

BUFFALO UNITED CHARTER SCHOOL

FINAL CHARTERED AGREEMENT

Section 2852(5) Submission to the Board of Regents

Volume 1 of 9

REDACTED APPLICATION

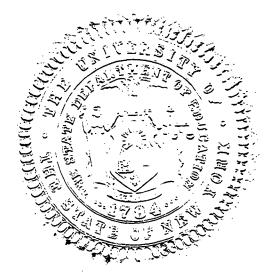


LIBERTAS CHARTER SCHOOL

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 Libertas Charter School pursuant to Article 56 of the Education Law and in accordance with the attached charter agreement between Diane Rowe, on behalf of Libertas Charter School, and the Board of Trustees of the State University of New York.



Granted, September 12, 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 093.

Chancellor

President of the University and Commissioner of Education

SEP 9 2002

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

September 9, 2002

Mr. James R. Butterworth
Assistant Commissioner
Office of Regional School and Community Services
New York State Education Department
475 EBA
Albany, New York 12234

Dear Mr. Butterworth:

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

- A cover letter from the applicant, Diane Rowe, 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.

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: Diane Rowe

Darlene Mengel



Boys & Girls Clubs of Buffalo

The **Positive** Place for Kids in Buffalo

September 9, 2002

VIA FEDERAL EXPRESS

Mr. James D. Merriman IV Executive Director Charter Schools Institute 74 North Pearl Street, 4th Floor Albany, NY 12207 SEP - 9 2002

CHARTER SCHOOLS INSTITUTE

Re:

Charter School Application for the Libertas 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 Libertas 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 Libertas 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.

Diane Rowe,

Enclosures

ADMINISTRATIVE OFFICE 282 Babcock St. Buffalo, NY 14210 825-1016 Fax: 825-0243 BABCOCK CLUB 282 Babcock St. (14210) 822-0034 WILLIAM C. BAIRD CLUB 2061 Bailey Ave. (14211) 892-5864 JOHN F. BEECHER CLUB 180 Tenth St. (14201) 852-0188 BUTLER MITCHEL CLUB 370 Massochusets Ave. (14213) 884-4964

LASALE CLUB 110 Blum St.(14216) 876-7691 MASTEN CLUB 397 Northland Ave. [14208] 882-2716



Charter Schools Institute State University of New York

, (

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

September 4, 2002

Charter Schools Unit

4 2002

SEP

James R. Butterworth
Assistant Commissioner
Office of Regional School and Community Services
New York State Education Department
Room 475 EBA
Albany, New York 12234

Dear Mr. Butterworth:

In response to your request for additional clarification regarding the application for the Libertas Charter School, dated August 29, 2002, the Charter Schools Institute provides the following.

- A cover letter from the applicant. Diane Rowe, dated September 3, 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.

200 **5**

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 meaning of No Child Left Behind. These complex issues cannot be resolved within the time frame presented by the Charter Schools Act. 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. The applicant has indicated her understanding of this fact in the Applicant Cover Letter.

Item 2

For the reasons set forth in our letter to you of August 21, 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. In addition, the applicant has provided a statement in this regard in the Applicant Cover Letter.

Item 3

The applicant has submitted a clarifying statement in the Applicant Cover Letter making clear that the start-up sum is a contribution and not a loan. It is the Institute's understanding that references to pay-back in the application refer to internal NHA accounting issues.

Item 4

The applicant has submitted revised Attachments 45 and 46 that eliminate the Miscellaneous line items and has indicated her regret that this change was inadvertently not made as her cover letter had indicated. In this regard, however, the Institute feels compelled to note that the line-items at issue equal a total of \$17,548 out of a budget of \$4.7 million dollars—or .36 percent of the budget (in the fifth year). Based on our conversations with certified public accountants, and contrary to the assertions of the Department's reviewers, we believe that it is not a per se violation of GAAP to create a budget with a line-item for miscellaneous expenditures. Moreover, inherent in and underlying all of GAAP is the central and all-important concept of materiality. Expenditures totaling 1/3 of one percent of a budget do not cross this critical threshold. Accordingly, while the applicant has made the change requested, the Institute believes this item to be wholly without merit. Moreover, we do not believe that having the school rename the line items at issue, on what is in essence a business plan, will in

b 6

any way enhance the ability of the Department to determine if the school is likely to be fiscally sound.

Item 5

Please see the Applicant Cover Letter for a revised explanation. The initial Applicant Cover Letter of August 21, 2002 mistakenly referred to "total G&A expense" when the correct item was "total expense." The Institute notes in addition that it believes that these figures are projected. As such the Institute has made clear to the school founding team and proposed board members that developing final budgets will require the extensive involvement of board members with expertise in this area and that board members should expect to seek revisions to the budgets as circumstances require. The Institute feels confident that the proposed board members understand the budgeting challenges implicit in a management "sweep" contract.

Item 6

The applicant and the Institute appreciate the importance of this issue. The applicant has submitted a revised Attachment 49, which indicates that the charter school (if chartered) will seek advice of insurance agents and/or legal counsel and if it determines that separate policies will be provided it will procure them. As the Department's letter indicates, the issue is not clear at the present time. The net result of this (if in fact separate policies are more expensive) will be to reduce the fee that is paid over to NHA by that amount. Therefore any change is (a) likely to be immaterial and (b) not impact the fiscal soundness of the school.

Item 7

The Institute and the applicant appreciate the Department's insight on this point. The applicant has submitted a revised Exhibit H (personnel policies) that includes a modified job description for the position of principal. The qualifications now include a requirement that the individual have experience developing and implementing a budget. In addition, please see the Institute's and the applicant's response to Item 5.

Item 8

The applicant believes and has indicated in the Applicant Cover Letter that quarterly budget reports to the board will be sufficient. However, the applicant also indicates that, if necessary, monthly reports will be provided. Please refer to the Applicant Cover Letter.

Item 9

The Institute appreciates the Department's desire for greater certainty as to the forward looking financial statements submitted by all charter school applications, especially in light of the difficulties a number of charter schools have had in procuring a facility. However, after consultation with a New York State certified public accountant, it remains the Institute's position that any opinion letter that would be issued would by its nature provide little if any additional comfort. Such a letter could provide the conclusion that the budgets are sound, but

i

almost certainly with the caveat that this assumes that the applicant's projections are correct and that the contingent assumptions on which the budget is based come to pass. As such the letter would add little if any certainty. This is not to say that one could not engage an accountant to audit every assumption, but such engagement would be prohibitively high cost. The Institute, therefore, declines to require the applicant to provide the suggested opinion letter.

Item 10

The Institute appreciates the Department's point that charter applicants are required to provide many assurances as part of the application and to sign on to others as part of the proposed charter. The Department therefore apparently finds no harm and some potential good to requiring one further assurance.

The Institute respectfully disagrees however with the Department's position. First, the Department should be aware that many of the assurances were put in place, e.g., those relating to special education, not because they were legally required or because the Institute thought them helpful, but in reaction to the Department's reviews of applications in earlier rounds. The Institute has seen no evidence that having applicants sign assurances (or requiring them to "create" comprehensive plans and procedures) results in an increase in compliance. Second, the more assurances that applicants are required to make, the more likely they are to not be aware of the ones they have made. There is at work here a law of diminishing marginal returns.

The Institute believes strongly that rather than have authorizers invest heavily in assurance providing, charter schools be given greater technical assistance and guidance as to the requirements of law during the months they are preparing to open (and even more so in the first years of their operation). In this regard, and pertinent to this issue at hand, the Institute for example is in the midst of preparing a memorandum on the added requirements imposed by NCLB on the hiring of non-certified teachers pursuant to Education Law § 2854(3)(a-1). Indeed, the Institute will seek to consult with the Department's office of counsel on this issue. Accordingly, the Institute has advised the applicant not to provide the assurance requested.

Item 11

The applicant has provided language in the Applicant Cover Letter regarding this issue. The Institute apologizes for the error.

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

. 8

in their entirety previous versions of such Attachments and Exhibits, which such previous versions are and shall be null and void

Finally, I would add that each of the responses in this letter (and in my letter of August 21, 2002) was in keeping, in tone and in substance, with the request for clarification to which each such response was addressed. The Institute desires a cordial and cooperative working relationship with the Department, as long as all parties understand that cooperation is a two-way street. I will be contacting you shortly to explore ways in which this can be better accomplished.

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: Diane Rowe Kevin Quinn

716 825 0243

P. **22**



Boys & Girls Clubs of Buffalo

يازاز فخ

The **Positive** Place for Kids in Buffala

September 3, 2002

Charter Schools Unit

SEP 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 Libertas Charter School

Dear Mr. Merriman:

Thank you for forwarding the State Education Department's letter of August 29, 2002. In response to their request for additional clarification and amendment of the Application for the Libertas Charter School, we submit the following for your review. The numbers correspond to their letter of August 29, 2002. 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 29 2002 letter.

- 1. Upon discussion with the Institute regarding the requirement that we change our curriculum, there are new legal issues raised with regard to the application of State law and No Child Left Behind that require further clarification. Should the legal issue be resolved so that we are required to add instruction to meet the State's learning standard in Family and Consumer Science we will add this to our curriculum and provide this instruction at Libertas. As we have stated in our Application, we will not commence instruction until September 2003 giving us ample time to execute our charter school vision as well as amend our curriculum should it be necessary.
- 2. We intend to fully comply with the requirements of Title VI of the Civil Rights Law in our design and implementation of our Limited English Proficiency Program. At this time, it is difficult to determine what, if anything, may actually be required until our student enrollment is complete. As such, in addition to our Application which outlines our proposed LEP program we assure that we will fully comply with the requirements of Title VI of the Civil Rights Law.

ADMINISTRATIVE OTTICE 282 Bancock St. Buffalo, INY 14210 825-1016

Fax 8250243

8ABCOCK CIUB 2B2 Boboock St. (14210) 872.0034 WELLAM C. BAIRD CLUB 2061 Besley Ave. [14211] 892-5864 180 Tenth St. (14201) 8520186

BUTTER MATCHELL CLUB 370 Microchisoths Ave. (14213) 884-4964 110 Blum St.(14216) 8767691 masten CLIB 397 Northono Ave. (14208) 882-2716



10

SEP-03-2002 14:58

BUFFALO BOYS&GIRLS CLUB

- 3. NHA has confirmed that the \$160,246 is not a loan. Any references in the budget with regard to re-payment are for NHA internal purposes only, they impose no legal requirement for repayment by the school itself.
- 4. The requested revision has been made by removing "miscellaneous" and re-allocated these funds. Revised Attachments 45 and 46 are submitted hereto.
- S. We have revised our response to Item 43 of our August 20, 2002 letter to read as follows: The management agreement is best described as a performance contract. National Heritage Academies (NHA) only gets paid if the school is successful. Successful operation is best demonstrated by high utilization, which translates into lower General Administration (G&A) cost and greater operating margin. NHA's fee is defined as revenue less expense. Revenue is defined as all revenue, which comes to the school via multiple sources and it is listed in the school budget as revenue. In the budget, the fee is contained within total G&A. The fee is total G&A less[G&A] total expense. Of note, the State Education Department recently approved a completed management contract between National Heritage Academies and Southside Academy Charter School.
- 6. Attachment 49 has been amended to authorize the purchase of our own policies should. NHA's insurance policies not allow us to be a second party on their coverage. A revised Attachment 49 is submitted hereto.
- 7. We have revised the qualifications for a principal in Exhibit "H" to require experience in budget development and implementation. A revised Exhibit "H" is attached hereto.
- 8. At this time, we believe quarterly reports will be sufficient to keep us apprised of our budget. We will request, if necessary, monthly reports.
- 9. Please see the Institute's response.
- 10. We assure that we will work with the Department as well as our legal counsel to ensure that we are in compliance with the provisions of No Child Left Behind. As we understand it, there are many areas of the new law that are still being interpreted and, during our planning year, will work with the Institute and the Department to ensure compliance as we move to opening our doors in September 2003 should our Application be approved.
- 11. The last paragraph of our August 20, 2002 letter is revised as follows: Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the [Family Academy] <u>Libertas</u> Charter School...

Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the Libertas 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

SEP-03-2002 14:58

BLIFFALO BOYS&GIRLS CLUB

716 925 0243

JUL 11

hereto shall be deemed to replace in their entirety previous versions of such Attachments and Exhibits, (including those previously submitted to the Department in response to its request for clarification), which such previous versions are and shall be mill and void.

Sincerely,

Diane Rowe

Enclosures



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

ASSISTANT COMMISSIONER
OFFICE OF REGIONAL SCHOOL AND COMMUNITY SERVICES
ROOM 475 EBA
Tel. 518/474-4817
Fax 518/474-7558

August 29, 2002

VIA FAX AND FIRST-CLASS MAIL

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 met to consider the August 21, 2002 letter from you which contains the responses to the questions raised in my letter to you of August 9, 2002, regarding the proposed charter for the Libertas Charter School. As a result, additional clarification is needed.

1. Regarding Item #3 in my previous letter, Department staff are aware that it is the Charter School Institute'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. 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:
 - In Attachment 19, page 1, please be explicit regarding who the "qualified individual" doing the assessment is. The application does not indicate use of instruments, how assessment will be conducted, or the schedule of testing. Please clarify.
 - Also in Attachment 19, page 1, the proposed charter alludes to "English spoken lessons...supplemented...through a student's native language as needed." There is no description of how that would be accomplished. The program for LEP students is not described in terms of how it articulates to the overall curriculum. Please clarify.
 - In Attachment 19 on page 2, the proposed charter essentially omits any discussion of how the school will involve LEP students in extracurricular activities. A plan that ensures that the needed staff, curricular materials, and facilities are in place and used properly was not provided. The proposed charter does not specify evaluative standards or exit criteria, and it does not provide information on program assessment of LEP students. It also gives no indication of what measures will be taken to avoid misplacement of LEP (national origin minority) students into special education. Please clarify.

- 3. In Item #34 of my previous letter, the proposed charter does not adequately describe the nature of the \$160,246 contribution from National Heritage Academies. Either it is a contribution or it is a loan; it cannot be both. If it is a loan, please show in a revised budget when and how it will be re-paid. If it is a contribution and is not meant to be re-paid, please so state.
- 4. In Item #35, despite your assurances to the contrary, the "Miscellaneous" lines in the budget were not removed. Please revise the budget and place these expenditures into appropriate categories per GAAP.
- 5. Item #43, an explanation is provided regarding the proposed management fee but Attachment 45 does not list a management fee expense, and there does not appear to be a year end budget surplus. Please explain where in the budget the management fee may be found.
- 6. It is unclear if the proposed charter school can be covered as a secondary party on NHA's insurance policies or if it needs its own coverage. If the school needs its own policies it must submit the appropriate budget revisions.
- 7. Items 44 and 45, Attachment 45, Proposed Budget, and Attachment 28, Principal roles and responsibilities, it appears that only NHA and the Principal will develop the budget proposals. Since the school will not employ a business manager and since NHA management's fee is based on the budget, it is suggested that the qualifications of the Principal be revised to state the that this person have budget and fiscal experience or that a Board member with such experience be involved in the budget development process. Other options are also available which will ensure that the Board has proper Budget development oversight.
- 8. Items 44 and 45, Attachment 45, Proposed Budget, states that NHA will provide quarterly budget reports to the Board. It is suggested that this be revised to monthly Board reports in order to ensure adequate Board oversight.
- 9. Item 40, the response states that CSI has determined that the school's financial statements are deemed to be fiscally sound with or without NHA. Since information on the school facility is an estimate (\$670,000 rent), the suggestion is made that the applicant have a New York State Certified Public Accountant provide an independent opinion on the proposed financial statements, per GAAP and in accordance with the American Institute of Certified Public Accountants.
- 10. Regarding Item #50, SED agrees that the requested assurance is not necessary because charter schools are required to comply with the provisions of NCLB including those related to teachers and paraprofessionals. The purpose of such an assurance, however, is to call the applicants' and trustees' attention to, and emphasize the importance of compliance with, these provisions. In this

Charter Schools Institute State University of New Youharic

3 Unit

AUG 2 2 2002

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

August 21, 2002

Mr. James R. Butterworth
Assistant Commissioner
Office of Regional School and Community Services
New York State Education Department
475 EBA
Albany, New York 12234

Dear Mr. Butterworth:

In response to your request for clarification regarding the application for the Libertas Charter School, the Charter Schools Institute provides the following.

- A cover letter from the applicant, Diane Rowe, dated August 20 (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 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 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.

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

Item 1

To be consistent with Attachment 5, the applicant has revised the cover page to indicate that the school will service 240 students in grades K-4.

Item 2

The applicant has added a footnote to Attachment 5.

Item 3

On the advice of the Institute the applicant declines in part to make the revision requested. As the Department is aware, the Charter Schools Act of 1998 requires only that the educational program meet the performance standards set by the board of regents. As there are no performance standards, i.e., Regents' assessments, in Career Development and Occupational Studies and Family and Consumer Sciences, charter schools are under no legal obligation to provide instruction in those areas. Technology Education is included with the Libertas Charter School's curriculum at Exhibit C. Applicants have revised Attachment 12(b) to indicate in what subjects Technology will be taught.

