expansion, expansion in the grade levels served, or expected increases in the student population beyond the requested time period of the charter.

At this time, the Academy does not expect to expand beyond what was described in this application. However, if the school succeeds in meeting its academic goals and community demand grows, the Academy would consider expansion through seeking a charter amendment.

Attachment 56

Please indicate whether the charter school you propose would:

- **have the same or substantially the same board of trustees and/or officers as an existing private school;**
- **draw from an existing private school a substantial portion of the employees of the charter school;**
- **would receive from an existing private school a substantial portion of such private school's assets or property; or**
- **would be located at the same site as an existing private school.**

The Academy will not have the same or substantially the same board of trustees and/or officers as an existing private school;

The Academy will not draw from an existing private school a substantial portion of the employees of the charter school;

The Academy will not receive from an existing private school a substantial portion of such private school's assets or property; or

The Academy will not be located at the same site as an existing private school.

Attachment 57

Please provide, if you wish, any other information that you think would be helpful to the Charter Schools Institute and the Board of Trustees in their evaluation of your application.

APPLICATION FOR THE ESTABLISHMENT OF THE GRAND CONCOURSE ACADEMY CHARTER SCHOOL

SUBMITTED MARCH 1, 2004

CHARTER SCHOOL INSTITUTE
STATE UNIVERSITY OF NEW YORK
74 NORTH PEARL STREET, 4TH FLOOR, ALBANY, NY 12207
Tel: (518) 433-8277; Fax: (518) 427-6510
E-mail: charters@sysadm.suny.edu
www.newyorkcharters.org

VOLUME II: Exhibits

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MAR 0 1 2004
Charter Schools Institute

Exhibit A

Provide copies of the last two contracts the management company has executed with operating charter schools (in New York or other states) and, if applicable, the status of those charter schools' application for tax-exempt status under section 501(c)(3) of the Internal Revenue Code;

Executed copies of Roosevelt Children's Academy Charter School and Merrick Academy – Queens Public Charter School management contracts with Victory Schools are provided below.

AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT CONTRACT

This Amended and Restated Charter School Management Contract (this "Agreement") is made as of the 5th day of April 2001 between Victory Schools, Inc., a New York corporation ("VSI"), and Merrick Academy – Queens Public 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 and firing of a School Director by VSI.

(j) To approve the hiring of teachers by VSI.

(k) To approve an annual budget in accordance with Section 4.7.

(l) 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 and the Board shall have the right to approve such affiliated transactions, such approval not to be withheld unreasonably;

(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 (i) the hiring and firing of a School Director prior to VSI's hiring or firing of the School Director, and (ii) the hiring of teachers prior to VSI's hiring of teachers; provided further, that the School Director shall also have the right to terminate any teacher, teacher's assistant and/or member of the support staff, excluding the business manager, upon consultation with VSI and upon providing the Board with notification of same.

(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, provided, however, VSI shall obtain approval from the Board prior to entering into contracts for services or goods in excess of $10,000

and such approval may be obtained for general authorization to enter into such contracts at the beginning of a fiscal quarter;

(d) purchasing or leasing real estate for use as Charter School facilities, provided, however, VSI shall obtain approval from the Board prior to entering into contracts for the purchase or lease of real estate; provided further, 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 and the Board shall have approved such affiliated transactions;

(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 dollars. Such Operating Deficit Contribution(s), if any, shall bear no interest. It is further agreed that the first $300,000 contributed by VSI for start-up expenses before the school's opening shall be treated as an non-refundable gift to the Charter School and not as an operating deficit contribution, loan or other financial obligation (as defined in Section 8.3 hereof) of the Charter School which would have to be repaid by the Charter School to VSI.

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. Notwithstanding the foregoing, the Board's approval shall be necessary to hire and fire the School Director and to hire the teachers.

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; provided, however, for purposes of determining the Central Services fee, gross revenue shall not include gifts, grants, and other contributions that are not directly generated by VSI. 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 may charge such fees for extra services, such as after school and summer programs, as may 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. The Board shall establish an advisory grievance committee to receive complaints, if any. Membership on such committee shall be limited to members of the Board who are not parents, teachers or administrators of the Charter School. The Board shall refer any complaint to such committee in the first instance, and such committee shall investigate and 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) At every board meeting, 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, acting through the Board, 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, acting through the Board, 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, acting through the Board, 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. Each of VSI and 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. In the event of arbitration pursuant to Section 11 of this Agreement, each of the Charter School and VSI shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining the Charter School's tax-exempt status. 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; provided, however, for purposes of determining the management fee, gross revenue shall not include gifts, grants, and other contributions that are not directly generated by VSI. 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 Notwithstanding Section 7.1 of this Agreement, the Parties may agree to renew this Agreement for additional terms. Unless mutually agreed to by the parties in writing, the same terms and conditions as set forth herein shall apply to any renewal term. In the event the board elects not to renew this Agreement for any reason, then the Charter School shall pay any and all deferred management fees VSI may have accrued but deferred during the term of this Agreement pursuant to Section 6. Such management fees shall be paid ratably to VSI on a monthly basis within a 48 month period, but in no event shall monthly payments to VSI be less than seventy-five percent (75%) of monthly payments then currently paid by the Charter School to any other education management company, staff trainer, consultant, curriculum developer or provider of central services; provided, however, in the event that the Charter School student enrollment at any time

during the term of this Agreement increases by one hundred percent (100%) or more from the date hereof, the Charter School shall pay any deferred management fees to VSI within a 72 month period. 509

8. Termination.

8.1 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.

(g) If, at the end of the third full year of academic operation, it is unambiguously apparent that VSI will fail to achieve acceptable academic performance as set forth in section 4.5 VSI can irrefutably demonstrate that its performance is acceptable by demonstrating any one of the following: (i) academic results equal or better to those committed to the chartering authority in the charter; (ii) a level of academic performance, as measured by the outcome of standardized, national or state-wide testing, which exceeds the average performance of students of comparable socio-economic background on a district wide basis, or (iii) a high level of parent satisfaction. A high level of parent satisfaction can be established among other ways, if 70% of parents responding to a questionnaire in the previous 12 months report that they believe the Charter School's academic program is "good" or "excellent". If the Board is dissatisfied with VSI's academic performance VSI will be notified by the Board in writing of the threat of termination pursuant to this section six months prior to the end of the third academic year, including the reasons for the Board's dissatisfaction and its evidence of academic shortfalls.

8.2 Upon expiration or termination of this Agreement for any reason, the parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both parties that the Charter School shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the parties:

(a) the Charter School shall have the right to use VSI Proprietary Information, as defined under Section 9 hereof, then currently in use by the Charter School, until the last day of the then current school year; provided, however, that in the event

that the Charter School enters into a contractual relationship during the then current school year with any other company for services substantially similar to the services to be provided herein by VSI, then the Charter School shall return all VSI Proprietary Information to VSI;

(b) VSI shall provide the Charter School with all student records, financial reports, employee records and other Charter School data in VSI's possession and not currently in possession by the Board;

(c) VSI shall provide the Charter School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this agreement, provided that the Charter School shall pay to VSI all fees, expenses and other costs of VSI consultants and agents who may, from time to time upon mutual agreement of the parties, provide assistance to the Charter School or its students.

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 be effective and the Charter School shall remain liable to VSI until 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, all in accordance with the terms therein.

8.4 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.

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.

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 and Legal Services.

11.1 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, provided that any relief granted shall be consistent with maintaining the Charter School's tax-exempt status.

11.2 It is agreed that the Board shall retain legal counsel to advise the Board, and that reasonable and necessary legal services in the normal and ordinary course of business shall be paid for out of the operating budget of the Charter School not to exceed $15,000 per year.

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 to the Charter School, to:

Ms. Alma Alston
141-05 230 Place
Laurelton, New York 11413

With a copy to:

Ms. Joan Flowers
219-10 South Conduit
Springfield Gardens, New York 11413

If to VSI, to VSI in care of:

Victory Schools, Inc.
c/o Steven B. Klinsky
712 Fifth Avenue, Suite 2300
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. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings, written or oral, in respect thereof, including a charter school management agreement, dated July 11, 2000 between 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. Both parties acknowledge that an assignment of this Agreement by either party may constitute a revision of the Charter and may require approval by the Charter School Institute pursuant to the Act.

12.9 This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

12.10 This Agreement can be modified or amended upon mutual written consent of the parties.

12.10 This Agreement can be modified or amended upon mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VICTORY SCHOOLS, INC.

By: _____
Steven B. Klinsky, President

MERRICK ACADEMY – QUEENS PUBLIC CHARTER SCHOOL, INC.

By: _____
Ms. Juanita Watkins, Board Member

AMENDED AND RESTATED CHARTER SCHOOL MANAGEMENT CONTRACT

This Amended and Restated Charter School Management Contract (this "Agreement") is made as of the 4th day of May 2001 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 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.

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 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 support fund raising activities for the Charter School, and to seek to prevent operating deficits.

(i) To participate in, and approve, the hiring and firing of a School Director by VSI.

(j) To approve the hiring of teachers by VSI.

(k) To approve an annual budget in accordance with Section 4.7.

(l) 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 under the general supervision and control of the Board and in accordance with the terms of this Agreement, 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 consistent with the Founding Design;

(b) selecting and acquiring on behalf of the Charter School, at prices reasonable and fair to 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 Board shall have the right to approve such affiliated transactions and such approval shall not be unreasonably withheld;

(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 (i) the hiring and firing of a School Director prior to VSI's hiring or firing of the School Director, and (ii) the hiring of teachers prior to VSI's hiring of teachers; provided further, that the School Director shall also have the right to terminate any teacher, teacher's assistant and/or member of the support staff, excluding the business manager, upon consultation with VSI and upon providing the Board with notification of same.

(d) implementing and monitoring professional development activity requirements applicable to the School Director and appropriate administrative and instructional personnel.

4.2 Management and Operation of the Charter School. Under the general supervision and control of the Board and consistent with the Founding Design, 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, on behalf of the Charter School, 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; provided, however, VSI shall obtain the approval of the Board prior to entering into contracts for services or goods in excess of $50,000; provided further, that VSI shall seek to contract with public or private entities or individuals from the Charter School's local community;

(d) purchasing or leasing, on behalf of the Charter School, real estate for use as Charter School facilities, provided that if such purchase or lease is from a person

or entity affiliated with VSI, VSI obtain the Board's prior written consent and 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 art 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, subject to 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. Such Operating Deficit Contribution(s), if any, shall bear no interest. It is further agreed that the first $300,000 contributed by VSI for start-up expenses before the school's opening shall be treated as a non-refundable gift to the Charter School and not as an operating deficit contribution, loan or other financial obligation of the charter school as defined in Section 8.3 which would have to be repaid by the Charter School.

4.5 Minimum Student Outcomes. It shall be the responsibility of VSI that the Charter School shall, no later than the fourth year of each Term, show significant evidence of clearly superior educational results relative to other Roosevelt district public schools by attaining a level of academic performance as measured by the outcome of standardized state-wide testing in reading and mathematics, which exceeds by not less than 13% the average performance of students on a district-wide basis in the Roosevelt school district.

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, causing criminal background checks to be performed on all Charter School employees, establishing administrative procedures, preparing a parent handbook, establishing employee salaries and benefits, and preparing a staff handbook. Notwithstanding the foregoing, the Board's approval shall be necessary to hire and fire the School Director and to hire the teachers.

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 under Section 4.2, ("Central Services"), so long as such allocation does not exceed, in the aggregate, 15% of gross revenues of the Charter School; provided, however, for purposes of determining the Central Services fee, gross revenue shall not include gifts, grants, and other contributions that are raised without the assistance or support of VSI. 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. Subject to Board approval, VSI may 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. The Board shall establish an advisory grievance committee to receive complaints, if any. Membership on such committee shall be limited to members of the Board who are not parents, teachers or administrators of the Charter School. The Board shall refer any complaint to such committee in the first instance, and such committee shall investigate and 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; and

(d) Quarterly, or as requested by the Board, a report of all monies, gifts and other funds received by, or on behalf of, the Charter School, detailing the amount of each item received and the source of same.

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. 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. Notwithstanding VSI's liability for any failure to comply with its obligations under this Agreement, 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; provided that a failure on the part of the Board to object to a VSI act or omission shall not be construed as a waiver of that objection.

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, acting through the Board, shall cooperate with VSI in the preparation of, and shall have ultimate approval authority over, 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. Each of the Charter School and VSI 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 or VSI 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 or VSI shall immediately notify the other of the asserted violation and the two parties shall thereafter work diligently with each other to determine whether such asserted violation in fact exists, to correct any violation found to exist, and vigorously contest the asserted violation under appropriate circumstances if the same is found not to exist.

5.5 Tax Status. Each of VSI and 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. In the event of arbitration pursuant to Section 11 of this Agreement, each of the Charter School and VSI shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining the Charter School's tax-exempt status. 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; provided, however, for purposes of determining the

management fee, gross revenue shall not include gifts, grants, and other contributions that are raised without the assistance or support of VSI. 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 for services not contemplated under this Agreement, 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 Notwithstanding Section 7.1 of this Agreement, the Parties may agree to renew this Agreement for additional terms. Unless mutually agreed to by the parties in writing, the same terms and conditions as set forth herein shall apply to any renewal term. In the event the board elects not to renew this Agreement for any reason, then the Charter School shall pay any and all deferred management fees VSI may have accrued but deferred during the term of this Agreement pursuant to Section 6. Such management fees shall be paid ratably to VSI on a monthly basis within a 48 month period, but in no event shall monthly payments to VSI be less than seventy-five percent (75%) of monthly payments then currently paid by the Charter School to any other education management company, staff trainer, consultant, curriculum developer or provider of central services; provided, however, in the event that the Charter School student enrollment at any time during the term of this Agreement increases by one hundred percent (100%) or more from the date hereof, the Charter School shall pay any deferred management fees to VSI within a 72 month period.

8. Termination.

8.1 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 it shall make an assignment for the benefit of creditors; 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 been grossly negligent in the 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, the Board shall have the right to terminate this Agreement immediately if, within 30 days of VSI's receipt of written notice of the alleged breach from the Board, VSI has not cured the breach (or, if the problem cannot reasonably be cured within such 30 day period, has not commenced and continued diligently to prosecute a cure).

(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 eight percent (8%) 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. 524

(f) VSI shall have the right to terminate this agreement if the Charter School has not secured a real estate site for the school that is acceptable to VSI.

(g) 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 reason of any flood, riot, explosion, strike, war, act of God, fire, sabotage, accident or any other casualty or cause beyond VSI's control, and which cannot be overcome by reasonable diligence and without unusual expense.

8.2 Upon expiration or termination of this Agreement for any reason, the parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both parties that the Charter School shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the parties:

(a) the Charter School shall have the right to use VSI Proprietary Information, as defined under Section 9 hereof, then currently in use by the Charter School, until the last day of the then current school year; provided, however, that in the event that the Charter School enters into a contractual relationship during the then current school year with any other company for services substantially similar to the services to be provided herein by VSI, then the Charter School shall return all VSI Proprietary Information to VSI;

(b) VSI shall provide the Charter School with all student records, financial reports, employee records and other Charter School data in VSI's possession and not currently in possession by the Board; and

(c) VSI shall provide the Charter School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this agreement, provided that the Charter School shall pay to VSI all fees, expenses and other costs of VSI consultants and agents who may, from time to time upon mutual agreement of the parties, provide assistance to the Charter School or its students.

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 be effective, provided that the Charter School shall remain liable to VSI until 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 in accordance with the terms therein.

8.4 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.

9. **Proprietary Information.** 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, or as required by disclosure laws or legal process, 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.

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.** General. Any controversy or claim arising out of or relating to this agreement or the breach hereof shall be finally settled by arbitration. The arbitration shall be held in New York, New York and shall be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration. The arbitrator shall have no power to add to or subtract from this agreement; provided, that any relief granted shall be consistent with maintaining the Charter School's tax-exempt status.

The Award. The arbitral award may grant any relief deemed by the arbitrators to be just and equitable, including, without limitation, specific performance. The arbitrator shall state his/her findings of fact and conclusions of law, the reasons for the award and relief granted, and the award shall be final and binding on the parties to the arbitration.

12. **Legal Services.** It is agreed that the Board shall retain legal counsel to advise the Board, and that reasonable and necessary legal services in the ordinary course of routine Board matters shall be paid for out of the operating budget of the charter school not to exceed $15,000 per year.

13. **Miscellaneous Provisions**

13.1 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:

Mr. Robert Francis
200 North Franklin Street
Hempstead, New York 11550

If to VSI, to VSI in care of:

Victory Schools, Inc.
c/o Steven B. Klinsky
712 Fifth Avenue, Suite 2300
New York, NY 10019

13.2 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).

13.3 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.

13.4 If the Charter is revoked by the Charter School's chartering entity or any other state or federal governmental agency, either party to this Agreement shall have the right to terminate this Agreement in accordance with Sections 8.2, 8.3 and 8.4.

13.5 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. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all prior agreements or understandings, written or oral, in respect thereof, including, without limitation, that certain charter school management agreement, dated August 18, 2000 between the parties hereto.

13.6 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.

13.7 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.

13.8 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.

13.9 This Agreement can be modified or amended upon mutual written consent of the parties.

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
Steven B. Klinsky, President

ROOSEVELT CHILDREN'S ACADEMY CHARTER SCHOOL, INC.

By: Robert Francis
Robert Francis, Chairman -- Board of Trustees

Exhibit B

(c) If Requests Nos. 9(a) and 9(b) are applicable to your application, then provide all of the following information, If not applicable, please so note and proceed to Request No. 10.

- **evidence that the corporate entity is authorized to do business in New York State;**

Please find a letter from the Department of State certifying Victory's authority to do business in New York State and certificate of incorporation below.

State of New York } ss:
Department of State

I hereby certify, that VICTORY SCHOOLS INC., a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 08/05/1999, under the name of VICTORY SCHOOLS INC.. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York. I further certify the following:

A Certificate of Change was filed on 10/12/1999.

A Biennial Statement was filed 08/28/2001.

A Biennial Statement was filed 09/08/2003.

I further certify, that no other documents have been filed by such Corporation.

STATE OF NEW YORK
DEPARTMENT OF STATE

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 15th day of September two thousand and three.

Secretary of State

200309160325 • 93

State of New York
Department of State } ss:

I hereby certify, that VICTORY SCHOOLS INC. a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 08/05/1999. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 25th day of July two thousand and one.

Special Deputy Secretary of State

200107260429 • 93

State of New York
Department of State } **ss:**



***

Witness my hand and the official seal of the Department of State at the City of Albany, this 25th day of July two thousand and one.

Special Deputy 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, Secretary of State

3014154 8100

AUTHENTICATION: 9617870

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 Loockerman 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:

Name	Mailing Address
Marsha Durham	Fried, Frank, Harris, Shriver & Jacobson One New York Plaza - 26th 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

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 03/09/1999
991090613 – 3014156

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

- **the number of schools the entity presently manages (if any) and the location of those schools;**

Since 1999, Victory has demonstrated expertise and a strong track record in urban school development and operations. Based in New York City, Victory currently provides services to eleven public schools enrolling approximately 5,700 children in New York State, Philadelphia and Baltimore. In New York City, the Victory managed Sisulu Children's Academy – Harlem Public Charter School was New York State's first charter school. In 2000, Victory help start Long Island's first charter school, the Roosevelt Children's Academy Charter School, and opened another school in Queens, the Merrick Academy – Queens Public Charter School.

In Baltimore, the school district chose Victory as the sole service provider to reform and manage a troubled elementary and middle school that was at risk of state takeover. In Philadelphia, the school district selected Victory to redesign and manage five underperforming schools, including the creation of an innovative gender separate middle school. Victory's first year success prompted the School District of Philadelphia to contract an additional middle school, which will eventually expand into a high school. In fact, they were the only private management company asked to manage more schools.

Below is a chart of all Victory managed public schools.

Victory Managed Schools

School	Year Est.	Schools	Grades	Enrollment	Type
New York					
-Sisulu Children's Academy	1999		K, 2-5	300	Charter
-Roosevelt Children's Academy	2000		K-5	300	Charter
-Merrick Academy	2000		K-5	400	Charter
SUBTOTAL		3	K-5	1,000	
Baltimore					
-Westport Academy	2001	1	PK-8	561	District
Philadelphia					
-Richard Wright	2002		K-5	398	District
-Anna B. Pratt	2002		K-5	386	District
-Mary Bethune	2002		K-5	709	District
-FitzSimons Young Men's Acad.	2002		6-9	394	District
-FitzSimons Young Women's Acad.	2002		6-9	394	District
-George Pepper	2002		5-8	1,087	District
-E. Washington Rhodes	2003		6-9	806	District
SUBTOTAL		7	K-9	4,174	
TOTAL		11	K-9	5,735	

- **the length of time the entity has been in business;**

Victory has been doing business since 1999.

- **the most recent annual report of the entity;**

Victory has recruited an education management team with significant experience from both the public and private sectors. The Victory team includes senior educators with decades of experience as leaders in the nation's largest and most challenging public school system, New York City.

Dr. Margaret R. Harrington, Victory's chief operating officer, was the former New York City Board of Education's chief executive of all School Programs and Support Services and dedicated over 30 years to improving student achievement. She received 19 "Educator of the Year" awards and is highly regarded for reforming and redesigning underperforming schools. Beverly Garcia-Anderson, Victory's senior charter school educator, was the former deputy superintendent of Community School District 15 in Brooklyn and served over 35 years in the New York City system. She is widely credited for turning historically failing schools into exemplary reform programs recognized as models for school change. Steven B. Klinsky, Victory's founder and chief executive officer, has over two decades of Wall Street business experience and started an innovative after school program in Bedford Stuyvesant and East New York that currently serves over 1,000 low-income public school children.

Additional information about Victory is provided below.

Experienced Leadership

Victory's team combines the best professionals from the public and private sectors, to form a uniquely powerful combination. Victory's nationally distinguished senior educators have decades of experience as leaders in the nation's largest and most challenging public school systems.

Steven B. Klinsky, founder and Chief Executive Officer, is a highly respected businessman and education reformer. Founded an innovative after school program in NYC that serves over 1,000 low-income public school children.

Dr. Margaret R. Harrington, Chief Operating Officer, formerly the chief executive of all School Programs and Support Services (grades K-12) for the New York City public school system. Received 19 "Educator of the Year" awards and highly regarded for reforming and redesigning high schools.

Beverly Garcia-Anderson, Regional Director, served as Deputy Superintendent of Community School District 15 in Brooklyn. Praised for turning a historically failing high school program in Staten Island into an exemplary reform program recognized by the New York State Department of Education as a model for high school change.

For profiles of the entire Victory Team, please visit our website: www.victoryschools.com

Contact Information:

Victory Schools Inc
111 W. 57th St.
Suite 525
New York, NY 10019
212-796-7900
212-[illegible] 782 (fax)

Exhibit B-11

Victory Partnership Schools

Victory Schools is responsible for managing 10 public schools with 4,500 students in New York, Baltimore, and Philadelphia.

New York

Victory opened the state's first charter school in New York City in 1999 and Long Island's first charter school in 2000.

- Sisulu Children's Academy – Harlem Public Charter School
- Roosevelt Children's Academy Charter School
- Merrick Academy-Queens Public Charter School

Baltimore

In 2001, the Baltimore City Public School System selected Victory to reform and manage a troubled elementary and middle school that was at-risk of state takeover.

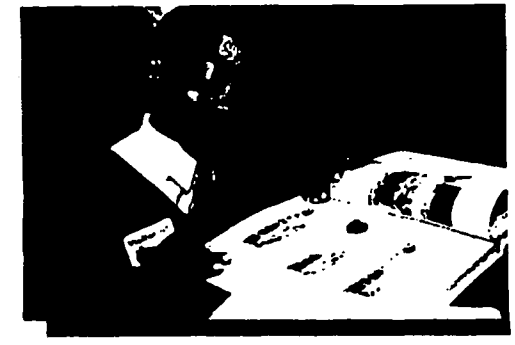
- Westport Academy

Philadelphia

The School District of Philadelphia selected Victory to redesign and manage five under-performing schools.

- Thomas FitzSimmons Twin Leadership Academies
- George Pepper Middle School
- Mary McCleod Bethune Academy
- Richard R. Wright Academy
- Anna B. Pratt Academy

Victory School



Creating Great Schools for America's Children

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Victory Schools

Mission:

Create great schools for America's children by combining the best elements of the public and private sectors.

Nationally Recognized Education Management Team

- ***Senior Education Reformers** with a proven track record*
- ***Experienced Public School Leaders** from the nation's largest urban systems.*
- ***Personalized Service** for all schools*

Standards-Based and Research- Proven Curriculum

- *Employs "best practices" & "best products" approach*
- *Aligns student learning to state standards*
- *Embeds rigorous assessment to measure student progress in skills and content learning*
- *Emphasizes core skills to prepare students for critical thinking and creativity*
- ***Focuses on literacy acquisition across the curriculum and exposes students to authentic literature***

Exhibit B-12

What People Are Saying

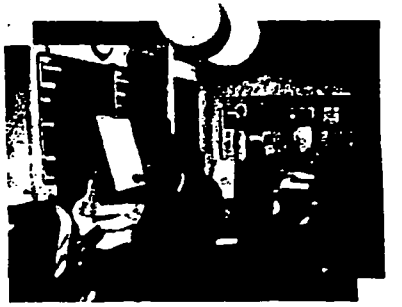
"I like to show off my son's reading abilities to friends and family members. They are all very impressed with his abilities relative to their own kids and are asking how they can get their children into the school."
- Parent, Roosevelt Children's Academy

"I love it! It has made a huge difference in my daughter. I was one of those parents in search of a new idea and I am trying my best to keep this alive."
- Parent, Merrick Academy

Parents at the Sisulu Children's Academy said the school has been a rousing success."
- NY Post (June 22, 2000)

"Once struggling Westport is beginning to show signs of a major rebound."
- Baltimore Sun (September 21, 2001)





Victory's Integrated Curriculum Promotes Succ

Reading

- *Balanced Literacy approach wit early focus on phonics building through the use of authentic text moves to literature appreciation, reading comprehension, and hig order thinking skills*

Writing

- *Focus on the writing process across the curriculum and creating writing portfolios*

Mathematics

- *Emphasis on teaching basic sk and employing a hands-on approach that engages student with everyday problem solving*

Social Studies & Science

- *A proprietary, standards-base curriculum based on the Core Knowledge Sequence to teach history, science, geography, ar and music at a high academic level*

Professional Development

- ***Experienced senior educators providing extensive training including one-on-one coaching***



The Philadelphia

All eyes are on this city's public schools, which have become a national laboratory for reforms by for-profit managers. TIME tracks three players

By REBECCA WINTERS

MARLA BLAKNEY'S FIFTH-GRADE CLASSROOM is the front line in the nation's largest experiment in privately run public schools. And on a muggy fall morning in Room 308 at Harrity Elementary School, the troops are doing the Macarena. Arms crossing, hips swiveling, 24 Philadelphia schoolchildren are shouting a mantra—"Wisdom! Justice! Courage! ..."—that is supposed to create the lively but respectful classroom environment that can elude even good teachers. And to their skeptical teacher's amusement, it seems to be working. "When Edison taught us this, I thought, 'This is so corny. My kids won't go for it,'" says Blakney, whose building was taken over this fall by the for-profit company Edison Schools. "But it's a new year. I'm giving it a try."

Like Blakney, other teachers as well as students and administrators in Philadelphia's worst-performing elementary and middle schools have been forced to undertake some radical changes this year after a reform panel awarded control of 45 failing

Exhibit B-13



SHAKING THINGS UP: From Edison, Blakney learned a new, academic use for the Macarena

Experiment

schools in the city to seven independent operators. The outside contractors include Edison, based in New York City and the largest of the companies that manage public schools as a business; Victory Schools, a much smaller New York City firm with schools in that city as well as in Baltimore, Md.; and the Chancellor Beacon Academies of Coconut Grove, Fla., which operates charter schools and private day schools [illegible] the country. Two nonprofit organizations were also given schools to run, and Temple University and the University of Pennsylvania will provide extensive services at others. In addition, the panel hired Paul Vallas, who oversaw major reforms in Chicago's schools, as its new district CEO. But most eyes, in Philadelphia and around the nation, are focused on the for-profit companies that ambitiously, and controversially, aim to improve failing public schools while rewarding private investors.

How well Philadelphia's children fare in these real-life laboratories will ultimately touch public schools in every corner of the U.S., offering examples to emulate or mistakes to avoid. As the experiment begins, TIME is following three individuals with a direct stake in the outcome: fifth-grade teacher Blakney, elementary-school principal Anita Duke and seventh-grade student Shaliah Denmark. All three will experience what happens when private hands buy the books, train the teachers and set the priorities. Each has her own degree of optimism about the promised reforms. TIME will return to them later in the school year for a report card on how those changes—and their feelings about them—have progressed.

THE TEACHER

MARLA BLAKNEY IS A PRAGMATIST. "THE bottom line is, if my children are improving, go ahead and make a dollar," says the former accountant, 33, who is in her fifth year of teaching at Harrity, a poverty-plagued but homey school in the southwest section of the city, where the principal opens the day ringing a handbell in the asphalt schoolyard. Edison, the company running Blakney's school, is under intense pressure to produce both higher reading scores and stronger fiscal results. The largest and most experienced of the for-profit firms, with 150 schools in 24 states and the District of Columbia, Edison is in near total financial disarray. Its stock, selling as high as $36 a share in early 2001, may be delisted by NASDAQ if it doesn't rise above $1. And because of wrangling with the district over contract terms, it has yet to receive the first of its four $3 million payments to run 20 Philadelphia schools.

Like its for-profit competitors, Edi-

EDISON SCHOOLS

[illegible] 20

[illegible] Edison groups children by ability for reading, allots more preparation and training time for teachers and, typically, institutes a longer school day and year

[illegible] It must keep its financial woes and shaky relations with the teachers' union from slowing progress in the classroom



TRYING TO ADJUST: Since Victory took over, Duke has set tougher standards at the school she runs

UL 542

son is ideologically opposed by the teachers' union as well as by some community groups and parents, simply because it wants to make money from public-school students. This has already affected the experiment. For instance, while Edison was allowed to put in place its 90-min.-a-day reading curriculum called Success for All, which relies on testing every eight weeks, and to group its teachers into small, multigrade communities within its schools, some of the company's favorite ideas—a longer school day and year, for example—won't be used in Philadelphia because teachers were opposed to them and budgets were tight. The company also ran into trouble when it cut some of the support staff who helped with discipline and administrative tasks. The district restored a handful of those administrative employees after discipline problems erupted at Edison's middle schools during the first few days of school.

But a look inside Blakney's classroom reveals why some Philadelphia teachers are willing to give the embattled company and its sometimes hokey methods a chance. In addition to the Macarena sessions, Blakney has found success with other Edison techniques, like regularly using the company's vocabulary—"I like the active listening I'm seeing at this table"—to reinforce good behavior. Blakney says she has more opportunity to master her curriculum and exchange ideas with other teachers since Edison increased time for teacher training from a period a week to one every other day. And instead of requiring her to balance her reading lessons between the stars and the stragglers in her class, Edison groups children from different classrooms by their ability to read and then establishes a rotation, so Blakney and her fellow teachers can work with youngsters who are on the same level.

Blakney isn't completely won over, however, and she watches the company's stock price with a nervous eye, wondering, "If Edison has to go, do we get to keep what they've given us? The materials, the techniques, the code of conduct?" She says she will give the company three years to turn around test scores at Harrity, but this spring she will get an early sense of whether things are moving in the right direction when her students take the Pennsylvania state exams. In the meantime, "if we're able to sustain what we've started, I'll be pleased," Blakney says. "You come in all gung ho. The trick is remembering to do the Macarena, and everything else, when you're tired."

VICTORY SCHOOLS

NEW YORK CITY, FOUNDED 1994

NUMBER OF SCHOOLS IN PHILADELPHIA: 5

EDUCATIONAL APPROACH A very structured curriculum emphasizes writing and combines phonics and literature to teach reading. In some schools, students are separated by gender

BIGGEST CHALLENGE Victory needs teachers to buy into its strictly ordered curriculum and to quickly become proficient in its methods

THE PRINCIPAL

IT'S THE 10TH DAY OF SCHOOL at Wright Elementary in North Philadelphia, and principal Anita Duke is drilling her kindergarten teachers. "Somebody comes into your room from Victory and says, 'Your LPs aren't close.' What are your LPs?"

"Lesson plans?" ventures one of the teachers.

"No," Duke responds. "LPs are low performers, and the Victory people are going to want to see them [sitting] in the front of the room. You need to know this stuff."

Duke's teachers are reluctantly learning the language and demands of their new boss, Victory Schools, and Duke is the translator. Last fall, after nearly 30 years in Philadelphia public schools, five of those years as principal of Wright, Duke, a relentless optimist, learned that her students' test scores placed Wright on the list of failing schools due for massive reform. "The hardest part was swallowing my pride, seeing my school on that list and admitting that I need some help," says Duke.

After researching Victory online and going out to dinner with its representatives, Duke became persuaded that the company was staffed by "people of integrity" with experience in urban schools and that it deserved a chance. She decided to become the firm's "head cheerleader" at Wright and bring around her sometimes dubious staff.

