

HARLEM VILLAGE ACADEMY CHARTER SCHOOL

FINAL CHARTERED AGREEMENT

Section 2852(5) Submission to the Board of Regents

Volume 1 of 3

REDACTED APPLICATION



EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL

This Instrument Witnesseth That the Board of Regents for and on behalf of the Education Department of the State of New York at their meeting of September 13, 2002,

Voted, that

A charter valid for a term of five years is granted to East Harlem Village Academy Charter School pursuant to Article 56 of the Education Law and in accordance with the attached charter agreement between Eva De La O, on behalf of East Harlem Village Academy Charter School, and the Board of Trustees of the State University of New York.



Granted, September 13, 2002, by the Board of Regents of The University of the State of New York, for and on behalf of the State Education Department, and executed under the seal of said University and recorded as Number 090.

Chancellor

President of the University and Commissioner of Education

Charter Schools Institute Charter Schools Unit State University of New York

9 2002 SEP

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

lames D. Merriman IV Executive Director

September 9, 2002

Ms. Shelia Evans-Tranumn Associate Commissioner Office of New York City School and Community Services New York State Education Department 55 Hanson Place Brooklyn, NY 11217

Dear Ms. Evans-Tranumn:

In response to your further request for clarification and amendment to the application for the East Harlem Village Academy Charter School, the Charter Schools Institute submits the following:

- A cover letter from the applicant, Eva de la O, dated September 9, 2002. The Applicant Cover Letter itemizes each of the Department's two remaining concerns and attaches amended sections of the application.
- Certain revised pages of the charter application, attached to the Applicant Cover Letter. Consistent with Institute practice, where the applicant has made an amendment to a section of the charter application, the entire revised section has been provided. Accordingly, the Department (after reviewing that section) should insert the revised sections into the charter application, discarding in their entirety the sections that have been replaced.
- The instant letter from the Institute (the "Institute Response"). The Institute Response also itemizes in numerical order each of the Department's two remaining requests for clarification and summarizes the response. As with Applicant Cover Letter, it indicates the nature of the response, e.g., applicant has made the requested amendment. In a number of cases, the Institute has advised the applicant not to make the requested changes.

Item 1

The applicant has provided the assurance requested in a revised Attachment 14, which the applicant has attached to the Applicant Cover Letter.

Item 2

The applicant has provided the assurance requested in a revised Attachment 19, which the applicant has attached to the Applicant Cover Letter.

Please note that by its signature below the Institute approves of the revisions submitted by the applicant in response to the Department's comments and attests that these "Attachments" or "Exhibits" are hereby incorporated into the proposed charter between the applicant and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. Moreover, the Attachments and Exhibits submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void

Should you have any question or concerns please do not hesitate to contact my office. Thank you.

Sincerely,

James D. Merriman IV
Executive Director

Enclosures

Cc: Eva de la O

Ira Schwartz

VIA FEDERAL EXPRESS

Mr. James D. Merriman IV Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, NY 12207

Re: Charter School Application for the

East Harlem Village Academy Charter School

Dear Mr. Merriman:

In response to the requests from the State Education Department of September 6, 2002 seeking additional amendment of the application for the East Harlem Village Academy Charter School, we submit the following amendments to the application.

Responses to September 6, 2002 requests.

- 1. A revised Attachment 14 is submitted hereto.
- 2 A revised Attachment 19 is submitted hereto.

Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the East Harlem Village Academy Charter School, I, by my signature below, hereby give my consent and agreement that such enclosed amended "Attachments" shall be incorporated into the proposed charter between me and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. I further agree and consent that the Attachments submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments, which such previous versions are and shall be null and void.

Sincerely,

Eva de la 0

Applicant

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CHARTER SCHOOLS INSTITUTE

Enclosures

SEP 5 2002



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

September 4, 2002

James D. Merriman IV Executive Director

Shelia Evans-Tranumn Associate Commissioner Office of New York City School and Community Services New York State Education Department 55 Hanson Place Brooklyn, New York 11217

Dear Ms. Evans-Tranumn:

In response to your request for additional clarification regarding the application for the East Harlem Village Academy Charter School, the Charter Schools Institute provides the following.

- A cover letter from the applicant, Eva de La O, dated September 4, 2002 (the "Applicant Cover Letter"). The Applicant Cover Letter itemizes each of the Department's concerns in numerical order. Where the applicant has made amendments to the charter application, the letter so notes and directs the reader to those pages. Where the applicant has declined to make either recommended or required changes, the letter so notes and either provides explanation or directs the reader to the Institute's comments.
- Certain revised sections of the charter application, attached to the Applicant Cover Letter. Consistent with Institute practice, where the applicant has made an amendment to a section of the charter application, the entire revised section has been provided. Accordingly, the Department (after reviewing that section) should insert the revised sections into the charter application, discarding in their entirety the sections that have been replaced.
- The instant letter from the Institute (the "Institute Response"). The Institute Response also itemizes in numerical order each of the Department's requests for clarification and summarizes the response. As with the Applicant Cover Letter, it indicates the nature of the response, e.g., applicant has made the requested amendment. In a number of cases, the Institute has advised the applicant not to make the requested change.

The Institute's comments on the Request for Additional Clarification follow below.

Item 1

The Department's response raises novel issues of law that require research and review. It may also require the guidance of the United States Department of Education as to the argument made regarding No Child Left Behind. These complex issues cannot be resolved within the time-frame presented by the Charter Schools Act. Therefore, the Institute has advised the applicant not to provide the assurance requested. Of course, if it is determined that the Department's position is correct, the proposed school, by law, would be required to provide the instruction in all learning standards established by the Board of Regents. An assurance is therefore unnecessary.

Item 2

The proposed school will determine at a later time which science course it will offer. However, we note that the school leadership has provided in the application a substantial outline for Living Environment and Physical Setting. The applicant has also provided in the Applicant Cover Letter an assurance that science courses will be aligned with the appropriate Core Curriculum, although such assurance was previously provided at Attachment 15(a)-1. All newly admitted students will have their transcripts evaluated and will be placed in appropriate courses, as is done in district public schools. It is not anticipated, however, that the school will offer more than one science course each year.

Item 3

As the schedules make clear, these are merely sample schedules. The Institute does not require applicants to provide the actual schedules, as it is inevitable that the schedules will change over time. Lab times will be inserted into the schedule as necessary and appropriate. In this regard, we note that the applicant has provided an assurance that it will provide science labs consistent with the prerequisites for the administration of the Regents science examination.

Item 4

The applicant has provided additional information regarding the Village Academy Network (VAN) in the Applicant Cover Letter and responded to the specific requests of the Department. In addition, under separate cover, VAN is sending a copy of its 501(c)3 application to your office in New York City (with additional copies to the Department's Albany office). Based on its review, the Institute does not believe that the school's proposed arrangement with VAN creates any question as to the school's independence or fiscal soundness.

Item 5

The Institute agrees with the Department (which raises this particular objection for the first time) that a complainant may not be required to take all the steps in the complaint policy prior to making an appeal to the State University Trustees. As such, the applicant has added the following to the complaint policy contained in Attachment 39: "Individuals or entities making a complaint have the right to appeal any determination of a decision maker (if not satisfied) to the State University Trustees. Complainants need not wait until the appeal avenues offered by the school are exhausted to file with the State University Trustees."

The Institute will consider ripe any complaint appealed to it as to which the school has issued some decision.

Item 6

For the reasons set forth in our letter to you of August 19, 2002, the Institute has advised the applicant not to provide the information requested. The Institute reiterates its hope that the Department will work with the school (if chartered) to assist the school in having an LEP program in place that will meet the requirements of the law and the needs of any LEP students enrolled at the charter school.

Item 7

In the revised Attachment 15(a), the applicant committed to administering any and all assessments required by state or federal law. The provision of alternative assessments or regular assessments (as the IEP directs) is encompassed by that statement. Therefore, on the advice of the Institute, and as an additional assurance would be superfluous, the requested revision has not been made.

Item 8

The applicant has submitted a revised Attachment 18(a)-3 that eliminates the bullet point at issue.

Item 9

The applicant has made the revision requested to Attachment 18(a).

Item 10

The applicant has revised Attachment 18(a) to clarify that each teacher will be informed of his or her specific responsibilities related to implementing the child's IEP

Item 11

For the reasons set forth in our August 19 Letter, the Institute has advised the applicant not to provide the information requested. The Department's own careful (and in many respects helpful) analysis of the budget belies the need for further assurances. The Institute continues

to believe that the best measure of fiscal soundness is a review by those acquainted with school budgets, such as the Institute and the Department provide. An opinion from an accountant (who may have no experience in this area) merely provides the appearance of soundness, but will do nothing to enhance the actual information available to the reviewer.

Item 12

The applicant has previously provided the information requested. Please review Attachment 44, pages 6 through 12 (start-up fund commitment letters), Attachment 46-2 (information regarding grant funds), and Attachment 47-4 (commitment letter from VAN). In regards to grants, please also review our letter to you of August 19, 2002 as well as the Applicant Cover Letter of August 16.

Item 13

The applicant has provided a clarifying statement in the Applicant Cover Letter.

Please note that by its signature below the Institute approves of the revisions submitted by the applicant in response to the Department's comments and attests that these "Attachments" and "Exhibits" are hereby incorporated into the proposed charter between the applicant and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. Moreover, the Attachments and Exhibits submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void

Should you have any question or concerns please do not hesitate to contact my office. Thank you.

Sincerely,

James D. Merriman IV Executive Director

Enclosures

c: Eva de La O Ira Schwartz

September 4, 2002

VIA FEDERAL EXPRESS

Mr. James D. Merriman IV Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, NY 12207

Re: Charter School Application for the

East Harlem Village Academy Charter School

Dear Mr. Merriman:

In response to the letter from the State Education Department, dated August 28, 2002 seeking additional clarification or amendment of the application for the East Harlem Village Academy Charter School, we submit the following responses or amendments to the application. Pursuant to the Institute's advice and recommendation, we have responded only to certain items.

Responses to August 28 2002 letter.

- 1. Please refer to the Institute's response to this item.
- 2. Please refer to the Institute's response to this item. Also please note that science courses will be aligned with the appropriate core curriculum guide.
- 3. Please refer to the Institute's response to this item.
- 4. Village Academies Network ("VAN") is a newly formed non-profit "Friends Of" organization, whose purpose is to provide financial resources and pro bono support in order to enhance the effectiveness of the two proposed Village Academy charter schools. The following should serve to clarify any questions regarding VAN, and the two proposed charter schools that VAN has been established to support.
 - Fiscal solvency and independence of the proposed charter school. The proposed East Harlem Village Academy Charter School is financially

independent of VAN and has been designed to function in a financially sound manner as an individual school. The school's budget contains sufficient allocations for appropriate expenses associated with planning, starting and operating a charter school. This includes salaries and benefits, professional services, educational services and supplies, and facility costs. Philanthropic funding secured to date, which has already been committed, is sufficient to cover all expenses related to planning, start-up and initial operating deficit of the school.

- Added value nature of services provided by V.A. Network. The services that East Harlem Village Academy Charter School anticipates receiving from the Village Academies Network are added value services. While it is anticipated that this will enhance the school's effectiveness, it is important to note that: 1) the school is designed to function in an educationally sound manner, independent of VAN services, and 2) these services are above and beyond the appropriate and sufficient budget for starting and operating a charter school.
- Exclusive governance of the proposed charter school. The proposed East Harlem Village Academy Charter School is structured in the same manner as every New York State charter school, i.e. governed by an independent Board of Trustees, which is responsible for hiring and may at any time replace the Executive Director of the school. The V.A. Network has no role in governing the school, as is explicitly clear from all documents and exhibits that have been carefully reviewed and approved by the Charter Schools Institute (e.g. by-laws, role and responsibility of board, code of ethics, etc.). As set forth in the charter, the majority of members of the Board of Trustees of the East Harlem Village Academy Charter School may not be affiliated with any single entity* this includes VAN. (*except, of course, another charter school)
- Non-profit nature of V.A. Network. The V.A. Network is a non-profit organization that will not receive funds from the East Harlem Village Academy Charter School.

Regarding the specific information requested, please note:

- a. VAN anticipates having its first prepared and audited financial statement ready in time for the first required tax filing deadline, but has not yet had an opportunity to complete preparation of its first financial statement.
- b. VAN directors include Dr. Deborah Kenny, Catherine Viscardi Johnston, and Harriet Mouchly Weiss, VAN anticipates adding board members over the course of the coming year. Currently VAN's only employee is Deborah Kenny, although it has commissioned services from various consultants to help in the planning and development of the two proposed Village Academy Charter School applications. VAN's advisory board members (who have no governance authority whatsoever, but serve as pro bono advisors only) include:

- Dr. Vincent J. Fontana, M.D. Pediatrician-in-Chief, NY Foundling Hospital. Chairman, NYC Mayor's Task Force on Child Abuse and Neglect.
- Dr. James H. Johnson, Jr. Distinguished Professor, University of North Carolina. Director, Urban Investment Strategies Center.
- Dr. Arthur Levine. President, Teachers College-Columbia University.
- Bruce Seide. Former President, Weekly Reader. Vice Chairman U.S. Committee for UNICEF.
- Dr. Don Shalvey. Chief Executive Officer, Aspire Public Schools.
- Dr. Tony Wagner Director, Change Leadership Group, Harvard School of Education.
- c. VAN has not yet established a conflict of interest policy.
- d. VAN's recent application for 501(c) (3) status will be forwarded under separate cover from VAN to the State Education Department. Other than acknowledgement of receipt, there has not yet been a response from the IRS.
- 5. A revised Attachment 39 (complaint policy) is submitted hereto.
- 6. Please refer to the Institute's response to this item.
- 7. Please refer to the Institute's response to this item.
- 8. A revised Attachment 18(a) is submitted hereto.
- 9. A revised Attachment 18(a) is submitted hereto.
- 10. A revised Attachment 18(a) is submitted hereto.
- 11. Please refer to the Institute's response to this item.
- 12. Please note that this information has already been provided. The only grant secured to date has been the major start-up grant from the Bill and Melinda Gates Foundation.
- 13. The assumptions in the budget regarding the cost for a school facility were developed based on a variety of factors, including the current real estate market, past experience of New York charter schools, relationships with real estate developers, and new and innovative developments at the national as well as New York level in charter facility development. A variety of scenarios and opportunities that are being pursued, such as landlords that own storage facility space (or other below-market space) who are willing to renovate and convert one floor per year for a charter school to rent.

Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the East Harlem Village Academy Charter School, I, by my signature below, hereby give my consent and agreement that such enclosed amended "Attachments" or "Exhibits" shall be incorporated into the proposed charter between me and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. I further agree and consent that the Attachments and Exhibits submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void.

Sincerely,

Eva de la O

Applicant

Enclosures







Charter Schools Institute State University of New York

FACSIMILE

Charter Schools Unit

DATE: 9-5-02

NUMBER OF PAGES (INCLUDING COVER SHEET): 2

PLEASE DELIVER TO:

Ira Schwartz and Darlene Mengel

COMPANY/DEPARTMENT:

SED

FAX NUMBER:

718-722-4559 and 518-474-3209

FROM:

Jill Shahen, Director of Operations 74 North Pearl Street, 4th Floor Albany, New York 12207 Telephone: (518) 433-8277

Fax: (518) 427-6510

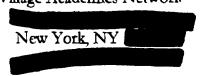
NOTES: Ira and Darlene, Attached is a letter from the applicant Deborah Kenny which was just received in our office this morning. Please consider this part of their submission. Thank you and sorry for any confusion.

If fax not received in entirety please call the above telephone number.

This facsimile transmission may contain confidential or privileged information that is intended only for use by the individual or entity to which the transmission is addressed. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, copying or distribution of this transmission is strictly prohibited. If you have received this transmission in error, please notify us by telephone immediately, at the above listed number, so that we may arrange for the return of the documents to us at no cost to you.

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Village Academies Network



Charter [6]

\$1P : 2002

September 4, 2002

Mr. James D. Merriman IV Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, NY 12207

Dear Mr. Merriman:

We are writing to confirm that the Village Academies Network is committed to providing the necessary philanthropic funding required to support the start-up and initial operating deficits of the proposed East Harlem Village Academy Charter School and the East New York Village Academy Charter School, regardless of whether the Executive Director of VAN is replaced.

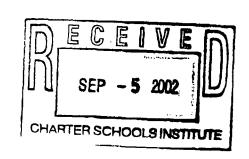
Please feel free to contact us should there be any further questions.

Thank you.

Sincerely,

Deborah Kenny

REDACTED





THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Office for Elementary, Middle, Secondary and Continuing Education
Office of New York City School and Community Services

Office of the Associate Commissioner 55 Hanson Place, Brooklyn New York 11217 Telephone: (718) 722-2796 Fax: (718) 722-4559

Charter Schools Unit

SEP 3 2002

August 28, 2002

Mr. James Merriman, Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, New York 12207

Dear Mr. Merriman:

The Charter School Review Panel has reviewed the proposed charter for the East Harlem Village Academy Charter School. As Associate Commissioner Shelia Evans-Tranumn is currently out of the State, I am writing on her behalf to inform you that the Charter School Review Panel has reviewed the proposed revised charter for the East Harlem Village Academy Charter School, submitted August 19, 2002. The panel concluded that additional clarification is required. Please provide the following information:

1. SED staff is aware that it is CSI's position that charter schools are required by the Charter Schools Act to provide instruction in the learning standard curriculum areas that correspond to state assessments (English Language Arts; Mathematics, Science and Technology; and Social Studies), but are not required to provide instruction in the learning standard curriculum areas that do not correspond to state assessments (Health, Physical Education, and Family and Consumer Sciences; the Arts; Career Development and Occupational Studies; and Languages other than English). However, it is the Board of Regents' position that it is authorized by Education Law § 3204(3)(e) to require instruction in the seven learning standard curriculum areas. Education Law § 3204(3)(e) authorizes SED to prescribe the course of study in all public schools. Education Law § 3204(3)(e) is part of the compulsory education law set forth in part one of Article 65 of the Education Law. Education Law § 2854(1)(b) provides that charter schools are subject to the requirements of compulsory education of minors established by part one of Article 65 of the Education Law.

Moreover, Education Law §2852 provides that the Board of Regents should not approve a proposed charter submitted by a charter entity unless, among other things, it finds that the applicant has demonstrated the ability to operate the school in an educationally sound manner. It is the Board of Regents' view that in order to operate in an educationally sound manner, a school should provide instruction in each of the learning standard areas.

Finally, it should be noted that it appears that the No Child Left Behind Act requires SED to require all public elementary and secondary schools, including charter schools, to provide

instruction in each of the learning standard curriculum areas whether or not there are assessments associated with such learning standards. NCLB Section 1111(b)(1)(A-C) requires states to adopt challenging academic standards in subjects determined by the State, which must apply to "... all schools and children in the State." NCLB Section 1111(b)(1)(C) makes it clear that the State's authority to establish challenging academic content standards goes beyond the Federally mandated subjects of mathematics, reading/language arts and science and that when the State establishes such standards, they must apply to "all public elementary school and secondary school children." Moreover, NCLB Section 1111(b)(1)(E) provides that even for subjects in which students will be served under Title I but for which the State is not required by NCLB Section 1111(b)(1)(A-C) to develop, and has not otherwise developed, challenging academic standards, the State must ensure that "students are taught the same knowledge and skills in such subjects and held to the same expectations as are all children." (See also 34 CFR 200.1 (e). effective August 5, 2002, and the commentary thereto.) Based on our reading of the NCLB, Federal law now establishes a clear policy of requiring that the same academic content and performance standards be applied to all public school students, and we see no exception carved out for charter schools. In the absence of guidance from the United States Department of Education to the effect that charter schools are not subject to the same academic content standards that apply to all other public schools, we believe that the NCLB now requires that charter schools meet all the Regents learning standards.

For the above reasons, please provide an assurance that the proposed charter school will provide instruction in each of the seven learning standard curriculum areas. As we have noted previously, there is no evidence in the application that the school plans to provide instruction in Family and Consumer Science.

- 2. Please clarify which science will be offered in ninth grade to students: Living Environment or Physical Setting. Also, please assure that it will be aligned with the appropriate Core Curriculum Guide. Please provide information on what science will be offered to a newly admitted student who, because of acceleration, may have already taken the course that the school plans to offer to other ninth-graders.
- 3. Science labs for Regents courses must be given in addition to classroom instruction. It is not apparent in the schedule when such labs will be scheduled. Please explain.
- 4. Regardless of the label (e.g., "management partner," "institutional partner," "friends of") given to the Village Academies Network ("VAN"), the application makes clear that the proposed charter school will be dependent on, and substantially influenced by, VAN and/or VAN employees. For example, the proposed charter continues to state that VAN will provide the following support (at no cost): professional development; academic design and curriculum; assessment program; financial planning and accounting; community partnership building; grant writing and fundraising; reporting/compliance assistance; human resources assistance; team to research and acquire real estate and oversee construction; teacher recruitment; an operations manager and start-up assistance; access to system-wide insurance policies; and technology support. In addition, the application states that VAN will make significant financial donations to the school. Moreover, the individual who will be the Executive Director of both this charter

school and the East New York Village Academy Charter School is also (according to incorporation papers filed by VAN) a member of the Board of Trustees of VAN and VAN's Chief Executive Officer.

In light of the relationship between VAN and the proposed charter school, in order for SED staff to make a recommendation to the Board of Regents with respect to whether the applicant has demonstrated the ability to operate the school in an educationally and fiscally sound matter, the applicant needs to provide more information with respect to VAN. Accordingly, please provide the following information:

- a. VAN's most recent audited financial statement; or, if the corporation has not yet obtained an audited financial statement, provide all unaudited financial statements prepared to date;
- b. The names of VAN's current directors, management employees, and advisory board members;
- c. VAN's conflict of interest policy; and
- d. Copies of the papers submitted to the IRS in support of VAN's application for 501(c) (3) status and copies of any responses from the IRS.
- 5. With respect to the complaint process, SED staff agrees that a charter school board of trustees may delegate to the principal the authority to investigate and respond to Education Law § 2855 complaints. However, the proposed complaint process does not simply delegate such authority to the principal, but also suggests that a complainant must complete several steps before the complainant may present the complaint to the Board of Trustees or a person to whom the board has delegated complaint-processing authority. In particular, the policy suggests that a complainant must normally first go to the principal, and then to the executive director, and then to an ombudsman, before going to the Board of Trustees. If exhaustion of these steps is required, it could substantially delay a complainant's right to bring a complaint to the charter entity and then to the Board of Regents. Accordingly, please add the following second sentence to the complaint policy: "Nothing in the following suggested procedures precludes a group or individual from bringing a complaint under Education Law § 2856(4) directly to the charter school's board of trustees or the individual or individuals to whom the Board of Trustees has Jelegated the authority to respond to complaints."
- 6. In order to ascertain whether the proposed program for limited English-proficient students is likely to improve student learning and meet the requirements of applicable Federal laws and regulations, the Department asks that the following information, requested in our previous letter, be provided:
 - a. Explain how the California Immersion Program is going to be adapted to adequately meet the needs of LEP students.
 - b. Describe the specific pedagogical strategies that will be used for instruction of ELL students to help them achieve academic proficiency in English.
 - c. Explain how the program will ensure that instructional staff is qualified to appropriately instruct ELL students. In addition, please describe the professional qualifications of the "Master teacher" in the area of ESL.