Item 4

On the advice of the Institute the applicant declines to make the revision requested. The Institute does not require applicants to consolidate the school's tentative daily calendar and weekly subject area time allotments and there is no legal obligation for the applicant to do so. Moreover, the Institute does not require the applicant to provide a schedule that demonstrates the general flow of the daily routine. Such matters are not appropriate for inclusion in the charter as it is likely that they will be subject to change as the school program is implemented. As a charter school is an independent and autonomous school, it should be free to adjust its schedule as it sees fit to meet the needs of its students without seeking a revision to the charter so long as the educational program as a whole meets the performance standards.

Item 5

The applicant has informed the Institute that it will take the recommendation under consideration.

Item 6

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. At the time the school is chartered and planning to commence operations, the school should appropriately look to the Department 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 7

The applicant has added the New York State Checkpoint A assessment [for languages other than English, i.e. Spanish] at the end of eighth grade to Attachment 15(a).

Item 8

On the advice of the Institute, the applicant has declined to make the requested amendment. Please note that the proposed school, if chartered, will develop an accountability plan during its first year of operation. As part of that process, the Institute's vice-president for accountability will work closely with the school to assist the school in using all assessment data to inform its instruction. The precise manner in which the school's administrators and faculty will do so is best left to the time that such team is in place. It is not realistic or productive to expect the applicant team to have a program fully worked out at this preliminary stage.

Item 9

The applicant has addressed the points raised and the Institute refers you to the school's grade by grade curriculum for English Language Arts. Components of a balanced reading program are developed over numerous years in the school's curriculum.

Item 10

On the advice of the Institute, the applicant declines to makes the requested amendment. There is no legal requirement for any public school, much less a charter school, to include the performance indicators/key ideas from the New York State learning standards in their report cards/progress reports.

Item 11

The applicant has informed the Institute that it will take the recommendation under consideration. The Institute notes however that the recommendation appears to be based on little more than the reviewer's particular opinion and biases. Moreover, the Institute cannot help but wonder why, if traditional public schools are engaged in authentic assessments at the early grades, there is such a long and spectacular record of failure of so many of such schools, especially those in the area in which the proposed charter school would be located.

Item 12

The School has provided an assurance to this item in Attachment18(a). The Institute believes that an assurance is more appropriate and practical (than laying out the policies and procedures) given the constantly shifting assessment requirements of federal law, especially now that the No Child Left Behind Act is being phased in and the IDEA is slated for reauthorization. Both laws promise to substantially modify testing requirements that will be applicable to the School.

On the advice of the Institute, the applicant declines to make the change requested. The Institute notes that the Department's reviewer has inexplicably taken the quote out of the context to suggest that the special education coordinator would be empowered to make changes to an IEP. To the contrary, the bullet point at issue states in pertinent part that the coordinator will be "working with CSEs and school districts to ensure . . . that all IEPS are appropriate in the context of the charter school setting." (Application, Attachment 18(a), page 18(a)-1). As the full quote, (and the assurances in Attachment 18-b (second to last bullet point)), make abundantly clear, the applicant is fully aware that it is the CSE only that will make the ultimate determination. However, it is not only appropriate but critically essential that the coordinator determine for him or her self whether an IEP is appropriate, as that coordinator is best placed to see that on a day-to-day level the IEP is working for the child, rather than the other way around. Moreover, it is critical (and legally required) that the coordinator works with and is a part of the IEP team. No coordinator can fulfill that function unless he or she works with IEP team and the CSE. The Institute regrets what can only be a willful or negligent misreading of the applicant's response.

Item 14

The applicant has revised Attachment 18(a) in response to this request.

Item 15

The applicant has revised Attachment 18(a) in response to this request.

Item 16

The applicant has noted the Department's comment.

Item 17

On the advice of the Institute, the applicant declines to provide the additional information requested. There is no legal requirement that an applicant provide information regarding the training of staff and who will conduct such training. Moreover, to require an applicant to provide that level of operational detail at this stage is unrealistic and inappropriate. The proposed school, if chartered, will appropriately develop its training program during its planning and first year of operation.

Item 18

The applicant has revised Attachment 18(a) in response to this request.

Items 19 - 21

Comments 19 through 21 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 22

On the advice of the Institute, the applicant declines to provide clarification regarding this item. The Institute is satisfied that the information provided on page one of Attachment 20 provides sufficient clarify, at this point, regarding which at-risk students will receive assistance. Please refer to the second paragraph on Attachment 20-1 that identifies multiple criteria for determining which students will be considered for extra assistance. In addition to the school's local criteria, it states that "students who score below the 50th percentile on the MAT8 and/or are scoring below average on the Regent's Exam will be considered" for services.

It should also be noted that 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. This application is an outline for the Libertas Charter School that will open in September 2003. At this point, the applicant cannot and should not be required to provide the requested level of detail that will be developed as part of the normal practices of opening a school. Such requirements would be unduly burdensome, unreasonable and inappropriate.

Item 23

Despite the fact that the sentence does not in any way indicate that the Child Study Team would ascertain if a child has a disability, the applicant has clarified the sentence at issue to better indicate that the Child Study Team may find that students who are not suspected of having a disability my benefit from programs for at-risk students. The applicant has also inserted the sentence requested. These changes have been made as part of a revised Attachment 20.

Item 24

On the advice of the Institute, the applicant declines to provide the information requested. The information sought is not legally required; moreover, the claim that students at risk of not meeting the learning standards "need to have educational opportunities that focus on every aspect of their development (social, emotional, physical and intellectual)" is simply the opinion of the individual reviewer. Finally, as the Department has determined that a charter school is not permitted to provide an after-school program, questions regarding the content of that program are not germane.

<u>Item 25</u>

The applicant has made the requested revision to Attachment 23 to indicate the petitions are attached.

The applicant has provided clarifying information in the Applicant Cover Letter.

Item 27

The Institute recognized that the current composition of the board would, if the school were chartered, violate the school's draft code of ethics (and more importantly the proposed charter agreement). The Institute discussed this issue with the founding team and proposed board members in particular and received assurances that at least one new board member (without any affiliation with the Boys and Girls Club of Buffalo) would be quickly named to the school board upon the issuance of the charter. In this regard, and for the benefit of all parties, the applicant has agreed to provide an assurance that the school board will appoint or elect a new member within thirty days of the charter's issuance. That assurance is contained in a revised Attachment 28 submitted by the applicant. In addition the Applicant Cover Letter provides additional information concerning the proposed composition of the board of trustees of the school.

Item 28

On the advice of the Institute, the applicant declines to provide the information requested. There is no legal obligation for every provision in the by-laws to be further provided in the Code of Ethics. The applicant will review the issue and may make the change at a later date.

Item 29

The applicant has revised the discipline policy (Attachment 32) to provide the necessary due process protections.

Item 30

The applicant has revised Attachment 32 (discipline policy).

Item 31

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

Item 32

On the advice of the Institute, the applicant has replaced 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 ensure that the application did not include information and obligations that likely will become out-dated. The school, if chartered, will review the requirements in place at the time that it is scheduled to commence instruction in September 2003 and in year's thereafter.

Item 33

The applicant has revised Attachment 45.

Item 34

The applicant has revised Attachment 45.

The applicant has responded in the Applicant Cover Letter.

Item 36

The applicant has revised Attachment 45.

Item 37

The Applicant Cover Letter includes an explanation in response to the request.

Item 38

The applicant has revised Attachment 48 to indicate that the board will employ a New York State Certified Public Accountant to perform the audit per GAAP and in accordance with the U.S. Comptroller General.

Item 39

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

<u>Item 40</u>

The Charter Schools Institute, based on its review, is satisfied that the present financial position of National Heritage Academies is sufficient to permit it to meet its commitments to the proposed school as outlined in the application. Of course, as all forward looking statements, the Institute recognizes that the financial position of National Heritage Academies may change materially over time. Accordingly, the Institute's recommendation to the Board of Trustees of the State University to approve the application was based on the ability of the proposed school board to operate the school with or without NHA.

Item 41

In the Applicant Cover Letter, the applicant has provided the information regarding Mr. Joyce. Please note that the State University's Educational Service Provider Policy (contained in the proposed charter as an exhibit) require the school board to retain counsel and require further that counsel determine that the management contract is consistent with the Educational Service Provider Policy in all respects.

Item 42

Currently, in Attachment 54 the applicant clearly states that the school will not provide transportation, and Attachment 12(a)-1 indicates that the school calendar will align with the Buffalo City School District calendar. Therefore, the school does not intend to be open when the city school district is closed. Therefore, there is no need for further explanation regarding the transportation of students to the proposed charter school.

Item 43

The Applicant Cover Letter contains clarification on this issue.

Item 44

The Applicant Cover Letter contains clarification on this issue.

Please see the response to Item 3.

Item 46

The applicant has made the revision requested to Exhibit G (Open Meetings Policy).

Item 47

The applicant has revised Exhibit H (Personnel Policies).

Item 48

The Applicant Cover Letter contains clarification on this issue.

Item 49

The applicant has revised Exhibit H (Personnel Policies).

Item 50

On the advice of the Institute, the applicant declines to provide the assurance requested. The proposed school, if chartered, is of course required by law to abide by the provisions of the No Child Left Behind Act, including those relating to teachers and paraprofessionals. Accordingly, the assurance requested is entirely superfluous.

Item 51

In the professional opinion of the Institute, the applicant has provided sufficient detail to ensure students will be prepared to meet State performance standards and all State assessments. In addition, National Heritage Academies (NHA) has committed to updating the social studies curriculum for grades 6 – 8 in their 2002-03 handbooks. Please refer to Exhibit D-6.

Your comment regarding literature collections is duly noted.

<u>Item 52</u>

The applicant will take the Department's suggestion under advisement.

Item 53

The Charter Schools Act does not prescribe the form and manner in which an applicant must describe its proposed educational program. Rather it requires that the educational program presented meets or exceeds the student performance standards set by the Board of Regents. In the professional opinion of the Institute, the applicant has provided sufficient detail to meet this requirement.

<u>Item 54</u>

The K-8 curricular connections for Moral Focus are listed in the school's curriculum at Exhibit C.

Item 55

The applicant has provided the update requested 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

Cc: Diane Rowe

Darlene Mengel



Boys & Girls Clubs of Buffalo

Buffal foriti асе Kids i n T h e

August 20, 2002

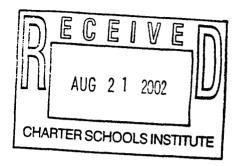
VIA AIRBORNE EXPRESS

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 Libertas Charter School

Dear Mr. Merriman:



In response to the letter from the State Education Department, dated August 9, 2002 seeking clarification or amendment of the application for the Libertas 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 9, 2002 letter.

Note: Any attachment or exhibit that has been revised is attached for submittal.

- 1. The cover page has been revised accordingly.
- Attachment 5 has been revised accordingly.
- On the advice of CSI we have declined in part to make the revision requested. We have revised Attachment 12(b) to indicate in what subject(s) technology will be taught.
- On the advice of CSI we have declined to make the requested revision. Please see CSI response.
- The recommendation of the Charter School Review Panel is appreciated and duly noted.
- On the advice of CSI we have declined the requested revision.
- Attachment 15(a) has been revised to reflect the Checkpoint A assessment requirements.
- On the advice of CSI we have declined the requested revision.
- Please see CSI response.
- 10. On the advice of CSI we have declined the requested revision.
- 11. The recommendation of the Charter School Review Panel is appreciated and duly noted.
- 12. Our response indicates that you have provided an assurance [basically that the school will provide any assessments required by federal or state law, including the No Child Left Behind Act, IDEA, and LEP].

Fox: 825-0243



respect, we note that a substantial number of the sections of the proposed charter agreement entered into between SUNY and the applicant, as well as many of the assurances required by SUNY (e.g. special education assurances), reinforce federal and State statutory obligations. SED does not consider such provisions "entirely superfluous." Please revise.

11. In the last paragraph of the applicant's letter of August 20, 2002 to the Institute, I note that she states that she is enclosing "amendments to the charter application for the Family Academy Charter School." Please Correct the typographical error.

I am also compelled to comment upon the tone of the August 21, 2002 letter from you. Several of the responses to the Department's questions were sarcastic and insulting which, of course, does not serve a useful purpose. Department staff desire a positive, professional, and cordial working relationship with the Institute. It appears, however, that the Institute prefers to maintain an adversarial approach, which is unfortunate in our view. So much more could be accomplished if we could work together.

Please provide the above information directly to the 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 the Charter Schools Unit at 518-474-1762...

Sincerely

James R. Butterworth

cc: Darlene M. Mengel

Review Panel

- 13. On the advice of CSI we have declined the requested revision.
- 14. Attachment 18 (a) has been revised accordingly.
- 15. Attachment 18 (a) has been revised accordingly.
- 16. The comments of the Charter School Review panel are duly noted.
- 17. On the advice of CSI we have declined the requested revision.
- 18. Attachment 18 (a) has been revised accordingly.
- 19. On the advice of CSI we have declined the requested revision.
- 20. On the advice of CSI we have declined the requested revision.
- 21. On the advice of CSI we have declined the requested revision.
- 22. On the advice of CSI we have declined the requested revision.
- 23. Attachment 20 is revised accordingly.
- 24. On the advice of CSI we have declined the requested revision.
- 25. Attachment 23 is revised accordingly.
- 26. The Boys and Girls Clubs of Buffalo, Inc. (The Club) is not an institutional partner of the charter school. The Club, and our management partner National Heritage Academies (NHA), have discussed partnering to provide supplemental "wrap around" services to the charter school. No official relationship exists at this time, however, and should this relationship be formalized, the charter school, the Club, and NHA shall seek appropriate prior approval from the Charter Schools Institute and the State Education Department.
- 27. The individual identified by the Charter Review Panel as a consultant to the Boys and Girls Club of Buffalo has done work for the organization in the past, but currently receives no revenue from the Clubs and is not on retainer with the organization or any of its affiliates. Also, Paul Joyce resides in Buffalo, N.Y. and is an Attorney with the Colluci and Gallaher law firm in Buffalo, N.Y. Please see Attachment 26, which provides Mr. Joyce's Buffalo mailing address.
 - The board plans to make changes to the board prior to organizing in order to comply with the requirement that prohibits more than 49% of the trustees to be affiliated with any single entity.
- 28. On the advice of CSI we have declined the requested revision.
- 29. The short term due process requirement, notice and an opportunity to explain, appears under "General Disciplinary Process" in Attachment 32. Each infraction is applied to the process.
- 30. Attachment 32 has been revised accordingly.
- 31. Attachment 33 has been revised accordingly.
- 32. A slightly revised Attachment 36 is attached.
- 33. Attachment 45 has been revised accordingly.
- 34. Attachment 45 has been revised accordingly.

35. The textbooks shall be purchased through the publishers of Core Knowledge, Open Court and Saxon Math. We believe these textbooks will not be available through the school district. However, to the extent that textbooks can be obtained, we will utilize the loan program.

Please see the response to question 43 regarding the management fee.

- 36. Attachment 45 has been revised accordingly.
- 37. The Food Service amount of \$4400 was determined by estimating that approximately 6% of students will qualify for free/reduced lunch during the first year of operation. As the population of the students is determined, the budget will be changed to reflect the actual number of students who qualify for free/reduced lunch.
- 38. Attachment 48 has been revised accordingly.
- 39. Since the proposed management agreement requires NHA to provide the building and contents to the Academy, the cost for the Business Personal Property (BPP) insurance is covered under the NHA policy. The Board will carry a small amount of BPP in the school's name. NHA also hold the worker's compensation policy for the teachers and staff, as well as provides disability benefits. The following are the estimated premiums provided by Fifth Third Insurance:

Property:	\$742
General Liability:	\$1,695
Automobile:	\$137
Umbrella:	\$897
D&O (Educators Legal)	\$6,250
Crime:	\$500

The amounts for insurance are included in various line items throughout the budget.

- 40. Please see CSI response.
- 41. Paul Joyce is an attorney with expertise in contract law. He is not receiving compensation for his participation with the charter school. We are currently working to determine the level of outside legal services we need and identifying potential firms to provide the needed service(s).
- 42. Please see CSI response.
- 43. The management agreement is best described as a performance contract. National Heritage Academies (NHA) only gets paid if the school is successful. Successful operation is best demonstrated by high utilization, which translates into lower G&A cost and greater operating margin. NHA's fee is defined as revenue less expense. Revenue is defined as all revenue, which comes to the school via multiple sources and it is listed in the school budget as revenue. In the budget the fee is contained within total G&A. The fee is total G&A less G&A expense. Of note, the State Education Department recently approved a completed management contract between National Heritage Academies and the Southside Academy charter school.
- 44. The proposed management agreement provides that:
 - NHA shall be responsible and accountable to the Board for the administration, operation and performance of the school in accordance with the charter (including internal control).
 - The Board shall be responsible for its fiscal and academic policy (including purchasing), and approval of the hiring and termination of teachers serving at the school.