Victory uses a heavily structured teaching method that, for reading, relies on a script and a combination of phonics and literature. New teachers seem to appreciate the Victory model, but veterans like fourth-grade teacher Raynette Perry are more skeptical. Perry has seen several waves of reform since she began teaching at Wright 24 years ago, and she isn't convinced privatization will do a

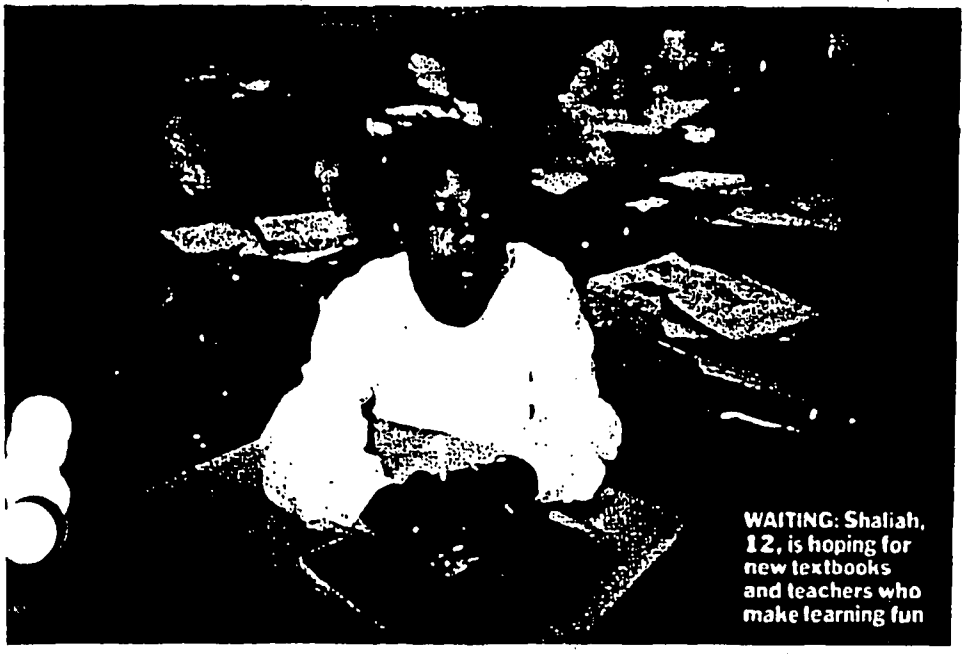
Exhibit B-15

better job of overcoming the social prob- of the children there. Poverty es the surrounding neighborhood of ded buildings and empty lots; whole school gets free lunch and kfast. Of Victory's curriculum, Perry "It's the same stuff we've always been teaching. One and one is always going to be two. But tell me what to do when my kids come in tired, without proper clothes, hungry. Fix that." Victory regional director Lynn Spampinato concedes that "we can't change society," but says, "we also can't use that as an excuse to lower the standards for kids. With an intensive academic program with the same problem over and over again, and it helps to have someone else say, 'That is not acceptable.' And you think, 'You're right, it's not.'"

THE STUDENT

WHILE POLICYMAKERS AND ADMINISTRATORS will view success in Philadelphia largely in terms of scores, the families in the schools will grade it by their own standards. Tanya Denmark, who is sending her third child through Shoemaker Middle School in West Philadelphia, regularly attends parent meetings, often checks in with teachers and enforces strict rules at home about homework and uniforms. With her daughter Shaliah, 12, about to enter seventh grade, Denmark closely followed news reports on Chancellor Beacon Academies, the private company designated to take over her neighborhood school. Shaliah had been attending a charter school that Denmark says turned her off with its use of uncertified teachers and its "arrogant leadership." But Denmark, who works for a mortgage firm, was impressed by what she heard about Chancellor Beacon's success in other states: last year Florida's education department awarded the company's schools in that grade an A or B rating, based on their performances on state tests. So Denmark decided to give Shoemaker another try.

Like Edison, Chancellor Beacon has less flexibility in the five schools it operates in Philadelphia than it had in previous projects: it must work with unions, a district bureaucracy and students who weren't specially recruited for its schools. But unlike the other two for-profit companies, Chancellor Beacon has been slow to roll out changes, instead beginning the year by studying the problem through teacher surveys, classroom visits and student test scores. In coming weeks the company plans to convene a parent round table, introduce new math and reading curricula and step up training for teachers. "There are things here that are working and things that aren't, and we're taking time to figure that out," says Sam Howard, director of school operations for Chancellor Beacon.



WAITING: Shaliah, 12, is hoping for new textbooks and teachers who make learning fun

CHANCELLOR BEACON ACADEMIES

[redacted]

5

[redacted] Chancellor Beacon schools stress core subjects, character education and outreach to parents. Its teacher training focuses on addressing different learning styles

[redacted] Accustomed to the flexible world of running charter schools and tuition-based private day schools, this newly formed company will have to learn to work with some difficult constituencies: a vocal teachers union, a big bureaucracy and a student population it didn't specially recruit

ke ours, you give kids a better shot."

The biggest change since Victory's rival, says Perry, is in the school's once sygoing principal. Duke, 52, is an lministrator who spends her weekends inting the library walls and her nights ring over special-education paperwork, ho patiently fields an early-morning rent phone call about the weather, say- g, "It's nice out, but she might need a cket." Before the take-over, says Perry, he was a total softy. Not anymore." hereas last year Duke often accepted cuses for tardiness or fighting, now she ickly doles out suspensions to trouble- kers in the school's upper grades. The ghened-up principal sees herself as forcer of Victory's policies, demanding son plans on time, pushing teachers to ploy the new methods and cracking faculty absences and lateness. "I bar too low," says Duke. "Some- ou just get worn down by dealing

The hope, of course, is that Chancellor Beacon's efforts will translate into academic gains for Shaliah, a bubbly Bs-and-Cs student, as well as for the Shoemaker pupils performing below grade level, whom Chancellor Beacon plans to target aggressively with personalized assignments and weekly monitoring of classwork and homework. The Denmarks like this cautious approach but also have some immediate concerns. Mom Tanya wants new textbooks; the ones Shaliah has are torn and marked up, and she's still waiting for a science book. Denmark would also like to see the discipline code strictly enforced in the sprawling, sometimes rowdy, four-story building. Shaliah says that what is important to her this year is having "teachers who know how to make learning fun. Whatever they do, they've gotta get that right." With state tests looming and a whole country watching, that's a taller order than it sounds. ■



GRADING THE PHILADELPHIA EXPER

Last fall, TIME reported on plans by for-profit firms to reform the city's schools. Here's how they did

By REBECCA WINTERS PHILADELPHIA

SCHOOLKIDS AREN'T THE ONLY ONES in Philadelphia praying for a good report card this month. Last fall, with most of the city's students testing well below state averages in reading and math, Philadelphia's assertive new schools chief, Paul Vallas, anded over control of 45 of the city's worst hools to seven private operators, including nonprofit organizations, universities and, most controversially, three for-profit companies. Now that the school year is ending, everyone is looking to see how the newcomers have done. Vallas has already given privatization a qualified endorsement by reaching agreements with six of the seven managers on contract terms for next year. This week a critical batch of test scores will provide the first hard data on how students have fared under privatization, a wrenching process that involved new principals, teaching methods, rules and expectations.

As with most education reforms, it will take years before researchers can declare this one a success or a failure. But throughout the school year, TIME has followed three individuals who have been at the center of this ambitious experiment: fifth-grade teacher Marla Blakney, seventh-grade student Shaliah Denmark and elementary school principal Anita Duke. All three spent the past nine months in Philadelphia public schools that had been taken over by for-profit operators. Their

Photographs for TIME by Andre Lambertson—Corbis



MENT

periences tell a more nuanced story than e one predicted by privatization's cheer-aders and critics when TIME first wrote out them and their schools last fall.

he Teacher

IEN EDISON SCHOOLS, THE NEW YORK y–based company that is the largest of for-profit firms, was awarded 20 Phila-lphia schools to manage last spring, stu-nt protesters waved signs that read I AM R SALE! SAY NO TO PRIVATIZATION! he time an Edison team arrived at

CLASS ACTION: Blakney no longer follows all of Edison's suggestions, but she and her fifth-graders are generally pleased by its changes

Harrity Elementary School in the poverty-ravaged southwestern part of the city last September, the staff was ready to try anything. "It couldn't have gotten any worse," says Marla Blakney, a raspy-voiced fifth-year teacher who has an exceptionally warm rapport with her students. "We were so sick of failing."

In the first month of school, Edison introduced new math and reading programs, reduced the size of reading classes, eliminated some nonteaching staff, added more time for teacher training and brought in a computerized monthly testing program. "They were so much in our faces in the beginning," says Blakney, a former accountant. "I have never worked so hard in my life, including in the corporate world." As her school's math coordinator, Blakney was charged with mastering the challenging new math curriculum and teaching it to her colleagues. She also ran the math club and served on the school's leadership team, which makes instructional and discipline decisions. Like all the other teachers at the Edison schools, she was trained in new techniques—the use of cheers, chants and catchphrases like "three-inch voices"—designed to help keep a class orderly without resorting to drill-sergeant discipline.

Not all of Edison's reforms have stuck. Blakney was enthusiastic about the company's innovations last fall, but her use of the chants and cheers waned over the months, and by midyear the extra hours she was spending out of the classroom for training seemed excessive. "I'd rather be with my kids," she says. But Edison's mandated monthly testing of her students has become Blakney's favorite new instructional tool, because it allows her to efficiently track her class's learning. Whipping out her laptop, she shows a visitor the scores her students have achieved and how they stack up against those of the school's total student body: all at Harrity are making progress, but Blakney's pupils are improving just a hair faster. Kid by kid, Blakney can look at any mathematical concept she's trying to teach—adding fractions with different denominators, for example—and see who understands it and who needs more help. "I can tailor my teaching accordingly," she says. "And I can show the kids. Children want to know 'How am I doing?'"

If her students and the others at Harrity do well on the year-end tests—and Blakney thinks they will—she will give much of the credit to the school's new principal, Johnetta Smith, whom Edison chose for her success in the similarly beleaguered Washington system. The Harrity staff calls Smith "the lady with roller skates" for her seeming ability to be everywhere in the building at once. Blakney says she likes the fact that Philly schools chief Vallas will let Edison keep all 20 of its schools. "I have taken Vallas' lead," she says. "So far he's standing by Edison, and so am I."

EDISON SCHOOLS

B

Number of Schools in Philadelphia: 20

Fee: $881 per pupil

What It Did: Introduced a scripted reading program and new math textbooks, and added computerized monthly testing for students. The company also offered more training for teachers and cut some nonteaching jobs.

How It Fared: Progress has been uneven—the new instructional tools have won over many teachers, but discipline problems have forced the company to restore some nonteaching jobs.

What's Next: A vote on its contract with the district is still pending, but Edison seems likely to return to all 20 schools next year.

The Student

SHALIAH DENMARK WORE A PRESSED BLUE uniform to her first few weeks of seventh grade at Shoemaker Middle School, an imposing five-story fortress in down-at-the-heels West Philadelphia. At 12, Shaliah was

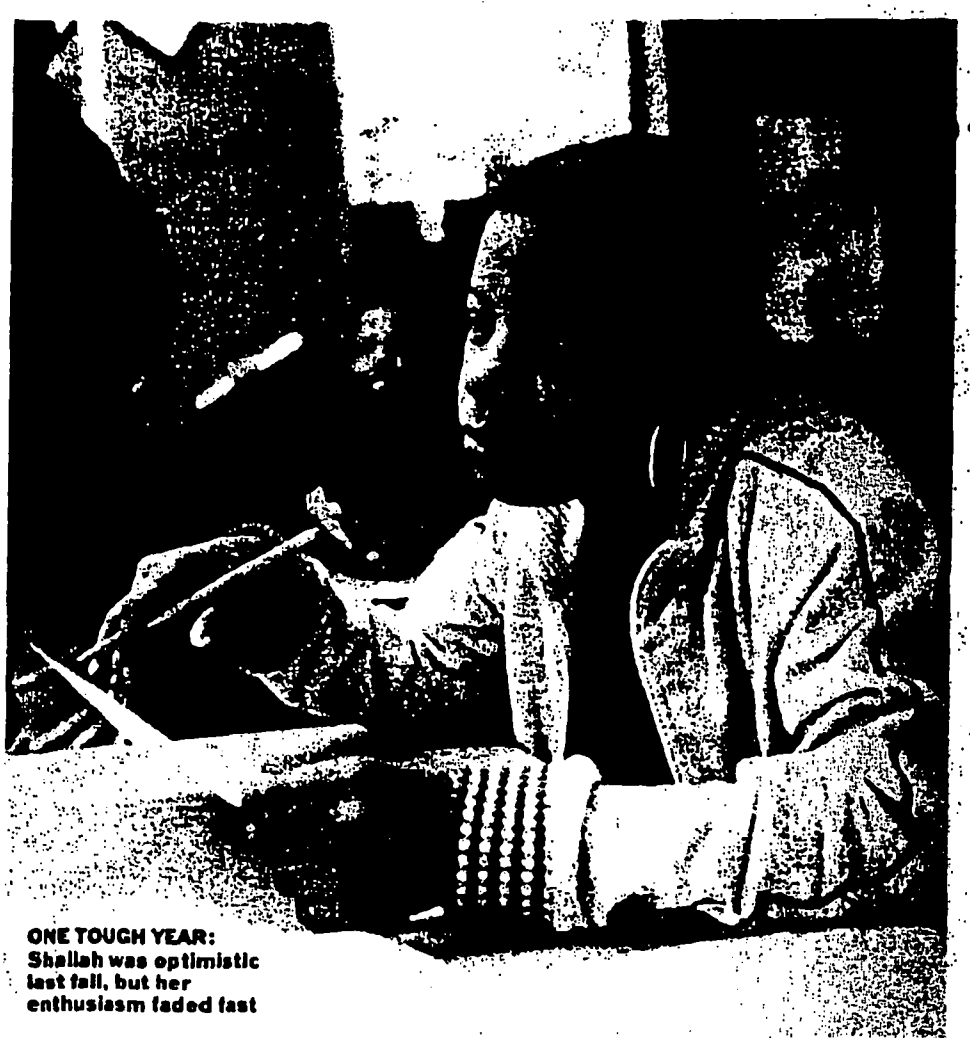


OCTOBER 2002 The magazine's first story examined the ambitious test the city set for its school system and introduced three people who would be most directly affected by it

starting middle school with low reading scores and a habit of chatting too much in class. But ebullient and with a sweet smile, she talked last fall of hoping to make the honor roll, of liking math. At home she trailed her mother Tanya around the kitchen, reading from homework assignments as Tanya cooked dinner. By this spring, however, the seventh-grader had ditched the uniform—"Wearing the same color every day wasn't doing it for me anymore"—was earning mostly Ds and had been suspended twice for fighting. The principal eventually taped Tanya's phone number under her computer keyboard because they talked so often. Tanya says her daughter was targeted by a rough group of girls and suffered beatings, teasing and having a juice carton full of urine tossed at her. "I fear for her life in that school," the worried mother says.

Tanya had taken Shaliah out of a charter school and moved her to Shoemaker last fall, pleased that Chancellor Beacon Academies, a Florida-based for-profit company, was taking over the school. She had reason to be optimistic: Chancellor Beacon charter schools in Florida and New York had performed above the state and national norms. In Philadelphia, however, Chancellor Beacon became the only management company fired by the district. According to Philly schools chief Vallas, the company failed to "create a presence" and didn't provide teacher training, shrink class size or offer after-school programs—all goals of the reform board that awarded the contracts. Contesting those claims, Chancellor Beacon points to more than $1.5 million in textbooks it purchased, hours of training it offered and in-depth studies it conducted on its five schools.

People at Shoemaker remember their experience differently. "We were open to change this year," says principal Gayle Daniels. "It just never came. We needed people who were going to roll up their sleeves and get dirty." Instead, Daniels says the company's leaders never held a full staff meeting until May, far too late to make an impact. Although the company set up its Philadelphia offices in their building, Shoemaker teachers say Chancellor Beacon seemed corporate and inaccessible. "I don't see them at all. It was a waste of money," says Glorybelle Marcial, Shaliah's science teacher.



ONE TOUGH YEAR: Shaliah was optimistic last fall, but her enthusiasm faded fast

The Denmarks have not decided whether Shaliah will return to Shoemaker in the fall. Still, for all her daughter's troubles, Tanya is somewhat sympathetic to the challenges Chancellor Beacon faced. "The district expected them to do in months what it hasn't been able to do for decades," she says.

CHANCELLOR BEACON ACADEMIES

Number of Schools in Philadelphia: 5

Fee: $803 per pupil

What It Did: Surveyed schools, purchased new math and reading textbooks, and offered teacher training.

How It Fared: Poorly. The company's plan to assess its students' needs before making big changes backfired. The schools chief terminated Chancellor Beacon's contract, saying the company failed to "create a presence."

What's Next: Company officials say a lawsuit against the district "is an option that's available." Its five schools will be under new managers.

The Principal

ON A CLOUDLESS SPRING morning, among boarded-up row houses in North Philadelphia, the asphalt school yard at Wright Elementary is a blur of arriving children, many in uniforms getting a bit too tight and too short as the year draws to a close. Glasses propped on top of her head, hand on a child's shoulder, Wright's motherly principal, Anita Duke, rolls a rickety cart with a microphone and speaker into the yard for the morning announcements and starts another day. It's Duke's 29th year working in Philadelphia's public schools, her sixth at Wright, and it has been one of her best.

Despite her initial skepticism about Victory Schools, the New York City–based company assigned to manage Wright this year, Duke chose to give the firm a try, persuaded her wary staff to do the same and then hoped for the best. "We dumb-lucked out," she says. Of the three for-profits awarded contracts, Victory is the only one that has been given an additional school to run next year, and it also seems likely to manage some of the small high schools that Philadelphia schools chief Vallas would like to open in the next few years, replacing the district's massive, impersonal buildings.

Victory brought in stopwatches and scripts to teach reading, revolutionary rigidity for a school that had practiced a



CONVERTED: Principal Duke, consoling a student, also embraces her school's reforms

owing literacy program that left lots m for creativity. When some teachers ehind the company's prescribed ssons-a-month pace, Victory coaches isited their classrooms and co-taught les- ons or gave demonstrations. While a back- ash against such heavy-handed methods night have been expected, most of Wright's aculty instead express gratitude. Fourth- grade teacher Raynette Perry says, "I hate to dmit it, but it works for my kids." Jacquelyn AcPherson, Wright's guidance counselor nd, as union representative, someone who could have led the revolt against uch intrusion, says, "Finally! Teachers ave wanted this kind of guidance for ears!"

There have been some bumps along ie way. The company's writing program alls for students to compose essays on core ubjects in history and science, not just on ersonal experiences. But early in the ear, Wright's teachers didn't have text- ooks that incorporated the Pennsylvania ate standards on which their students ould be tested. Victory's staff worked ith them to create three-ring binders of - ns on topics as diverse as ancient and human-body cells. "Now we're no writing, 'I love my mom. The dog is big.' We're writing, 'There are many parts to a cell,' " Duke explains. "Educationally, it's more bang for your buck." Victory's quick response to the materials crunch was particularly heartening to the staff. "If the district were involved, that would have been an eight-month process," Duke says. "Victory went to Kinko's."

Victory also helped Duke reduce class size in lower grades from 24 in some rooms to 16, and it replaced interns who had performed administrative duties with three full-time teachers. In addition, the company brought high-quality training to Wright's faculty. Unlike many other school reformers, Victory didn't rely on what Duke calls "I train you today, you train her tomorrow" coaching on the cheap, but paid for 11 full-time coaches to work with its five schools.

Under its new contract with the district, Victory will get one more school and two more years to deliver gains. Lynn Spampinato, Victory's regional director in Philadelphia, plans to introduce a new math curriculum and expand the company's experiment in separating boys and girls in middle school. One thing she won't tinker with is Duke's leadership at Wright—a major force in the company's success there this year. "So often with school reform, if a principal isn't on board, you never accomplish a thing, no matter how good the plan is," Spampinato says. "By example, Anita showed her staff that change doesn't have to be so difficult. That was invaluable."

Schools chief Vallas learned some valuable lessons too. "The lesson is that we don't have to be ideological about school management," Vallas says. "It doesn't matter whether the cat is white or black, but whether the cat catches mice." Or raises scores. ■

VICTORY SCHOOLS

A-

Number of Schools in Philadelphia: 5

Fee: $857 per pupil

What It Did: The approach includes a phonics-based reading program, a new writing curriculum and extra coaching for teachers. In middle schools, students are separated by gender.

How It Fared: Well. Despite initial skepticism, teachers have largely bought into the company's changes, and the district has given Victory one more school to run next year.

What's Next: The company will bring in a new math program and continue its experiment with gender separation at another middle school.

Victory Schools

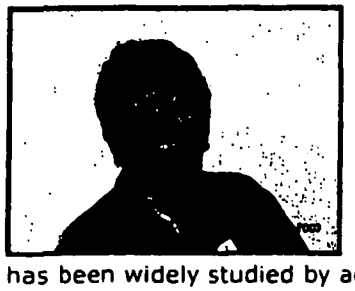
Victory's team combines the best professionals from the public and private sectors, to form a uniquely powerful combination. Victory's nationally distinguished senior educators have decades of experience as leaders in the nations largest and most challenging public school systems. This team of top educators is supplemented by an outstanding array of leading private sector professionals.



Steven B. Klinsky, Victory's Founder, is a highly respected businessman and education reformer. He was educated in Michigan public schools, and later earned a law degree at Harvard Law School and an M.B.A. at Harvard Business School. In 1993, Mr. Klinsky created and founded the Gary Klinsky Children Centers, an innovative after school program in New York City's most disadvantaged public schools that now serves approximately 1,000 children each day. In 1997, Mr. Klinsky helped the NBA's Miami Heat basketball team create their own version of this program as their team charity. Mr. Klinsky is a trustee of the Center for Educational Innovation - Public Education Association and the Initiative on Social Enterprise at Harvard Business School. In his business career, Mr. Klinsky has served as a major shareholder and director in numerous successful corporations, including General Instrument Corp., General Semiconductor Inc., The Thompson Minwax Corp. and Yankee Candle Co. He is chairman of Strayer Education Inc., the parent of Strayer University.



Dr. Wyatt Tee Walker, National Chairman of Charter Schools and Community Development, is a renowned pastor, author, lecturer and advocate for human rights. He served as chief of staff to Dr. Martin Luther King during important years of the American Civil Rights Movement and, since September 1967, has been the Senior Pastor and CEO of the Canaan Baptist Church of Christ in Harlem. He is a widely traveled lecturer and the author of twenty-one books, including Common Thieves, The Harvard Paper and Soweto Diary. In the 1993 Ebony Magazine poll, Dr. Walker was named as one of the fifteen greatest African-American preachers in the nation.



Dr. Margaret R. Harrington, Chief Operating Officer, was formerly the chief executive of school programs and support services (grades K-12) for the $10 billion, 1.1 million student New York City public school system. Prior to assuming the chief executive role, Dr. Harrington was a teacher, assistant principal, principal and superintendent in the New York City school system. She has received 19 "Educator of the Year" and other awards from various city, national and international associations. Her redesign of Andrew Jackson High School in Queens into the Campus Magnet High Schools has been widely studied by academic researchers, the American Federation of Teachers and the New York City Board of Education as a model of whole school reform. Dr. Harrington is highly regarded by teachers unions locally and nationally for her significant track record of union involvement in school reform. She has published and presented extensively in a wide array of education forums and is a lecturing professor at Fordham University. She has served as COO since November 1999 and was instrumental in bringing Victory into Baltimore and Philadelphia. Dr. Harrington holds a masters degree in Social Sciences from Brooklyn College and earned her doctorate in Educational Administration from Fordham University.



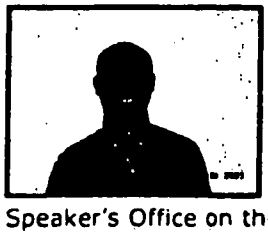
Erik E. Heyer, Executive Vice President for Development and Finance, was a founding team member of Victory Schools. He has extensive experience in the field of public/private school management partnerships. While working as an investment banker at Goldman, Sachs & Co. and J.P. Morgan & Co., he taught high school economics with Junior Achievement and was a tutor with the New York City School Volunteer Program. He has consulted for Beacon Education Management, the Boston Renaissance Charter School and The Brimmer and May School. He earned an M.B.A. from Harvard Business School where he founded the Education Industry Club and the Graduate Education Forum; participated in an inter-disciplinary research project on public/private school management partnerships; and authored a landmark study of the school management industry that he presented at the 1999 National Charter Schools Conference.



James K. Stovall, General Counsel, previously worked for the law firms Mayer, Brown & Platt and Chadbourne & Park representing a variety of financial and other institutions in corporate financings, privatizations and securities transactions. During his term at Mayer, Brown & Platt, he advised Parents for School Choice, a New York based non-profit advocacy organization that successfully lobbied for passage of New York State's Charter Act. Mr. Stovall is a graduate of Howard University and Howard University School of Law. He is a member of the bar in New York, New Jersey, Illinois and Washington, D.C.



Marc Sternberg, Vice President for Development, is a former elementary school teacher and Teach for America corps member. During his years in the classroom, he implemented an innovative curriculum model and demonstrated outstanding success in raising his students' scores in reading and math. During this time he also founded Community of Scholars, a non-profit organization committed to developing and managing after-school and summer enrichment opportunities for children of the South Bronx. Mr. Sternberg is among the first Harvard graduates to earn dual masters degrees at the Harvard Graduate School of Education and the Harvard Business School.



Carlo Schiattarella, Director of Development, has a decade of experience in public education reform and the charter school movement. He comes to Victory from Edison Schools, where he helped to start up and mange over 50 district partnership schools and charter schools in 10 states around the nation gaining valuable insight and knowledge of the budgeting process, finance development strategy and school facility development. Prior to that, he worked for the New York City Council and represented the Speaker's Office on the Education Committee. Mr. Schiattarella earned a masters in Public Administration from Columbia University.



Beverly Garcia-Anderson, Regional Director (NY), served as deputy superintendent of Community school District 15 in Brooklyn. Formerly, Ms. Garcia-Anderson was principal of McKee Vocational/Technical High School in Staten Island, New York, where she turned a historically failing program into an exemplary reform program recognized by the New York State Department of Education as a paradigm for high school change. Ms. Garcia-Anderson was the founding principal of East New York Family Academy, a 7-12 Small School Design and has also served as the executive director of special education Services for the Brooklyn high schools. She was a member of the New York City Board of Education distinguished faculty, a professional development program for mentoring new principals. Ms. Garcia-Anderson began her career as an elementary school teacher.



Laurie Brown, Director of Curriculum, has extensive experience as a teacher trainer and professional developer. Ms. Brown has crafted Victory's proprietary standards-driven curriculum by integrating attributes of the Direct Instruction and Core Knowledge curricula with a strong Balanced Literacy program. Each week, Ms. Brown visits our many schools to monitor implementation of Victory's curriculum and to help teachers to learn proper instructional techniques. Ms. Brown previously served as a Core Knowledge instructional specialist and an early childhood teacher trainer in New York City, and as a Modern Red Schoolhouse professional developer for the Hudson Institute. She began her education career as an early childhood classroom teacher in the Bronx.



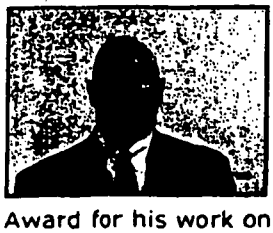
Maria Ranero-Cordero, Director of Instruction, was most recently the Professional Development Coordinator/Assistant Director of Instruction and Interim School Director at New Horizons Community Charter School (NJ). She was formerly a teacher, writing instructor, and testing coordinator. Ms. Cordero helped to establish two charter schools, one as a teacher and the other as an administrator. She served as a site and program coordinator/counselor for Aspira, Inc., a non-profit agency servicing minority youth. She has trained teachers in the use of Direct Instruction Programs, Junior Great Books, Accelerated Reader and behavior management. Mary holds a Masters in Teaching and a Masters in Supervision and Administration, both from St. Peter's College in Jersey City, NJ. In 2001, she received a "Staff Excellence Award" from the New Jersey Charter School Institute.



Jacques Couvillion, Director of Operations, was formerly a business strategy analyst with Edison Schools. Prior to that, he served as a teacher, teacher trainer and curriculum developer for Kaplan Educational Services, as an analyst for the Federal Reserve Bank of San Francisco and as a consultant for Kaiser Permanente.



Scott Cornell, Director of Technology, has been a technology manager for over 13 years. His roles have included work with RSL Management, Big Apple Computers, Comp USA and Panasonic's office automation group.



Paul J. Augello, Jr., Controller, has over 15 years in public and private accounting. Prior to joining Victory Schools, Paul worked for The Interpublic Group of Companies where he spent five years as an Internal Audit Manager and as the North American Controller of Initiative Media. Before that, he was the General Audit Supervisor at The New York Times Company where he was an active project team member for all phases of the Company's three printing plant construction projects and received a Chairman's Recognition Award for his work on acquisitions and special projects. Previously, Paul was a Senior Accountant with Random House. Prior to Random House, he worked at the accounting firm Deloitte & Touche from 1988 to 1991 where he earned his C.P.A. Paul graduated with a B.S. in Accounting from Villanova University in May 1988.



Sybil Swain, Accountant, has over 12 years accounting experience in the energy, e-commerce, insurance, retail and education industries. She previously served as an accounting manager acting as controller for AdOne, LLC.



Ethel Adu, Operations and Human Resources Associate, previously worked in the legal and finance department at Salomon Smith Barney, NY. Ms. Adu is a 2001 graduate of Lincoln University in Pennsylvania where she graduated with a degree in finance and banking. She is presently pursuing a Masters in Public Administration at Baruch College.



Alma Alston, Principal, Merrick Academy, has served as an educational administrator or teacher for over 25 years. She was formerly the principal of St. Peter Clavier School, the executive director of the Jamaica NAACP Montauk Day Care Center and the educational director of Blanche Community Day Care Center. Ms. Alston began her career as an early childhood education teacher and has received numerous awards for educational and service achievements.



Dr. Norma Figueroa-Hurwitz, Principal, Sisulu Children's Academy, has over 30 years of dedicated service in New York City's public education system. Previously, Dr. Figueroa-Hurwitz was principal of the Munoz Luis Rivera School (P.S. 83) located in East Harlem for 23 years. Under Mrs. Figueroa-Hurwitz's leadership, P.S. 83 was named by the New York City Department of Education as one of the top performing New York City public elementary schools. Dr. Figueroa-Hurwitz has been named one of 32 Distinguished Faculty Principals in New York City and has trained more than 35 educational leaders who have become principals or supervisors. Prior to serving at P.S. 83, Dr. Figueroa-Hurwitz was the founder and director of the Bilingual-Bicultural Mini School in East Harlem. Dr. Figueroa-Hurwitz holds a Doctorate in Educational Administration from St. John's University and a Masters of Science in Education from City College of NY, where she also received her Bachelor of Arts degree.



Roxanne Greco-Ashely, Principal, Roosevelt Children's Academy, has over 20 years of experience as an educator. She has been an elementary principal for 14 years and can't imagine doing anything else. She also has extensive experience in successful grant writing and curriculum writing. Mrs. Ashley grew up in the private business sector assisting her family in opening motels, restaurants, and commissaries before going into education. She has traveled to Japan, Germany and Mexico with specific emphasis in studying the school system. Ms. Ashley holds a masters degree in Educational Administration from Washburn University.

- **a description or summary reports of student achievement results in schools managed by the entity.**

Victory-managed public schools have been showing some very positive results with respect to student achievement, parent satisfaction, and student demand. For example, in New York State, the Merrick Academy – Queens Public Charter School and the Roosevelt Children's Academy Charter School, posted very strong scores on the recent New York State ELA 4th grade assessment. At Merrick and Roosevelt, 67% and 60% of the 4th graders met standards, respectively, despite significantly more challenged populations. These scores ranked #2 and #3 among all 19 charter schools in the state. Also, Merrick placed ahead of the New York State and New York City averages of 64% and 52%, respectively.

In Philadelphia, Victory managed schools had the highest gains in student achievement of all seven private partners currently supporting school reform. Victory managed schools outscored schools managed by institutions such as the University of Pennsylvania School of Education and Temple University School of Education.

In addition, many parents are also very satisfied with Victory's performance. The 2001- 02 parent survey showed that 93% agreed that overall performance is good or excellent. Student and customer demand for Victory operated schools is also very strong. Merrick's most recent lottery produced 750 applications for 50 available seats.

Victory's student achievement results are provided below.

FOR IMMEDIATE RELEASE
June 26, 2003

Victory Schools

CONTACT
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Victory Schools

Victory Charter Schools Rank #2 and #3 in New York State

In Critical 4th Grade New York State ELA Exam,
Victory's Merrick and Roosevelt Charter Schools Score Top Marks

NEW YORK, June 26, 2003 – "The scores are in, and its clear there's been a 'Victory' for our kids," said Victory Schools chief operating officer, Dr. Margaret R. Harrington.

Victory's Merrick Academy and Roosevelt Children's Academy ranked #2 and #3 respectively among all 19 new charter schools on the recent 2003 New York State 4th grade English Language Arts (ELA) exam. The two Victory schools were only topped by one other school serving a much less disadvantaged student population.