- d. Describe the types of training in second language acquisition and for effective instructional strategies for ELL students that will be provided for the teaching staff. In addition, please describe what form and the duration that this training will take.
- e. Describe the plans for program modification if the ELL students do not make adequate academic and linguistic progress annually.
- f. Describe the specific criteria that will be used to determine the appropriate time for exiting the ELL program. In addition, please provide information regarding who will make decisions on the exit of students from ELL services.
- g. Explain the enrichment programs for ESL.
- h. Describe the provisions that will be made for non-English speaking parents entering the school after September or at midyear: i.e., an orientation of the school and the ESL immersion program, etc.
- 7. In Section 15a, a schedule of the State assessments that the charter school will administer is included. This schedule does not reference the State Alternate Assessment. Please add a statement that each student with a disability will be assessed in accordance with the student's IEP, which indicates that the student will participate in either the regular assessment or the alternate assessment.
- 8. Please revise the sixth bullet of Attachment 18(a) to clarify the term "coaching," since it is not considered to be a special education service and would not be included on an IEP.
- 9. Please move the note in your August 19 revision, located in the last paragraph on Attachment 18(a)-3 and the top of page 18(a)-4, about the participation of the student's regular and special education teachers in IEP meetings, to the second paragraph on page 18(a)-4. We incorrectly cited the first paragraph and apologize for the error.
- 10. State Education Department staff are required to make a determination that the charter school will operate in accordance with applicable federal regulations pertaining to students with disabilities. According to Section 300.342 of Code of Federal Regulations, each teacher or provider of special education services must be informed of "his or her specific responsibilities related to implementing the child's IEP..." The application states the teacher will receive appropriate training to understand the student's needs. If training is how the charter school is going to meet Section 300.342, more detail on that training needs to be provided. In other words, how will "training" inform a teacher about the needs of a particular student with a disability?
- 11. An opinion from a NYS Certified Public Accountant on the school's financial statements per Generally Acceptable Accounting Principles per the American Institute of Certified Public Accountants would be of great assistance to the Department in making a determination that the school will be able to operate in a fiscally sound matter. We again request submission of such a statement.

- 12. In Section 47-1-3, with regard to the budget proposals, please provide detail on the status, source and amount of each grant, contribution and donation (i.e., commitment letters) for the start-up year and first year of operation.
- 13. Please provide additional information regarding how the assumptions in the budget regarding the cost for a school facility were developed. The project amount of \$14 per square foot appears to be low (based upon other NYC charter school applicants). Also, the budget appears to project that additional space will be leased over time as enrollment increases and that there will be a linear relationship between the cost of additional space and the increase in enrollment. The experience of other NYC charter schools is that it is extremely difficult to secure additional space in such a manner. Please revise the application and budget as necessary.

Please provide the above information directly to the Office of New York City School and Community Services (Brooklyn and Albany, NY), Charter Schools Unit, by the close of business **Wednesday, September 4, 2002**. The Charter School Review Panel will meet to consider the responses and develop a recommendation for the Board of Regents regarding the adequacy of the proposed charter. If you have any questions, please call me at 718-722-2796.

Sincerely,

In Solo

Ira Schwartz

cc: Review Panel

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

August 19, 2002

Ms. Shelia Evans-Tranumn
Associate Commissioner
Office of New York City School and Community Services
New York State Education Department
55 Hanson Place
Brooklyn, NY 11217

Dear Ms. Evans-Tranumn:

In response to your request for clarification (erroneously dated August 6, 2002)¹ regarding the application for the East Harlem Village Academy Charter School, the Charter Schools Institute provides the following.

- A cover letter from the applicant, Eva de La O, dated August 16, 2002 (the "Applicant Cover Letter"). The Applicant Cover Letter itemizes each of the Department's concerns in numerical order. Where the applicant has made amendments to the charter application, the letter so notes and directs the reader to those pages. Where the applicant has declined to make either recommended or required changes, the letter so notes and either provides explanation or directs the reader to the Institute's comments.
- Certain revised sections of the charter application, attached to the Applicant Cover Letter. Consistent with Institute practice, where the applicant has made an amendment to a section of the charter application, the entire revised section has been provided. Accordingly, the Department (after reviewing that section) should insert the revised sections into the charter application, discarding in their entirety the sections that have been replaced.
- The instant letter from the Institute (the "Institute Response"). The Institute Response also itemizes in numerical order each of the Department's requests for clarification and summarizes the response. As with the Applicant Cover Letter, it indicates the nature of the response, e.g., applicant has made the requested amendment. In a number of cases, the Institute has advised the applicant not to make the requested change.

¹ The document was first received, via electronic mail, on August 8, 2002 at 6:14 p.m.

The Institute's comments on the Request for Clarification follow below.

Item 1

The applicant has added a footnote to Attachment 5.

Item 2

Village Academies Network, Inc. (VAN) will not operate in the capacity of a management company vis-à-vis the proposed school. This is explicitly stated in the application. See Attachment 9. Moreover, as a review of the budgets for the proposed school makes clear, there is no provision for a management fee. Accordingly, the applicant was not required to submit responses to Attachments 9(a) - 9(c) and, on the advice of the Institute, will not submit the other documents and information the Department has requested. The applicant has, however, revised Attachment 49 to eliminate the phrase "management" and included a clarification and commitment letter from VAN at Attachment 47.

Item 3

The Institute has instructed the School to add to the end of Article III(C)(3) of the by-laws (Exhibit D) the following language which tracks the proposed charter: "or (3) voting members who are affiliated with any single entity other than the School itself or another charter school." The School will also revise the relevant passage in Attachment 30-1 so as to more completely track this language.

Item 4

The applicant will review the suggestion. The school board, if the school is chartered, may take up the suggestion upon its inception.

Item 5

The applicant has made the requested revision to Attachment 11 (Executive Summary).

Item 6

The applicant has provided a response to the Department's suggestion in the Applicant Cover Letter.

Item 7

The Institute refers the Department's reviewer to the School's proposed charter agreement. That agreement states in section 2.12 that the School board shall not "be comprised of voting members of whom more than forty-nine percent are directors, officers, employees, agents or

² The application, as noted by the Department, does contain at least one reference to a management partner, i.e., in the section regarding insurance. Such references are outdated and refer to a model that was in existence at the time the application was first submitted but that has subsequently changed. Importantly, the application does not contain any evidence that a fee will be charged for the services delineated. Thus, it is not clear why there was a presumption on the Department's part that VAN was a management partner.

otherwise affiliated with any single entity (with the exception of the School Corporation or of another charter school)..." (emphasis added). As noted in Item No. 3, above, the School's bylaws and code of ethics will be modified to track this language.

Item 8

Entering students who have completed a grade at another school and have been admitted to the proposed charter school through the lottery or otherwise, and who fail the school's exit assessment (used for placement in that grade) will continue to be enrolled in the school. They will not be placed on a waiting list. There is nothing in the application to suggest the contrary. (See Attachment 30, page 1, n. 21). Under State University practice, and consistent with § 2854(2)(a), the exit assessment would not and could not be administered to new students until after the student has been enrolled.

As to the legality of requiring students to enter the school at a grade level commensurate with their academic capabilities, there can be no doubt. Section 2854(2) of the Education Law guarantees enrollment in a charter school without regard to the student's aptitude. It does not guarantee placement in a particular grade and as such does not constrain a charter school's right to place students in a grade commensurate with their academic abilities.

Item 9

Pursuant to the Charter Schools Act of 1998 (as amended), a charter school has absolute discretion to set grade size and enrollment levels (except for certain minimum requirements not relevant here). Nothing in § 2854(2) of the Education Law limits that discretion. The proposed school reserves the right to define the capacity of the 9th grade as a number equal to those students enrolled as of the 5th day of the school year and who maintain enrollment thereafter.³ Therefore there is no violation of § 2854(2)(b)'s injunction that all students be enrolled who submit timely applications to the extent that their admission would not exceed the capacity of the grade at issue. Moreover, neither § 2854(2)(b) nor any other provision of law requires the maintenance of a waiting list, though, by implication, it does not forbid them. If a school is under no obligation to maintain a waiting list, a fortiori, a school may maintain a waiting list for a period and after such period disband it.

<u>Item 10</u>

The applicant has made the requested revision to Attachment 32 (discipline policy).

Item 11

The applicant has made the requested revision to Attachment 32 (discipline policy).

Item 12

The applicant has made the requested revision to Attachment 33 (discipline policy for students with disabilities).

<u>Item 13</u>

On the advice of the Institute, the applicant revised Attachment 36 by replacing the present information with an assurance that it will administer the immunization requirements in place at all times that it holds a valid charter. The Institute recommended this in order to minimize the

³ Please note that this is explicitly set forth in Attachment 5, page 1.

amount of information in the application that will likely become outdated at some point during the charter's span. The school, if chartered, will review the requirements in place at the time that it is scheduled to commence instruction in each year of the charter.

Item 14

The applicant has made the requested revision to Exhibit E (FOIL policy).

Items 15-17

The applicant has made the requested revisions to Exhibit F (Open Meetings policy).

Item 18

The Institute has directed the applicant to revise its complaint policy (Attachment 39) to broaden the scope of complainants who may bring a grievance to the School's Board of Trustees as per SED's comments. However, the applicant need not revise its complaint policy to state that complainants must be allowed to bring all grievances directly to the Board. Nothing in § 2855(4) of the Education Law limits the power of a charter school board to delegate authority to the school director to hear initial complaints. The School's policy does exactly this. In that respect, its complaint policy mirrors that of the SUNY Trustees and the Regents, who, pursuant to § 2855(4), delegate initial review of complaints to the Institute and the Commissioner, respectively. The Institute has advised the applicant accordingly.

Item 19

The applicant has revised Attachment 54 regarding the transportation of students ineligible for transportation under § 3635 of the Education Law.

Item 20

The applicant has clearly indicated that the school day commences at 8:30 a.m. and ends at 5:30 p.m. We believe that the application is sufficiently clear. The fact that in another section of the application (pertaining to staff hours and not to the school day) a staff day is typically defined as extending to at least 4:45 is not in contradiction. Accordingly, on the advice of the Institute, the applicant has not revised the application in this respect.

Item 21

The East Harlem Village Academy Charter School is committed to meeting the State performance standards. Family and Consumer Sciences is not required as part of the performance standards (per Education Law § 2851(2)(b)). Technology Education is included with East Harlem Village Academy Charter School's curriculum at Exhibit C. Accordingly, on the advice of the Institute the applicant has not revised the application in this respect.

Item 22

The East Harlem Village Academy Charter School has committed to Mathematics, Science, and Technology standards 2, 5, and 7 for Technology Education (Exhibit C, page101). Technology Education is not specifically indicated in the school daily schedule because it is infused into core courses (Exhibit C, page101). Moreover, as the performance assessment for Technology is a pen and paper exam, and does not assess skills in technology design, i.e., "building stuff," the learning standard regarding technology design is not legally required to be covered.

Accordingly, for the reasons above, and upon the advice of the Institute, the applicant will not revise the application in this respect.

Item 23

The Institute and the applicant do not understand the request and have contacted the Department for clarification.

Item 24

The applicant has used NYSED publications (e.g., Learning Standards, Resource Guides, Core Curriculum) in the development of the curriculum and has cross-walked the curriculum with the State performance standards. It has therefore met the Institute's requirements. The Department's request for a demonstration that "children are really internalizing the skills" is vague and ambiguous and weirdly seems to suggest that the reviewer is commenting on a school already in operation. The application for a charter school is by its nature (and despite the welter of detail) not a blueprint from which the school can be built piece-by-piece. Rather it is outline of the school. Its purpose is to give reviewers a sense of the founding team and its capacities and not to create a master plan to which the school will be held in every aspect. Applicants should not and cannot be expected to memorialize in their application every operational or curricular detail. Accordingly, on the advice of the Institute, the applicant will not provide further information or revise the application in this respect, and refers the Department's reviewer to Exhibit C.

Item 25

The applicant will take the comments of the Department's reviewer under advisement. Assuming the school is chartered, the school is likely to reassess its curricular design on an ongoing basis.

Item 26

The curriculum is an outline of the educational program for the school that will open in September 2003. At this point, the applicant should not be required to provide small details (e.g., extended tasks) that will be developed as part of the normal practices of opening a school.

Item 27

The East Harlem Village Academy Charter School will be a grade 6-9 school over the life of the proposed charter, i.e., it will have one year of a four year high school program. Accordingly, as it will only provide instruction in 9th grade, its curricular plan, which includes one science course, is sufficient and appropriate. Assuming renewal, the charter school would offer additional science courses in the upper grades.

Item 28

East Harlem Village Academy Charter School will be, at most, a grade 6-9 school during the life of the proposed charter. The school's curriculum (Exhibit C) and Attachment 15(a) indicates that mathematics and science will be taught every year. Accordingly, the school's curricular program is both sufficient and appropriate.

Item 29

The Applicant Cover Letter indicates and Attachment 15(a) contains an assurance that science courses will have a minimum of 1200 minutes of laboratory experience.

Item 30

The charter school will offer instruction in grades 6-9 during the initial term of its provisional charter. The .5 Health unit of credit may be earned during grades 9-12. Accordingly there is no requirement that the school offer a course (or have an outline in the application for such course) at this time.

Items 31-32

The applicant is committed to administering any and all assessments required by law (including the No Child Left Behind Act). While there is no requirement that the applicant provide such assurance (given that the applicant is required by law to administer all state tests), the applicant has revised Attachment 15 of the application to include such statement.

Item 33

Please see the response in the Applicant's Cover Letter.

Item 34

The application is an outline for the East Harlem Village Academy Charter School that will open in September 2003. It is not a complete blueprint from which the school can be built. At this point, the applicant cannot and should not be required to provide small details (e.g., what materials and resources will be used) that will be developed as part of the normal practices of opening a school. Such requirements would be unduly burdensome, unreasonable and inappropriate. Accordingly, on the advice of the Institute, the applicant declines to amend the application in this respect.

Items 35-42

Comments 35 through 42 call for information regarding the school's services for Limited English Proficient ("LEP") students that goes beyond what the Institute believes is necessary for an assessment of whether the school can put into place a viable and legally sufficient plan to address the needs of those students. The additional information sought by SED would, at the application stage, be inappropriate for the school to provide, especially given that the school will have a year in which to put such program in place and where it is unknown how many LEP students the school will enroll. The Institute expects the applicant to develop a more comprehensive plan in advance of the commencement of instruction and will work with the applicant to ensure that its plan addresses all federal and state requirements. The Institute looks forward, if the school is chartered, to working with the Department and the school to permit the school to put in place a plan that meets the requirements of law and the needs of its students. For the reasons above, and on the advice of the Institute, the applicant declines to provide the additional information requested.

Item 43

Please see the response contained in the Applicant Cover Letter for the explanation requested.

Item 44

Please see the response contained in the Applicant Cover Letter.

Item 45

As the letter from the Gates Foundation makes clear, the monies are awarded to the Village Academies Network, but for the purpose of funding and assisting charter schools, such as this proposed school. As such, a portion of these grant funds will flow through VAN to the proposed school. Please note that both the first-year and the five-year budgets contain a line-item for philanthropic donations. Because that line item also contains government grants, we have asked the applicant in the interest of clarity to provide revised budget statements. The applicant has, accordingly provided a revised Attachment 45 and Attachment 46. In the revised attachment, the applicant has further clarified government grants.

Item 46

The budgets contain paid enrollment figures that match precisely the enrollment figures set forth at Attachment 5, page 1. Accordingly, the budget line item is appropriate. While it is recognized that the school may have less than full enrollment, and therefore a decrease in revenue, the budget (which contains a contingency line as well as evidencing a surplus) is sound as a whole. Enrollment numbers in the out years, e.g. 721 students, are irrelevant as they relate to operational years beyond the initial five year term of the charter.

Item 47

The Institute refers the Department to the letters themselves. Please note that these letters merely promise guarantees for loans taken out by the school; no trustee promises to make a loan directly. Because a guarantee is not a loan, they have no terms, such as interest, maturity date, etc.

Item 48

The charter application provides ample detail regarding health and food services to be provided as required under the law.

Item 49

The fiscal policies provided by the applicant provide sufficient detail. Moreover, they are draft policies by their nature, i.e., they have yet to be approved by the school's board of trustees (which of course, till the school is chartered, does not even exist). The school will be required to develop final policies pursuant to section 5.1 of the charter agreement to which we refer you. Accordingly, and on the advice of the Institute, the applicant declines to provide the revision requested.

Item 50

§ 2851(2)(e) of the Education Law requires charter school applicants to provide supporting evidence that their fiscal plans are sound and that sufficient money will be available for start-up. There is no requirement that a NYS certified public accountant be retained to review or pass on these forecasted budgets (or "financial statements" as the Department's reviewer refers to them).

The Charter Schools Institute has reviewed the forecasts and supporting evidence and has determined that the school has in place a fiscally sound plan of operation. That review includes a review by a New York State Certified Public Accountant. Accordingly, on the advice of the Institute, the applicant declines to provide the opinion the Department seeks.

Item 51

The applicant has updated Attachments 45 and 46 to reflect an award of \$350,000 in PCSP funds to the school (contingent upon the school actually being chartered). These attachments also reflect a potential State Stimulus Fund grant of \$150,000. This amount is reasonable given the size of past award grants and the fact that the Fund has been funded in state fiscal year 2002-03.

Item 52

As clearly stated in the charter application at Attachment 46-7 (Five-year budget plan), with ample detail, the Categorical Aid includes Food Service, Title I and additional SPED/ESL. Accordingly, the applicant, on the advice of the Institute, declines to amend the application or provide further detail in this respect.

Item 53

We refer you to Attachment 46-7 (Five-year budget plan) where the charter application clearly states the detail of the calculations.

Item 54

Please see the Applicant Cover Letter for an explanation. Please note in addition that without knowing whether the school will attract ELL students in large numbers, it is unclear if the school will need to budget for LEP teachers.

Item 55

The application has provided a revised Attachment 49 (Insurance) that contains coverage amounts. The costs of that coverage and the types are already contained in the Attachment 49 submitted to the Department.

Item 56

The Institute refers you to its response to Item 20.

ltem 57

The charter application provides ample detail, in Attachments 52 and 53, of the proposed school's plan for leasing or purchasing a facility. Assumptions regarding a lease or purchase are provided. Because it is unrealistic to expect a charter school planning to open in 2003 to have a facility identified in June 2002, the Institute did not and will not require further detail regarding what are now, per force, purely hypothetical arrangements. The Institute, based on its experience, has determined that the assumptions are reasonable and that the founding team has the capacity to find and develop a suitable school facility.

The Institute notes in addition that the school, if chartered, will be required by May 15 of the year in which it is scheduled to provide instruction to submit to the Institute a lease or purchase

agreement and a facility completion schedule. See Section 1.5 of the charter agreement. This requirement provides additional and ample safeguards.

As to the statement in Attachment 55-1 regarding economies of scale in years 6 and 7 of school operation, please note that the school will only provide instruction for 4 years during the initial term of its charter. Accordingly, this sentence is irrelevant to the review of the application and requires no explanation or response.

The applicant, however, has provided a revised Attachment 52 (Facility Ownership or Lease Agreement), which more clearly states the role of VAN in leasing or purchasing the school facility.

Item 58

There is no legal requirement that an applicant submit signatures of interested parents equal to the number of seats that the school will have available. As experience has shown time and again, in communities that lack viable educational alternatives, a charter school will attract more than sufficient number of students. Accordingly, based on that fact, the signatures provided and the letters of support included in the application, the Institute is satisfied that there is adequate evidence of community interest in and support of the school, if chartered, to permit the school to reach its projected enrollment. As such, the applicant, on the advice of the Institute declines to amend the application or provide further information in this respect.

Item 59

Please note that monies have been allocated in the budgets for transportation costs associated with the longer school year and the fact that New York City schools will not be in session. Students will use mass transit throughout the school year. The applicant has provided a revised Attachment 54 that clearly indicates the school will not provide supplemental transportation.

Responses to August 13 Letter

Item 1

On the advice of the Institute, the applicant declines to respond to this request. There is no legal obligation for the applicant to describe the procedures for the administration of the State assessments for regular or special education students. Moreover, it is inappropriate for an applicant to be required to describe operating procedures at such level of detail. Formation of such procedures is appropriate at the time the school is chartered and planning to commence operations. In addition, the applicant has clearly indicated in the application, in Attachments 18(a) and 18(b), that the school will work closely with the Committees on Special Education (CSEs) of the students districts of residence in providing an appropriate education for students with disabilities. It is understood that a significant component of an appropriate education in New York State is participation in the state assessment system, unless otherwise directed by a student's Individualized Education Program.

At the time the school is chartered and planning to commence operations, the school should appropriately look to the Department and to the CSEs of the students districts of residence for technical assistance in administering the Department's assessments. It is hoped that the

Department will be in a position to provide training on this critical issue, especially as the main source of training statewide are the BOCES, which SED has concluded may not contract with charter schools.

Item 2

Please refer to the response in the Applicant Cover Letter.

Item 3

The applicant has made the requested revision to Attachment 18(a) (Serving Students with Disabilities).

Item 4

The applicant has made the requested revision to Attachment 18(a) (Serving Students with Disabilities).

Item 5

The application is an outline for the East Harlem Village Academy Charter School that will open in September 2003. It is not a complete blueprint from which the school can be built. At this point, the applicant cannot and should not be required to provide the requested level of detail (e.g., content of the training and who will conduct the training) that will be developed as part of the normal practices of opening a school. Such requirements would be unduly burdensome, unreasonable and inappropriate. Accordingly, on the advice of the Institute, the applicant declines to respond to this request at this time.

Please note that by its signature below the Institute approves of the revisions submitted by the applicant in response to the Department's comments and attests that these "Attachments" and "Exhibits" are hereby incorporated into the proposed charter between the applicant and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. Moreover, the Attachments and Exhibits submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void

Should you have any question or concerns please do not hesitate to contact my office. Thank you.

