



Charter Schools Institute
State University of New York

BROOKLYN EXCELSIOR CHARTER SCHOOL

FINAL CHARTERED AGREEMENT

Section 2852(5) Submission to the Board of Regents

Volume 1 of 9

REDACTED APPLICATION

Charter Schools Unit

MAR 18 2002

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SECOND AMENDMENT TO THE CHARTER

This agreement is executed on this 17th day of March, 2002, by and between the undersigned to amend the charter agreement between them entered into on or about the 1st day of February, 2002 and amended on or about the 28th day of February 2002.

WITNESSETH:

WHEREAS the undersigned have previously entered into an agreement, known before its issuance by the Board of Regents (the "Regents") as a proposed charter, and known thereafter as a charter (either as a proposed or provisional charter, the "Charter"), pursuant to the provisions of the New York Charter Schools Act of 1998, Article 56 of the Education Law (the "Act"); and

WHEREAS the Charter incorporates the application (the "Application") submitted earlier to the Board of Trustees of the State University of New York, such that the Application is an integral part of the Charter; and

WHEREAS pursuant to section 2852, subdivision 5 of the Act, the Charter, with the Application, was submitted to the Regents for its review and approval; and

WHEREAS the State Education Department, in its review of the Charter for the Regents, has recommended certain changes be made to the Charter and/or the Application; and

WHEREAS the undersigned are in agreement that some or all of such changes should be adopted; and

WHEREAS the Charter requires that all amendments to it be in writing and signed by both parties thereto;

NOW, THEREFORE the undersigned hereby agree to amend the Charter as follows:

1. The Application submitted to the State Education Department on or about January 31, 2002, and superceded by a revised Application submitted to the State Education Department on or about February 28, 2002, is hereby superceded in its entirety by the revised Application attached hereto as Exhibit A.

Capitalized terms used in this amendment are defined as set forth in the Charter unless otherwise indicated, as is the use and validity of facsimile signatures and the execution of this amendment to the Charter by counterpart.

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

Robert J. Bellafiore 3/18/02
Date

By: Robert J. Bellafiore, acting for the Board of
Trustees of the State University of New York

Title: President, Charter Schools Institute,
State University of New York

BROOKLYN EXCELSIOR CHARTER SCHOOL

Omar Wasow 3/17/02
Date

By: Omar Wasow

Title: Applicant

MAR 1 2002

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FIRST AMENDMENT TO THE CHARTER

This agreement is executed on this 28 day of February, ~~2002~~ and between the undersigned to amend the charter agreement between them entered into on or about the 1st day of February, 2002.

WITNESSETH:

WHEREAS the undersigned have previously entered into an agreement, known before its issuance by the Board of Regents (the "Regents") as a proposed charter, and known thereafter as a charter (either as a proposed or provisional charter, the "Charter"), pursuant to the provisions of the New York Charter Schools Act of 1998, Article 56 of the Education Law (the "Act"); and

WHEREAS the Charter incorporates the application (the "Application") submitted earlier to the Board of Trustees of the State University of New York, such that the Application is an integral part of the Charter; and

WHEREAS pursuant to section 2852, subdivision 5 of the Act, the Charter, with the Application, was submitted to the Regents for its review and approval; and

WHEREAS the State Education Department, in its review of the Charter for the Regents, has recommended certain changes be made to the Charter and/or the Application; and

WHEREAS the undersigned are in agreement that some or all of such changes should be adopted; and

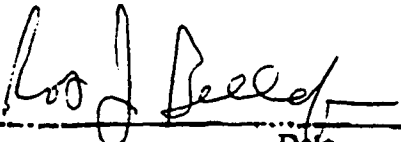
WHEREAS the Charter requires that all amendments to it be in writing and signed by both parties thereto;

NOW, THEREFORE the undersigned hereby agree to amend the Charter as follows:

1. The Application submitted to the State Education Department on or about January 31, 2002, is hereby superseded in its entirety by the revised Application attached hereto as Exhibit A.

Capitalized terms used in this amendment are defined as set forth in the Charter unless otherwise indicated, as is the use and validity of facsimile signatures and the execution of this amendment to the Charter by counterpart.

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK


Date

By: Robert J. Bellasione, acting for the Board of
Trustees of the State University of New York

Title: President, Charter Schools Institute,
State University of New York

BROOKLYN EXCELSIOR CHARTER SCHOOL

 2-28-02
Date

By: Omar Wasow

Title: Applicant

Charter Schools Unit
JAN 31 2002

CHARTER

DATED AS OF FEBRUARY 1, 2002

BETWEEN

BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

AND

APPLICANT FOR THE
BROOKLYN EXCELSIOR CHARTER SCHOOL

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CHARTER

This agreement is executed on this 1st day of February, 2002 by and between the Board of Trustees of the State University of New York (the "Trustees") and OMAR WASOW (the "Applicant") to establish and operate the BROOKLYN EXCELSIOR CHARTER SCHOOL (the "School"), an independent and autonomous public school under the New York Charter Schools Act of 1998.

WITNESSETH:

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

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

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

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

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

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

SECTION 1. ESTABLISHMENT OF SCHOOL

1.1 Charter. This agreement (the "Charter Agreement"), which incorporates the Application, attached hereto as Exhibit A, the oversight plan, attached hereto as Exhibit B (the

"Oversight Plan"), the policies regarding educational service providers (the **"Educational Service Provider Policies"**), the additional assurances, if any, set forth collectively and attached hereto as Exhibit D (the **"Additional Assurances and Other Terms"**) 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 certification 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.

1.3 Prior Actions. Paragraph 1.2 hereof notwithstanding, the School Corporation shall not provide instruction to any student until and unless the Trustees issue a written statement to the School, with a copy to the Regents, attesting to the School Corporation having completed all or substantially all of the Prior Actions set forth 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 New Information. The School Corporation shall not provide instruction to any student and shall not be eligible to receive any funds, or if it has received funds, any further funds, as would otherwise inure to the School Corporation under section 2856 of the Education Law, if (A) the Trustees receive information after the date on which the Proposed Charter is executed which provides substantial reason to believe that either (i) the 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 Location and Facility. 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 that the School is scheduled to provide 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 permission 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)(j) 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 Change of Location. 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 Mission Statement. 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 Student Learning and Achievement. 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 at Section II of the Oversight Plan.

2.6 Curriculum. 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 School Calendar; Hours of Operation. The days and hours of operation of the

School shall not be 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 Disciplinary Code. The School Corporation shall implement the rules and procedures for discipline, including guidelines for suspension and expulsion, set forth in the Application. The rules and procedures shall be consistent with the requirements of due process and with 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.

2.9 Nonsectarian Status. 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 Code of Ethics. 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 Non-discrimination. The School Corporation shall not discriminate against any student, employee or any other person on the basis of ethnicity, national origin, gender, or disability or any other ground that would be unlawful if done by any other public school.

2.12 Governance. 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") and other rules and procedures as set forth in the Application, 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), 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 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 Grievance Procedure. The School Corporation shall implement the grievance procedure set forth in the Application, including any additions thereto adopted by the School Board which are consistent therewith. A copy of the School Corporation's grievance procedure shall be distributed to the parents and/or guardians of students enrolled in the School and made available to all others requesting a copy. Upon resolution of a grievance, the School Corporation shall provide, as part of its notice to the grievant, notice that the grievant may appeal the decision of the School Corporation to the Trustees of the State University of New York.

2.15 Partnership with a Management Company. To the extent that the Application contemplates entering into a contract with any entity (whether for-profit or not-for-profit), under which such entity will provide all or a substantial portion of the services necessary to manage and operate the School, then the School Corporation, by June 1 of the year in which the School is scheduled to first provide instruction, shall enter into a legally binding and enforceable agreement with such entity named in the Application (the "**Management Company**") in a form substantially similar to that contained in the Application ("the "**Management Contract**"). The Management Contract shall set forth with particularity inter alia, (A) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to maintain the School Corporation's status under federal law as a 501(c)(3) entity and (B) the extent of the Management Company's participation in the organization, operation and governance of the School. Such Management Contract shall be consistent with the Educational Service Provider Policies set forth at Exhibit C. 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 C. 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 Parental Involvement. 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 Student Transportation. 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 Health Services. The School Corporation shall provide all such health services as are set forth in the Application or otherwise required by law.

2.19 Food Services. The School Corporation shall provide the food services set forth in the Application.

2.20 F.O.I.L. and Open Meetings Law. 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.

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

SECTION 4. PERSONNEL

4.1 Status. The School Board shall employ and contract with necessary teachers, administrators and other school personnel as set forth in the Application.

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

4.3 Instructional Providers. The School Corporation shall employ or otherwise utilize in instructional positions only those individuals who are certified in accordance with the requirements applicable to other public schools, or who are otherwise qualified to teach under clauses (i)-(iv) of subdivision 2854(3)(a-1) of the Education Law. 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 Background Checks. 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 and the School's enrollment exceeds two hundred fifty (250) at any point during the first year, then employees of the School Corporation shall not be deemed members of any existing collective bargaining unit representing employees of the school district in which the School is located, and the

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

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

SECTION 5. FINANCIAL OPERATIONS OF SCHOOL

5.1 Management and Financial Controls. The School Corporation shall at all times maintain appropriate governance and managerial procedures and financial controls. 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; and (C) 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 (D) 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 Financial Statements: Interim Reports; The financial statements which the School Corporation is required to prepare shall be in accordance with generally accepted accounting

principles then in effect for not-for-profit corporations. During its first year of operation, the School Corporation shall prepare and submit to the Trustees within forty-five (45) days of the end of each quarter of its fiscal year an unaudited statement of income and expenses for that preceding quarter in a form agreed upon by the Trustees and the School Corporation. The Trustees may by written request require submission of such statements in future years of the School's operation.

5.3 Audits. The School Corporation shall retain an independent certified public accountant or certified public accounting firm licensed in New York State to perform an audit of the School Corporation's annual financial statements. The independent audit of the School's financial statements must be performed in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States, if applicable. The audited financial statements must be submitted to the Trustees within one hundred twenty (120) days of the School Corporation's fiscal year end. In addition, and pursuant to the same timetable, the School Corporation must require its independent certified public accountant or certified public accounting firm to issue a report on compliance with laws, regulations, contracts and grants and on internal controls over financial reporting, based on their audit of the financial statements. The School Corporation must submit this report along with a corrective action plan addressing any weaknesses or problems identified in the report. The School Corporation shall also conduct programmatic audits at least once annually, with such audit being comparable in scope to those required of other public schools.

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

5.5 Annual Budget and Cash Flow Projections. The School Corporation shall prepare and provide to the Trustees a copy of its annual budget and cash flow projection for each fiscal year by no later than May 15 of the immediately preceding fiscal year. The School Corporation shall provide its annual budget and cash flow projection for the fiscal year 2001-2002 not later than August 1, 2001 if such budget or projection differs in any material respect from that set forth in the Application.

5.6 Funding Procedure. 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 Exemption from Taxation. 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 Collateral for Debt. 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 Tuition and Fees. 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 Maintenance of Corporate Status; Tax Exemptions. The School Corporation shall maintain its status as an education corporation. The School Board shall obtain federal tax-exempt status no later than one (1) year following the Effective Date. 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

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.

(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 three 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; (B) an accountability plan (the "**Accountability Plan**") which the School Corporation, in furtherance of its educational goals and objectives, and its assessment standards, agrees to conceive and implement. The Accountability Plan shall not provide for less stringent assessment standards or educational goals and objectives than those set forth in the Application. 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. The terms outlining the form of the Accountability Plan are set forth at section II of Exhibit B; and (C) a monitoring plan that the Institute will implement (the "**Monitoring Plan**"), the requirements of which are set forth at section III of Exhibit B. 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 Monitoring Plan, 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 Compliance with Laws and Regulations. 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 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 Renewal Notice. No later than the August 1 in the calendar year prior to expiration of the Charter, the School Corporation may provide to the Trustees an application to renew the Charter in accordance with subdivision 2851(4) of the Education Law (the "**Renewal Application**"). The Renewal Application shall contain (A) a report of the progress of the School in achieving the educational objectives set forth in the charter and (B) a detailed financial statement disclosing the cost of administration, instruction, and other spending categories for the School that will allow a comparison of such costs to other schools, both public and private; (C) copies of each of the annual reports of the School, including the School report cards and the certified financial statements; and (D) evidence of parent and student satisfaction.

8.2 Approval or Denial of Renewal. By December 31 of the calendar year in 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 Grounds for Termination or Revocation. This Charter may be terminated and revoked:

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

(B) by mutual agreement of the parties hereto.

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

(A) to terminate the Charter; or

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

Should the Trustees elect to terminate the Charter, notice of such shall be provided to the School Board at least thirty (30) days prior to the effective date of the proposed termination. Such notice shall include a statement of reasons for the proposed termination. Prior to termination of 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 Dissolution. 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.

SECTION 9. MISCELLANEOUS

9.1 Disclaimer of Liability. The parties acknowledge that the School Corporation is not operating as the agent, or under the direction and control, of the Institute, the Trustees or the Regents except as required by law or this Charter, and that none of the Institute, the Trustees or the Regents assumes any liability for any loss or injury resulting from: (A) the acts and omissions of the School Corporation, its directors, trustees, agents or employees; (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 Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach.