- NHA shall provide the Board with an annual projected Budget for Board approval and that the budget shall contain reasonable detail as requested by the Board. The annual budget determines the allocation of funds at the school, including NHA's compensation.
- NHA shall not expend the revenues in such a way as to deviate materially from the provisions of the Budget without Board approval
- NHA is required to provide the Board with detailed financial and operational reports.
- The Board shall be responsible for reviewing and approving the annual Budget of the school and shall have an annual audit in accordance with the charter and state law.
- 45. On the advice of CSI we have declined the requested revision.
- 46. Exhibit G has been revised accordingly.
- 47. Exhibit H has been revised accordingly.
- 48. While 24-49 students may be served in an at-risk or special education capacity, those services are varying, with some students requiring services provided by the child's residential school district and others requiring minimal assistance. We are unable at this time to determine what those disabilities might be; however, we believe a part-time special education coordinator is sufficient. The special education coordinator works with the NHA special education director to insure that services provided at the school are consistent with the services provided at other New York schools managed by NHA and consistent with the law. Additionally, this networking provides shared resources, such as best practices and techniques, training, and up-to-date information.
- 49. Exhibit H has been revised accordingly.
- 50. On the advice of CSI we have declined the requested revision.
- 51. Please see CSI response.
- 52. The Charter School Review Panel's comments are duly noted.
- 53. Please see CSI response.
- 54. Please see CSI response.
- 55. We have identified multiple sites that could potentially serve as our charter school facility. We are in the process of conducting the necessary due diligence on these properties and will keep the Charter Schools Institute apprised of our progress.

Please be advised that in submitting to the Institute the enclosed amendments to the charter application for the Family 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.

Diane Rowe



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

ASSISTANT COMMISSIONER
OFFICE OF REGIONAL SCHOOL AND COMMUNITY SERVICES
ROOM 475 EBA
Tel. 518/474-4817
Fax 518/474-7558

August 9, 2002

VIA FAX AND FIRST-CLASS MAIL

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

Dear Mr. Merriman:

The Charter School Review Panel has meet to review the proposed charter for the Libertas Charter School. As a result, several areas require additional clarification.

- 1. The cover page says that the proposed charter school will serve 240 students in K-5 in Year 1, yet the proposed charter says K-4 (Attachment 5, page 1). Please clarify.
- 2. The proposed charter also shows five years of instruction, yet the school will not open until the 2003-04 school year. 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.
- 3. In Attachment 12(b), page 2, there is no indication when Career Development and Occupational Studies, Family and Consumer Sciences, or Technology will be taught. Please clarify. Note that all seven learning standard areas must be included in the weekly schedule.
- 4. Also in Attachment 12(b), the School Daily Calendar and the Weekly Subject Area Time Allotment should be consolidated to reflect the time commitment for each content area, interdisciplinary blocks, specials, and the general flow of the daily routine.
- 5. It is recommended that the reading and writing parts of the daily and weekly schedules are integrated rather than segmented.
- 6. In Attachment 15(a), page 1, please describe the procedures for the administration of the State assessments.

- 7. In Attachment 15(a), there is no mention of LOTE. Students who complete Checkpoint A and 2 units of study in a language other than English no later than the end of eight grade must pass the second language proficiency exam in order to earn 1 unit of credit toward the high school diploma (CR section 100.2(d)). Please revise.
- 8. In Attachment 15(b), please describe how the New York State assessments will be used in concert with curriculum-based and standardized assessments, e.g., the Metropolitan Achievement Test, to inform instruction.
- 9. All early grade reading assessments need to incorporate the six components of a balanced reading program: phonemic awareness, phonics, vocabulary development, fluency (beginning with oral language), and comprehension. For the youngest students, concepts of print and letter identification are also important. Please describe where in the proposed ELA curriculum these components are addressed.
- 10. The grade by grade report cards should be revised to include the performance indicators/key ideas from the New York State learning standards.
- 11. In Attachment 16 (Classroom Testing), the use of speed drills, daily quizzes and weekly spelling tests are not encouraged for the elementary grades. Students need authentic vs. arbitrary ways to demonstrate what they know and are able to do. For example, active engagement in classroom, school and community projects provide many and varied opportunities for students to document what they have learned on any given theme/topic. Theme-based writing embedded into each content area is a more reliable measure of students' understanding of spelling and vocabulary words they are exposed to on a regular basis. Teacher-developed tests and quizzes need to model elements of state-level primary grade assessments, particularly the items where listening and writing are key. It is strongly recommended that such authentic assessment measures be adopted.
- 12. In Attachment 18(a), please provide information about any other assessment procedures for students with disabilities.
- 13. In Attachment 18(a), page 1, fourth bullet, the proposed charter states that the Special Education Coordinator will determine "...that all IEPs are appropriate in the context of the charter school setting." The charter school has no authority to determine whether or not any IEP is appropriate for any student attending a charter school; only the Committee on Special Education of the child's district of residence can determine whether or not any IEP is appropriate for a student with a disability. Please delete this phrase.
- 14. In Attachment 18(a), page 2 the first sentence in the last paragraph under "Interaction with the student's district of residence" states that one of the purposes of the Child study Team is "...to identify children with special education needs." No charter school has the authority to do so;

- that authority lies solely with the Committee on Special Education of the child's district of residence. Please delete that phrase.
- 15. In Attachment 18(a), page 2, please delete "as appropriate" at the end of the first and second bullets and add, "as indicated on the IEP."
- 16. In Attachment 18(a), page 2, at the end of the second paragraph, please note that while the charter school may send the mandated procedural safeguards notice to parents, it is the responsibility of the CSE to do so.
- 17. In Attachment 18(a), page 3, at the end of the first paragraph, please provide information about the training, including who will conduct the training.
- 18. In Attachment 18(a), page 4, #7 please revise student "process" to "progress".
- 19. In Attachment 19, page 1, please be explicit regarding who the "qualified individual" doing the assessment is. The application does not indicate use of instruments, how assessment will be conducted, or the schedule of testing. Please clarify.
- 20. Also in Attachment 19, page 1, the proposed charter alludes to "English spoken lessons...supplemented...through a student's native language as needed." There is no description of how that would be accomplished. The program for LEP students is not described in terms of how it articulates to the overall curriculum. Please clarify.
- 21. In Attachment 19 on page 2, the proposed charter essentially omits any discussion of <u>how</u> the school will involve LEP students in extracurricular activities. A plan that ensures that the needed staff, curricular materials, and facilities are in place and used properly was not provided. The proposed charter does not specify evaluative standards or exit criteria, and it does not provide information on program assessment of LEP students. It also gives no indication of what measures will be taken to avoid misplacement of LEP (national origin minority) students into special education. Please clarify.
- 22. In Attachment 20, page 1, under "AT-RISK STUDENTS", the last sentence in the second paragraph states that placement for at-risk students will be determined by the students themselves. Please clarify how it will be determined which at-risk students receive which types of extra assistance.
- 23. In Attachment 20, page 1, under "The Child Study Team", the proposed charter states that the "Child Study Team may find that the student does not require special education although the student may benefit from programs for at-risk students." The proposed charter school has no authority to ascertain whether any student may require special education programs and/or services; that authority lies solely with the Committee on Special Education of the child's district of residence. Please delete this sentence. Also, in the preceding paragraph, please insert the

following phrase shown in bold: "The team may refer a student to the Committee on Special Education of the student's district of residence for formal assessment for special education."

- 24. In Attachment 20, the after-school program appears to have a primary focus on academics. Students deemed at-risk of failing to meet the learning standards need to have educational opportunities that focus on every aspect of their development (social, emotional, physical and intellectual). Please clarify if these aspects will be included in the after-school program.
- 25. In the community support section, Attachment 23, the application states that the applicant is in the process of obtaining parent signatures on petitions and will provide those in the future. There are, however, petitions included in the application. Please revise Attachment 23 to indicate that the petitions are, in fact, attached.
- 26. The petitions at Attachment 23 indicate that the proposed charter school is being developed by the Boys and Girls Club of Buffalo. However, the applicants do not respond to application Question 8 concerning the involvement of institutional partners. Please clarify the role, if any, of the Boys and Girls Club of Buffalo with the proposed charter school.
- 27. In Attachment 26, it is noted that the proposed charter school will initially have six trustees and subsequently (but presumably not until at least several months after the school's incorporation) add a seventh member as a parent representative. Three of the proposed trustees are employed by the Boys and Girls Club of Buffalo and a fourth trustee is a consultant for the Boys and Girls Club of Buffalo. As currently constituted, the Board membership would violate Section 2.12 of the proposed charter agreement which prohibits more than 49% of the trustees from being directors, officers, employees, agents or individuals otherwise affiliated with any single entity. Please address this issue. Also, proposed trustee Paul Joyce resides in Virginia. Please address how he will be able to meet his responsibilities as a member of the board considering his lack of geographic proximity to Buffalo.
- 28. Please insert into the Code of Ethics at Attachment 30 the language from the by-laws (Exhibit E) Article VI(F) concerning participation in discussions and voting.
- 29. In Attachment 32, the discipline policy 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/herself, 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).
- 30. In order to reflect the No Child Left Behind's recent change to the Gun-Free Schools Act, replace the first sentence of Attachment 32, page 3 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."
- 31. In Attachment 33, page 2, please add the following paragraph after the third paragraph under the heading "Provision of Services During Removal": "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."
- 32. The chart of New York State Immunization requirements at Attachment 36 is inaccurate. Please revise to conform to the law. Please see the following website for the current requirements:

 http://www.emsc.nysed.gov/rscs/chaps/Health%20Services/Immunization/immunization_cover.h
 tm
- 33. In Attachment 45, please explain how the revenues in the first year budget were calculated.
- 34. In Attachment 45, please provide more detail on the start-up National Heritage Academy (NHA) contribution \$160,246. Indicate if the proposed charter school will owe a management fee to NHA for this contribution. If so, explain and submit appropriate budget revisions.
- 35. In Attachment 45, Textbooks are listed as in expense in the amount of \$109,700. Please explain why they will not be loaned by the students' school district of residence. If they are to be purchased, please indicate whether NHA will receive a management fee base upon the Textbook revenues, and if so, explain.
- 36. In Attachment 45, "Misc." budget expenses should either be eliminated or they should be listed under the appropriate budget object code per Generally Accepted Accounting Procedures (GAAP).
- 37. In Attachment 46, under Food Service, please explain how the entry for \$4,400 was calculated.
- 38. In Attachment 48, the section on the fiscal audit needs to be revised to state that the board will employ a New York State Certified Public Accountant to perform the audit per GAAP and in accordance with the U.S. Comptroller General.
- 39. In Attachment 49, please provide a breakout of the costs for the different types of insurance. Also explain what the D & O insurance is and why New York State Worker's Compensation and Unemployment Insurance are not listed. Submit appropriate narrative and budget revisions.
- 40. In Attachments 51(a) and (b) regarding the proposed facility lease arrangement, please indicate if the Board of Trustees of the State University of New York (SUNY), as the charter entity, is satisfied that NHA demonstrates the fiscal capacity to enter into such arrangements with this

charter school and any other charter schools during the same time period. Please indicate if SUNY is assured that the proposed lease arrangement is fiscally sound when the projected first year enrollment is listed as being just 240 students. Indicate if NHA will lease the facility to other groups. If so, please explain explain.

- 41. In Attachment 52, it is noted that Paul Joyce will assist with facilities transactions. Please indicate whether Mr. Joyce will receive compensation for these services. Please also indicate when the proposed charter school anticipates that it will retain independent counsel.
- 42. In Attachment 54, explain how students will be transported to the charter school when the Buffalo City Schools are not in session. If appropriate, submit appropriate budget revisions.
- 43. In Exhibit A, please provide more detail on the proposed management agreement, including an explanation how the management fee is calculated, and what types of revenues are to be included in the fee arrangement. The proposed budget does not list management fees. Please submit appropriate budget revisions.
- 44. In Exhibit A, please provide more detail on the management company's roles and responsibilities to the board of trustees regarding such issues as budget preparation, the fee agreement, staffing decisions, fiscal policies, purchasing and internal control policies and procedures. If appropriate, make and submit necessary budget revisions.
- 45. In Attachment D, the Curriculum Crosswalk should include NYS learning standards for career development and occupational standards as well as physical education. Please revise.
- 46. In Exhibit G, in the fourth sentence of the Open Meetings Policy, add the words "in one or more designated public locations" after the word "conspicuous". In the fifth sentence of the Open Meetings Policy add the words "and conspicuously posted in one or more public locations at a reasonable time prior thereto" after the word "practicable."
- 47. In Exhibit H, on page 5, please spell out the acronym "NCA."
- 48. The application states that 240 children will be served in year one with between 24-29 students with disabilities (estimated). It does not seem reasonable to expect that a .5 FTE special education coordinator/teacher could conduct all job responsibilities as indicated in Exhibit H, page 8, with that number of students. Please review and revise. In addition, please explain the relationship of the coordinator and the special education director and describe the director's responsibilities.
- 49. In Exhibit H, on page 9, please note that if any "Instructional Aide" provides any direct instruction to a student, the aide must be appropriately certified.

- 50. Please provide an assurance that the proposed charter school will comply with the applicable requirements of The No Child Left Behind Act of 2002 including those related to teachers and paraprofessionals.
- 51. In volumes 3-6, please show how the extensive material in the NHA Handbooks is ageappropriate and is consistently aligned with the NYS learning standards. Content in grades K-2 needs to provide a foundation for future learning and needs to have continuity from grade to grade. Also, the literature collections should include a balance of fiction and nonfiction works.
- 52. Activity workbooks and practice masters/dittos should supplement ongoing exposure to authentic, hands-on engagement in meaningful interdisciplinary projects. The appendix of the Preschool Planning Guide, available from the State Education Department, provides a list of developmentally appropriate equipment and materials that may be used to augment the kindergarten supply lists at the end of each grade level description in the Handbooks (volumes 3-6).
- 53. Please describe how the curriculum material such as Open Court reading, Collins writing, and Saxon math is aligned to the NYS learning standards.
- 54. Describe where the Moral Focus (character education) aspects of the curriculum are integrated with ELA, social studies, and the other core subject areas.
- 55. Please provide an update on the securing of a site for the proposed charter school.

I would appreciate it if you would provide responses to the above to the Charter Schools Unit by the close of business Monday, August 19, 2002. The information can be mailed or faxed at 518-474-3209. If you have any questions, please contact Dr. Darlene Mengel of the Charter Schools Unit at 518-474-1762.

Sincerely,

James R. Butterworth

cc: Darlene M. Mengel Charter School Review Panel

CHARTER SCHOOL APPLICATION

TRANSMITTAL FORM AND COVER SHEET

Working name	e of Charter School: Libertas Chart	er School
Applicant Con	ntact: <u>Diane Rowe</u> Print or type name	Signature
APPLICANT	CONTACT INFORMATION	
Mailing Addre	ess: Buffalo	o, N.Y.
Telephone:		
Facsimile:		
E-mail:		
Partner Organi	ization (if any): National Heritage A	cademies
Contact (name	e/phone#): None	
SCHOOL SU	MMARY	
First year grad	le levels to be served: K-4	REDACTED
First year targe	eted enrollment: 240	6 1
Location (scho	ool district): Buffalo, N.Y.	
	COMPLETED APPLICATIONS Charter Schoo State University 74 North Pearl Street, 4 th Fl Telephone: (518) 433-8277; 1 E-Mail: charters@swww.newyorkc	ls Institute of New York oor, Albany NY 12207 Facsimile: (518) 427-6510 vsadm.suny.educ
	FOR OFFICE	E USE ONLY:
	Received by:	

Date Received:

716 825 0243

P.01/01

37 July 37

Charte: Cahools Unit

CHARTER SCHOOL APPLICATION

JUL 15 2002

TRANSMITTAL FORM AND COVER SHEET

Working name of Charter School: Libertas Charter School

Applicant Contact:

Diane Rowe

Print or type name

Signature

APPLICANT CONTACT INFORMATION

Mailing Address:

Buffalo, N.Y.

Telephone:

Facsimile:

E-mail:

Partner Organization (if any): National Heritage Academies

Contact (name/phone#): None

SCHOOL SUMMARY

First year grade levels to be served: K-5

First year targeted enrollment: 240

Location (school district):

Buffalo, N.Y.