Sincerely,

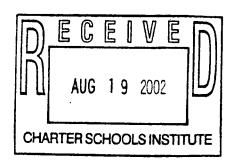
James D. Merriman IV Executive Director

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Enclosures

Cc: Eva de La O Ira Schwartz

August 16, 2002



VIA FEDERAL EXPRESS

Mr. James D. Merriman IV
Executive Director
Charter Schools Institute
74 North Pearl Street, 4th Floor
Albany, NY 12207

Re: Charter School Application for the East Harlem Village Academy Charter School

Dear Mr. Merriman:

In response to the letters from the State Education Department, dated August 6 and August 13, 2002, seeking clarification or amendment of the application for the East Harlem Village Academy Charter School, we submit the following responses or amendments to the application. Pursuant to the Institute's advice and recommendation, we have responded only to certain items. Where we have not responded, we have referred the reader to the Institute's response, which we understand will accompany our present submission. Our responses follow below.

Responses to August 6, 2002 letter.1

- 1. We have added a footnote to the first sentence of Attachment 5: "If the charter is approved and issued by the Board of Regents in September 2002, the initial term of the charter will expire in September 2007. Thus, the school will provide instruction to students for four years during the initial term of the charter." Attachment 5 is submitted hereto.
- 2. Just as most charter schools establish foundations, networks and/or "friends of" organizations to support their schools, so too the Village Academies Network is a non-profit organization founded for school support purposes. Please note that the reference in attachment 49 to VAN as a "management partner" was an error and has been corrected. With regard to the trustees, we will ensure that, heretofore, they are all aware of the significance and nuances of terminology when referring to VAN. In Attachment 49 (submitted hereto), we have replaced the phrase "The East Harlem Village Academy Charter School's management partner, Village Academies, will develop" with "East Harlem Village Academy Charter School will develop." In addition we have submitted a revised Attachment 47 which contains a letter from VAN clearly setting forth its commitments to the proposed charter school.
- 3. In By-law Article III(C)(3) (Exhibit D-4), we have added the following in order to make the by-laws consistent with the code of ethics (Attachment 30-1): " or (3) voting members who are affiliated with any entity other than the school itself or another charter school." In

¹ Received via electronic mail, August 8, 2002 at approximately 6:14 p.m.

addition we have revised Attachment 30 to track this same language. Exhibit D and Attachment 30 are submitted hereto.

- 4. We and/or the school if chartered, will take this suggestion under advisement.
- 5. We have revised the statement in Attachment 11-1 to "In 2000, 69.9% of 4th grade students in District 4 failed to meet standards in English language arts, with the vast majority scoring at the lowest two levels." A revised Attachment 11 is submitted hereto.
- 6. We acknowledge and appreciate the advice regarding a well-balanced board. Indeed, we have assembled a well-balanced board including a diverse group of individuals with expertise in all the areas we deem necessary for the effective oversight of the school, including such areas as education, finance, management, real estate, and more.
- 7. Please see the Institute's response to this item.
- 8. We respectfully submit that the current admission policy clearly reflects that all students accepted via lottery will be guaranteed admission to the school. In addition, please see the Institute's response.
- 9. Please see the Institute's response to this item.
- 10. In order to reflect the requirements of fundamental due process for short-term suspensions, we have revised Attachment 32 (discipline policy), and have submitted it hereto.
- 11. In order to reflect the No Child Left Behind's recent change to the Gun-Free Schools Act, we have replaced the second sentence under the consequences section in Attachment 32, page 6, with the following: "Federal and State law require the expulsion from school for a period of not less than one year a student who is determined to have brought a firearm to a school, or to have possessed a firearm at school, except that the school's chief administering officer may modify such expulsion requirement for a student on a case-by-case basis, if such modification is in writing."
- 12. We have added the suggested language to Attachment 33, page 3. The revised Attachment 33 is submitted hereto.
- 13. In Attachment 36, we have eliminated the precise requirements and provided instead the assurance requested. The revised Attachment 36 is submitted hereto. Also, please see the Institute's response to this item.
- 14. On page 2 of the FOIL policy (Ex. E), in order to track Public Officers Law §87(2)(e), after the words "such records are compiled for law enforcement purposes," we have added the words "and which, if disclosed, would meet the conditions set forth in Public Officers Law §87(2)(e)." The revised Exhibit E is submitted hereto.
- 15. In the third, fourth, and fifth sentences of the first paragraph of the Open Meetings policy (Ex. F), we have inserted the words "in a location that is open to the public" after the word "school."

- 16. In order to track Public Officers Law § 106(1), we have added the following words to the first sentence of the "Minutes" section at Ex. F 2: "and the vote thereon."
- 17. In order to track Public Officers Law § 106(2), we have added the following words to the second sentence of the "Minutes" section at Ex. F 2: "and the date and vote thereon." A revised Exhibit F is submitted hereto.
- 18. In the complaint policy (Attachment 39-1), we have deleted the first line (after the initial "NOTE") and added: "In accordance with Education Law § 2855(4), any individual or group may bring a complaint to the charter school's Board of Trustees alleging a violation of Education Law Article 56, the charter, or any other provision of law relating to the management or operation of the charter school." As to the other language suggested, please see the Institute's response to this item. A revised Attachment 39 is submitted hereto.
- 19. We submit hereto a revised Attachment 54 to reflect that the school will not provide supplemental transportation to students ineligible for transportation under § 3635 of the Education Law.
- 20. Please see the Institute's response to this item.
- 21. Please see the Institute's response to this item.
- 22. Please see the Institute's response to this item.
- 23. Please see the Institute's response to this item.
- Please see the Institute's response to this item.
- 25. We and/or the school, if chartered, will take the Department's suggestion under advisement.
- 26. Please see the Institute's response to this item.
- 27. Please see the Institute's response to this item.
- 28. Please see the Institute's response to this item.
- 29. We have provided an assurance to the revised Attachment 15(a) that science courses will have a minimum of 1200 minutes of laboratory experiences to enable students to take the Regents examination in that subject. A revised Attachment 15(a) is submitted hereto.
- 30. The application proposes a grades 6-9 school over the life of the charter. The applicant intends to address Health and remaining NYS diploma requirements when grades 10-12 are added during the charter renewal process in five years. Please also refer to the Institute's response to this item.
- 31. In Attachment 15(a) we have changed "NYC Regents" to "NYS Regents" and added the following statement to the end of the attachment: "The school shall administer such

additional assessments as may be required to fulfill the assessment and accountability provisions of No Child Left Behind and any other provision of state or federal law." A revised Attachment 15(a) is submitted hereto.

- 32. See our response to Item 31.
- 33. Please note the current plan is to provide required remedial courses for certain students, and an educational enrichment program for other students. The detail of these programs will be developed during the planning year and doubtless adjusted during the life of the charter in response to what administrators and faculty find to be most effective and most needed.
- 34. Please see the response of the Institute to this item.
- 35-41. Please see the response of the Institute to these items.
- 42. The board hires the Executive Director but not the full staff because the board's role is oversight not management of the school.
- 43. Dr. Kenny's main role at Village Academies Network is a reflection of the role of the network itself, i.e., to provide school support. Her duties as Executive Director of EHVACS include management supervision of the principal (similar to the dual-role of the Executive Director of several other charter schools, e.g. Bronx Prep). Her salary will be paid by VAN not EHVACS, and her time and services will be provided to the school at no charge.
- 44. The grant from the Gates Foundation includes funding that pertains to the charter school(s), as the grant letter indicates. Please note that the budget does list a line item for philanthropic donations. To further clarify, we have revised Attachment 45 and Attachment 46. These revisions further explain government grants and philanthropic donations. Revised Attachments 45 and 46 are submitted hereto. Also as noted in our response to Item 2, we are submitting a revised Attachment 47 that includes a letter of commitment from VAN in this regard.
- 45. Please see the response of the Institute to this item.
- 46. Please see the response of the Institute to this item.
- 47. Please see the response of the Institute to this item.
- 48. Please see the response of the Institute to this item.
- 49. Please see the response of the Institute to this item.
- 50. We are submitting revised Attachments 45 and 46 to better capture expected government grants and philanthropic donations. See our response to Item 45 as well. In addition, the Institute has also responded to this item.
- 51. Please see the response of the Institute to this item.

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- 52. Please see the response of the Institute to this item.
- 53. The budget does not include funding for a nurse since the nurse is provided by the NYC Department of Health. The budget does include enough revenue to cover all teacher salaries. The Executive Director is paid by VAN and her time and services are provided to the school at no charge hence the school budget does not include this salary.
- 54. We submit hereto a revised Attachment 49 that sets forth amount of coverage for the more essential policies.
- 55. Please see the response of the Institute to this item.
- 56. Please see the response of the Institute to this item. In addition please see the revised Attachment 52 submitted hereto which contains further information regarding the role of VAN in leasing and purchasing the potential school facility.
- 57. Please see the response of the Institute.
- 58. Please see the response of the Institute to this item.
- 59. We are attaching a revision of Attachment 54. As well, please see the response of the Institute to this item.

Responses to August 13 Letter

- 1. Please see the response of the Institute to this item.
- We have noted this. Thank you for the information
- We are submitting hereto a revised Attachment 18(a) to address this point.
- 4. We are submitting hereto a revised Attachment 18(a) to address this point.
- 5. Please see the response of the Institute to this request.

Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the East Harlem Village Academy Charter School, I, by my signature below, hereby give my consent and agreement that such enclosed amended "Attachments" or "Exhibits" shall be incorporated into the proposed charter between me and the State University Board of Trustees and shall be fully binding on the charter school if it comes into being. I further agree and consent that the Attachments and Exhibits submitted hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void.

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THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234 Office for Elementary, Middle, Secondary and Continuing Education

Office of New York City School and Community Services

Office of the Associate Commissioner 55 Hanson Place, Brooklyn New York 11217 Telephone: (718) 722-2796

Fax: (718) 722-4559

August 13, 2002

Mr. James Merriman, Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, New York 12207

Dear Mr. Merriman:

The Charter School Review Panel has further reviewed the proposed charter for the East Harlem Village Academy Charter School. The panel concluded that a few more areas require clarification. Please provide the following information:

- 1. In Attachment 15a, regarding state assessments, please describe the procedures for the administration of the state assessments of students with disabilities and include information about any other assessment procedures for students with disabilities here or in Attachment 18a.
- 2. In Attachment 18(a)-2, paragraph 2, please note that while the charter school may send the mandated procedural safeguards notice to the parents, it is the responsibility of the CSE of the student's school district of residence to do so.
- 3. In Attachment 18(a)-3, in the fifth and sixth bullets, delete "as required" and add "according to the IEP;" and in bullet 6, clarify the term "coaching" since it is not considered to be a special education service that would be included on an IEP.
- 4. The first sentence in Attachment 18(a)-4, and the last sentence in Attachment 18(a)-6 need to be revised to indicate that at least one of the student's regular education teachers and one of his/her special education teachers or providers will attend the IEP meetings.
- 5. In Attachment 18(a)-4, at the end of the second paragraph, reference is made to training. Please provide information about the training, including who will conduct the training.

Please be advised that this letter includes additional comments regarding services to students with disabilities that were not included in the first letter. Please provide the above information

directly to the Office of New York City School and Community Services (Brooklyn and Albany, NY), Charter Schools Unit, by the close of business **Monday**, **August 19, 2002**. The Charter School Review Panel will meet to consider the responses and develop a recommendation for the Board of Regents regarding the adequacy of the proposed charter. If you have any questions, please call Dr. Lisa Long at 718-722-2796.

Sincerely,

helia Evans-Tranumn

cc: Review Panel



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Office for Elementary, Middle, Secondary and Continuing Education
Office of New York City School and Community Services

Office of the Associate Commissioner 55 Hanson Place, Brooklyn New York 11217 Telephone: (718) 722-2796 Fax: (718) 722-4559

August 6, 2002

Mr. James Merriman, Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, New York 12207

Dear Mr. Merriman:

The Charter School Review Panel has reviewed the proposed charter for the East Harlem Village Academy Charter School. The panel concluded that several areas require clarification. Please provide the following information:

- 1. If the charter is approved and issued by the Board of Regents in September 2002, the initial term of the charter will expire in September 2007. Thus, the school will provide instruction to students for four years during the initial term of the charter. Please revise (e.g., add a footnote) to Attachment 5 to reflect this fact.
- 2. The applications for both proposed charter schools do not provide information in connection with Questions 9(a), (b), or (c), based on the assertions that the charter school does not plan to hire or partner with an educational management company. This statement is inconsistent with the applications. The certificate of incorporation for VAN states that the corporation shall manage public charter schools. Both applications are expressly submitted "in partnership with" VAN. The applications state that VAN will provide the following support: professional development; academic design and curriculum; assessment program; financial planning and accounting; community partnership building; grant writing and fund reporting/compliance assistance; human resources assistance; team to research and acquire real estate and oversee construction; teacher recruitment; an operations manager and start-up assistance; access to system wide insurance policies; and technology support (e.g., see Attachment 47). Consistent with these facts, the application refers to VAN as the charter school's "management partner." (e.g., see Attachment 49). Some of the trustees also properly refer to VAN as a management company in response to conflict-of-interest Question 13 on the trustee questionnaire (e.g., Bernadette Grey; David Zweible).

Accordingly, please provide complete answers to application questions 9(a), (b), and (c).

Please also provide the following information concerning VAN:

- a. VAN's most recent audited financial statement;
- b. If the corporation has not yet obtained an audited financial statement, provide all un-audited financial statements prepared to date;
- c. The names of VAN's directors;
- d. The names of VAN's management employees;
- e. The names of the individuals on VAN's advisory board;
- f. A copy of VAN's conflict of interest policy;
- g. Copies of the papers submitted to the IRS in support of VAN's application for 501(c)(3) status and copies of any responses from the IRS.
- 3. In By-law Article III(C)(3) (Exhibit D-4), add the following in order to make the by-laws consistent with the code of ethics (Attachment 30-1): " or (3) voting members who are affiliated with any entity other than the school itself."
- 4. In order to reflect the provision of Education Law §226(4) concerning trustee absences, we recommend adding the following provision to Article III(E) (Resignation by Trustee): "If any trustee shall fail to attend three consecutive meetings without excuse accepted as satisfactory by the trustees, he or she shall be deemed to have resigned, and the vacancy shall be filled."
- 5. Attachment 11-1 states that "In 2000, 69.3 of 4th grade students in District 4 failed to meet standards in English language arts, with the vast majority scoring at the lowest level." Assessment data indicates that 27% of students in the district performed at Level 1 in 2000. As this would not constitute "the vast majority" the statement should be revised.
- 6. Attachment 25-1 provides the qualifications for members of the Board of Trustees. Many charter schools have found it beneficial to ensure that the Board of Trustees is well-balanced it terms of the expertise of its members in such areas as education, administration, finance, law, fund-raising, etc. We recommend that the applicant consider ensuring that at last one member of the board will have expertise in such areas as the applicant determines are necessary for effective oversight of the school.
- 7. Attachment 30-1 indicates that no more than 49% of the people serving on the Board of Trustees may be voting members who are affiliated with any single entity than the school itself. Six of the nine members of the Board of Trustees are also listed as members of the East Harlem Village Academy Charter School. Please explain how this does not constitute a violation of this provision of the by-laws.
- 8. With respect to the admissions policy's (Attachment 31-1) provision reserving the right to require a student to pass the school's exit assessments for a particular grade as a prerequisite to entering the next grade, please state when such assessments would be administered to students. Also indicate whether a student who failed such an assessment would be guaranteed admission to a lower grade (i.e., as opposed to being put on the waiting list). Please also provide an analysis supporting the proposition that this requirement does not violate Education Law §2854(2)(a),

which provides that admission may not be limited on the basis of measures of achievement or aptitude.

- 9. With respect to the school's intent to admit students only into the 6th and 9th grades, even if attrition leads to less than full capacity in particular grades, please provide an analysis supporting the proposition that this is consistent with Education Law §2854(2)(b)'s requirement that the school shall enroll each eligible student who submits a timely application, unless the number of applications exceeds the capacity of the grade level or building.
- 10. The discipline policy (Attachment 32) provides due process for long-term suspensions and expulsions, but does not explicitly set forth due process procedures for less severe discipline, including short-term suspensions. The policy should provide that before a short-term suspension or other, less serious discipline is imposed, the student will be given notice of the charges against him/her, and if the student denies the charges, an explanation of the evidence against the student and a chance to present the student's version will be provided. This minimal due process is required by Goss v. Lopez, 419 U.S. 565 (1975).
- 11. In order to reflect the No Child Left Behind's recent change to the Gun-Free Schools Act, replace the second sentence under the consequences section in Attachment 32, page 6 with the following: "Federal and State law require the expulsion from school for a period of not less than one year a student who is determined to have brought a firearm to a school, or to have possessed a firearm at school, except that the school's chief administering officer may modify such expulsion requirement for a student on a case-by-case basis, if such modification is in writing."
- 12. Add the following paragraph after the second paragraph in Attachment 33, page 3: "During any subsequent removal that does constitute a change in placement, but where the behavior is not a manifestation of the disability, the CSE of the student's district of residence will make the service determination."
- 13. The chart of New York State Immunization requirements in Attachment 36-2 is inaccurate. Please revise to conform with the law or delete. Please see the following website for the current requirements:

 http://www.emsc.nysed.gov/rscs/chaps/Health%20Services/Immunization/immunization_cover.h
- 14. On page 2 of the FOIL policy (Ex. E), in order to track Public Officers Law §87(2)(e), after the words "such records are compiled for law enforcement purposes," add the words "and which, if disclosed, would meet the conditions set forth in Public Officers Law §87(2)(e)."
- 15. In the third, fourth, and fifth sentences of the first paragraph of the Open Meetings policy (Ex. F), insert the words "in a location that is open to the public" after the word "school."
- 16. In order to track Public Officers Law § 106(1), the following words should be added to the first sentence of the "Minutes" section at Ex. F 2: "and the vote thereon."

- 17. In order to track Public Officers Law § 106(2), the following words should be added to the second sentence of the "Minutes" section at Ex. F 2: "and the date and vote thereon."
- 18. The applicant should delete the first sentence of the complaint policy (Attachment 39-1) and replace with the following two sentences: "In accordance with Education Law §2856(4), any individual or group may bring a complaint to the charter school's Board of Trustees alleging a violation of Education Law Article 56, the charter, or any other provision of law relating to the management or operation of the charter school. Nothing in the following suggested procedures precludes a group or individual from bringing a complaint under Education Law §2856(4) directly to the charter school's board of trustees." These changes are necessary because the current first sentence is too narrow in describing who may bring a complaint, and there is no authority in the law permitting a charter school to impose conditions precedent to an individual bringing a complaint under Education Law §2856(4).
- 19. Charter schools are deemed non-public schools for purposes of Education Law §3635, which governs the provision of transportation to non-public schools. Education Law §2853(4)(b) requires the application to set forth the manner in which students ineligible for transportation pursuant to Education Law §3635 shall be transported to school. Attachment 54, page 1, does not address the manner in which students ineligible for transportation pursuant to Education Law § 3635 shall be transported to school. Please provide this information.
- 20. In Attachment 11-3, the school day is listed as 8:30 a.m. 5:30 p.m.; however, in Attachment G-5, the applicant states that all employees should work from at least 7:45 a.m. 4:45 p.m. Please indicate what time the school day will officially begin and end.
- 21. Family and Consumer Sciences and Technology Education must be taught in grades 6 8. These required standard areas are not included in the application. Please revise curriculum and submit revised schedules to include required areas. State regulations require .75 unit of credit in Family and Consumer instruction and 1 unit of credit in Technology Education.
- 22. Technology Education is not defined as Use of Technology, although learning to use a computer is an element of Technology Education. The area of technology design, which is an important part of the Technology standards, appears to missing from the curriculum. While mention of Technology Education activities is made in the narrative, there is no time period designated in the schedule. Please revise curriculum and submit revised schedules to include required areas.
- 23. The applicant should correlate activities to the Cores in each content area, particularly at the Intermediate and Commencement levels.
- 24. The applicant should refer to the Performance Indicators in the Learning Standards to ensure that Performance Indicators are being accomplished. For example, in ELA, although many elements are being taught, it is not clear that children are really internalizing the skills and will be able to exhibit the skills outlined in the Performance Indicators. Please revise.

- 25. It is suggested that the proposed charter school revise the curriculum to place an increased emphasis on writing, especially in grades 9 and 10, to prepare students for the ELA Regents examination. If curriculum is revised, please submit revised schedules to include suggested area.
- 26. With regard to the math curriculum, please include more extended tasks.
- 27. Students must take two Regents science courses tied to the State's Core Curriculum to graduate, not one. One should follow the Living Environment core and one should follow the Physical Setting core. Three Science courses are required for an advanced diploma. Please revise.
- 28. Students need three years of science and three years of mathematics to graduate. Please revise the curriculum accordingly.
- 29. For each science course taken, students must have completed 1200 minutes of labs, in conjunction with the course, in order to take the Regents examination. Please revise.
- 30. Please outline how students will earn the required .5 Health unit of credit.
- 31. Attachment 15-a incorrectly refers to "NYC Regents ("Commencement") EXAMS." As the school will only operate grades 6-10 during the life of the charter, it is unclear which Regents exams the school plans to actually administer. The section should also be amended to reflect that implementation of the "No Child Left Behind" will result in a requirement that State English language arts and math assessments be administered in Grades 6 and 7 beginning in 2005-2006. This requirement can be met by including a sentence such as, "The school shall administer such additional assessments as may be required to fulfill the assessment and accountability provisions of No Child Left Behind."
- 32. Attachment 19-a refers to the administration of the LAS-R or the Lab and/or Terra Nova to assess the progress of limited English proficient students. The application should be revised to reflect the fact that by the time that the school begins operation it is expected that all limited English proficient students in the State will be required to be assessed annually using the New York State English as a Second Language Achievement Test (NYSESLAT).
- 33. The applicant should provide more detail about the four-week period between the second and third trimester. Will all students receive instruction during this period? Will some students receive remediation and other be allowed to choose programs of interest? If all students are not required to attend, are procedures in place for the students' backtracking of skills learned in the first two semesters? Please explain further.
- 34. The applicant should cite sources (materials and resources) that the school will use to meet the outlined activities.
- 35. The applicant should explain how the California Immersion Program is going to be adapted to adequately meet the needs of LEP students in the Village Academy. Note: Reliable academic

- research studies indicate that the immersion model is the least effective model for English language learners.
- 36. The applicant should describe the specific pedagogical strategies that will be used for instruction of ELL students to help them achieve academic proficiency in English.
- 37. Please explain how the program will ensure that instructional staff is qualified to appropriately instruct ELL students. In addition, please describe the professional qualifications of the "Master teacher" in the area of ESL.
- 38. Please describe the types of training in second language acquisition and for effective instructional strategies for ELL students that will be provided for the teaching staff. In addition, please describe what form and the duration this training will take.
- 39. The applicant must describe the plans for program modification if the ELL students do not make adequate academic and linguistic progress annually.
- 40. Please describe the specific criteria that will be used to determine the appropriate time for exiting the ELL program. In addition, please provide information regarding who will make decisions on the exit of students from ELL services.
- 41. Please explain the enrichment programs for ESL.
- 42. Please describe the provisions that will be made for non-English speaking parents entering the school after September or at midyear: i.e., an orientation of the school and the ESL immersion program, etc.
- 43. The application states that the Executive Director, not the Board of Trustees, will do the hiring and the firing of school staff. Please explain why the Board will not be responsible for these duties. (Reference Exhibits: 25 and 27)
- 44. Please provide more detail regarding Dr. Kenny's duties as the Executive Director of the ENYVACS, her role as CEO of Village Academies Network, and her role at the East Harlem Charter School. In addition, the budget section does not list a salary for the Executive Director position. Please explain, and if appropriate, make necessary budget revisions. (Reference Sections: 26-9 and 44-7, and Section 10)
- 45. In the July 7, 2002 Gates Foundation letter to Village Academy Network, a \$2.0 million grant to the Network, not to the Charter School, is listed. The budget does not list the Gates Foundation or a Network donation. Please explain whether or not this grant pertains to the charter school. If it does, please submit appropriate program and budget revisions. (Reference Section: 29-1-2)
- 46. Section 11-3 and pages 46-7 and 55-1 differ on the proposed student enrollment figures (e.g., 200-300 versus 424, 531, and 728). Please explain, and if appropriate, submit appropriate program and budget revisions.