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

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

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

9.8 Notices. Any notice, demand, request or submission from one party to any

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

If to the School Corporation:

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

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BOARD OF TRUSTEES OF THE
STATE UNIVERSITY OF NEW YORK

Robert J. Bellafiore 1/30/02
Date

By: Robert J. Bellafiore, acting for the Board of
Trustees of the State University of New York

Title: President, Charter Schools Institute,
State University of New York

Omar Wasow
Date

By: Omar Wasow

Title: Applicant

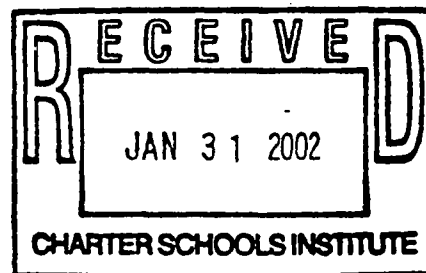


EXHIBIT A**APPLICATION**

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

CURRICULUM AND INSTRUCTION

Satisfactorily Completed	Item	Comments	Date Completed
	Needed instructional materials and supplies have been distributed to classrooms at every grade level.		
	A school calendar and class schedules exist and provisions have been made for them to be available to every student and every family.		
	Provisions have been made for assessing and serving students with special needs.		

STUDENTS AND PARENTS

Satisfactorily 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

Accountability Plan

By October 1 in the year in which the School Corporation commences instruction (or by a later date as specified in writing by the Charter Schools Institute), the School Corporation shall prepare and submit to the Trustees an Accountability Plan. The purpose of the Accountability Plan is to detail the manner in which the school will be held accountable for measurable, reliable and verifiable academic results. The measures described in the Accountability Plan supercede those outlined in the application, though they should reflect all commitments made in the original document, including specific assurances of the administration of yearly standardized tests to measure academic gains in reading and math at a minimum.

The Accountability Plan shall be prepared in a format to be determined by the Trustees and shall provide the following information:

- (i) specific performance goals for the school;
- (ii) methods to measure the School's progress toward the goals;
- (iii) specific annual and long-term performance targets related to such goals; and
- (iv) strategies for reporting the School's performance and progress to the students, the parents, the community, and the Trustees.

Upon approval by the Trustees, and, where necessary, review and comment by the Regents, the Accountability Plan shall be attached to the Charter and shall become part thereof and binding upon the School Corporation.

While the School's Accountability Plan may reflect the school's unique mission, it must include the following minimum provisions:

- (i) Standards that meet or exceed those established by the Regents for all public schools in New York;
- (ii) Provisions for the School to administer Regents examinations;
- (iii) Annual testing of all students using a nationally normed standardized test capable of measuring the progress of all students within the school according to both fixed and longitudinal measures; and

- (iv) Clear commitments to ensuring significant gains in reading and math scores among enrolled students which in no case shall be less stringent than those set forth in the Application.

The School Corporation may be asked to submit an addendum to the Accountability Plan as required to address procedures for taking action when performance falls below its target.

To provide a basis for judging progress over time, the School shall obtain baseline data on its students' performance on the assessments it selects, including the standardized test, as soon as possible after the School's initial opening, but not later than the end of the School's first academic year.

SECTION III

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. The School Corporation shall provide to the Trustees, on September 30, January 31 and June 30 of each academic year that the School is providing instruction and the number of students enrolled in the School. The January 31 and June 30 reports shall also indicate the average attendance of all enrolled students for that reporting period.
- 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.

EXHIBIT C

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 an 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]

Robert J. Bellafiore
President
Charter Schools Institute
74 North Pearl Street
4th Floor
Albany, New York 12207

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

Dear Sir:

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

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

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

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

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

3. The Charter School's execution, delivery and performance of the Agreement does not permit or require an improper delegation of the Charter School Board's:

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

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

Very truly yours,

[Name of Charter School Legal Counsel]

EXHIBIT D

ADDITIONAL ASSURANCES

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**CHARTER SCHOOL APPLICATION
TRANSMITTAL FORM AND COVER SHEET**

Working Name of Charter School: Brooklyn Excelsior Charter School

Applicant Contact: Omar Wasow

APPLICANT CONTACT INFORMATION

Mailing Address:

Telephone:

Facsimile:

E-mail:

Partner Organization:

Contact:

[REDACTED], Brooklyn, NY [REDACTED]

[REDACTED] (work)

[REDACTED] (work)

National Heritage Academies

Nicholas J. Paradiso, Regional Director

SCHOOL SUMMARY

First year grade levels to be served: Kindergarten through 5th grade

First year targeted enrollment: 240 students

Location (school district): Brooklyn, N.Y. (NYC School District)

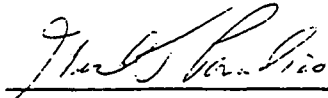
REDACTED

Letter of Commitment

National Heritage Academies is pleased to have the opportunity to work in partnership with the proposed Brooklyn Excelsior Charter School in Brooklyn. Prior to a charter being granted to the school, NHA shall provide support services to the school in the form of application development, start-up funding, grant proposals, land and facility acquisition and community development.

Should a charter be granted, National Heritage Academies intends to enter into a formal agreement with the Board of Brooklyn Excelsior Charter School to provide educational services to the school.

NATIONAL HERITAGE ACADEMIES



Nick J. Paradiso, Regional Director of New Business Development

Dated: December 11, 2001

Brooklyn Excelsior Charter School Proposal

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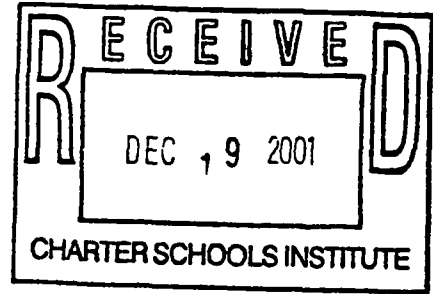
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Attachment 56

Attachment 1

CHARTER SCHOOL NAME


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

ATTACHMENT 2

APPLICANT

Omar Wasow


 Brooklyn, NY

Omar Wasow,  is the Executive Director of Blackplanet.com at Community Connect Inc. and the Internet Analyst for MSNBC and WNBC.

Under Wasow's guidance, BlackPlanet.com was launched in September 1999 and has grown at phenomenal pace to become the leading site for African Americans and among the 50 most heavily trafficked sites on the Net. In addition, Blackplanet.com was ranked among the top ten "stickiest" sites on the Web by both MediaMetrix and Nielson/Net Ratings' recent tabulations of where internet users spend most time.

Commenting on Blackplanet.com's extraordinary growth, industry newsletter MIN's *New Media Report* stated "Blackplanet.com defies trends and precedents," and "this site has gained more traffic faster than any content provider we have ever seen in these charts."


In addition, Wasow works to demystify technology issues in his role as the Internet Analyst for MSNBC and NBC's flagship New York TV Channel WNBC. Wasow even tutored Oprah Winfrey in her first exploration of the Net in the 12 part series *Oprah Goes Online*. *The New York Times* noted that he "is a perfect ambassador for the new pundits," and that "his well researched ruminations win almost universal praise."

Programming from the age of 11 and online for the first time at 12, Wasow has honed his high-tech skills for nearly two decades. As a result of his experience Wasow has become a leading commentator on the challenges and opportunities of the new media and the new economy. Formerly the founder of New York Online, Wasow has been described by the *New York Times* as a "Silicon Alley's Philosophy Prince" and by *Newsweek* magazine as one of the "fifty most influential people to watch in cyberspace." *Successful Meetings Magazine* named Wasow as one of the "21 Top Speakers for the 21st Century."

Active in a number of social issues, particularly school reform, Wasow served as the Co-Chair for The Coalition for Independent Public Charter Schools. The *Forward* newspaper credited Wasow for his efforts to help push through charter school legislation in New York State. Wasow is also a member of several non-profit boards, including the New York Software Industry Association and Lauryn Hill's The Refugee Project. As a result of Wasow's long standing commitment to civic participation, he was selected to be a fellow in the Rockefeller Foundation's Next Generation Leadership Program.

REDACTED

For his undergraduate studies Wasow completed a major in Race and Ethnic Relations at Stanford University. Following school he worked on the Advance Team of Freedom Summer '92 coordinating a 22-city cross-country voter registration drive. Later, he became the Assistant Director of Strictly Business, a non-profit job training program that taught legal entrepreneurship to ex-drug dealers. Wasow lives in Brooklyn, New York and can be reached at



REDACTED

Attachment 3

OPENING DATE

We anticipate an opening date of **September 2, 2003** for the Brooklyn Excelsior Charter School. With an approval in 2001, this will allow sufficient planning time to ensure a smooth and efficient opening.

Attachment 4

TERM

Brooklyn Excelsior Charter School proposes an initial charter term of 5 years.

Attachment 5

ENROLLMENT PROJECTIONS

Grade	Year One	Year Two	Year Three	Year Four	Year Five
Kindergarten (20 students per class)	40	80	80	80	80
1st Grade (25 students per class)	50	75	75	75	75
2nd Grade (25 students per class)	50	75	75	75	75
3rd Grade (25 students per class)	50	75	75	75	75
4th Grade (25 students per class)	25	75	75	75	75
5th Grade (25 students per class)	25	50	75	75	75
6th Grade (25 students per class)		50	50	75	75
7th Grade (25 students per class)			50	50	75
8th Grade (25 students per class)				50	50
TOTAL	240	480	555	630	655

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 Brooklyn Excelsior Charter School.

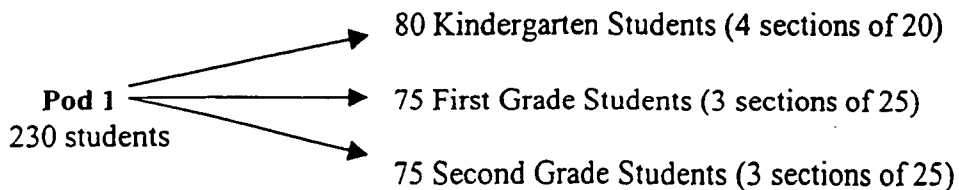
Attachment 6

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 (except Kindergarten) of each grade as follows:

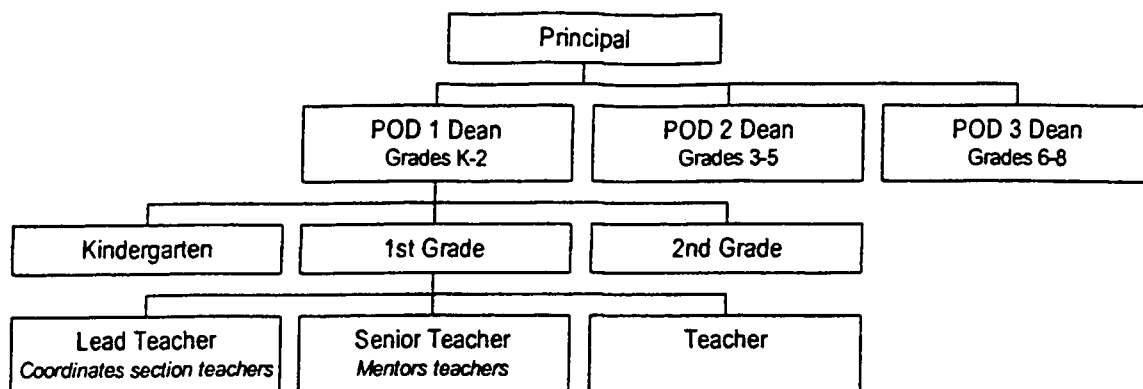


Pod 2
225 students

Pod 3
225 students

This configuration creates a subculture by which each pod is independent of the others, while relying on each other in the grade level for support and shared resources.

Each pod is lead by a **Dean**. The Dean interprets needs and coordinates the activities of all teachers in a pod. Each grade level is headed up by a **Lead Teacher** who provides leadership to the other teachers in the grade level. The Lead Teacher may also serve as the **Senior Teacher**, who mentors novice teachers as they gain experience.



We will begin with 240 students. 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.

Attachments 7(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.

Certain members of our board, in partnership with a different education services provider, have previously applied -- and been denied -- to the State University of New York for a charter school in the Brooklyn area. The makeup of the board for this project, however, has significantly changed and this is the first time we are applying in partnership with National Heritage Academies.

Attachment 8

PARTNER ORGANIZATIONS

Nature and Purpose of Partnership

The **Brooklyn Excelsior Charter School** intends to create a partnership with National Heritage Academies, an experienced education provider. NHA currently provides it's educational program to 27 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.
- 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.

A Letter of Commitment from National Heritage Academies is in **Attachment 8-3**.



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

Letter of Commitment

National Heritage Academies is pleased to have the opportunity to work in partnership with the proposed Brooklyn Excelsior Charter School in Brooklyn. NHA shall provide, according to the proposed management agreement, support services to the school in the form of application development, start-up and contingency funding, grant proposals, land and facility acquisition and community development.

Should a charter be granted, National Heritage Academies intends to enter into a formal agreement with the Board of Brooklyn Excelsior Charter School to provide educational services to the school.

NATIONAL HERITAGE ACADEMIES

A handwritten signature in dark ink, appearing to read "Mark A. DeHaan", written over a horizontal line.

Mark A. DeHaan, Senior Vice President
Dated: January 14, 2002

Attachment 9(a)

MANAGEMENT PARTNER TERM SHEET

We intend to partner with National Heritage Academies, a national management company. Two recently executed management contracts between NHA and other local boards are attached as Exhibit "A."

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 Brooklyn Excelsior 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 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.

Attachment 9(b)

ENTITY SELECTION

The lead applicants and board members of the Brooklyn Excelsior Charter school project intend to create a partnership with National Heritage Academies (NHA), an experienced education provider. NHA currently provides its educational program to 27 other charter schools, including the Rochester Leadership Academy Charter School in Rochester, New York.