Scores were ranked based on the percentage of students meeting or exceeding state standards. Charter schools that are "conversions" of existing public schools were also excluded from the rankings.

At Merrick Academy, 67% of students met or exceeded standards on the exam, while 60% of students at Roosevelt Children's Academy met or bettered the standards. In comparison, the State average – including all schools in suburban and wealthy school districts – was 64% of students at or above standards. The New York City average was 52%. Victory's charter schools serve high need student populations that are among the most disadvantaged in the State. Of note, the Roosevelt school had a large additional group of students who only narrowly missed meeting standards on the exam.

"These early results are very encouraging," Dr. Harrington said. "We have worked hard to develop an instructional model that is well aligned with State learning standards and an intensive professional development program that supports quality teaching. A key factor in the success of this effort has been our outstanding teachers and principals."

"I think that charter schools present an invaluable opportunity for parents to make choices," said Alma Alston, principal of Merrick Academy. "Our success can be attributed to

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our close collaboration with parents, faculty and our community partners. Parents are invited into our school and take ownership in the learning process of their children. We are only in our third year, so this is really just the beginning."

About Victory Schools

Victory Schools is a national leader in public/private school management partnerships and is the leading manager of charter public schools in New York State. Victory's mission is to create the finest public schools in America through partnerships with the best state departments of education, local boards of education and outstanding community groups. Victory Schools was founded in 1999 and is headquartered in New York City. For further information, Victory can be contacted at (212) 265-1740.

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June 26, 2003

Victory Schools

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2003 4th Grade Charter School ELA Rankings

Charter School	Partner	Proficiency Level[1] 1	2	3	4	3 & 4	District	Region
Top 10 New Charter Schools								
1 Tapestry Charter School[2]		0	10	50	40	90	Buffalo	Upstate
2 **Merrick Academy**	**Victory**	**4**	**28**	**59**	**9**	**67**	Queens	NYC
3 **Roosevelt Children's Academy**	**Victory**	**4**	**36**	**32**	**28**	**60**	Roosevelt	Long Island
4 Harbor Science and Arts Charter School		0	44	52	4	57	Harlem	NYC
5 Riverhead Charter School	Edison	12	33	46	9	55	Riverhead	Long Island
6 South Buffalo Charter School	Chancellor	2	46	37	15	52	Buffalo	Upstate
7 International Charter School	SABIS	17	37	40	7	47	Schenectady	Upstate
8 Our World Neighborhood Charter School	Mosaica	11	44	33	11	44	Queens	NYC
9 New Covenant Charter School	Edison	20	40	33	8	40	Albany	Upstate
10 Charter School for Applied Technologies	Edison	9	52	32	7	39	Buffalo	Upstate
Conversion Charter Schools[3]								
1 Beginning with Children Charter School		0	14	43	43	86	Brooklyn	NYC
2 Renaissance Charter School		4	13	65	17	83	Queens	NYC

(1) Level 1 - Far below standards, Level 2 - Not meeting standards, Level 3 - Meeting standards, Level 4 - Exceeds standards
Schools are typically judged on percentage of students scoring in Levels 3 and 4.

(2) Approximately 28% of students qualify for free or reduced lunch, vs. Victory average of over 60%.

(3) These schools were successful existing public schools that converted to charter status. Renaissance was founded with the support of Victory's COO, Peg Harrington, when she was superintendent for NYC in Queens.

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July 23, 2003

Victory Schools

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Victory Schools

Victory's Philadelphia Schools Show Improvement on Test Scores

Students in Victory's Philadelphia Partnership Schools Show Highest Increases on Nationally Normed Tests

PHILADELPHIA, July 23, 2003 – Recently released results on Philadelphia's citywide administration of the 2002-2003 TerraNova exams show strong gains in every subject area at Victory's partnership schools. Philadelphia administered the nationally normed standardized test last October and again in May to determine student progress within the school year.

Among all seven partners supporting Philadelphia public schools this year, Victory's schools had the highest gains in Math, Language and Science with the percentage of students scoring at or above the national average increasing by 8.9%, 7.3% and 7.6% respectively. This equates to an increase in the number of students scoring at or above the national average of 75%, 44% and 87% respectively. Victory's schools ranked second in Reading improvement, trailing only those supported by the University of Pennsylvania Graduate School of Education.

"In one year, we nearly doubled the number of our students who are scoring at or above the national average in Math and Science on the TerraNova exam," said Dr. Margaret R. Harrington, Victory's chief operating officer. "This is clearly evidence that Philadelphia students can and will succeed at higher levels under this reform effort."

Importantly, Victory also significantly decreased the percentage of students scoring in the bottom quartile on the exam by -12.7% in Math, -12.3% in Language, and -15.3% in Science.

"Moving a student out of the bottom quartile is really a life changing event," added Anita Duke, principal of the Richard Wright elementary school that Victory supports. "Working with Victory this year has allowed me and my staff to fulfill our potential as educators."

In addition to Victory and Penn, the other partners supporting the Philadelphia district's reform initiative include such organizations as Temple University College of Education and FOUNDATIONS, Inc. a Philadelphia non-profit with a national reputation in education reform.

FOR IMMEDIATE RELEASE
July 23, 2003

Victory Schools

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About Victory Schools

Victory Schools is a national leader in public/private school management partnerships. Victory's mission is to create the finest public schools in America through partnerships with state departments of education, local boards of education, teachers, teachers unions, outstanding community groups and parents. The company is unique in its consultative approach to assisting public school districts; its strong emphasis on partnerships with all public education stakeholders; and its desire to provide the highest quality, most personalized service to the schools and districts we serve. Victory was founded in 1999 and is headquartered in New York City. The company currently provides services to 11 public and charter schools serving approximately 5,700 children in New York, Philadelphia and Baltimore. For further information, Victory can be contacted at (212) 265-1740.

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Language

Increase in Students At or Above the National Average

	Fall 2002		Spring 2003		Increase	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Restructured	7,870	19.7%	7,834	25.7%	6.0%	30.5%
Extra Funds	4,418	22.7%	4,457	28.6%	5.9%	26.0%
Regular District	82,830	32.2%	81,844	39.5%	7.3%	22.7%
District Average	*95,118*	*30.7%*	*94,135*	*37.8%*	*7.1%*	*23.1%*
Partnership Schools						
Victory	**2,281**	**16.7%**	**2,392**	**24.0%**	**7.3%**	**43.7%**
Penn	922	19.4%	952	26.9%	7.5%	38.7%
Foundations	2,054	18.9%	2,112	21.5%	2.6%	13.8%
Chancellor Beacon	2,836	16.1%	2,890	18.3%	2.2%	13.7%
Edison	9,202	15.8%	9,063	17.6%	1.8%	11.4%
Universal	567	15.5%	532	16.7%	1.2%	7.7%
Temple	1,390	18.4%	1,374	16.8%	-1.5%	-8.2%
EMO Average	*19,252*	*16.6%*	*19,315*	*19.3%*	*2.7%*	*16.3%*
Charter Schools						
Charter Average	*11,595*	*35.4%*	*11,463*	*39.5%*	*4.1%*	*11.6%*

Decrease in Students in the Bottom Quartile

	Fall 2002		Spring 2003		Decrease	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Regular District	82,830	40.6%	81,844	32.4%	-8.2%	-20.2%
Extra Funds	4,418	47.1%	4,457	39.1%	-8.0%	-17.0%
Restructured	7,870	51.4%	7,834	43.0%	-8.4%	-16.3%
District Average	*95,118*	*41.8%*	*94,135*	*33.6%*	*-8.2%*	*-19.6%*
Partnership Schools						
Victory	**2,281**	**56.4%**	**2,392**	**44.1%**	**-12.3%**	**-21.8%**
Penn	922	52.3%	952	41.9%	-10.4%	-19.9%
Universal	567	62.1%	532	50.2%	-11.9%	-19.2%
Foundations	2,054	52.5%	2,112	44.7%	-7.8%	-14.9%
Chancellor Beacon	2,836	55.9%	2,890	50.9%	-5.0%	-8.9%
Edison	9,202	58.2%	9,063	53.4%	-4.9%	-8.4%
Temple	1,390	50.7%	1,374	49.9%	-0.8%	-1.6%
EMO Average	*19,252*	*56.3%*	*19,315*	*50.0%*	*-6.3%*	*-11.2%*
Charter Schools						
Charter Average	11,595	34.7%	11,463	30.5%	-4.2%	-12.1%

Reading

Increase in Students At or Above the National Average

	Fall 2002		Spring 2003		Increase	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Restructured	7,870	23.1%	7,834	25.9%	2.7%	11.7%
Regular District	82,830	37.2%	81,844	39.8%	2.7%	7.3%
Extra Funds	4,418	27.3%	4,457	27.3%	0.1%	0.4%
District Average	*95,118*	*35.5%*	*94,135*	*38.1%*	*2.6%*	*7.3%*
Partnership Schools						
Penn	922	23.6%	952	26.6%	2.9%	12.3%
Victory	**2,281**	**20.3%**	**2,392**	**22.6%**	**2.3%**	**11.3%**
Universal	567	18.0%	532	19.9%	1.9%	10.6%
Foundations	2,054	21.0%	2,112	22.4%	1.3%	6.2%
Chancellor Beacon	2,836	19.3%	2,890	19.8%	0.5%	2.6%
Edison	9,202	17.6%	9,063	17.7%	0.1%	0.6%
Temple	1,390	20.6%	1,374	18.3%	-2.3%	-11.2%
EMO Average	*19,252*	*19.0%*	*19,315*	*19.6%*	*0.6%*	*3.2%*
Charter Schools						
Charter Average	*11,595*	*40.0%*	*11,463*	*39.3%*	*-0.7%*	*-1.8%*

Decrease in Students in the Bottom Quartile

	Fall 2002		Spring 2003		Decrease	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Regular District	82,830	35.0%	81,844	31.0%	-4.0%	-11.4%
Restructured	7,870	45.2%	7,834	42.0%	-3.3%	-7.3%
Extra Funds	4,418	41.6%	4,457	40.8%	-0.8%	-1.9%
District Average	*95,118*	*36.2%*	*94,135*	*32.4%*	*-3.8%*	*-10.5%*
Partnership Schools						
Penn	922	49.2%	952	43.3%	-6.0%	-12.2%
Victory	**2,281**	**50.7%**	**2,392**	**46.6%**	**-4.1%**	**-8.1%**
Universal	567	52.6%	532	48.3%	-4.2%	-8.0%
Foundations	2,054	45.8%	2,112	43.9%	-1.9%	-4.1%
Edison	9,202	53.9%	9,063	53.6%	-0.3%	-0.6%
Chancellor Beacon	2,836	50.7%	2,890	51.4%	0.7%	1.4%
Temple	1,390	48.1%	1,374	50.7%	2.5%	5.2%
EMO Average	*19,252*	*51.5%*	*19,315*	*50.5%*	*-1.0%*	*-1.9%*
Charter Schools						
Charter Average	*11,595*	*29.3%*	*11,463*	*29.6%*	*0.3%*	*1.0%*

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Mathematics

Increase in Students At or Above the National Average

	Fall 2002		Spring 2003		Increase	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Restructured	7,856	13.9%	7,805	25.3%	11.4%	82.0%
Extra Funds	4,419	19.5%	4,476	28.6%	9.1%	46.7%
Regular District	81,624	31.4%	80,790	40.4%	9.0%	28.7%
District Average	*93,899*	*29.4%*	*93,071*	*38.5%*	*9.2%*	*31.3%*
Partnership Schools						
Victory	**2,254**	**11.9%**	**2,386**	**20.8%**	**8.9%**	**74.8%**
Chancellor Beacon	2,875	12.1%	2,881	19.5%	7.4%	61.2%
Foundations	2,064	13.8%	2,110	21.8%	8.0%	58.0%
Universal	561	9.6%	530	14.5%	4.9%	51.0%
Edison	9,073	12.8%	9,004	18.8%	6.0%	46.9%
Penn	926	17.9%	946	23.6%	5.6%	31.3%
Temple	1,374	14.1%	1,357	18.8%	4.7%	33.3%
EMO Average	*19,127*	*12.9%*	*19,214*	*19.6%*	*6.7%*	*51.9%*
Charter Schools						
Charter Average	*11,549*	*28.2%*	*11,445*	*33.8%*	*5.7%*	*20.2%*

Decrease in Students in the Bottom Quartile

	Fall 2002		Spring 2003		Decrease	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Restructured	7,856	58.8%	7,805	43.8%	-15.0%	-25.5%
Extra Funds	4,419	50.8%	4,476	40.2%	-10.6%	-20.9%
Regular District	81,624	40.6%	80,790	32.8%	-7.8%	-19.2%
District Average	*93,899*	*42.6%*	*93,071*	*34.1%*	*-8.5%*	*-20.0%*
Partnership Schools						
Victory	**2,254**	**63.4%**	**2,386**	**50.7%**	**-12.7%**	**-20.0%**
Foundations	2,064	58.3%	2,110	47.8%	-10.5%	-18.0%
Chancellor Beacon	2,875	62.9%	2,881	52.3%	-10.6%	-16.9%
Penn	926	54.4%	946	46.2%	-8.2%	-15.1%
Edison	9,073	62.8%	9,004	53.9%	-8.9%	-14.2%
Temple	1,374	60.3%	1,357	52.8%	-7.4%	-12.3%
Universal	561	64.0%	530	57.4%	-6.6%	-10.3%
EMO Average	*19,127*	*61.8%*	*19,214*	*52.2%*	*-9.6%*	*-15.5%*
Charter Schools						
Charter Average	*11,549*	*41.0%*	*11,445*	*36.8%*	*-4.2%*	*-10.2%*

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Exhibit B-33

Science

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Increase in Students At or Above the National Average

	Fall 2002		Spring 2003		Increase	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Extra Funds	4,385	12.9%	4,505	21.8%	8.9%	69.0%
Restructured	7,757	9.5%	7,762	15.4%	5.9%	62.1%
Regular District	81,223	23.1%	79,563	31.0%	7.9%	34.2%
District Average	*93,365*	*21.5%*	*91,830*	*29.2%*	*7.7%*	*35.8%*
Partnership Schools						
Victory	**2,207**	**8.7%**	**2,354**	**16.2%**	**7.6%**	**87.4%**
Foundations	2,025	9.0%	2,092	15.4%	6.4%	71.1%
Universal	554	6.9%	519	11.4%	4.5%	65.2%
Temple	1,348	7.1%	1,349	11.7%	4.6%	64.8%
Chancellor Beacon	2,796	8.6%	2,815	13.4%	4.8%	55.8%
Penn	895	12.4%	926	17.0%	4.6%	37.1%
Edison	8,815	7.7%	8,868	10.7%	3.0%	39.0%
EMO Average	*18,640*	*8.3%*	*18,923*	*12.7%*	*4.4%*	*53.0%*
Charter Schools						
Charter Average	*11,437*	*22.8%*	*11,353*	*28.7%*	*5.9%*	*25.9%*

Decrease in Students in the Bottom Quartile

	Fall 2002		Spring 2003		Decrease	
	Students	% At/Above Nat. Avg.	Students	% At/Above Nat. Avg.	Nominal	As % of baseline
District Averages						
Extra Funds	4,385	61.9%	4,505	48.7%	-13.2%	-21.3%
Restructured	7,757	67.4%	7,762	53.5%	-13.9%	-20.6%
Regular District	81,223	49.1%	79,563	39.1%	-10.0%	-20.4%
District Average	*93,365*	*51.2%*	*91,830*	*40.8%*	*-10.5%*	*-20.5%*
Partnership Schools						
Victory	**2,207**	**72.9%**	**2,354**	**57.5%**	**-15.3%**	**-21.0%**
Foundations	2,025	66.4%	2,092	53.6%	-12.8%	-19.3%
Temple	1,348	73.1%	1,349	61.7%	-11.4%	-15.6%
Penn	895	62.6%	926	53.8%	-8.8%	-14.1%
Chancellor Beacon	2,796	69.7%	2,815	61.0%	-8.7%	-12.5%
Edison	8,815	72.7%	8,868	63.7%	-9.0%	-12.4%
Universal	554	70.9%	519	63.0%	-7.9%	-11.1%
EMO Average	*18,640*	*71.1%*	*18,923*	*60.8%*	*-10.3%*	*-14.5%*
Charter Schools						
Charter Average	*11,437*	*46.4%*	*11,353*	*38.9%*	*-7.5%*	*-16.2%*

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Baltimore's Westport Academy Shows Strong Test Score Gains under Victory Partnership

Westport's 7th Grade Math Gains Highest in Baltimore City Public Schools

BALTIMORE, July 25, 2003 – Recently released results on the 2002-2003 TerraNova and Maryland Functional Tests (MFT) at Westport Academy show significant gains in student achievement. Westport's TerraNova scores improved in 11 of 14 key areas and the school made significant improvements in its MFT passing rates for both reading and math.

Victory Schools partnered with the Baltimore City public schools and the Baltimore Teachers Union to provide special assistance to Westport Academy beginning September 2001.

The TerraNova is a nationally normed standardized test administered annually by Baltimore to gauge student achievement gains. This year seven grades tested at Westport improved in either reading or math and four of the seven improved in both subjects. On average, each grade improved its median national percentile rank by 3 percentiles in reading and by 11 percentiles in math. Westport met or exceeded the Baltimore citywide average for reading in grades 6-8 and math in grades 7-8.

Test score gains at grade 7 exemplify the progress being made at the school overall. In math, Westport's seventh-graders are now performing better than the national average for all students, including private and suburban school systems, and unadjusted for poverty or any other measure. The seventh grade had a median national percentile rank of 53 in math, a 23-point improvement over 2002 and a 43-point improvement over 2001. The improvement was the largest seventh grade math gain in Baltimore City. In reading, Westport's seventh-graders improved their median national percentile rank 13 points to 36.

"We are extremely proud of all our Westport scholars for their hard work and academic growth," said Dr. Margaret R. Harrington, Victory's chief operating officer. "In particular, what our seventh-graders have accomplished is truly special. To make the gains they have made over the course of just two years represents hours of commitment and extremely hard work."

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The elementary grade levels also continued to show steady improvement in reading and math. The most dramatic improvements were in grades 3 and 4. The median national percentile rank for grade 3 math improved 14 points to 40 in the 2002-2003 school year, and has nearly doubled over the last two school years. Grade 4 math scores improved 13 points over the prior year to 33, a 65% increase. In reading, Westport's median national percentile rank improved 8 points and 3 points in grades 3 and 4 respectively.

Westport also posted impressive gains on the Maryland Functional Tests, a battery of exams required for entry into Maryland high schools. Roughly 95% of all general education middle school students passed the reading functional test, a 10% improvement from the prior school year. Westport's passing rate for middle school students on the math functional exam improved 120%, to 54%.

On the 2002 MSPAP exams, which were released mid-year, Westport increased its average score on 12 of 18 exams. By comparison, the average Maryland school improved on only 3 of 18 exams and the average BCPSS school increased scores in only 6 of 18 areas. Exams in six subject areas are administered to grades 3, 5 and 8 for a total of 18 exams.

About Victory Schools

Victory Schools is a national leader in public/private school management partnerships. Victory's mission is to create the finest public schools in America through partnerships with state departments of education, local boards of education, teachers, teachers unions, outstanding community groups and parents. The company is unique in its consultative approach to assisting public school districts; its strong emphasis on partnerships with all public education stakeholders; and its desire to provide the highest quality, most personalized service to the schools and districts we serve. Victory was founded in 1999 and is headquartered in New York City. The company currently provides services to 11 district and charter public schools serving approximately 5,700 children in New York, Philadelphia and Baltimore. For further information, Victory can be contacted at (212) 786-7900.

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Exhibit B-36

FOR IMMEDIATE RELEASE
July 25, 2003

Victory Schools

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Victory Schools

Westport Academy 2001-2003 TerraNova Results

Median National Percentile Ranks

Reading Composite					
	2001	2002	2003	1 Year Change	2 Year Change
Grade 2	25	29	30	+1	+5
Grade 3	27	26	34	+8	+7
Grade 4	27	23	26	+3	-1
Grade 5	28	26	25	-1	-3
Grade 6	20	37	33	-4	+13
Grade 7	27	23	36	+13	+9
Grade 8	26	33	33	0	+7

Math Composite					
	2001	2002	2003	1 Year Change	2 Year Change
Grade 2	15	21	28	+7	+13
Grade 3	22	26	40	+14	+18
Grade 4	23	20	33	+13	+10
Grade 5	24	15	19	+4	-5
Grade 6	18	18	22	+4	+4
Grade 7	10	30	53	+23	+43
Grade 8	11	32	45	+13	+34

Ex. "50" indicates the median student tested scored at the nationally normed 50th percentile.

Exhibit B-37

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Exhibit C

Provide the proposed school's learning standards and curriculum, including a description of the skills and knowledge each student will be expected to attain by the end of each grade (or course) in each year of the charter. In addition, indicate that the education program you have described meets or exceeds the student performance standards established by the Board of Regents.

The Academy's education program and a description of the skills and knowledge each student will be expected to attain by the end of each grade (or course) in each year of the charter are provided below.

English-Language Arts (ELA)

In order to accomplish our mission of producing students who exceed the State ELA standards, the Academy will use scientifically research-proven educational programs that are aligned with State performance standards. The ELA curriculum will focus on teaching the fundamentals of reading, writing, listening, and speaking. It is comprised of six primary elements: 1) 150 minutes of instruction for all students, 2) Scott Foresman Reading program, 3) Direct Instruction Reading Mastery and Corrective Reading, 4) Great Source Writing Program and writers workshop as modeled by the National Writing Project, 5) grade-level trade books and classroom libraries with authentic literature, and 6) unit and end of year assessments.

Scott Foresman Reading

The main reading component of the ELA curriculum will be Scott Foresman Reading. This scientifically research-proven program is linked to the U.S. Department of Education Reading First initiative and aligned with New York State performance standards. The program provides explicit instruction and ample practice and consists of the five essential components of reading: phonemic awareness, phonics, fluency, vocabulary, and text comprehension. To inform instruction, the school will administer the program's research-based assessment, which will help teachers focus instruction on children's needs. In addition, teachers will receive training in each of the five components to support classroom instruction.

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Direct Instruction (Reading Mastery/Corrective Reading)

To supplement Scott Foresman Reading, the school will use Direct Instruction Reading Mastery and Corrective Reading for basic skills development at kindergarten and first grade and for students who need additional help with phonemic awareness, phonics, and decoding skills. Direct Instruction is a scientifically research-based program that is highly structured and scripted to ensure that children receive the solid foundation needed to become successful readers. During the 150 minutes reading block, these children will receive tutoring for 45 minutes of intense instruction in small groups. Frequent assessments will be given to regroup children according to needs. The goal of on-going screening is to place these children back to the Scott Foresman Reading program.

Write Source

The main writing component of the ELA curriculum will be the Great Source Write Source series. Students will receive specific instruction on writing during the literacy block and will be exposed to writing opportunities across the curriculum. Students will learn about the process of writing: pre-writing, drafting, revising, editing, proofreading, and publishing. In addition, the six traits of effective writing will be covered, as well as, grammar, spelling, and vocabulary building. Students will also learn how to write expository, persuasive, descriptive, and narrative paragraphs and essays. Moreover, the program will provide strategies for developing effective reading, speaking, listening, and learning skills. Finally, students will have opportunities to write in social studies, science, and even math.

Grade-level Trade Books & Classroom Libraries

An important outcome of the ELA curriculum and the Academy's mission is to teach students to become critical thinkers and life-long learners. To achieve this, we have included as part of this curriculum grade-level trade books and classroom libraries. Students will be exposed to great works of literature and will become engaged in discussing, analyzing, and debating these works. This type of learning experience will help students gain important knowledge and instill a passion for authentic literature, which will become the basis for life-long learning.

Mathematics

In an effort to create a challenging learning environment with high expectations for all children, we have selected Everyday Mathematics. This program, continuously researched and developed for over 20 years by the University of Chicago School Mathematics Project, raises expectations with respect to the amount and range of mathematics that children can learn. Everyday Math follows the NTCM national standards and is aligned with State performance standards. The program will develop basic skills in order to build a foundation for higher-order thinking and it will emphasize a hands-on approach that engages students with everyday problem solving. Students will receive 90 minutes of instruction every day and there will be extensive use of manipulatives, mathematical tools, and games. Also students will work individually and in cooperative groups, as deemed appropriate. The program's content strands will include: 1) numeration, 2) operations and computation, 3) patterns, functions, and algebra, 4) geometry, 5) measurement and reference frames, and 6) data and chance. As with the ELA curriculum, the school will administer research-based assessments to help teachers focus instruction on children's needs. In addition, teachers will receive training in all content strands.

Science

The main component of the science curriculum will be McGraw Hill's Science series, which is based on concepts and content recommended by the National Science Education Standards, the AAAS Benchmarks for Scientific Literacy and the National Geographic Society. This scientifically research-based program, which is aligned with the State standards, utilizes the "5E's" approach: engage, explore, explain, extend, and evaluate. The program is based on the premise that the best way to learn science is by doing science. This hands-on approach will provide students with ample learning experiences involving experiments and investigations. Students will learn to observe, generate ideas, make hypotheses, test their ideas logically and empirically and apply their meaning into their daily lives. In addition, the McGraw Hill Science series will be supplemented with

grade level trade books, Core Knowledge science sequence, Delta Education Science modules, and the Full Option Science System (FOSS).

Social Studies

The focus will be on providing a strong academic foundation in the following areas: (i) History of United States and New York City, (ii) World History, (iii) Geography (local, national, and global), (iv) Economics, and (v) Civics, Citizenship, and Government (U.S. and New York City). E.D. Hirsch's *Core Knowledge Sequence* and Macmillan/ McGraw-Hill's social studies series *Adventures in Time and Place* (United States and New York City) will be the main components in teaching social studies. There will also be extensive use of maps, atlases, almanacs, grade-level trade books, and primary source materials.

E.D. Hirsch's *Core Knowledge* is a detailed outline of specific content to be taught and is designed to build children's knowledge and skills from one year to the next. *Core Knowledge* is the result of research and consensus building among state education departments, professional organizations, teachers, and scholars undertaken by the Core Knowledge Foundation. Core Knowledge has been accepted for Obey-Porter federal funding. Please note that Victory has adjusted the *Core Knowledge Sequence* for social studies to align with the New York State performance standards. Where gaps exist, for example, New York City History, the Academy will use Macmillan/ McGraw-Hill's *Adventures in Times and Place* (New York City) and Victory developed units.

The Arts

An important goal of the Academy's mission is to further develop our students' creativity and higher order thinking skills. To achieve this end, an emphasis will be placed on discipline-based arts education that teaches students to express their creativity and to experience satisfaction and accomplishment through art. Students will be able to: 1) create, perform, and participate in the arts (visual arts, music, theatre, and dance), 2) know and use arts materials and resources, 3) respond to and analyze works of art, and 4) understand the cultural dimension and contributions of the arts.

Visual Arts

Dale Seymour's *Learning to Look and Create: The SPECTRA Program* will be the main component for teaching visual arts. The focus will be on (i) varied art materials, styles and techniques to create art; (ii) exploring art heritage throughout history, including important artists and movements; (iii) appreciating the multicultural influences on art from around the world; (iv) critical thinking and problem solving and observation; (v) developing artistic style; and (vi) analyzing works of art.

Music

Silver Burdett Ginn's *The Music Connection* (now part of Scott Foresman) will be the main component for teaching music. This program is a comprehensive general music curriculum that focuses on listening and signing varied styles of music and playing simple musical instruments. Students will also respond to and analyze varied musical pieces and styles and relate them to various time periods, eras, and genres.

Theatre & Dance

Dale Seymour's *Live On Stage! Performing Arts* will be the main component for teaching theatre and dance. Students will be provided opportunities in acting, improvisation, writing, movement, and production and design. They will learn about performing traditions and cultures from around the world. *International Playtime: Classroom Games and Dances from Around the World* will also be used to teach dance.

Languages Other Than English ("Foreign Language")

To further encourage understanding, appreciation and respect for other people, the Academy will teach Spanish. The main component of the foreign language curriculum will be *Amigos: Spanish as a Second Language,* published by REI America. This will be supplemented with teacher developed lessons and classroom activities.

The first goal of foreign language education is for students to communicate at basic literacy level in one language other than English. They will acquire proficiency in listening, speaking, reading, and writing for the purpose of socializing, obtaining information, and expressing feelings and opinion. Students will be able form simple statements and sentences such as greetings and introductions; use short phrases; express attitudes and reactions; provide and obtain information on familiar topics; convey basic personal needs; and, identify some common parts of speech and vocabulary.

The second goal is for students to understand the interrelationship between language and culture. Students will acquire an understanding of and appreciation of the culture of the community and family, understand gestures and perceptions, and learn about folklore. This will help students reflect on cultural patterns and gain insight into their own language and culture, thereby, developing cross-cultural skills and understanding.

Technology

Technological skills and content acquisition will be embedded across the curriculum rather than treated as a separate subject matter. Teacher developed lessons and classroom activities, as well as, specific social studies and science lessons will be used to teach technology.

Students will learn how to use technology as a tool and resource to obtain, process, and disseminate information. They will be taught how to use the computer for word processing, developing spreadsheets, creating presentations, retrieving information on the Internet, and e-mailing. To facilitate the learning of computer technology in each subject area, the school will have computers in the classrooms and the library media center. Also, teachers will be trained in how to use technology as a tool for instruction and learning.

Students will also learn during social studies about the history and evolution of technology and its impact and limitation. In science, students will learn how to use technology for maximum benefit.

Grand Concourse Academy Charter School
Curriculum Overview

Literacy							
Grade	**Reading Comprehension**		**Decoding**		**Writing**		**Title I**
K-2	**Scott Foresman**		**DI Instruction** (gr 2 as determined by diagnostic assesment)		**Great Source**		**Scott Foresman**
	* Text Comprehension		* Phonemic awareness		* Explicit Instruction of domain	*	Reading Intervention for comprehension
	* Listening		* Phonics		* Writing Process	**DI Instruction**	
	* Specific strategies		* Reading for comprehension		* Six Traits	*	Reading mastery
	* Writing workshop		* Fluency		* Shared writing	*	Decoding
	* Reading workshop		* Vocabulary		* Independent writing		
	* Vocabulary				* Explicit conventions		
	Authentic Reading						
	* Independent Reading						
	* Read a loud						
	* Guided strategies						
	* Fluency						
	* Vocabulary						
	Reading in Content Areas				**Writing in Content Area**		
	* Vocabulary				* Writing in Content Area		
	* Fluency				* Graphic organizers		
	* Text comprehension				* Information text structure		
	* Questioning				* Reading for information		
	* Critical Thinking						
	* Critical Stance						

Grand Concourse Academy Charter School
Curriculum Overview

Literacy								
Grade	**Reading Comprehension**		**Decoding**		**Writing**		**Title I**	
Gr 3-4	**Scott Foresman**		**Scott Foresman**		**Great Source**		**Direct Instruction**	
	*	Text Comprehension	*	Phonemic awareness	*	Explicit Instruction of domain	*	Corrective Reading
	*	Listening	*	Phonics	*	Writing Process	*	Phonemic awareness
	*	Specific strategies	*	Fluency	*	Six Traits	*	Phonics
	*	Writing workshop	*	Vocabulary	*	Shared writing	*	Fluency
	*	Reading workshop			*	Independent writing		
	*	Vocabulary			*	Explicit conventions		
	Authentic Reading							
	*	Independent Reading						
	*	Read a loud						
	*	Guided strategies						
	*	Fluency						
	*	Vocabulary						
	Reading in Content Areas					**Writing in Content Area**		
	*	Vocabulary			*	Writing in Content Area		
	*	Fluency			*	Graphic organizing		
	*	Text comprehension			*	Information text structure		
	*	Questioning			*	Reading for information		
	*	Critical Thinking						
	*	Critical Stance						

Social Studies			
Grade	**Content**		**Skills**
K-2	**Core Knowledge**	*	Writing in content area
	Authentic trade books in genre	*	Critical thinking
	Primary source material	*	Cooperative learning
		*	Literacy standards
		*	Persuasive writing
		*	Research
		*	Geography
Gr. 3-4	**Core Knowledge**	*	Writing in content area
	MacMillan/McGraw Hill Social Studies	*	Critical thinking
	Adventures in Time & Place Communities (3)	*	Cooperative learning
	Adventures in Time and Place NY (4)	*	Literacy standards
	Adventures in Time and Place USA (5)	*	Persuasive writing
	Expository text (trade books)	*	Research
	Atlas & Almanac	*	Geography
	Doing History: A Strategic Guide to Document Based Questions		
	[Primary Source Material (DBQ)]		

Grand Concourse Academy Charter School
Curriculum Overview

Science		
Grade	**Content**	**Observations/Investigation**
K-2	**McGraw Hill Science series**	
	Core Knowledge	**Foss**
	Authentic trade books	* Thinking
	Reading & Writing in Science	* Build explanations
		* Conduct experiments
		* Writing
		Delta
		* Thinking
		* Build explanations
		* Conduct experiments
		* Writing
Gr 3-4	**McGraw Hill Science series**	
	Core Knowledge	**Foss**
	Authentic trade books	* Thinking
	Reading & Writing in Science	* Build explanations
		* Conduct experiments
		* Writing
		Delta
		* Thinking
		* Build explanations
		* Conduct experiments
		* Writing

Grand Concourse Academy Charter School
Curriculum Overview

Math					
Grade	**Numeracy**	**Investigations**	**Title I**		
K-2	**Everyday Math**	**Everyday Math**			
	* Student Journal 1&2	* Classroom Manipulatives Kit	Skill link		
	* Home link	* Complete game kit			
	* Complete game kit				
	Reading & Writing in Mathematics	**Reading & Writing in Mathematics**			
Gr. 3-4	**Everyday Math**	**Everyday Math**			
	* Student Journal 1&2	* Classroom Manipulatives Kit	Skill link		
	* Home link	* Student Resource Book			
	* Complete game kit	* Complete game kit			
	Reading & Writing in Mathematics	**Reading & Writing in Mathematics**			

Grand Concourse Academy Charter School

Crosswalk Chart for Curriculum

ENGLISH LANGUAGE ARTS

Grade	Standard Area Topic	Curriculum **For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.**
Standard 1—Students will read, write, listen and speak for information and understanding.		
Kindergarten	• Read for information and understanding • Write for information and understanding • Listen for information and understanding • Speak for information and understanding	<u>Reading, Listening, and Speaking for Information & Understanding</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Choose reading as a way to enjoy free time at school and home. ▪ Begin choosing books to read, reread, and have read to them. ▪ Hear one or two books a day read to them in school. ▪ Hold books right side up and turn pages in the right direction. ▪ Read classroom labels, signs, and instructions. ▪ Distinguish between print and pictures in literature and be able to follow along with the text. ▪ Locate parts of a book such as beginning, middle, and end. ▪ Read a range of materials, including picture books, songs, and informational texts such as ABC books. ▪ Discuss books daily with the teacher, a classmate, or in a group. ▪ Learn new words daily. ▪ Recognize their first name in print. ▪ Recognize by sight at least 50 words. ▪ Listen and speak daily in whole class and small group discussions, and in one-to-one conversations with the teacher in order to: ▪ Show understanding of stories read to them.