- 47. Please provide more detail on the terms and conditions of the proposed \$1.0 million loan arrangements, such as what they will be used for, what revenues will be used to repay the loan(s), and the payment agreements. This includes the school trustee (CT) and her family's loan proposal to the school.
- 48. Please provide more detail regarding health and food services.
- 49. With regard to fiscal policies, the applicant needs to provide more detail. In addition, the fiscal policies should be revised to indicate that they are "draft" policies. This also applies to the purchasing policies and procedures and the internal control procedures. (Reference Section: 49)
- 50. Please submit an opinion from a NYS Certified Public Accountant on the school's financial statements per Generally Acceptable Accounting Principles per the American Institute of Certified Public Accountants.
- 51. In Section 47-1-3, with regard to the budget proposals, please provide detail on the status, source and amount of each grant, contribution and donation (i.e., commitment letters) for the start-up year, first year of operation and years 2-5. NYS Grant only applies to the start-up year and the first year of operation; explain why grant monies are listed for the second year of operation. Please revise and submit appropriate budget revisions.
- 52. Please explain what are the Categorical Revenues \$169,130. Contingency items should either be deleted or list the appropriate object per GAAP.
- 53. Title I Revenues appear to be excessive; please explain how the figures were calculated. Revenues must be consistent with GAAP; if they are not identifiable and measurable, please revise and submit appropriate budget revisions.
- 54. The budget proposal does not include funding for a Nurse, Physical Education and LEP teachers, or for the Executive Director position. Please explain, and if appropriate, submit budget revisions.
- 55. The applicant should provide a breakout of the different types of insurance, coverage amounts and costs. (Reference Section: 44-5)
- 56. School pay and work hours appear to be different (e.g., 8:35a.m. 5:50 p.m. vs. 7:45 a.m. 4:45 p.m.); please explain and submit appropriate narrative and budget revisions. (Reference Section: 11-3 and Exhibit G-5)
- 57. School facility, expansion, lease/purchase arrangements, loan arrangements, collateral, dedicated rental/mortgage revenues, site location, and floor plans are unclear or were omitted. Please explain Section 55-1 and the reference to beneficial economies of scale for year 6 of operation. (Reference Sections: 44-2, 44-5, 44-6,44-11,44-12, 47, 55-1)

- 58. Public school revenues to the charter school are dependent upon the number of students attending; and the proposed charter school, based upon the signed petitions, appears to have a relatively small number of potential students, far less than the proposed first year enrollment figure. Please explain.
- 59. Please explain how students will be transported to the charter school when NYC schools are not in session. If appropriate, submit appropriate budget revisions.

The State Education Department is continuing its review of this submission. Therefore, please be advised that additional comments regarding issues related to the provision of services to students with disabilities may be sent under separate cover. Please provide the above information directly to the Office of New York City School and Community Services (Brooklyn and Albany, NY), Charter Schools Unit, by the close of business **Wednesday**, **August 14**, **2002**. The Charter School Review Panel will meet to consider the responses and develop a recommendation for the Board of Regents regarding the adequacy of the proposed charter. If you have any questions, please call Dr. Lisa Long at 718-722-2796.

Sincerely,

Shelia Evans-Tranumn

cc: Review Panel

Charter Schoole Unit

JUL 15 2002

CHARTER

DATED AS OF SEPTEMBER 15, 2002

BETWEEN

BOARD OF TRUSTEES OF THE STATE UNIVERSITY OF NEW YORK

AND

APPLICANT FOR THE EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL

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CHARTER

This agreement is executed on this ____ day of _______, 2002 by and between the Board of Trustees of the State University of New York (the "Trustees") and EVA DE LA O (the "Applicant") to establish and operate the EAST HARLEM VILLAGE 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. <u>Charter</u>. This agreement (the "Charter Agreement"), which incorporates the Application, attached hereto as Exhibit A, the oversight plan (the "Oversight Plan"), attached hereto as Exhibit B, the "Guidelines for Creating Charter a School Accountability Plan"

("Accountability Plan Guidelines"), attached hereto as Exhibit C, the policies regarding educational service providers (the "Educational Service Provider Policies"), attached hereto as Exhibit D, the additional assurances (the "Additional Assurances and Other Terms"), if any, set forth collectively and attached hereto as Exhibit E, 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 set the terms for the operation of the School and 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"). The certificate of incorporation, otherwise known as the provisional charter, may not modify or limit any terms of the Charter.

- 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 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, as set forth at subdivisions 2852(5-a) and 2852(5-b) of the Education Law. It is understood that prior to its issuance and the Effective Date, 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 Effective Date, 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.
- 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 in Section I of the Oversight Plan (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, 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. <u>New Information</u>. 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 Application contains 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 <u>ab initio</u>. 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.
- 1.5 <u>Location and Facility</u>. The edifice in which the School is to be located shall be known as the school facility (the "School Facility"). At its inception the School Facility shall be at the address identified in the Application, or, if no address is identified, in such other appropriate building within the school district identified in the Application. Prior to May 15 of the year in which the School first provides instruction, the School Corporation shall have:
- (a) entered into a lease, purchase agreement or other such agreement (the "Facility Agreement") under which the School will have all rights and permissions as are necessary to operate as a school in the School Facility according to the plan set forth in the Application; 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 and 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 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 year in which the School is originally scheduled to provide instruction, the School Corporation may not commence instruction until the start of the succeeding school year, 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 that the School is then scheduled to provide instruction. Pursuant to paragraph 2851(2)(i) of the Education Law, and notwithstanding any contrary provision of this paragraph, in the event that the Application does 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.

- 1.6 <u>Change of Location</u>. The School may change its physical location or obtain additional facilities within the same school district identified in the Application, provided that the School Corporation obtains the Permits as are required by paragraph 1.5, as well as 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 and the Regents 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 together with a schedule equivalent to the Facility Completion Schedule and a statement setting forth the material terms of the lease or purchase agreement; and
- (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 and the Regents 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 60 day notice requirement for good cause shown.

SECTION 2. OPERATION OF SCHOOL

2.1 <u>Mission Statement</u>. The School Corporation shall operate under the mission statement set forth in the Application.

- 2.2 Age; Grade Range; Number of Students. The School Corporation shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Application, or as specifically directed by the Trustees in approving the Application (which ages, grades and numbers, if different than those set forth in the Application, shall govern), provided that the School Corporation, upon making all reasonable efforts to recruit students, may enroll a lesser number of students in each grade without being deemed in material breach of the Charter. The School Corporation must obtain prior written approval from the Trustees prior to:
- (a) enrolling any student, who, if enrolled, would cause the School's total enrollment to exceed the maximum projected enrollment of the School for that academic year (as set forth in the Application or if specifically directed by the Trustees, then as directed by the Trustees) (the "Projected Enrollment"); or
- (b) commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the Projected Enrollment or the total enrollment of the School is less than fifty (50) students.
- Admission. Any child who is qualified under the laws of New York for admission to a public school is qualified for admission to the School. Admission of students to the School shall not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion, or ancestry, provided that nothing in the Charter shall be construed to prevent the establishment of a single-sex charter school or a charter school designed to provide expanded learning opportunities for students at-risk of academic failure, as may be provided for in the Application. If there are more eligible applicants for enrollment in a particular grade than there are spaces available, applicants for such spaces shall be selected for enrollment by a random selection process. Notwithstanding the above, an enrollment preference shall be provided to pupils returning to the Charter School in the second or any subsequent year of operation, unless expelled for cause, pupils residing in the school district where the School is located, and siblings of pupils enrolled in the School. The School Corporation may refuse admission to any student who has been expelled or suspended from a public school until such period of suspension or expulsion has expired, consistent with the requirements of due process. Additional admission policies and withdrawal procedures shall be implemented as set forth in the Application. The Trustees, upon a finding that the outreach and marketing measures taken by the School Corporation are inconsistent with such measures as are outlined in the Application or required by law, 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.
- 2.4 <u>Student Learning and Achievement</u>. The School Corporation shall implement the educational programs set forth in the Application in order to allow the students to meet or exceed

the performance standards set forth in the Application. The educational programs of the School shall be designed to meet or exceed the student performance standards adopted by the Regents.

- 2.5 <u>Evaluation of Pupils</u>. The School Corporation shall implement student assessment requirements applicable to other public schools, except as otherwise specifically provided in the Act and administer Regents examinations to the same extent such examinations are required of other public school students. In addition, the School shall supplement the above assessment tools with the other assessment tools, if any, set forth in the Application or in the Accountability Plan, which plan is described in the Accountability Plan Guidelines, attached hereto as Exihibit C.
- 2.6 <u>Curriculum</u>. The curriculum established by the School shall be consistent with the model curriculum set forth in the Application and shall address all New York State performance standards. The School Corporation shall have the right to make reasonable modifications to such curriculum in order to permit the School to meet its educational goals and student achievement standards.
- 2.7 <u>School Calendar; Hours of Operation</u>. The days and hours of operation of the School shall not be materially less than those set forth in the Application and in no event shall the School provide less instructional time during a school year than is required of other public schools.
- 2.8 <u>Disciplinary Code</u>. The School Corporation shall implement the rules and procedures for discipline, including guidelines for suspension and expulsion, set forth in the Application. The School Corporation may make modifications or additions thereto which are consistent with applicable law, including due process and federal laws and regulations governing the placement of students with disabilities, including but not limited to the Individuals with Disabilities Education Act and 34 C.F.R. 300, so long as such changes are adopted by the School Board.
- 2.9 <u>Nonsectarian Status</u>. The School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The School Corporation shall insure that the School is not wholly or in part under the control or direction of any religious denomination.
- 2.10 <u>Code of Ethics</u>. The School Corporation, its trustees, officers and employees shall be guided by the code of ethics of the School set forth in the Application, and the School Corporation shall disseminate the code in written form to its trustees, officers and employees.
- 2.11 <u>Non-discrimination</u>. 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.
- 2.12 <u>Governance</u>. The School Corporation shall form a board of trustees of the School Corporation (the "School Board") which initially shall consist of those individuals specifically named in the Application (the "Founding School Trustees"). 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 2.13 of this Charter Agreement. The School Board shall operate pursuant to the by-laws (the "By-laws"), including but not limited to the term of office permitted, qualifications required of members of the School Board and the provisions for the election and appointment of new members. The School Board shall duly ratify the By-laws within fifteen (15) days of the Effective Date. The School Board shall have final authority for policy and operational decisions of the School though nothing shall prevent the School Board from delegating decision-making authority to officers and employees of the School Corporation. Notwithstanding any provision to the contrary in the Charter, in no event shall the School Board, at any time, be comprised of voting members of whom more than forty-nine 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. The Trustees may, at their sole discretion, waive this restriction upon a written request from the School. In the event that the Applicant(s) has/have submitted the Application in conjunction with a for-profit business or corporate entity, then directors, officers, employees, agents or individuals otherwise affiliated with such entity shall not comprise a majority of the members, voting and non-voting, of the School Board.

- 2.13 Selection of New School Board Members. All individuals elected or appointed to the School Board shall possess the qualifications for such position as are set forth in the Application. Prior to the appointment or election of any individual to the School Board who is not a Founding School Trustee, the School Board must submit to the Trustees (pursuant to and together with a duly approved resolution of the School Corporation) the name of the proposed member of the School Board 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 member of the School Board, 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 member may be seated by the School Board. A failure by the School Corporation or the proposed member to timely provide the School Trustee Background Information to the Trustees shall be grounds for rejection.
- 2.14 <u>Grievance Procedure</u>. The School Corporation shall implement the grievance procedure set forth in the Application. The School Corporation may make modifications or additions thereto which are consistent with applicable law, including due process, so long as such changes are adopted by the School Board. A copy of the School Corporation's grievance procedure shall be distributed to the parents and/or guardians of students enrolled in the School and made available to all others requesting a copy. Upon resolution of a grievance, the School Corporation shall provide, as part of its notice to the grievant, notice that the grievant may appeal the decision of the School Corporation to the Trustees of the State University of New York.
 - 2.15 Partnership with a Management Company. To the extent that the Application

contemplates entering into a contract with any entity (whether for-profit or not-for-profit), under which such entity will provide all or a substantial portion of the services necessary to manage and operate the School, then the School Corporation, by June 1 of the year in which the School is scheduled to first provide instruction, shall enter into a legally binding and enforceable agreement with such entity named in the Application (the "Management Company") in a form substantially similar to that contained in the Application ("the "Management Contract"). The Management Contract shall set forth with particularity inter alia,

- (a) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to maintain the School Corporation's status under federal law as a 501(c)(3) entity; and
- (b) the extent of the Management Company's participation in the organization, operation and governance of the School.

Such Management Contract shall be consistent with the Educational Service Provider Policies set forth at Exhibit D. Thirty (30) days prior to entering into the Management Contract, the School Corporation shall provide a copy of the Management Contract in final form to the Trustees for its review and comment. Such Management Contract shall be accompanied by a letter from a licensed attorney retained by the Board in such form as described in Exhibit D. The School Corporation shall not enter into any contract for comprehensive school management services to be performed in substantial part by any other entity not identified as such in the Application without receiving prior written approval from the Trustees. To the extent that the application contemplates that the School Corporation was to be operated with the assistance of a Management Company under a Management Contract, the School Corporation shall obtain the prior written approval of the Trustees prior to operating the School without such Management Company's assistance.

- 2.16 <u>Parental Involvement</u>. The School Corporation shall take such steps and implement such processes as are described in the Application to promote parental and staff involvement in school governance.
- 2.17 <u>Student Transportation</u>. The School Corporation shall meet the transportation needs of students ineligible for transportation pursuant to section 3635 of the Education Law as provided in the Application. 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 Application, where such transportation was to be provided by contract with the school district, shall not be deemed a material or substantial violation of the Charter, where the 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.

- 2.18 <u>Health Services</u>. The School Corporation shall provide such health services as are set forth in the Application or otherwise required by law.
- 2.19 <u>Food Services</u>. The School Corporation shall provide appropriate food services.
- 2.20 <u>F.O.I.L. and Open Meetings Law</u>. The School Corporation shall implement policies in order to ensure that it is in full compliance with Articles Six and Seven of the Public Officers Law and all corresponding regulations.
- 2.21 <u>Compliance with Other Applicable Laws</u>. The School Corporation shall be in compliance with all applicable laws, rules and regulations.

SECTION 3. SPECIAL EDUCATION

- 2.1 Provision of Services. The School Corporation shall provide services and accommodation to students with disabilities as set forth in the Application and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1401 et seq.) and section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), including providing services to attending students with a disability in accordance with the Individualized Education Program recommended by the committee or subcommittee on special education of the student's school district of residence. To the extent not otherwise indicated in the Application, the School Corporation may elect to have such services provided by a student's school district of residence.
- 3.2 <u>Funding of Services</u>. 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 <u>Status</u>. The School Board shall employ and contract with necessary teachers, administrators and other school personnel as set forth in the Application.
- 4.2 <u>Personnel Policies; staff responsibilities</u>. 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 Application.
- 4.3 <u>Instructional Providers</u>. 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. 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 <u>Background Checks</u>. 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 school volunteers and employees and agents of any company or organization which is a party to a contract to provide services to the School) as is required or permitted by law.

4.5 <u>Collective Bargaining</u>. 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 <u>and</u> 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.

4.6 <u>Pension payments</u>. 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 <u>Management and Financial Controls</u>. The School Corporation shall at all times maintain appropriate governance and managerial procedures and financial controls. The School Corporation shall retain an independent certified public accountant or independent certified public accounting firm licensed in New York State which shall perform a review of the School Corporation's management and financial controls and who or which shall provide a statement to the School Board no later than June 15 of the calendar year in which the Charter first becomes effective concerning the status of such controls (the "Initial Statement"). The Initial Statement must address whether the School Corporation has the following in place:
 - (a) generally accepted accounting procedures;
 - (b) adequate payroll procedures;
- (b) procedures for the creation and review of quarterly financial statements, which procedures shall specifically identify the individual who will be responsible for preparing such financial statements; and
 - (c) appropriate internal financial controls and procedures.

In the event that the Initial Statement reveals that any of the above management and financial controls are not in place, the School Corporation shall remedy such deficiency no later than forty-five (45) days from the date the Initial Statement was received by the School Board. The School Board shall provide the Initial Statement to the Trustees upon its receipt and forward to the Trustees any remedial plans undertaken as a result of any deficiencies identified in the Initial Statement. Upon remediation having been completed and all deficiencies corrected, the School Board shall provide to the Trustees a statement by the School Corporation's accountant to such effect.

- 5.2 <u>Financial Statements; Interim Reports;</u> The financial statements which 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 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 government auditing standards issued by the Comptroller General of the United States, if applicable. The audited financial statements must be submitted to the Trustees within one hundred twenty (120) days of the School Corporation's fiscal year end. In addition, and pursuant to the same timetable, the School Corporation must require its independent certified public accountant or certified public accounting firm 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 along with a corrective action plan addressing any weaknesses or problems identified in the report. The School Corporation shall also conduct programmatic audits at least once annually, with such audit being comparable in scope to those required of other public schools.

- 5.4 <u>Fiscal Year</u>. 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 <u>Annual Budget and Cash Flow Projections</u>. 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 May 15 of the immediately preceding fiscal year. The School Corporation shall provide its annual budget and cash flow projection not later than August 1 of the first year in which it will provide instruction, if such budget or projection differs in any material respect from that set forth in the Application.
- 5.6 <u>Funding Procedure</u>. The School Corporation shall maintain accurate enrollment data and daily records of student attendance and shall report enrollment to school districts of residence of its students in a timely manner. Pursuant to subdivision 2856(1) of the Education Law, payments by the districts of residence shall be made in six substantially equal installments each year, the first on the first business day of July and every two months thereafter, such amounts to be calculated as set forth at section 119.1 of Title 8 of the New York Code of Rules and Regulations.
- 5.7 <u>Exemption from Taxation</u>. The School Corporation shall be exempt to the same extent as other public schools from all taxation, fees, assessments or special ad valorem levies on its earnings and its property, including property leased by the School Corporation. Instruments of conveyance to or from the School Corporation and any bonds or notes issued by the School Corporation, together with income therefrom, shall at all times be exempt from taxation.
- 5.8 <u>Collateral for Debt.</u> The School Corporation may pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit. However, the School Corporation shall not pledge or assign monies provided pursuant to subdivision 2856(1) of the Education Law in connection with the purchase or construction, acquisition, reconstruction, rehabilitation, or improvement of the School Facility.

- 5.9 <u>Tuition and Fees</u>. The School and School Corporation shall not charge tuition or fees to any student, provided that the School may require the payment of fees on the same basis and to the same extent as other public schools.
- 5.10 Outside Funding. The School Board may accept gifts, donations or grants of any kind made to the School Corporation and expend or use such gifts, donations, or grants in accordance with the conditions prescribed by the donor. However, no gift, donation or grant may be accepted if subject to a condition that is contrary to any provision of law or term of the Charter.
- 5.11 <u>Maintenance of Corporate Status; Tax Exemptions</u>. 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. 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.
- 5.12. <u>Insurance</u>. 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 Application 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; OVERSIGHT; ACCOUNTABILITY

- 6.1 <u>Annual Reports</u>. No later than August 1 of each year, beginning August 1 of the year immediately succeeding the year upon which the Charter is first effective, the School Corporation, pursuant to subdivision 2857(2) of the Education Law, shall submit to the Trustees and the Regents an annual report (the "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 and the Application; 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, the School Corporation shall provide the following information:

- (d) the school calendar for the following school year, setting forth the days and hours of operation for the regular school session as well as the summer session, if any is to be provided; and
- (e) a statement that all applicable leases, certificates and approvals necessary to operate the School at the School Facility are in full force and effect.

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

- 6.2 Oversight Plan. The School Corporation and the School Board acknowledge that the Trustees, or their authorized agents, have the right to oversee the School's operations in all respects, including 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 and implement the Oversight Plan, appended to this Charter as Exhibit B. The Oversight Plan consists of two elements:
- (a) a checklist of the Prior Actions required to be completed to the satisfaction of the Trustees before the School is permitted to provide instruction and receive public funds pursuant to Paragraph 1.3 hereof. The checklist is set forth at section I of Exhibit B; and
- (b) a monitoring plan that the Institute will implement (the "Monitoring Plan"), the requirements of which are set forth at section II of Exhibit B.

6.3 Accountability Plan.

- (a) The School shall develop an accountability plan (the "Accountability Plan") pursuant to and consistent with the Accountability Plan Guidelines and applicable law. The Accountability Plan Guidelines are attached hereto as Exhibit C. As provided in the Accountability Plan Guidelines, the Accountability Plan shall be submitted in final form to the Trustees by no later than April 1 of the year following the year in which the school first commenced instruction; and
- (b) notwithstanding the foregoing, if the Accountability Plan in its final form contains assessment standards or educational goals or objectives which are less stringent in any

material respect, then the Accountability Plan shall be deemed a revision of the Charter and shall be subject to the Trustees' approval and review and comment by the Regents as provided in subdivision 2852(7) of the Education Law; and

- (c) pursuant to and consistent with the Accountability Plan Guidelines and other guidance provided by the Trustees, the School shall submit to the Trustees on August 1 of each year that the School has provided instruction a progress report that sets forth the progress that the School has made that year in fulfilling its Accountability Plan (the "Accountability Plan Progress Report").
- 6.4 <u>Corrective Action</u>. 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 is not satisfactory, or that the School Corporation is not in compliance with the terms and conditions of the Charter, then the Trustees, in consultation with the School Corporation, may develop and implement a corrective action plan. Nothing contained herein shall 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 section 8.4 of this Charter Agreement.