Reaching the decision to hire NHA was a two-part process: 1) Should we partner with an education service provider; and, 2) If we decided to hire a service provider, which one should we seek to partner with?

Partner with an Education Service Provider?

Thomas Lehrman served as the point person for doing this research and making a recommendation to the full board. Prior to making the recommendation to Omar Wasow and the remainder of the board to engage an education service provider, Thomas had lengthy discussions – to review the pros and cons of working with a management partner – with the New York Charter School Resource Center and founders of existing charter schools in New York City. As founders of our project, Omar and Thomas decided the best approach was to seek out a management partner and the founding board members supported this decision.

Who Should We Hire

Once the decision to partner with a management firm had been made, the next step was to select a partner that met the vision of the founders and also had the capability – and proven track record – to competently deliver the services needed to create a top-notch public charter school.

As Omar Wasow had been involved in projects prior to this, we first considered whether we should simply contract with another firm, based on an existing relationship. Due to changes made within the company, however, we decided against this route and sought out other management firms to meet with.

Our first step was to reach back out to the New York Charter School Resource Center for information on management firms that were already doing business in New York State or attempting to do so. We considered both for-profit management firms and not-profit firms. We worked with the Resource Center to learn more about the options in the education management industry and we increasingly liked what we heard about National Heritage Academies. In particular, we received positive feedback concerning its performance in managing the Rochester Leadership Academy Charter School in Rochester, N.Y. This school serves a population -- a large percentage of students at risk of academic failure due to social economic issues such as poverty -- similar to one we expect to attract should our charter school proposal be approved.

We also were impressed that NHA served various types of communities, whether they are rural, suburban, or urban, and had demonstrated success in each. Upon further research, we

learned that over the previous three academic years NHA students averaged academic growth at a rate of 30% above the national average (based on the MAT-7 standardized assessment, basic battery summary). This helped illustrate the company's quality educational program and ability to successfully educate students regardless of social economic status.

Finally, Thomas and Omar met with representatives of NHA to learn more about the company's history, track record, and financial solvency. Based on his experience at Tiger Management and as a founder of the Gershon-Lehrman Group, Thomas Lehrman served as the "point person" for completing our due diligence on National Heritage Academies. This included reviewing NHA's financial records and annual reports, and meeting individually with the company's senior officers at company headquarters in Grand Rapids, MI. Impressed with our findings based on this research, we felt comfortable that NHA has the financial capacity to provide the services needed to take our proposal from a good idea 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 believe 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 Brooklyn Excelsior charter school.

Attachment 9 (C)

Please see Exhibit B.

Attachment 10

MISSION STATEMENT

The mission of the Brooklyn Excelsior Charter School is to provide students a challenging academic program, which develops all students' ability to master fundamental academic skills and ultimately achieve at levels exceeding citywide averages, while also instilling a sense of family, community and leadership within all of our students.

Attachment 11

EXECUTIVE SUMMARY

At its core, the proposed **Brooklyn Excelsior Charter School** is about **opportunity**. Opportunity for: students to obtain a top-notch education that will prepare them for success in life; families to be engaged in their youngsters' education; and, teachers to use their talents in a school-setting that rewards ingenuity.

Our Board is comprised of people from diverse backgrounds – lifelong city residents, entrepreneurs, and community advocates – who have focused on our shared goal of improving public school opportunities for young people in Brooklyn.

Our proposal is not about criticizing the New York City public schools. In fact, many of us are actively involved with programs aimed at supporting the community school districts' efforts and are happy to note that some improvements have taken place in recent years. Still, the need for this school is clear. According to information provided by the New York State Education Department, there are more community school districts in Brooklyn without charter schools that have existing public schools currently designated as Schools Under Registration Review (SURR) than any other borough in New York City. In fact, five community school districts in Brooklyn have at least one SURR school, but no charter schools to provide students trapped in these failing schools with another public school option. These districts serve over 96,000 thousand mostly low-income, minority students. One of these districts, Community District #32, serves a student population in which 92% of the students are eligible for the federal free/reduced lunch program, and 97% of the students are either African-American or Hispanic. It simply is inexcusable to confine students to poor schools based solely on their income and race and this clearly violates the spirit and intent of public education goals dating back to 1954. In each of these five community districts, at least 80% of the student population qualifies for the free/reduced lunch program.

Furthermore, the borough of Brooklyn currently provides the least public school choice through charter schools of all the other boroughs in New York City with only two existing charter schools.

While these statistics may not tell the whole story, they do illustrate a need for a school that can help all enrolled students gain the needed basic skills in core academic subjects in order to succeed in higher grades and throughout life. Without a strong foundation, these students will always be "playing catch-up" to their peers – the same individuals they will be competing with for college admissions and career opportunities. It is for this reason that we as a Board have decided to focus on a K-8th grade elementary school, and also, is why we chose National Heritage Academies as our educational partner.

National Heritage Academies has built a reputation for offering a rigorous liberal arts curriculum for K-8 public charter schools that focuses on mastery of all subjects, particularly in the core areas of reading, language arts, mathematics and science. The statistics discussed above clearly point for the need for this type of educational opportunity in Brooklyn. As a Board, we are excited that our charter school, in partnership with National Heritage Academies, embraces the *Effective Schools Research* model, developed by Professor Ronald R. Edmonds of Harvard University, as a guide to help create a learning environment that will positively impact 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 as discovered by Dr. Edmonds' research 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.

Accordingly, the Brooklyn Excelsior charter school will:

- Provide each student with a program of study characterized by a strong, balanced core curriculum aligned with New York State's learning standards;
- Encourage parental and staff involvement through six parent-teacher committees – Curriculum, Technology, Leadership Development, Library, Grounds and Facility, and Boosters. A parent will chair each committee, and in turn, serve on the School Leadership Team, the advisory board to the charter school's Board of Trustees;
- Encourage strong ties and communication between families and teachers through *Academy Link*, National Heritage Academies' web-based program that allows parents to constantly monitor their children's progress and easily communicate with school teachers and leaders;
- Monitor student performance and quickly identify 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;
- Implement a code of conduct designed to provide students with a safe, and orderly school environment in which learning can take place without disruption; and,
- Focus on leadership development of all students by emphasizing a different character quality each month.

The school will provide each student with a program of study that is challenging and effective. The instructional program is characterized by a strong, balanced classical curriculum with an emphasis on the basic skills and content knowledge. In addition, the character development focus will be infused into the instructional program in an effort to help students develop into caring and responsible citizens.

The curriculum has been carefully aligned in order 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 all students for the required New York State assessments

The Hirsch Core Knowledge Sequence is a consensus-based model of specific content guidelines that provides a solid, coherent foundation of learning for students in the elementary grades. It represents a first and ongoing attempt to state specifically a core of shared knowledge that children should learn in American schools. The sequence offers a planned progression of specific knowledge in history, geography, mathematics, science, English, literature and fine arts. It is a guide to coherent content from grade to grade, designed to encourage steady academic progress as children build their knowledge and skills from one year to the next.

Reading

We believe that successful readers must be given all of the tools necessary to read. This includes an intensive phonics program beginning in Kindergarten. The systematic introduction and practice of sounds from Kindergarten through the first marking period of second grade enables all children to be firmly rooted in the basics of the English language.

Students will be instructed from the very beginning of their reading experience that there is important meaning in the text. Comprehension skills will be modeled, taught, and evaluated at every grade level.

The schoolteachers will work to develop fluency in all readers. Children will be given many opportunities to read both silently and aloud. Teachers will model fluency and expression at every grade level through the oral presentation of excellent literature.

Our students will regularly read classical children's literature. It is our desire to expose them to outstanding works in the field of children's literature with a strong emphasis on books containing rich language and vocabulary.

The Open Court Publishing Company's *Collections for Young Scholars* is a comprehensive program that will prepare students to lead productive lives in twenty-first century society. *Collections for Young Scholars* is built upon principles that reflect the consensus of leading literary researchers and practitioners regarding what is essential for reading success. Initial reading instruction relies on the explicit teaching of sounds, on the blending of sounds into words, and the leverage of using this knowledge for reading and writing. *Collections for Young Scholars* is a comprehensive program that addresses all aspects of English and reading.

Students who experience *Collections for Young Scholars*:

- Learn how to read and respond to a variety of texts;
- Acquire strategies for accessing information and exploring concepts;
- Learn how to communicate effectively using both oral and written language;

- Learn how to work both independently and collaboratively; and,
- Learn how to give sustained effort to thinking and problem solving.

English

All students will be expected to develop a strong understanding of and appreciation for the English language. A challenging spelling program includes weekly spelling lists and quizzes. Students will be instructed in all areas of grammar and punctuation including topics such as roots, prefixes, suffixes, and subject/verb agreement. Students will study vocabulary with an emphasis on appropriate vocabulary from content areas. Classes will also review grammar, punctuation, and spelling through *Daily Oral Language* exercises.

Teachers will emphasize that neatness counts and excellent penmanship will be expected at all levels. Students will be instructed in proper size and formation through regular handwriting lessons.

Students will have many opportunities to develop their skills in the area of composition. Teachers will offer extensive instruction and modeling of the writing process beginning in the early elementary grades. Students will explore all forms of writing including descriptive, persuasive, and creative.

Students will be instructed in giving oral presentations. Teachers will show students how to prepare their materials and deliver their presentation in a professional manner appropriate for their grade level. Students will frequently give research presentations related to topics being studied in areas such as history, geography, and science.

Mathematics

Saxon Math is built upon the belief that the most effective way for students to learn is through a gentle repetition extended over a considerable period of time. At Saxon, they call this method "incremental development." At its simplest, incremental development consists of the introduction of topics in bits and pieces (increments), permitting the assimilation of one facet of a concept before the next facet is introduced. Both facets are then practiced together until another is introduced.

The incremental structure of topics is combined with continuous review so that all previously learned material is reviewed in every lesson for the entire year. Topics are never dropped, but instead are increased in complexity and practiced every day, providing the time required for concepts to become totally familiar.

Lastly, students are shown how to apply what they have learned to new situations. Genuine learning is demonstrated not only through the understanding of a concept, but also through the ability to apply that concept to new situations.

Other features of *Saxon Math* include:

- New objectives are introduced through carefully selected group activities.
- Children use manipulatives, engage in discussions, and work in cooperative groups to help one another learn.
- The mastery of concepts develops from hands-on experience to symbolic representation.

Saxon students meet the NCTM (National Council of Teachers of Mathematics) requirements better than students who use other math programs. Students emerge from the Saxon program as capable problem solvers who are able to communicate mathematically.

Science

The science curriculum focuses on the established goals and objectives for Science Teaching. Hirsch Core Knowledge Sequence provides much of the necessary content to meet these standards. Science includes the study of life science, earth science, and physical science.

The teachers will have a strong commitment to hands-on, experimental science activities. Students will work extensively with appropriate materials, measuring devices, and scientific instruments. A science specialist will work closely with teachers and students on a weekly basis.

History, Geography, And Government

Thematic units have been developed in History, Geography, and Government. These units address the Learning Standards and the Hirsch Core Knowledge Sequence. We do not use textbooks, but rather a variety of teacher-developed instructional materials are used to develop each thematic unit and accomplish the learning objectives through project-based learning.

The History content is based on the Hirsch Core Knowledge Sequence. This sequence gives students an excellent understanding of ancient, United States, and world history. A strong emphasis is placed on the uniqueness of the history of the United States and the people who shaped this great country. Teachers model a respect for America and her heritage.

An understanding of geography is essential in the study of History; therefore, significant time is given to the instruction of geographically related topics. The Geography curriculum is based primarily on the material covered in the Hirsch Core Knowledge Sequence.

Students will be instructed in understanding the role of government and the political process in the United States. An emphasis will be placed on the importance of being an informed citizen who participates in the political process.

Art

Through the weekly art classes, students will explore many different genres of this area. Students will participate in hands-on art projects throughout the year. Frequently these projects will be related to topics currently being studied with their classroom teacher. Students will also be exposed to many great artists and their works through art appreciation lessons.

Music

Students will explore many periods of music during their weekly classes. Students will spend time learning music appreciation and study great composers and their works. Theory is also an important part of music education, and children will learn many basics in this area. There will be many opportunities for the students to sing as a part of the class and as a part of the yearly school-wide musical programs. Generally two music programs will be held each year.

Physical Education

Physical Education helps students develop in three areas. Students will develop individual skills through direct instruction and guided practice. Students will learn about teamwork through playing team games. Lastly, students will learn about the importance of sportsmanship through instruction and modeling by the instructor.

Library

Each class will visit the library weekly. Students will have the opportunity to read, check out books, and receive instruction in different areas of library usage.

Technology

Each classroom will have a computer station. In addition, students will have access to a computer lab in the media center with one instructional period per week. As the year progresses, it is hoped that additional technology will be integrated into the instructional program. A comprehensive technology plan is in place.

In accordance with the educational goals and curriculum, the staff of the school will work with students based on the fundamental belief that **all students can learn**. Because it is our belief that all students can learn, it is our intent to provide a structured environment that promotes excellence in education. The instructional design will be diversified and will directly correlate to specific student needs utilizing varied teaching practices and technology-based assistance. Everyday instruction will include educating with various input strategies (Visual, Auditory, Kinetic, and Tactile) which allows students to maximize their potential.

In addition to the specific goals developed for each grade, all students will benefit from a variety of instructional practices.