		▪ Learn and practice using new vocabulary. ▪ Share ideas and facts with classmates and teachers. ▪ Ask questions to make things clearer. ▪ Hear and follow directions. ▪ Listen respectfully and learn to take turns speaking. ▪ <u>Writing for Information & Understanding</u>: Curriculum: Write Source *Writing Spot*, independent writing, journals *By the end of the school year, students will:* ▪ Enjoy writing daily on topics that they choose themselves. ▪ Use letters, drawings, scribbles, and gestures to tell a story. ▪ Use words and phrases from classroom charts and labels to add to writing. ▪ Begin to listen to others' writing and reread their own. ▪ Begin to keep a collection of their writing. ▪ Have opportunities to share finished work with an audience. ▪ Use pictures in their writing. ▪ Write freely, using drawings, signs, symbols, and phonetic spelling to express themselves or tell a story. ▪ Create writing that sounds like talk, choosing words carefully to express what they want to say. ▪ Begin to use one or two letters, especially initial consonant sounds, to represent whole words. ▪ Begin to be able to reread their writing immediately after they have written it. ▪ Begin to leave spaces between words. ▪ Begin to write left to right and top to bottom. ▪ Begin to use classroom resources such as alphabet charts and word lists to help with writing. ▪ Take notes using the following graphic organizers: list and story order organizers. ▪ Listen to a story, use a graphic organizer for note taking, and list the ▪ details and summarize the story using picture representation, symbols, and inventive spelling. ▪ Read a story, use a graphic organizer for note taking, and summarize the story using picture representation, symbols, and inventive spelling.

Grade 1	• Read for information and understanding • Write for information and understanding • Listen for information and understanding • Speak for information and understanding	Reading, Listening, and Speaking for Information & Understanding: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, independent reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Choose reading as a way to enjoy free time at school and at home. ▪ Choose four or more books to read every day alone or with help. ▪ Reread favorite books and hear several read-alouds every day. ▪ Read a range of materials, including poems, picture books, letters, and simple informational books. ▪ Read classroom labels, signs, and instructions. ▪ Discuss books daily with the teacher, a classmate, or in a group. ▪ Learn new words daily. ▪ Recognize and know the sounds of all the letters in the alphabet. ▪ Put sounds and letters together to read words. ▪ Recognize by sight at least 150 words they see often when reading. ▪ Use beginning and ending sounds to figure words out. ▪ Recognize blended sounds in words, such as "bl" in black. ▪ Recognize their first and last names. ▪ Recognize names of friends and family in print. ▪ Listen and speak daily in whole class and small group discussions, and in one-to-one conversations with the teacher in order to: ▪ Show an understanding and appreciation of stories read to them ▪ Add to a rapidly growing vocabulary. ▪ Share ideas, facts, observations and opinions with classmates and teachers. ▪ Ask questions to make things clearer. ▪ Hear and follow directions. ▪ Listen respectfully and learn to take turns speaking. ▪ Writing for Information and Understanding: Curriculum: Write Source *Write One*, independent writing, journals *By the end of the school year, students will:* ▪ Enjoy writing daily on topics that they choose themselves. ▪ Describe pieces such as signs, letters, and poems. ▪ Choose at least 10 pieces throughout the school year to continue working on and make better. ▪ Begin to develop a sense of what makes a good piece of writing. ▪ Talk with classmates about ways to improve each other's writing.

		▪ Keep a collection of their writing. ▪ Have opportunities to share finished work with an audience. ▪ Write using a combination of phonetic spelling and correctly spelled common words. ▪ Create writing that sounds like talk, and begin to include more descriptive vocabulary that they hear from adults and read in books. ▪ Use appropriate letters to represent sounds they hear in words. ▪ Create writing that can be read by themselves and others. ▪ Begin to use periods, question marks, and capital letters. ▪ Use classroom resources such as charts and word lists to help with writing. ▪ Take notes using the following graphic organizers: list, story order, and web (cluster) organizers. ▪ Listen to a story, use a graphic organizer for note taking, and list the details and summarize the story using picture representation, symbols, and words. ▪ Read a story, use a graphic organizer for note taking, and summarize the story using picture representation and words.

Grade 2	• Read for information and understanding • Write for information and understanding • Listen for information and understanding • Speak for information and understanding	<u>Reading, Listening, and Speaking for Information & Understanding</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, independent reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Choose reading as a way to enjoy free time at school and at home. ▪ Choose challenging materials to read for pleasure and for information. ▪ Use outside sources such as the public library to supplement classroom reading choices. ▪ Continue to have good literature read to them daily and begin reading to others. ▪ Read one or two chapters from a book daily. ▪ Read a range of materials, including poems, chapter books, picture books, informational books, etc. ▪ Read messages they see in the classroom and the world around them, including labels, instructions, menus, and announcements. ▪ Use simple reference material to get information for all subject areas. ▪ Discuss books daily with the teacher, a classmate, or in a group. ▪ Keep a personal reading log to reflect current and past readings. ▪ Learn new words daily. ▪ Use their knowledge of all sounds and letters in the alphabet to figure out unfamiliar words. ▪ Be able to read regularly spelled one- and two-syllable words. ▪ Recognize or figure out many irregularly spelled words by looking for familiar parts such as common word endings, root words, etc. ▪ Have a rapidly growing vocabulary of words that they recognize on sight. ▪ Listen and speak daily in whole class and small group discussions, and in one-to-one conversations with the teacher in order to: ▪ Show an understanding and appreciation of stories read to them. ▪ Use and understand many new words in conversation. ▪ Share ideas, facts, observations and opinions with classmates and teachers. ▪ Summarize information they have heard and ask a question when meaning is unclear. ▪ Hear and follow directions with a number of steps. ▪ Listen respectfully and take turns speaking.

		Writing for Information and Understanding: Curriculum: Write Source *Write Away*, independent writing, journals *By the end of the school year, students will:* ▪ Write daily for extended periods on topics that they choose themselves. ▪ Choose at least 10 pieces throughout the school year to develop more fully. ▪ Develop a sense of what makes a good piece of writing. ▪ Use feedback from teachers and classmates to improve their writing. ▪ Keep a collection of their writing. ▪ Have opportunities to share finished work with an audience. ▪ Incorporate language and ideas from previously read books into their own writing. ▪ Spell most common words correctly, and use letter sounds that make sense when they make mistakes (such as "yous to" for "used to"). ▪ Use different types of sentences, including longer, more complicated ones. ▪ Include new and interesting vocabulary in their writing. ▪ Use periods, question marks, capital letters, exclamation marks, and contractions. ▪ Use classroom resources such as books, charts, and word lists to help with writing. ▪ Take notes using the following graphic organizers: list, story order, and ▪ Web (cluster) organizers, description wheel, Venn diagram, 5 W Star, and sensory chart. ▪ Listen to a story, use a graphic organizer for note taking, and list the details and summarize the story. ▪ Read a story, use a graphic organizer for note taking, and summarize the story.

Grade 3	• Read for information and understanding
	• Write for information and understanding
	• Listen for information and understanding
	• Speak for information and understanding
		<u>Reading, Listening, and Speaking for Information & Understanding</u>:
		Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, independent reading, read a loud, classroom library
		
		By the end of the school year, students will:
		▪ Choose reading as a way to enjoy free time at school and at home.
		▪ Continue to choose challenging material to read for pleasure and for information.
		▪ Continue to have good literature read to them daily in all subject areas.
		▪ Read to others with expression.
		▪ Read and understand 30 chapter books.
		▪ Read several books by the same author in the same genre, and on the same subject.
		▪ Read messages they see in the classroom and the world around them, including labels, instructions, menus, and announcements.
		▪ Use simple reference books to get information.
		▪ Discuss books daily with the teacher, a classmate, or in a group.
		▪ Keep a personal reading log to record thoughts and ideas about books.
		▪ Learn new words daily.
		▪ Use their knowledge of how words work to figure out new and challenging words.
		▪ Have a rapidly growing vocabulary of words that they recognize on sight.
		▪ Listen and speak daily in whole class and small group discussions, and in one-to-one conversations with the teacher in order to:
		  ▪ Show a deeper understanding and appreciation of stories read to them.
		  ▪ Continue to add to their listening and speaking vocabulary.
		  ▪ Share ideas, facts, observations and opinions with classmates and teachers.
		  ▪ Know the difference between fact and opinion.
		  ▪ Be able to support opinions with reasons.
		  ▪ Present a short oral report.
		  ▪ Give or follow directions with a number of steps.
		  ▪ Listen respectfully and take turns speaking.

		Writing for Information and Understanding: Curriculum: Write Source *Write On Track*, independent writing, journals *By the end of the school year, students will:* ▪ Write daily for extended periods on topics that they choose themselves. ▪ Write daily in all subject areas, such as social studies, science, and mathematics. ▪ Take 10-12 pieces of writing through the process of revising, editing, and publishing. ▪ Have a well developed sense of what makes a good piece of writing. ▪ Have a number of strategies for making work better and more interesting to an audience. ▪ Write a variety of pieces (poems, stories, reports, etc.) that are longer and more complex than in earlier grades. ▪ Keep a collection of their writing. ▪ Have opportunities to share finished work with an audience ▪ Spell most words correctly, and notice when a word does not look correct. ▪ Write using more of the types of words and sentences they read in books. ▪ Include new and more appropriate vocabulary in their writing. ▪ Use periods, question marks, capital letters, exclamation marks, and contractions correctly nearly all the time. ▪ Use classroom resources such as books, dictionaries, charts, and word lists to help with writing and editing. ▪ Take notes using the following graphic organizers: list, story order, and web (cluster) organizers, description wheel, Venn diagram, 5 W Star, and sensory chart. ▪ Listen to a story, use a graphic organizer for note taking, and list the details and summarize the story. ▪ Read a story, use a graphic organizer for note taking, and summarize the story.
Grade 4	• Read for information and understanding • Write for information and understanding • Listen for information and understanding • Speak for information and understanding	Reading, Listening, and Speaking for Information & Understanding: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, independent reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Read and understand:

		▪ At least 25 books. ▪ At least four books about one subject, or by the same writer, or in one genre of literature. ▪ Show evidence of understanding their reading in both writing and classroom discussion. ▪ Relate new ideas and information in books to previous knowledge and personal experience. ▪ Read familiar books aloud: ▪ With accuracy and expression. ▪ Using strategies for self-correction. ▪ Using strategies to figure out unfamiliar words. ▪ Read silently and independently. ▪ Use technology to support reading. ▪ Keep a record of what has been read, reflecting goals and accomplishments. ▪ Collect information and identify important ideas. ▪ Ask questions to further understanding, and repeat what they have heard in their own words. ▪ Respond to questions thoughtfully, using details and examples. ▪ Take turns speaking, and respond to each other's questions and comments. ▪ Express opinions and back them up with reasons. <u>Writing for Information and Understanding</u>: Curriculum: Write Source *Writers Express*, independent writing, journals *By the end of the school year, students will:* ▪ Informational writing, such as a science or social studies report. This writing should include appropriate facts and details. ▪ A response to literature, such as a book review. This writing should show an understanding of the book's story, setting, and characters. ▪ A story, fictional or autobiographical. This writing should establish interesting characters and situations, and should include details and descriptions. ▪ A narrative procedure explaining how to do something. This writing should lay out clear steps that are easy to follow. ▪ Grammar, including nouns, adjectives, and verbs. ▪ Paragraph structure, including rules of dividing a piece into paragraphs. ▪ Punctuation such as commas, periods, exclamation points, and question marks. ▪ Sentence construction, including statements, questions, and exclamations.

		▪ Spelling strategies for fourth grade content-area vocabulary. ▪ Making their writing easier to understand. ▪ Adding or deleting details and explanations. . ▪ Editing for spelling and punctuation. ▪ Rearranging the sequence of words, sentences, and paragraphs. ▪ Take notes using the following graphic organizers: list, story order, and web (cluster) organizers, description wheel, Venn diagram, 5 W Star, sensory chart, timeline, cycle diagram, and cause/effect chart. ▪ Listen to a story, use a graphic organizer for note taking, and list the details and summarize the story. ▪ Read a story, use a graphic organizer for note taking, and summarize the story.
Standard 2—Students will read, write, listen and speak for literary response and expression.		
Kindergarten	• Read for literary response and expression • Write for literary response and expression • Listen for literary response and expression • Speak for literary response and expression	<u>Reading, Listening, and Speaking for Literary Response and Expression</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Reread favorite books that have been read to them, imitating the reading behaviors of the teacher. ▪ Recognize and interpret familiar signs and symbols from the environment, such as stop signs. ▪ Join with the class in creating charts and diagrams to record important details about characters and events in stories. ▪ Demonstrate that they understand books read to them by dramatizing, retelling, re-stating, and discussing the story in their own words. ▪ Relate personal experiences to the text. <u>Writing for Literary Response and Expression</u>: Curriculum: Write Source *Writing Spot*, independent writing, journals • Write in order to: ▪ Share an experience or event. ▪ Communicate information to others ▪ Tell a made-up story.

		▪ Tell what they think about a book. ▪ Tell how to do something. ▪ Retell and act out stories as an activity before writing. ▪ Tell about events in the order that they happened. ▪ Begin to orally use "storybook" language, such as "Once upon a time..." or "...and they lived happily after." ▪ Take notes using the following graphic organizers: list and story order organizer. ▪ Listen to a story, use a graphic organizer for note taking, and provide a literary response using picture representation and symbols. ▪ Read a story, use a graphic organizer for note taking, and provide a literary response using picture representation and symbols.
Grade 1	• Read for literary response and expression • Write for literary response and expression • Listen for literary response and expression • Speak for literary response and expression	<u>Reading, Listening, and Speaking for Literary Response and Expression</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Show they understand a book they have read on their own by retelling, summarizing, or discussing it with classmates. ▪ Begin to use a variety of strategies to solve reading misunderstandings, such as stopping to consider whether words or sentences sound right and make sense in the story. ▪ Use punctuation such as periods, question marks, and quotation marks to help make sense of a text. ▪ Show they understand a read-aloud by making predictions, discussing cause and effect, and/or extending the story. ▪ Join with the class in creating charts and diagrams to record important details about characters and events in stories. ▪ Compare characters, setting, and story from one book to another.

		Writing for Literary Response and Expression:
		Curriculum: Write Source *Write One*, independent writing, journals
		
		By the end of the school year, students will:
		▪ Write in order to:
		  ▪ Share an experience or event.
		  ▪ Communicate information to others.
		  ▪ Tell a made-up story.
		  ▪ Tell what they think about a book.
		  ▪ Tell how to do something.
		▪ Begin to plan out their writing.
		▪ Tell about events in the order that they happened.
		▪ Use a combination of words and pictures in their writing.
		▪ Use in their own writing ideas and language from books they have read.
		▪ Take notes using the following graphic organizers: list, story order organizer, and web (cluster).
		▪ Listen to a story, use a graphic organizer for note taking, and provide a literary response using picture representation and words.
		▪ Read a story, use a graphic organizer for note taking, and provide a literary response using picture representation and words.

Grade 2	• Read for literary response and expression • Write for literary response and expression • Listen for literary response and expression • Speak for literary response and expression	Reading, Listening, and Speaking for Literary Response and Expression: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Be able to write about, discuss, and summarize the main ideas in a book. ▪ Read aloud independently from unfamiliar books, chosen with teacher's help. ▪ Continue to solve reading challenges using strategies such as stopping to consider whether words or sentences sound right and make sense in a story. ▪ Use cues of punctuation to guide them when reading aloud. ▪ Know when they do not understand meanings and look for help in the text. ▪ Keep track of characters and story in a chapter book read over several days. ▪ Be able to distinguish between fiction and nonfiction. ▪ Begin to use charts and diagrams independently to record important details about characters and events in stories. ▪ Compare characters, setting, and story from one book to another.

		Writing for Literary Response and Expression::
		Curriculum: Write Source *Write Away*, independent writing, journals
		
		By the end of the school year, students will:
		▪ Write in order to:
		  ▪ Share an experience or event.
		  ▪ Learn new things and communicate information to others.
		  ▪ Tell a made-up story
		  ▪ Tell what they think about a book.
		  ▪ Tell how to do something.
		▪ Plan longer pieces that have beginnings, middles, and ends.
		▪ Make decisions about which events are important to include and which to leave out when writing a story.
		▪ Use dialogue in their stories and describe what characters are thinking and feeling.
		▪ Use in their own writing ideas and language from books they have read.
		▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, and Venn diagram.
		▪ Listen to a story, use a graphic organizer for note taking, and write a literary response in complete sentences.
		▪ Read a story, use a graphic organizer for note taking, and write a literary response in complete sentences.

Grade 3	• Read for literary response and expression • Write for literary response and expression • Listen for literary response and expression • Speak for literary response and expression	<u>Reading, Listening, and Speaking for Literary Response and Expression</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Be able to write about, discuss, and summarize the plot, setting, character, and main ideas in books that they have read. ▪ Compare characters, setting, and story from one book to another. ▪ Read aloud independently from books they have previewed on their own, using appropriate expression to get across meaning. ▪ Read a variety of books of different genres and books that contain increasingly difficult vocabulary and concepts. ▪ Use punctuation to help understand meaning, and read aloud smoothly from books that they have chosen themselves. ▪ Raise questions about what an author writes and try to answer questions through their reading. <u>Writing for Literary Response and Expression</u>:: Curriculum: Write Source *Write On Track*, independent writing, journals *By the end of the school year, students will:* ▪ Write in order to: ▪ Share an experience or event, real or imagined (narrative writing). ▪ Learn new things and communicate information to others (report writing). ▪ Tell what they think about a book (response to literature). ▪ Tell how to do something (procedural writing). ▪ Plan longer pieces that have beginnings, middles, and ends. ▪ Choose forms of writing that best suit what they want to say (poem, story, letter, etc.). ▪ Begin to choose details that establish a mood and keep a reader interested. ▪ Include different types of characters in stories, developed more fully with dialogue and description. ▪ Write stories with the reader's reaction in mind (make someone laugh, create suspense, etc.). ▪ Use in their own writing ideas and language from books they have read. ▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, and Venn diagram.

		▪ Listen to a story, use a graphic organizer for note taking, and write a literary response in well-developed paragraphs. ▪ Read a story, use a graphic organizer for note taking, and write a literary response in well-developed paragraphs.
Grade 4	• Read for literary response and expression • Write for literary response and expression • Listen for literary response and expression • Speak for literary response and expression	<u>Reading, Listening, and Speaking for Literary Response and Expression</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Identify similar themes across different books. ▪ Think about the author's word choices and decisions about content. ▪ Compare different types of literature. ▪ Describe the personalities of individual characters, and why they act the way they do. ▪ Develop ideas (for example, draw conclusions and make predictions) about events, characters and settings. ▪ Be able to select books based on personal needs and interest. <u>Writing for Literary Response and Expression</u>:: Curriculum: Write Source *Writers Express*, independent writing, journals *By the end of the school year, students will:* ▪ Present personal responses to literature that make reference to the plot, characters, ideas, vocabulary, and text structure ▪ Present responses to and interpretations of literature, making reference to the literary elements found in the text and the connections with their personal

		knowledge and experience ▪ Produce interpretations of literary works that identify different levels of meaning and comment on their significance and effect ▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, Venn diagram, timeline, cycle diagram, and cause/effect organizer. ▪ Listen to a story, use a graphic organizer for note taking, and write a literary response in a well-structured essay. ▪ Read a story, use a graphic organizer for note taking, and write a literary response in a well-structured essay.
Standard 3—Students will read, write, listen and speak for critical analysis and evaluation.		
Kindergarten	• Read for critical analysis and evaluation • Write for critical analysis and evaluation • Listen for critical analysis and evaluation • Speak for critical analysis and evaluation	<u>Reading, Listening, Speaking, and Writing for Critical Analysis and Evaluation</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library Write Source *Write Spot*, independent writing, journals *By the end of the school year, students will:* ▪ Form opinions about the books they read and listen to ▪ Express opinions using gestures, pictures, symbols about events, books, issues, and experiences. ▪ Make decisions about the quality and dependability of texts and experiences based on some criteria, such as the attractiveness of the illustrations and appeal of the characters in a picture book, or the logic and believability of the claims made in an advertisement.

		▪ Recognize the difference between reality and fantasy. ▪ Take notes using the following graphic organizers: list and story order organizer. ▪ Listen to a story, use a graphic organizer for note taking, and express an opinion using picture representation. ▪ Read a story, use a graphic organizer for note taking, and express an opinion using picture representation. ▪
Grade 1	• Read for critical analysis and evaluation • Write for critical analysis and evaluation • Listen for critical analysis and evaluation • Speak for critical analysis and evaluation	<u>Reading, Listening, and Speaking for Critical Analysis and Evaluation</u>: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Read and form opinions about a variety of literary and informational texts and presentations ▪ Make decisions about the quality and dependability of texts and experiences based on some criteria, such as the attractiveness of the illustrations and appeal of the characters in a picture book, or the logic and believability of the claims made in an advertisement ▪ Evaluate their own strategies for reading and listening critically (such as recognizing bias or false claims, and understanding the difference between fact and opinion) and adjust those strategies to understand the experience more fully <u>Writing for Critical Analysis and Evaluation</u> Curriculum: Write Source *Write One*, independent writing, journals *By the end of the school year, students will:* ▪ Express opinions with some evidence, in such forms as oral and written reviews, letters, and essays, about events, books, issues, and experiences. ▪ Present arguments for certain views or actions with reference to specific criteria that support the argument (e.g. an argument to purchase a particular piece of playground equipment might be based on the criteria of safety, appeal to children, durability, and low cost.)

		▪ Monitor and adjust their own oral and written presentations to meet criteria for competent performance (e.g. in writing, the criteria might include development of position, organization, appropriate vocabulary, mechanics, and neatness. In speaking, the criteria might include good content, effective delivery, diction, posture, poise, and eye contact.) ▪ Use effective vocabulary and follow the rules of grammar, usage, spelling, and punctuation in persuasive writing. ▪ Take notes using the following graphic organizers: list, story order organizer, and web (cluster). ▪ Listen to a story, use a graphic organizer for note taking, and draw or write an opinion and evaluation of the story. ▪ Read a story, use a graphic organizer for note taking, and draw or write an opinion and evaluation of the story.
Grade 2	• Read for critical analysis and evaluation • Write for critical analysis and evaluation • Listen for critical analysis and evaluation • Speak for critical analysis and evaluation	<u>Reading, Listening, and Writing for Critical Analysis and Evaluation</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Read and form opinions about a variety of literary and informational texts and presentations, as well as persuasive texts such as advertisements, commercials, and letters to the editor. ▪ Make decisions about the quality and dependability of texts and experiences based on some criteria, such as the attractiveness of the illustrations and appeal of the characters in a picture book, or the logic and believability of the claims made in an advertisement ▪ Evaluate their own strategies for reading and listening critically (such as recognizing bias or false claims, and understanding the difference between fact and opinion) and adjust those strategies to understand the experience more fully <u>Writing for Critical Analysis and Evaluation</u> Curriculum: Write Source *Write Away*, independent writing, journals *By the end of the school year, students will:* ▪ Express opinions (in such forms as oral and written reviews, letters to the editor, essays, or persuasive speeches) about events, books, issues, and

		experiences, supporting their opinions with some evidence ▪ Present arguments for certain views or actions with reference to specific criteria that support the argument (e.g. an argument to purchase a particular piece of playground equipment might be based on the criteria of safety, appeal to children, durability, and low cost.) ▪ Monitor and adjust their own oral and written presentations to meet criteria for competent performance (e.g. in writing, the criteria might include development ▪ of position, organization, appropriate vocabulary, mechanics, and neatness. In speaking, the criteria might include good content, effective delivery, diction, posture, poise, and eye contact.) ▪ Use effective vocabulary and follow the rules of grammar, usage, spelling, and punctuation in persuasive writing ▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, and Venn diagram. ▪ Listen to a story, use a graphic organizer for note taking, and write an opinion and point of view. ▪ Read a story, use a graphic organizer for note taking, and write an opinion and point of view.
Grade 3	• Read for critical analysis and evaluation • Write for critical analysis and evaluation • Listen for critical analysis and evaluation • Speak for critical analysis and evaluation	<u>Reading, Listening, and Speaking for Critical Analysis and Evaluation</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Recognize that the criteria that one uses to analyze and evaluate anything depend on one's point of view and purpose for the analysis ▪ Read and form opinions about a variety of literary and informational texts and presentations, as well as persuasive texts such as advertisements, commercials, and letters to the editor ▪ Make decisions about the quality and dependability of texts and experiences based on some criteria, such as ,the logic and believability of the claims made in an advertisement ▪ Evaluate their own strategies for reading and listening critically (such as recognizing bias or false claims, and understanding the difference between fact and opinion) and adjust those strategies to understand the experience more fully

		Writing for Critical Analysis and Evaluation Curriculum: Write Source *Write On Track*, independent writing, journals *By the end of the school year, students will:* ▪ Express opinions (in such forms as oral and written reviews, letters to the editor, essays, or persuasive speeches) about events, books, issues, and experiences, supporting their opinions with some evidence ▪ Present arguments for certain views or actions with reference to specific criteria that support the argument (e.g. an argument to purchase a particular piece of playground equipment might be based on the criteria of safety, appeal to children, durability, and low cost.) ▪ Monitor and adjust their own oral and written presentations to meet criteria for competent performance (e.g. in writing, the criteria might include development of position, organization, appropriate vocabulary, mechanics, and neatness. In speaking, the criteria might include good content, effective delivery, diction, posture, poise, and eye contact.) ▪ Use effective vocabulary and follow the rules of grammar, usage, spelling, and punctuation in persuasive writing. ▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, and Venn diagram. ▪ Listen to a story, use a graphic organizer for note taking, and write an opinion, point of view, and develop an argument. ▪ Read a story, use a graphic organizer for note taking, and write an opinion, point of view, and develop an argument.
Grade 4	• Read for critical analysis and evaluation • Write for critical analysis and evaluation • Listen for critical analysis and evaluation • Speak for critical analysis and evaluation	Reading, Listening, and Speaking for Critical Analysis and Evaluation: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Analyze, interpret, and evaluate information, ideas, organization and language from academic and nonacademic texts, such as textbooks, public documents, book and movie reviews, and editorials. ▪ Assess the quality of texts and presentations, using criteria related to the genre, the subject area, and purpose (e.g., using the criteria of accuracy, objectivity, comprehensiveness, and understanding of the game to evaluate a sports editorial. ▪ Understand that within any group there are many different points of view depending on the particular interests and values of the individual, and

		recognize those differences in perspective in texts and presentations (e.g., in considering whether to let a new industry come into a community, some community members might be enthusiastic about the additional jobs that will be created while others are concerned about the air and noise pollution that could result.) ▪ Evaluate their own and others' work based on a variety of criteria (e.g., logic, clarity, comprehensiveness, conciseness, originality, conventionality) and recognize the varying effectiveness of different approaches Writing for Critical Analysis and Evaluation Curriculum: Write Source *Writers Express*, independent writing, journals *By the end of the school year, students will:* ▪ Present (in essays, position papers, speeches, and debates) clear analyses of issues, ideas, texts, and experiences, supporting their positions with well-developed arguments ▪ Develop arguments with effective use of details and evidence that reflect a coherent set of criteria (e.g. reporting results of lab experiments to support a hypothesis ▪ Monitor and adjust their own oral and written presentations according to the standards for a particular genre (e.g. defining key terms used in a formal debate) ▪ Use standard English, precise vocabulary, and presentational strategies effectively to influence an audience ▪ Take notes using the following graphic organizers: list, story order organizer, web (cluster), description wheel, 5 W chart, sensory chart, and Venn diagram. ▪ Listen to a story, use a graphic organizer for note taking, and write a supported opinion, develop an argument, and analyze story selection. ▪ Read a story, use a graphic organizer for note taking, and write a supported opinion, develop an argument, and analyze story selection.
Standard 4—Students will read, write, listen and speak for social interaction.		
Kindergarten	• Read for social interaction • Write for social interaction • Listen for social interaction • Speak for social interaction	Reading, Listening, and Speaking for Social Interaction: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, read a loud, classroom library

		By the end of the school year, students will: ▪ Listen attentively and recognize when it is appropriate for them to speak ▪ Take turns speaking and respond to others' ideas in conversations on familiar topics ▪ Recognize the kind of interaction appropriate for different circumstances, such as story hour, group discussions, and one-on-one conversations <u>Writing for Social Interaction</u>: Curriculum: Write Source *Write Spot*, independent writing, journals *By the end of the school year, students will:* ▪ Exchange friendly cards with friends and relatives
Grade 1	• Read for social interaction • Write for social interaction • Listen for social interaction • Speak for social interaction	<u>Reading, Listening, and Speaking for Social Interaction</u>: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Share ideas, facts, observations, and opinions with classmates and teachers ▪ Listen attentively and recognize when it is appropriate for them to speak ▪ Take turns speaking and respond to others' ideas in conversations on familiar topics ▪ Recognize the kind of interaction appropriate for different circumstances, such as story hour, group discussions, and one-on-one conversations <u>Writing for Social Interaction</u>: Curriculum: Write Source *Write One*, independent writing, journals *By the end of the school year, students will:* ▪ Exchange friendly notes, cards, and letters with friends, relatives, and pen pals to keep in touch and to commemorate special occasions ▪ Adjust their vocabulary and style to take into account the nature of the relationship and the knowledge and interests of the person receiving of the message
Grade 2	• Read for social interaction • Write for social interaction • Listen for social interaction	<u>Reading, Listening, and Speaking for Social Interaction</u>: Curriculum: Scott Foresman *Reading*, Direct Instruction *Reading Mastery*, authentic literature reading, read a loud, classroom library

	• Speak for social interaction	*By the end of the school year, students will:* ▪ Recognize and use different communication styles with persons or audiences ▪ Use oral language that follows the accepted conventions of the English language for effective communication with a wide variety of people ▪ Share ideas, facts, observations, and opinions with classmates and teachers ▪ Listen attentively and recognize when it is appropriate for them to speak ▪ Take turns speaking and respond to others' ideas in conversations on familiar topics ▪ Recognize the kind of interaction appropriate for different circumstances, such as story hour, group discussions, and one-on-one conversations <u>Writing for Social Interaction</u>: Curriculum: Write Source *Write Away*, independent writing, journals *By the end of the school year, students will:* ▪ Read and discuss published letters, diaries, and journals to learn the conventions of social writing ▪ Exchange friendly notes, cards, and letters with friends, relatives, and pen pals to keep in touch and to commemorate special occasions ▪ Adjust their vocabulary and style to take into account the nature of the relationship and the knowledge and interests of the person receiving of the message.

Grade 3	• Read for social interaction • Write for social interaction • Listen for social interaction • Speak for social interaction	<u>Reading, Listening, and Speaking for Social Interaction</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Use oral communication to persuade others to change their point of view ▪ Recognize and use different communication styles with persons or audiences ▪ Use oral language that follows the accepted conventions of the English language for effective communication with a wide variety of people ▪ Share ideas, facts, observations, and opinions with classmates and teachers ▪ Listen attentively and recognize when it is appropriate for them to speak ▪ Take turns speaking and respond to others' ideas in conversations on familiar topics ▪ Recognize the kind of interaction appropriate for different circumstances, such as story hour, group discussions, and one-on-one conversations <u>Writing for Social Interaction</u>: Curriculum: Write Source *Write On Track*, independent writing, journals *By the end of the school year, students will:* ▪ Use written communication to persuade others to change their point of view ▪ Read and discuss published letters, diaries, and journals to learn the conventions of social writing ▪ Exchange friendly notes, cards, and letters with friends, relatives, and pen pals to keep in touch and to commemorate special occasions ▪ Adjust their vocabulary and style to take into account the nature of the relationship and the knowledge and interests of the person receiving of the message.