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: <u>charters@sysadm.suny.educ</u> www.newyorkcharters.org REDACTED

	FOR OFFICE USE ONLY:	
Dagair	ved hv:	

·

Date Received:

CHARTER

DATED AS OF SEPTEMBER 15, 2002

BETWEEN

BOARD OF TRUSTEES OF THE STATE UNIVERSITY OF NEW YORK

AND

APPLICANT FOR THE LIBERTAS CHARTER SCHOOL

TABLE OF CONTENTS

SECTION 1.	ESTABLISHMENT OF SCHOOL PA	GE
1.1	Charter	1
1.2	Effective Date; Term	2
1.3	Prior Actions.	
1.4	New Information	2
1.5	Location and Facility	
1.6	Change of Location	
SECTION 2.	OPERATION OF SCHOOL	
2.1	Mission Statement	4
2.2	Age; Grade Range; Number of Students	
2.3	Admission	
2.4	Student Learning and Achievement	
2.5	-	
2.6	Evaluation of Pupils	
2.7	School Calendar; Hours of Operation	
2.8	Disciplinary Code	
2.9 2.10	Nonsectarian Status	
2.10	Non-discrimination	6 6
2.11	_	
2.12	GovernanceSelection of New School Board Members	6 7
2.13		
2.14	Grievance Procedure.	7 7
	Partnership with a Management Company Parental Involvement	
2.16	•	8
2.17	Student Transportation	8
2.18	Health Services	8
2.19	Food Services.	8
2.20	F.O.I.L. and Open Meetings Law	9
2.21	Compliance with Other Applicable Laws	9
SECTION 3.	SPECIAL EDUCATION	
3.1	Provision of Services	9
3.2	Funding of Services	9
SECTION 4.	PERSONNEL	
4.1	Status	9
4.2	Personnel Policies; Staff Responsibilities	-
4.3	Instructional Providers.	
4.4	Background Checks	
4.5	Collective Bargaining	
4.6	Pension Payments	

EXHIBITS

Application
Oversight Plan
Accountability Plan Guidelines
Educational Service Provider Policies EXHIBIT A -EXHIBIT B -

EXHIBIT C -

EXHIBIT D -

EXHIBIT E -Additional Assurances

TABLE OF DEFINITIONS

<u>r</u>	age
"Trustees"	
"Accountability Plan Guidelines"	. 1
"Applicant(s)":	. 1
"School"	1
"Act"	. 1
"Application"	. 1
"Regents"	
"Charter Agreement"	
"Oversight Plan"	
"Additional Assurances"	
"Proposed Charter"	. 2
"Charter"	
"School Corporation"	2
"Effective Date"	
"Prior Actions"	2
"New Information"	. 3
"School Facility"	
"Facility Agreement"	. 3
"Facility Completion Schedule"	. 3
"Permits"	3
"Projected Enrollment"	5
"School Board"	
"Founding School Trustees"	
"By-laws"	6
"School Trustee Background Information"	7
"Management Company"	7
"Management Contract"	. 8
"Commissioner"	10
"Initial Statement"	11
"Annual Report"	
"Accountability Plan Progress Report"	14
"Monitoring Plan"	14
"Renewal Application"	15

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 DIANE ROWE (the "Applicant") to establish and operate the LIBERTAS 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 ab initio. It shall be the ongoing obligation of the Applicant(s) (until the Effective Date) and the School Corporation (upon and after the Effective Date) to provide to the Trustees in writing any New Information of which it or they is or are in, or come(s) into, possession.
- 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.
- 2.3 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 Evaluation of Pupils. 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 <u>Partnership with a Management Company</u>. 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.</u> and <u>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

- 3.1 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 Collective Bargaining. In the event that

- (a) student enrollment at the School on the first day on which the School commences instruction does not exceed two hundred fifty (250) or the average daily student enrollment of the School does not exceed two hundred fifty (250) at any point during the first year after the school commences instruction; or
- (b) the Trustees have granted to the School Corporation a waiver pursuant to paragraph 2854(3)(b-1) of the Education Law <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 <u>Audits</u>. 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 Annual Budget and Cash Flow Projections. The School Corporation shall prepare and provide to the Trustees a copy of its annual budget and cash flow projection for each fiscal year by no later than 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. Insurance. The School Corporation shall, at its own expense, purchase and maintain the insurance coverage for liability, property loss, and the personal injury of students as is described in the 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 Annual Reports. 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 Π 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 Transactions with Affiliates. The School Corporation shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the School Corporation, any member 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

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

If to the School C	Corporation:
--------------------	--------------

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.

[Remainder of page intentionally left blank]

BOARD OF TRUSTEES OF THE STATE UNIVERSITY OF NEW YORK

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

LIBERTAS CHARTER SCHOOL

By: Diane Rowe

Title: Applicant

BOARD OF TRUSTEES OF THE STATE UNIVERSITY OF NEW YORK

Date 702

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

LIBERTAS CHARTER SCHOOL

Date

By: Diane Rowe

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

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

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;

- 14. School policies in areas such as financial management, personnel, student discipline (including suspension and expulsion), health and safety, student privacy and transportation;
- 15. Grievances made by students, parents, teachers, and other employees of the School Corporation, including, but not limited to, complaints received by the School Board pursuant to subdivision 2855(4), together with documentation of all actions taken in response;
- 16. Inventory of all assets of the School Corporation that have been purchased with public funds; and
- 17. 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

State University of New York

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 <u>clear and measurable</u> 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; <u>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</u>.

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, <u>vou should seek to limit the number of wavs you will measure vourself and to focus on what's most important</u>. 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 <u>measurability</u> 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 <u>outcomes</u>. 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.

Coal

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, <u>you should measure academic progress precisely and extensively</u>. 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

SUNY. This includes score reporting in Progress Reports or any other documents submitted to SUNY.

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.

REQUIREMENTS: Your section on organizational viability must include the following measures:

- 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:

C-2

- 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

[This page left intentionally blank]

Charter Schools Unit

JUL 15 2002

|--|

LIBERTAS C.S.

OF VOLUMES: _

1082

VOLUME #: _____

LIBERTAS

CHARTER

SCHOOL

CHARTER SCHOOL APPLICATION

TRANSMITTAL FORM AND COVER SHEET

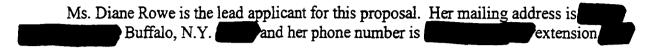
Working name of Charter School: Libertas Charter School Applicant Contact: Diane Rowe Print or type name APPLICANT CONTACT INFORMATION Mailing Address: Buffalo, N.Y. Telephone: Facsimile: E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240 Location (school district): Buffalo, N.Y.
Print or type name APPLICANT CONTACT INFORMATION Mailing Address: Buffalo, N.Y. Telephone: Facsimile: E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
Mailing Address: Telephone: Facsimile: E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
Telephone: Facsimile: E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
E-mail: Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
Partner Organization (if any): None Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
Management Organization (if any): National Heritage Academies, Inc. Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
Contact (name/phone#): Nicholas Paradiso (518) 857-9110 SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
SCHOOL SUMMARY First year grade levels to be served: K-5 First year targeted enrollment: 240
First year grade levels to be served: K-5 First year targeted enrollment: 240
First year targeted enrollment: 240
Location (school district): Buffalo, N.Y.
COMPLETED APPLICATIONS MUST BE SUBMITTED TO: Charter Schools Institute State University of New York 74 North Pearl Street, 4 th Floor, Albany NY 12207 Telephone: (518) 433-8277; Facsimile: (518) 427-6510 E-Mail: charters@sysadm.sunv.educ
E-Mall: charters@svsadm.sunv.educ www.newyorkcharters.org REDACTED
FOR OFFICE USE ONLY:
Received by:

Date Received:

CHARTER SCHOOL NAME

The name of the charter school shall be the *Libertas Charter School*.

APPLICANT



Ms. Rowe is the Chief Professional Officer of the Boys and Girls Clubs of Buffalo. Prior to assuming this role, she was the Associate Executive Director of the YWCA of Western, N.Y.

Diane also served as the Executive Director of Anorexia Bulimia Buffalo Association for six years (1986-1992) and was a teacher for East Hill Tutoring Services (1980-1986). She is an active community member and sits, or has served, on the boards of numerous not-profit organizations in the Buffalo-area, including Erie County Youth-build Inc., and the Breast and Cervical Health Partnership of Erie County. She is the Past President and Trustee of Depew Union Free School Board. She also is a member of the Erie County Department of Mental Health Housing Needs Assessment Committee and the Buffalo Public School Advisory Committee for Family Support Centers.

Diane has a Bachelor's Degree in Education from the State University College at Buffalo.

REDACTED



OPENING DATE

We anticipate an opening date of September 2003 for the Libertas Charter School.



TERM

Libertas Charter School proposes an initial charter term of 5 years.

ENROLLMENT PROJECTIONS

Grade	Year One 2003-04	Year Two 2004-05	Year Three 2005-06	Year Four 2006-07	
Kindergarten ¹					
(20 students	40	75	80	80	
per class)	40	7.5	80	00	
1 st Grade					
(25 students	50	75	75	75	
per class)					
2 nd Grade					
(25 students	50	75	75	75	
per class)					
3 rd Grade					
(25 students	50	75	75	75	
per class)					
4 th Grade					
(25 students	50	50	75	75	
per class)				<u> </u>	
5 th Grade		50	50	25	
(25 students		50	50	75	
per class) 6th Grade					
(25 students			50	50	
per class)			30	30	
7 th Grade					
(25 students				50	
per class)					
8 th Grade					
(25 students	;				
per class)					
TOTAL	240	400	480	555	

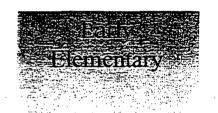
¹ Students entering Kindergarten must be at least five years old on or before December 1st of the academic year to be eligible for admission to the Libertas Charter School.

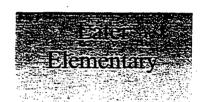
ENROLLMENT RATIONALE

We believe that the sooner we can influence a young person's education, the greater the opportunity each student has to succeed. Therefore, the focus of our program is K-8 students. It is our belief that we can give students in this grade range a solid basis on which to achieve academically in high school and college.

The school enrollment is based on a specific configuration whereby the teacher, the key component in a student's education, is fully supported. The school leadership comes from the school **Principal** who oversees and supports the school staff and students.

When fully phased in, the school will be divided into three pods. Lower Elementary (Grades K-2), Upper Elementary (Grades 3-5), and Middle School (Grades 6-8). Each pod contains three sections (Kindergarten has four) of each grade as follows:







Kinder-	First	Third	Fourth	Sixth	Seventh
garten	Grade	Grade	Grade	Grade	Grade
Second			fth	Eighth	
Grade			ade	Grade	

By grouping the pods in this configuration, we allow teachers to share ideas, activities and resources easily within the same grades. Also, students are interacting with their peers socially and in other classrooms during shared activities.

It is our intent to begin with 240 students, developing the school's culture with a small student population. This will allow the school to be financially stable while growing slowly and minimally impacting the surrounding public school community districts.



Finally, this arrangement also will allow us to manage the growth of the school in a manner that is not overwhelming to our faculty and staff, and most importantly, our students. Growing at this deliberate pace will help our school leadership develop a positive culture for academic excellence throughout the entire school.

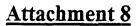
Attachments7(a) and (b)

SIMILAR APPLICATION SUBMISSION

We have not submitted an application or similar application to any other charter entity simultaneous with the submission of this application.

This application has not been previously denied. A member of our proposed Board, in partnership with our proposed education services provider, has previously applied — and been denied — to the State University of New York for a charter school in the Buffalo- area. The makeup of the board, content and intended location for this project, however, is substantially different from this other proposal.

Attachment 7(a)



PARTNER ORGANIZATIONS

Libertas Charter School is not filing in conjunction with a college, university, museum, educational institution, or a not-for-profit corporation and therefore Attachment 8 is not applicable.

Attachment 9(a)

MANAGEMENT PARTNER TERM SHEET

The *Libertas Charter School* intends to create a partnership with National Heritage Academies (NHA), an experienced education services provider. NHA currently provides it's educational program to 28 other charter schools, including the Rochester Leadership Charter School in Rochester, New York.

We will contract with National Heritage Academies for the following education services:

- Provide all labor, materials, equipment, facilities and supervision necessary for the
 provision of educational services to students, and the management, operation and
 maintenance of the school. Additionally, provide a web-based application called
 AcademyLink (See Exhibit I).
- Implement and monitor the educational goals, instructional programs, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and day schedule, age and grade range of pupils, and ensure compliance with performance of targeted educational outcomes.
- Discuss proposed changes to the educational program and implement changes approved by the Board.
- Purchase on behalf of the school with school funds instructional materials, books, supplies and equipment.
- Implement pupil performance evaluations.
- Timely notify the Board and/or school administrator of any: material health or safety issues; labor or employee or funding problems; or problems of any other type that could adversely affect the school.
- Provide the Board with an annual projected budget and detailed statements of all revenues received and all expenditures for services and or expenses incurred.
- Provide funds for start up costs and/or operating losses for the school.
- Aid in the selection and hiring of qualified personnel, including the School Administrator, to perform services at the school.
- Aid in the determination of staffing levels, and aid in the selection, evaluation, assigning, discipline, transfer and termination of personnel.
- Provide training and professional development in methods, curriculum, program and technology to all teaching personnel on a regular basis.

Fee

Pursuant to the proposed Management Agreement, National Heritage Academies shall receive all revenues as its gross revenue, from which it shall pay all operating costs of the Libertas Charter School identified in the budget approved by the Board. NHA shall be entitled to retain as compensation for its services rendered the difference, if any, between the amount of

Attachment 9(a)

the School's revenues and the amount of revenues actually expended by NHA in operation and/or management of the School during its fiscal year.

Term

The term of the Management Agreement shall be five years.

Contract Renewal

Upon agreement between the board and NHA, the Management Agreement will be renewed at the end of its five-year term for an additional five years or other set term agreed upon by both parties.

Termination

Pursuant to the proposed Management Agreement, the termination provisions are as follows:

- 1. By NHA. NHA may, at its option, terminate the Management Agreement prior to the end of the term specified in the event the Board fails to remedy a material event within 30 days after notice from NHA. A material event includes, but is not limited to, NHA's failure to receive for any reason compensation or reimbursement as required by the terms of the Management Agreement, or the School's loss or suspension of its charter contract.
- 2. By School. The School may terminate the Management Agreement prior to the end of the term specified in the event that NHA shall fail to remedy a material breach within 30 days after notice from the Board. Material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay School operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the charter contract, the Management Agreement, or law, or (iii) receipt by the Board of unsatisfactory reports from NHA or from an educational consultant retained by the Board about matters concerning NHA's performance or the performance of the staff which are not adequately corrected or explained.
- 3. By Either Party. Either party may terminate the Management Agreement for any reason upon giving not less than 90 days notice to the other party.
- 4. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified, absent a material event or unusual and compelling circumstances, the termination will not become effective until the end of the current academic year.

Contracts

Two recently executed management contracts between NHA and other local boards are attached as **Exhibit A**. Metro Charter Academy is authorized under Michigan law and does not require 501(c)(3) status. Rochester Leadership Charter School obtained 501(c)(3) status on August 2, 2001.

Attachment 9(a) 2



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

June 4, 2002

Charter Schools Institute
State University of New York
74 North Pearl Street, 4th Floor
Albany, NY 12207

RE: Management Agreements

This letter verifies that, at the time of submittal of the Libertas Charter School charter proposal, the management agreements for Warrendale Charter Academy and Rochester Leadership Academy Charter School were the most recently executed agreements.

Mark A. DeHaan

Sincerely

Senior Vice President

Attachment 9(b)

ENTITY SELECTION

The lead applicants and board members of the *Libertas Charter School* project intend to create a partnership with National Heritage Academies (NHA), an experienced education provider. NHA currently provides it's educational program to 28 other charter schools, including the Rochester Leadership Academy Charter School in Rochester, New York.

Our lead applicant, Diane Rowe, was introduced to National Heritage Academies by a professional acquaintance that is a founder of an existing charter school in Buffalo. Ms. Rowe discussed her vision for a charter school proposal with this individual and it was recommended that she reach out to National Heritage Academies, based on the company's relationship with the Rochester Leadership Academy Charter School.

Ms. Rowe and representatives from our founding team did meet with National Heritage Academies and also toured the Rochester Leadership Academy Charter School and met with the charter school principal, faculty and staff. Also, a member of our team traveled to National Heritage Academies' corporate headquarters in Grand Rapids, Michigan to meet with the company's senior management team and further investigate the company.

Finally, we contacted individuals associated with other charter schools in New York State, and people involved with charter schools generally, to learn more about other management firms and to determine which was the best fit for this proposal.

Impressed with our findings based on this research, we believe that NHA offers comprehensive services compatible with our vision. We also are confident that the company has the needed expertise and financial capacity to provide the services needed to take our proposal from paper to a viable charter school.

The combination of positive references from knowledgeable sources, a successful track record of providing a quality education to students from all walks of life, and the knowledge that the company is financially solvent led us to determine NHA was the best choice for us.

The application sections School Mission and Summary and Academic Program, Standards, Curriculum & Assessment provide further detail concerning our partnership with NHA and why the company's program is a good fit for the mission and vision we have for the Libertas Charter School.

Attachment 9(b)

Attachment 9(c)

MANAGEMENT PARTNER BACKGROUND

Please see Exhibit B.

MISSION STATEMENT

The mission of the Libertas Charter School is to work with families, educators, and community members to provide a rigorous academic program, focusing on core academic skills that will enable our students to continually improve and ultimately perform at levels that exceed citywide averages. Our school leadership and community will also instill a sense of family, community and leadership within all of our students.



EXECUTIVE SUMMARY

Our founding team's goal is to improve public school opportunities for families and children living and attending schools in Buffalo.

Our guiding philosophy is best articulated by Dr. Marva Collins in her book, *Marva Collins Way*: "My approach was to teach the total child. A teacher should help develop a child's character, help build a positive self-image. I was concerned about everything—attitude, manners, grooming."

Dr. Collins calls for a return to a classical education: "I always thought it better to teach a child how to attach a word phonetically . . . I taught my students how to add and subtract, but I also taught them that arithmetic is a Greek word meaning "to count" and that numbers were called digits after the Latin word "digitus", meaning finger." This theme is continued in the work of Jeanne Chall's, *The Achievement Challenge*. Chall's study takes a broad view of teacher centered vs. student centered instruction. She concludes that quantitative, qualitative and historical evidence supports traditional teacher centered methods as the most effective. Furthermore, James Coleman, as outlined in a recent article by E.D. Hirsh, Jr. "Education Matters, Spring 2000," stated that: "a rich demanding curriculum; a structured, orderly environment; lots of explicit instruction; and the expectation that all children reach minimal competency in every subject by grade's end provide the best academic results."