Examples of instructional practices include:

Project-Based Learning

- Involving teachers and students in establishing criteria, completing evaluation, and creating performance-based assessment.
- Involving diversified grouping (heterogeneous/homogeneous).

Computer-Assisted Instruction

- Focus on technology-based learning—not, for example, computerized worksheets.
- Interactive instruction utilizing the Internet.

Group And Individual Learning

- Tailoring specific goals and objectives for individual students.
- Providing specific goals and objectives for teams of students.

Thematic Instruction

- Integrated curriculum across all subject areas.
- Thematic teaching in reading, history, and science.

Family Involvement

- Tutoring of individual students.
- Assisting staff with diverse areas of school functions.

Community-based learning

- Field trips related to academic studies.
- Volunteer, service-oriented projects based on the Leadership Development virtues.

To increase learning opportunities the school will utilize 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.

To 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.

To 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 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.

Philosophy

Our educational philosophy is based on three main assumptions:

- All children can learn if they are taught appropriately.
- All teachers can be successful given effective teaching materials and sufficient training and support.
- Children learn best when they are specifically instructed in content to be mastered.

Our educational 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, *The Achievement Challenge*. Chall's study takes a broad view of teacher centered vs. student centered. 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. As an organizing group of a charter school, we are excited by the thought that education is the great equalizer. With an education a child can achieve. With an education a child can taste success. Imagine the potential waiting to be unleashed by an education. Fertile, eager, young minds, hopeful to become. 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 school administrators have followed over the past fifty years."

Attachment 12(a)

TENTATIVE PROPOSED 2003-2004 CALENDAR

The calendar will be aligned with the calendar of the New York 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(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

Sample Kindergarten Schedule

8:00 a.m.	Students arrive
8:15 a.m.	Virtues/Activities/Morning Work
9:00 a.m.	Saxon Math (Circle Time)
9:30 a.m.	Open Court Reading and a Special
11:15 a.m.	Lunch
11:45 p.m.	Story time/Rest
12:30 p.m.	Centers
1:45 p.m.	History/Science
3:00 p.m.	Miscellaneous Activities/Prepare for
3:15 p.m.	Dismissal

Weekly Subject Area Time Allotment

		Grades 1 – 5 1950 MPW <u>(6.5 HPD x 5 DPW)</u>		Grades 6 – 8 1950 MPW <u>(6.5 HPD x 5 DPW)</u>
Kindergarten 1650 MPW <u>(5.5 HPD X 5 DPW)</u>		Early Elementary <u>(1-2)</u>	Later Elementary <u>(3-5)</u>	Middle- Level <u>(6-8)</u>
Reading	570	610	580	600
Spelling/Grammar	80	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 13

ACHIEVEMENT GOALS

Brooklyn Excelsior Charter School commits, at a minimum, to meeting or exceeding the Board of Regents Performance Standards for all schools at any point during the period of the charter. This will be measured by performance on all state-mandated assessments. In addition, the school will establish the goal of achieving regular increases in mean NCE scores (averaged over the term of the charter) by students at all grade levels. Further, each student in grades K – 8 will master content standards aligned to the New York Learning Standards in each grade before progressing to the next grade.

GOAL: We expect each student in grades K-8 to master content standards for each grade level before progressing to the next grade.

MEASUREMENT: 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.

GOAL: All students in grades K-8 will increase in achievement as measured by growth over time on the Metropolitan Achievement Test, 8th Edition (MAT8).

MEASUREMENT: This will be measured by:

- comparing the total battery grade equivalent scores on the Metropolitan Achievement Test, 8th Edition (MAT8). The first year baseline data will be collected. The following growth rates are expected each year.

Year Two	1.1	grade equivalent years
Year Three	1.2	grade equivalent years
Year Four	1.3	grade equivalent years
Year Five	1.4	grade equivalent years

- comparing the total reading, math, and language scores on the MAT8. The first year baseline data will be collected. Scores will increase at a minimum by the following grade equivalent year increments as compared to baseline data.

	<u>Reading</u>	<u>Math</u>	<u>Language Arts</u>
Year Two	1.1	1.2	1.1
Year Three	1.2	1.3	1.2
Year Four	1.3	1.4	1.3
Year Five	1.4	1.5	1.4

Attachment 14

Please see Exhibit "C" for Curriculum Alignment.

Attachment 15(a)

STATE ASSESSMENTS

Brooklyn Excelsior Charter School will challenge its staff and students to exceed the student performance standards adopted by the New York State Board of Regents. This testing will include the following (schedule not yet published for 2003-04):

- 4th Grade: English Language Arts, Math and Science
- 5th Grade: Social Studies
- 8th Grade: English Language Arts, Math, Science, Social Studies and Technology

Brooklyn Excelsior 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.

Attachment 15(b)

STANDARDIZED TEST

Our school will administer the Metropolitan Achievement Test (MAT-7) each fall to new students and each spring to currently enrolled students. The MAT-7 is a national norm-referenced, cognitive aptitude test. That is, it evaluates student performance in comparison to other students nationally who take the 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-7 test is used to assess student achievement in five disciplines: reading, mathematics, language, science, and social studies.

We decided to use the MAT-7 because it reflects current emphasis on the assessment of critical thinking in a realistic context. In addition, the MAT-7 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. It measures thinking skills in all the content areas. 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.

By choosing the MAT-7, 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. This feedback system will initially use national, state, and local results of the MAT-7 as benchmarks. However, benchmarks will be moved over to the school's own standard, a higher standard, as testing data is accumulated.

Attachment 16

METHODS OF ASSESSMENT

Classroom Testing

Classroom testing will be administered in each subject to assess 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 develop to collect information from families on the school and staff, the survey will allow us to identify areas of great progress or potential areas of improvement.

Attachment 17

DIPLOMA

As we will provide education for grades K-8, high-school diploma requirements are not applicable to the Brooklyn Excelsior 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 Brooklyn Excelsior 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.

1. Responsibility for special education services.

Special education services at the Brooklyn Excelsior 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.

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 Brooklyn Excelsior 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 third party should the need arise.

The board of the Brooklyn Excelsior Charter School, through the School Administrator'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/teacher 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;
- Represent the charter school at the CSE of the student's district of residence;
- 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 appropriate;
- Provide instruction in an inclusion setting in a general education classroom setting, as appropriate;

- 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.

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

In partnership with our legal advisor and 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 will allow us to work in partnership with the student's district of residence to 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 School Administrator. 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 School Administrator to ensure ongoing and effective support for classroom teachers and students to identify children with special education needs. 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 and understanding of the issues affecting the student. As explained above, any child suspected of having a disability will be referred to the students' resident district CSE.

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

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 Brooklyn Excelsior 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 School

Administrator, ensure that substitute coverage is provided. The school's special education coordinator/teacher will provide copies of all progress reports and report cards to the 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 leadership, through the School Administrator's leadership, 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.

4. Compliance with Child Find requirements of IDEA.

The Brooklyn Excelsior 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 special education teachers) 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/teacher, working with the School Administrator, 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 federal law to the Local Education Agency.

The charter school will also 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 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 date (on/before)
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, National Heritage Academies.

7. Parent Notification of student process 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 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(b)

SPECIAL EDUCATION ASSURANCES

The board of the Brooklyn Excelsior charter school assures that it 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.

As more fully described in Attachment 18(a), our charter school board and founders make the following assurance as required by the Charter Schools Institute. Consistent with applicable law, work with student's district of residence 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;
- 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 teacher will retain such data and prepare such reports as are needed by each disabled child's school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations;
- 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 these 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 19

LIMITED ENGLISH PROFICIENT (LEP)

Screening

The school leadership team and faculty will work with students and families to identify English Language Learner (ELL) students through home language survey of non-native speaking households, teacher observation, and the Language Assessment Battery (LAB).

Identification of ELL students will be based on: (1) 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; AND (2) those students who score below 40% on the LAB. Students will be appropriately placed in our ELL program.

English Language Immersion Program

An English Language immersion program, or teaching all subjects in English, will be used to help 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 is a suitable program for our proposed school. 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.

Staffing and Resources

At this time, composition of the future student population is an unknown. Facility, staff and material requirements will be based solely on the number of students within the LEP

program. Every effort will be made to insure that LEP students are receiving the same opportunity for achievement as non-LEP students.

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.

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.

Measuring Progress

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. Program assessment and modifications will be made as necessary as a result of lack of ELL students' academic progress as measured by the LAB. Students will demonstrate their mastery and ability to be promoted from 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.

Placement in Disabled Classes

National minority students will not be assigned to classes for the disabled due to developing English skills.

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.

Attachment 20

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, 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, Brooklyn Excelsior Charter School will establish Accountability Plan 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. Parental permission is required to formally assess a student.

The Child Study Team may find that the student may benefit from programs for at-risk students.

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 21

OTHER TARGETED POPULATIONS

Consistent with the board's vision that the Brooklyn Excelsior 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 encouraged 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 **Brooklyn Excelsior 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 School Administrator serves as the meeting facilitator, guides the discussion and aides in the development of action plans. The School Administrator 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 schools 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

students may be paired up with younger students for Reading Buddy Day. The promotion of reading is a year round project for the Library Committee as well as establishing the library and its policies.

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(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 are also involved in the grade level planning with teachers of the same grade. They 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 23

Parents/guardians fitting the following categories were asked to sign the attached petition:

- Reside in Brooklyn;
- 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 Brooklyn Excelsior Charter School, should it ultimately be approved.

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

Another example of community support for a new charter school in Brooklyn is illustrated by the popularity of the Community Partnership Charter School, the one State University authorized charter school in Brooklyn. This school recently grew it's enrollment from 100 students to 150 students, and still has a waiting list of close to 100 additional students.

The Office of New York Council Member David Yassky

16 Court Street, Suite 1009 ■ Brooklyn, New York 11241 ■ ph: (718) 875-5200 ■ fx: (718) 643-6620

January 15, 2002

Charter School Institute
Penn Plaza, Building 1
Suite 735
Seventh Floor
New York City, New York 10119

To Whom It May Concern:

I am writing to express my support for the application of the Brooklyn Excelsior Charter School.

As an educator and someone concerned with the life chances of poor children, I have been interested in education issues for many years. As I am sure you are aware, there are over one million kids in the City's public schools and too many of them are not getting the basic education needed to succeed in life. The system is plagued by overcrowded classrooms, underpaid teachers, and a damaging lack of accountability. It is in response to these concerns and others that I believe the Brooklyn Excelsior Charter School will be a positive addition to our Brooklyn community.

First, as a Professor at Brooklyn Law School, I know that focused interaction between teachers and students is crucial for learning. I am impressed that The Brooklyn Excelsior Charter School emphasizes a structured learning environment with students spending substantial time on task.

Second, I believe no school can succeed without real accountability. As both a Charter School and a school committed to rigorous self-assessment, the Brooklyn Excelsior Charter School will provide a model for other public schools trying to hold themselves to high standards.

Finally, I have known Brooklyn Excelsior Charter School Board Member Julie Horowitz and her work supporting education efforts in New York and am enthusiastic to see her direct those energies to building a superb public school in Brooklyn. Whether teaching in public schools in South Africa or Lower Manhattan, Julie has demonstrated a deep commitment to the transformative power of education and I am convinced that Brooklyn and New York would be well served by having her involved as a Charter School board member.

All the best,



David Yassky
New York City Council Member

CC: Council Member Diana Reyna
Council Member Albert Vain
Council Member Tracy Boyland

DY:mj

1195 Bedford Avenue
Brooklyn, NY 11216-1815

January 8, 2001

Dear SUNY Board of Trustees:


My name is Mark Winston Griffith and I am the founding Executive Director of the Central Brooklyn Partnership and co-founder of the Central Brooklyn Federal Credit Union. As a long time advocate on behalf of the low and moderate income residents of Bedford-Stuyvesant and Central Brooklyn I am delighted to endorse the application for the Brooklyn Excelsior Charter School.

Through the Central Brooklyn Partnership we have worked to rebuild the economies of neighborhoods like Fort Greene, Clinton Hill and Bedford-Stuyvesant. While much of our effort has been focused on issues of access to capital and community reinvestment, many of our initiatives also focus on youth. For example, the Partnership runs a Youth Empowerment Program, a leadership development and a financial education program for young people. Consequently, I am very interested in any effort that can further assist the youth of Central Brooklyn get access to better quality education and leadership training. Further, I am confident that the Brooklyn Excelsior Charter School's mission of providing students a challenging academic program while also instilling a sense of family, community and leadership would be warmly received.

Another reason I am happy to support the Brooklyn Excelsior Charter School is because of my personal knowledge of the people involved. I have known and respected board member Omar Wasow going back nearly a decade to when both he and I were involved in a program called Strictly Business. That program tried to motivate high school drop-outs to get their GEDs through entrepreneurship training and Omar's work as the Assistant Director of Strictly Business was essential to its success. I have also known and worked with Julie Horowitz since 1993 and both she and I are fellows in the Next Generation Leadership program sponsored by the Rockefeller Foundation. Throughout that time I have found her to be a thoughtful and charming person of enormous integrity.

Should you approve the Brooklyn Excelsior Charter School, I'm convinced that you will be making a significant contribution to improving the quality of our neighborhood.