Grade 4	• Read for social interaction • Write for social interaction • Listen for social interaction • Speak for social interaction	<u>Reading, Listening, and Speaking for Social Interaction</u>: Curriculum: Scott Foresman *Reading,* Direct Instruction *Reading Mastery,* authentic literature reading, read a loud, classroom library *By the end of the school year, students will:* ▪ Listen attentively to others and build on others' ideas in conversations with peers and adult ▪ Express ideas and concerns clearly and respectfully in conversations and group discussions ▪ Use verbal and nonverbal skills to improve communication with others ▪ Use oral communication to persuade others to change their point of view ▪ Recognize and use different communication styles with persons or audiences ▪ Use oral language that follows the accepted conventions of the English language for effective communication with a wide variety of people ▪ Share ideas, facts, observations, and opinions with classmates and teachers ▪ Listen attentively and recognize when it is appropriate for them to speak ▪ Take turns speaking and respond to others' ideas in conversations on familiar topics ▪ Recognize the kind of interaction appropriate for different circumstances, such as story hour, group discussions, and one-on-one conversations <u>Writing for Social Interaction</u>: Curriculum: Write Source *Writers Express*, independent writing, journals *By the end of the school year, students will:* ▪ Write social letters, cards, and electronic messages to friends, relatives,, community acquaintances, and other electronic network users ▪ Read and discuss social communications and electronic communications of other writers and use some of the techniques of those writers in their own writing ▪ Use written communication to persuade others to change their point of view ▪ Read and discuss published letters, diaries, and journals to learn the conventions of social writing ▪ Exchange friendly notes, cards, and letters with friends, relatives, and pen pals to keep in touch and to commemorate special occasions ▪ Adjust their vocabulary and style to take into account the nature of the relationship and the knowledge and interests of the person receiving of the message.

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Students will use mathematical analysis, specific inquiry, and engineering design, as appropriate, to post questions, seek answers, and develop solutions.		
Kindergarten	• Mathematical Analysis • Scientific Inquiry • Engineering Design	Mathematical Analysis: Curriculum: *Everyday Mathematics* *By the end of the school year, students will:* ▪ Look for patterns in number charts, designs, nature, and literature. ▪ Observe, describe, and explore patterns using a variety of manipulative materials (e.g., colored blocks, pattern blocks, buttons, geometric shapes). ▪ Create patterns with hand clapping or foot stamping. ▪ Participate in collecting, discussing and displaying data in a variety of ways (e.g., bar graphs, pictographs). ▪ Anticipate outcomes by guessing and estimating. ▪ Draw pictures to show mathematical situations. Scientific Inquiry: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Begin to ask questions and construct explanations based on observations of objects and events. ▪ Begin to work individually and in groups to collect and share information and ideas. ▪ Begin to acquire information from observation, simple experiments, print and non-print sources. ▪ Begin to communicate individual and shared scientific ideas through talking, drawing, and simple writing. ▪ Perform activities and/or experiments to increase understanding of scientific concepts. For example: push and pull activities, properties of water experiments, and plants and seeds experiments.

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		Engineering Design Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Begin to conduct simple experiments and share discoveries. ▪ Begin to build models to help represent scientific understandings, such as building a ramp to show how changing the ramp angle affects a toy car's speed.
Grade 1	• Mathematical Analysis • Scientific Inquiry • Engineering Design	Mathematical Analysis: Curriculum: *Everyday Mathematics* *By the end of the school year, students will:* ▪ Compare attributes of objects (e.g., size, shape, weight, texture). ▪ Compare the dimensions of various objects using terms such as: longer than, taller than, as long as. ▪ Compare the capacity of containers using materials such as sand and water. ▪ Recognize, describe, create and extend geometric and number patterns. ▪ Sort, classify, and compare objects according to a rule or generalization. ▪ Explore more than one object belonging to one set (e.g., five fingers to one hand, two eyes to one face). ▪ Collect, record, and compare data in a variety of ways (e.g., surveys, tables, tallies, pictures, and pictographs). ▪ Predict the likely outcome of repeated acts (e.g., coin toss). ▪ Explore combinations and arrangements by solving problems such as, "How many different pairs of numbers add up to ten?" ▪ Select appropriate strategies for solving word problems (e.g., using objects or drawings). ▪ Convey mathematical thinking using content specific language to describe, explain, and compare. ▪ Talk about mathematics and problem solving in everyday life (e.g., attendance, time, weather). Scientific Inquiry: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Begin to ask questions and construct explanations based on observations and the results of simple experiments. (Will a magnet attract a penny?)

		▪ Work individually and in groups to collect, describe, record, and share ideas and information. ▪ Complete a whole-class project that includes one or more of the following investigations: an experiment, a field study, a design, or non-experimental research. By the end of fourth grade, students should have completed at least one of each of these four types of investigations. ▪ Acquire information from observation, simple experiments, print and non-print sources. ▪ Communicate and begin to compare individual and shared scientific ideas through discussion, drawing, and simple writing. ▪ Perform activities and/or experiments to increase understanding of scientific concepts. For example: magnet and motion activities, properties of air experiments, and weather activities. <u>Engineering Design</u> Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Conduct simple experiments and share discoveries. ▪ Build models to help represent scientific understandings, such as building a ramp to show how changing the ramp angle affects a toy car's speed.
Grade 2	• Mathematical Analysis • Scientific Inquiry • Engineering Design	<u>Mathematical Analysis</u>: Curriculum: *Everyday Mathematics* *By the end of the school year, students will:* ▪ Estimate familiar lengths, widths, and time intervals and check them against measurements. ▪ Compare sets of objects using the following terms: more than, bigger than, greater than, less than, the same size, equal to, before, after, and between. ▪ Make predictions, record data from experiments, and explain outcomes using spinners, coins, and color tiles. ▪ Explore combinations and arrangements by solving problems such as: "How many different ways can you rearrange the letters in your name?" ▪ Discuss, justify, organize, and write about solutions to problems using content specific language to describe, explain, and compare.

		Scientific Inquiry: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Ask questions that can be investigated by performing simple experiments. ▪ Use evidence from observations and reliable sources to construct explanations for experiment results. ▪ Work individually and in groups to collect, describe, record, and share information and ideas, such as observing the changes that occur to an apple decomposing in a closed jar. ▪ Begin to predict that similar experiments should produce similar results and identify reasons when they do not. ▪ Begin to design and conduct experiments and other investigations individually and in groups. ▪ Complete a whole-class project that includes one or more of the following investigations: an experiment, a field study, a design, or non-experimental research. By the end of fourth grade, students should have completed at least one of each of these four types of investigations. ▪ Perform activities and/or experiments to increase understanding of scientific concepts. For example: comparing soils, create an ecosystem, and cycles of caterpillars. Engineering Design Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Begin to use simple data tables to record, read, and understand experiment results. ▪ Begin to use information gathered from experiments and other sources to explain observations and events. ▪ Begin to report orally and in writing using appropriate science vocabulary
Grade 3	• Mathematical Analysis • Scientific Inquiry • Engineering Design	Mathematical Analysis: Curriculum: *Everyday Mathematics* *By the end of the school year, students will:* ▪ Use physical materials, pictures, and diagrams to explain mathematical ideas and to demonstrate geometric concepts (e.g., line segment, parallel, perpendicular, intersecting). ▪ Through concrete experiences, estimate and measure length, width, perimeter, and area of objects using metric and customary (U.S. Standard) tools.

- Recognize, describe, extend, create, compare, and contrast numeric patterns and patterns with geometric shapes.
- Use manipulative materials to model skip counting patterns related to multiplication.
- Represent and analyze patterns and functions using tables (e.g., input/output boxes).
- Interpret and identify the parts of a bar graph (e.g., title, vertical and horizontal axes, bars, labels).
- Predict the outcome of an experiment and compare the result to the prediction.
- Work individually and collaboratively to discuss, justify, organize, and write about solutions to problems using content specific mathematical language.

Scientific Inquiry:
Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library

By the end of the school year, students will:
- Ask questions that can be investigated by performing experiments.
- Use evidence from observations and reliable sources to construct explanations for experiment results.
- Work individually and in groups to collect, describe, record, and share information and ideas, such as observing changes in mealworms.
- Explain that similar experiments should produce similar results and identify reasons when they do not.
- Use diagrams, charts, graphs, artwork and writing to report on the results of an investigation.
- Complete a small-group (two-to-four students) project that includes one or more of the following investigations: an experiment, a field study, a design, or non-experimental research. By the end of fourth grade, students should have completed at least one of each of these four types of investigations.
- Perform activities and/or experiments to increase understanding of scientific concepts. For example: decomposition experiment, classification of foods, and fossils.

Engineering Design
Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library

By the end of the school year, students will:
- Design and conduct experiments and other investigations individually and in groups, such as investigating how changing or varying the amount of water can affect the growth of plan
- Use charts, tables, and graphs to record, read, and understand experiment results.
- Acquire information from observation, experimentation, print, and non-print sources.
- Use information gathered from experiments and other sources to explain observations and events.
- Report orally and in writing using appropriate science vocabulary.

Grade 4	• Mathematical Analysis • Scientific Inquiry • Engineering Design	Mathematical Analysis: Curriculum: *Everyday Mathematics* *By the end of the school year, students will:* ▪ Estimate, measure, and represent length, width, perimeter, and area of objects in the real world. ▪ Represent and analyze patterns and functions using tables (e.g., input/output boxes, function tables). ▪ Conduct and predict outcomes of various experiments, using unequally as well as equally likely outcomes. ▪ Predict results and find out why some results are more likely than others, less likely than others or equally as likely as others. ▪ Display orderly ways to determine the number of possible arrangements and combinations using models, pictures, lists, and tree diagrams. ▪ Use a variety of strategies to solve and represent problems/solutions (e.g., logical thinking, estimation, number sense, pictures, diagrams, and charts). ▪ Work individually and collaboratively to discuss, justify, organize, and write about solutions to problems using content specific mathematical language. ▪ Explain how solutions to problems can be applied to other school subjects and in real-world situations. Scientific Inquiry: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Ask appropriate questions that can be investigated by performing experiments. ▪ Use evidence from observations and reliable sources to construct explanations for experiment results. ▪ Work individually and in groups to collect, describe, record, and share information and ideas and to apply learning to solve new problems. ▪ Explain why similar experiments should produce similar results and identify reasons when they do not. ▪ Plan and conduct a small-group project that includes at least one of the following investigations: an experiment with conclusions supported by data; secondary research using a variety of print and non-print sources; a student-designed and constructed working model meant to duplicate something from the natural or human-made world, such as a model of a light bulb, or a design meant to solve a problem such as streamlining cars to increase their rate of speed. By the end of fourth grade, students should have completed at least one of each of these four types of investigations. ▪ Perform activities and/or experiments to increase understanding of scientific concepts. For example: magnetism, making weather tools (barometer), and measuring mass.

		Engineering Design Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* • Design and conduct experiments and other investigations individually and in groups, such as investigating how changing or varying the amount of water can affect the growth of plan •Prepare and use data tables and graphs to record, read, and understand experiment results. • Use information gathered from experiments and other sources to explain observations and events, including actively listening for alternative interpretations and ideas. • Report orally and in writing using appropriate science vocabulary.
Standard 2—Students will access, generate, process, and transfer information using appropriate technologies.		
Kindergarten	• Using Information Technology • Impacts of Information Technology	Curriculum: *Core Knowledge Sequence*, 2 or 3 computers in the classroom, and 10 computers in the library. *By the end of the school year, students will:* ▪ Identify the parts of the computer: keyboard, monitor, mouse, etc. ▪ Begin to use the computer to learn basic functions: up, down, enter, delete, etc ▪ Identify the use of calculator, use of the telephone, recording devices, etc. ▪ Understand the impacts of technology: information access, ways of learning
Grade 1	• Using Information Technology • Impacts of Information Technology	Curriculum: *Core Knowledge Sequence*, 2 or 3 computers in the classroom, and 10 computers in the library. *By the end of the school year, students will:* ▪ Know the parts of the computer: keyboard, monitor, mouse, etc. ▪ Use the computer to perform basic functions: type their name ▪ Use the computer for learning: utilizing educational software ▪ Begin to use the calculator and recording devices ▪ Understand the impacts of technology: information access, ways of learning ▪ Use computers to communicate: basic letters

Grade 2	• Using Information Technology • Impacts of Information Technology	Curriculum: *Core Knowledge Sequence*, 2 or 3 computers in the classroom, and 10 computers in the library. *By the end of the school year, students will:* ▪ Explore the use of appropriate technology (e.g., computers, basic four-function calculators, measuring cups, scales, and rulers – metric and U.S. Standard). ▪ Use technology and tools such as magnifiers, balances (scales), thermometers, and computers. ▪ Use technology as a tool and resource to obtain, process, and disseminate information ▪ Use the computer for word processing and e-mailing. ▪ Understand the positive and negative impacts of technology on society
Grade 3	• Using Information Technology • Impacts of Information Technology	Curriculum: *Core Knowledge Sequence*, 2 or 3 computers in the classroom, and 10 computers in the library. *By the end of the school year, students will:* ▪ Use technology as a tool and resource to obtain, process, research, and disseminate information ▪ Use the computer for word processing, develop simple spreadsheets,, retrieve information on the Internet, and e-mailing. ▪ Know the impacts and limitations of information systems ▪ Understand the positive and negative impacts of information systems on society
Grade 4	• Using Information Technology • Impacts of Information Technology	Curriculum: *Core Knowledge Sequence*, 2 or 3 computers in the classroom, and 10 computers in the library. *By the end of the school year, students will:* ▪ Use technology as a tool and resource to obtain, process, research, and disseminate information ▪ Use the computer for word processing, develop spreadsheets, create presentations, retrieve information on the Internet, and e-mailing. ▪ Know the impacts and limitations of technology ▪ Understand the effective and ethical use of technology ▪ Understand the positive and negative impacts of technology on society

Standard 3—Students will understand mathematics and become mathematically confident by communicating and reasoning mathematically, by applying mathematics in real-world settings, and by solving problems through the integrated study of number systems, geometry, algebra, data analysis, probability, and trigonometry.

Kindergarten	• Mathematical Reasoning • Number and Numeration • Operations • Modeling/Multiple Representation • Measurement • Uncertainty • Patterns/Functions	**Curriculum:** *Everyday Mathematics*, student journals <u>Operations, Number and Numeration:</u> *By the end of the school year, students will:* ▪ Use ordinal number names from first to tenth. ▪ Identify written numerals to ten. ▪ Explore numbers through 20. ▪ Use a number line to count forward and backward. ▪ Practice the skill of counting on from a particular number (e.g., starting from the number three and counting on by ones – 3,4,5,6,7). ▪ Given a group of objects, find one more or one less. ▪ Understand quantities represented by the numerals one to ten and that the last number counted in a set tells how many things are in a set. ▪ Understand that the cardinal number of a set remains the same no matter how the items are arranged. ▪ Using concrete materials, explore putting two sets of objects together to produce a new set whose sum is less than ten. ▪ Compare two groups to determine which is more, less or the same. ▪ Develop the idea that if two sets can be matched or put into one-to-one correspondence, then they are equivalent. ▪ Develop the concept of first, middle and last and before, after and between within a set of three objects. ▪ Explore benchmark fractions as they relate to daily life (e.g., dividing an apple in 1/2, dividing a cake into four equal parts). ▪ Explore bills and coins <u>Modeling/Multiple Representation and Measurement:</u> *By the end of the school year, students will:* ▪ Explore basic shapes in the environment such as a circular clock, a rectangular door and a square window. ▪ Introduce names of shapes, including 2-dimensional and 3-dimensional figures. ▪ Create geometric pictures and designs. ▪ Compare objects based on size and capacity. ▪ Use comparison language, such as: bigger than, lighter than, less than, equal to, takes more time, takes less time. ▪ Explore nonstandard units of measure (e.g., use string to measure the distance around objects).

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		▪ Begin estimating (guessing sizes). ▪ Respond to directions about location (e.g., above, below, between). ▪ Describe positions while building with blocks (e.g., top, middle, bottom, inside). <u>Patterns/Functions:</u> *By the end of the school year, students will:* ▪ Look for patterns in number charts, designs, nature, and literature. ▪ Observe, describe, and explore patterns using a variety of manipulative materials (e.g., colored blocks, pattern blocks, buttons, geometric shape). ▪ Explore creating patterns. ▪ Create patterns with hand clapping or foot stamping. ▪ Sort and classify objects according to a rule or generalization. <u>Uncertainty:</u> *By the end of the school year, students will:* ▪ Talk about data using words such as most, least, and the same. ▪ Participate in collecting, discussing and displaying data in a variety of ways (e.g., bar graphs, pictographs). ▪ Anticipate outcomes by guessing and estimating. ▪ Discuss certainty and uncertainty of events. ▪ Use colored spinners for decision making in games and for choosing activities <u>Mathematical Reasoning:</u> *By the end of the school year, students will:* ▪ Participate in math explorations and explain mathematical thinking. ▪ Use content specific language to describe, explain, and compare. ▪ Draw pictures to show mathematical situations. ▪ Talk about mathematics and problem solving in everyday life. ▪ Explore the use of mathematical tools and technology (e.g., computers, four-function calculators, balances). ▪ Maintain a math journal using pictures and symbols. ▪ Propose multiple paths to solve the same problem using manipulatives and drawings. ▪ Explain why the solution they offer is the best alternative.

Grade 1	• Mathematical Reasoning • Number and Numeration • Operations • Modeling/Multiple Representation • Measurement • Uncertainty • Patterns/Functions	**Curriculum:** *Everyday Mathematics*, student journals <u>Operations, Number and Numeration:</u> *By the end of the school year, students will:* ▪ Match words and symbols from zero to twenty. ▪ Explore ordinal numbers from first to thirty-first. ▪ Use words that describe order such as: first, last, before, after, between and middle. ▪ Explore numbers to 100. ▪ Identify number names orally through 100. ▪ Estimate quantities. ▪ Count forward and backward by ones, twos, fives, and tens using concrete materials, number lines and number charts. ▪ Learn about the meaning of each digit in a two-digit number (place value). ▪ Explore the concept of even and odd numbers using sets of concrete objects. ▪ Use the symbols < (less than), > (greater than), = (equal to), + (plus), and – (minus). ▪ Learn sums of ten using two numbers and three numbers (e.g., 7 + 3 = 10; 5 + 3 + 2 = 10). ▪ Understand the commutative property of addition. ▪ Add and subtract two-digit numbers without regrouping. ▪ Explore 1/2, 1/3, 1/4, 1/5, 1/8, 1/10 as part of a whole or part of a collection of things (e.g., 1/2 is one out of two, 1/3 is one out of three). ▪ Learn value of individual coins and begin to learn their equivalents (e.g., one nickel = five pennies). ▪ Recognize dollars and cents notations. ▪ Explore making change for amounts of money up to $1.00. ▪ Solve real-world problems in addition and subtraction. <u>Modeling/Multiple Representation and Measurement:</u> *By the end of the school year, students will:* ▪ Explore two- and three-dimensional shapes in everyday life: square, rectangle, triangle, circle, cube, prism, pyramid, and sphere. ▪ Examine bilateral symmetry by paper folding or mirror activities. ▪ Compare attributes of objects (e.g., size, shape, weight, texture). ▪ Explore the need for standard units of measure. ▪ Develop familiarity with length, weight, and capacity using standard and nonstandard units (e.g., inches, centimeters, grams, handfuls, body length) through concrete experiences. ▪ Compare the dimensions of various objects using terms such as: longer than, taller than, as long as. ▪ Compare the capacity of containers using materials such as sand and water. ▪ Use clocks and calendars to study time to the hour, days of the week, and months of the year. ▪ Explore temperature using Fahrenheit and Celsius thermometers.

		Patterns/Functions: *By the end of the school year, students will* ▪ Recognize, describe, create and extend geometric and number patterns. ▪ Sort and classify objects according to a rule or generalization. ▪ Explore more than one object belonging to one set (e.g., five fingers to one hand, two eyes to one face). Uncertainty: *By the end of the school year, students will* ▪ Collect, record, and compare data in a variety of ways (e.g., surveys, tables, tallies, pictures, and pictographs). ▪ Discuss data using appropriate terms (e.g., most/least, more than/less than). ▪ Construct bar graphs and pictographs to display real world data (e.g., What are our favorite colors?). ▪ Predict the likely outcome of repeated acts (e.g., coin toss). ▪ Explore combinations and arrangements by solving problems such as, "How many different pairs of numbers add up to ten?" Mathematical Reasoning: *By the end of the school year, students will:* ▪ Create and solve word problems. ▪ Select appropriate strategies for solving word problems (e.g., using objects or drawings). ▪ Convey mathematical thinking using content specific language to describe, explain, and compare. ▪ Talk about mathematics and problem solving in everyday life (e.g., attendance, time, weather). ▪ Explore the use of appropriate mathematical tools and technology (e.g., computers, basic four-function calculators, measuring cups, scales, rulers). ▪ Maintain a math journal using pictures and words. ▪ Propose multiple paths to solve the same problem using manipulatives, drawings, and words. ▪ Explain why the solution they offer is the best alternative.
Grade 2	• Mathematical Reasoning • Number and Numeration • Operations • Modeling/Multiple Representation	**Curriculum:** *Everyday Mathematics*, student journals Operations, Number and Numeration: *By the end of the school year, students will:* ▪ Identify number names orally through 100. ▪ Explore numbers through 1000. ▪ Use ordinal numbers from first to thirty-first and beyond. ▪ Use concrete materials such as base-ten blocks to represent numbers between ten and nine hundred ninety

	• Measurement • Uncertainty • Patterns/Functions	nine. ▪ Explore expanded notation for two- and three-digit numbers (e.g., 325 = 3 hundreds + 2 tens + 5 ones = 300 + 20 + 5). ▪ Use metric measures and money values to reinforce place value. ▪ Explore the role of zero in two- and three-digit numbers. ▪ Count forward up to 100 by twos, threes, fours, fives, and tens and backward by twos, fives, and tens, using concrete materials, number lines and number charts. ▪ Identify even and odd numbers. ▪ Explore the relationship between addition and subtraction. ▪ Know single-digit addition and subtraction facts. ▪ Estimate answers before solving problems and compare estimates with solutions. ▪ Develop addition strategies such as: doubles, doubles plus one, and fact families. ▪ Learn about the associative [e.g.,(3+4)+6=13 and 3+(4+6)=13] and commutative (e.g., 5+3=8 and 3+5=8) properties of addition. ▪ Add and subtract two-digit numbers with regrouping using concrete materials. ▪ Add and subtract three-digit numbers with no regrouping. ▪ Explore multiplication as repeated addition and division as repeated subtraction and as a process of sharing. ▪ Explore multiplication and division facts through 25. ▪ Recognize 1/2, 1/3, 1/4, 1/5, 1/8, 1/10 as part of a whole or part of a collection of things (e.g., 1/5 is one out of five objects, or 1/5 is one out of five parts). ▪ Recognize dollars and cents notation to ten dollars. ▪ Make change for amounts of money up to one dollar. ▪ Relate many-to-one in preparation for ratio. <u>Modeling/Multiple Representation and Measurement:</u> *By the end of the school year, students will:* ▪ Explore the properties of two- and three-dimensional shapes noting their similarities and differences. ▪ Explore symmetry and congruency. ▪ Draw symmetrical designs. ▪ Understand the need for standard units of measure. ▪ Develop familiarity with standard units of measure through concrete experiences (e.g., weigh objects using pounds, grams, and kilograms; measure liquids using cups, quarts, and liters; and measure length using inches, feet, yards, meters, and centimeters). ▪ Use a ruler to measure to the nearest centimeter, inch, or foot. ▪ Estimate familiar lengths, widths, and time intervals and check them against measurements. ▪ Compare sets of objects using the following terms: more than, bigger than, greater than, less than, the same size, equal to, before, after, and between. ▪ Use clocks and calendars to measure time in days of the week, half hours, quarter hours, and minutes. ▪ Measure temperature using Fahrenheit and Celsius thermometers.

Patterns/Functions:
By the end of the school year, students will:
Recognize, describe, extend, and create numeric and geometric patterns (e.g., counting by twos, fours, fives and tens).

- Explore patterns using number lines and number charts.
- Sort, classify, and order sets of objects according to a rule or generalization.
- Find the missing numbers in open sentences such as 17 + ____ = 20.
- Write open sentences.
- Investigate many to one correspondence such as ten pennies = one dime.

Uncertainty:
By the end of the school year, students will:
Collect, record, and compare data in a variety of ways (e.g., survey classmates about favorite foods).

- Arrange data in tables and display data using bar graphs, pictographs, and Venn diagrams.
- Make predictions, record data from experiments, and explain outcomes using spinners, coins, and color tiles.
- Discuss certainty or uncertainty of events based on data collected over a period of time.
- Understand that some events are more likely to happen than others.
- Show combinations and arrangements of groups of objects (e.g., How many different sets of three numbers will add up to twelve?).
- Perform experiments with three or more likely outcomes.
- Explore combinations and arrangements by solving problems such as: "How many different ways can you rearrange the letters in your name?"

Mathematical Reasoning:
By the end of the school year, students will:

- Use a variety of strategies to solve problems (e.g., using estimation, objects or drawings).
- Use appropriate operations to solve word problems.
- Discuss, justify, organize, and write about solutions to problems using content specific language to describe, explain, and compare.
- Explore the use of appropriate mathematical tools and technology (e.g., computers, basic four-function calculators, measuring cups, scales,

		and rulers – metric and U.S. Standard). ▪ Maintain a math journal. ▪ Propose multiple paths to solve the same problem using manipulatives and words. ▪ Explain why the solution they offer is the best alternative.
Grade 3	• Mathematical Reasoning • Number and Numeration • Operations • Modeling/Multiple Representation • Measurement • Uncertainty • Patterns/Functions	**Curriculum:** *Everyday Mathematics*, student journals <u>Operations, Number and Numeration:</u> *By the end of the school year, students will:* ▪ Use knowledge of place value to read and write numbers up to hundred thousands. ▪ Explore expanded notation for large numbers. ▪ Count forward and backward to 100 by twos, threes, fives and tens. ▪ Add and subtract whole numbers, with regrouping, with and without using calculators. ▪ Determine the reasonableness of results. ▪ Identify the sum/difference of two whole numbers as even or odd. ▪ Estimate numbers by rounding using number lines, thermometers, and/or yardsticks. ▪ Develop a variety of estimation skills and strategies. ▪ Explore multiplication and begin to learn multiplication facts. ▪ Explore the role of zero and one in multiplication. ▪ Explore division and division procedures without remainders and begin to learn division facts. ▪ Explore multiplication and division of two-digit numbers by one-digit numbers. ▪ Explore the relationship between multiplication and division. ▪ Learn about positive and negative numbers as they relate to the number line and measurement of temperature. ▪ Explore comparing fractions (e.g., 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, 1/12) using <, > and = symbols. ▪ Use the terms numerator and denominator. ▪ Add and subtract fractions with like denominators. ▪ Understand the relationship between fractions and decimals (e.g., 1/4 = .25, 1/10 = 0.1). ▪ Relate fractions and decimals to the monetary system and metric measure. ▪ Add and subtract decimals with one place (tenths). <u>Modeling/Multiple Representation and Measurement:</u> *By the end of the school year, students will:* ▪ Investigate and classify properties of two- and three-dimensional shapes such as squares, rectangles, triangles, circles, cubes, prisms, cylinders, and pyramids noting similarities and differences (e.g., similar and congruent figures).

- Use physical materials, pictures, and diagrams to explain mathematical ideas and to demonstrate geometric concepts (e.g., line segment, parallel, perpendicular, intersecting).
- Investigate symmetry (reflections).
- Explore three-dimensional shapes to begin to understand volume (filling space within an object).
- Through concrete experiences, estimate and measure length, width, perimeter, and area of objects using metric and customary (U.S. Standard) tools.
- Choose appropriate measuring tools for standard or nonstandard measurements.
- Identify equivalent measures within a system (e.g., 12 inches = 1 foot and 100 centimeters = 1 meter).
- Relate the clock to fractions of a circle (1/2 is equivalent to 30 minutes, 1/4 is equivalent to 15 minutes).
- Use clocks and calendars to study time to five- and one-minute intervals.
- Estimate benchmark temperatures in Celsius and Fahrenheit (e.g., room temperature, body temperature, freezing point, boiling point).
- Locate points on a coordinate grid or map.

<u>Patterns/Functions:</u>

By the end of the school year, students will:

- Recognize, describe, extend, and create numeric patterns and patterns with geometric shapes.
- Explore patterns in odd and even numbers.
- Use manipulative materials to model skip counting patterns related to multiplication.
- Represent and analyze patterns and functions using tables (e.g., input/output boxes).
- Find missing numbers in open sentences (e.g., 2 x ____ = 6).
- Use manipulative materials to model the associative [e.g., (3+4)+6=13 and 3+(4+6)=13] and commutative (e.g., 5+3=8 and 3+5=8) properties of addition and multiplication.

<u>Uncertainty:</u>

By the end of the school year, students will:

- Organize data using tables, graphs and Venn diagrams.
- Interpret and identify the parts of a bar graph (e.g., title, vertical and horizontal axes, bars, labels).
- Read and interpret a line plot.
- Discuss graphs found in everyday publications.
- Explore range, median, mode and mean using concrete materials.
- Recognize events that are certain and those that have no chance of occurring.
- Predict the outcome of an experiment and compare the result to the prediction.
- Understand and use fractional notation to show the probability of the outcome of an experiment (e.g., one-

		out of three chances of making a specific selection is the same as the fraction 1/3). ▪ Explain why a game is fair or unfair. ▪ Develop orderly ways to determine the number of possible arrangements and combinations. <u>Mathematical Reasoning:</u> *By the end of the school year, students will:* ▪ Understand word problems, identifying pertinent, extraneous, and missing information. ▪ Use a variety of strategies to solve and represent problems/solution (e.g., logical thinking, estimation, number sense, pictures, diagrams, and charts). ▪ Work individually and collaboratively to discuss, justify, organize, and write about solutions to problems using content specific mathematical language. ▪ Recognize the use of mathematics in other subject areas such as science, social studies, and music. ▪ Explore the use of appropriate mathematical tools and technology (e.g., computers, basic four-function or fraction calculators, measuring cups, scales, and rulers – metric and U.S. Standard, thermometers, and tape measures). ▪ Maintain a math journal. ▪ Propose multiple paths to solve the same problem using well-structured sentences. ▪ Explain why the solution they offer is the best alternative.
Grade 4	• Mathematical Reasoning • Number and Numeration • Operations • Modeling/Multiple Representation • Measurement • Uncertainty • Patterns/Functions	**Curriculum:** *Everyday Mathematics*, student journals <u>Operations, Number and Numeration:</u> *By the end of the school year, students will:* ▪ Use knowledge of place value to read and write numbers up to hundred millions. ▪ Extend place value to hundredths. ▪ Develop a variety of estimation skills and strategies. ▪ Add and subtract whole numbers, with regrouping, with and without calculators. ▪ Multiply and divide whole numbers, with and without calculators. ▪ Know multiplication and division facts through one hundred forty four. ▪ Multiply three-digit numbers by two-digit numbers. ▪ Multiply by multiples of ten. ▪ Divide three-digit dividends by one- and two-digit divisors. ▪ Learn about the associative [e.g., 3 x (4 x 5)=60 and (3 x 4) x 5=60] and commutative (e.g., 6 x 7=42 and 7 x 6=42) properties of multiplication. ▪ Use distributive and inverse properties.

- Learn about primes, factors, multiples, and square numbers.
- Explore division and division procedures with remainders.
- Add and subtract mixed numbers and fractions with like denominators and begin to explore adding and subtracting fractions with unlike denominators.
- Demonstrate rounding and estimating skills.
- Compare and order unit fractions (e.g., 1/2, 1/3, 1/4, 1/5, 1/6, 1/8, 1/10, 1/12), using <, >, and = symbols.
- Compare decimals (e.g., 0.10, 0.20, 0.25, 0.75) using <, >, and = symbols.
- Compare and identify equivalent fractions (e.g., 2/4 = 1/2).
- Identify use of fractions and decimals in daily life (e.g., .75 = $ .75 = 3/4 of a dollar).
- Add and subtract decimals with two places (hundredths).
- Learn about percents as part of one hundred (e.g., twenty-five out of one hundred is the same as 25%).
- Compare relationships between fractions, decimals, and percents as they relate to daily life (e.g., Ten students were asked to name their favorite sport. 1/2 chose soccer = 0.5 chose soccer = 50% chose soccer).
- Use number lines and coordinates with positive and negative numbers.

<u>Modeling/Multiple Representation and Measurement:</u>
By the end of the school year, students will:

- Identify and classify properties of two- and three-dimensional shapes including vertices, line segments, edges, angles, parallel, perpendicular, congruency, and lines of symmetry.
- Explore the properties of circles, including diameter, radius and circumference.
- Estimate the circumference of a circle by measuring with string.
- Use formulas to find perimeter and area of geometric shapes.
- Explore the use of formulas to find the area and volume.
- Estimate the area of a circle by counting units in a grid.
- Select units of measure (pounds, inches, minutes, and degrees) for estimating and determining quantities such as weight, area, time, and temperature.
- Compare equivalent measures within the metric system.
- Estimate, measure, and represent length, width, perimeter, and area of objects in the real world.
- Read and draw simple maps using coordinates.
- Use rulers, protractors, and compasses to construct circles, squares, etc.