SECTION 7. OTHER COVENANTS AND WARRANTIES

- 7.1 <u>Compliance with Laws and Regulations</u>. The School and School Corporation shall operate at all times in accordance with the Act and shall meet the same health and safety, civil rights, and student assessment requirements as are applicable to other schools.
- 7.2 <u>Transactions with Affiliates</u>. 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 of the School Board or any employee of the School Corporation 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.

SECTION 8. RENEWAL AND TERMINATION

- 8.1 <u>Renewal Notice</u>. 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
 - (A) 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

- (b) copies of each of the annual reports of the School, including the School report cards and the certified financial statements; and
 - (c) evidence of parent and student satisfaction.
- 8.2 Approval or Denial of Renewal. By no later than December 31 of the calendar year after which the Renewal Application is received by the Trustees, 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 section 8.5 of this Charter. 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 <u>Grounds for Termination or Revocation</u>. 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.
- 8.4 <u>Notice and Procedures</u>. 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 this 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.

8.5 <u>Dissolution.</u> In the event of termination of the Charter (whether prematurely or otherwise), the School Corporation shall follow the procedures set forth in the Application, 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 promulgated by them.

SECTION 9. MISCELLANEOUS

- 9.1 <u>Disclaimer of Liability</u>. 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 <u>Governing Law</u>. 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.
- 9.3 <u>Waiver</u>. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.
- 9.4 <u>Counterparts</u>; <u>Signature by Facsimile</u>. 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.

- 9.5 Terms and Conditions of Application. The parties hereto expressly agree that the Application sets forth the overall goals, standards and general operational policies of the School, and that the Application is 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 Application, the School Corporation shall be permitted to implement such policies, procedures, and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by the Act or the Charter, and (ii) are not materially different from those set forth in the Charter. Where there is a conflict between the terms of the Charter Agreement and the Application, the terms of the Charter Agreement shall govern.
- 9.6 <u>Revision</u>. This Charter may be revised only by written consent of the parties hereto and, in the case of material revisions, only pursuant to the section 2852(7) of the Education Law.
- 9.7 <u>Assignment</u>. 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.
- 9.8. <u>Notices</u>. 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:

Ţ	fto	the	Schoo	1 Corn	oration:
ı	1 163	1116	SCHOOL		CHALLCHI

With a copy to:

If to the Trustees:

Compliance Desk Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, New York 12207

9.9 <u>Severability</u>. In the event that any provision of this Charter or the Application

thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this 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.

- 9.10 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 Application and the other terms of this Charter, such other terms of this Charter shall control.
- 9.11 <u>Construction</u>. 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

 $\frac{1902}{\text{Date}}$

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

EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL

By: Eva De La O

Title: Applicant

BOARD OF TRUSTEES OF THE STATE UNIVERSITY OF NEW YORK

1 8/0 2 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

EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL

Date

By: Eva De La O

Title: Applicant

EXHIBIT A

APPLICATION

EXHIBIT B

OVERSIGHT PLAN

SECTION I

Prior Actions

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, 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, 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

Cabaal Nama	Evaluatar'a Nama
School Name	Evaluator's Name

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.		

STUDENTS AND PARENTS

Satisfactorily	Item	Comments	Date
Completed			Completed
	Parent and student		
	orientation is completed		
	or scheduled.		
	, , , , , , , , , , , , , , , , , , , ,		<u> </u>
	Student enrollment	·	
	procedures have been documented and a student		1
	roster is available to		
	teachers.		,
	Student records have been		
	received or requested and		
1	are/will be available to		,
	teachers for planning.		,
	vouciono tor premiumo.		
	A preliminary count of		
	students with special		
	needs is available.		
}			
	Student policies		<u></u>
}	(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.		

OPERATIONS

Satisfactorily Completed	Item	Comments	Date Completed
	Arrangements have been made for food service.		
	Provisions have been made for health services and immunizations, if appropriate.		
•	Provisions have been made for supplemental transportation of students if any are to be provided.		
	There are written plans for such life safety procedures as fire drills and emergency evacuation.		

FINANCE

Satisfactorily Completed	Item	Comments	Date Completed
	There is evidence of an accounting system with internal controls and fiscal policies.		
	A payroll system has been established.		

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.		

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
		·	

SECTION II

Monitoring Plan

As provided in Paragraph 6.2 of the Charter, 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 provide written notice to the Trustees fifteen days prior to the occurrence of any of the following:
 - 1. A material change in the School's disciplinary policies, including policies regarding student suspension or expulsion;
 - 2. A material change in the School's curriculum or instruction approach;
 - 3. A material change in the School Corporation's by-laws;
 - 4. A material change in the School Corporation's code of ethics;
 - 5. A material change in the insurance coverage acquired by the School Corporation; or
 - 6. A material change in any Management Contract to which the School Corporation is a party, including termination of such contract by either party.
- B. The School Corporation shall provide written notice to the Trustees within five business days of the occurrence of any of the following:
 - 1. Removals of, or resignations by, members of the School Board;
 - 2. Hiring or departure (resignation or dismissal) of the director/principal of the School;
 - 3. Execution of any contract or the incurring of debt in excess of \$25,000; or
 - 4. 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.

- C. The School Corporation shall provide written notice to the Trustees on an annual basis of the following:
 - 1. Expulsion of a student;
 - 2. Suspension of a student for more than five school days;
- D. [This space reserved and intentionally left blank]
- E. 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;

- 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. All records regarding the events and occurrences set forth in subsections A-C of the Monitoring Plan.
- F. 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 quarterly 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 E of the Monitoring Plan, interviews with 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. Attend meetings of the School Board;
 - 4. 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;
 - 5. 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, and (ii) material changes in the items set forth at subsections A or the occurrence of items set forth at subsection B this Monitoring Plan. Where appropriate, the Trustees shall issue remedial orders as permitted by subdivision 2855(4) of the Education Law;

- 6. 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; and
- 7. 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.
- G. 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 GUIDELINES

U.

Charter Schools Institute

Guidelines for Creating a Charter School Accountability Plan

Charter Schools Institute 74 N. Pearl Street 4th Floor Albany, NY 12207 (518) 433-8277 Fax: 518-427-6510

Version 2 / 2003

I. Overview

The Accountability Plan frames the argument you will make when you present yearly evidence of your progress to the SUNY Trustees and when you apply for the renewal of your charter. In addition, SUNY will use the data you provide to assess the success of charter schools statewide.

Because it structures how you will demonstrate your school's success, the Accountability Plan is primarily your document. It allows you to define success in terms with which you are comfortable and that adhere to your school's mission, and it allows you to chart your progress against the criteria you have set. Though you may make changes by filing an amendment to the plan, the idea is that once you have written your Accountability Plan, you will know from the outset how you'll be evaluated and what you'll need to do to prove you've succeeded.

You can and should start planning now for evaluation and renewal by ensuring that the Accountability Plan you write is aligned to your school's mission and charter and by setting a limited number of clear and measurable goals. Since the Accountability Plan will also be useful in presenting evidence of your success to parents, potential funders and members of the public, it's important that it be clear, concise and transparent; any reader should be able to tell what you set out to do and, as you report back on your progress, whether you have done it.

II. Mission Statement

Your Accountability Plan should begin with a clear and decisive mission statement- a description (in one or two sentences) of what the school intends to do for whom and to what degree. Some schools also use their mission statement to (briefly) address how they'll do these things if methodology is a particularly important part of their vision.

As is the case with all sections of the Accountability Plan, your mission statement should be written for a general audience. Avoid jargon and technical terminology- parents and members of the community who wish to know more about the school should be able to read the mission statement in your Accountability Plan and get a clear sense of your school and its vision. A mission statement that focuses on core elements and sets priorities will remind readers that you are responsible for following through on a very specific array of promises and that some aspects of school performance are more important than others.

There are a wide variety of resources that can help in writing or refining a mission statement, many of them on-line. Here are three suggestions:

An organization called the Internet Non-profit Center publishes an especially helpful overview of the craft and importance of writing good mission statements. You can find this site at: http://www.nonprofits.org/npofaq/03/21.html

The Information and Access Technology Lab at the University of Missouri offers a great overview of the literature on mission statements, summarizing the points of several of the best-known authors on the topic. The page can be found at http://www.phlab.missouri.edu/~ccgreg/mission.html.

Finally, the Alliance for Non-profit Management provides an especially clear guide to drafting mission statements at http://www.allianceonline.org/faqs/spfaq6.html

III. **Defining Your Goals**

Writing an Accountability Plan requires you to define your school's goals and then to outline a plan for measuring your progress in achieving those goals, specifying how much progress, exactly, will indicate success.

You should start by describing what success will look like at the school you've designed. How will you know if the school has succeeded? What will students know and be able to do? How will they act? What will parents say about the program?

Outline your goals in precise, declarative sentences. To start with the basics, for example, you might state that "All students at the Accountability Charter School will become proficient readers of the English language." Using a series of similarly straightforward goals, you should address critical aspects of your school's design, organizing your goals around three specific areas of operations -- Academics, Organizational Viability and Unique Programmatic Areas -- while placing the greatest emphasis on student learning in core academic areas.

While there's no ideal number of goals for you to include in your plan, you should seek to limit the number of ways you will measure yourself and to focus on what's most important. Articulating a dozen (or fewer) clear, carefully measured goals should allow you to provide a convincing story of your progress and will be more effective than using a score of vague, trivial or redundant criteria.

IV. **Determining How You Will Measure Progress**

For each goal you've outlined, you'll need to determine how you will measure your progress, and for each of those measures you'll need to indicate the level of performance you will expect your school or your students to achieve. It's not enough to say that you'll give students a certain assessment; you'll need to explain how you expect your students to perform on it if they're making progress.

Some issues to consider in designing measurements:

- * Measuring important goals in several different ways (using 'multiple-measures') is a particularly effective way to ensure that your Accountability Plan is accurate and measures the full breadth and depth of what you do. (See below for more information on using multiple measures)
- * An effective Accountability Plan should focus on measurability and should be cautious in setting up challenges that cannot be met. While teaching students to enjoy reading is an admirable goal, for example, measuring "enjoyment" is tricky at best. Changing attitudes is vital work but attitudes are challenging to measure. Regardless of what measures you choose to use, they should describe a means of assessment in which the lack of success would be as objectively apparent as the attainment of success.
- * It's equally important that your Accountability Plan focus on outcomes. The accountability part of the charter school bargain is based on the assumption that measuring what actions schools take (inputs) as opposed to what they actually achieve (outcomes) is part and parcel of the problem with ineffective schools. Outcome measures don't describe how much time students spent reading, how much money was spent on reading programs, or even what students read (all input measures) but rather assess the end product: how much they improved in their ability to read, for example.
- Try to design measures that will allow you to assess your success over differing time frames. You may want to describe the job skills your first graduating class will have five years down the road, or you may want to schedule watershed assessments at the end of specific years. At the same time you should also plan to document how you'll know if you are on the right track at the end of this year. In short, your Accountability Plan should provide you with adequate means to demonstrate your progress at any time in your school's existence.

Using Multiple Measures to Chart Academic Success

To adequately measure an important goal, student progress in reading for example, a school might measure progress in three different ways. The following example shows how three measures, all of which describe how progress will be assessed and how much progress will constitute success, can be attached to a single goal. The third measure, in particular, allows the school to assess skills beyond those measured on standardized assessments; such measures are most compelling when used in addition to externally validated tests.

Goals

All students at the Accountability Charter School will become proficient readers of the English language.

Measures:

- Students at the Accountability Charter School will improve their performance on the reading portion of the Stanford-9 by at least three percent per year, on average.
- Students at the Accountability Charter School will perform at a level higher than their peers in the Accountability City School District on the ELA portion of Regents-mandated examinations in all grades, as demonstrated by a greater percentage of students passing and by a higher overall average student score.
- All students at the Accountability Charter School will read aloud and discuss an essay of literary significance before a panel of teachers and outside experts at the end of their 8th and 10th grade years, achieving a "proficient" rating (or higher) from the panel for each of the following skills: elocution, comprehension and analysis.

V. Specific Requirements of the SUNY Accountability Plan

In addition to aligning accountability goals with your school's mission and charter, you'll also need to meet a few basic requirements that are common to all charter schools authorized by the State University of New York Trustees. As a result, some aspects of Accountability Plans will reflect efforts to assess unique elements of individual schools- a foreign language, say, or use of a particular philosophy like "multiple intelligences." Other aspects of the plans will look remarkably similar from school to school.

The following sections provide guidance and explanation for each of the three areas you are required to address: Academics, Organizational Viability and Unique Programmatic Areas. They also describe specific requirements within each section that are common all SUNY charter schools.

A. Academics – Your Accountability Plan should lead with the main story- the goals you are setting for your students' academic progress. Since your mandate as the operator of a charter school is not just to teach better but to objectively demonstrate that you are doing so, you should measure academic progress precisely and extensively. The burden of proof is yours.

<u>REQUIREMENTS</u>: Your assessment of your academic program must use three kinds of measures: absolute, value-added and comparative.

- Absolute Measures These are assessments based on absolute standards, that is, on mastery of specific skills and knowledge and are often referred to as "criterion referenced" assessments. On absolute measures, students must be able to perform at a given level that is determined in advance and remains the same no matter how students do on the tests. In New York, the Regents-mandated exams in elementary and middle school as well as the High School Regents Exams are the best known examples of absolute measures. Hypothetically, every student in the state could pass or fail one of these exams and the required passing score would remain the same. Rightly or not, these scores, more than any others, are used by the public to measure overall school quality. By administering the mandated exams, as required by state law and by the charter school statute, you automatically satisfy this requirement, though of course you may wish to use additional criterion referenced assessments.
- Value-Added Measures These assessments chart student progress over time and almost always involve the use of standardized, norm-referenced tests to compare student performance on key skills to hypothetical national averages. Examples of norm-referenced tests include the Terra Nova, the Stanford Achievement Test, the Iowa Test of Basic Skills, and the Comprehensive Test of Basic Skills. Using one of these tests to show added value is fairly simple but requires advanced planning. Essentially, it means giving the tests on two occasions and looking at the progress of the same group (or cohort) of students from one administration of the test to another. Since you'll need to report on the progress of your students starting when they entered your school, you'll need to test them as soon as (or just before) they arrive. This is called establishing a "baseline." Baseline scores can be compared to scores on the same test given at a later date to reveal how much children have learned in the interim.

Since value-added measures compare a school's students to themselves at an earlier point in time, they factor out demographic issues that influence performance and allow administrators to assess progress with a minimum of distortion. This makes value-added measures among the most useful forms of assessment, particularly for schools dealing with at-risk students. A school where 80% of students fail to pass the Regents Exam may be making tremendous progress that has yet to show up on criterion referenced tests or is lost amidst the larger discrepancies among students. Value-added testing can validate such progress. For these reasons, all schools should plan to use a nationally-normed, standardized test to make a value-added assessment of student learning each year in reading and math at least.

A note on reporting standardized test scores: Major test-makers will report test score data in a variety of formats. Please use the following guidelines in reporting your scores to CSI, SUNY and other constituencies:

In all official capacities, data should be reported using normal curve equivalents (NCE) or national percentile rank. Please be aware, however, that percentile ranks cannot be used to compute aggregate data. This means that if you prefer to report aggregate scores in percentile rank, you'll have to convert from NCE only after performing all calculations (i.e. adding or averaging scores). Whichever way you plan to report your data, please submit raw data on all tests to SUNY.

Test makers will also report scores to you in grade-level equivalents (GE). These scores are appealing because they are translated into an intuitive measure, the grade level and month corresponding to a student's performance on a given test. A grade-level equivalent of 4.3, for example, means that the test-taker performed as one would expect a student three months into the fourth grade to perform on the test. These scores are less exact than other measures, however, and cannot be used for aggregated calculations. Therefore, while you may use grade level equivalents to describe progress informally to parents, donors, and members of the school community, you should not use grade-level equivalents to formally report scores to

Important: To make a valid value-added assessment, always compare the same students over time. A common pitfall in using tests to assess student progress lies in using the same test to compare different students. A school that compared the math scores of this year's third grade to the scores of last year's third grade, for example, would be making an invalid measure. Only by comparing the math scores of students in this year's third grade to the scores of those same students (and only those same students) when they were in the second grade can a school measure how much progress it has fostered in its students.

• Comparative Measures—Once you've measured your students' progress against their own previous performance, you should weigh their progress against that of a comparable population.

The State Education Department currently uses comparable measures on its annual School Report Card, using demographics and school design criteria to divide New York Public Schools into 64 categories. A school's scores are compared to those of "similar schools" to gauge its progress against schools addressing the needs of similar populations across the state.

While you are encouraged to compare your students' progress to that of students in the school district from which your students have come, you have the option to construct the comparative model you feel is most apt for your students, using an actual or virtual cohort, instead of or in addition to such a comparison.

For example, if your students came from a variety of sending districts, you could instead compare their performance to the performance of students in the districts from which they came, weighted proportionately to reflect the percentage of charter school membership from each district.

If you felt that you had a population that was distinct from the overall population of nearby schools, you could use the percentage of your students living in poverty and the percentage of your students who were LEP to identify several comparison schools or districts (preferably local) with similar demographics.

In short, your accountability plan should find a way to demonstrate whether you are providing an improved educational alternative in comparison to local educational options or comparable populations at other schools.

Basic information on the State of New York's model for building comparative measures is available at the Similar Schools site at SED's Office of Elementary, Middle, Secondary and Continuing Education: http://www.emsc.nysed.gov/repcrd2000/similar.html. The page describes how the state constructs comparison groups for its school report cards.

Applying for a Variance to Requirements for Academic Measures:

If you feel that the requirements in the Academic section of the Accountability Plan restrict your school's ability to effectively improve student achievement or to meet the terms of its charter, you may apply for a variance. Variance requests must be submitted in writing to the Institute and may be approved, amended or denied, in whole or in part, by the Institute.

B. Organizational Viability – Beyond demonstrating your academic success, you will need to demonstrate that your school is and will remain a viable organization, that is, trustworthy, responsible, open, and well-run. Some of the issues you will want to address under viability include financial management, quality of governance, strength of community, and market demand. As with the section on academics, plan to focus on measurability and outcomes.

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- Enrollment levels, student turnover rates and any waiting lists in each grade-level your school serves on at least two dates (of your choosing) during the school year in addition to data on their status at the close of the school year.
- Attendance rates (reported in average percentage of enrolled students present)
- A budget for the most recently completed fiscal year
- A proposed budget for the next fiscal year
- A balance sheet for the most recently completed fiscal year
- The results of an independent audit.
- A survey assessing parent satisfaction and opinion, compiled during the most recent school year.

Other data that you might use in discussing organizational viability include faculty turnover rates, daily attendance rates, teacher satisfaction, professional evaluation results, internal use of rewards to support performance, and responsive Board of Trustees decision-making. Again, it is important to think in terms of outcomes for your measurements and this may mean generating data through surveys (of parents, teachers or students), for example, or by careful daily record keeping of student data (behavior, attendance) throughout the year.

C. Unique Programmatic Areas

Most charters promise to achieve more than just academic success: they stress character education or citizenship; they stress technology or foreign languages; they stress global awareness or public service. The final section of the Accountability Plan (and in some ways the most difficult) asks you to measure the results of these important projects. Measuring these goals is often difficult and requires some creativity. It's easy to fall back on inputs -- with the ease of doing so perhaps best demonstrated by the prevalence of the practice -- but, as is the case with academic subjects, sitting though a dozen classes on citizenship does not ensure that children will act like citizens. Scheduling regular visits by community members, parents or experts to assess behavior might work, however, as might polling parents in September and again in June about their students' understanding of their responsibilities as citizens. Giving students an authentic assessment on the topic twice a year to show where they started and how much they've grown could be another option. Again, it is up to you to generate creative and reliable ways to measure your progress against the core elements of your charter.

This section of the Accountability Plan offers the best opportunity to highlight the unique and unusual elements that your school adds to the education market in your district. If you are the only school that teaches a certain foreign language for example, or if it offers a bilingual program that most other schools don't, be sure to demonstrate how much progress students have made in those areas in addition to their other academic progress. In short, this is the area of the Accountability Plan where you can put a particular emphasis on showing what's unique about your school.

VI. Timeline for Production of Accountability Plans

The timeline for writing and implementing Accountability Plans has been accelerated to encourage schools to begin addressing the challenges of measuring progress as early in the year as possible. Interim and final deadlines are as follows:

- January 15 Last day for schools to submit draft Accountability Plan to CSI.
- January 25 Last day for schools to schedule follow-up meetings to review draft Accountability Plan.
- April 1 -- Last day for schools to submit final Accountability Plan to CSI.

Technical Support -- School Administrators, their designees and/or members of the Board of Trustees should plan to attend one of the "Accountability Plan Technical Assistance Workshops" given by the Institute. Attendance at one of these meetings is mandatory for all schools. A schedule indicating the place and time of each workshop will be provided to your school.

VII. Reporting Back

A comprehensive Accountability Progress Report regarding performance on all goals discussed in the Accountability Plan must be made to CSI by August 1 of each year. The Accountability Progress Report may contain additional information beyond what is required in the Accountability Plan, including a section assessing the school's progress in narrative terms, but all Accountability Progress Reports must contain data explicitly addressing each goal and measure in the Accountability Plan and should also include an index describing where each goal and measure is addressed if this is not readily apparent. Additional reports on progress against specific accountability goals may be filed with CSI at any time as "Interim Accountability Progress Reports," though partial submissions during the year should not replace part or all of the comprehensive report due August 1. CSI may require Interim Accountability Reports with specific deadlines as part of probationary or other action.

VIII. Filing an Amendment to your Accountability Plan

Should experience prove to you that the goals and/or measures you originally set for your school were unrealistic, inadequate, or imprecise, or should you wish to revise your Accountability plan for any other reason, you may file a proposed amendment to your accountability plan with the Charter Schools Institute. Amendments may be filed in writing between August 1 and October 1 of any calendar year and may be approved, amended or denied, in whole or in part, by the Institute.

IX. Corrective Action Plan

Should the Accountability Progress Report indicate that your school has not met one or several of the goals in its Accountability Plan, you may be asked to enter into a Corrective Action Plan pursuant to section 6.4 of the charter. Such Corrective Action Plan may ask you to use data and critical inquiry to further assess the causes of the insufficient progress and develop a plan and timeline with which to improve performance. CSI will work with your school to develop an approved Corrective Action Plan and may provide additional resources or expertise to help ensure that the Corrective Action Plan is effectively implemented. Since a Corrective Action Plan should respond to specific causes and be informed by original data and analysis, it should be written in informed response to a missed goal.