Sincerely,



Mark Winston Griffith
Executive Director

SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGES
THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

	Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelsior Charter School	Number of Eligible Children
1					yes	2
2				Parent yes	yes	2
3				yes	yes	2
4				yes		1
5				yes	yes	2
6				yes	yes	—
7				yes	yes	1
8				No	yes	0
9				No	yes	
10				no	yes	1

REDACTED

I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE
THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

	Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelsior Charter School	Number of Eligible Children
1	[REDACTED]			—	—	—
2	[REDACTED]			No	No	—
3	[REDACTED]			No	No	—
4	[REDACTED]			No	Yes	—
5	[REDACTED]			No	Yes	—
6	[REDACTED]			Yes	—	—
7	[REDACTED]			Yes	Yes	2
8	[REDACTED]			yes	Yes	1
9	[REDACTED]			yes	Yes	2
10	[REDACTED]			Yes	No	1

REDACTED

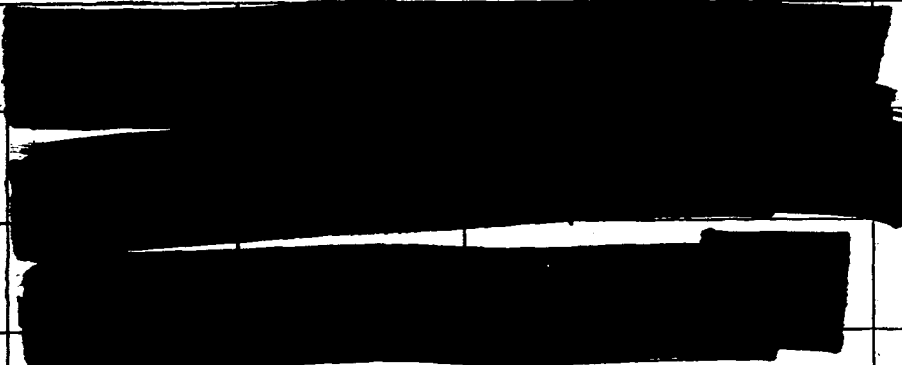
I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE
THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOLS

	Name	Signature	Address	I Am A Parent/Guardian of	If Approved, I Will Strongly Consider	
				A Child Whose Grade Level the Charter School Intends to Serve	Enrolling My Child In the Brooklyn Excelsior Charter School	Number of Eligible Children
1					Yes	1
2				Yes	Yes	4
3				Yes	Yes	1
4				Yes	Yes	1
5				Yes	Yes	2
6				No	Yes	0
7				No	No	—
8				No	No	—
9				Yes	Yes	2
10				No	No	—

REDACTED

REDACTED

I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL.

	Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelsior Charter School	Number of Eligible Children
1				yes	yes	2
2				yes	yes	2
3				no	yes	0
4						
5						
6						
7						
8						
9						
10						

REDACTED

REDACTED

OK

I SUPPORT THE BROOKLYN EXCEL SIOH CHARTER SCHOOL PROPOSAL AND I URGE
THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

			I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child In the Brooklyn Excelator Charter School	Number of Eligible Children
Name	Signature	Address			
			NO	N/A	
1					
2			yes	yes	1
3			yes	yes	3
4			yes	yes	1
5			YES	YES	1
6			NO	NO	0
7			NO	NO	0
			YES	YES	4
			yes	yes	2
			yes	yes	6

REDACTED

REDACTED

I SUPPORT THE BROOKLYN EXCELSION CHARTER SCHOOL PROPOSAL AND URGE THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL.						
Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelator Charter School	Number of Eligible Children	
1			No	No	0	
2			No	No	0	
3			No	No	0	
4			No	No	0	
5			No	No	0	
6			NO	No	0	
7			No	No	0	
8			No	NO	0	
9			Yes	Yes	5	
10			Y	Y	1	

I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL.

			I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child In the Brooklyn Excelsior Charter School	Number of Eligible Children
Name	Signature	Address			
1	[REDACTED]	[REDACTED]			
2	[REDACTED]	[REDACTED]	Yes	Yes	2
	[REDACTED]	[REDACTED]	Yes	Yes	2
	[REDACTED]	[REDACTED]	No	No	0
	[REDACTED]	[REDACTED]	Yes	Yes	2
	[REDACTED]	[REDACTED]	No	No	0
	[REDACTED]	[REDACTED]	Yes	Yes	1
	[REDACTED]	[REDACTED]	No	Yes	0
	[REDACTED]	[REDACTED]	No	No	0
	[REDACTED]	[REDACTED]	Yes	Yes	1

REDACTED

SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE

THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

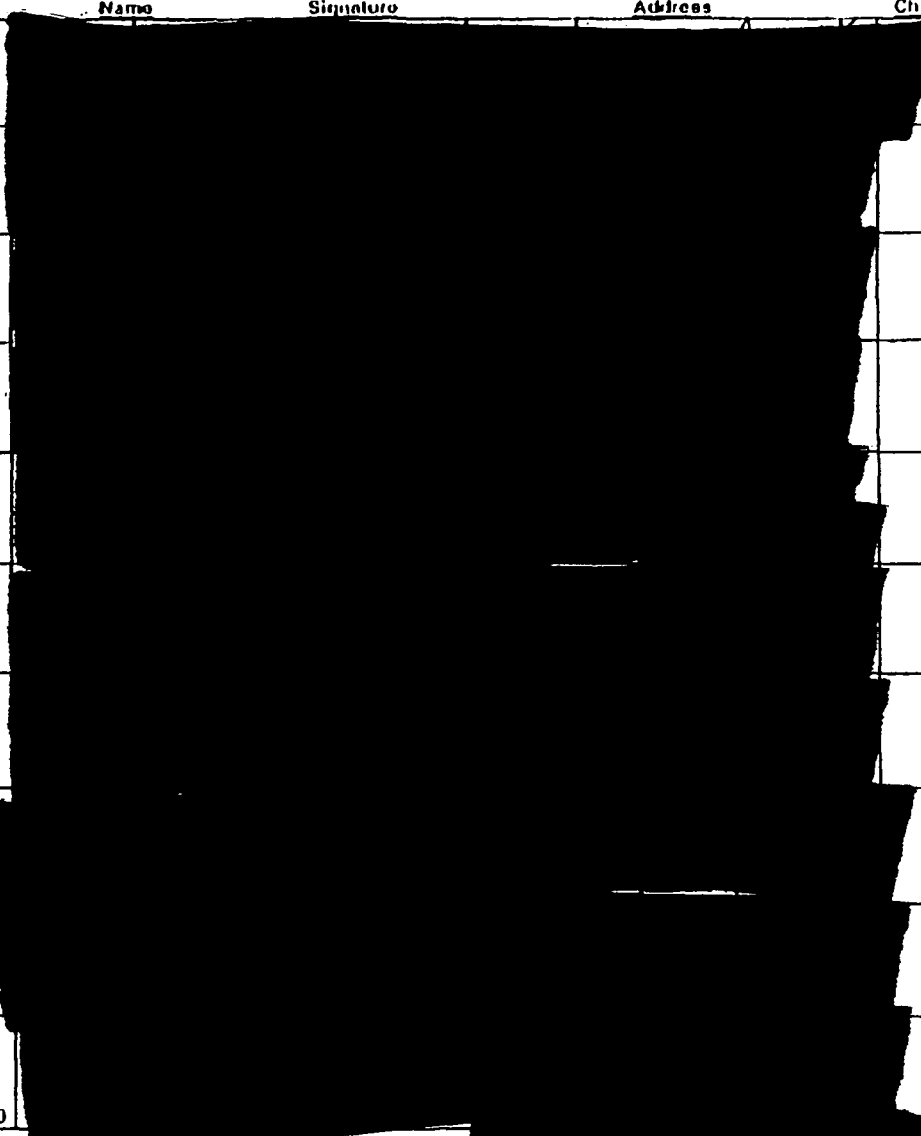
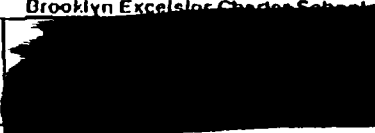
	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child In the Brooklyn Excelsior Charter School	Number of Eligible Children
1			Yes	Maybe	1
2			No	No	0
3			No	No	0
4			Yes	No	2
5			No	No	0
6			No	No	0
7			No	No	0
8			No	No	0
9			yes	yes	11
10			yes	yes	21

REDACTED

I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL.						
Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelsior Charter School	Number of Eligible Children	
1			Yes	Yes	1	
2			Yes	Yes	1	
3			yes	yes	4	
4			yes!	yes!	2	
5			No	No	0	
6			YES	YES	1	
7			yes	yes	1	
8			yes	yes	01	
9			Yes No	No	0	
10			Yes Yes	Yes	1	
11			Yes	yes	1	
12			NO	Yes	0	
13			yes	yes	1	
14			yes	Yes	2	
15			NO	NO	0	
16			NO	Yes	0	
17			yes	yes	1	
18						
19						
20						


I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE

THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

	Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child In the Brooklyn Excelsior Charter School	Number of Eligible Children
1						2
2				Yes	Yes	1
3				N	N	0
4				YES	YES	2
5				Yes	Yes	1
6				YES	Yes	3
7				NO	NO	0
8				YES	Yes	1
9				Yes	Yes	1
10				No	No	0

REDACTED

I SUPPORT THE BROOKLYN EXCELSIOR CHARTER SCHOOL PROPOSAL AND URGE
THE STATE UNIVERSITY OF NEW YORK BOARD OF TRUSTEES TO FORMALLY APPROVE THE PROPOSED CHARTER SCHOOL

	Name	Signature	Address	I Am A Parent/Guardian of A Child Whose Grade Level the Charter School Intends to Serve	If Approved, I Will Strongly Consider Enrolling My Child in the Brooklyn Excelsior Charter School	Number of Eligible Children
				N	N	0
2				Y	Y	3
3				Y	Y	1
4				Y	Y	2
5				Y	Y	1
6				Y	Y	1
7						
8				Y	Y	1
9				N	N	0
10				N	N	3

REDACTED

ATTACHMENT 24

As the **Brooklyn Excelsior** 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, and New York City Board of Education, the New York City Board of Education will be required to transfer to the **Brooklyn Excelsior** charter school approximately \$7,006 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 the New York City School District spends approximately \$9,623 per pupil (according to the most recent data provided by the New York City Board of Education) will retain \$2,617 for each student who will be attending the charter school even though the district will no longer have the responsibility for or cost of educating these children. Accordingly, during the first year of operation it is projected that the school district would be required to transfer \$1,681,440 to the charter school, while retaining \$628,080 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 (a pending lawsuit and unsettled New York State budget at the time of writing this application made us feel using today's dollars would provide for the most conservative budget projections and prevent us from being overly optimistic – with operating deficits in future years being the result), shows the following impact to the New York City school district:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Enrollment	240	480	555	630	655
CS Funding	\$1,681,440	\$3,362,880	\$3,888,330	\$4,413,780	\$4,588,930
District Savings	\$628,080	\$1,256,160	\$1,452,435	\$1,648,710	\$1,714,135
Approx. Percentage of District Budget	.01%	.02%	.025%	.03%	.035%

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 I 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 New York City School District. The Charter Schools Act requires that admission 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,

Attachment 24

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 tuition. Additionally, as the Brooklyn Excelsior 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 655 students, while the New York City School District serves over one million students. Accordingly, enrollment at the charter school will be less than one percent of the total enrollment for the district and it is highly unlikely that such a minimal impact will require programmatic changes on behalf of the New York City Board of Education.

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 26**PROPOSED BOARD OF TRUSTEES**

(Addresses of board members are work addresses, Mr. Bernard, Mr. Skeete, and Mr. Wasow are residents of Brooklyn, N.Y.)

1) James Bernard, Senior Communications Fellow

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

2) Thomas Lehrman, Co-Chief Executive Officer

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

3) Ronald Skeete, Unit Director
Madison Square Boys and Girls Club
Flatbush Clubhouse

[REDACTED]
Brooklyn, NY [REDACTED]
[REDACTED]

4) Omar Wasow, Executive Director, Blackplanet.com

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

5) Julie Harowitz

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

6) Ian Rowe

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

7) Kay Madati

[REDACTED]
New York, NY [REDACTED]
[REDACTED]

Response to "Request for Information from Prospective Charter School Board Members"
By James Bernard
August 24, 2001

Background

Question 1: Below is a synopsis of my educational and employment history.

James Bernard is the Senior Communications Fellow at [REDACTED]. In the 1990s, he launched the top two hip-hop magazines in the urban market today, The Source and XXL. Bernard has written about popular culture for the New York Times, the Village Voice and Entertainment Weekly. He is also the co-author of The Book of Rock and Rap Lists (with Dave Marsh).

Bernard [REDACTED] sits on the Board of the Fortune Society, which provides social services for young people who have been through the criminal justice system. He has represented health care workers as a field representative for SEIU Local 250 in Northern California and has been a consultant for the Rockefeller Foundation.

Last summer, Bernard sat on the Independent Judiciary Screening Panel, which selected nominees for the New York State Supreme Court on behalf of the Democratic Party. He was a commissioner for the National Criminal Justice Commission, whose report, *The Real War on Crime*, was a national bestseller. He also has a seat on the nominating committee for the Rock and Roll Hall of Fame. A native of Nashville, TN, Bernard graduated from Brown University (with Honors in 1987) and Harvard Law School (cum laude, in 1992).

Question 2: I will be at least 18 years old by January 1, 2002.

Question 3: I was approached by Omar Wasow to sit on this board.

Question 4: I have made a commitment to living in Brooklyn with my family for the foreseeable future. My wife and I have a ten-month-old son, so I see this as an opportunity to lay the groundwork for his educational future.