Patterns/Functions:
By the end of the school year, students will:

- Recognize, describe, extend, and create numeric and geometric patterns.
- Describe number sequences.
- Represent and analyze patterns and functions using tables (e.g., input/output boxes, function tables).
- Begin to develop the concept of a variable.
- Use letters, boxes, or other symbols to stand for any number or object.
- Find missing number in an open sentence (e.g., 7 x ___ = 56).
- Use open multiplication and division sentences in situations of equality and inequality.
- Use counters to explore number patterns such as triangular numbers and square numbers

Uncertainty:
By the end of the school year, students will:

- Collect data to answer a question or test a hypothesis.
- Construct, read, and interpret pictographs, bar graphs, and line plots.
- Read and interpret a line graph.
- Draw conclusions and make predictions from graphs.
- Find range, median, mode, and mean using a collection of data.
- Explore real-world polls such as TV ratings and opinion polls in order to understand random sampling.
- Conduct and predict outcomes of various experiments, using unequally as well as equally likely outcomes.
- Predict results and find out why some results are more likely than others, less likely than others or equally as likely as others.
- Determine probabilities of simple events in real-world situations.
- Display orderly ways to determine the number of possible arrangements and combinations using models, pictures, lists, and tree diagrams.

Mathematical Reasoning:
By the end of the school year, students will:

- Understand word problems, identifying pertinent, extraneous, and missing information.
- Use a variety of strategies to solve and represent problems/solutions (e.g., logical thinking, estimation,

		number sense, pictures, diagrams, and charts). ▪ Work individually and collaboratively to discuss, justify, organize, and write about solutions to problems using content specific mathematical language. ▪ Explain how solutions to problems can be applied to other school subjects and in real-world situations. ▪ Explore the use of appropriate mathematical tools and technology (e.g., computers, basic four-function or fraction calculators, measuring cups, scales, and rulers – metric and U.S. Standard, thermometers, tape measures, and protractors). ▪ Maintain a math journal. ▪ Propose multiple paths to solve the same problem using well-developed paragraphs. ▪ Explain why the solution they offer is the best alternative.
Standard 4—Students will understand and apply scientific concepts, principles, and themes pertaining to the physical setting and living environment and recognize the historical development of ideas in science.		
Kindergarten	**Physical Setting** • Earth & celestial phenomena • Interactions among air, water, land • Properties of matter • Energy & matter interactions	**Physical Setting::** Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* • Observe, investigate, describe, and classify objects based on their physical properties, including how they look, feel, taste, smell, or sound. • Observe and describe the position, direction, and motion of objects such as top of, next to, over, under, slide, and roll. • Examine and describe Earth materials such as water, rocks, soils, and sands. • Begin to observe, describe and record objects in the day and night skies such as the Sun, Moon, and stars. • Begin to observe, describe, and record daily and seasonal changes in weather.

	Living Environment • Living things/non-living things (similarities & differences) • Inherited genetic information • Organisms/species change over time • Continuity of life reproduction • Organisms & dynamic equilibrium • Dependence of plants & animals on each other & environment • Impact of human activities on environment	**Living Environment:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* • Begin to observe and describe characteristics of plants and animals, and distinguish between living and nonliving things. • Begin to observe and describe how specific animal and plant parts enable the plant or animal to survive (structure and function). • Recognize parts of plants, plants with flowers and seeds • Categorize Animals: animals that fly; animals that swim; animals that walk; animal babies • Know what living things get from Earth • Understand taking care of Earth (pollution; conservation).
Grade 1	**Physical Setting** • Earth & celestial phenomena • Interactions among air, water, land • Properties of matter • Energy & matter	**Physical Setting:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Observe, investigate, describe, and classify objects based on their physical properties, including whether they are solids, liquids, or gases (state of matter). ▪ Observe changes in matter: solids in mixtures; solids and liquids in water; heat changes matter. ▪ Observe and describe the position, direction, and motion of objects, such as on top of, next to, over, under, slide, and roll. ▪ Begin to understand that the material(s) of which an object is made determines some of its properties,

	interactions **Living Environment** • Living things/non-living things (similarities & differences) • Inherited genetic information • Organisms/species change over time • Continuity of life reproduction • Organisms & dynamic equilibrium • Dependence of plants & animals on each other & environment • Impact of human activities on environment	such as the floating or sinking of wood blocks. ▪ Examine, describe, investigate, and measure Earth materials including water, rocks, soils, and sands. ▪ Observe, describe, and record objects in the day and night skies such as the Sun, Moon, and stars. ▪ Observe, describe, measure, and record daily and seasonal changes in weather. **Living Environment:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Begin to understand that plants and animals need air, water, and food in order to live and thrive. ▪ Observe, describe, classify, and compare plants and animals in terms of how their specific parts help them to survive (structure and function), remain safe and meet their needs. ▪ Observe and discuss the changes that occur over time when seeds germinate and when plants and animals mature. ▪ Identify ways in which humans have changed their environment and the effects of those changes and caring for Earth's resources.
Grade 2	**Physical Setting** • Earth & celestial phenomena • Interactions among air, water, land • Properties of matter	**Physical Setting:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Observe, investigate, describe and classify materials based on their physical properties, including their physical changes, such as the way water can change from liquid to gas or solid (change of state). ▪ Begin to investigate variables, such as shape, material, and mass, and how they may affect an object's properties, such as how objects made of iron are attracted to a magnet.

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	• Energy • Energy & matter interactions	▪ Begin to investigate how various forms of energy and different forces interact with objects, such as the effect of friction on a moving toy car. ▪ Examine, describe, investigate, and measure Earth materials including water, rocks, soils, and sands. ▪ Observe and describe relationships in the Solar System, such as the relationship between the Sun and the Earth that causes day and night. ▪ Observe, describe, measure and record daily, seasonal, and cyclical changes in weather. ▪ Identify changes in the Earth through rock formations, finding and putting clues together ▪ Discuss Matter and Energy: heat, light, and sound ▪ Describe forces and machines: pushes and pulls, forces and changes, levers and ramps
	Living Environment • Living things/non-living things (similarities & differences) • Inherited genetic information • Organisms/species change over time • Continuity of life reproduction • Organisms & dynamic equilibrium • Dependence of plants & animals on each other & environment	**<u>Living Environment:</u>**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Understand that plants and animals need air, water, and food in order to live and thrive. ▪ Investigate life cycles and the growth and development of plants and animals. ▪ Observe and explain how adaptations help plants and animals survive in their differing environments (A fish uses gills to breathe in water.). ▪ Begin to explain how plants and animals depend upon each other, and how their characteristics help them survive in their differing environments (adaptations and interdependence). ▪ Describe some survival behaviors of common living specimens. ▪ Begin to understand land habitats: where plants and animals live; life in a woodland forest; life in a rain forest; life in a desert; life in the Arctic. ▪ Begin to understand water habitats: life in a fresh water habitat, life in a salt water habitat; caring for Earth's habitats. ▪ Describe the factors that help promote good health and growth in humans.

Grade 3	**Physical Setting** • Earth & celestial phenomena • Interactions among air, water, land • Properties of matter • Energy • Energy & matter interactions	**Physical Setting:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Observe, investigate, describe, and classify materials based on their physical properties, including physical changes, such as the changes in water when the temperature rises and falls (change of state). ▪ Observe, investigate, and describe examples of the interaction of matter and energy, such as dark colored clothing becoming warmer by absorbing the sun's energy. ▪ Observe, investigate, and describe variables, including shape, material, and mass, and how they may affect an object's properties, such as the ability to float. ▪ Begin to understand how different forms of energy and a variety of forces affect the motion of objects, such as the effect of gravity on a thrown ball, motion and speed. ▪ Examine, describe, investigate and measure Earth's Resources: minerals and rocks; kinds of soil; fossils and fuels; water in sea, land and sky; saving our resources. ▪ Begin to explore how the Earth, the Moon and other objects in the sky move in regular and predictable patterns. ▪ Observe and understand the relationships between the Sun and the Earth that lead to things such as sunrise and sunset, and changes in shadows. ▪ Observe, measure, and record daily, seasonal, and cyclical changes in the environment, such as those caused by weather. ▪ Understand how heat travels; how light travels; properties of sound; paths for electricity.
	Living Environment • Living things/non-living things (similarities & differences) • Inherited genetic information • Organisms/species change over time • Continuity of life reproduction • Organisms & dynamic	**Living Environment:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Investigate life cycles and the growth and development of plants and animals, such as by raising a colony of mealworms. ▪ Understand how various factors can affect the life spans and life cycles of organisms. ▪ Observe and explain how plants and animals depend upon each other, and how their characteristics help them survive in their differing environments (adaptations and interdependence). ▪ Describe relationships among living things: ecosystems; food chains and food webs; roles for plants and animals. ▪ Understand Ecosystems in Balance: competition among living things; adaptations for survival; changing ecosystems. ▪ Describe Earth in Space: how Earth moves; phases of the moon; the sun and its planets.

	equilibrium • Dependence of plants & animals on each other & environment • Impact of human activities on environment	
Grade 4	**Physical Setting** • Earth & celestial phenomena • Interactions among air, water, land • Properties of matter • Energy • Energy & matter interactions	**Physical Setting::** Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Observe, investigate, describe, and classify materials based on their physical properties, including physical changes, such as the changes in water when heat is added or taken away (change of state). ▪ Observe, investigate, and describe light, heat, electrical, sound, chemical, and mechanical energy; how they are transferred and transformed; and what happens when objects interact with them, such as a piano producing sound. ▪ Observe, investigate, and describe variables, such as shape, material, and mass, and how they may affect an object's properties, such as how a metal wire can conduct electricity. ▪ Understand how different forms of energy and a variety of forces including friction and gravity affect the motion of objects, such as how an inclined plane's surface affects the motion of a sliding block. ▪ Examine, describe, investigate, and measure the effects of erosion and other natural events such as volcanoes and earthquakes on Earth's land masses, atmosphere, and bodies of water. ▪ Understand the natural cycles of Earth's land, water, and atmosphere, such as the rock cycle ▪ Understand how the regular and predictable patterns of the Earth, the Moon, and other objects in the sky explain phenomena such as eclipses. ▪ Observe, measure, and record daily, seasonal, and cyclical changes in the environment, such as Moon phases. ▪ Begin to understand how human decisions can have an impact on Earth materials, such as how the use of fertilizer can affect soil and water resources. ▪ Understand Earth's Surface and Interior: shaping Earth's surface; the story of soil; inside Earth. ▪ Know Earth's Water: three states of water; motions in the oceans; the flow of water; the necessity of water.

	Living Environment • Living things/non-living things (similarities & differences) • Inherited genetic information • Organisms/species change over time • Continuity of life reproduction • Organisms & dynamic equilibrium • Dependence of plants & animals on each other & environment • Impact of human activities on environment	**Living Environment:**: Curriculum: *McGraw-Hill Science* (2002 Edition), *Foss, Delta, Core Knowledge Sequence*, authentic trade books, classroom library *By the end of the school year, students will:* ▪ Understand how various factors can affect the life spans and life cycles of various organisms such as the effect of acid rain on plants. ▪ Describe how organisms and the environment are dependent on one another. ▪ Observe and explain how adaptation, interdependence, and environmental change give a survival advantage to certain organisms, for example, dark moths becoming more prevalent when soot has darkened the trees. ▪ Begin to understand that ecosystems are made up of populations of producers (plants), consumers (animals such as rabbits and lions), and decomposers (organisms such as worms that recycle decaying plants and animals). ▪ Begin to understand the impact humans have on ecosystems such as how planting a non-native species of tree can lead to the loss of native species. ▪ Begin to understand cells to ecosystems: the cells in living things; classifying organisms; organisms of the past; organisms and where they live; changes in ecosystems. ▪ Distinguish animals with and without backbones ▪ Begin to understand life processes: organ systems; development and reproduction; animal survival.
Standard 5—Students will apply technological knowledge and skills to design, construct, use, and evaluate products and systems to satisfy human and environmental needs.		
Kindergarten	▪ Engineering Design • Tools, resources & technological processes • Computer technology • Technological systems • History & evolution of	Curriculum: *McGraw-Hill Science (2002 Edition), Foss, Delta, Core Knowledge Sequence* (social studies & science), authentic trade books, classroom library *By the end of the school year, students will:* ▪ Describe that a model is different from a real object but can be used to learn something about the real thing ▪ Demonstrate and explain that tools are used to observe and measure when collecting information (e.g. using body parts and classroom objects) ▪ Construct things with simple tools and a variety of materials.

	technology • Management of technology	▪ Modify things that they created ▪ Explain that people (alone or in groups) are always inventing new ways to solve problems ▪ Demonstrate that everyone can do science and invent things. ▪ Explain how people from different cultures and times have made important discoveries in science
Grade 1	▪ Engineering Design • Tools, resources & technological processes • Computer technology • Technological systems • History & evolution of technology • Management of technology	Curriculum: *McGraw-Hill Science (2002 Edition), Foss, Delta, Core Knowledge Sequence* (social studies & science), authentic trade books, classroom library *By the end of the grade, students will:* • Demonstrate and explain that tools (i.e., non-metric, non-standard) are used to observe and measure when collecting information • Design, plan, and construct things with simple tools and a variety of materials. • Modify designs and products as needed based upon use and error. • Explain that people (alone or in groups) are always inventing new ways to solve problems and get work done and that the tools and ways of doing things that people have invented affect various aspects of life. • Explain that individuals who investigate the world around us can answer scientific questions.
Grade 2	▪ Engineering Design • Tools, resources & technological processes • Computer technology • Technological systems • History & evolution of technology • Management of technology	Curriculum: *McGraw-Hill Science (2002 Edition), Foss, Delta, Core Knowledge Sequence* (social studies & science), authentic trade books, classroom library *By the end of the grade, students will::* • Use knowledge of science and available scientific equipment to devise a plan to solve a practical problem • Design, plan, construct, and modify things with simple tools and a variety of materials. • Modify designs and products as needed based upon use and error. • Explain that people (alone or in groups) are always inventing new ways to solve problems and get work done and that the tools and ways of doing things that people have invented affect various aspects of life. • Explain that individuals who investigate the world around us can answer scientific questions. Design, plan, and construct things in response to a particular need or problem (e.g., instruments, machines, structures, and systems). • Explain how people from different cultures and times have made important contributions to the advancement of science, mathematics, and technology in different cultures at different times. • Explain that scientists are employed in various fields that are located in diverse places ranging from laboratories to natural field settings and their findings become available to everyone in the world.

Grade 3	▪ Engineering Design • Tools, resources & technological processes • Computer technology • Technological systems • History & evolution of technology • Management of technology	Curriculum: *McGraw-Hill Science (2002 Edition), Foss, Delta, Core Knowledge Sequence* (social studies & science), authentic trade books, classroom library *By the end of the grade, students will::* • Understand that scientific concepts can be applied to a new situation. • Understand that scientific concepts can be used to make decisions • Use knowledge of science and available scientific equipment to devise a plan to solve a practical problem • Design, plan, construct, and modify things with complex tools and a variety of materials. • Evaluate and modify designs and products as needed based upon use and error. • Explain that people (alone or in groups) are always inventing new ways to solve problems and get work done and that the tools and ways of doing things that people have invented affect various aspects of life. • Explain that individuals who investigate the world around us can answer scientific questions. Design, plan, and construct things in response to a particular need or problem (e.g., instruments, machines, structures, and systems). • Evaluate and modify designs and products, when demonstrating that a solution to one problem can result in other problems and taking into account various constraints (e.g., gravity, property of materials, economic, political, social, ethical, and aesthetic issues). • Explain how people from different cultures and times have made important contributions to the advancement of science, mathematics, and technology in different cultures at different times. • Explain that scientists are employed in various fields that are located in diverse places ranging from laboratories to natural field settings and their findings become available to everyone in the world.
Grade 4	▪ Engineering Design • Tools, resources & technological processes • Computer technology • Technological systems • History & evolution of technology • Management of technology	Curriculum: *McGraw-Hill Science (2002 Edition), Foss, Delta, Core Knowledge Sequence* (social studies & science), authentic trade books, classroom library *Students will be able to:* • Apply scientific concepts to understand a new situation. • Apply scientific concepts to make decisions • Use knowledge of science and available scientific equipment to devise a plan to solve a practical problem • Describe that a model is different from a real object but can be used to learn something about the real thing • Demonstrate and explain that tools (i.e., non-metric, non-standard) are used to observe and measure when collecting information • Design, plan, and construct things with simple tools and a variety of materials. • Evaluate and modify designs and products as needed based upon use and error. • Explain that people (alone or in groups) are always inventing new ways to solve problems and get work done and that the tools and ways of doing things that people have invented affect various aspects of life.

		• Demonstrate that everyone can do science and invent things. • Explain that individuals who investigate the world around us can answer scientific questions. Design, plan, and construct things in response to a particular need or problem (e.g., instruments, machines, structures, and systems). • Evaluate and modify designs and products, when demonstrating that a solution to one problem can result in other problems and taking into account various constraints (e.g., gravity, property of materials, economic, political, social, ethical, and aesthetic issues). • Explain how people from different cultures and times have made important contributions to the advancement of science, mathematics, and technology in different cultures at different times. • Explain that scientists are employed in various fields that are located in diverse places ranging from laboratories to natural field settings and their findings become available to everyone in the world.
Standard 6—Students will understand the relationships and common themes that connect mathematics, science, and technology and apply the themes to these and other areas of learning.		
Kindergarten	Systems Thinking • Models • Magnitude & scale • Equilibrium & stability • Patterns of change • Optimization	Curriculum: *McGraw-Hill Science (2002 Edition), Everyday Math, Foss, Delta, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will:* • Be exposed to parts of a system. • Recognize that models are simplified representations of objects, structures, or systems. • See patterns of change for making predictions about future behavior and conditions.
Grade 1	Systems Thinking • Models • Magnitude & scale • Equilibrium & stability • Patterns of change • Optimization	Curriculum: *McGraw-Hill Science (2002 Edition), Everyday Math, Foss, Delta, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to:* ▪ Recognize parts of a system. ▪ Recognize that models are simplified representations of objects, structures, or systems. ▪ Recognize that equilibrium is a state of stability due either to a lack of changes (static equilibrium) or a balance between opposing forces (dynamic equilibrium). ▪ Identify patterns of change for making predictions about future behavior and conditions. ▪ Recognize that in order to arrive at the best solution that meets criteria within constraints, it is often necessary to make trade-offs.

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Grade 2	Systems Thinking • Models • Magnitude & scale • Equilibrium & stability • Patterns of change • Optimization	Curriculum: *McGraw-Hill Science (2002 Edition), Everyday Math, Foss, Delta, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to:* ▪ Recognize parts of a system. ▪ Recognize how parts of a system interrelate and combine to perform specific functions ▪ Recognize that models are simplified representations of objects, structures, or systems. ▪ Recognize that models are used in analysis, explanation, interpretation, or design. ▪ Group the magnitudes of size, time, frequency, pressures and other units of measurement into a series of relative order. ▪ Recognize that changes in scale affect the behavior and design of systems. ▪ Recognize that equilibrium is a state of stability due either to a lack of changes (static equilibrium) or a balance between opposing forces (dynamic equilibrium). ▪ Identify patterns of change for making predictions about future behavior and conditions. ▪ Recognize that in order to arrive at the best solution that meets criteria within constraints, it is often necessary to make trade-offs.
Grade 3	Systems Thinking • Models • Magnitude & scale • Equilibrium & stability • Patterns of change • Optimization	Curriculum: *McGraw-Hill Science (2002 Edition), Everyday Math, Foss, Delta, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to:* ▪ Identify that commonalities exist among all systems. ▪ Identify parts of a system. ▪ Identify how parts of a system interrelate and combine to perform specific functions. ▪ Recognize that models are simplified representations of objects, structures, or systems. ▪ Recognize that models are used in analysis, explanation, interpretation, or design. ▪ Group the magnitudes of size, time, frequency, pressures and other units of measurement into a series of relative order. ▪ Recognize that changes in scale affect the behavior and design of systems. ▪ Recognize that equilibrium is a state of stability due either to a lack of changes (static equilibrium) or a balance between opposing forces (dynamic equilibrium). ▪ Identify patterns of change for making predictions about future behavior and conditions. ▪ Recognize that in order to arrive at the best solution that meets criteria within constraints, it is often necessary to make trade-offs.
Grade 4	Systems Thinking • Models • Magnitude & scale	Curriculum: *McGraw-Hill Science (2002 Edition), Everyday Math, Foss, Delta, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to:*

	• Equilibrium & stability • Patterns of change • Optimization	• Understand that commonalities exist among all systems. • Understand parts of a system. • Understand how parts of a system interrelate and combine to perform specific functions. • Understand that models are simplified representations of objects, structures, or systems. • Understand that models are used in analysis, explanation, interpretation, or design. • Group the magnitudes of size, time, frequency, pressures and other units of measurement into a series of relative order. • Understand that changes in scale affect the behavior and design of systems. • Understand that equilibrium is a state of stability due either to a lack of changes (static equilibrium) or a balance between opposing forces (dynamic equilibrium). • Identify patterns of change for making predictions about future behavior and conditions. • Understand that in order to arrive at the best solution that meets criteria within constraints, it is often necessary to make trade-offs.
Standard 7—Students will apply the knowledge and thinking skills of mathematics, science and technology to address real-life problems and make informed decisions.		
Kindergarten	▪ Using math, science & technology together to solve problems • Using specific skills & strategies to solve interdisciplinary (MST) problems	Curriculum: *McGraw-Hill Science (2002 Edition) Everyday Math, Foss, Delta, Everyday Mathematic, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to*: • Recognize effective work habits • Recognize the process of gathering information • Recognize the process of generating ideas • Recognize the common themes of mathematics, science, & technology; and presenting results.
Grade 1	▪ Using math, science & technology together to solve problems • Using specific skills & strategies to solve interdisciplinary	Curriculum: *McGraw-Hill Science (2002 Edition) Everyday Math, Foss, Delta, Everyday Mathematic, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to*: • Apply the skills of mathematics, science, and technology to make informed decisions and solve problems relating to issues of scientific/technology/society. • Recognize that solving interdisciplinary problems involves a variety of skills and strategies. • Recognize effective work habits • Recognize the process of gathering and processing information

	(MST) problems	• Recognize the process of generating and analyzing ideas and realizing ideas. • Recognize the common themes of mathematics, science, & technology; and presenting results.
Grade 2	▪ Using math, science & technology together to solve problems • Using specific skills & strategies to solve interdisciplinary (MST) problems	Curriculum: *McGraw-Hill Science (2002 Edition) Everyday Math, Foss, Delta, Everyday Mathematic, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to*: • Apply the skills of mathematics, science, and technology to make informed decisions and solve problems relating to issues of scientific/technology/society. • Apply consumer decision making, design, and inquiry into phenomena. • Recognize that solving interdisciplinary problems involves a variety of skills and strategies. • Recognize effective work habits • Recognize the process of gathering and processing information • Recognize the process of generating and analyzing ideas and realizing ideas. • Recognize the common themes of mathematics, science, & technology; and presenting results.
Grade 3	▪ Using math, science & technology together to solve problems • Using specific skills & strategies to solve interdisciplinary (MST) problems	Curriculum: *McGraw-Hill Science (2002 Edition) Everyday Math, Foss, Delta, Everyday Mathematic, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to*: • Apply the skills of mathematics, science, and technology to make informed decisions and solve problems relating to issues of scientific/technology/society. • Apply consumer decision-making, design, and inquiry into phenomena. • Recognize that solving interdisciplinary problems involves a variety of skills and strategies. • Apply effective work habits • Know the process of gathering and processing information • Recognize the process of generating and analyzing ideas and realizing ideas. • Recognize the common themes of mathematics, science, & technology; and presenting results.
Grade 4	▪ Using math, science & technology together to solve problems • Using specific skills & strategies to solve interdisciplinary	Curriculum: *McGraw-Hill Science (2002 Edition) Everyday Math, Foss, Delta, Everyday Mathematic, Core Knowledge Sequence* (science), authentic trade books, classroom library *Students will be able to*: • Apply the skills of mathematics, science, and technology to make informed decisions and solve problems relating to issues of scientific/technology/society. • Apply consumer decision-making, design, and inquiry into phenomena. • Understand that solving interdisciplinary problems involves a variety of skills and strategies. • Apply effective work habits

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	(MST) problems	• Know the process of gathering and processing information • Know the process of generating and analyzing ideas and realizing ideas. • Know the common themes of mathematics, science, & technology; and presenting results.

SOCIAL STUDIES

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Students will use a variety of intellectual skills to demonstrate their understanding of major ideas, eras, themes, developments, and turning points in the history of the United States and New York.		
Kindergarten	United States and New York History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will know:* ▪ Each person is unique and important, with his/her own needs, wants, talents, likes and dislikes. ▪ People grow and change over time, as do many places and things. ▪ People may have different ideas, beliefs and traditions ▪ Most people live in families. Families are alike and different ▪ Different people live in my community. ▪ People and families have needs and wants ▪ How to speak about themselves, including gender, ethnicity, talents, and abilities. ▪ How to represent through art their family or other family-like groups to show how families are alike and different. ▪ Celebrations of national holidays and traditions.
Grade 1	United States and New York History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Know families exist in all communities. ▪ Know families may differ in beliefs, customs, and traditions. ▪ Know families have roles and responsibilities; families are interdependent.

	interdependence	▪ Know biographies, legends, oral histories and folktales about family histories. ▪ Know customs are learned from others in the family. ▪ Understand that different events, people, problems and ideas make up their community's history. ▪ Understand folklore and other cultural contributions have helped shape their community. ▪ Listen to folktales, legends, music, biographies, and oral histories to illustrate how families lived in their community at different times. ▪ Recognize events and people that have contributed to their community's history. ▪ Identify individuals who have made a contribution to American society. ▪ Illustrate various cultural traditions through paintings, drawings, or costumes. ▪ Interview a family member to learn about the family's history. ▪ Understand that ancestors of Americans came from places such as Europe, Asia, and Africa. ▪ Recognize that ancestors of many African Americans came to America as slaves. ▪ Understand that people from other countries are still coming to the United States today. ▪ Realize that both people and countries have a past. ▪ Recall aspects of one's own past. ▪ Investigate ways to learn about our country's history. ▪ Recognize Native Americans as the first Americans. ▪ Identify the Native Americans who welcomed Columbus to America. ▪ Recognize that Columbus's journey opened they way for others to travel to the Americas. ▪ Learn who the early settlers were.
Grade 2	United States and New York History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Through literature and discussion, demonstrate an understanding of the people, traditions, practices, and ideas that make up urban and rural communities in the United States and New York. ▪ Identify how roles and responsibilities of families change over time in urban and rural communities in the United States and New York.

		▪ Maintain a journal of visits to places in their own local community. ▪ Compare places in a Mexican community with those in a U.S. community. ▪ Understand that communications enable people between countries to stay in contact with each other. ▪ Identify Native Americans as the first people to live in America and analyze their culture. ▪ Identify St. Augustine as the oldest surviving European Colony in America. ▪ Identify holidays celebrated by American of various ethnic, cultural, or racial groups. ▪ Compare and contrast these holidays. ▪ Analyze the historical significance of these celebrations. ▪ Identify Native Americans as the first people to live in America and analyze their culture. ▪ Recognize Jamestown and Plymouth as two of the earliest English colonies in America. ▪ Analyze why the 13 colonies wanted their freedom from England. ▪ Identify George Washington as a leader of the American Army and the first President of our country. ▪ Understand that not all people who lived in the U.S. from colonial times to the middle 1800s were free.
Grade 3	United States and New York History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Identify documents as original sources • Utilize original source documents (e.g. Declaration of Independence and Bill of Rights) to respond to document based questions. • Understand how a community's past can live on in the present. • Understand why it is important to study the past. • Read a time line to understand the order of historical events. • Appreciate the contributions of different cultural groups to the U.S. • Appreciate African American contributions to the United States. • Discuss the American Revolution and the Declaration of Independence. • Understand why the immigrants came to the U.S. in the early 1900's. • Discuss immigration to the United States today.

		• Evaluate Philadelphia's place in U.S. history. • Describe Benjamin Franklin's contributions to his community and country. • Understand the role of George Washington in U.S. history. • Compare & contrast Washington, D.C., in the past and present. • Recognize that the significance and the historical value of special buildings from our past. • Identify some famous Americans. • Understand the role of Martin Luther King, Jr., in U.S. history.
Grade 4	United States and New York History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Learn about Native Americans of New York City and State, including the culture and lifestyles of the Iroquois and Algonquias, their adaptation to environment and geography, and accomplishments and contributions • Understand: ▪ Major explorers of New York State; impact of exploration the European encounter: The peoples of Europe, the Americas and Africa meet in the Americas ▪ Slave trade and slavery in the colonies ▪ Interaction between native peoples and European settlers • Know the Colonial and Revolutionary Periods ▪ Lifestyles in colonial New York City and State ▪ Different types of daily activities ▪ Cultural contributions that helped shape our community and state ▪ Causes for revolution: social, political and economic • Know the Revolutionary War in New York City and State ▪ Importance of New York City's and New York State's location and geography ▪ Different perspectives on the war ▪ War strategy: local battles ▪ Effects of the Revolutionary War • Know the New Nation ▪ Foundations for a new government, (e.g., the Declaration of

		Independence and Bill of Rights). ▪ American culture: how it developed from many different traditions; values, practices, and traditions that unite all Americans. ▪ Identify documents as original sources ▪ Utilize original source documents (e.g. Declaration of Independence and Bill of Rights) to respond to document based questions. ▪ Utilize original source documents (e.g. Declaration of Independence and Bill of Rights) for developing arguments and persuasive writing.
Standard 2—Students will use a variety of intellectual skills to demonstrate their understanding of major ideas, eras, themes, developments, and turning points in world history and examine the broad sweep of history from a variety of perspectives		
Kindergarten	World History • Intellectual skills* • Belief systems • Conflict • Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Identify various racial, ethnic, and cultural groups in the world. ▪ Recognize similarities and differences in the lifestyle of people from another culture. ▪ Identify countries to which an individual can belong and learn about foods, customs, dances, etc ▪ People grow and change over time, as do many places and things around the world. ▪ People may have different ideas, beliefs and traditions around the world ▪ Different people from around the world live in my community.
Grade 1	World History • Intellectual skills* • Belief systems • Conflict ▪ Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Recognize similarities and differences in the lifestyle of people from another culture. • Understand that ancestors of Americans came from places such as Europe, Asia, and Africa.

		• Recognize that the ancestors of many African Americans came to America as slaves. • Understand why peoples from other countries migrate to America, past and present
Grade 2	World History • Intellectual skills* • Belief systems • Conflict ▪ Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Compare children's traditions and customs with those of other cultures of the Western Hemisphere. ▪ Describe different celebrations that take place around the world. ▪ Understand that communications enable people to stay in contact with each other. ▪ Describe the origins of Cinco de Mayo celebrations. ▪ Compare places in a Mexican community with those in a U.S. community. ▪ Introduce the different explorers who traveled to North America. ▪ Discuss why the 13 colonies wanted their freedom from England
Grade 3	World History • Intellectual skills* • Belief systems • Conflict ▪ Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Recognize that the world communities have many differences and similarities ▪ Know how important events and eras can be displayed on timelines. ▪ Recognize that people in world communities may have different interpretations and perspectives about important issues and events. ▪ Prepare a group presentation on a world community, using a variety of media and visuals. ▪ Recognize people in world communities exchange elements of their cultures. ▪ Know people in world communities use legends, folktales, oral histories, biographies, autobiographies, and historical narratives to transmit values, ideas, beliefs, and traditions. ▪ Understand that historic events can be viewed through the eyes of those who

		were there, as shown in their art writings, music, and artifacts. ▪ People in world communities celebrate various holidays and festivals. ▪ Identify documents as original sources ▪ Utilize original source documents (e.g. Magna Carta) to respond to document based questions.
Grade 4	World History • Intellectual skills* • Belief systems • Conflict ▪ Cultural identity, diversity, and interdependence	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Know how America Culture developed from many different traditions throughout the world; values, practices, and traditions that unite all Americans. ▪ Work in a cooperative group, write a report on the different roots/sources of American culture and its connection to world cultures ▪ Write a journal for two weeks as if they were fourth graders immigrating to the United States/New York City from a country that they previously learn or know about ▪ Research and make a presentation on the lives of enslaved Africans and freemen and their roots, either in colonial or post-Revolutionary New York City. ▪ Identify documents as original sources ▪ Utilize original source documents (e.g. Magna Carta) to respond to document based questions. ▪ Utilize original source documents (e.g. Magna Carta) for developing arguments and persuasive writing.
Standard 3—Students will use a variety of intellectual skills to demonstrate their understanding of the geography of the interdependent world in which we live—local, national and global—including the distribution of people, places, and environments over the earth's service.		
Kindergarten	Local, National, and Global Spatial View • Environment and society • Intellectual Skills -- Human systems -- Physical systems	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Know that the United States can be located on a map and a globe. ▪ Recognize maps of their neighborhood, of New York State, and of the United

		States. ▪ Distinguish between land and water masses on maps and globes. ▪ Find their school and neighborhood on a teacher-drawn map of the area. ▪ Recognize the difference between a picture and a map of the same place. ▪ Understand that Earth is round and that a globe is a model of Earth.
Grade 1	Local, National, and Global Spatial View • Environment and society • Intellectual Skills -- Human systems -- Physical systems ▪	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Identify rooms in a school model from a bird's-eye view. • Recognize the difference between a picture and a map of the same place. • Identify community features in an aerial photograph. • Understand that a map can represent an aerial view of an area. • Recognize the features of a state and a country. • Analyze symbols that represent real things. • Use a map key. • Read a map of a neighborhood using symbols. • Understand that the United States is part of a place called Earth. • Recognize that Earth has many countries. • Recognize distinctive land and water features. • Identify and describe local bodies of water and land forms. • Locate places and things on maps using cardinal directions.
Grade 2	Local, National, and Global Spatial View • Environment and society • Intellectual Skills -- Human systems -- Physical systems	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Locate and label their community in New York State • Identify a compass rose and its four directions. • Recognize that a compass rose is used to tell directions on a map. • Use a compass rose to help locate places on a map. • Find adjacent countries on a map.