All this points to a traditional, classical education. In *Cultural Literacy*, E. D. Hirsch wrote, "Some say that our schools by themselves are powerless to change the cycle of poverty and illiteracy. I do not agree. They can break the cycle, but only if they themselves break fundamentally with some of the theories and practices that education professors and Principals have followed over the past fifty years."

It is for these reasons that our charter school would implement the *Effective Schools Research* design, developed by Professor Ronald R. Edmonds of Harvard University, as a roadmap to serve all students and help them reach their full potential. Edmonds' research showed that there are fundamental aspects to developing schools that can provide all children — including at-risk students — with a quality education. The defining features of an effective school are: safe and orderly environment; clear school mission; strong instructional leadership; high expectations; numerous opportunities to learn and significant student time on task; frequent monitoring of student progress; and excellent home-to-school relations.

Consequently, we propose:

- Providing each student with an academic program based on a strong, balanced core curriculum aligned with New York State's learning standards;
- Fostering parental involvement through six parent-teacher committees Curriculum, Technology, Leadership Development, Library, Grounds and Facility, and Boosters.



- Encouraging strong relationships between families and teachers through instant weekly newsletters to keep parents updated on their child's academic programming, assignments, and school events, formal parent satisfaction surveys, and by providing a room designated exclusively for parents where parents can meet, volunteer, or simply relax.
- Monitoring student performance and identifying learning gaps through daily learning exercises, classroom assessments, group and individual projects, nationally referenced standardized tests (Metropolitan Achievement Test), and required New York State assessments;
- Implementing a code of conduct designed to provide students with a safe, and orderly school environment; and,
- Focusing on leadership development of all students by emphasizing a different . character quality each month.

The proposed curriculum has been carefully aligned to meet the learning objectives and skills addressed in the primary and supplemental instructional resources. It has also been correlated to the New York State Learning Standards and the Hirsch Core Knowledge Sequence. This alignment shall prepare <u>all students</u> for the required New York State assessments.

In summary, we believe our charter school, should it ultimately be approved, will:

Increase learning opportunities through utilizing teacher directed instruction. Children are naturally curious and love to find out about the world around them. They do not, however, always know how to recognize what is truly important and what merely satisfies their curiosity. For that reason, the school has established an excellent curriculum sequence that will prepare students well for studies beyond eighth grade.

Shift from rule-based to performance-based instruction. The school founders believe that the teacher's effectiveness is just as important as the curriculum being taught in the classroom. The teacher is the single most important resource in the educational process and is held accountable for what is learned rather than for how it is taught. The teacher, being closest to the student, is best able to understand which instructional methodologies might yield the greatest success. Each teacher is exposed to best practices and then asked, as a professional, to customize instructional delivery to the particular needs of the students in his or her classroom.

Teachers will be selected based on their ability to do an excellent job of teaching the carefully selected curriculum provided for each classroom. The teacher's primary responsibility in the classroom is to make sure every student has the opportunity to learn everything necessary at that grade level so he/she will be well-equipped for the following grade. The school believes the students' opportunities are maximized when teacher directed learning takes place.

Facilitate new and creative teaching methodologies in a teacher directed classroom, the teacher is the leader and model. The teacher will: prepare the lesson; consider the class' prior knowledge and experience with the material; decide the most effective way to present the material to

Attachment 11 2



be mastered; engage the students in a thought-provoking lesson; monitor for student comprehension throughout the lesson; and provide for continued learning opportunities and practice with the material. The teacher carefully leads the students through the lesson, responding to them and their curiosity, while still leading everything that happens during the lesson.

Teacher directed classrooms are rich with opportunities for students to master an important body of knowledge. Learning these important, timeless concepts will prepare students for increased learning opportunities throughout their lives. Teacher directed instruction allows for new and innovative teaching methods. Rather than telling the teacher how to teach, the focus is on what is being learned. Teachers have the freedom and liberty to develop the very best methodologies, in fact, they are expected to improve and document best practices.

To further develop a sense of ownership and create **new professional opportunities**, employees will be given the opportunity to participate in a system aligned to provide training and performance based compensation. Through objective results (i.e., "parent surveys", "student performance," "classroom observation," and "peer review") teachers are able to customize staff orientation and training to specifically address their own needs.

Attachment 11 3

Attachment 12(a)

TENTATIVE PROPOSED 2003-2004 CALENDAR

The calendar will be aligned with the calendar of the Buffalo City School District.

August	11-15	Teacher Training		
-	18-21	Teacher Training		
	25	First Day of School (1/2 day)		
September	1	Labor Day (school closed)		
October	17	Teacher In-Service (no school)		
	24	End of Marking Period		
	28	Evening Teacher Conferences		
	29	Teacher Conferences (half-day)		
•	30	½ Day		
	31	Fall Break (school closed)		
November	27-28	Thanksgiving Break (school closed)		
December	22-31	Winter Break (school closed)		
January	1-2	Winter Break (school closed)		
	23	End of First Semester (1/2 day)		
February	13	In Service (no school)		
March	19	End of Marking Period		
April	6	Evening Teacher Conferences		
	7	Teacher Conferences (1/2 day)		
	8	½ Day		
	9	Spring Break (school closed)		
	12-16	Spring Break (school closed)		
May	31	Memorial Day (school closed)		
June	10	Last Day of School (1/2 day)		
~182 Days ~1183 Hours				

Attachment 12(a)

Attachment 12(b)

SCHOOL DAILY SCHEDULE

8:00 a.m.	Students arrive
8:15 a.m.	Instruction begins
11:30 a.m.	Lunch periods and recesses
12:00 noon	Afternoon Instruction begins
3:15 p.m.	Dismissal

Weekly Subject Area Time Allotment

		Grades 1 – 5		Grades 6 – 8
		1950 MPW		1950 MPW
		(6.5 HPD x	<u>5 DPW)</u>	(6.5 HPD x 5 DPW)
Kindergarten		Early	Later	Middle-
1650 MPW		Elementary	Elementary	Level
(5.5 HPD X 5 DPW)		<u>(1-2)</u>	<u>(3-5)</u>	<u>(6–8)</u>
Reading	570	610	580	600
Spelling/Gramma		110	110	100
Writing	80	135	150	125
Mathematics	280	410	450	430
Social Studies	120	130	130	125
Science	120	125	130	140
Health/Safety	80	100	90	100
Art	140	120	100	120
Music	80	90	90	90
Physical Ed.	100	120	120	120
Recess	150	75	75	75
Rest/Snack	225			

[•] All figures above expressed in minutes

Attachment 12(b)

[•] Technology is integrated throughout the various grade subjects

ACHIEVEMENT GOALS

Libertas Charter School commits to writing an Accountability Plan, setting achievement goals, that complies with state law and the charter school statute. Additionally, the school's Accountability Plan shall comply with the State University of New York Trustees' "Guidelines for Writing Charter School Accountability Plans," to define the school's specific measurable goals using three kinds of measures: absolute, value-added and comparative.

Absolute Measures shall be set and assessed in accordance with the state assessments required by the New York State Board of Regents. The school will establish goals of achieving regular increases in mean NCE scores (averaged over the term of the charter) by students at all grade levels.

Value-added Measures shall be set with specific yearly goals as assessed by the MAT8, in accordance the "Guidelines for Writing Charter School Accountability Plans," with a pre-test given to new students to show year-to-year progress for each student attending the school. This data, measured in normal curve equivalents, shall also be disaggregated to aid internal targeting of specific improvement areas.

Comparative Measures shall be used to compare test data to other school districts with comparative demographic student populations.

Additionally, we expect each student in grades K-8 to master content standards for each grade level before progressing to the next grade. Mastery of content standards as set for each grade level and aligned with the New York Learning Standards shall be measured by daily/weekly quizzes and periodic testing in each subject.

Should aggregate student performance fall below these standards, understanding that first year scores serve primarily as a baseline indicator of student performance, the Libertas Charter School shall develop a "School Improvement Plan" for the ensuing school year. Such a plan will include: (1) the timeline and measures to be taken to modify curriculum and instruction in the subject area(s) testing below state performance standards; and (2) the professional development activities to be undertaken to ensure that students are able to achieve State learning standards in this/these area(s).

Data will also be used to determine the progress toward the state standards for each student in the school. Individual plans for additional services to students not meeting the standard (and/or goals for students with IEPs) will be implemented to strive for mastery by all students.

CURRICULUM

Libertas Charter School shall implement the National Heritage Academies' Educational Program. Please see Exhibit C (separate binder) for the Curriculum the school shall follow.

The charter school will ensure that instruction is provided to students in each of the seven learning standard curriculum areas.

Please see **Exhibit D** for a crosswalk aligning the Curriculum to New York State Learning Standards.

Attachment 15(a)

STATE ASSESSMENTS

Libertas Charter School will assess student performance by standards adopted by the New York State Board of Regents. This testing will include the following grades and subjects:

4th Grade:

English Language Arts, Math and Science

5th Grade:

Social Studies

8th Grade:

English Language Arts, Math, Science, Social Studies and Technology

Libertas Charter School, at a minimum, commits to meeting the Board of Regents performance standards in existence at any point during the period of the charter and required of all charter schools in the state. Additionally, the school shall follow the procedures for the administration of the Regent's Exam per the requirements of the Board of Regents.

Languages Other Than English (LOTE)

To meet the LOTE requirement of completing two units of study of checkpoint A to earn one high school credit by the end of the ninth grade:

- 1. Students who complete Checkpoint A in grade eight or below must take and pass the SLP in order to earn the credit.
- 2. ALL students must meet the requirement in LOTE except those who have an IEP that identifies a disability that "....adversely affects the child's ability to learn a LOTE."

Attachment 15(a) 1

Attachment 15(b)

STANDARDIZED TEST

We have chosen to administer the Metropolitan Achievement Test (MAT-8), a national norm-referenced, cognitive aptitude test, each year to grades 1-8 students enrolled in the school. The test shall be given to all new students in the fall and all students in the spring, showing accurate year-to-year growth patterns. Student data shall be represented in NPR, NCE and grade equivalency and disaggregated by categories that will aid school staff in assessing and modifying programs for groups of students.

The MAT-8 test is used to assess student achievement in five disciplines: reading, mathematics, language, science, and social studies. The MAT-8 evaluates student performance in comparison to other students nationally who take the MAT-8 test. A student who scores at the 50th percentile is therefore achieving a score that is equal to the scores of at least half the students who have taken the test nationally.

The MAT-8 measures content that includes (depending on the grade level) word recognition, vocabulary, reading comprehension, mathematical concepts and problem solving, mathematical procedures, listening, prewriting, composing, editing, spelling, science, social studies, and research skills. The reading test takes into account the developmental nature of vocabulary instruction and the reading comprehension test is based on the structure of informal reading inventories. The mathematics tests were constructed to be appropriate for use with either traditional or progressive mathematics instruction, following the guidelines of the National Council of Teachers of Mathematics Curriculum and Evaluation Standards for School Mathematics. The language and writing parts use scenarios that put language arts objectives into real-life relevant contexts. The science test emphasizes process skills and reasoning ability within life science, physical science, and earth science. The social studies part includes geography, history, culture, political science, and economic items and the National Council for Social Studies emphases. Additionally, it reflects current emphasis on the assessment of critical thinking in a realistic context.

By choosing the MAT-8, we can measure all core subjects at each grade level and measure year-to-year growth, thereby immediately identifying areas in need of improvement and resulting in annual enhancement of the curriculum.

Attachment 15(b)



METHODS OF ASSESSMENT

Classroom Testing

Classroom testing will be administered in each subject to access student mastery. We will use a rubric to insure that each content standard is addressed, assessed and mastered. Not necessarily used to assess total school performance in regards to charter renewal, classroom testing shall be considered a tool for the teacher to assess classroom learning and will be used for information in progress reports and semester report cards.

Each day, students will demonstrate their knowledge through speed drills. Lower elementary students review the math meeting board each morning providing the teacher with the opportunity to continually assess learning. Upper elementary students have daily quizzes. The goal in each case is to achieve mastery through repetition and review.

In English students have spelling tests each week. Beginning in first grade, they participate in *Daily Oral Language* exercises. The Open Court reading program includes work sheets, quizzes, and tests that assist the teacher in understanding the progress of the student.

The Hirsch Core Knowledge Sequence also provides tests as part of their series, What Every Student Ought to Know. History, geography, government, and science are included in the Core Knowledge Sequence. In addition, teachers will develop their own units, tests, and quizzes.

Parent Satisfaction Surveys

We will use annual surveys, which will be sent to families and tabulated by an independent company. Used to collect feedback from families on the school and staff, the survey will allow us to identify areas of great progress or potential areas of improvement.



DIPLOMA

As we will provide education for grades K-8, high-school diploma requirements are not applicable to the *Libertas Charter School*.

Attachment 18(a)

STUDENTS WITH DISABILITIES

It is the goal of our charter school proposal to provide continually expanding opportunities for all students, including providing needed services to those children with special challenges and needs.

As stated in the Admission Policy, the *Libertas Charter School* is committed to providing equal access to all students, regardless of disabilities, ethnicity, race, creed, gender, national origin, religion, or ancestry, or intellectual or athletic abilities. The school shall administer assessments as required by the charter school law.

1. Responsibility for special education services.

Special education services at the *Libertas Charter School* will be provided in accordance with the individualized education program (IEP) recommended by the Committee on Special Education (CSE) serving the student's school district of residence. The school will ensure that all students with disabilities participate in any federal and/or state required (through the No Child Left Behind Act, IDEA or other statute) assessment programs to the extent indicated on their IEPs.

We are unable, at this time, to determine the exact special education services that will be necessary to meet the needs of students attending the *Libertas Charter School*, since the student population has not yet been determined. 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 qualified third party should the need arise.

The board of the *Libertas Charter School*, through the Principal's leadership, will hire necessary staff to meet the needs of its special education students.

At a minimum, we envision the role of the charter school's special education coordinator to include, but not necessarily be limited to, the following task areas:

- Facilitate effective communication with the CSE of the student's district of residence, students, parents, teachers, administration, special education support staff and appropriate social service and community- based agencies;
- Form a partnership with the classroom teacher to develop appropriate instructional practices to meet student needs, as detailed in the IEP;
- Meeting all requirements for special education activities of the charter school;
- coordinating with CSEs, providing information to CSEs to determine if entering students
 have IEPs, and working with CSEs and school districts to ensure that all required special
 education and related services are being provided and that all IEPs are appropriate in the
 context of the charter school setting.
- Represent the charter school at CSE meetings;

Attachment 18(a)

- Ensure compliance with all appropriate federal special education requirements;
- Act as a resource to the classroom teacher in the development, implementation and monitoring of specialized or modified programs.
- Provide instruction to an individual or groups of students in a separate location, as indicated on the student's IEP;
- Provide instruction in an inclusion setting in a general education classroom setting, as indicated on the student's 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.
- Perform additional duties according to the job description outlined in Exhibit H.

2. Interaction with the student's district of residence.

In partnership with our management partner, we have reviewed the New York State Charter Schools Act and all relevant federal and state laws, rules, and regulations to ensure that our proposal includes a program for children with special needs that, in partnership with the student's district of residence, provide the necessary services to special needs children and their families. National Heritage 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.

A student suspected of having a 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. Referrals may be made by any professional staff member of the charter school, in consultation with the Principal. 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.

For purposes of Child Find (in accordance with 34 CFR 300.125), the charter school also will have a *Child Study Team*, which is a committee of school personnel set up by the Principal to ensure ongoing and effective support for classroom teachers and students to identify children suspected of having special education needs. A special education coordinator is on each school's team. 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. It creates an awareness and understanding of the issues affecting the student. As explained above, any child suspected of having a disability will be referred to the CSE of the student's district of residence.

3. Teacher participation and ensuring access and understanding of a teacher's responsibility to implement the IEP.

Attachment 18(a)

Initial student evaluations, reevaluations and revisions of IEPs, and the provisions relating thereto, are the responsibility of the local educational agency (LEA) – in New York State this is the school district of a student's residence. The *Libertas Charter 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.

The child's classroom teacher 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 will provide copies of all progress reports and report cards to the student's school district of residence. The school district is welcome at all times to monitor the implementation of the special education program. As required by the federal IDEA, each student's regular education teacher will be involved in the development and implementation of the student's IEP, provided that the student is, or may be, participating in the regular educational program. Our school leadership team will ensure that the teacher is knowledgeable about the student's needs and will help implement any modifications or accommodations as determined by the CSE of the student's district of residence.

Every teacher of a student with a disability will be provided a copy of the student's IEP, together with appropriate training, as necessary to ensure their understanding of the student's needs. Special Education staff shall be provided training and orientation prior to the beginning of the school operations.

4. Compliance with Child Find requirements of IDEA.

The Libertas Charter School will comply with the federal Child Find requirements (34 CFR Section 300.125), which requires public schools to have in place a process for identifying, locating, and evaluating students with disabilities. Students enrolling for the first time in our school will be screened by a team of teachers (including both regular and the special education coordinator) to identify any possible indication that the child may need a specialized or intensive education program, or referral to the CSE of the student's district of residence. Other students will be brought to the attention of the team if they are demonstrating any problems within the regular classroom environment. Strategies will then be implemented to address any identified special needs of the student. Should the problems persist and a disability is suspected, the student will be referred to the CSE of the student's district of residence for an evaluation.

5. IDEA reporting requirements.

The special education coordinator, working with 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 charter school will submit any information required by law to the Local Education Agency.