EXHIBIT D

EDUCATIONAL SERVICE PROVIDER POLICIES

EDUCATIONAL SERVICE PROVIDER POLICIES

The following policies are in force with regard to any and all agreements between the School Corporation and educational service providers ("ESP"s):

- 1. The School Board must retain independent legal counsel to review and negotiate the ESP agreement. Legal counsel for the School must not represent the ESP or principals thereof. The ESP agreement must be an arms-length, negotiated agreement between an informed School Board and the ESP. Prior to the School Board's approval of the ESP agreement, the School Board must obtain a legal opinion from its legal counsel, in a form and manner as set forth in Schedule A, and submit a copy of the legal opinion to the Charter Schools Institute on behalf of the Trustees.
- 2. The ESP agreement shall not restrict a School Board from waiving such governmental immunity as it may enjoy or require a School Board to assert, waive or not waive its governmental immunity.
- 3. The ESP agreement must contain at least one of the following methods for paying fees or expenses: (i) the School Board may either pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the School Board; or (ii) the School Board may advance funds to the ESP for the fees or expenses associated with the School Corporation's operation provided that documentation for the fees and expenses are provided for School Corporation Board ratification.
- 4. The ESP agreement must contain a provision that all finance and other records of the ESP related to the School Corporation will be made available to the School Corporation's independent auditor.
- 5. The ESP agreement must not permit the ESP to select and retain the independent auditor for the School Corporation.
- 6. If an ESP purchases equipment, materials and supplies on behalf of or as the agent of the School Corporation, the ESP agreement shall provide that such equipment, materials and supplies shall be and remain the property of the School Corporation.
- 7. The ESP agreement must contain insurance and indemnification provisions outlining the coverages the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance the School Board is required to obtain under the Contract.
- 8. The maximum term of an ESP agreement must not exceed five academic years.

SCHEDULE A

[Date]

Charter Schools Institute 74 North Pearl Street 4th Floor Albany, New York 12207

Re: [Name of School Corporation] Educational Service Provider (ESP) Agreement with [Name of ESP]

Dear Sir:

In my capacity as legal counsel to [Name of School Corporation] (the "Charter School"), I have represented the Charter School in connection with the proposed Educational Service Provider agreement between the Charter School and [Name of ESP]. As Charter School legal counsel, I have reviewed copies of the following documents:

- 1. The proposed Educational Service Provider Agreement, (the "Agreement"), between the Charter School and [Name of ESP];
- 2. The charter, dated as of February 1, 2002, between the Board of Trustees of the State University of New York and the Charter School (the "Charter"), including the "Educational Provider Policies" (the "Policies") located at Exhibit C.

I have also reviewed the bylaws of the Charter School, and originals and copies of such other documents, records, and statements of facts as I deemed relevant, and I have made such other investigations and inquiries, as I have determined necessary for the purpose of rendering the opinions set forth herein.

Based upon the foregoing, I am of the opinion that:

- 1. The Charter School is a New York nonprofit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to enter into the Agreement.
- 2. The Charter School's execution, delivery and performance of the Agreement does not violate any term or provision in the Policies and, to the best of my knowledge after due inquiry, the Charter School Board has complied with all terms and provisions in the Policies.
- 3. The Charter School's execution, delivery and performance of the Agreement does not permit or require an improper delegation of the Charter School Board's:

- a) statutory and fiduciary responsibilities under applicable law; or
- b) obligations and duties under the Charter.

In addition, the Agreement does not conflict with any of the provisions of the Charter.

Very truly yours,

[Name of Charter School Legal Counsel]

EXHIBIT E

ADDITIONAL ASSURANCES

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JUL 15 2002

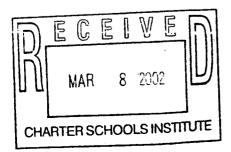
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Longo the SUNY Charter Schools Institute

East Harlem Village Academy Charter School

in partnership with
The Village Academies Network

Part 1



Volume I:
Attachments

CHARTER SCHOOL APPLICATION

TRANSMITTAL FORM AND COVER SHEET

Working	Name of Charter School: EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL.
Applican	t Contact: EVA DE LA O Print or type name Signature
APPLIC	ANT CONTACT INFORMATION
Mailing A	Address:NEW YORK, NY
Telephon	ne:
Facsimile	PLEASE SEND FAXES TO DEBORAH KENNY AT:
E-mail:_	
Partner C	Organization:
Contact:	
<u>schoo</u>	L SUMMARY
First year	grade levels to be served: 6TH GRADE
First year	targeted enrollment: 104
Location	(school district): NEW YORK CITY — COMMUNITY SCHOOL DISTRICT #4
	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
	FOR OFFICE USE ONLY:
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	Date Received:
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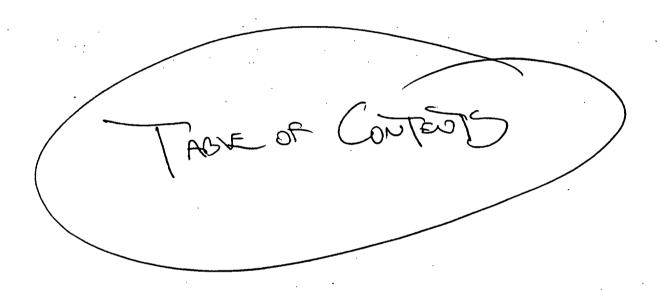


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Section I:

Establishment
& School Design

1. Name of The Charter School

Provide the name of the proposed charter school.

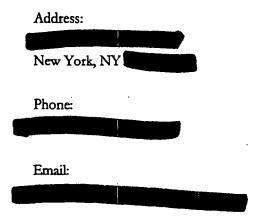
The name of the proposed charter school is the East Harlem Village Academy Charter School. Please note that, for the sake of simplicity, the school is often referred to throughout this application as the East Harlem VACS, or as EHVACS.

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2. Applicant

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 email address. If there is more than one applicant, you must then designate one applicant as the contact person for the application and provide the contact information set forth above for that individual. 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.

The lead applicant for the East Harlem Village Academy Charter School is Eva de La O, who will be a member of the charter school's board of trustees. Ms. De La O is a resident of the East Harlem community, and a music teacher who has dedicated h er life to education and community service.



Please refer to the following pages for a complete resume and biographical overview regarding Ms. de La O.

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EDUCATION

Juilliard School of Music Bachelor of Science in Music Major – voice/opera

Hunter College Graduate Studies / Ethnomusicology

City College (CUNY)
Educational Psychology
History of Education in the United States

New York University / Galatin Division

State University of New York Opera Seminar / Ghent State Opera, Belgium

Alberta Masiello / Metropolitan Opers Opera Master Class

Sanford Melssner / Neighborhood Playhouse Drama Class for Professionals

Music and Art High School (major: voice, minor: piano)

Central High School, San Juan, Puerto Rico (senior year)

Escuela Libra de Musica, San Juan, Puerto Rico (voice, theory, piano)

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WORK AND ACADEMIC EXPERIENCE

Musica de Camara Inc. Founder and Executive Director

York Preparatory School Music Department Chair

Adjunct Assistant Professor, Brooklyn College (CUNY)
Music Department
Puerto Rico Studies Department
Curriculum Department

Manhattan Community College (CUNY) Black and Hispanic Studies Department History and Music

Kingsborough Community College Bi-Lingual Department Adjunct Assistant Professor

Mercy:College (Dobbs Ferry Campus)
Music History

Jr. High School 54 Music Department Chair

Opera and Concert Experience (see attached)

ACADEMIC AND PROFESSIONAL HONORS

Presidential / National Endowment Award Nominee (1999)

Institute of Puerto Rican Culture / Arts Administration Award (1999)

Frank J. Noble Award / Lincoln Center for the Performing Arts (1998)

New York State Governor's Hispanic Americans of Distinction Award (1996)

Hispanic Magazine / Latina Excellence Award (1996)

El Diario La Prensa / Women of Distinction Award (1996)

The Pope Foundation for the Arts / Artist – Administrator Award (1994)

EVA DE LA O, SOPRANO is a versatile artist who has won praise for her performances in musical theatre, opera, oratorio and concerts.

Backstage music critic, Jennie Shulman described her performance in Verdi's "Nabucco" as "a voice that seemed unbelievable; something out of the golden age of opera... when flawless tonal beauty was uppermost rather than fake glamour and high-pressure publicity campaigns."

Her performance with the Puerto Rico Symphony Orchestra in Debussy's "L'Enfant Prodigue" was lauded by music critic Sylvia Lamoutte of San Juan's El Nuavo Dia as "a total revelation... displaying a secure upper register which easily filled the large hall... as did her pianissimos which were delicate and emotive."

As part of the Quincentennial Festival, Ms. De La O sang a series of concerts of Art songs of the Americas after which Ron Emery, music critic for the Albany Times called her "a magical singer who sings with the fine art of the great lieder singers, never letting the voice overwhelm the delicacy of the poetic vision or its sophistication."

Preferring the bel canto style, Ms. De La O made her operatic debut in Ghent, Belgium and was presented in Spain's Santiago de Compostela Music Festival by the late Argentinian composer Alberto Ginasteta. A graduate of the Juilliard School of Music, she also trained with the acting coach Sanford Meisaner and was directed by Garson Kanin on Broadway and Jose Ferrer Off-broadway.

Winner of the 1992 Pope Foundation Award, the artist is founder/director of the Music de Camara chamber music concert series since 1979 and has presented Puerto Rican classical musicians in concert in New York City. Ms. De La O has just recorded a CD of opera arias in Europe and has recently appeared as soloist with the Puerto Rican Symphony Orchestra in Beethoven's Ninth Symphony.

This year, she has been nominated to receive the National Medal of Arts given by President Clinton and the National Arts Council on the Arts.

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3. Opening Date

Provide the anticipated opening date for the charter school.

The anticipated opening date for the East Harlem Village Academy Charter School is July 28, 2003 for faculty, and August 11, 2003 for students.

4. Initial Term

Provide the requested initial term of the charter, which in no case is to exceed 5 years.

The requested initial term for East Harlem Village Academy Charter School's charter is 5 years.

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5. Enrollment

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 kindergarten, please indicate the minimum age that the school will require a child to have attained to be eligible for enrollment.

The East Harlem Village Academy Charter School's enrollment projection is as follows, given an average of approximately 26 students per class, and 4 classes per grade.¹

PROJECTED ENROLLMENT

Note: actual enrollment figures will vary depending on attrition rates.

	A Year/1	Year 2	<i>L</i> ∠Year 3	Year 4	Year 5
5th Grade	0	104	104	104	104
6th Grade	0	0	104	104	104
7th Grade	0	0	0	104	104
8th Grade	0	0	0	0	104
9th Grade	0	0	0	0	0
Total # of students	0	104	208	312	416

The East Harlem Village Academy Charter School anticipates opening with 104 5th graders, and expanding by a grade each year. By year 5, we would be a 5th-8th grade school, of 416 students.

EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL Attachment 5 - 1

¹ If the charter is approved and issued by the Board of Regents in September 2002, the initial term of the charter will expire in September 2007. Thus, the school will provide instruction to students for four years during the initial term of the charter.

6. Rationale for Enrollment Plan

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 grades or expand enrollment in the second or subsequent years of your charter, please explain the rationale for your growth plan.

We have selected to serve 6th-12th grade because there is a distinct need for quality secondary schools serving the East Harlem community. It is a segment that has been underserved both generally — most charter schools in New York serve elementary or K-8th grade students — and in East Harlem in particular.

Our enrollment plan has two main principles: (1) build one grade at a time, and (2) enroll students early enough to bring them to grade -level proficiency by high school graduation. The rationale behind these principles is as follows:

1. One grade at a time. We begin with 104 sixth graders, and add a grade every year. Starting with one grade, rather than at full capacity, provides a realistic time frame in which to focus on the various elements of school start-up while the student population is smaller. This strategy precludes one of the more common pitfalls of charter school start -ups, namely, trying to take on too much, too soon.

In addition this strategy will all ow us to build a strong culture for our students. A school with a longer school day and year, high expectations for conduct and achievement, and an intimate environment will be very different from what most of our students (and their families) have experienced. The earlier students acclimate to this culture, the more likely these expectations will become the "norm" for the school and the student body. Were we to begin with more than one grade, experience tells us that the older students' previous school experience could distract from the culture we are endeavoring to build.

2. Enrolling Early. The East Harlem VACS begins with 6th graders. We expect that the quality of instruction, personalized attention, nurturing environment, academic rigor and the extended time on learning (students will have spent the equivalent of 5 years in school from 6 -8th grade), will allow our students to be much closer to grade level by the

time they begin high school with us. Our aim is for students who may begin several levels below to "catch up" during 6th-9th grade, and to excel as high school students.

7(a). Similar Application Submissions

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.

No, we have not submitted any applications to any other charter entities simultaneous with the submission of this application.

7(b). Previous Application Submissions

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.

No, we have not previously applied for a charter.

8. Partnerships

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. If, on the other hand, you are filing this application in conjunction with a for-profit entity of a not-for-profit management company, and you are not applying in conjunction with any other of the entities described above, you may indicate that Request No. 8 is not applicable and proceed directly to Request No. 9. If you are not filing in conjunction with any entity, please so indicate in your responses to Requests Nos. 8 and 9 and proceed to Request No. 10.

- · Name of the organization;
- A letter of intent or commitment from a bona fide representative of the partner organization indicating that the organization is undertaking the partnership and the terms and extent of the undertaking;
- The name of a contact person for the partner organization;
- The address, phone number, facsimile number, and e-mail of such contact person for the partner organization; and
- A description of the nature and purpose of the school's partnership with the organization.

The East Harlem Village Academy Charter School is not applying in conjunction with any other organization as described above. Therefore, Request 8 is not applicable.

Please note that, for the purposes of planning, developing and supporting the school, the Village Academies Network Inc., a non-profit education organization, has provided and will continue to provide added value services and funding to the proposed East Harlem Village Academy Charter School.

9(a). Term Sheet of Educational Management Organization

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
- copies of the last two contracts that the management company has
 executed with operating charter schools (in New York and other states)
 and, if applicable, the status of those charter school' application for taxexempt status under section 501 (c)(3) of the Internal Revenue Code.

The East Harlem Village Academy Charter School does not plan to hire or partner with an educational management organization; therefore this request is not applicable.

9(b). Selection of Entity

Please explain how and why the entity was selected.

Request 9(b) is not applicable to this application.

9(c). Information Regarding Management Partner

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:
- The number of schools the entity presently manages (if any) and the location of those schools;
- · The length of time the entity has been in business;
- · The most recent annual report of the entity; and
- A description or summary reports of student achievement results in schools managed by the entity.

Request 9(c) is not applicable to this application.

Section II:
School Mission
& Summary



10. Mission

Develop and attach the mission statement for the proposed charter school.

The mission of the East Harlem Village Academy Charter School is to prepare our students to graduate from college and to contribute meaningfully to their families, communities, and nation.

As part of the Village Academies Network, we fulfill this mission by

- Teaching our students to be "academic athletes": with a passion for learning and the discipline of hard work
- Creating our school as a "village": a small, respectful learning community
- Investing in our teachers: building a results-driven organization where excellent educators thrive

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11. Executive Summary

Provide an "Executive Summary" for the proposed charter school.

For most children growing up in East Harlem, childhood means daily life marked by poverty, crime, the threat of serious health problems, and little to look forward to in school.

Every single one of the 19 schools in District 4 qualifies for Title One funding.² According to the 1990 Census, 62% of East Harlem residents live below the 200% Federal Poverty line.³ More than 85% of students in District 4 were eligible for free or reduced lunch in 2000 — as compared to 38% of students in the state.

Childhood asthma rates in East Harlem are the highest in all of New York City, infant mortality rates are the second highest, and youth crime — both felonies and misdemeanors — is rampant.⁴

In 2000, 69.9% of 4th grade students in District 4 failed to meet standards in English Language Arts, with the vast majority scoring at the lowest two levels. In Mathematics, 67.6% of 4th graders failed. And the grim truth is that things get even worse for these students as they pass their way through school. The vast majority of middle school students are not prepared for high school; instead, most students *lose* ground during these crucial years. The failure rate in English Language Arts increased from 69.3% of 4th graders to 78.2% of 8th graders; in Mathematics, the failure rate increased from 67.6% of 4th graders to a full 87.2% of 8th graders.

These students are trapped in a system of haves and have-nots. Those who are fortunate enough to receive a quality elementary and middle school education are prepared to gain admission to a selective public high school or a small alternative public high school. The rest end up in one of the many large anonymous high schools notorious for their high rates of dropouts and violence, and their low levels of achievement. Given the poor academic preparation received at a young age, it is no surprise that the high school dropout rate is extremely high in East Harlem, with 59% of persons over 25 years old not having graduated from high school.⁶

² Division of Assessment and Accountability. 1999-2000 Annual District Report: District 4. New York City Board of Education. 2000.

³ Department of City Planning. Demographic Profiles: A Portrait of New York City's Community Districts from the 1980 and 1990 Censuses of Population and Housing. City of New York. 1992.

⁴ Woudstr2, Kyre. Keeping Track of New York City's Children. Citizen's Committee for the Children of New York. 1999.

⁵ Division of Assessment and Accountability. 1999-2000 Annual District Report: District 4. New York City Board of Education. 2000.

⁶ Department of City Planning. Demographic Profiles: A Portrait of New York City's Community Districts from the 1980 and 1990 Censuses of Population and Housing. City of New York. 1992.

Many of these problems, in varying degrees, plague New York City's other neighborhoods. East Harlem is one of the few places, however, where all these factors combine with such intensity.

Without a quality education, these young people will be unable to earn a living wage, and destined to repeat the cycle of poverty. Many will turn, in despair, to drug use or crime. The situation is more than a community need. It is, by all measures, a state of emergency. Our children deserve better. Much better. Which is precisely why so many individuals — parents, community leaders, educators, elected officials, business leaders and concerned citizens — have joined together to develop and support the proposed East Harlem Village Academy Charter School. We submit this application with a sense of urgency and deep commitment to serve children who desperately need — and absolutely deserve — the best education possible.

Vision

Imagine students working so intensely that the world outside the essay or problem or experiment before them seems muffled and far away. Their work leaves them sweaty and exhausted and satisfied. They take their work home not because somebody told them that it's homework, but because it's theirs, they can't leave it behind, they're not done with it yet. The problem still needs solving, or the question must be figured out. Village Academies is a place where students work hard and love it, just as a real athlete is entirely immersed in her game, or a serious musician gets perfectly lost in his music. It is a place where students look forward to the challenge of a harder book or a more difficult equation, pushing their limits each day. Initially, this seriousness of purpose and focus on achievement comes from the school's high expectations and from passionate, highly effective teachers; ultimately it comes out of the student's experience of what he or she can achieve, and of what he or she wants to become.

Something is special about this place, this "village" that the students enter each morning as they gently walk through the academy's doors, as if their very nature is transformed by stepping in from the cold. In each face, a relaxed smile replaces the harsh exterior (a learned behavior, of necessity), for it is safe to be a child in this place. Even as their normal adolescent stress is daily compounded by the pressures of urban life, here in this village they learn to be vulnerable, and to care deeply about one another. There are no cracks to fall through.

Core Values and Features

Our educational program is grounded in three core values. These values are reflected in the features of our school.

The Academic Athlete. Students commit themselves to the demands of academic rigor, just as athletes who take their sport seriously, savoring challenge and hard work, and loving it.

- A longer school day (e.g. approximately 8:30-5:30) and longer year (e.g. between 190-200 days). A student who attends the East Harlem VACS from 6th through 12th grade will have spent nearly five more years in school than students in traditional public schools. This will provide students time to achieve academic mastery, to practice, to reflect deeply, and to fall in love with ideas and subjects.
- · A rich liberal arts curriculum shaped by rigorous standards of excellence.
- Approximately double the average time spent on reading and math in 6th and 7th grade.
- College planning beginning in 6th grade with a dedicated college preparation program.
- School uniforms reduce social and financial stress and signify students' respect for themselves and their endeavor.
- Meaningful "on demand and "over time" assessments show students, teachers and parents that students have essential skills at the ready, and can apply core content individually, deliberately, and compellingly.
- Promotion for achievement is the only way students advance from grade to grade.

The School As Village. As our name suggests, each academy is a small, respectful learning environment where every adult knows every student, teachers provide personalized attention, and students feel a sense of connection. These nurturing relationships and the sense of community that they engender, serve as an antidote to isolation and stress. There are no cracks to fall through.

- Small learning communities e.g. approximately 200-300 students per academy.
- Advisors for students with dedicated personal meeting time.
- Values—such as self-discipline, dignity, good judgment and caring—are integral to school life.
- High expectations for respectful conduct and speech and a serious focus on learning.
- · Village Council will be a gathering of the academy for debate, reflection

and inspiration on a regular basis.

· Strong connection and frequent communication with families.

Investing In Teachers. The single most important factor in ensuring that students achieve is effective teachers. Therefore every aspect of the Village Academies system and culture is designed to recruit, develop, support and reward excellent teachers. "Teacher effectiveness is 10 to 20 times as significant as the effects of other things. Of all the factors we study — class size, ethnicity, location, poverty — they all pale to triviality in the face of teacher effectiveness," says William Sanders, Director of the Value-Added Research and Assessment Center at University of Tennessee. According to a Stanford University researcher, "the difference between a good and a bad teacher can be a full level of achievement in a single school year."

Village Academy is a learning organization with professional development for faculty. Our model is built on giving teachers the time, support, supervision, information, resources, and perspective to maximize student achievement. At the outset, we recruit teachers who know and love their subjects. Once on board, we will provide teachers with meaningful professional development opportunities. Such opportunities might include:

- Grade Level and Departmental Kounaikenshuu. Teachers (in grade level and departmental teams) engage in the Japanese practice of collaborative instructional strategy, driven by quantitative and qualitative student performance data and serious study of students' work. Teachers who teach the same students gather regularly to understand what is working with particular students, and to build common strategies. Teachers also gather regularly within and across disciplines to review student work, and to ensure that there are common understandings of the criteria by which all student work is evaluated. Master Teachers, who are responsible for supervising, observing, coaching, coordinating and evaluating instruction, bring observational data from each class to the attention of the team, and monitor the effectiveness of common instructional strategies. Ultimately, Kounaikenshuu ensures the coherence of students' horizontal (within a grade) and vertical (over time) experience.
- Data-driven, meaningful feedback provided to teachers regularly by Master Teachers whose job is primarily to observe, supervise, coach, coordinate, and evaluate instruction.
- Instructional coaching and productive supervision provided to teachers regularly by Master Teachers.

⁷ Eric A. Hanushek. "The Trade-Off Between Child Quantity and Quality," *Journal of Political Economy*, 1992.

Master Teachers and the Principal promote the value of team work, give feedback that they expect teachers to use, and build a culture of "boundaryless" learning among the adults, such that all are relentlessly and collectively focused on maximizing all students' achievement.⁸

Standards

The East Harlem VACS will have high expectations of all students. A comprehensive, rigorous and detailed set of standards for all grades and subjects, aligned with New York State Standards, is presented in Exhibit C.