Question 5: I have not served on a similar board before. I wish to serve in this capacity because I see this as a vital part of my service to my community.

Question 6: The appropriate role of a public charter school board member is to provide leadership and set the tone for the endeavor. Any board member should be an advocate for the children and the parents.

REDACTED

Question 7: Throughout my career, I have demonstrated a capacity for bringing diverse people together in pursuit of a well-defined goal. I can help make everyone feel heard and valued. That is my greatest talent.

Question 8: In one year, I see the school successfully demonstrating its viability. By year four, I expect our school to be a model for the rest of the country.

Question 9: I would confront that board member (or those members, as the case may be) and do whatever I can to have them correct their behavior or resign from the school board.

Question 10: For about seven years, Omar Wasow and I have been close personal friends. We are generally in the same industry (that being the nebulous nexus of media and social activism) and have appeared together on panels.

Question 11: Neither my wife nor I know any such people.

Question 12: Neither my wife nor I know any such people.

Question 13: I do not know any such people other than one meeting with Nicholas J. Paradiso of National Heritage Academies. My wife does not know any such people.

Question 14: Neither my wife nor I have any such interest.

Question 15: I do not anticipate attempting to conduct any such business.

Question 16: I know of no such potential conflicts of interests.

Question 17: The school's mission will be to do whatever is in the best interest of the children who attend.

Question 18: I am familiar with the educational program that the school proposes to utilize.

Question 19: The characteristics of a successful school include an environment where the children feel safe and valued, and where the educators feel supported. The board of the school needs to be visible and in touch with parents. Board members should also visit the school regularly to see for themselves what is going on. Board members should be accessible and responsive to parents and teachers as well as the students.

Request For Information From Perspective Charter School Board Members

Thomas Lehrman, Founding Board Member of the Brooklyn Excelsior Charter School

Background

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

I am a graduate of Duke University and will begin attending Yale Law School beginning this September.

I left my position as an investment analyst for the Tiger Management Corporation to create the [REDACTED], a financial research and publishing firm, in 1998. Recognizing that value in research comes from specialization and customer focus, my partner Mark Gerson and I directed our efforts toward providing research to the professional investment community in industries that were undergoing consistent technological and regulatory change. The global communications and healthcare industries became the focus of our first two practice areas.

In early 1999, [REDACTED] group responded to an increasing demand from fund managers for more systematic access to industry experts by founding The Council of Advisors, an international association of academic and industry thought leaders collaborating with investment professionals. By the end of 2000, eighty of the world's largest global investment firms were active subscribers to [REDACTED]'s research and consulting services. In early 2000, we launched our Power and Energy practice to meet the growing need for independent, accurate insight about the global energy industry.

I currently serve as Chairman of the [REDACTED] an operating foundation that promotes school innovation.

As mentioned above, I will soon step down as Co-CEO of the [REDACTED] and pursue a personal dream of attending Yale Law School. I will maintain my position on the company's Board of Directors.

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 proposal and the opportunity to be involved as a board member through the New York Charter School Resource Center.

Please explain why you wish to serve on the board.

I have long been a supporter of increasing educational opportunities for New York City students and have been involved in numerous other efforts to improve the quality of education – whether it be through private, charter, or traditional public schools – provided to our children

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 currently serve as Chairman of the Lehman Institute, a not-profit organization that focuses on the areas of school innovation and education reform.

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

I believe that the proper role of a charter school board, in total, is to help set – in cooperation with the school's Principal – the overall mission and vision of the charter school and to ensure that these goals are carried out. The board should not be involved in the day-day functioning of the school, but rather delegate that responsibility to the staff leadership at the school. As a board, we must hold the school, and ourselves, accountable for meeting the objectives of our charter school as agreed to in our charter agreement with the chartering entity.

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

I think my experience as serving as a board member of a not-profit corporation will help the board develop our governing policies and guidelines. Also, I believe my experience with creating the Gerson Lehrman group will also benefit this project as it also is a brand new venture that will face many hurdles, challenges, etc. that all new organizations must successfully navigate.

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

Logistically speaking, our proposal calls for the school to open in year one serving 240 students in grades Kindergarten through the 5th grade. By year five of the charter, the school is scheduled to serve up to 655 children in grades Kindergarten through 8th grade.

Concerning the culture of the school, I forecast the first year to be one of finding our way and putting in place the fundamental pieces for creating a school that include a culture of high standards for both faculty and students. The first and most important piece to this puzzle will be working with National Heritage Academies to select an outstanding individual to be the Principal of our school. This first school year also will provide us with important baseline indicators – through state assessments and our own assessments – of students' achievement levels.

Forecasting four years ahead, I envision a school with a seasoned pro as the Principal of the ever-improving Brooklyn Excelsior Charter School. The principal will have team of dedicated professionals working with her to carry out the objectives of our charter school. I fully expect that student achievement will have improved each year.

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)?

My first approach would be to candidly approach the board member(s) for more information about my concerns. If based on these initial conversations I was not satisfied that no such conflicts were occurring, I would approach the board's attorney and seek his/her counsel as to the best course of action. After consulting our attorney, I would bring the issue up at a board meeting and work with the other board members to seek the most appropriate remedy to ending any existing conflicts of interest among the board member(s) in question, including consideration of asking for the board member(s)' resignation.

Conflict of Interest

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

I obviously have come to know the other founding board members quite well during this application-development process, but I did not know any of them prior to this project. I had met Omar Wasow previously through mutual friends.

My wife does not know any of the other founding board members.

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

We do not know any individuals as described above.

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.

We do not know any individuals as described above.

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.

Prior to his employment with National Heritage Academies, I had met Nick Paradiso, Regional Director of New Business Development, through a mutual friend, at a charter school conference in New York City and at a couple of other education-reform-related events/meetings.

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.

My wife and I do not have any of the relationships as described above with National Heritage Academies.

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 Brooklyn Excelsior charter school proposal as an effort by the founding board, in partnership with National Heritage Academies, to create a new public school alternative in Brooklyn, NY. The overall goal of this school will be to provide children with an academic program in grades Kindergarten through eight that will give them the tools needed to succeed in school.

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

I have become increasingly familiar with our proposed educational program through my involvement 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 absolute key ingredient to a successful organization is to have the right team in place from top to bottom. Concerning our proposed charter school, it is essential that we have strong leader as Principal from "day one." Our school principal then must work with the Board to select a supremely qualified faculty and staff. I will take in active role, with my fellow board members, to seek out, interview, and ultimately select the Principal and key staff and faculty members that will comprise the leadership of the charter school.

Appendix C:Request for Information from Prospective Charter School Board Members
for Ronald S. SkeeteBackground

1. See Attached Resume.
2. I will be 30 years of age by January 1, 2002. Birthdate [REDACTED]
3. I have been aware of the Charter School Movement for a number of years. I became aware of this opportunity through a colleague, Omar Wasow.
4. I have dedicated the last 10 years of my professional life to the development of youth. During this time I have become all too familiar with the Educational System and it's shortcomings. I am a product of this same system. Serving on the Board would give me the opportunity to have a greater impact on the system that is responsible for creating productive and competent adults.
5. I have served as a Committee Member and Officer for a number of Boards. Currently, I am Vice President of Grey Ghost Management Corporation (Cooperative Board), and an Officer of the Board of Directors for the Youth Empowerment Mission, Inc. a Brooklyn based youth program.
6. The Public Charter School Board member is a volunteer who has the responsibility of providing the direction and oversight for the school. The Board Member ensures that the school is legitimate in its operation and adheres to the guidelines of its charter.
7. As outlined in my resume, I bring years of experience working with urban youth and their families. This experience has been in both educational and recreational settings. I also have extensive experience in training youth staff, community organizing, and resource development.
8. In one year I see the school operating with a minimum of 100 students in a normal manner. In four years, I see the school with a minimum of 500 students with it's own building. At this time there are also strong collaborations with various agencies for mentoring and employment opportunities. The school is recognized as a leader in education fundamentals.
9. I would bring the matter to the attention of the Board President. Hopefully an Investigative Committee would be developed to resolve the matter. In the event this is not productive, I would contact the Charter School Institute.

REDACTED

Conflict of Interest

10. I have met some of the other prospective Board Members. My wife does not know any of the prospective Board Members.
11. My spouse and I do not know anyone who is a prospective employee at this time.
12. My spouse and I do not know anyone who plans to do business with the school at this time.
13. My spouse and I do not know anyone who is an employee, owner or agent of an educational service provider at this time.
14. My spouse and I do not know anyone who is an educational service provider at this time.
15. At this time I do not plan on conducting and business with the educational service provider or the school.
16. I do not foresee any potential ethical or legal conflicts of interests should I serve on the board.

Educational Philosophy

17. I understand the National Heritage Academies mission to be a premier learning institution that focuses on the rudimentary elements of education. The school combines this with moral concepts that help to develop a well-rounded child.
18. I am aware of the Hirsch Core Knowledge Sequence that the school uses as well as the Greek Cardinal values it uses for moral reinforcement.
19. The characteristics of a successful school start with a strong educational foundation. On that foundation there must be dedicated and competent staff that work closely with the parents and community. Working together ensures the success of the school and ultimately the children. To ensure the schools success the Board would have to remain actively involved and aware of student progress and parent satisfaction. This must be an ongoing process to assess our progress with the input of our "clients."

RONALD S. SKEETE

Home [REDACTED] Brooklyn, New York
 Business [REDACTED]
 E-mail [REDACTED]

SUMMARY:

Dedicated Human Services professional, experienced in the empowerment and support of School-Aged Children and their families, in urban communities. Special skills also include:

- Community Organizing
- Mediation
- Project Management
- Fiscal Management
- Program Development
- Resource Development

EXPERIENCE:

Madison Square Boys & Girls Club
Unit Director

Brooklyn, New York
 10/98 to Present

Manage overall operation of second largest clubhouse in organization, serving approximately 2,000 youth annually and 300 daily. Supervised staff of 30. Managed clubhouse budget of over \$700,000. Work with Board of Managers to develop and implement fundraisers for club. Develop community collaborations to enhance work of club. Contact, compile and review bids for Capital Improvements.

- Created Minimal Essential Standards for the entire organization for program continuity and excellence

Program Director

6/96 to 9/98

Supervised day-to-day operation of After-school and summer programs in Boys & Girls Club setting. Responsible for recruiting and training staff to deliver quality educational and recreational programs for approximately 2,000 youth age 6 – 18. Prepared qualitative program and statistical reports for Executive Director.

- Coordinated Annual Fall Training Conference for over 100 staff members' city-wide.

Science Skills Center, Inc.
Program Director

Brooklyn, New York
 7/94 to 6/96

Manage overall After-school and summer programs for four sites throughout New York City. Assist in the creation and implementation of administrative and fiscal policy. Liaison to Collaborative Partners. Responsible for Program Development, Proposal Writing, and Public Relations. Recruit and train Educational staff in Science Skills Center Culture, Teaching Approach, and Classroom Management. Review Educational Curriculum. Coordinate all excursions and special events. Oversee Summer Youth Employment Program. Maintain

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contract compliance. Prepare programmatic reports for Board of Directors, Executive Director and Funding Sources.

- Created Site Administrative Manager Handbook.
- Designed donation strategy that resulted in a 50% increase in family donations.
- Developed tools for improved monitoring, processing and placement of students

Site Coordinator

9/92 to 6/94

Supervise day-to-day operation of the Center's National Science Foundation Replication Site consisting of five instructors and approximately 150 students ranging in age from seven to sixteen years of age. Ensure a productive educational climate centered on amicable instructor, parent and student relations through mediation and counseling. Recruit and interview prospective families. Track individual student progress. Compile weekly qualitative report on site activities. Conduct Parent Meetings. Coordinate fundraising events.

- Established Brooklyn and Queens replication sites
- Developed link with Long Island Jewish Hospital for career exploration and facility tours.

State University of New York at Stony Brook
Resident Assistant

Stony Brook, New York
8/91 to 8/92

Counsel residents on educational and social issues. Organize group activities for residents. Assess and distribute property inventory.

- Conducted conference on Race Relations that received the University's Programming Appreciation Award.

EDUCATION:

Fordham University
Master of Science in Adult Education and Human Services

New York
1995

State University of New York at Stony Brook
Bachelor of Arts in Economics

Stony Brook, New York
1992

OTHER SKILLS:

Certified in CPR and Basic First Aid.
Certified School-Aged Child Care Director
Computer competent in Microsoft Office 2000

REFERENCES:

Furnished upon request.

Omar Wasow, Answers to Appendix C

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

Omar Wasow, [REDACTED] is the Executive Director of Blackplanet.com at Community Connect Inc. and the Internet Analyst for MSNBC and WNBC.

Under Wasow's guidance, BlackPlanet.com was launched in September 1999 and has grown at phenomenal pace to become the leading site for African Americans and among the 50 most heavily trafficked sites on the Net. In addition, Blackplanet.com was ranked among the top ten "stickiest" sites on the Web by both MediaMetrix and Nielson/Net Ratings' recent tabulations of where internet users spend most time.

Commenting on Blackplanet.com's extraordinary growth, industry newsletter MIN's *New Media Report* stated "Blackplanet.com defies trends and precedents," and "this site has gained more traffic faster than any content provider we have ever seen in these charts."

In addition, Wasow works to demystify technology issues in his role as the Internet Analyst for MSNBC and NBC's flagship New York TV Channel WNBC. Wasow even tutored Oprah Winfrey in her first exploration of the Net in the 12 part series *Oprah Goes Online*. *The New York Times* noted that he "is a perfect ambassador for the new pundits," and that "his well researched ruminations win almost universal praise."