The charter school will submit an annual report to the State Education Department detailing the number of students with disabilities it serves, the nature of each student's disability, and each student's educational placement and setting. Regarding reports that are the Attachment 18(a)

responsibility of the district of residence, the charter school will make any necessary data available to the district in a timely fashion. The charter school will also comply with 8 NYCRR Section 119.3, which details requirements for the "Charter School Report Card" and includes information relating to students with disabilities.

The following is a list of special education data reports that shall be submitted and the estimated date of submittal.

Form	Type of Data	Submission (on/before)	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	

6. Ensuring privacy of student records in accordance with the Family Education Rights and Privacy Act (FERPA) and IDEA.

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 Director. 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. Personnel will be trained by our management partner.

7. Parent Notification of student progress in meeting IEP goals.

Parents will be informed concerning their child's progress towards their IEP goals at least as often as their non-handicapped peers will. Parents will also be provided with progress reports between each report card. All reports of progress will identify in concrete terms each individual student's progress toward their individual goals. In addition, an annual meeting will be held with

Attachment 18(a) 4

the school district and school special education staff to review CSE goals and programming for the purpose of determining goals and programming for the next IEP year.

Attachment 18(a) 5

Attachment 18(b)

SPECIAL EDUCATION ASSURANCES

The board of the *Libertas Charter School* assures that it will adhere to all the following provisions of special education and other services to children enrolled in the school.

- We will adhere to all provisions of federal law relating to students with disabilities, including the Individual with Disabilities Act ("IDEA"), section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990, that are applicable to it.
- We will, consistent with applicable law, work with LEA schools districts to ensure that all students with disabilities that qualify under the IDEA:
 - Have available a free appropriate public education (FAPE);
 - Are appropriately evaluated;
 - Are provided with an IEP;
 - Receive an appropriate education in the least restrictive environment;
 - Are involved in the development of and decisions regarding the IEP, along with their parents; and,
 - Have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school's or school district's provision of FAPE;
- We will employ, at a minimum, a properly certified individual as the school's special education coordinator, whose responsibilities will include coordinating with CSEs, providing information to CSEs to determine if entering students have IEPs, and working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting. The school may permit the special education coordinator to take on additional administrative 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 1974 and Title II of the Americans with Disabilities Act of 1990;
- We will make available, as required by law, a student's regular and special education teachers (and other required school personnel) for meetings convened by such student's CSE;

Attachment 18(b)

- We will ensure that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of regular education children;
- We will abide by the applicable provisions of IDEA and the Family Educational Rights Privacy Act of 1974 in order to ensure that data regarding students with disabilities is retained and kept confidential, including having procedures for maintaining files in a secure and locked location with limited access;
- The school's special education coordinator will retain such data and prepare such reports as are needed by each disabled child's school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations;
- The school will comply with its obligations under the Child Find requirements of IDEA, including 34 CFR § 300.125, and will provide appropriate notification to parents in connection therewith, including notifying them prior to providing a child's name to a CSE for potential evaluation;
- The charter school will not convene its own CSE, make 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; and,
- Appropriate charter school personnel will attend such training and technical assistance seminars regarding the education and servicing of special education students as is required by the State University of New York, including those sponsored by the State Education Department.

Attachment 18(b)

LIMITED ENGLISH PROFICIENT (LEP)

English Language Immersion Program

An English Language immersion program, or teaching all subjects in English, will be used to help English Language Learners (ELL) students gain familiarity with English. ELL students, of course, will receive instruction in the same academic content as native speaking English speaking students.

Our research indicates the immersion approach is a suitable program for our proposed school. Studies of the statewide academic test scores of California's 1.4 million limited-English (a state with a significant immigrant population) immigrant students showed huge gains in the two years since the passage of Prop. 227, the June 1998 ballot initiative that largely replaced bilingual education with English immersion programs.

From 1998 to 2000, California English learners in the elementary grades most affected by the changed curriculum (2 through 6) raised their mean percentile scores by 35% in reading, 43% in mathematics, 32% in language, and 44% in spelling, with an average increase of 39% across all subjects.

In addition to and as a supplement to immersion, is our English as a Second Language ("ESL") instruction. It will be offered to those students in need of supplementary instruction along with regularly scheduled language and reading instruction. In this approach, English spoken lessons are supplemented with formal English language instruction through a student's native language as needed. This instructional program may include additional tutoring with an aide who speaks the individual child's language.

Because we do not know the actual population of ELL students, it is difficult to determine the necessary staffing. However, we will employ the needed staff, classroom space, curricular materials, and supplementary resources to enable all ELL students to satisfy the LAB benchmark (explained below), become proficient in English, and have every opportunity for academic success.

Identification and Placement

All students, regardless of language proficiency, will be instructed in a manner in which they may best achieve academic success in the school. A qualified individual shall screen students for limited English proficiency. Identification of Limited English Proficient students will be based on: (1) those who score below level two on either the fourth grade reading or mathematics test for New York State elementary schools and students who obtain a comparable percentile score on the Regents Preliminary Competency Test; or (2) in the case of a foreign born student or a student whose foreign birth ancestry is a place where a language other than English is spoken as determined by the results of a home language questionnaire and an informal interview in English. Students will be appropriately placed in our LEP/ELL program and shall not be assigned to classes for the disabled due solely to developing English skills.

Progress and Exit Criteria

Student progress will be assessed using the LAB, to be administered at least once annually, in addition to the regular curriculum assessments detailed in the relevant sections of this application. Students will demonstrate their mastery and ability to exit the program by achieving the 40th percentile on the LAB and demonstrating the ability to participate in the charter school's core educational program. Family involvement, high expectations, and active learning techniques will continue to encourage individual students to greater academic success.

Extra-curricular Activities

We are committed to ensuring that ELL students will not be excluded from curricular and extra-curricular activities due to an inability to fluently speak and understand the language of instruction.

Evaluation of the Program

Program assessment and modifications will be made as necessary as a result of lack of academic progress over a one year period for any ELL student as measured by the LAB, the chosen method of measurement of progress of ELL students.

Parent Notices

Parents and legal guardians of ELL students will be consistently updated on their children's progress and such notifications will be written in each family's dominant language.

Additional Program Provisions and Changes

Within 60 days of the approval of the proposed charter by the Board of Regents, the applicants 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 extracurricular 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;

Attachment 19 2

- 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 hires LEP personnel), so long as such modifications are consistent with Title VI of the Civil Rights Act and other applicable law.

AT-RISK STUDENTS

Initially, The Pre-Referral Intervention Manual, by Stephen B. McCarney, Ed.D. (Hawthorne Educational Services Inc.) will be used as a diagnostic tool to address concerns and opportunities of school students. This manual addresses the most common learning and behavioral problems encountered in the education environment. Concerns and behaviors which cannot be addressed by common interventions will be referred to the Child Study Team.

At risk students are identified by their behavior in class, results of weekly tests, and their progress on the mastery checklist. The mastery checklist is a list the teacher keeps for each student that is aligned with the school's curriculum. This checklist is summarized and used as the student's report card. Additionally, students who score below the 50th percentile on the MAT8 and/or are scoring below average on the Regent's Exam will be considered for at-risk services. Placement for at-risk services will be determined by those students with the greatest need and available funding.

Students will be assessed through the same criteria as used to identify at-risk students. Goals will be set individually for each student indicating the expected improvement within a stated time period. In addition, the *Libertas Charter School* will, in consultation with the Charter Schools Institute establish <u>Accountability Plan</u> goals that specifically measure overall progress of the school's at-risk students.

The Child Study Team

The Child Study Team is a committee of school personnel set up by the principal to ensure ongoing and effective support for classroom teachers and students. A special education teacher is on each school's team. 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. It creates an awareness/understanding of the issues affecting the student. The team may refer a student for a formal assessment for special education to the CSE of the student's district of residence. Parental permission is required to formally assess a student.

Tutoring

One of the first interventions for students who are struggling in the educational program is an after-school tutoring program. The program utilizes parent volunteers, paid aides, and professional staff on an as needed basis. A summer school program will also be available for students who need extra time to master grade level content standards. It shall be determined that a student requires tutoring or summer school at the recommendation of the student's teacher based on the student's progress towards mastering the outcomes assigned to the student's grade

level. Each student's progress is tracked with a mastery checklist that assesses the New York Learning Standards. The teacher will assess each student to determine if they can "catch up" with their peers or require additional help.

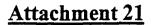
Use of Additional Aides

In areas with high rates of at-risk students we will increase the number of aides working with teachers using funds designated for at-risk services. Staff will be hired based on the number of at risk students that have been identified and the funding available to hire staff. All means of grants and funding shall be researched to the fullest.

Programs

Additional programs that may be implemented in intervention of students who are at risk of academic failure are: *The Bridges Program*, which works to improve attention span, memory, comparison/contrast thinking, eye-hand coordination, systems reasoning and other skills essential to the learning process, helping students perform better in school and in life; *Phono-Graphix*, an intensive phonics-based program, is usually done one on one and over twelve hours of intensive training average gains of 1.5 years in Reading Recognition and 2 year gains in Word Attack skills are reached; *Brain Gym*, a program that provides a simple and elegant movement-oriented environment that honors unique learning styles and developmental readiness, where students feel safe to learn and explore; and *Making Waves*, a program that succeeds by inviting pride, encouragement, healthy competition, intrinsic motivation, and recognition into the pursuit of academic achievement and leadership, the program seeks to have area businesses and corporations take on some of the responsibilities to recognize student. An evaluation of the at-risk students will determine which program(s) will better serve the at-risk population.

Attachment 20 2



OTHER TARGETED POPULATIONS

Consistent with the board's vision that the *Libertas Charter School* should provide educational opportunity to all students, we will not be targeting other populations. The charter school, will, however, be open to all students eligible under the laws of New York State for admission to a public school.

Attachment 22(a)

PARENTAL INVOLVEMENT

Parental and staff involvement is one of the most important indicators of educational success. All parents will be encouraged to participate in at least one aspect of the school such as serving on a committee or working as a classroom volunteer. While this is not a requirement, it is hoped that one or both parents will commit to two hours of involvement per month. While this time commitment may be a challenge to some families, this will involve them in their child's educational process while promoting excellence for all concerned.

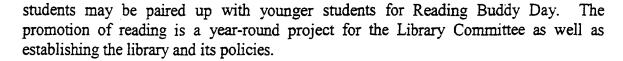
Parents will be encouraged to sign a *Parent Contract* (a voluntary undertaking) at the beginning of the year whereupon they agree to support the school, its mission and policies outlined in the *Parent and Student Handbook*. As part of the *Parent Contract* parents agree to be actively involved in their child's education by attending as many activities as possible including committees; conferences, open houses, fairs, etc.

The *Libertas Charter School* will be involved in a school improvement process. The process uses a classical strategic planning model for its basis. The process will include parents, teachers, administration, and the Board of Trustees.

The school governance structure will consist of a minimum of six parent/teacher committees. Committees will have the freedom to shape the activities and projects of the school. The teacher usually serves as the educational expert and guides the committee. A parent will chair each committee and, in turn, serve on the School Leadership Team (SLT). The Committee Chairperson will be responsible for leading the Committee, and presenting plans and activities to the SLT. The **School Leadership Team** (SLT) is comprised of the chairs from each of the parent/teacher committees. The parent/teacher committees may choose to meet once a month on a Tuesday with the SLT meeting the following Wednesday. The SLT will compare notes, discuss action plans and resources needed. The Principal serves as the meeting facilitator, guides the discussion and aides in the development of action plans. The Principal of the school will bear the responsibility to ensure that recommendations and/or proposals conform to the mission and vision of the school, the budget, local, state, and federal law. The committee chairs represent the following committees: Technology, Leadership Development, Building and Grounds, Library, Boosters, and Curriculum.

- A. The Leadership Development Committee may develop special community projects, for example, have the school participate in a Walk-a-thon to raise funds for a special community cause. This committee works to establish service projects involving students, staff, parents and the community. This may range from presentations, speakers, building up the school's resource center and collecting toys, food and donations for community organizations. The goal is to not only impact the school but also reach out to the community.
- B. The Library Committee will develop school-wide reading programs, bring in community members to read during reading month, and hold book fairs. Reading month gives the committee an opportunity to bring in a theater group to act out stories. Older

Attachment 22(a)



- C. The Grounds and Facility Committee may work to establish the playground, possibly expanding the play area to include a soccer field or a softball field. Other opportunities concern safety, such as, implementing policies regarding crosswalks, signs, and safety patrol. This committee also can influence the overall atmosphere of the school. They may choose to paint a wall mural, involving the student artists from each class to contribute. This committee often benefits from many "handy" parents, rather than contracting for services, creating a unified school community.
- D. The **Technology Committee** builds on an already comprehensive technology plan. Working with technology staff, the committee will decide what additional equipment will most impact student learning. This may mean installing televisions in each classroom for video presentations. The committee also has an opportunity to impact software decisions and the placement of additional computers. The Technology Committee implements policies and insures that the technology in the school is up-to-date and is the most effective use of technology funds.
- E. The Curriculum Committee is guided by the educators of the school to improve the curriculum and its implementation each year. They may have opportunities to work with the Leadership Development Committee in cooperatively integrating the Leadership Development Program with the school's curriculum. While the curriculum is structured by National Heritage Academies to meet and/or exceed state standards, the staff and parents have the freedom to use innovative ideas to bring the curriculum to the classroom.
- F. The **Boosters** primary function is to raise funds for the school's "extras" while providing opportunity for school involvement. Funds go towards items that the parents have chosen, such as, jerseys for intramural sports, class trips, assemblies, and special events for teacher appreciation.

Attachment 22(a) 2

Attachment 22(b)

STAFF INVOLVEMENT

Parent/Teacher Committees

Like parents, teachers shall serve on the parent/teachers committees for Technology, Leadership Development, Building and Grounds, Library, Boosters, and Curriculum. The committees organize and develop the interests of the parents and students of the school, while the teachers serve as the technical experts to help guide ideas to fruition.

Grade Level Meetings

Staff is also involved in the grade level planning with teachers of the same grade. This may involve lesson planning, sharing resources, brainstorming creative ideas and sharing activities.

Lead Teachers

Lead teachers are often senior teachers who serve as mentors and leaders for other teachers in the school. In our school, the teacher is also a student. Teachers learn from each other, develop best practices and publish for others use.

Other Activities

Teachers are often called into other activities outside the regular classroom. Informal and formal meetings regularly take place with parents and/or students to constantly improve student performance. Teachers participate in staff meetings, field trips, research projects and resource exploration.

Attachment 22(b)



COMMUNITY SUPPORT

Our city, from community residents to business and political leaders, has been at the forefront in calling for increased public school opportunities for children by creating high-quality charter schools. As Buffalo-area State Assemblyman Sam Hoyt pointed out in his January 21, 2002 article in the Buffalo News (Education Reform Should Be Top Priority, attached): "Public Charter Schools are one way to accomplish education reform and student achievement for Buffalo students, and they deserve serious consideration by all concerned." As early as 1998, the Buffalo City Council unanimously passed a resolution (attached), calling for the creation of charter schools in Buffalo.

We agree with these leaders and applaud the many people in our community who have not only embraced the charter school concept, but had the vision, talent, and effort needed to create five new charter schools with plans for many more. These schools are making great strides and have tremendous support from the community. It is this support, which encouraged us to develop our proposal. The combined waiting list of students hoping to enroll in these schools is 1,026 students. These students are being denied an opportunity for a new public school alternative because the demand in our city for charter schools greatly outweighs the current supply. We hope our proposal can help bring the supply of charter schools in Buffalo closer to meeting the overwhelming – and still growing – demand for new charter schools.

Our proposal is not about criticizing the Buffalo public schools. Many of us are actively involved with programs aimed at supporting children and families currently enrolled in the school district schools. The demand and need for this school, however, is clear. According to information provided by the New York State Education Department, the Buffalo City School District has 6 schools designated as Schools Under Registration Review (SURR) by the New York State Board of Regents, the most of any city in upstate New York. Furthermore, the latest data from the New York State Education Department indicates that 67% of our 4th grade students are performing below the state reading learning standards and 77% of our 8th grade students are performing below these standards. Only 2% of our students scored at least and 85% on the English Regents Exam and only 3% of our students reached this level on the Mathematics Regents exam. As the Buffalo News bluntly editorialized in an article (All Obstruction, All The Time; January 7, 2002, attached) supporting a charter school proposal, and pointing out that less than 5 percent of 8th graders at one of our public schools can meet state standards, "Why on earth would any reasonable person oppose at least looking at a different way of educating kids."

We also are in the process of collecting signatures from parents/guardians residing in Buffalo that support the creation of the Libertas Charter School. In order to truly show "community support sufficient for the school to meet its projected enrollment," only parents/guardians fitting the following categories are being asked to sign the petition:

- Reside in Buffalo;
- Are the parents/guardians of the children whose grade level the school will serve

(grades K-5 for the school year beginning September 2003); and,
Will Strongly Consider enrolling their children at the Libertas Charter School, should it ultimately be approved.

The petitions also will record the mailing address and number of eligible children for each person signing the petition. The collected petitions are attached.

P.02

Young Audiences

of Western New York, Inc.