		• Describe how geography impacts living in their community. • Identify Earth's seven continents and four oceans. • Identify the major forms of land found on Earth. • Identify the major types of bodies of water found on Earth. • Identify and locate landforms and bodies of water on a map. • Apply rules for using a landform map.
Grade 3	Local, National, and Global Spatial View • Environment and society • Intellectual Skills -- Human systems -- Physical systems ▪	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Locate world communities on maps and globes using latitude and longitude. ▪ Locate the Earth's continents and oceans on a map. ▪ Discuss the impact of geography on different world communities. ▪ Locate world communities in relation to each other and to principal parallels and meridians, as can earth's continents and oceans. ▪ Understand interactions between economic activities and geographic factors differ in world communities. ▪ Understand people in world communities depend on and modify their physical environments in different ways. ▪ Recognize the diversity of geographical features in the United States. ▪ Identify Earth's four hemispheres. ▪ Define the equator.
Grade 4	Local, National, and Global Spatial View • Environment and society • Intellectual Skills -- Human systems -- Physical systems	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Define and identify landforms. • Describe major landforms of the U.S. • Be introduced to the idea of environment • Describe Canada's size • Identify shared landforms and bodies of water between Canada and the U.S.

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		• Explain why geographers divide the United States into regions. • Introduce the five regions of the U.S. • Analyze geographic and historical features that make regions distinct. • Describe the ecological importance of rivers. • Explain the role of rivers in the development of the United States. • Analyze why cities are located by rivers. • Examine the location, extent, history and uses of the Nile River. • Explain how river floods both irrigate land and make it fertile. • Compare the major landforms of the Northeast and the Southeast. • Describe how the Northeast's geography influences the region's economy. • Explain differences in climate due to the tilt of the Earth. • Describe the geography and natural features of the Southwest. • Describe erosion and explain its effect on the geography of the Southwest. • Explore the geography and location of Japan and the Pacific Rim countries.
Standard 4—Students will use a variety of intellectual skills to demonstrate their understanding of how the United States and other societies develop economic systems and associated institutions to allocate scarce resources, how major decision making units function in the United States and other national economies, and how an economy solves the scarcity problem through market and non-market mechanisms.		
Kindergarten	United States and Other Societies: Economics • Intellectual skills • Needs; wants • Human, natural and capital resource allocation	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Identify a variety of jobs that people perform. • Describe work performed by family and community members, and how they help one another • Distinguish between needs and wants. • Hear and retell stories how people make economic choices • Demonstrate that people have unlimited wants but limited resources to satisfy them. • Identify value of coins and bills.

Grade 1	United States and Other Societies: Economics • Intellectual skills • Needs; wants • Human, natural and capital resource allocation	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Identify situations in which people want more than they can have (scarcity). ▪ Begin to discuss the role of work in helping people earn income to meet needs and wants. ▪ Make decisions about, and role-play the use of, money in a classroom store, post office, etc. ▪ Explore how tools and technology are used in the classroom and at home to meet needs and wants. • Recognize that money comes in different amounts. • Identify value of coins and bills. • Recognize that every country has its own money. • Understand that different countries have different kinds of money. • Identify names of currencies used in different countries.
Grade 2	United States and Other Societies: Economics • Intellectual skills • Needs; wants • Human, natural and capital resource allocation	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Introduce markets as places where people buy or sell goods and services. ▪ Identify goods and services. ▪ Distinguish between making (producing) and using (consuming) things. ▪ Understand the importance of people in a factory working with one another to produce goods. ▪ Identify jobs done in a factory that result in the manufacturing of a finished good. ▪ Explore basic human needs and wants. ▪ Analyze the concept of working to earn money to provide for needs and wants. ▪ Analyze the concepts of saving and banks. ▪ Understand that communities provide services to meet peoples' needs and wants. ▪ Explore the role of taxes and ways they are used in their communities.

		• Illustrate how people are both producers and consumers of goods and services
Grade 3	United States and Other Societies: Economics • Intellectual skills • Needs; wants • Human, natural and capital resource allocation	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Investigate the human resources of a community. • Explain why people earn, save and spend money. • Explain the interdependence of people and products in a community. • Describe different ways people make a living. • Explain how technology influences the way people make a living. • Understand that people need to work together to do their jobs. • Investigate domestic and international trade. • Distinguish between imports and exports. • Understand the interdependence of people and the products in the world.
Grade 4	United States and Other Societies: Economics • Intellectual skills • Needs; wants • Human, natural and capital resource allocation	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* • Describe our economy under the free enterprise system. • Identify key parts of the U.S. economy. • Tell how economies are interrelated. • Explain which factors make agriculture profitable. • Describe the shift in the work force from agriculture to manufacturing. • Analyze the impact of cars on the American economy and way of life. • Analyze the impact of agribusiness on family farms and settlement patterns. • Describe how iron ore is mined and processed in order to create steel. • Explain how steel is used to build skyscrapers. • Describe the effect of climate on the economy and ways of life in the Southeast. • Describe how the Northeast's geography influences the region's economy. • Describe how the Northeast's climate contributes to its tourism industry. • Compare the various methods of fishing used over time in the Northeast.

		• Explain the challenge of pollution and over-fishing to the fishing industry. • Describe the growth of aquaculture. • Analyze the effects of the Midwest's climate on the area's farms and people.
Standard 5—Students will use a variety of intellectual skills to demonstrate their understanding of the necessity for establishing governments; the governmental system of the U.S. and other nations; the U.S. Constitution; the basic civic values of American constitutional democracy; and roles, rights, and responsibilities of citizenship, including avenues of participation.		
Kindergarten	New York, United States, and World Government • Intellectual skills • Citizenship, civic values, government • Human rights: justice • Political systems • Power	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Be aware of and have respect for symbols of our nation (e.g., the flag). ▪ Know that everyone has responsibilities at home, in school and in the community. ▪ Understand that rules are necessary to help and protect us all. ▪ Learn through literature the holidays and celebrations of our nation. ▪ Recognize the flag of the United States. ▪ Participate in the classroom by jointly developing and following rules. ▪ Identify a local authority figure.
Grade 1	New York, United States, and World Government • Intellectual skills • Citizenship, civic values, government • Human rights: justice • Political systems • Power	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Recognize the flag of the United States in the classroom, the school, and other places in the community. ▪ Learn that students, teachers, and staff are all school citizens with rights as well as responsibilities. ▪ Help to establish rules for the school and the classroom. ▪ Understand people form governments to develop rules and laws to govern and protect themselves.

Grade 2	New York, United States, and World Government • Intellectual skills • Citizenship, civic values, government • Human rights: justice • Political systems • Power	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Understand the significance of the flag of the United States. ▪ Learn that people in communities may have conflicts over rules, rights and responsibilities. ▪ Understand communities have elected and appointed leaders who make, enforce and interpret rules and laws. ▪ Listen respectfully and take turns speaking as one way to be a good citizen of the school community. ▪ Participate in problem solving, decision- making, and conflict resolution in the classroom. ▪ Identify reasons for rules and laws in a community. ▪ Begin to use newspapers to follow elections. ▪ Identify Washington, D.C. as the United States capital. ▪ Understand that sharing and working together are important parts of belonging to a group.
Grade 3	New York, United States, and World Government • Intellectual skills • Citizenship, civic values, government • Human rights: justice • Political systems • Power	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Discuss the national holidays, monuments, and festivals of people in communities around the world. ▪ Understand that people in communities around the world form governments to develop rules and laws. ▪ Recognize that people in world communities have conflicts over rules, rights, and responsibilities. ▪ Governments in world communities plan, organize and make decisions ▪ Appreciate the significance of the Constitution. ▪ Describe the three branches of the national government. ▪ Identify the basic functions of state and local governments. ▪ Recognize citizens' responsibilities to the community. ▪ Identify community leaders who make a difference. ▪ Understand the significance of voting and elections. ▪ Understand that in a community project, each person makes a difference.

Grade 4	New York, United States, and World Government • Intellectual skills • Citizenship, civic values, government • Human rights: justice • Political systems • Power	Curriculum: *Core Knowledge Sequence, Adventures in Time and Place* (MacMillan/McGraw-Hill), *McGraw-Hill Science,* grade-level trade books, almanac, classroom library *By the end of the school year, students will:* ▪ Explore the functions of the local, state, and federal governments, giving examples of how each affects their lives. ▪ Discuss values and traditions that unite all Americans. ▪ Give examples of rules and responsibilities of citizenship in the classroom, home, school, and local community. ▪ Recognize the United States Constitution, Declaration of Independence, and other documents and, in a group, "rewrite" a portion of one document in their own words. ▪ Compare the three branches of the U.S. government. ▪ Describe the rights and responsibilities of United States citizens under the Constitution.

CAREER DEVELOPMENT AND OCCUPATIONAL STUDIES

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Students will be knowledgeable about the world of work, explore career options, and relate personal skills, aptitudes, and abilities to future career decisions.		
Grades K-2	• Career Planning • Changing Roles of Men and Women • Changing Workplace	*Curriculum: Teacher-developed lessons* ▪ Students will learn about the world of work. ▪ Students will learn about police officers, firefighters, postal workers, city officials, small business owners, doctors, nurses, etc. The students will visit many of these work locations. ▪ Teachers will emphasize the skills needed to pursue these careers and assign activities that aid the student in making connections. ▪ Students will learn about the value of work and personal work achievement. ▪ Lessons may include tools and technology used today.
Grades 3-4	• Career Planning • Changing Roles of Men and Women • Changing Workplace	*Curriculum: Teacher-developed lessons* ▪ Students will learn about the world of work, explore career options, related their abilities to future career decisions. ▪ Students will learn about police officers, firefighters, postal workers, city officials, small business owners, doctors, nurses, etc. The students will visit many of these work locations. ▪ Teachers will emphasize the skills needed to pursue these careers and assign activities and research projects that aid the student in making connections between their current skills and knowledge and future skills to be learned for a successful career in those areas. ▪ Students will learn about the value of work, personal work achievement, and the changing nature of the workplace. ▪ Lessons may include tools and technology used today in many workplaces and compare to the world of work in decades past.

Standard 2—Students will demonstrate how academic knowledge and skills are applied in the workplace and other settings.		
Grades K-2	• Application to "Real World" Settings	*Curriculum: Teacher-developed lessons* ▪ ▪ Teachers will emphasize how reading, writing, math, science, history are important and essential for successful careers, especially for community based jobs (police officer, teacher, mailman, etc.) ▪ Teacher-developed activities and site visits (e.g. courtrooms and hospitals) will facilitate this connection. ▪ Example: - Classes perform skits that depict the everyday lives of detectives, fire marshal, and lawyer.
Grades 3-4	• Application to "Real World" Settings	*Curriculum: Teacher-developed lessons* ▪ ▪ Teachers will emphasize how reading, writing, math, science, history are important and essential for successful careers. ▪ Students will learn the usefulness of academics in pursuing careers in medicine, law, business, government, and education. ▪ Teacher-developed activities and site visits (e.g. courtrooms and hospitals) will facilitate this connection. ▪ Examples: ▪ A local jazz musician or artist may visit to share culture and history of another country or era in NY History.
Standard 3a—Students will demonstrate mastery of the foundation skills and competencies essential for success in the workplace.		
Grades K-2	• Communication Skills • Information Gathering Skills • Problem Solving Skills • Social Skills	▪ Curriculum: Teacher-developed lessons ▪ Basic skills in reading, writing, math, listening, and speaking, ▪ Thinking skills for problem solving and experimentation. ▪ Interpersonal skills to facilitate teamwork in all settings,. ▪ Ability to self-manage and plan. ▪ Ability to access and manage information.

Grades 3-4	• Communication Skills • Information Gathering Skills • Problem Solving Skills • Social Skills	▪ Curriculum: Teacher-developed lessons ▪ Basic skills in reading, writing, math, listening, and speaking. ▪ Thinking skills for problem solving and experimentation. ▪ Interpersonal skills to facilitate teamwork in all settings. ▪ Ability to self-manage and plan. ▪ Ability to access and manage information. ▪ Ability to design and create from available resources for society's needs. ▪ Ability to manage resources to carry out a planned activity. ▪ Ability to work within natural and constructed systems.
Standard 3b—Students will choose a career major and will acquire the career-specific technical knowledge/skills necessary to progress toward gainful employment, career advancement, and success in postsecondary programs.		
Grades K-2	• Interpersonal Skills • Interrelatedness of Business, Social, Economic Systems • Resource Allocation • Targeted Technical Knowledge/Skills	▪ Curriculum: Teacher-developed lessons ▪ Students create class jobs that are microcosms of those in wider community network. ▪ Students practice the writing process in their interviewing process. ▪ For non-fiction exercises, teachers and students read from biographies of famous explorers and athletes, politicians and detectives. ▪ In all subject areas, students are introduced to various career goals that are associated with those skill sets.
Grades 3-4	• Interpersonal Skills • Interrelatedness of Business, Social, Economic Systems • Resource Allocation • Targeted Technical Knowledge/Skills	▪ Curriculum: Teacher-developed lessons ▪ Students will integrate higher order thinking skills, such as analyzing, synthesizing, and evaluating, for career options. ▪ Students create class jobs that are microcosms of those in wider community network. ▪ Students practice the writing process in their interviewing process. ▪ For non-fiction exercises, teachers and students read from biographies of famous explorers and athletes, politicians and detectives. ▪ They analyze methods and practices that enables famous individuals to achieve their goals. ▪ In all subject areas, students are introduced to various career goals that are associated with those skill sets.

HEALTH, PHYSICAL EDUCATION, FAMILY & CONSUMER SCIENCES

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Personal Health and Fitness—Students will have the necessary knowledge and skills to establish and maintain physical fitness, participate in physical activity and maintain personal health.		
Grades K-2	• human growth and development • positive healthy behaviors • basic motor and manipulative skills • proficiency in complex motor and sport activities • personal fitness programs • good nutrition for appropriate diets • healthy food preparation	<u>Curriculum:</u> The main component of ***health education*** will be Scholastic's *You and Your Body* and teacher developed lessons and activities. ▪ *You and Your Body* is a hands-on skills book that introduces and explains the connection between personal responsibility and well-being. ▪ Based on the work of the American Health Foundation, children learn about health choices through reading, writing, and keeping records. ▪ Subjects addressed at each level include: growth and development, nutrition, health and safety, disease prevention, dental health, exercise and fitness, cigarette, alcohol, and drug-use prevention and social and emotional health. ▪ Personal Health and Fitness areas: - *Human Growth and Development* -- Students learn about the human body and understand the development of the life cycle. Students create murals of the systems of the body, e.g., skeletal and muscular, and visit the local dentist's office for a group presentation. They know how to promote health at each developmental stage, learn the basic food groups, and healthy habits (e.g. dental care). Science and language arts lessons are included, with visuals, field trips to hospitals and medical offices, or with guest speakers. - *Diseases and Disorders* – Students understand diseases and disorders and learn to prevent them or limit their development. - *Emotional Health* – Students recognize how social relationships, emotional reactions, and health influence behavior.

		Curriculum: Physical Education will consist mainly of indoor and outdoor activities. The following resources will also be used: *Elementary Teacher's Handbook of Indoor and Outdoor Games* by Art Kamiya; *International Playtime: Classroom Games and Dances from Around the World* by Wayne Nelson and Henry Glass; *Moving and Learning Across the Curriculum* by Rae Pica. • Students perform basic motor and manipulative skills. Through practice and effort, they excel in mastery of motor skill and principles of movement. • Students establish personal goals and perform warm-up and cool-down exercises. • Students gain competency in a variety of physical activities and proficiency in a few. • Those skills, targeted for proficiency mastery, are selected based on a fitness assessment. • Affective skills are achieved through an appreciation of rules and a respect for variation in performance. • Examples of Curricular Resources: - "Elementary Teacher's Handbook of Indoor and Outdoor Games"; "Games to Keep Kids Moving"; "International Playtime" - K-2-Outdoor Games/Sports; Indoor/Outdoor Relays; Stunts and Challenges; Rainy Day Games; Games and Icebreakers; Games for Physical Skills; Individual and Group Challenges <u>Family and Consumer Sciences</u> Family and Consumer Science Education will consist mainly of teacher developed lessons and classroom activities. • *Family and Consumer Nutrition* - Students understand the role of nutrition in the maintenance of health and nutritional practices and prepare appropriate diets for themselves and others. - Department of Health officials and/or other community members from food service agencies discuss the importance of nutrition.
Grades 3-4	• human growth and development • positive healthy behaviors	<u>Curriculum:</u> The main component of ***health education*** will be Scholastic's *You and Your Body* and teacher developed lessons and activities. ▪ *You and Your Body* is a hands-on skills book that introduces and explains the connection between personal responsibility and well-being. ▪ Based on the work of the American Health Foundation, children learn about

	• basic motor and manipulative skills • proficiency in complex motor and sport activities • personal fitness programs • good nutrition for appropriate diets • healthy food preparation	health choices through reading, writing, and keeping records. ▪ Subjects addressed at each level include: growth and development, nutrition, health and safety, disease prevention, dental health, exercise and fitness, cigarette, alcohol, and drug-use prevention and social and emotional health. ▪ Personal Health and Fitness areas: - *Human Growth and Development* -- Students learn about the human body and understand the development of the life cycle. Students create murals of the systems of the body, e.g., skeletal and muscular, and visit the local dentist's office for a group presentation. They know how to promote health at each developmental stage, learn the basic food groups, and healthy habits (e.g. dental care). Science and language arts lessons are included, with visuals, field trips to hospitals and medical offices, or with guest speakers. - *Diseases and Disorders* – Students understand diseases and disorders and learn to prevent them or limit their development. Students learn about abstinence and choices. - *Emotional Health* – Students recognize how social relationships, emotional reactions, and health influence behavior, in order to promote emotional health and positive relationships. Social service agency speakers address the classrooms, to offer comprehensive lessons and to disseminate information about community resources. ***Curriculum: Physical Education*** will consist mainly of indoor and outdoor activities. The following resources will also be used: *Elementary Teacher's Handbook of Indoor and Outdoor Games* by Art Kamiya; *International Playtime: Classroom Games and Dances from Around the World* by Wayne Nelson and Henry Glass; *Moving and Learning Across the Curriculum* by Rae Pica. • Students perform basic motor and manipulative skills. Through practice and effort, they excel in mastery of motor skill and principles of movement. • Students establish personal goals and perform warm-up and cool-down exercises. • Students gain competency in a variety of physical activities and proficiency in a few. • Those skills, targeted for proficiency mastery, are selected based on a fitness assessment. • Students know the components of personal wellness and design a weight-control and stress management system.

		• They will be able to enjoy these maximized skills for cardio-respiratory endurance, flexibility, and physical strength throughout their adult lives. • Students gain psychomotor skills through games and sports. They gain cognitive skills through familiarity with terminology and identify similarities between game and sport activities. • Affective skills are achieved through an appreciation of rules and a respect for variation in performance. • Examples of Curricular Resources: - "Elementary Teacher's Handbook of Indoor and Outdoor Games"; "Games to Keep Kids Moving"; "International Playtime" - K-4-Outdoor Games/Sports; Indoor/Outdoor Relays; Stunts and Challenges; Rainy Day Games; Games and Icebreakers; Games for Physical Skills; Individual and Group Challenges—Team Games: Basketball, Flag Football, Floor Hockey, Soccer, Softball, Volleyball <u>Family and Consumer Sciences</u> Family and Consumer Science Education will consist mainly of teacher developed lessons and classroom activities. • *Family and Consumer Nutrition* - Students understand the role of nutrition in the maintenance of health and nutritional practices and prepare appropriate diets for themselves and others. - Department of Health officials and/or other community members from food service agencies discuss the importance of nutrition. - Students prepare in class well-balanced meals and snacks and use the appropriate tools and technologies for safe and healthy food preparation.
Standard 2—A Safe and Healthy Environment—Students will acquire the knowledge and ability necessary to create and maintain a safe and healthy environment.		
Grades K-4	• responsible for personal and social behaviors • care for the environment • home and community safety	*<u>Curriculum: teacher developed lessons and activities</u>* • Teachers assist students in keeping the classroom and cafeteria neat, organized, and clean for safety and enjoyment. • They invite local police officials to address the classes on personal safety techniques at school and in the community. These lessons are followed by discussions, writing exercises, and parent awareness. • Fire officials are also invited to teach fire safety and the jobs of Fire Department personnel.

- Students view fire trucks both at school and at the fire station, so that community bonds are developed to ensure future safety and trust.
- Teachers invite lifeguards to address classes on water and beach regulations, as well as swimming precautions.
- *Community and Personal Health*
  - Students appreciate the need for responsibility and planning, in order to maintain and develop a healthy lifestyle.
  - Students understand the importance of developing health services that respond to present and projected community needs and how to contribute to community health.
  - Students visit local community health offices, resources, and view informative videos.
- *Environmental Health*
  - Students recognize that environmental factors affect the individual and immediate community.
  - Students prepare activities to protect their environment.
  - Students plant gardens and clean school parks, under safety guidelines provided by teachers and parents.
- *Alcohol, Tobacco, and Other Drug Substances*
  - Students understand factors about drug use, both appropriate and inappropriate, and how to prevent abuse.
  - Community members, who have been formerly addicted to drugs or alcohol, assist teachers in related lessons and class activities.

<u>Physical Education</u>

Physical Education will consist mainly of indoor and outdoor activities. The following resources will also be used: *Elementary Teacher's Handbook of Indoor and Outdoor Games* by Art Kamiya; *International Playtime: Classroom Games and Dances from Around the World* by Wayne Nelson and Henry Glass; *Moving and Learning Across the Curriculum* by Rae Pica.

- Students observe safe conditions for large motor games and exhibit responsible interpersonal behavior.
- Students properly use the outdoor and indoor facilities and pay special attention to safety hazards.
- This safety awareness process develops skills of cooperation and collaboration, as students are concerned for the safety of others, and they communicate that concern in planning and organization of outdoor and indoor games and dances.
- They discuss and analyze the safety hazards, associated with a variety of

		games and activities. Family and Consumer Sciences ▪ Family and Consumer Science Education will consist mainly of teacher developed lessons and classroom activities. *Family Life, Community and Workplace Education* ▪ Students appreciate the role of the family, as they are prepared for the responsibilities of adulthood and parenthood. ▪ Students learn home, workplace, and community safety principles. ▪ Students learn how to establish and nurture a comfortable and safe environment for themselves and others.
Standard 3—Resource Management—Students will understand and be able to manage their personal and community resources.		
Grades K-4	• influences of culture, media and technology on healthy families and communities • informed and active consumers of community programs on physical fitness • positive relationships in home, workplace and communities	Curriculum: teacher developed lessons and activities. ▪ Students understand consumer health issues and learn to make wise decisions in selecting and using health products, information, and services. ▪ They develop daily schedules for school and home, to best utilize free time for homework, reading activities, and exercise. ▪ Students visit community health organizations to better understand available resources for a variety of purposes. ▪ Students are aware of community resources for fitness and are capable of evaluating these programs for their potentials for targeted skills development and for an enjoyable environment for participation with peers in sports and dance. ▪ Students use decision-making skills to discriminate between viable and non-viable community recreation. ▪ Students exhibit skills in locating information about physical fitness opportunities, products, and services. ▪ They can describe the difference between quality and inferior equipment. ▪ ▪ They learn to adapt their games and sports to accommodate others with varying capacities, and they appreciate the benefits gained from engaging in such activities with others, regardless of age or ability. ▪ The school will work with parents and the community to enhance character development of students, through parent and community workshops about

		responsible decision-making, self-discipline, and leadership skills. ▪ Students learn to manage personal and community resources such as time, money, and talent. ▪ They learn to make effective decisions to balance obligations to work, family, and personal. ▪ Students learn how to develop positive relationships at work, home and community and understand how their abilities can be used to make a positive contribution to society.

LANGUAGES OTHER THAN ENGLISH

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Students will be able to use a language other than English for communication.		
▪ Kindergarten	• Focus on Listening and Speaking • Vocabulary Based on Topics of Instruction • Culturally Based	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Listen to and recite simple statements such as greetings and introductions. • Understand basic cultural identities, e.g., foods and celebrations.
▪ Grade 1	• Focus on Listening and Speaking • Vocabulary Based on Topics of Instruction • Culturally Based	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Listen to and recite short phrased and simple sentences, including numbers 1 to 10 and days of the week. • Listen and understand basic commands, e.g., stop and go. • Gain an understanding and appreciate different aspects of Spanish culture, e..g., siestas.
▪ Grade 2	• Focus on Listening and Speaking • Vocabulary Based on Topics of Instruction • Culturally Based	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Listen to and recite express basic personal needs and courtesies. • Respond to and initiate simple sentences to provide information, such as, direction and phone number.

		• Gain an understanding and appreciate Spanish culture by learning songs, simple dances, and foods.
• Grade 3-4	• Focus on Listening and Speaking • Vocabulary Based on Topics of Instruction • Culturally Based	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Acquire limited proficiency in listening, speaking, reading, and writing for the purpose of socializing, obtaining information, and opinion • Respond to and initiate simple statements such as greetings and introductions; express attitudes, reactions, and courtesy using short phrases and simple sentences; provide and obtain information on familiar topics; express basic personal needs; and, identify some common and distinct features, such as, parts of speech and vocabulary. • Gain an understanding and appreciate Spanish culture by learning songs, dances, foods, holidays, and celebrations.
Standard 2—Students will develop cross-cultural skills and understandings.		
Grades K-2	• Cross Cultural Comparisons • Focus on Daily Life Activities	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Appreciate the cultural differences of various Spanish-speaking countries. For example, learning about the differences of Mexican and Peruvian holidays. • Focus on the various daily life activities of several different Spanish-speaking countries and American life. For example, comparing foods and dress.
Grades 3-4	• Cross Cultural Comparisons • Focus on Daily Life Activities	Curriculum: The AMIGOS Program by REI International *By end of the grade, students will:* • Acquire an understanding of and appreciation of the culture of various Spanish communities and families. • Understand gestures and perceptions and learn about folklore.

		• Reflect on cultural patterns and gain insight into their own language and culture.

*Intellectual Skills: Critical thinking; information gathering and organization; multiple perspectives

Grade	Standard Area Topic	Curriculum For each Standard Area Topic (bullet) describe what knowledge and skills students attain by the end of each grade or course.
Standard 1—Creating, Performing and Participating in the Arts—Students will actively engage in the processes that constitute creation and performance in the arts (dance, music, theatre, and visual arts) and participate in various roles in the arts.		
Grades K-4	• Dance Students will perform dance forms and understand choreography • Music Students will play their own music and music written by others • Theatre Students will create and perform theatre pieces • Visual Arts Students use a variety of materials and techniques to create art	Music: *Curriculum*: Silver Burdett Ginn's *The Music Connection* (now part of Scott Foresman) will be the main curriculum driving the teaching of music. By the end of the grade level, students will: ▪ Listening and sing varied styles of music. ▪ Play simple musical instruments. Dance/Theatre: *Curriculum:* Dale Seymour's *Live On Stage! Performing Arts* will be the main component for teaching theatre and dance. By the end of the grade level, students will: • Create, perform, and participate in dance and theatre. • Have opportunities in acting, improvisation, writing, movement, and production and design. For example, o Discuss how art creates feelings and moods o Create a skit of songs that mothers from many cultures sang o Create a skit about Caesar and Cleopatra o Create a Skit after viewing a video of 1776 Visual Arts: *Curriculum*: Dale Seymour's *Learning to Look and Create: The SPECTRA Program* will be the main curriculum driving the teaching of visual arts.

		By the end of the grade level, students will: ▪ Focus on varied art materials, styles and techniques to create art. For example: o Create a large mural of continents o Paint sheets and materials with Aztec, Incan and Mayan designs o Design dioramas of Black history events o Assemble small Viking ships with wood, cloth and paint o Build Early Native American Tents o Create illustrated stories about Founding Fathers and the Constitution
Standard 2—Knowing and Using Arts Materials and Resources—Students will be knowledgeable about and make use of the materials and resources available for participation in the arts in various roles.		
Grades K-4	Dance, Music, Theatre & Visual Arts Students will • Create and perform • Access and use resources • Attend events • Be aware of career and recreational opportunities	Dance/Theatre/Music/Visual Arts: *Curriculum:* Access local and New York City resources and arts materials. By the end of the grade level, students will: ▪ Access local resources for viewing and performance opportunities, such as performing a play at the local community center. ▪ See performances created by community organizations. ▪ View influential dancers and play from around the world on video. ▪ Visit New York City dance and theatre groups to see performance, for example, the Harlem Dance Company. ▪ Visit Julliard and attend local community concerts to learn about how to participate in and learn about music. ▪ Create role-plays and skits to appreciate the nature of theatric expressions ▪ Use a variety of artistic media to express color, depth, light/shadow, and convey a sense of emotion in their work.
Standard 3—Responding to and Analyzing Works of Art—Students will respond critically to a variety of works in the arts, connecting the individual work to other works and to other aspects of human endeavor and thought.		

Grades K-4	Dance, Music, Theatre & Visual Arts Students will: • Evaluate and interpret art forms • Express opinions, using vocabulary of the art form • Connect art form to other disciplines	*By end of the grade level, students will:* • Work with local experts to appreciate various dance forms and genres. For example, they learn to dance to Native American chants. • Learn dance improvisation techniques to express various moods and situations. • Tell historical and creative stories through dance. • Analyze the themes in common music, such as, "Fanfare of a Common man" • Compare the instrumental sounds within the orchestra. • Create their own songs and sing harmony in choral groups. • Work with local experts to appreciate various dance forms and genres. For example, they learn to perform African tribal rituals. • Learn acting techniques to express various moods and situations. • Students learn to resolve conflicts through role-playing. • Appreciate the aesthetic qualities of the paintings and sculptures both viewed in the museums and created by the students themselves, with a variety of media.
Standard 4—Understanding the Cultural Dimensions and Contributions of the Arts—Students will develop an understanding of the personal and cultural forces that shape artistic communication and how the arts in turn shape the diverse cultures of past and present society.		
Grades K-4	Dance, Music, Theatre & Visual Arts Students will: • Know the art forms created around the world at different periods • Understand functions of art in culture	*By end of the grade level, students will:* ▪ ▪ Learn about performing traditions and cultures from around the world. ▪ Respond to and analyze varied musical pieces and styles and relate them to various time periods, eras, and genres. ▪ Explore the evolution of theatre throughout history, including the roles played by women and men. ▪ Study art throughout history, including important artists and movements;. ▪ Appreciate the multicultural influences on art from around the world.

Exhibit D

Please provide a set of by-laws for the proposed school, which includes the charter school's method for appointment/election of trustees and the length of the terms established for each trustee position.

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BY-LAWS

OF

Grand Concourse Academy Charter School

ARTICLE I

Name and Office

Section 1. Name. This corporation is a non-profit education corporation and shall be known as the "Grand Concourse Academy Charter School," herein referred to as "Academy."

Section 2. Office. The Academy shall have its principal office in New York City, State of New York and shall be deemed, for the purposes of venue in civil actions, to be an inhabitant and a resident thereof.

ARTICLE II

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 of the Academy (the "Board of Trustees" and each member thereof, a "Trustee") in accordance with the purposes and limitations set forth herein and in the Charter, dated as of _____ between the Academy and the Board of Regents of New York.

Section 2. 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. Create such special committees, from time to time, as may be deemed desirable by the Board of Trustees. The Chairperson of the Board of Trustees shall appoint the members of such committees; and

C. Remove a Trustee for cause by a majority vote of the Board of Trustees.

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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.

Section 3. Composition.

A. In general, board members should be individuals of high moral character, demonstrate an interest in the welfare of children and be committed to improving education in the community. All board members must be committed to dedicating the necessary time and energy to ensure the effective and smooth operation of the school.
B. The Board of Trustee shall have the following members: (i) at least one educator with classroom and/or administration experience; (ii) at least one parent or guardian of a child attending the school (i.e. PTO President); (iii) at least one business leader with experience either in for-profit or not-for-profit sector; (iv) at least one community leader, and (v) any other person over the age of 21 who lives in the community that can demonstrate knowledge of educational issues affecting the school's community.
C. To become a Trustee, a person shall be nominated by a current Trustee. Trustees shall be elected by a majority vote of the Trustees present at a meeting of the Board of Trustees, provided that those present constitute a quorum. Each Trustee shall be at least eighteen (18) years of age. The Board of Regents shall approve the appointment of any Trustee.