Programming from the age of 11 and online for the first time at 12, Wasow has honed his high-tech skills for nearly two decades. As a result of his experience Wasow has become a leading commentator on the challenges and opportunities of the new media and the new economy. Formerly the founder of New York Online, Wasow has been described by the *New York Times* as a "Silicon Alley's Philosophy Prince" and by *Newsweek* magazine as one of the "fifty most influential people to watch in cyberspace." *Successful Meetings Magazine* named Wasow as one of the "21 Top Speakers for the 21st Century."

Active in a number of social issues, particularly school reform, Wasow served as the Co-Chair for The Coalition for Independent Public Charter Schools. The *Forward* newspaper credited Wasow for his efforts to help push through charter school legislation in New York State. Wasow is also a member of several non-profit boards, including the New York Software Industry Association and

REDACTED

Lauryn Hill's The Refugee Project. As a result of Wasow's long standing commitment to civic participation, he was selected to be a fellow in the Rockefeller Foundation's Next Generation Leadership Program.

For his undergraduate studies Wasow completed a major in Race and Ethnic Relations at Stanford University. Following school he worked on the Advance Team of Freedom Summer '92 coordinating a 22-city cross-country voter registration drive. Later, he became the Assistant Director of Strictly Business, a non-profit job training program that taught legal entrepreneurship to ex-drug dealers. Wasow lives in Brooklyn, New York and can be reached at omar@mail.blackplanet.com

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

I was born in [REDACTED] and therefore will be [REDACTED] on January 1, 2002.

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

I have been interested in charter schools for many years now and have applied to start a charter school twice before.

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

I wish to serve on the board because I am a passionate believer in the potential of quality education to transform the life chances of poor children. I have been involved in the charter school movement for a number of years because I am convinced that creating excellent alternative schools is essential to improving the quality of education available to all children. In addition, I am excited about the team represented on this board, the efficacy of National Heritage Academies program and the potential to have an impact in our local community of Brooklyn

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

Though I have not been on the board of a school district or non-public school, I have been on the boards of several non-profit corporations with varying degrees of relevance to issues of education and youth. Below I have outlined the years I was involved, the name of the organization, my role and the focus of the non-profit:

- 1992-1993 **Strictly Business, Assistant Director**
Taught entrepreneurship to high school drop-outs.
- 1993-1998 **Third Wave Foundation, Board Member**
Supported feminist causes among young women.
- 1997-2000 **WorldStudio, Board Member**
Gave scholarships to students of color to pursue design careers.
- 1997-2000 **The Refugee Project, Board Member**
Rapper Lauryn Hill's foundation that provide youth services.
- 1999-2001 **New York Software Industry Association, Board Member**
Supports tech industry and education in New York.

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

It is my understanding that as board member I will need to oversee the direction, focus and execution of the school, in particular the work of National Heritage Academies. In that capacity, we will meet monthly about management and operational issues for the school and ensure that National Heritage Academies is meeting the standards we have set for the school. In addition, as chair of the board, I will have the responsibility of managing the board and ensuring that it functions effectively.

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

I would bring expertise in three areas to the board. First, I have extensive experience running new organizations and solving the problems that young, growing organizations face. In my work at Strictly Business, New York Online and BlackPlanet.com I have had to help build a team, create a common goal, and coordinate numerous priorities to ensure a successful outcome, all of which will be essential in launching a new school.

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

Having helped start several organizations from scratch, my primary objectives for the first year would to focus on the most basic educational and logistical goals. In the first year the school would need to have a stable and cohesive organization, a clear mission, a pleasant and functional work space and effective teachers and curriculum. Students would need to be recruited and deeper relationships with organizations that could support the school or refer students would need to be cultivated. Though ideally the educational outcomes of students

would exceed that of comparable schools, in the first year, a realistic goal would be simply to meet all existing standards and expectations.

Projecting four years into the future the school would need to move from a focus on being competent to being excellent. Over the four year period we will need to devote enormous energy to three main areas. First, the school will need to be exceptionally good at recruiting and retaining superb teachers and administrators. Second the school will need to maximize the involvement of parents and the surrounding community to truly harness all of the resources at our disposal. Finally, the school will need to manage growth effectively as the number of students attending the school and the corresponding demands increase.

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

If one of the school's board members are alleged to involved in any sort of self-dealing, the appropriate response would be to review the matter at a board meeting. The board must then pursue a fair but thorough inquiry into the matter and determine whether the board member in question has violated their obligations to the school. The board must behave in fairly while also acting in the best interests of the school. Depending on the severity of the allegation, lawyers representing the board and the board member should be present at some or all of the meetings.

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

I am friends with all of the other board members. Both Ronald Skeete and I are alumni of the same high school, Stuyvesant. [REDACTED]

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

I do not know any of the prospective school employees.

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

I do not know anyone that plans to do business with the school.

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

I know Nick Paradiso at National Heritage Academies from our work in the past advocating for a charter school bill in New York.

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

I have no direct or indirect ownership, employment, contractual or management interest in the National Heritage Academies.

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

Outside of school business, I do not expect to conduct any business with National Heritage Academies.

16. 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 from serving on the board.

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

Our mission is to provide a superb education to children of under-served communities in Brooklyn through using a curriculum that focuses on core knowledge and basic skills. It is the belief of the board and the school that the best way to help disadvantaged young people excel in the contemporary world is to provide them with an excellent foundation in the core academic disciplines.

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

I am familiar with the core knowledge approach to education.

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

I believe that the three key qualities of successful schools are having a strong leader, a clear mission and a collegial atmosphere among the staff. Toward that end the board would devote much of its initial energy to ensuring that the administration and teachers are a first-rate and cohesive group with a shared sense of purpose. Beyond assembling the right team and keeping them focused on the mission, the board will also need to make sure that problems within the school are handled in a professional and timely manner. Finally, the board will need to focus on staying effective itself. Inactive or otherwise inappropriate board members will need to be phased out and new board members added. In addition, the board will need to constantly focus on steering the school in the proper long term direction.

Julie Horowitz, Answers to Appendix C

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

For more than a decade, Julie Horowitz has worked as an executive, consultant and advisor to a wide variety of public, private and non-profit educational organizations, including some of the nation's leading childcare providers, charter schools, and educational technology companies.

Beginning her career as a public school teacher in New York City and Cape Town, South Africa, Julie honed her business skills as an equity research analyst at Furman Selz LLC, a subsidiary of the ING Barings Group. While at Furman Selz, Julie was one of the first analysts to provide the institutional investment community with research coverage of companies in the for-profit education industry. She left Wall Street to lead business development efforts for two education companies - ChildrenFirst, Inc., a corporate childcare provider, and Skoodles Inc., a children's Internet company.

Julie received her BA and MBA degrees from Yale University, studied as a Fulbright Scholar in South Africa, and served as an Urban Fellow in New York City. She serves on the boards of multiple non-profits, including Jumpstart New York (an early-childhood non-profit) and All Our Kin (a New Haven-based child care and job training program). She was recently selected by the Rockefeller Foundation as one of 23 national leaders for its Next Generation Leadership initiative to discover ways to strengthen U.S. democracy in the 21st century.

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

I was born in [REDACTED] and will therefore be [REDACTED] on January 1, 2002.

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

I became aware of the proposed charter school from Omar Wasow, whom I have known for many years.

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

I wish to serve on the board because I strongly believe that high quality education has the potential to be a great equalizer in our society. In the early 1990s, I was part of a small

REDACTED

group of teachers who helped to found two schools – one in Cape Town, South Africa, and one in New York City. However, I was frustrated by both experiences, largely due to problems I deemed systemic. I am excited about starting a charter school – within a charter system with some freedoms from the central Board of Education, and greater accountability at the same time.

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

I have never served on the board of a school district or a school, but I have served on the boards of several non-profits that work with children. The two most relevant are the following:

1998 – present, Founding Board Member, All Our Kin, New Haven, CT. AOK is a non-profit early childhood program in which single parents on public assistance meet state workfare requirements by working with their own children in an on-site lab school. At the same time, these parents are training to become professional early childhood educators themselves. Upon graduation, they establish family day cares or obtain positions at existing day care centers, thus expanding the number of safe, high-quality day care options available in their community.

1998 – present, Board Member, Jumpstart New York, New York, NY. Jumpstart pairs highly-trained college students with preschool children struggling in Head Start and other early learning programs for one-to-one tutoring in school readiness skills. Jumpstart provides a high-quality, comprehensive program that focuses on the development of the child, his or her family, and the college student serving as an AmeriCorps member. Through these three program areas — school success, family involvement and future teachers — Jumpstart works to create an environment of life-long learning for children. Jumpstart New York is one of 19 local affiliates of the national organization.

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

I understand that, as a board member, I am part of a team responsible for overseeing and helping to guide the vision and execution of the school. In our case, we have particular responsibility for overseeing the work of our partner, National Heritage Academies. I understand that we will meet approximately monthly to discuss a wide range of school issues, including personnel, management and other operations.

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

I bring experience in both education and business to the board. My educational experience includes 12 years as a student in the New York City public school system, and two years as a classroom teacher. My business experience includes a decade of work as an executive, advisor and consultant to a wide range of educational organizations. As a Wall Street analyst, I became an expert in the education industry, and in the operations of education management companies such as National Heritage Academies. At ChildrenFirst and Skoodles, I worked in a business development capacity to help grow education businesses. And as a consultant today, I work with numerous clients on strategy, growth planning and business development. I believe that all of this experience, coupled with my other non-profit board experience, should be relevant and useful for this board.

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

I believe that the first year should be dedicated to establishing the school, including a clear development of the mission and educational program, development of the school facility, and hiring of the principal, teachers and other staff. We should also develop all the basic school policies and operating procedures. We should aim to firmly establish our systems, and relationships in the community, in order to ensure our ability to grow and meet and exceed our academic expectations for our students in the years to come.

Four years into the future, I would hope that the school would, first and foremost, exceed the academic expectations that we set for our students. I also hope that we have become a school that attracts and retains the best teachers. I would expect that we have established ourselves as an important community institution, with terrific relationships with other surrounding community organizations. And lastly, I expect that we can adapt and be flexible as we grow so as to meet the growing and unexpected needs of our students.

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

I think such matters should be dealt with at Board meetings, and, in particular, the Board chair should take primary responsibility for the process. We would need to fully inquire about the matter at hand, and determine the most appropriate actions, if any. The Board must act in the best interest of the school, but must also treat the board member fairly at the same time. We should seek legal counsel also, if appropriate.

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

I am friends with Omar Wasow and Ian Rowe. I am not married.

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

I do not know any of the prospective school employees.

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

I do not know anyone that plans to do business with the school.

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

I have met Nick Paradiso at National Heritage Academies, in our work to prepare this application.

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

I have no direct or indirect ownership, employment, contractual or management interest in the National Heritage Academies.

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

Outside of school business, I do not expect to conduct any business with National Heritage Academies.

16. 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 from serving on the board.

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

By using a core knowledge-based curriculum, our mission is to provide disadvantaged students in Brooklyn with the highest quality education possible. We believe that an academic program grounded in core academic disciplines and basic skills is the best way to help ensure that disadvantaged children excel in school, and in life.

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

I am familiar with the core knowledge approach to education.

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

I believe that a successful school must have a clear sense of mission, and a cohesive team of educators aligned to carry out that mission. I also believe that it is particularly essential that the school be led by a very strong leader/principal. As a board, we will need to ensure that we hire a top-notch principal, and we will support that principal in the hiring of other staff, and other matters essential to executing the school's mission. In addition, it is critical that the principal be held accountable to specific goals and objectives that we define.

JULIE H. HOROWITZ

New York, NY

education
1995 - 1997**YALE SCHOOL OF MANAGEMENT**

NEW HAVEN, CT

MBA, 1997. *Co-president*, Education Student Interest Group. *Director*, School/Business Connections, a conference organized by the Yale Forum on Education. *Project leader*, Outreach Management Consulting for West Haven Child Development Center. *Consultant*, Dwight School Campus project, a collaborative Yale/HCTD effort. *Fellow*, the Yale Bush Center in Child Development and Social Policy. Awarded *Distinction* in Entrepreneurship seminar. Relevant coursework at the Yale Law School and the Yale School of Architecture.

1992 - 1993

THE UNIVERSITY OF CAPE TOWN

CAPE TOWN, SOUTH AFRICA

Fulbright Scholar. *Founding teacher*, Zonnebloem School. Developed and taught math and English classes for students with limited literacy. Created *Global Connections*, a multimedia program to facilitate learning between U.S. and South African students. *Global Connections* toured NYC, including the South African Consulate and the Schomburg Center for Research in Black Culture, during the run-up to Nelson Mandela's 1994 election.