April 23, 2002

Ms. Diane L. Rowe Chief Professional Officer Boys & Girls Clubs of Buffalo

Buffalo, NY

Dear Ms. Rowe:

I am writing this letter to offer my full support for your efforts to create the Libertas Charter School. I was excited to hear of this proposal and your involvement as lead applicant and co-founder.

I am a supporter of our state's charter schools law and the opportunities it already has created for thousands of students in the Buffalo area. Creating a new public charter school to serve even more students in our community will be a great asset to the City of Buffalo.

Please keep me posted on the status of your application, and I hope it will be formally approved by the New York State University Board of Trustees.

Best wishes,

Helga MacKinnon Executive Director



The Council CITY OF BUFFALO

BUFFALO BOYS&GIRLS CLUB

CHAIRMAN LEGISLATION COMMITTEE

CLAIMS
EDUCATION

SPECIAL COMMITTEES
BUDGET
POLICE REORG/OVERSIGHT

LEGISLATIVE ASSISTANTS
ROBERTA RZESZUTEK
CYNTHIA YAEGER

RICHARD A. FONTANA LOVEJOY DISTRICT COUNCIL MEMBER 65 NIAGARA SQUARE, ROOM 1414 BUFFALO, NY 14202-3314

PHONE: 851-5151 E-Mail: rfontana@ch.ci.buffalo.ny.us

April 22, 2002

Ms. Diane L. Rowe Chief Professional Officer Boys and Girls Clubs of Buffalo

Buffalo, NY

Dear Ms. Rowe,

I am writing to offer my full support for your efforts to create the Libertas Charter School. I was happy to hear of your involvement as lead applicant and Co-founder.

I am a supporter of our state's charter schools law and the opportunities it already has created for thousands of students in the Buffalo area. Creating a new public charter school to serve even more students in our community will be a great asset to the City of Buffalo.

Please keep me posted on the status of your application and I hope it is formally approved by the New York State University Board of Trustees.

Sincerely,

Councilmember Richard A. Fontana Lovejoy District

ERIE COUNTY LEGISLATURE

DAVID DALE LEGISLATOR - 5th DISTRICT



BUFFALO BOYS&GIRLS CLUB

2974 Genesee Street Cheektowaga, New York 14225 (716) 895-9332 FAX: 895-0910

Ms. Diane L. Rowe Chief Professional Officer Boys & Girls Clubs of Buffalo

Buffalo, NY

Dear Ms. Rowe:

I am writing this letter to offer my full support for your efforts to create the Libertas Charter School. I was excited to hear of your involvement as lead applicant and cofounder.

I am a supporter of our Boys and Girls Club of Buffalo and the opportunities it provides for thousands of students in the Buffalo-area. Creating a new public charter school with the Boys and Girls Club shall serve even more students in our community and will be a great asset to the City of Buffalo.

Please keep me posted on the status of your application and I hope it is formally approved by the New York State University Board of Trustees.

Erie County Legislator David Dale - 5th District



Ms. Diane L. Rowe
Chief Professional Officer
Boys & Girls Clubs of Buffalo

Buffalo, NY

Dear Ms. Rowe:

I am writing this letter to offer my full support for your efforts to create the Libertas Charter School. I was excited to hear of this proposal and your involvement as lead applicant and cofounder. You can count on GEAR UP to assist you at any time and in whatever manner.

I am a supporter of our state's charter schools law and the opportunities it already has created for thousands of students in the Buffalo-area. Creating a new public charter school to serve even more students in our community will be a great asset to the city of Buffalo.

Please keep me posted on the status of your application and I hope it is formally approved by the New York University Board of Trustees.

Best wishes,

Woothy M. Bellanto
Dorothy M. Bellanto

Executive Director, GEAR UP

; ::

716 825 8243 F. 82/12 Butles Nutches



BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

	Name	Address	# of Children might atter	who id
			2	
			8	
			0	
			2_	
			4	
	37.		6	
Ü	e de la companya del companya de la companya del companya de la co		6.	
			5	
			1	
<u>. </u>			37	REDACTED

Name	Address	# of Children who might attend	
		1	
		,	
		Ц	
			-
	<i>P</i>		
		= , /	
	provide the second seco	7	1.
	<i>-</i>		
		<u> </u>	
		3	
		2	
		2	
		3	
	· · · · · · · · · · · · · · · · · · ·		
		2	
		2_	
		1	
		3	
	The same and the same of the s	2	
		33 RED	ACTED

716 825 8243 UF. 84 168

of Children who Name Address might attend REDACTED Name Address # of Children who might attend REDACTED

BM

716 525 8243 P. 86/12



BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

Name	e	Address	# of Children who might attend
			0
			0
			b
			0
			0
¥ U	—	<u> </u>	
			6
	1		
	<u> </u>		
		· · · · · · · · · · · · · · · · · · ·	



BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

N	lame	Address	# of Children who might attend	
			3	
			Q	
			4	
			3	
	سست سنيه يسم		1 Grandchi)d	
			2 Grand Children	
			0	•
		<u>:</u>	d	
	i agos	ta Zimania Tamania di	0	
	any chiange processes and		FE RE	DACTED
			- i9	

F. 28/12/172

who nd	# of Children might atter	Address	Name
	3		
	\wedge		
			·
	•		
	<u> </u>	<u> </u>	,

	-		
	:		
REDA			

Bobcoch



BUFFALO BOYS&GIRLS CLUB

BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

Name	Address	# of Children who might attend
		0
		0
		0
The state of the s		0 .
		8
		8
		$ \emptyset $
		10
		2
		3?

Baira 174



BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

Name	Address	# of Children who might attend	
		3	
		3	·
		2	
		2	
		2	
	1.7	3 .	
		· ·3.	
		5.	
		7	·
		<u>& 4</u>	
		3	
)	
			EDACTED
		3/	





BOYS & GIRLS CLUBS OF BUFFALO, INC.

I strongly support the development of a Charter School by National Heritage Academies and the Boys & Girls Clubs of Buffalo. The school will provide students with a strong academic environment and unique wraparound services to ensure their success in school.

	Name	Address	# of Children might atten	who d
			2	
			1	
there				
			7	
			2	
Process				
			2	
			1.	
		The second secon	1	
			- ii	
		·	-1(0	REDACTED

of Children who Address Name might attend REDACTED

TOTAL P.12

Attachment 24

PROGRAMMATIC AND FISCAL IMPACT

As the *Libertas Charter School* will not begin classes until the 2003-2004 school year, the school will have no impact on any public or private school during the 2002-2003 school year. Submitting this application at this time also will provide all schools in the area one whole calendar and school year – should our proposal be approved – to prepare for the opening of the charter school.

Beginning in school year 2003-04 and each subsequent year, based on current data provided by the New York State Department of Education, the Buffalo City School District will be required to transfer to the *Libertas Charter School* approximately \$8,268 for each student who chooses to attend our charter school.

Pursuant to the reimbursement formula set forth in the Charter Schools Act, and the fact that, according to the New York State Department of Education, the Buffalo City School District spends approximately \$10,355 per pupil, the school district will retain \$2,087 for each student who will be attending the charter school. Accordingly, during the first year of operation it is projected that the school district would be required to transfer \$1,984,320 to the charter school, while retaining \$500,880 for students it no longer has the responsibility for educating. Projecting these figures for the first five year's of operation in today's dollars shows the following impact to the school district:

	Year 1	Year 2	Year 3	Year 4	Year 5
Enrollment	240	400	480	555	630
CS Funding	1,984,320	3,307,200	3,968,640	4,588,740	5,208,840
District Savings	\$500,880	\$834,800	1,001,760	1,158,285	1,314,810
Approx. Percentage of District Instructional Budget*	.75%	1.3%	1.51%	1.74%	1.98%

The figure used for this category was \$262,997,245 and the source for this figure is the New York State Department of Education's Certificate of State Aid. There is no impact on the capital budget for the school district as, unlike traditional public school districts, charter schools are not eligible for state reimbursement aid (roughly 90% of project costs) for building aid.

As we are unable to know the characteristic and social-economic demographics of the charter school, should it be approved, at this time due to the fact that charter schools are open to all children eligible for public school enrollment in New York State, we have not included projected money from federal programs such as Title 1 and additional aid that will follow students needing special education services (per the New York State Charter Schools Act) in our impact projections.

We do not anticipate having any significant impact on any public school district other than the Buffalo City School District. The Charter Schools Act requires that admission Attachment 24

preference be given to students from the local school district in which the charter school is located. We do not anticipate enrolling any students from outside the city school district boundaries (although we fully recognize that there may be a few instances where this does occur, and we will work with the district and notify our chartering entity of unanticipated impact upon other area school districts).

Concerning area private schools, we do not anticipate significant enrollment from students formerly attending these schools. We are not likely to draw students from families able to pay private school tuit on. Additionally, as the *Libertas Charter School* would be a public school, we will be unlikely to attract families from existing parochial schools, as we will not be providing religious instruction as part of our educational program.

The programmatic impact on existing schools will be minimal, if any at all. Enrollment for the charter school at its largest is projected at 680 students, while the Buffalo City School District serves approximately 45,000 children. Accordingly, enrollment at the charter school will only be approximately 1.5% of the total enrollment for the district and it is highly unlikely that the enrollment at this charter school alone will initiate programmatic changes on behalf of the Buffalo City Board of Education.

Attachment 24

Attachment 25

BOARD MEMBER QUALIFICATIONS

It is expected that board members will be chosen with special consideration to experience and potential contribution to the Board.

Qualifications for board membership shall include but not be limited to: (a) an interest in children and their education; (b) enthusiasm for the school and conviction in its purpose; (c) willingness to give time and energy to the school; (d) special skills (such as financial, education, business and personnel background) to address specific management and needs of the school; (e) ability to represent the community and interpret community needs and views; (f) willingness to accept and support decisions democratically made; and (g) ability to represent the school to the community.

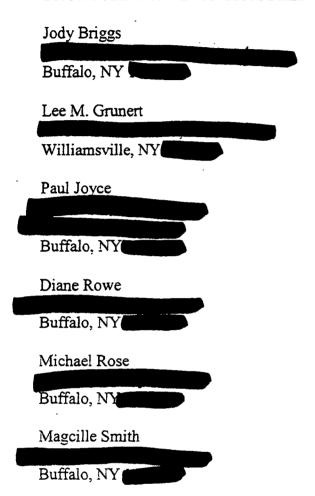
The school shall request that a potential board member answer a series of questions regarding any potential for conflicts of interest. Any financial ties may be deemed a conflict or shall require a board member to abstain from a vote. In addition, the school shall request that a potential board member answer a series of questions regarding past and present criminal violations and/or litigation.

Attachment 25



Attachment 26

PROPOSED BOARD OF TRUSTEES



Note: A seventh board member will be added should our proposal be approved. This board position is reserved for a parent of a child attending the charter school. We are proposing an initial board consisting of 7 individuals.

BUFFALO BOYS&GIRLS CLUB

CHARTER SCHOOL INFORMATION FOR JODY L. BRIGGS

Background

- 1. See attached resume for education & employment history
- 2. Birth date:



- 3. As an employee of the Boys & Girls Clubs of Buffalo, Inc. for the last four (4) years and through my Chief Professional Officer
- 4. I am vested in working with children to ensure they have the necessary tools to become positive, productive citizens. Children deserve the right to receive quality education and I honestly do not feel that our school system is providing children with the necessary tools to be successful.
- 5. I have not had any direct experience sitting on a Board; however, I have been trained in Board Room Development, Resource Development and participated in United Way's Board Room Governance Program. I am currently involved with the Boys & Girls Clubs of Buffalo Board of Directors and I welcome the opportunity to serve on the Charter School Board in an effort to provide students with a quality education so they may enter adulthood as positive, productive citizens.
- 6. As with any Board of Directors, I understand that there is a fiduciary responsibility and I am sure there will be time commitment on my part.
- 7. As an active Professional in the Boys & Girls Club Movement for the last five (5) years and in working with children from different backgrounds, I feel that I am knowledgeable in the needs of children of all ages. They need quality and compassionate teachers. They need caring adults who will listen to them and who send consistent, positive messages to them.
- 8. I feel that Charter Schools will provide parents with an opportunity to choose where their child should go to school and it will enable us to enhance learning opportunities. In four (4) years I see the Charter School being so successful that we will be approached to open additional schools.
- 9. If a situation were to occur in which I felt my co-Board Members had their own agenda I would have to confront those individuals and also make the Board Chair aware of what is taking place.

Conflict of Interest

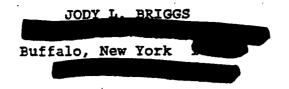
- 10. None known
- 11. None known

P.03

- 12. None known
- 13. None known
- 14. None known
- 15. No
- 16. No

Educational Philosophy

- 17. To partner with parents to ensure quality education for children K-8 with a back-to-basics approach to academics with a universal commitment to all children.
- 18. No, I am not familiar with the educational program being proposed.
- 19. I feel that a successful school must encompass high quality academic standards by providing a safe and caring environment in which children to achieve their full potential.



EDUCATION ASSOCIATE DEGREE - BUSINESS MANAGEMENT Bryant & Stratton Business Institute 1988-1989

1028 Main Street, Buffalo, New York 14202

EXPERIENCE

BOYS & GIRLS CLUBS OF BUFFALO, INC. 4/97 - Present

282 Babcock Street, Buffalo, New York 14210

Position: ASSISTANT EXECUTIVE DIRECTOR

Responsible for overseeing all programs and work with

Clubhouse staff to ensure

programs are operating up to agency standards. I supervise

11 staff, conduct new staff

orientations and I am a National Training Associate for Boys

& Girls Clubs of America in

the area of SMART Moves and grant writing. I have also been

involved in grant writing,

planning special events and strategic planning.

11/95 - 4/97

YWCA OF WESTERN NEW YORK

190 Franklin Street, Buffalo, New York 14202

Position: ADMINISTRATIVE ASSISTANT

Personal secretary to the Associate Executive Director. Recording of minutes, scheduling meetings. Put together grant applications, meet deadlines. Administrative support for all departments, knowledge of mission, report writing, fitness tours, membership questions, inventory and ordering of all supplies, in-house billing. Administrative office coordination of programs, special events coordinator.

1/94-12/94

RENT-WAY, INC. f/k/a RENT-TO-OWN

1121 Broadway, Buffalo, New York 14212

Position: ADMINISTRATIVE ASSISTANT

Duties included typing correspondence, forms, documents, etc; receive and direct incoming calls. Receive, open, date and distribute mail and faxes. Take minutes at various meetings. Greet all visitors. Purchase, order, maintain and distribute supplies and small equipment to the office and stores. Process and document vehicle accident reports and maintain vehicle files, run license checks. Review and post tenant rental payments. Personal secretary to corporate attorney typing of judgments, replevins, demand letters, filing at City Hall, etc.

EASONAL

HARRY D. BRIGGS SERVICES

EXPERIENCE 309 Lake Shore Drive, E.; Dunkirk, New York 14048

> Work on a seasonal basis for family owned tax service Responsibilities include typing, business.

BUFFALO BOYS&GIRLS CLUB

716 825 8243

187

computerizing information, bookkeeping and general office assignments.

HONORS/
for Teachers,
ACTIVITIES

Consistent Dean's List Student - GPA 3.7; Member of Typing

Secretary of Future Business Leaders of America



...Opening Windows Of Opportunity

Prospective Charter School Board Member Information on Lee M. Grunert

Background

- See attached resume for education & employment history 1.
- 2. Birth date
- 3. As a consultant, have been providing strategic planning services for the Boys & Girls Club for past couple of years
- 4. Have a high interest in academia, and quality education particularly for less-advantaged children. Have a high awareness of the benefit of the Charter School concept through marketing research conducted for several applications in the Western New York area. I feel the current economic situation with the Buffalo Public School System will most adversely affect the children who need every possible advantage.
- While I have not served on a school board or not-for-profit, I have served on several boards: 5. namely, the Buffalo Philharmonic Orchestra Society Board, American Marketing Association, Buffalo/Niagara Sales & Marketing Executives and am well aware of the fiduciary responsibilities. Have also worked with several boards and not-for-profit organizations as a consultant.
 - Have conducted market research and strategic planning for St. Gregory the Great School and Catholic Central School
- б. It is my understanding that a public charter school board member has fiduciary responsibility to oversee the performance of the charter school organization and that it continues to function according to the mission statement
- 7. As my resume will indicate, I have had a variety of academic experiences: substitute teaching grades 1 through 8 and started a music program at St. Amelia School for 3rd and 4th graders, taught Adult Education and substitute taught for the Kenmore School System; and am currently an adjunct professor for the University at Buffalo and Canisius College
 - an academician, and a marketing professional, I bring a diversity of experience from the academic, marketing, community, and strategic organizational development perspectives
- 8. Based on previous research related to Charter Schools, I feel that parents will be more than excited to have another more positive alternative to the current public school choices, particularly with the recent layoffs in Buffalo Schools which will compromise the quality of current choices
 - As time goes by, I feel the chasm between a Charter School and the Buffalo Public Schools can only widen, thus enabling the school to thrive and be able to grow in numbers and grades offered
- 9. If such a situation were to occur, I would feel it my responsibility that the Board Chair be made aware of the conflict of interest among members

94 Candlewood Lane Suite 143

Williamsville, New York 14221

Telephone/Fax: (716) 689-1949



Conflict of Interest

10/16 I am not aware of any of the other prospective board members being considered, other than from a name awareness, nor is my spouse. Neither of us knows or is involved in any way with any prospective school employees, nor any business/vendor relationships, nor any educational service providers/ management firms, As such, I see no potential ethical or legal conflicts of interest should I serve on the school's board

Educational Philosophy

- 17. It is my understanding that the vision for the Charter school is to partner with parents as a foundation for quality education for children K-8 with a rigorous, back-to-basics approach to academics, couched with strong moral development and a universal commitment to all children.
 - In this way, the school with strive to increase the economic well-being and quality of life for all
- 18. I am familiar with the Edison Charter School format which I understand has very similar tenets to its program and that we as board members would have a say in the hiring of key personnel and review the school's performance on a regular basis
- 19. A successful school has as its ultimate commitment to provide the highest quality academic standards offered in a caring environment, where children feel both physical, socially, and psychologically safe. And where children offered the challenge to excel and move at their own pace to be prepared for life's challenges!