Section 4. Term of Office. 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 meeting of the Trustees five (5) years thereafter. All Trustees shall be eligible for re-election.

Section 5. Number of Trustees. The number of Trustees constituting the entire Board of Trustees consist of at least five (5), but no more than eleven (11) Trustees, including the president of the Parent -Teacher Organization of the Academy ("PTO"), who shall be a voting Trustee for the length of his or her term as president of the PTO.

Section 6. Vacancies. Temporary vacancies shall be filled for the remainder of an unexpired term by vote of a majority of Trustees then in office. The Board of Regents shall approve any Trustee elected to fill a vacancy.

Section 7. Compensation. Trustees shall not receive any salary, fees or other financial compensation for their service to the Academy, but by resolution of the Board of Trustees, reasonable expenses related to attendance of special meetings of the Board of Trustees, if any, may be reimbursed. Nothing herein shall be construed to preclude any Trustee from serving the Academy in any other capacity and receiving compensation thereof, subject to Article VI of the By-Laws .

Section 8. Meetings. The Board of Trustees shall meet as appropriate but in no event less than required by the Board of Regents. Special meetings of the Board of Trustees may be called at any time by the Chairperson of the Board of Trustees, or upon a majority vote of the Trustees. Provided there is a quorum, every meeting of the Board of Trustees held to discuss public business, including official meetings of committees and subcommittees will be open to the general public in accordance with the New York Open Meeting Laws. The Board of Trustees may invite public comment during such meetings at times designated by the Chairperson of the Board of Trustees but the Board of Trustees may, at its discretion, limit public comments to ten (10) minutes per person or such lesser time period as the Board of Trustees may set. Times and locations of each meeting shall be set by the Board of Trustees.

Section 9. Proxies. Proxies are prohibited at meetings of the Board of Trustees.

Section 10. Executive Session. To enter into executive session, a motion for executive session must be made during a meeting by a Trustee, the subject of the executive session 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 confidential matters identified in the Open Meetings Law of New York for Public Officials, as amended from time to time.

Section 11. Notices. To the extent practicable, written notice of meetings of the Board of Trustees shall be given to Trustees at least five (5) days prior to the date set for such meeting. 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 the Trustee(s) who called for the special meeting.

Section 12. Notice to the General Public. If a Board of Trustees meeting is scheduled at least one week in advance, notice of its time and place shall be given to the news media and conspicuously posted in one or more 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 shall be given to the news media, to the extent practicable, and shall be conspicuously posted in one or more public locations at a reasonable time before the meeting. The provisions in this section 12 are subject to the Open Meetings Law of New York. To the extent of any conflict between any provision of these by-laws and the open Meeting Law, the Open Meetings Law, the Open Meetings Law shall prevail and control.

Section 13. Quorum. At all meetings of the Board of Trustees, a majority of the Trustees, represented in person. A quorum is required for the transaction of business of the Academy at all meetings of the Board of Trustees or any committee thereof.

Section 14. Voting. Each member of the Board of Trustees shall be entitled to one vote upon each matter submitted to a vote at meetings of the Board of Trustees. The majority vote of those Trustees present and entitled to vote at a duly organized meeting of the Board of Trustees shall decide any question put to a vote.

Section 15. Resignations. Any Trustee may resign at any time by giving written notice of his or her resignation to Chairperson of the Board of Trusteess. 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.

ARTICLE III

Officers

The Board of Trustees shall elect by majority vote, from among the Trustees, the following officers:

Section 1. 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. The Chairperson of the Board of Trustees shall appoint members of special committees, if any. 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.

Section 2. Secretary. The Secretary shall keep, or cause to be kept, the minutes of all Board of Trustee meetings. He or she shall be custodian of the records. 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.

Section 3. 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. The Treasurer shall disburse the funds of the Academy as may be ordered by the Board of Trustees taking proper vouchers for the disbursements, and shall render to the Chairperson, and the Board of Trustees, 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 of the Academy. The Treasurer will work with Victory Schools to accomplish the aforementioned duties in accordance with the contractually-established delegation of certain such duties to Victory Schools. The Treasurer shall perform such other duties as the Board of Trustees may from time to time prescribe or require.

ARTICLE IV

Standing Committees

Section 1. Executive Committee. An Executive Committee which shall consist of at least five (5) Trustees, one of whom shall be the Chairperson of the Board, who shall also serve as chairperson of the Executive Committee. The other members of the Executive Committee shall be appointed by the Chairperson, subject to the approval of the Board. The Executive Committee shall have all the authority of the Board except as to the following matters:

(i) the filling of vacancies on the Board or on any committee;

(ii) the amendment or repeal of the By-Laws or the adoption of new By-Laws;

(iii) the amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable; and

(iv) the fixing of compensation of the Directors for serving on the Board or any committee.

Section 2. Grievance Committee. The Grievance Committee shall be vested with the responsibility for investigating and reviewing complaints received by the Board of Trustees from the community. The Grievance Committee, which shall consist of at least three (3) Trustees who are not parents, teachers and administrators of the school, shall make non-binding recommendations to the Board of Trustees.

Section 3. Budget and Finance Committee. The Budget and Finance Committee shall review the regular budget and other fiscal reports to be submitted by Victory Schools to the Board of Trustees on a quarterly basis, or at such other times as required by the Board of Trustees. The Treasurer shall be the chairperson of this committee and the committee shall consist of at least three (3) members.

Section 4. Other Committees. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint other standing committees or special committees consisting of at least three Directors with such powers and duties as the Board may prescribe.

ARTICLE V

General Provisions

Section. 1. Fiscal Year. The fiscal year of the Academy shall be from July 1 through June 30.

Section. 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 and standing committees, and such special 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 Act, 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 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 of New York State. 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.

Section. 3. Conflict To the extent there are any conflicts between the terms of the Academy's charter and the terms of these by-laws, the terms of the charter will control.

ARTICLE VI

Amendments

Section 1. Amendments. These By-Laws may be amended, altered or repealed by the Board of Trustees by a three-fourths vote of those Trustees present at a duly organized meeting of the Board of Trustees, provided that those present constitute a quorum.

Exhibit E

Attach the proposed school's policies and procedures for complying with the New York State Freedom of Information Law (Article 6 of the New York Public Officers Law).

Freedom of Information Act (FOIL)

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

1. If the person requesting information is denied access to a record, he or she may, within 30 days, appeal such denial to the principal of the school or his or her designee who shall be someone other than the Records Access Officer.
2. Upon timely receipt of such an appeal, the school will, within 10 business days of the receipt of the appeal, fully explain in writing the reasons for further denial or provide access to the record(s) sought. The school will also forward a copy of the appeal, as well as its ultimate determination, to the Committee on Open Government.
3. In the event appeal is denied, the person requesting the information has standing to bring a proceeding for review of such denial pursuant to Article 78 of the Civil Practice Law and Rules.

The school may deny access to requested records, including that

- such records are specifically exempted from disclosure by state or federal statute;

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- such access would constitute an unwarranted invasion of personal privacy;
- such records, if disclosed, would impair present or imminent contract awards or collective bargaining negotiations;
- such records are trade secrets or are submitted to the school by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of such enterprise;
- such records are compiled for law enforcement purposes and which, if disclosed, would meet the conditions set forth in Public Officers Law §87(2)(e);
- such records, if disclosed, would endanger the life or safety of any person;
- such records are computer access codes;
- such records are inter-agency or intra-agency materials which are not statistical or factual tabulations of data, instructions to staff that affect the public, a final policy or external audits.

The school will maintain (a) a record of the final vote of each trustee in every proceeding in which the trustees vote; (b) a record setting forth the name, public office address, title and salary of every officer or employee of the education corporation; and (c) a reasonably detailed current list, by subject matter, of all records in the education corporation's custody or possession. The school may charge a copying fee for each page requested to be copied. The fee can be no more than the fee allowed by state law.

Exhibit F

Attach the proposed school's policies and procedures for complying with the New York State Open Meetings Law (Article 7 of the New York Public Officers Law).

Open Meeting Laws

Board Meetings

Every meeting of the Board of Trustees of the Academy and committees thereof shall be open to the general public, except when an executive session is called. Reasonable efforts will be made to ensure meetings are held in barrier-free facilities to allow all persons equal opportunity to attend a meeting. A calendar of regular meetings shall be posted at the school in a location that is open to the public. Public notice of the time and place of all meetings scheduled one week in advance shall be conspicuously posted at the school in a location that is open to the public and provided to the news media at least 72 hours in advance. Public notice of the time and place of every other meeting shall be provided to the news media to the extent practicable and shall be conspicuously posted in the school in a location that is open to the public at a reasonable time prior to such meetings.

Conduct of Executive Sessions

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

- matters which will imperil the public safety if disclosed;
- any matter which may disclose the identity of a law enforcement agent or informer;
- information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- discussions regarding proposed, pending or current litigation;

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- collective negotiations pursuant to article fourteen of the civil service law;
- the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- the preparation, grading or administration of examinations; and
- the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value.

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

Minutes

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

Minutes shall be taken at executive session of any action taken by a formal vote, which shall consist of a summary of the final determination of such action and the date and vote thereon. The summary need not include any matter that is not required to be made public by the Freedom of Information Law.

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

Grievances

A person having a grievance against the school for failure to enforce or comply with the Open Meetings Law (Article 7 of the Public Officers Law) may commence a proceeding

pursuant to Article 78 of the Civil Practice Law and Rules and/or an action for declaratory judgment and injunctive relief.

Exemptions

These policies shall not apply to any matter made confidential by applicable federal or state law or judicial or quasi-judicial proceedings.

Exhibit G

Attach a copy of the proposed school's personnel policies. The attached policies should include at least the following information:

- **the procedures for hiring and dismissing school personnel;**
- **the school's qualifications for hiring teachers, school administrators and other employees; and**
- **description of responsibilities**

As per § 2851 (2)(g) of the statute, the hiring and personnel policies and procedures, including the qualifications to be used in the hiring of teachers, school administrators, and other school employees, and a description of staff responsibilities are outlined below.

Hiring

In accordance with § 2854 (3)(a-1) of the statute, the board of trustees will employ all teachers, administrators, and other school personnel. The school will be an equal opportunity employer and will hire the best qualified personnel without regard to race, religion, color, creed, national origin, citizenship, age, sex, marital status or disability.

The board of trustees will give final approval on all hires at the school. Specifically, the board will conduct the initial screening and interviewing of Principal candidates, and will select and hire the Principal.

The hiring process will consist of the following steps:

(1) The school will undertake recruitment efforts, which include advertising for positions in the local newspaper, utilizing professional recruiters, attending career fairs, visiting local universities and informal networking.

(2) Resumes will be collected, compiled, and reviewed for potential candidates' competencies and qualities that are critical to the school's success.

(3) Initial screening of the potential candidate is begun to determine certification and availability.

(4) Interview is conducted to search candidates with outstanding qualities.

(5) Evaluation forms, reference checks, and writing samples are reviewed.

(6) If hired, transcripts and certification are verified and criminal background investigation is done.

Qualifications & Responsibilities

The school will seek to hire an experienced principal and teachers and staff with excellent references and qualifications. The principal's qualifications will include:

- A record of leadership and sound management in a similar educational setting
- Strong interpersonal skills and experience in team-building
- An understanding of the diversity and unique character of the school's community
- A passion for helping students attain high standards
- Consistently exceptional professional evaluations
- Outstanding references from peers, former colleagues, parents, and members of the school community. Certification as an elementary principal is highly preferred.
- Master's degree (M.A.) in an appropriate discipline (e.g. early childhood, general education, social work, psychology)
- At least five years experience in public education or equivalent.

The *principal's* responsibilities include, but are not limited to, the following: (i) monitoring classroom instruction and student achievement; (ii) supervising the health, safety, and behavior students; (iii) supervising and evaluating teachers and staff, including the business manager; (iv) monitoring enrollment; and (v) fostering a strong partnership with parents and the community. The principal will have an *administrative assistant* who will her or him in whatever administrative tasks are needed, including photocopying, phone calls, organizing papers and any other activity requested.

The principal will shape an exceptional *teaching staff*, seeking individuals with (i) a strong undergraduate education; (ii) a passion for helping students attain high standards; (iii) high scores on standardized teachers' exams; (iv) high grade point averages from

high school and college; (v) consistently exceptional professional evaluations; (vi) teaching awards and other professional honors from parent groups, local businesses, and educational partnerships; and (vii) outstanding references from peers, former students, and parents.

The *classroom teacher's* responsibilities include, but are not limited to, the following: (i) creating a classroom environment conducive to optimizing teaching and learning; (ii) supervising the health, safety, and behavior students; (iii) teach the curriculum as aligned with New York State Performance Standards; and (iv) interact with students, parents and colleagues in a professional, positive and inspiring manner.

Specialist Teachers will be responsible for implementing the music, visual art, and foreign language programs. They will create a classroom environment conducive to optimizing teaching and learning.

Special Education Teacher/Coordinator will provide direct special education services to students and will work with teachers, Principal, parents and CSEs to implement, and monitor Individualized Education Plans (IEPs).

Title 1 Teacher will be responsible for designing and implementing the Title I Program and remediation for students falling behind in any aspect of curriculum.

Paraprofessionals will assist the teaching staff to create a classroom environment conducive to optimizing teaching and learning. Paraprofessionals will be highly qualified with an associate's degree complying with NCLB requirements.

To ensure that the principal has ample time during the school day to focus on education, the *business manager* is expected to have a formal accounting or business training, sincere commitment to education, and a strong references and relevant work experience. He or she will be responsible for all financial and business affairs oversight from the Principal and support from Victory Schools. . The business manager's responsibilities

include, but are not limited to the following: (i) managing the operating budget; (ii) maintaining financial records; (iii) supervising maintenance staff; (iv) procurement; (v) general business administrative duties; and (vi) overseeing food service and student transportation. *Maintenance staff* will be responsible for maintaining the school facility.

School Personnel and Management Evaluation

Since the school's curriculum will establish specific, measurable goals for student learning in each grade, teacher performance standards will include specific expectations for student progress during the school year as measured through periodic assessments. A poorly performing teacher will be provided every opportunity to improve her or his efficacy in the classroom, in conjunction with mentor teachers, outside consultants and the principal. But if the failure is not corrected, the teacher will be dismissed. Similarly, if the principal or business manager consistently fails to perform, he or she will be dismissed. In this regard, the school will live by the same practical realities as every other successful organization in a free market economy, and will deliver a higher quality of education as a result.

Certified Teachers

In accordance with § 2854(3)(a-1) of the statue, the Academy's teaching staff will not include more than 30% or five teachers, whichever is less, without certification. Any such non-certified teachers shall fulfill the requirements set forth in Education Law §2854(3)(a-1) and shall be 'subject based competent' in accordance with the federal *No Child Left Behind* law.

Please find below job descriptions for the principal, business manager, administrative assistant, classroom teacher, specialist teacher, Title 1 teacher, special education teacher/coordinator, paraprofessional, and maintenance.

Job Descriptions

School Operations Team

Principal:

Major Responsibilities

- Overall responsibility for the educational, financial and operational performance of the school
- Recruit, select and hire all staff.
- Supervise, evaluate, and dismiss all staff.
- Responsible for day-to-day operations, including personnel, business administration, and general operating processes, with support from Victory.
- Responsible for managing all aspects of starting-up the school, with support from Victory.

  -Enrolling students, hiring staff, providing training; procuring curriculum materials, books and classroom computers.
- Monitoring classroom instruction and student achievement
- Direct and monitor educational progress at the school
- Supervise the health, safety, and behavior of students
- Interact with parents, community and all other groups as representative of the school

Duties

- Communicate school vision to staff, parents, Board and community
- Oversee Teachers and Paraprofessionals, including their instruction, behavior, and performance
- Oversee the Business Manager and the Administrative Assistant
- Recruit and interview new staff
- Evaluate and assess teaching staff
- Focus school program on high student expectations and high student achievement
- Monitor the instructional and social progress of students at the school, and make or propose changes where necessary
- Hold demonstration lessons as part of staff development
- Build faculty and staff into a team
- Supervise the health and safety of students
- Ensure the collection and maintenance of student documents and records relevant to their health, safety, and academic progress
- Guide, monitor, and manage the behavior of students. Articulate and implement a clear discipline policy, understood by faculty and staff, students and parents. Meet with parents to enforce the policy and improve student behavior.
- Ensure compliance with all relevant local, state, and federal laws

- Interact with parents, to communicate information, respond to concerns, and generally represent the school
- Work in collaboration with the PTO
- Implement appropriate behavior management system
- Represent the school in relations with the community as a whole, the press, educational organizations, federal, state, and local organizations, and politicians
- Network with community-based organizations and educational groups on innovations that can benefit the school
- Report to the board.

Qualifications

- A record of leadership and sound management in a similar educational setting
- Strong interpersonal skills and experience in team-building
- An understanding of the diversity and unique character of the school's community
- A passion for helping students attain high standards
- Consistently exceptional professional evaluations
- Outstanding references from peers, former colleagues, parents, and members of the school community
- Master's degree (M.A.) in an appropriate discipline (e.g. early childhood, general education, social work, psychology)
- At least five years experience in public education or equivalent.

Hours and Benefits

- As a general rule, the Principal should arrive at school by 7:30 am and leave no earlier than 4:30 pm. He or she should be available to arrive earlier or stay later if necessary, in the event of an emergency, or just to complete the job requirements in a satisfactory manner.
- The Principal will receive the same benefit plan as other school employees. The Principal will receive the same holiday and school year vacations as other employees, but his or her summer vacation policy will be determined as part of the overall compensation package.

Business Manager:

Major Responsibilities

- This position is primarily responsible for the overall management of the facility in conjunction with the Principal. These responsibilities include tasks related to staff, maintenance, food service, transportation and general operations, as well as the business functions of the school, including procurement, service contracts, and human resource management.
- Directly manage the school budget including expenditures, collection of funds, deposits, recording keeping, and any other relevant financial information.
- Assist the Principal with all projects and activities that create a successful school environment.

Duties

- Oversee the facility, including utilities, telecommunications, maintenance, custodial, repairs and renovations, security and landlord relationships.
- Manage human resources related to maintenance, custodial and security, food service.
- Manage service contracts and vendor relationships including but not limited to; food service, transportation, photocopying, etc.
- Coordinate purchasing, delivery and inventory of all goods used by the school. Tasks include insuring proper order, receipt, invoice and processing for payment, by maintaining appropriate relationship with Victory Schools.
- Prepare and submit in a timely manner payroll data for processing at Victory Schools with the appropriate backup information filed at the school. Additional duties will include collecting and processing all relevant personnel information for hiring, terminations, over-time, benefits administration, etc.
- Establish and maintain petty cash account records along with any cash disbursements or receipts.
- Manage data related to student and staff attendance, enrollment, health files, fire drill records, emergency procedures, bus drill procedures, and other data requested by the overseeing agencies.
- Assist the Principal in attaining substitute teachers, cooperating teachers and additional personnel as needed.
- Assist in supervision of busing and direct personnel to proper assignments.
- Assist in the supervision of services to students.

- Coordinate projects and activities as requested by the Principal.
- Function as back up for Principal as the need arises.
- Report to the Principal
- Management for procurement, human resource management, budgeting, facilities and other relevant items.

Qualifications

- Formal accounting or business training
- Sincere commitment to education
- Strong references
- Bachelor's degree (B.A.) or relevant work experience
- Fingerprint clearance

Hours and Benefits

- The Business Manager will work a minimum of an eight-hour day, with specific hours determined by the Principal and the Business Manager in order to accomplish the duties effectively. The Business Manager should be available before the start of school and able to remain later in the day as the needs direct. The Business Manager must be available, given appropriate notice, to attend late afternoon and evening meetings as appropriate to the functioning of the school.
- The position is a 10.5 months position with the possibility for summer work depending on the needs of the school. In addition, the Business Manager will follow the school calendar for holidays and vacations. The Business Manager will follow the same benefit plan as other school employees.

Administrative Assistant:

Major Responsibilities

- Assist the principal in all administrative duties
- Interact with parents, students, staff, and visitors
- Maintain an organized central office space
- Undertake additional tasks as needed to ensure that the school functions smoothly

Duties

- Answer telephone, record incoming calls, answer or direct inquiries, relay internal messages, and retrieve messages recorded on the voicemail system. Coordinate with security concerning visitors, parents, and late-arriving students. Greet, assist, and direct visitors. Schedule appointments. Occasionally supervise students awaiting the Principal's attention. Since these students may have medical or discipline problems, the AA must be able to safeguard them while attending to the phone and visitors at the desk.
- Maintain student records, process correspondence, and file all official communication
- Assist Principal in whatever administrative tasks are needed, including photocopying, phone calls, organizing papers and any other activity requested
- As directed by Principal, substitute in other roles around the school as necessary. These could include loading or unloading school buses, serving breakfast or lunch to students, taking students to the park, or any other task of the school.
- On a daily basis, collect attendance from teachers every morning, and call absent students to investigate the reason for the absence.
- Report to Principal

Qualifications

- High school diploma
- Relevant work experience with good references
- No prior criminal record

Hours and Benefits

- The AA will arrive by 7:40 am every morning, and leave no earlier than 6:00 pm every afternoon. Punctuality is extremely important, since parents begin dropping off their children at 7:45 am and are waiting by the reception desk from that time forward.
- The AA will have the same holidays and vacations as the school staff, except that he or she will be expected to work up to two weeks after the close of school, and up to two weeks before the opening of school. The AA will receive the same benefit package as other school employees.

Classroom Teacher:

Major Responsibilities

- Create a classroom environment conducive to optimizing teaching and learning
- Manage classroom administration, data collection and record keeping
- Maintain positive communication with parents
- Supervise Paraprofessionals
- Contribute to the school outside the classroom
- Interact with students, parents and colleagues in a professional, positive and inspiring manner

Duties:

- Implement a behavior management system to guide student behavior. Make changes and seek out guidance as needed to manage behavior successfully.
- Follow the discipline policy and system as articulated by the Principal and enforce guidelines at all times, in all places, with all students
- Recognize and encourage positive behavior
- Supervise the health, safety and welfare of students at all times. Bring all significant information relevant to health, safety and welfare to the immediate attention of the Principal.
- Teach the curriculum. Work with the Principal, the school-based staff developer and Victory staff and consultants to understand and use the program as it is intended. Prepare for class on a daily basis.
- Teach the curriculum as aligned with New York State Performance Standards. Work with the Principal, the school-based staff developer, Victory staff and consultants to use the past lessons, the performance standards and staff development sessions to design and deliver outstanding lessons. Use assessments for measuring student progress on a regular basis. Archive all lessons and assessments on school database.
- Design additional challenges for gifted and talented students, including extra projects, small group work and independent work
- Design additional remediation for students falling behind in any aspect of the curriculum. Identify students with specific issues and work with Principal and school-based staff developers to address their needs.
- Work with Special Education Teachers/Coordinator(s). Work with specialists contracted to service students with special needs inside the classroom, as they pull students aside or out for specific services.
- Manage administration of the classroom, including marking daily attendance and lateness, checking notebooks, checking homework, making photocopies, displaying student work, completing meal tracking forms, helping to maintain a clean physical classroom environment, as well as any other administrative aspect of teaching.
- Organize classroom – including furniture, materials, and visual aids - in an educationally appropriate way

- Record each student's progress through both monitoring forms and marking book. Prepare progress reports (5 times per year) and report cards (3 times per year), and arrange and conduct Parent-Teacher Conferences (2 times per year).
- Work to incorporate students' parents in the learning process. Keep parents apprised of student's progress, attitude and behavior. Keep scheduled appointments and be accessible to parents when they have questions.
- Work with and oversee Paraprofessionals as indicated by Principal.
- Interact with Professionals, other Classroom Teachers, the Principal and other school faculty and staff in a professional and cooperative manner. Treat colleagues with respect. Mentor new staff as needed and work as an excellent team member with others in the school.
- Attend, contribute and listen effectively in meetings and conferences
- As requested by Principal, be ready to help with other special needs of the school, including, but not limited to: substituting in other classrooms; preparing or supervising school celebrations; monitoring school trips; accompanying students to hospital in an emergency; overseeing testing; preparing test documents; helping with school administrative work; helping with loading and unloading school buses; and/or other tasks as needed.
- Be ready to participate in an important and entrepreneurial undertaking
- Interact with students in a firm, positive and constructive way at all times
- Interact with parents in a professional and gracious manner at all times
- Engage in conversation and behavior that uplifts and guides children
- Report to Principal

Qualifications

- Strong undergraduate education
- A passion for helping students attain high standards
- High scores on standardized teachers' exams
- High grade point averages from high school and college
- Consistently exceptional professional evaluations
- Outstanding references from peers, former students, and parents
- Certification (preferred) or highly qualified status in accordance with NCLB requirements
- A minimum Bachelor's degree (B.A.), working towards certification

Hours and Benefits

- Arrive at school by 7:40 am every morning and leave after 4:00 pm. Take one half hour for lunch at designated time.
- Be available for weekly staff meetings, which may occur outside of school hours and will be announced in advance by the Principal. The teachers will follow the academic calendar for vacations and holidays (except where noted) and will receive the same benefits as other school employees.

Specialist Teacher (Music, Visual Arts, Foreign Language):

Major Responsibilities

- Create a classroom environment conducive to optimizing teaching and learning
- Manage classroom administration, data collection and record keeping
- Maintain positive communication with parents
- Contribute to the school outside the classroom
- Interact with students, parents and colleagues in a professional, positive and inspiring manner

Duties

- Implement the Classroom Teacher's behavior management system to guide student behavior. Make changes and seek out guidance as needed to manage behavior successfully.
- Enforce the school's code of conduct and system as articulated by the Principal and enforce guidelines at all times, in all places, with all students
- Recognize and encourage positive behavior
- Supervise the health, safety and welfare of students at all times. Bring all significant information relevant to health, safety and welfare to the immediate attention of the Principal.
- Teach the curriculum. Work with the Principal, the school-based staff developer and Victory staff and consultants to understand and use the program as it is intended. Prepare for class on a daily basis.
- Work with the Principal, the school-based staff developer, Victory staff and consultants to design and deliver outstanding lessons. Archive all lessons and assessments on school database.
- Manage administration of the classroom, checking notebooks, checking homework, making photocopies, helping to maintain a clean physical classroom environment, as well as any other administrative aspect of teaching.
- Record each student's progress through both monitoring forms and marking book. Prepare progress reports (5 times per year) and report cards (3 times per year), and participate in Parent-Teacher Conferences (2 times per year).
- Work to incorporate students' parents in the learning process. Keep parents apprised of student's progress, attitude and behavior. Keep scheduled appointments and be accessible to parents when they have questions.
- As requested by Principal, be ready to help with other special needs of the school, including, but not limited to: preparing or supervising school celebrations; monitoring school trips; accompanying students to hospital in an emergency; overseeing testing; preparing test documents; helping with school administrative work; helping with loading and unloading school buses; and/or other tasks as needed.
- Be ready to participate in an important and entrepreneurial undertaking
- Interact with students in a firm, positive and constructive way at all times
- Interact with parents in a professional and gracious manner at all times
- Engage in conversation and behavior that uplifts and guides children

- Report to Principal

Qualifications

- Strong undergraduate education
- A passion for helping students attain high standards
- High scores on standardized teachers' exams
- High grade point averages from high school and college
- Consistently exceptional professional evaluations
- Outstanding references from peers, former students, and parents
- Experience in teaching music, visual art, or foreign language
- A minimum Bachelor's degree (B.A.)

Hours and Benefits

- Arrive at school by 7:40 am every morning and leave after 4:00 pm. Take one half hour for lunch at designated time.
- Be available for weekly staff meetings, which may occur outside of school hours and will be announced in advance by the Principal. The teachers will follow the academic calendar for vacations and holidays (except where noted) and will receive the same benefits as other school employees.

Title I Teacher:

Major Responsibilities:

- Responsible for designing and implementing Title I Program and creating a classroom environment conducive to optimizing teaching and learning.

Instructional

- Develop phonemic awareness.
- Teach writing skills using appropriate curriculum materials
- Develop reading comprehension
- Develop math skills
- Teach writing skills using appropriate curriculum materials

Testing

- Screen students for Title I eligibility using appropriate measures (eg. State Assessments, ITBS, classroom teacher performance assessments/observations, etc).
- Give and score individually administered pre/post tests (e.g. PIAT, etc.)

Parent Outreach

- Interact with parents in a professional manner at all times.
- Work to incorporate students' parents in the learning process.
- Keep scheduled appointments and be accessible to parents when they have questions.
- Facilitate parent workshops at least quarterly.

Progress Reports

- Maintain tracking forms on daily basis and submit them to the school-based staff developer at the end of the week.
- Archive all lessons and assessments on school database.
- Design additional remediation for students falling behind in any aspect of curriculum.
- Record each student's progress through both monitoring forms and marking book.
- Prepare input into classroom Teacher progress reports (4 times per year) and report cards (4 times per year).
- Keep parents apprised of student's progress, attitude and behavior.

Communication with Staff

- Interact with Paraprofessionals and Classroom Teachers, the Principal and other school faculty and staff in a professional and cooperative manner.
- Mentor new staff as needed
- Work as a team member with others in the school.
- Facilitate informal meetings between teachers and support staff.
- Assist as requested by Principal with other special needs of the school.

Qualifications:

- NYS Certification in K-5
- Previous Title I experience desirable
- Interpersonal skills, etc
- Knowledge of ESEA Law (NCLB) desirable

Special Education Teacher/Coordinator:

Major Responsibilities:

- Provide direct special education services to students
- Work with teachers, Principal, parents and CSEs to implement, and monitor Individualized Education Plans (IEPs)
- Work with Principal, management, and other staff to build a successful school

Duties:

- Work with special education students directly to meet the requirements of their Individualized Education Plan, and to address other educational needs
- Follow the discipline policy and system as articulated by the Principal, and enforce guidelines at all times, in all places, with all students.
- Recognize and encourage positive behavior
- Supervise the health, safety and welfare of students at all times
- Bring all significant information relevant to health, safety, and welfare to the immediate attention of the Principal
- Work with students in various stages of the discipline system to improve their behavior and understanding of the rules
- Work with teachers to model, explain, and support special education. Help teachers to make modifications and adaptations to the curriculum and instructional program for children in accordance with their IEPs.
- Manage referrals to the appropriate Committee on Special Education, and coordinate the CSE meeting for each child
- Arrange for and attend conferences with parent as appropriate
- Locate, interview, and arrange for the contracting of special education contracted services, as required by students' IEPs.
- Ensure compliance between a student's IEP and the school's services
- Maintain a special education file containing all documentation concerning compliance and provision of services
- Know and understand all relevant state and federal special education regulations
- Interact with Principal, and other school faculty and staff in a professional and cooperative manner. Treat colleagues with respect, mentor new staff as needed, and work as an excellent team member with others in the school.
- Contribute and listen effectively in meetings and conferences
- Interact with students in a firm, positive, and constructive way at all times
- Interact with parents in a professional and gracious manner at all times
- Engage in conversation and behavior that uplifts and guides children
- Report to Principal

Qualifications

- State certified with a Master's degree (M.A.)

Hours and Benefits

- Arrive at school by 7:40 am every morning, and leave after 4:00 pm. Take one half hour for lunch at designated time.
- Be available for weekly staff meetings, which may occur outside of school hours and will be announced in advance by the Principal. The Special Education Teacher/Coordinator will follow the academic calendar for vacations and holidays (except where noted) and will receive the same benefits as other school employees.

Paraprofessional:

Major Responsibilities & Duties:

- Assist the teaching staff to create a classroom environment conducive to optimizing teaching and learning
- Assist the teaching staff with administration, data collection and record keeping
- Escort and monitor children during lunch
- Escort and monitor children during bus duty
- Contribute to the school outside the classroom
- Interact with students, parents and colleagues in a professional, positive and inspiring manner
- Report to the teaching staff

Qualifications

- Associate's degree complying with NCLB requirements

Maintenance:

Major Responsibilities

- Maintain a clean school facility

Duties

General maintenance of the facility

- Cleaning, moping, dusting and stripping, waxing hallways, classrooms, bathrooms, staircases, windows, kitchens, gathering areas, etc.
    - Empty trash and wash garbage receptacles
    - Routine maintenance of breezeways and storage areas
    - Regular maintenance of sidewalk areas, including snow removal during inclement weather
- Assist with shipping and receiving
- Secure, protect and insure the proper usage of and maintain inventories of all equipment. A monthly supply list should be forwarded to the business manager for the ordering of all perishable and non-perishable supplies
- Light moving, painting, and carpentry
- Assisting with assembly and set up during board or parent meetings and special events
- Open and close the facility or provide access to classrooms or offices as necessary

Qualifications

- High school diploma or equivalent
- Prior maintenance experience, preferably in a school

Hours/Benefits/Expectations

- 12 month position
- Normal working hours of 6:30 AM – 3:30 PM or 10:00 AM – 7:00 PM during school year
- Normal working hours of 8:00 AM – 4:00 PM during summer months
- All maintenance personnel must wear uniforms
- Building, erecting, constructing, plumbing, electrical, and heavy moving or lifting, are not considered a part of the "regular duties" and will be dealt with on an additional duty arrangement. Things beyond the normal scope of duties are possible for maintenance personnel to perform, providing that the quality of craftsmanship and financial feasibility is compatible with that of market grade professionals.