It is our aim, that upon graduation from 10th grade, all East Harlem Village Academy Charter School students will be able to:

- Pass the required New York State Regents Exams or Regents Equivalents.
- Write a clear, compelling, well-documented essay in standard written English.9
- Read, summarize, analyze and evaluate a newspaper editorial or comparable piece of writing on demand.
- Summarize, analyze and evaluate important works of literature, historical documents and speeches.¹⁰
- Speak clearly, and effectively to different audiences.
- Recite from memory important selections from literature and American documents.

^{8 &}quot;Boundaryless" is a term borrowed from Jack Welch, who saw it as "the idea that '[would] make the difference between GE and the rest of world business." He writes, "For our entire history, we had rewarded the inventor or the person who came up with a good idea. Boundaryless would make heroes of people who recognized and developed a good idea, not just those who came up with one. As a result, leaders were encouraged to share credit for ideas with their teams rather than take full credit themselves. It made a huge difference in how we all related to one another. . . .Boundaryless would also open us up to the best ideas and practices from other companies. . . .It would make each of us wake up with the goal of 'Finding a Better Way Every Day." (Jack Welch, Jack: Straight From The Gut, pp.186-87.)

⁹ Well-documented applies to research and evidence for an argument.

¹⁰ Summarize = what does it say? Analyze = what does it mean? Evaluate = what difference does it make? What do I think? How does it connect to something else?

- Make accurate and compelling historical comparisons of persons, politics, economics, ideas and struggles across time periods and continents.
- Deploy basic mathematical tools accurately and automatically.
- Demonstrate good number sense, estimation, and an eye for mathematical patterns on demand.
- Recognize and apply key scientific principles in new situations.
- · Perform and analyze an independent science experiment.
- · Conduct a basic conversation in Spanish with a native speaker.

Assessment

At the East Harlem Village Academy, we believe that assessment is both diagnostic (helping students, teachers, and parents to understand where improvement is needed and how to make changes in instruction and/or learning) and evaluative (providing students with a concise sense of where they stand). We emphatically regard assessment not as something done to students by teachers, but as a component in a transparent process of ensuring that students are masters of their own learning. To that end, the attainment of every standard is measured by valid and reliable assessments, whose criteria are made transparent to all stakeholders — teachers, students and parents. Moreover, assessment data is used regularly by teachers to revise instructional strategies across a grade (horizontally) or within a discipline (vertically). Some assessments are "on demand," asking students to demonstrate that they have basic skills at the ready at all time. Some assessments (such as Regents tests) are "snap shot" tasks, where students are asked to demonstrate what they know about a particular subject during a single sitting. Other assessments (such as research papers), are "over time," and ask students to apply content in unique, deliberately and compellingly. Students are expected to pass the required internal and external assessments (e.g. the Regents Exams) in order to earn a diploma.

Technology

Village Academies will integrate technology across the curriculum, and across teaching and learning and administrative practice. Technology is integrated throughout the learning experience. A student information system will maintain student performance data organized and tracked in a range of dimensions. In addition, we are currently in the process of exploring possibilities of online tutoring.

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Section III:

Academic Program, Standards, Curriculum, & Assessment

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12(a). School Calendar

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 East Harlem Village Academy Charter School's calendar is generally aligned with the New York City School District's calendar, but will offer students approximately 190 to 200 instructional days, and expect between 200 to 215-day teaching year from faculty. Our integrated model of professional development precludes the need for professional development days which interrupt students' learning. Please note that the school will send home monthly reports of student progress, and will hold meetings with parents each trimester. The school expects to be on a "trimester+" schedule, with three terms of 12, 12, and 12 weeks respectively, and a four-week winter term in between the second and third trimesters. The calendar and description contained herein represent an illustration of the anticipated school calendar for our school.

Summary of Key Features

- 1. Approximately 200 days for students, August 11, 2003 to June 22, 2004.
- 2. Approximately 215 days for teachers, July 28, 2003 to July 2, 2004.
- 3. Three Trimesters of approximately 12 weeks each.
- 4. Follows New York City Holidays.
- Anticipated 4-week Intersession, between Trimesters 2 and 3, to allow for remediation for students who are struggling academically, and for enrichment for students who are mastering all content and standards.

2003-2004 SCHOOL YEAR DRAFT

July

Monday	TUESDAY	Wednesday	Thursday	Friday
28 Teachers Report	29	30	31	

August
15 school days

Monday	TUESDAY	WEDNESDAY	Thursday	FRIDAY
				i
4	5	6	7	8
11 Trimester 1 begins; Students Report	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 20 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Labor Day	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

October 21 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
		1	2	3
6 Yom Kippur	7	8	9	10
13 Columbus Day	14	15	16	.17
20	21	22 .	23	24
27	28	29	30	31 Trimester 1 ends

November 17 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
10	11 Veteran's Day	12	13	14
17	18	19	20	21
24	25	26	27 Thanksgiving	28

December 15 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22 Winer Break	23	y Landau		26
20	30	3		

January 19 school days

MONDAY	TUESDAY	WEDNESDAY	Thursday	PRIDAY
	•			2
5 Classes Resume	6	7	8 .	9
12 .	13	14	15	16
19 Martin Luther King, Jr. Day	20	21	22	23
26	27	28	29	30

February 15 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2	3	4	5	6
9	10	11	12	13 Trimester 2 ends
16		18		20
February Break				

March
23 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
			- 25	
22 Trimester 3 begin	23 ns	24	25	26
29	30	31		

April
17 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	•		1 ,	2
5 r Spring Break	61		8 (2) (2) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4	
12 Classes Resume	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 20 school days

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25 .	26	27	28
31 Memorial Day				

June
17 school days (200 school days total)

July

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	Friday	
				Last Day of School for Teachers	
5	6	7	8	9	
12	613:	14	15	16	
19	20.	2	2	2	
26 Teachers Report	2	26	20 3 3	30	

12(b). School Schedule

Provide a daily schedule of the periods of instruction, i.e. academic subjects, recess or recreation, study periods, and length of the school day, including start time and dismissal time for each grade that you are to serve during the term of the provisional charter.

Following is an overview of what we anticipate will become the school schedule and core features of the day. The schedule and its features are provisional and will be refined based on input from various individuals, including the principal.

Key Features and Explanations

ADVISORY TEAM

Each morning begins with a half-hour Advisory Team. While some administrative details are dealt with during this time, it is an opportunity for students, teachers, and all staff to meet in small groups and develop relationships. Each adult staff member will work with a team of the same 10-12 students throughout the students' time at East Harlem Village Academy Charter School. One of the primary functions of the advisory team is to allow advisors to go over progress reports with individual students on a weekly basis. In addition, an internally developed curriculum will be followed across the advisory teams, and may cover the following topics: Organizational and Study Skills; Health; Character Education; Silent Reading; Current Events; Study Skills; Goal Setting.

WORKOUT

WorkOut provides sustained time blocks where students produce work on demand. This will include writing in all core subjects to be assessed by a standard rubric. This time block may also include test preparation in the 8th-12th grades.

ARTS

The Arts include Music, Visual Arts, Theatre, and Dance.

READING/SPANISH

In the 6th and 7th grades, students have 7 hours of English and Math and 3 hours of Reading each week. This allows us to address the deficits that we anticipate our students will

have when they enter the school. By the eighth grade, one hour each of English and Math, and the three hours of Reading will be dedicated to Spanish classes.

ACADEMIC COACHING

Academic Coaching is a structured period where students can receive extra assistance from Teaching Assistants and Classroom Teachers. Students can access their teachers and Teaching Assistants and work in smaller groups to brush up on things they are struggling with in class. Academic Coaching is required for all students, every day (except Wednesday-when teachers are in Faculty Meeting) in grades 6-9. Academic coaching participation is contingent upon academic performance in grades 10-12.

INSTRUCTIONAL TIME PER WEEK (HOURS)

Core Subject	Grades 6-7	Grades 5-12
English	7	5
Math	7	5
Social Studies	4	5
Science	4	5
Reading	3	0
Spanish	0	5

Total 25 25

SAMPLE STUDENT SCHEDULE: GRADES 6-7

_	Managy	Tuestay	Wester Co.	Supra**	Felday
8:00-8:30	Advisory Team	Advisory Team	Village Council	Advisory Team	Advisory Team
8:30-9:30	English Language Arts	English Language Arts	WorkOut	English Language Arts	English Language Arts
9:30-10:30	English Language Arts	Sports	WorkOut	Sports	English Language Arts
10:30-11:30	Science	Science	English	Science	Science
11:30-12:30		Lunch/School Community Cleaning			
12:30-1:30	Sports	Social Studies	Social Studies	Social Studies	Social Studies
1:30-2:30	Arts	Arts	Arts	Arts	Sports
2:30-3:30	Math	Math	Math	Math	Math
3:30-4:30	Reading	Math	Reading	Math	Reading
4:30-5:30	Academic Coaching	Academic Coaching	Academic Coaching	Academic Coaching	Academic Coaching

SAMPLE STUDENT SCHEDULE: GRADES 8-12

	Monday	Success	Section 1	077.00	t in a
8:00-8:30	Advisory Team	Advisory Team	Village Council	Advisory Team	Advisory Team
8:30-9:30	English Language Arts	English Language Arts	WorkOut	English Language Arts	English Language Arts
9:30-10:30	Sports	Sports	WorkOut	Sports	English Language Arts
10:30-11:30	Science	Science	English Language Arts	Science	Science
11:30-12:30		Lunch/School Community Cleaning			
12:30-1:30	Social Studies	Social Studies	Social Studies	Social Studies	Social Studies
1:30-2:30	Arts	Arts	Science	Arts	Arts
2:30-3:30	Math	Math	Math	Math	Math
3:30-4:30	Spanish	Spanish	Spanish	Spanish	Spanish
4:30-5:30	Academic Coaching	Academic Coaching	Academic Coaching	Academic Coaching	Academic Coaching

SAMPLE TEACHER SCHEDULE: ENGLISH LANGUAGE ARTS, GRADES 6-7

	Routey	10.4	4.,	ilian (A)	E E E
8:00-8:30	Advisory Team	Advisory Team	Advisory Team	Advisory Team	Advisory Team
8:30-9:30	Class One	Class One	GLTK	Class One	Class One
9:30-10:30	Class One	Class Two	GLTK	Class Two	Class One
10:30-11:30	Class One	Class Two	Class One	Class Two	Class Two
11:30-12:30	Lunch	Lunch Duty	Lunch	Lunch	Lunch
12:30-1:30	DTK	FB	Class Two	IPT	DTK
1:30-2:30	Class Three	Class Three	Class Three	Class Three	Class Three
2:30-3:30	Class Three	IPT	IPT	IPT	Class Three
3:30-4:30	IPT	IPT	IPT	IPT	IPT
4:30-5:30		Academic Coaching (Rotating Schedule)	Faculty Meeting		

Explanation of Teacher Schedule

GLTK: GRADE LEVEL TEAM KOUNAIKENSHU

All core teachers in a given grade level meet to look together at student performance data and/or student work. Teachers also discuss and devise common strategies for improvement of teaching and of student performance based on observations of Master Teacher.

IPT: INDIVIDUAL PLANNING TIME

Individual time for course preparation, grading, meeting with parents, etc.

DTK: DEPARTMENTAL TEAM KOUNAIKENSHUU

All teachers of a given discipline meet to discuss curriculum or subject-based student work, and to make curricular and/or instructional revisions based on student performance.

FB: FEEDBACK

Teacher meets individually with Master Teacher to discuss his/her performance and to devise strategies for improvement.

ACADEMIC COACHING

Once a week (or less), teacher works with Teaching Assistants to provide extra assistance to students.

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13. Student Achievement Goals

Provide a description of the student achievement goals for the proposed school's educational program.

As is indicated in Exhibit C, our school expects students to demonstrate mastery of core content in skills in each subject and at each level in order to be promoted. Mastery is demonstrated by successfully passing a variety of assessments, some of which are on demand (a student shows that he/she has a set of needed skills at the ready at all times), snapshot (a basic content exam, not unlike the regents, where a student demonstrates that he/she has currently integrated a body of material into his/her understanding of things) or over time (a student takes time to integrate a large amount of material into a sustained effort to answer a large question). These subject and grade-level assessments are all designed to ensure that our students graduate having fulfilled the achievement goals listed below. For each goal, we will have precise tools to measure its achievement with precise criteria of what its achievement actually means.

It is our aim that all East Harlem Village Academy Charter School students will meet or exceed the performance standards set by the Board of Regents, and, upon graduation from 10th grade, will be able to:

- Pass the required New York State Regents Exams or Regents Equivalents.
- Write a clear, compelling, well-documented essay in standard written English.¹⁰
- Read, summarize, analyze and evaluate a newspaper editorial or comparable piece of writing on demand.
- Summarize, analyze and evaluate important works of literature, historical documents and speeches.¹¹
- Speak clearly, and effectively to different audiences.
- Recite from memory important selections from literature and American documents.
- Make accurate and compelling historical comparisons of persons, politics, economics, ideas and struggles across time periods and continents.
- · Deploy basic mathematical tools accurately and automatically.

EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL
Attachment 13 - 1

¹⁰ Well-documented applies to research and evidence for an argument.

¹¹ Summarize = what does it say? Analyze = what does it mean? Evaluate = what difference does it make? What do I think? How does it connect to something else?

- Demonstrate good number sense, estimation, and an eye for mathematical patterns on demand.
- Recognize and apply key scientific principles in new situations.
- · Perform and analyze an independent science experiment.
- · Conduct a basic conversation in Spanish with a native speaker.

14. Learning Standards, Curriculum, and Alignment with New York State Standards

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 response to Request 14 is submitted, per instructions, as Exhibit C. The charter school will ensure that instruction is provided to students in each of the seven learning standard curriculum areas.

15(a). State Assessments

A ttach a schedule of the state assessments that the charter school will administer.

The East Harlem Village Academy Charter School accepts its responsibility as a charter school to meet or exceed the performance standards established by the Board of Regents. As such, we will administer the required New York State grade-level exams for public school students.

In grades 6-8, we will administer the NYS Intermediate Level Tests in English Language Arts, Math, Science, Social Studies and Technology at the end of the 8th Grade.

For our high school students, the following will be the minimum requirements, allowing them to earn a Regents diploma:

NYS REGENTS ("COMMENCEMENT") EXAMS

Exam	Regents Exam
English	Comprehensive Regents Exam
Math	Math Course A
Social Studies	Global History

Science

Global History U.S. History & Government Earth Science, Biology; By When
Anytime before graduation
A requirement to pass 9th grade
Anytime before graduation
Anytime before graduation

Earth Science, Biology; At least one, anytime before graduation Chemistry or Physics

We will encourage our students to earn an Advanced Regents Diploma, for which they will also need to pass the following Regents exams before graduation:

Exam	Regents Exam	som star i By When
Math	Math Course B	Anytime before graduation
Science	Earth Science, Biology; Chemistry <u>or</u> Physics	A second one, anytime before graduation
Foreign Language	High School Foreign Language Proficiency Exam	Anytime before graduation

We will prepare students to pass each of the above Regents exams at the end of the grade level for which they are scheduled by the Regents (with the exception of the Math A exam, which we require students to pass a year ahead of schedule). In the case of science and history exams, we will urge students to take the exams upon completing the courses whose content are aligned to the particular content of the exams. In science courses in Grade 9 and again in Grade 10, students will engage in a minimum of 1200 minutes of laboratory work, in order to prepare them to take the NYS Regents exam.

The school shall administer such additional assessments as may be required to fulfill the assessment and accountability provisions of No Child Left Behind and any of the provisions of state and federal law.

15(b). Standardized Tests

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 East Harlem Village Academy Charter School will administer a nationally normed test, e.g. the Terra Nova standardized tests in Reading and Math soon after they are selected by lottery for our school (in the spring of their 5th grade year), and as students in our school, at the beginning and end of the 6th, 7th, and 8th grade years. We will use these tests to benchmark students when they enroll, to plan pre-sixth grade remediation work, to measure annual gains, and to assist with instructional strategies. We anticipate using these tests because they are closely aligned to the New York State Frameworks.

In addition, all East Harlem Village Academy Charter School students will be encouraged to take the SSAT in the 9th grade year (to practice an SAT-type test) the PSAT in the 10th and the 11th grades, and the ACT and/or the SAT at the end of 11th and/or beginning of 12th grade. As a school serious about preparing students to earn acceptance to colleges (and ideally to four-year colleges), we recognize that admissions and financial aid require strong performance on these exams.

In addition to these tests, the East Harlem Village Academy Charter School may license one or more on-line assessment packages that teachers can use to diagnose students' reading and math skills more regularly. One product we are considering is the new iReAch package put out by Scholastic.¹² It purports to be aligned to the Terra Nova and NYS assessments.

¹² Here is how the iReAch program is described:

iReAch offers immediate scoring and evaluative reports that serve as an indicator of how students are likely to perform on standardized tests. The program also can provide schools and district administrators an overview of how well schools are doing to increase student reading achievement. iReAch can produce individual, group, class, grade level, and school-wide progress reports. Innovative features include:

Student comprehension and vocabulary assessment is determined with authentic literature, through use of excerpts from a wide variety of award-winning children's books.

[•] Two forms of the test are available for each book title.

[•] Test questions have been correlated to the five major standardized tests including Metropolitan Achievement Test (MAT), California Achievement Test (CAT), Stanford Achievement Test (SAT), Iowa Test of Basic Skills (ITBS), and the CTBS Terra Nova, and the New Standards (NS) developed by the National Center for Education and the Economy and the University of Pittsburgh. In addition, the test questions are correlated to every statewide assessment of reading curriculum framework.

But more research will be needed to determine whether this system best diagnoses students' needs and best links data on students' performance to information useful for customizing instruction.

 Optional open-ended questions call for short-answer response and also assess target skills. These questions are scored online using a 5 point system for content, grammar, usage and mechanics, and spelling.

Optional writing prompts may be assessed as Novice, Apprentice or Proficient.
 Rubrics to evaluate writing prompt responses can be assessed for each mode of writing informative, expressive, and persuasive.

 Individual student data is used to make book recommendations to help with weakest skills and reinforce specific vocabulary and comprehension proficiency.

• Immediate scoring and evaluative reports are provided.

• Assessment format of the program helps to familiarize students with the structure of state and national tests, and helps to give students the confidence needed to do well.

 Professionally developed skills lessons offer skills definitions, key teaching points and activities on 39 comprehension and vocabulary skills.

16. Additional Assessment Methods

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.

Our Vision of Assessment

The East Harlem Village Academy Charter School's creed is results. It is our intention to ensure that all standards are transparent to all members of the school community—teachers, parents, students, community members, colleges and prospective students. Some additional assessment methods that we are currently considering include:

- Common Rubrics with Clear Criteria. Important skills such as reading and writing are essential across all disciplines and through all grades. All subjects and grade levels would use the same rubrics for assessing reading and writing. Currently we are considering adapting the 6 +1 TraitsTM Writing Rubric and the Traits of Effective ReadersTM Rubric developed by the Northwest Regional Education Laboratory. (See Attached.)
- Constant Collaboration to Establish Valid & Reliable Criterion Referenced Assessments. To ensure that our internal assessments are valid and reliable, teachers would regularly collaborate on assessing student work. It is one thing to say a good essay needs a clear thesis statement. But what do we mean by a thesis statement? Should this thesis statement in this student's essay earn a score of 5? Should this one score a 3? For internal assessments to be valid and reliable, to the maximum extent possible, all teachers should have the same understanding of what all criteria mean. Our process of Kounaikenshuu has teachers meeting regularly in grade level and departmental team meetings. This ensures that there is time built in for continual honing of rubrics in the context of students' work.
- Annual Audits. Annually we would ask college professors, journalists, and others who professionally use the written word to evaluate our students' work, and to ensure that our standards are consistent with what the real world requires.

Parental Ownership of Standards. Just as our teachers regularly
collaborate in reviewing students' work, and our students give each other
feedback, our school could offer parents sessions at which they too can
get to know well the standards we use to evaluate students' competency.

Three Kinds of Assessments

In addition to common rubrics and criteria for judging students' reading and writing, all classes could have the opportunity to use the following three kinds of assessments:

- On demand. Can a student apply skills or information to new situations when asked? An example would be expecting a student to produce a page of standard English prose in response to a prompt, without prior notice.
- 2. Snap shot. Can a student perform a discrete task or demonstrate understanding of a discrete assignment during a single sitting? An example would be the INS citizenship test, which we expect students to earn 100% by the end of the 9th grade year. We expect to have internally devised or off-the-shelf content exams that allow students to demonstrate at a sitting that they have grasped the basic course content.
- 3. Over time. Can a student demonstrate mastery of a complex assignment? An example would be the large papers required to pass each level of history.

The curriculum (Exhibit C, below) makes clear the specific on demand, snap shot and over time assessments to be used in each course in each grade.

As with all assessments developed internally, we recognize we must ensure validity and reliability. Over the course of the start-up year, we will work with outside experts to ensure that all tools used are valid and reliable. These internal assessments will be primarily

diagnostic. In so far as they affect promotion and graduation rates, composite data will be used to support the school's application for renewal. The precise weight they would carry in supporting that application would be determined in the school's Accountability Plan to be developed during the school's first year of operation.

Workouts

A potential feature of the East Harlem Village Academy Charter School is the weekly workout. This is a block of time wherein students get to complete a meaningful academic challenge with the real world pressure of time. It could be writing to a prompt on a subject from across the curriculum or the news. It could be muddling through a complex problem that requires the application of a variety of mathematical tools. Workouts provide a weekly opportunity for students to practice a certain kind of hard work, and for teachers across disciplines to look together at how students are doing.

School Performance Assessments

In addition to caring about the results our students achieve individually, we want to understand trends in our students' performance.

Longitudinal Study. We are currently in conversation with Harvard Economics Professor Caroline M. Hoxby to be part of her seven year old unique longitudinal study of charter schools, where she compares, over time, how students in charter schools do as compared to students who entered the charter schools' lotteries but matriculated elsewhere. This study will allow the school to understand trends in the value it adds to students' performance in school and beyond. It will also allow us to see if the results on our annual assessments reliably predict the success in college and beyond that we most care about.

17. Requirements for Diploma

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 East Harlem Village Academy Charter School will eventually serve 12th graders, but not within the requested term of the charter.

Section IV:
Student
Population

18(a). Serving Students with Disabilities

Provide the proposed school's methods and strategies for serving students with disabilities in compliance with all federal laws and regulations relating thereto.

General Philosophy: A Common Diploma

The East Harlem Village Academy Charter School will to the maximum extent possible by law and regulation expect each student to meet the school's student achievement goals and earn a diploma because of demonstrated competency and passage of required Regents examinations. Consistent with the policy of the New York State Department of Education, to the fullest extent possible, the same standards are used to rate the work of students with disabilities as are used to rate the papers of other students.