I would consider it an honor and privilege to serve on the Charter School Board!

Lee ML Grunert

Education

Masters Of Business Administration

Concentrations - Marketing & International Trade

BS Business Administration

Concentrations - Marketing & Human Resources

State University Of New York At Buffalo

State University Of New York At Buffalo

Work Experience

1993 to Present

1986 to 1999 Unive

University At Buffalo

Founder and President

Full service marketing research & consulting

Adjunct Marketing Faculty

Selling & Sales Management
Guest lecturer - Marketing Research

GMAT Review Seminar

1997 to Present

1986 to 1993

Canisius College

Marketing Decisions Group, Inc.

Adjunct Marketing Faculty - MBA Program

Vice President

Project Director, Director Of Marketing
Responsibilities: New business development,
Client relations, Research design/analysis,
focus group design, moderating, analysis

Project management/Telemarketing design & setup

Day-to-day operations: hiring, training, supervising, performance evaluations
Audience Development, Fundraising

1968 to 1980 1960 to 1967 Buffalo Philharmonic Orchestra

National Gypsum & U.S. Steel

Andience Development, Fundraising District Internal Sales/Customer Service

Professional Affiliations

Qualitative Research Consultants Association

American Marketing Association

Greater Buffalo Partnership (Chamber of Commerce) - member company & seminar presenter
Buffalo/Niagara Sales & Marketing Executives - Vice President Communications & Education (91-93)
1992 recipient of Creative Sales & Marketing Award

SUNYAB School of Management Alumni Board - Vice President (1993)

Related Marketing Experience/Training

Professionally trained as a focus group moderator, conducted over 500 focus groups throughout U.S. and Canada. Certified as well as in teambuilding using Project Adventure based initiatives, management techniques, strategic planning facilitation; and customer service

Certified in Customer Service training through Integrity Systems of Phoenix

Pre/post corporate training evaluations - involving one-on-ones, internal focus groups, surveys, and assessments

In addition to corporate executives, physicians, architects, engineers, and consumers, have conducted focus groups and interviewing with special interest/needs audiences: Hispanic speaking only through interpreter, deaf through sign interpreter, physically and language impaired. Have also conducted focus groups internationally including Japan.

Extensive experience in qualitative and quantitative marketing research in:

Focus groups, one-on-one interviews, mystery shopping, monitoring/evaluating customer personnel on customer service techniques, competitive shopping, designing, training, and setup for telemarketing programs for cross-selling, pre & post management training evaluations, telephone/mail/intercept studies, advertising concept testing, and forms/process testing and evaluation

Public speaking at conferences and seminars on such topics as: Marketing Research, Telemarketing, Strategic Marketing Planning, Sales Management, Women In Business, Selling Technology Internally, Meeting Effectiveness

Request For Information From Perspective Charter School Board Members

Paul Gregory Joyce

- 1. Attached.
- 2. Yes.
- I was contacted by Nick Paradiso, and was provided information regarding the proposed charter school by Christopher Jacobs.
- 4. I am resident of the west side of Buffalo and believe that this type of institution will better serve the community and its children.
- 5. No. I wish to serve on the charter school board in order to contribute to the community in which I reside.
- 6. My understanding of the appropriate role of the public charter school board member is to supervise and advise the managerial staff of the charter school on the issues of policy and community involvement.
- 7. I would bring experience in legal matters and knowledge of Buffalo's west side, as well as experience in attending a more rigid form of scholastic environment.
- 8. I foresee the school opening in one year and by four year's time, becoming a self-sustaining enterprise that is on its way to significantly attaining its attendance and testing goals.
- 9. I would first confirm all the facts in support of my beliefs that a meriber of the board is self-dealing and would confront a board member with the facts. I would give the board member an opportunity to resolve the situation in a way that best assists the school. I would make all information available to other board members.
- 10. No.
- 11. No.
- 12. No.
- 13. I am familiar with Nick Paradiso. I was introduced to Mr. Paradiso ir. mid-2001 when he was provided with my name as a potential board member. Our relationship is friendly and on a professional basis.
- 14. No.
- 15. No.

- 16. No.
- 17. My current understanding of the school's mission is that the students are provided with an opportunity to better themselves through a disciplined and structured environment, an environment that cannot currently be found in schools within the geographic region that this school will support.
- 18. I am somewhat familiar with the proposed educational program, however, I have not become fully aware of all aspects of such program.
- 19. Characteristics of a successful school include compassionate and interested faculty, along with a disciplined and straightforward administration. The students must have a self-desire to improve themselves and to achieve in the educational process. The faculty and staff of the school must make these opportunities not only available, but desirable.

PAUL GREGORY JOYCE

Alexandria, Virginia

(home)

EXPERIENCE

Falls Church, Virginia

August 1996 - present

Associate. Litigation Group - Virginia affiliate of I

Practice in civil and commercial litigation, including construction, medical malpractice defense, telecommunications, and patent infringement. Responsible for management of own caseload. Litigation experience includes first chair bench trials and second chair jury trials, pre-liling investigation, document and deposition discovery, and motions practice.

Office of the United States Attorney, Western District of New York

December 1994 - May 1995

Law Clerk - Researched federal issues in preparation for criminal and civil trials. Drafted legal briefs and memoranda for trial and appellate actions. Assisted Treasury Department and Customs personnel in criminal investigations.

Watson, Bennett, Colligan, Johnson & Schechter, Buffalo, New York

December 1993 - August 1994

Law Clerk - Researched and drafted legal briefs, memoranda and motions for bankruptcy, real estate, and personal injury matters.

Office of U.S. Representative Bill Paxon, Washington, D.C.

September 1991 - July 1992

Staff Assistant - Legislative research, constituent correspondence and general office support.

EDUCATION

State University of New York at Buffalo School of Law

Juris Doctor, May 1995

State University of New York at Buffalo

Bachelor of Arts, February 1990 Majors: English & History

BAR MEMBERSHIP

State and federal bars of Maryland, Virginia, and the District of Columbia United States Court of Appeals for the Fourth Circuit Certified for admission in New York

Request For Information From Perspective Charter School Board Members

Diane Rowe, Lead Applicant, Libertas Charter School Proposal

Background

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

I currently am the Chief Professional Officer of the Boys and Girls Clubs of Buffalo. Prior to assuming this role, I was the Associate Executive Director of the YWCA of Western, N.Y.

I also served as the Executive Director of Anorexia Bulimia Buffalo Association for six years (1986-1992) and was a teacher for East Hill Tutoring Services (1980-1986). I am an active community member and sit, or have served, on the boards of numerous not-profit organizations in the Buffalo-area, including Erie County Youth-build Inc., and the Breast and Cervical Health Partnership of Erie County. I am a Past President and Trustee of Depew Union Free School Board. I also serve as a member of the Erie County Department of Mental Health Housing Needs Assessment Committee and the Buffalo Public School Advisory Committee for Family Support Centers.

I have a Bachelor's Degree in Education from the State University College at Buffalo.

Please indicate that you will be at least 18 years old by January 1, 2002.

I am past the age of eighteen.

Please indicate how you became aware of the proposed charter school and the opportunity to serve as a member of its board if it is chartered.

I was made aware of the opportunity to help create a new charter school by a friend who currently serves as the Chairman of the Board of an existing charter school in Buffalo, N.Y.

Please explain why you wish to serve on the board.

I have long been a supporter of improving educational opportunities for students in Western-NY and have been involved in numerous efforts to improve the quality of our public schools.

Please indicate if you have previously served on a board of a school district or a not-for-profit corporation (including the board of a non-public school) and describe any relevant experience. If you have not had any previous experience, please discuss why you wish to serve in this capacity.

I am a Past President and Trustee of Depew Union Free School Board. I also serve as a member of the Erie County Department of Mental Health Housing Needs Assessment Committee and the Buffalo Public School Advisory Committee for Family Support Centers. I also sit, or have served, on the boards of numerous not-profit organizations in the Buffalo-area, including Erie County Youth-build Inc., and the Breast and Cervical Health Partnership of Erie County.

<u>Please indicate your understanding of the appropriate role of a public charter school board</u> member.

The proper role of a charter school board member is to help determine the mission and vision of the charter school and to ensure that these goals are met. As a board, we must hold ourselves accountable for meeting the objectives of our charter.

Please indicate specifically the knowledge and experience that you would bring to the board.

I think my experience serving as a board member of a traditional school district and additional not-profit organizations will help the board develop our governing policies and guidelines.

Please provide a forecast of where you see the school in one year and then again in four years.

The start-up phase, including our first school year, will require us to create a school culture of top-notch academic and professional standards for our school community. The most important key to our success will be hiring an accomplished individual to serve as the Principal of our school.

Forecasting four years ahead, I believe our school will be lead by a Principal with a team of committed professionals working to with her to meet our goals, as outlined in our charter agreement.

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

I would confront approach the board member(s) about my concerns. If I remained unconvinced that no conflicts were occurring, I would approach the board's attorney and seek advice concerning the best course of action.

Conflict of Interest

If you or your spouse know any of the other prospective board members, please so indicate the relationship.

I know the majority of the founding team through my association with the Boys and Girls Clubs and other community activities in the Buffalo-area.

If you or your spouse know any people already know to be prospective school employees, please so indicate and describe the relationship.

Not applicable.

If you or your spouse knows anyone that plans to do business with the school, please so indicate and describe the relationship and nature of potential business.

Not applicable.

If the school proposes to partner with an educational service provider (a management company), please indicate if you or your spouse know any employees, owners, or agents of the provider. If your answer is yes, please indicate the individuals you know and the nature of the relationship.

Not applicable.

If the school will partner with an educational service provider, please indicate whether you or your spouse have a direct or indirect ownership, employment, contractual or management interest in the educational service provider.

Not applicable.

Please indicate if you foresee any potential ethical or legal conflicts of interests should you serve on the school's board.

I do not foresee any potential ethical or legal conflicts of interest should I serve on the school's board.

Educational Philosophy

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

I understand the mission of the Libertas Charter School proposal as an effort to increase learning opportunities for families and children in Buffalo, NY. The overall goal of this school will be to provide children with an increased opportunities for academic achievement.

Please indicate if you are familiar with the educational program that the school proposes to utilize.

I am familiar with our proposed program and have become increasingly so during the application development process.

Please indicate what you believe to be the characteristics of a successful school. What specific steps do you think the board of the school will need to take to ensure that this school is successful?

The fundamental aspect to a successful school is to select the right leadership team. We must have leaders and faculty and staff able to meet the challenges of an urban school population.

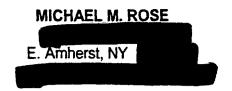
Michael M. Rose Responses to Information Request

- 1) Resume attached
- 2) Copy of driver's license attached
- 3) I was asked by a friend and then-employee of NHA Stacey Hengsterman, to sit on the board. I had met Stacey while she was on the staff of the Business Council of NYS.
- 4) I believe in the charter school concept. I believe that all children, including those in the inner-cities who are at a disadvantage at birth, deserve the opportunity of a quality education. I believe that inner city public schools will benefit by their example and the competition charter schools represent.
- 5) I wish to serve on the board because it is an extremely worthy endeavor. If my involvement can help to bring this about, it will be a beginning in the improvement of our overall educational system.
- 6) The primary responsibilities of the board will be the selection of key personnel, oversight of curriculum, monitoring of performance.
- 7) I have three children, two of whom have graduated from Williamsville North and one who is now a senior. I have observed the positives and negatives of what is rated as one of the best public school systems in WNY. I believe the schools in the inner city are at a distinct disadvantage and that charter schools offer both choice and hope. My involvement in my children's education convinces me that charter schools can work to the benefit of WNY.
- 8) One year: successful completion of inaugural year

Four years: possible expansion to secondary level and perhaps one or more applications submitted for additional schools in WNY.

- 9) I would insist upon their immediate resignation.
- 10) NA
- 11) NA
- 12) NA

- 13) Nick Paradiso from NHA; an approximate one-year relationship since his employment with NHA began.
- 14) None
- 15) NA
- 16) None foreseen
- 17) NHA's philosophy which I wholeheartedly embrace is reflected in a moral code of conduct based upon respect for and among teachers, students and administrators. Parent awareness and involvement is a key ingredient to children's successful learning.
- 18) Yes. It is not dissimilar to the curriculum of public schools.
- 19) A successful school will have dedicated administrators and teachers whose primary goal will be the education of children. Discipline will be emphasized as will respect for all others and communication with and feedback from parents. The board will set the tone by insisting upon adherence to certain principles and guidelines by NHA and in the hiring of administrators and teachers. The board must exercise vigilant oversight.



EXPERIENCE

National Fuel Gas Distribution Corporation 10 Lafayette Square, Buffalo, NY 14203

1995 to Present

Manager of Government Affairs. Responsible for all company's New York State government relations.

1992 to 1995

Manager of Transportation Services. Responsible for company's natural gas transportation service including billing, accounting, customer service and customer relations.

1988 to 1992

Manager of Advertising. Responsible for development and execution of \$2 million advertising campaign, including the coordination of all promotional marketing and information programs.

1984 to 1988

Manager of Public Affairs. Responsible for company's overall government affairs division. Managed federal, state, and local official relations program directing the activities of three lobbyists.

Also managed media relations in the Pennsylvania Division with responsibility for generation of press releases, conducting press conferences, and acting as official company spokesman. Managed writer of internal and external publications and contributed editorials in company news magazine.

1976 to 1984

Director of Public Services. Established company's first state government relations program, lobbying full time in Harrisburg, and developing regular reports on legislative and regulatory activities. Instrumental in forming three Political Action Committees, serving as advisor and member.

1978 to 1980

Director of Commercial and Industrial Sales. Managed six sales representatives during difficult period of tight supplies and escalating prices. Extensive lobbying of industrial customers and Congress leading to passage of Natural Gas Policy Act.

1972 to 1976

Supervisor, Industrial Sales. Responsible for selective large volume industrial sales throughout Pennsylvania Division.

1971 to 1972

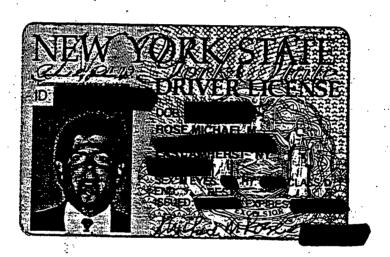
Management Trainee, Consumer Business Division. Extensive training in all facets of gas industry and clerical training in the Titusville commercial office.

Registered lobbyist: Pennsylvania 1976-1988; Federal 1985-1988; New York 1995-2001.

EDUCATION

The Pennsylvania State University, University Park, Pennsylvania, 1967-1971. Bachelor of Science Degree in Business Administration.

Institute of Gas Technology at the Illinois Institute of Technology, Chicago, Illinois, 1976. Chartered Industrial Gas Consultant.



716 825 0243 P.09

laggis Smith

1. Resume Attached

2.

- 3. I became aware of this opportunity through the Boys & Girls Clubs of Buffalo
- 4. I fill that the charter school will provide great education for student.
- 5. No I have never served on a board before.
- 6. It is my understanding that we will make decision about the school and that we Will be over the school and it staff.
- 7. Well working with children I fill I could show others how this will effect kids
- 8. I fill in one year the school will be up and running and that it will provide a very educational field for children and in four years I would like to see at least four more school.
- I would have a board meeting with other board members to talk about my findings and then we will do what it takes to keep things going forward.
- 10. I just know two of the board members no relation I work with them.
- 11. None
- 12. None
- 13. None
- 14. None
- 15. None
- 16. None
- 17. To provide quality education to children of Buffalo NY
- 18. No not really but I am looking forward to learning more about all programs
- 19. I fill we will have to go into the public and provide knowledge to other members of boards around Buffalo and educate them on the charter school.



Objective

Seeking employment in childcare

Experience

2000- Present Boys & Girls Clubs of Buffalo

Buffalo, New York

Site Director

Setting up recruitment for new members

Running Programming for kids

Light to moderate paper work

1998-2000

Kay Bee toy works

Buffalo, New York

Head Cashier

Stocking

Price changing

Implemented training course for new employees

1997 -1998

Kmart

Buffalo, New York

Sales Representative

Expanded sales team from 50 to 85.

Tripled division for each sales associate.

Expanded sales to include accounts.

Education

1987-1990 Strafford Trade School

Buffalo, New York

Business Administration and Computer Tech.

Business word processing

Graduated top of class

Interests

Computers, Dancing, Music

Reference:

Will provide at interview