To the maximum extent appropriate, students with disabilities will be educated in mainstream classrooms. Special classes, separate schooling, or other removal of students with disabilities from the mainstream will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids cannot be achieved satisfactorily.

To the maximum extent appropriate, students with disabilities will likewise be expected to participate in, and where appropriate, receive credit for, nonacademic, extracurricular and ancillary programs and activities with all other students. Students with disabilities will receive all notices concerning school-sponsored programs, activities and services.

Services

Special education services at East Harlem Village Academy Charter School will be provided in accordance with the individualized education program (IEP) recommended by the Committee on Special Education (CSE) of the student's district of residence.¹

All subsequent references to the CSE refer to the CSE of the student's district of residence.

Review of IEPs and Compliance with Child Find Requirements of IDEA

The East Harlem Village Academy Charter School will comply with the federal Child Find requirements of IDEA (34 CFR Section 300.125), requiring public schools to have in place a process for identifying, locating, and evaluating students with disabilities. Once a student's name has been selected in the school's lottery (to be held on or about February, 2003) and his or her parent/guardian has officially enroll him or her in the charter school for August, 2003, the charter school will request all records, including IEPs from the child's current school, and will work with the CSE to transition students enrolling with IEPs. Students enrolling without IEPs who, on baseline testing and/or class performance, exhibit indicators of a possible learning disability, would be referred in writing to the chairperson of the CSE of the student's district of residence for an individual evaluation and determination of eligibility for special education programs and services. Such referrals will:

- 1. State the reasons for the referral and include any test results, records or reports upon which the referral is based;
- 2. Describe any attempts to address the student's performance prior to the referral, including any supplementary aids or support services provided for this purpose, if any, and,
- 3. Detail the extent of parental contact or involvement with the school faculty and staff prior to the referral.

A copy of such referral along with the procedural safeguards notice described in 34 CFR Section 300.504 will be sent to the student's parents. The special education teacher/coordinator and the Master Teacher will work with the CSE to make all needed changes to any student's IEP and to write a new IEP for previously undiagnosed students. Every effort will be made to have all IEPs properly in place by the end of the first trimester (12 weeks) of the school year. It is understood that student evaluations, reevaluations and revisions of IEPs, and the provisions relating thereto, are the responsibility of the school district of a student's residence. Our school will fully cooperate with the school district of residence and implement the IEP developed by the CSE of the student's district of residence for each student with a disability, and will ensure that all services detailed in that IEP are provided to the student.

Meeting Needs

Prior to meeting our students, we cannot know the exact special education services that will be necessary to meet their needs. Despite this, it is our first preference to directly provide and arrange for the special education requirements of our students, in collaboration with the CSE of the student's district of residence. However, we reserve the right to arrange to have these services provided by the school district or a third party should the need arise. The principal will hire a special education teacher/coordinator to meet the needs of our special education students. The special education teacher/coordinator will work with the Master Teacher and the grade-level teacher team to:

- Facilitate effective communication with the CSE of the student's district of residence;
- Ensure that all requirements of each student's IEP, including testing accommodations and disciplinary accommodations, are implemented in all classroom and other school settings;
- Represent the school at CSE of the student's district of residence meetings;
- Ensure compliance with all appropriate federal special education requirements;
- Provide instruction to an individual or groups of students in a separate location, according to the IEP;
- · Administer formal and informal educational assessments; and,
- Interpret and report the results of assessments, observations and consultations to the CSE and help develop appropriate programming strategies.

Working with the CSE

EHVACS will work in partnership with the CSE of the students' district(s) of residence to ensure the provision of necessary services to special education children and their families. Village Academies will be responsible for keeping the board apprised of any changes in federal law or regulations and steps needed to be taken to remain in compliance with all relevant state and federal mandates.

For purposes of Child Find (in accordance with 34 CFR 300.125), the regular grade-level teacher team, headed by the Master Teacher, will serve as the grade-level Child Study Team. This team follows a strict protocol of reviewing student work, and considering classroom-based data of student performance. The team meets at least once per week for two hours, and is in regular electronic communication. It provides a forum to discuss students' academic and behavior needs, and to generate, initiate and monitor solutions that marshal the resources of the school, the family and the community. When appropriate, it creates an awareness and understanding of the issues affecting the student. The team ensures and enforces common strategies for reaching every child, and opportunities for data-driven revision to those strategies. While this team will be an integrated part of the school's core approach to results-driven instruction, the team will work with the school's special education teacher/coordinator when its work focuses on students with or in possible need of IEPs. As explained above, any child suspected of having a disability will be referred to the CSE of the students' district of residence.

The grade-level Master Teacher and/or the special education teacher/coordinator will attend the CSE meetings and shall receive a copy of the IEP. If the CSE meeting conflicts with teaching responsibilities, we will, through the principal, ensure that substitute coverage is provided. The school's special education coordinator/teacher will provide copies of all progress reports and report cards to the CSE. We encourage the CSE to monitor the implementation of the special education program as needed, and to provide suggestions as to how we can improve our services to our students with IEPs. As required by the federal IDEA, the student's teacher's learning about what seems to work and what does not seem to work well with a student will be conveyed to the CSE in developing the student's IEP, provided that the student is, or may be, participating in the regular educational program. Every teacher of a student with a disability will be provided a copy of the student's IEP, and any information and training by the special education coordinator/teacher necessary to ensure the regular education teacher's understanding of and capacity to meet the student's needs. The special education coordinator/teacher will provide guidance regarding the most appropriate teaching strategies, resources and materials and will ensure that each teacher is informed of his or her specific responsibilities related to implementing the child's IEP. (Note that at least one of the student's regular education teachers and one of his/her special education teachers or providers will attend meetings with related to the student's IEP.)

IDEA Reporting Requirements

The special education teacher/coordinator, working with the grade-level Master Teachers and the principal, will be responsible for all reporting requirements, including child count, annual reports, students with disabilities suspended, and other required documents, consistent with confidentiality requirements. The East Harlem Village Academy Charter School will submit an annual report to the State Education Department accounting for all of its students with disabilities, the nature of each student's disability, and each student's educational placement and setting. We will make any necessary data available to the district in a timely fashion to allow the CSE to meet its reporting requirements. We will also comply with 8 NYCRR Section 119.3, and publish a "Charter School Report Card" which includes information relating to students with disabilities.

The following is a list of special education data reports to be submitted:

Form	Data	Submission Date
PD-1C	Count of Students with Disabilities	December 1
PD-4C	Students in School-Based Program and Separate Settings	February 1
PD-5C	Students Exiting Special Education and Accessing Post- secondary Education and Employment	August 1
PD-6	Special Education Personnel	February 1
PD-8	Students with Disabilities suspended for Disciplinary Reasons	August 1

Ensuring Privacy of Student Records

The maintenance of special education records shall comply with the Family Educational Rights and Privacy Act (FERPA) and IDEA. When special education records are received from a previous school district, the records will be reviewed and maintained by the special education teacher/coordinator. Confidential information, including previous IEPs, psychological reports, social work reports and any other reports, based on testing, shall be removed and identified as confidential. These confidential records shall be kept separate from general education cumulative records in a securely locked area. To view a child's special education record, a written request, together with the purpose for review must be provided. Before disclosure of any personally identifiable information relating to the student to someone other than the parent, the school will (except for those who have a legitimate educational interest) obtain a signed and dated written consent of the parent. This request, together with the parental notice, if required, is filed in the student's record to serve as the record of access.

Parent Notification of Student Progress in Meeting IEP Goals

Parents will be informed concerning their child's progress towards their IEP goals as part of the regular bi-monthly reports of student progress, and the trimester report cards. All reports of progress will identify in concrete terms each individual student's progress toward their individual goals. At least one of the student's regular education teachers and one of his/her special education teachers or providers will attend meetings with related to the student's IEP. In addition, the special education teacher/coordinator and/or the grade-level Master Teacher will participate in the annual review with the school district to review IEP goals and programming for the purpose of determining goals and programming for the next school year.

18(b). Special Education Assurances

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 of the East Harlem Village Academy Charter School assures that the school will adhere to all provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Act (IDEA), section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990. As addressed in Attachment 18(a), above, we will work with the CSE of our students' school district of residence to ensure that all students with disabilities:

- · 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.

In addition, the school will

• Employ, at a minimum, a properly certified individual as the school's special education teacher/coordinator, whose responsibilities will include coordinating with the CSE, providing information to the CSE if entering students have IEPs, and working with the CSE 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.¹⁴

EAST HARLEM VILLAGE ACADEMY CHARTER SCHOOL Attachment 18(b) - 1

¹⁴ The school may permit the special education teacher/coordinator to take on additional duties to the extent that they do not interfere with coordinator's responsibilities to ensure the school's compliance with the IDEA, section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990.

- 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;
- 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;
- 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, with clear procedures for maintaining files in a secure and locked location with limited access;
- 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;
- Not convene its own CSE, make evaluations of children suspected of being disabled, create IEPs, reevaluate or revise existing IEPs, or conduct due process hearings. The charter school understands that theses responsibilities are left solely to the CSE of the student's district of residence. Appropriate charter school personnel will attend such training and technical assistance seminars regarding the education and servicing of special education students as are required by the State University of New York, including those sponsored by the State Education Department.

The school's special education coordinator/teacher 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.

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19. English Language Learners

Attach a description of the program design, methods and strategies for serving students who are limited English proficient (LEP) in accordance with federal law, including Title VI of the Civil Rights Act of 1964 and the Equal Education Opportunities Act of 1974. Such description must include the following elements:

- The process for the identification and placement of students whose first language is not English and the methods for determining the kinds of assistance that these students may need;
- The manner in which the applicant will ensure that LEP students are not
 misplaced or tracked inappropriately in other classes (including those programs
 or classes designed to serve students with disabilities);
- The description of exit criteria and related objective assessment instruments
 and subjective methods that will ensure the appropriate student placement and
 monitoring of a student's progress over time;
- A description of the educational soundness of the program model pursuant to which LEP students will be provided services, including the authorities upon which the applicant relies to demonstrate that the program is likely to meet the educational needs of all LEP students;
- A statement that affirms that all students, regardless of language proficiency, will be provided necessary curriculum and instruction to allow them to achieve to the high standards set for all students in the school;
- A description of the planned implementation of the program model, including information regarding the allocation of resources to the service of all LEP students including
- · A description of how staff, curricular materials, and facilities will be used,
- A statement that affirms that LEP students will not be excluded categorically
 from curricular and extra-curricular activities because of an inability to speak
 and understand English, and
- A description of the planned evaluation of the program model over time, including the identification of benchmarks of success (and the corresponding bases for their establishment); the uses of standardized and other assessments; and the related disaggregation of data that will facilitate a program review and the measurement of progress of LEP students over time;
- A description of the planned outreach to parents in the community, including strategies for communicating with parents who are not proficient in English.

Philosophy

At the East Harlem Village Academy Charter School we regard ELL status as provisional—it is a temporary not a permanent condition. Students at the East Harlem Village Academy Charter School with limited proficiency in English will be expected to gain proficiency in English as quickly as possible. We will attempt to begin working with these students as soon as possible after it is clear they plan to attend our school. We will ensure that ELL students

will not be excluded from curricular and extra curricular activities based on an inability to speak and understand English, and also that ELL students 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 encourage participation in the charter school by all members of the East Harlem Village Academies Charter School community.

Identifying ELL Students

As a first step, we will attempt to identify ELL students through a post-enrollment interview done by the principal or his/her designee with each new student and his/her parent(s). If the interviewer determines that the student speaks no English, that student will be provisionally classified as an ELL student. If the interviewer determines that the student speaks some English, an oral exam will be administered. If the student scores below the established cut-off point on the test, that pupil will be provisionally classified as an ELL student. If the student scores above the established cut-off point on the oral test, we will have him/her take a written exam (such as the LAS-R or the LAB, both approved by the New York State Department of Education as appropriate ESL tests). If the student scores below the established cut-off point (40th percentile or statewide reference point) on the written test, he or she will be provisionally classified as an ELL student.

Once school opens, our teachers (who will receive training on educating ELL students) will observe students to determine English language proficiency. Any student suspected of having limited English proficiency will be tested (as above) to determine what level of services, if any, he or she needs. Any student classified and receiving educational services as an ELL student who subsequently tests above the 40th percentile will be deemed to be no longer in need of ELL services.

Rationale and Research

The East Harlem Village Academy Charter School will educate ELL students following a structured model of English language immersion. This approach has increasingly attracted public attention and support particularly in light of California's ban on traditional bilingual classes, which were shown not to be effective. even former advocates of bilingual education

now champion the immersion approach. For example, Ken Noonan of the California Association of Bilingual Educators said of the California reforms and the subsequent improvement in Spanish-speaking students' English and math test scores, "I thought it would hurt the kids. The exact reverse occurred." The New York City Board of Education has also demonstrated the success of its English immersion program versus the approach of traditional bilingual education. Their own research indicates that immersion works best. Moreover, studies indicate that more than 85% of students who entered bilingual education in ninth grade still could not pass standard English tests six years later. 16

In California, academic test scores of the state's 1.4 million limited-English immigrant students showed huge gains in the two years since the passage of proposition 227, the ballot initiative that largely replaced bilingual education with English immersion programs. Those school districts that most strictly complied with the terms of prop. 227 exhibited the greatest gains, while those that attempted to retain their bilingual programs lagged far behind the rest of the state. Oceanside Unified, which had most strictly followed the prop. 227 requirements showed gains among immigrant students of 93% in reading and math score gains of 100%. The scores of neighboring Vista Unified, a pro-bilingual district of similar size and demographic composition, long cited by bilingual supporters as a model, scores fell in most subjects from 1999 to 2000 and are now far below those of Oceanside as well as the rest of the state.¹⁷

Services and Instructional Plan

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. ELL students' language needs that cannot be addressed through the regular curriculum, will be addressed in ways that supplement rather than supplant the core curriculum. For example, students will be encouraged to pass the Regents proficiency test in their native language to satisfy the school's second language requirements. This will allow ELL students to work on English when their English-speaking peers are studying a second language. While the Regents permits ELL students to take math, science, and social studies exams in their native language, we will encourage students to strive to be

^{16 &}quot;How New York Can Fix Bilingual Ed," New York Daily News, September 24, 2000.

¹⁷ The Proposition 227 English for the Children Enforcement Project.

able to take and pass all Regents tests in English. After all, few colleges or jobs in the United States make such accommodations.

We will provide all needed staff and specialized curricular materials to enable ELL students to achieve proficiency. We will directly provide or make referrals to appropriate support services that may be needed by ELL students in order to achieve and maintain a satisfactory level of academic performance. Such services may include individual counseling, group counseling, home visits, and parental support.

Students at the East Harlem Village Academy Charter School will be taught Spanish as their second language. As Spanish is expected to be the native language of most of our ELL students, there will be opportunity for Spanish speakers to help English speakers learn Spanish, and English speakers to help ELL students learn English. This will further the school's goal of conversational proficiency in two languages for all students.

In addition, ELL students will benefit from a longer school day and year, the intensive commitment to English language skills in the 6th and 7th grade, the tutorial time, and the emphasis on providing individual attention and support to students.

Assessment and Accountability

Provisionally classified ELL students' English language proficiency will be formally measured at least once a year to determine whether continued special services are warranted. This will involve the administration of the LAS-R or the LAB and/or the Terra Nova Reading test administered to all students. (In the case of the latter and all other required school assessments, data for ELL students will be disaggregated to understand those students' individual and, where appropriate, collective needs.) The school also will evaluate each student's performance in academic content areas to measure the student's progress in core areas. If an ELL student fails to show appropriate progress in these academic areas, modifications to the instructional program may be made. In addition, we will annually evaluate the progress of its ELL students as a group to determine if any broader program modifications are necessary. Upon reaching proficiency in the English language, specialized English-learning services to a student will no longer be necessary. At any point, however, that a provisionally classified ELL student decides he/she no longer wants special ELL services, the school will support this change so long as his/her academic performance supports his/her claim.

We may additionally measure our success in serving ELL students in several ways, such

as:

- Are ELL students succeeding at our school? We will look at students' trimester progress reports, and weekly data collected by Master Teachers during classroom observations and subsequent grade-level teacher team meetings.
- Are ELL students shedding their ELL status? We emphatically regard the ELL classification as provisional, and regard an important sign of our success to be measured in terms of how many ELL students are reclassified as fully mainstreamed students.
- Are ELL students passing the Regents tests in English? While the state allows ELL students to take science, math and social studies exams in their native language, we intend to prepare our students to take these exams in English. Our success in serving ELL students will be indicated in part by the students' success on these tests.
- Are ELL students graduating on time and earning acceptance to college? We will follow all of our students longitudinally, and will expect that these factors will indicate success with ELL students as they will with all of our students. With respect to ELL students, a related and equally important question will be, "If ELL students are not graduating on time, are they staying at our school the additional time needed to earn a diploma?"

Within 60 days of the approval of the proposed charter by the Board of Regents, the applicant will provide to the Charter Schools Institute and the Board of Regents a plan for the provision of services to LEP students that meets the requirements of Title VI of the Civil Rights Act of 1964 by addressing the following:

The methods and strategies used to serve LEP students, by grade level, including:

- The process for identifying students whose first language is not English, and the method for determining which of these students may need assistance;
- A description of the special language instructional program to be provided to LEPs that is designed to teach them English and the general curriculum;
- A provision that indicates that LEP students will not be excluded from curricular and extra-curricular activities in school because of an inability to speak and understand the language of instruction;
- A plan that ensures that the appropriate staff, curricular materials, and facilities are in place and used properly;
- Appropriate evaluative standards for measuring the linguistic and academic progress of LEP students, including program exit criteria;
- A process for continued program assessment and modification where needed;
- An indication that national origin minority students are not assigned to classes for the disabled because of their lack of English skills; and,
- An assurance that parents whose English is limited receive notices and other information from the proposed charter school in their dominant language.

It is understood that the charter school (if chartered) reserves the right to make modifications to the submitted LEP plan as it identifies the LEP population that it will serve (and as it hired LEP personnel), so long as such modifications are consistent with Title VI of the Civil Rights Act and other applicable law.



20. Students At-risk of Academic Failure

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.

In an urban community with a history of schools failing children, every child is at risk of academic failure. We regard our charge as ensuring that every one of our students achieves.

In Harlem, out of the four middle schools in District 4, in 2000 not even one school had 40% of its students meeting the city standards in English Language Arts, and not even one school had a third of it students meeting the city standards in Mathematics. With one in three students meeting state and city standards in English and one in five students meeting state and city standards in math, it is fair to say that we begin our school regarding each one of our students as "at risk" of academic failure.

The core features of our school, are designed with this in mind. Some of the programs and features we may implement to help at-risk students include:

- Longer School Day and Longer School Year. Children in the United States typically spend 20% of their wakeful hours in school each day. 17 Our longer school day and longer school year, will give our students more time in school than their peers in traditional public schools.
- Seven-Year Program. Drop out rates for urban children of color are high; college completion rates are very low. Enrolling students in a different kind of school at that critical middle school time is an important intervention in that downward spiral. Students will have three years (grades 6-8) to do intensive skills work, with extra time on English and Math, so that they can begin high school on grade level. This will mean that they are part of a competitive high school program from which they can earn a meaningful diploma.

¹⁷ Assuming a 180 day school year, a 6.5 hour school day, and a 16 hour waking day.

- Results Not Time, and Room To Catch Up. At our school, we regard results as the sole criteria for advancement. We will not participate in the social promotion syndrome, which ensures students continue to be at risk of academic failure. At the same time, mindful of the social nature of school, we will do our best to work closely with students to see that they achieve in a timely fashion. Our 4-week winter intersession is designed (among other things) to provide a chance for students to work intensively on deficiencies, so that they have the best shot at advancing with their cohort.
- Advisory. The student's close and ongoing relationship with a member
 of the faculty, is an important element in our efforts to apply a casemanagement approach to education. The advisor monitors each advisee's
 progress regularly and maintains close contact with his/her family.
- Kounaikenshuu. The weekly practice grade-level teacher collaboration is a critical element of staying on top of how each student is doing. The grade-level Master Teacher regularly observes classes across that grade, often paying close attention to how a particular student (or group of students) is doing in different classes. This qualitative student performance data, combined with quantitative data collected by teachers, allows teachers to determine common instructional strategies to respond effectively to students' individual and collective needs. This common approach means that a student is getting similar messages reinforced throughout his or her school day, rather than spending his or her day acclimating to each teacher's different way.
- School Culture. Our school is built to insist that academic excellence and fine character are essential, attainable, and the only show in town. From the uniforms students wear, to the hours students study in our school, to the curriculum students study, to the ways we speak to and treat students and expect students to speak and to act, and to our zero tolerance for anything that distracts from the work at hand, the culture of our school will enforce and reinforce a vigorous work ethic and dignified code of conduct. When students are expected to comport themselves in a certain way, they do. The daily discipline of going to our school will contribute to student achievement.

- Standards and Curriculum. When kids are behind academically, the tendency is to water things down. Students read "readers" rather than books; they memorize facts rather than consider ideas. Our curriculum will engage students with great books, big problems, vexing ideas and expect them to enter the conversation. We will take seriously their ideas, and teach them to express them well. We will expect them to have questions, and we will push them to ask deeply, and to answer with evidence. We will make feedback welcome and accessible, so that students are open to real instruction from teachers as well as peers. We will take the time needed to do this work, but we will not dumb down the curriculum.
- The School as Village. Public schools are often isolated institutions, where the myriad encounters that could be educational, and the scores of people who could teach, are barred from being part of school. Enrichment programs we may implement, such as internships, village council meetings with guest speakers, and curricular engagement with the city of New York, will enable our students to learn from our city's finest resources and people. The more students see, the more people with whom they interact, the more they can imagine for themselves.
- College Counseling from 6th Grade. When no one in your family or on your block has been to college, the idea of going yourself can require a quantum leap of faith. We want from the beginning, to get our students imagining this reality very concretely, with a variety of programs which may include college fairs, trips to college campuses, interactions with college students, and the daily message that college is for them.

Diagnostic Assessment

We will use a nationally norm-referenced test such as the Terra Nova Reading and Math tests, administered to all students drawn in the lottery and, if applicable, to those near the top of the waiting list, to diagnose all students' academic needs. In addition, the principal and all teachers will closely monitor and, when needed, conduct additional individualized assessments, as teachers get to know the new students, particularly during the first few weeks and months of school. We will keep precise records of students' individual skill levels and track their progress regularly.

21. Other Targeted Student Populations

If the proposed charter school would include any methods and strategies for dealing with other targeted student population(s), how they would be identified (academic or other criteria) and describe such methods and strategies.

The East Harlem Village Academy Charter School is not specifically targeting any other student populations.