1988 - 1992

YALE COLLEGE

NEW HAVEN, CT

BA, History, 1992. Nominated for Yale College Prize for best history thesis: "Doors of Hope: South Africa's Eton at the Birth of Apartheid." *City Editor*, the *Yale Daily News*, 1990-1991; *Staff Reporter*, *YDN*, 1988-1990.

experience
2000 - present**Founder and Partner**

NEW YORK, NY

A strategic management and business development consultancy focused on education companies and non-profit organizations. Client services include business plan writing and development, growth planning, market research, investor presentations/fundraising guidance, and alliance and partnership development. Selected clients include:

- WNET/Channel 13. Retained by newly-hired Vice President, Education, to help set departmental vision and write departmental business plan. Focused on determining department's core competencies, and developing growth strategy. Currently developing the growth plan for the National Teacher Training Institute (teacher training about how to best use educational television and the Internet in classrooms).
- Allegheny Child Care Academy. Retained to provide childcare company with recommendations to effectively plan and develop appropriate systems and practices to help ensure quality services during a period of rapid growth. Focused on plans for staff and management recruitment, training and retention, and the development of effective center management structure and corporate organization.
- The Democracy Compact. Wrote business plan and fundraising documents for this start-up non-profit focused on increasing voter participation and civic engagement. Development of plan to replicate successful Rhode Island model in three states in time for the 2002 elections. Collaborated with McKinsey & Co. team to develop tactical plans for the three states. Led New York City initiative to increase voter turnout for the primary election rescheduled due to the events of September 11th. Recruited Chief Operating Officer.
- Bodies Electric LLC. Hired by this technology company to develop strategy for its flagship product, Unchat (a tool for structured online collaboration), to reach the higher education market, including colleges and universities and distance learning ventures.

1999 - 2000

SKOODLES, Inc., Vice President of Business Development

NEW YORK, NY

Company founded to create a safe Internet network for young kids. Hired at the inception, along with CEO and President, to write the business plan and execute. Company closed 8:00

- With CEO and President, responsible for the company's overall strategy, management, and financing.
- Entrepreneur-in-Residence and liaison with Fluid Ventures, the company's incubator.
- Led the Skoodles team in raising \$3 million of start-up and first-round funding.
- Responsible for development of the company's business plan and financial model.
- Recruited and hired team of 16 people. Recruited, hired and managed numerous consultants and independent contractors. Recruited Board of Advisors.
- Structured alliances, negotiated deal terms, drafted contracts, and devised implementation plans for more than 20 strategic alliances, including childcare companies, non-profits, computer manufacturers, school supply companies, and other off- and on-line businesses that serve children and families. In total, deals led to reach of more than 35 million kids in company's target demographic.
- Created the template for, and managed the team for implementation of, more than 75 content deals with children's websites and other kids' media companies.

REDACTED

- 1998 - 1999 CHILDRENFIRST INC., Director of Business Development** **NEW YORK, NY**
 ChildrenFirst is the nation's leader in the design, development and operation of corporate-sponsored backup childcare centers, serving 20,000 children across the country.
- Reported directly to CEO. Member of Management Team, responsible for overall strategy and management.
 - Responsible for development of the business plan for ChildrenFirst Institute, a training institute for parents and childcare providers. Hired and managed curriculum development consultant. Led cross-functional planning efforts with sales, marketing, operations, real estate, and finance departments of ChildrenFirst.
 - Responsible for analysis, evaluation, and recommendation for all new business opportunities, including acquisitions, joint ventures, strategic alliances and partnerships. Structured alliances, negotiated deal terms, drafted contracts, and devised plans for implementation.
 - Hired and managed consultants on feasibility studies for (1) center-based children's retail business; (2) the market for childcare training and parent education; (3) CFI's website.
 - Analysed new market opportunities for backup childcare (e.g., hospitals and universities). Developed sales and marketing tools to position CFI's product for new markets and clients.
- 1997 - 1998 ING BARING FURMAN SELZ, Equity Research Associate, Education Group** **NEW YORK, NY**
 Promoted to Vice President & Senior Analyst, but declined offer in order to accept position at ChildrenFirst.
- Financial analyst for the education industry, responsible for providing institutional investment community with equity research coverage of approximately a dozen companies. Analyzed and identified risks, opportunities and forecasts for growth. Built complex earnings and valuation models.
 - Advised childcare, K-12, higher education and training companies on financial and strategic development.
 - Prepared education industry and company analysis, operational and management due diligence, and financial valuation for Furman Selz Investments (over \$300 million in funds under management).
 - Frequent speaker at education industry investment conferences.
- 1994 - 1995 NEW YORK CITY BOARD OF EDUCATION, Teacher** **NEW YORK, NY**
 At the High School of Economics and Finance, developed 9th grade curriculum, integrating social studies, economics, business and entrepreneurship. Helped develop Sanford I. Weill Institute (Partnership program with private companies to provide students with mentorship, internships, and other school-to-work opportunities).
- 1993 - 1994 THE CITY OF NEW YORK, Urban Fellow** **NEW YORK, NY**
 Awarded one of 25 public service fellowships in city government.
- 1980-1988 CHILDREN'S EXPRESS, Senior Editor (1985-1988), Editor (1984-1988), and Reporter (1980-1984).**
 As a teenager, led this international children's media and advocacy organization. Edited *When I Was Young I Loved School: Dropping Out and Hanging In*, a book on America's dropout problem. Represented CE across the globe, from Zambia to Italy, to the platform hearings on children's issues before the 1984 and 1988 Democratic and Republican national conventions.
- activities** *Fellow, Rockefeller Foundation Next Generation Leadership program.* Selected as one of 23 national leaders to participate in foundation's initiative to discover ways of strengthening U.S. democracy in the 21st century.
Board Member, Jumpstart New York, a non-profit early childhood and teacher-training program.
Board Member, All Our Kin, a non-profit early childhood and welfare-to-work/job-training program.
Board Member, Robert H. Clappitt Foundation.
Delegate, Assembly of the Association of Yale Alumni.
Alumni Interviewer, Yale College Alumni Schools Committee. Interview NYC-area high school students seeking admission to Yale College. Represent Yale at "College Night" for Stuyvesant High School.
Alumni Speaker, Yale School of Management. Frequent speaker (on campus and at the Yale Club) for prospective MBA candidates and alumni.
Application Reader/Interviewer, Urban Fellows. From thousands of applicants, help select 25 fellows each year.
Active fundraiser and volunteer for numerous local political candidates.
Speaker at numerous conferences and events, including: One America, The National Welfare to Work Partnership; the Association of Educators in Private Practice; the Yale Bush Center in Child Development and Social Policy; the Yale Club of New York City, Bank Street College of Education; the Fulcrum Education Industry Investment Conference; the Institute for International Research Education Industry Conference; Students for Responsible Business annual conference.

Ian V. Rowe
917-523-6652

Answers to Appendix C

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

See attached.

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

I am over 18. I was born on [REDACTED]

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

I have worked with Omar Wasow for years, who is part of the founding team of the Brooklyn Excelsior school. In my many interactions with Omar, we spoke about our mutual interest in committing ourselves to initiatives that could result in widespread, positive educational change. This school represents that opportunity, so I was honored when Omar offered me the opportunity to be involved.

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

My experience in the private and public (especially public education) sector uniquely positions me to add value to this Charter School. For the most part, I grew up in Brooklyn and attended public school there. I am acutely aware of the challenges that many young people in these communities face and I would like to be part of a team that is seeking to create a successful school not only to create excellent opportunities for its students, but also to serve as a model for many others to follow.

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

REDACTED

I have been a board member for the Creative Coalition, the nation's foremost nonprofit, nonpartisan public advocacy organization of the arts and entertainment industry. During my time at Teach For America, I worked with many school districts nationwide on the recruitment, selection and development of teachers.

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

A charter public school is overseen by a board that has ultimate accountability to the state for the school and its performance. The board has hiring and firing authority over the principal, teachers and any organization that proposes to run the day-to-day operations. In that context, an individual board member has the responsibility to respect the board's authority and do nothing to in perception or in reality to damage the credibility of the board or the school.

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

I am former employee of Teach For America, a non-profit organization that recruits outstanding individuals to teach in urban and rural public schools. During my time at TFA, I developed teacher portfolio assessment tools that effectively measured teacher performance through nine different lenses including student tests, peer evaluations, self-examinations and other qualitative and quantitative data. Also, as someone who attended Brooklyn public elementary and high schools, I am familiar with the neighborhoods and challenges that the school and its students face.

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

In one year December 2002, the school will have hired its principal and its first set of outstanding teachers who will be working together to prepare for the school opening in September, 2003. In four years, the school will be a thriving k-6 school with proven results that a 'back-to-basics', character education driven school can produce student leaders who achieve academic excellence. It will be a demonstrable model that a school built on this philosophy can work not only in an under-resourced area of Brooklyn, but in virtually any urban setting.

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

I would alert the Chairman of the Board to the facts regarding the situation versus my belief. Based on that interaction, a plan of action would be formed to deal with the board member.

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

I do not know anyone who would be a prospective board member.

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

I do not know anyone who would be a prospective school employee.

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

I do not know anyone that does business with the school.

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

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

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

I have no direct nor indirect ownership, employment, contractual nor management interest in the educational service provider.

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

I do not anticipate conducting any business with the educational service provider nor the school.

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

I foresee no ethical nor legal conflicts.

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

The mission of the Brooklyn Excelsior School is simply to create an opportunity for its students to receive and take advantage of an excellent education. Its philosophy centers on students, parents and teachers who team together to take responsibility to develop each child's character as well as help them achieve academic excellence. There is a component that focuses on basic education through repetition and time on task activities, as well as ensuring each child is exposed to and absorbs a core knowledge base of information.

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

I am very familiar with the work of E.D. Hirsch and the focus on core knowledge. For years, I have felt the research supporting 'Cultural Literacy' was ignored by school systems as a reliable way to ensure there was consistent knowledge base among young people and adults. I also have had experience with rigorous assessment (teachers and students) and am familiar with some of the standardized tests and other mechanisms used by NHA.

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

The characteristics that exemplify a successful school begin with incredibly strong leadership, with an exceptional principal at the helm who stresses academic achievement and teacher excellence, and creates and fosters a safe environment for learning. The initial steps that will help to make a fantastically successful school include choosing a location that is safe and conducive to learning. Second will be the choice of principal, who will be key to leading and motivating the teachers to bring their best to elicit the student's best.

Ian V. Rowe

New York, NY



Seasoned and smart executive, computer science engineer, entrepreneur, writer and Harvard MBA with over 15 years of experience successfully leading and building organizations in the convergence of media, entertainment and technology.

Proven track record in strategizing, launching and steering start-up media ventures; managing a wide range of technology engagements for large clients; securing investment capital; and creating innovative strategic partnerships in the for-profit and non-profit sectors. Mr. Rowe was born in London, England and raised in Jamaica, West Indies and New York City.

SUMMARY OF STRENGTHS

- Loyal Colleague
- Strategic Planning
- Public Relations
- Team Development
- Entrepreneurial
- Presentation/Communication (Oral & Written)
- Customer Service
- Marketing (Hi-Impact, Low-Cost)
- Social Enterprise

PROFESSIONAL EXPERIENCE

Chief Executive Officer, Co-Founder, Board of Directors New York, NY
2000 - Present

- [REDACTED] is a person-to-person marketplace for the sale and review of in-person leisure and entertainment activities and services. Along with three other HBS graduates, Mr. Rowe founded [REDACTED] in early 2000 with an investment of \$2.7 million capitalized by an impressive group of early stage investors, including Professor Michael E. Porter.
- In his initial role as Chief Technology Officer, Mr. Rowe oversaw the design and development of the [REDACTED] website, creating the functional specifications and database architecture to provide individuals and small businesses with the tools necessary to efficiently browse, buy and sell advance tickets to fixed price activities.
- Despite an economic downturn and terrorist activity that severely and adversely affected travel and leisure spending, Mr. Rowe steered [REDACTED] to achieve rapid volume growth via a "Power Seller" strategy that recruits existing small businesses to engage iMar as their *exclusive* agent for all ticketing and customer service.
- Mr. Rowe and [REDACTED] incubator Mavian Labs are currently in advanced discussions with one of the largest providers of double-decker tour and sightseeing services to form a strategic partnership in which iMar activities are marketed and sold to their one million plus tourist consumer base.

REDACTED

PROFESSIONAL EXPERIENCE (CONTINUED)**Third Millennium Media**

New York, NY

President, Co-Founder, Board of Directors

1995 - 2000

- Third Millennium Media is a media consulting firm that provided advice on the strategy, structure and financing of new ventures in film, television, music and the Internet. Along with fellow HBS graduate Ian Huschle, Mr. Rowe founded TMM which provided counsel to entrepreneurs and established media entities, including:
 - The Urbanworld Group, an independent distribution company funded by Sony Corporation that releases independent films focused on minority content and minority audiences;
 - Scholastic.com, to merge three separate sites into an integrated 12,000 page website that is now Winner of the Webby and People's Voice awards for excellence in kids Web sites; and
 - NextNext Entertainment, a television and music production company funded by KingWorld Ventures that produces positively-oriented entertainment reflecting trends in urban youth culture.

Teach For America, the National Teacher Corps

New York, NY

President, Performance Assessment Instrument

1993 - 1995

- Teach For America (TFA) is a non-profit that recruits outstanding college graduates to teach in urban and rural public schools that suffer from teacher shortages.
- Under Mr. Rowe's leadership, Performance Assessment Instrument, a division of TFA, developed a comprehensive portfolio model of assessment that measured teacher's effectiveness as a function of gains in student achievement.
- During his tenure, Mr. Rowe also was instrumental in having legislation passed in three states to alter state certification laws to base teacher certification decisions on student performance.

Andersen Consulting (now Accenture)

New York, NY

Senior Engagement Manager

1985 - 1991

- During his six-year career at Andersen Consulting, Mr. Rowe attained the position of Engagement Manager in only four years and managed several large technology engagements and designed and programmed a wide range of client systems, including:
 - a voter registration system for the New York City Board of Elections;
 - a quick-response automatic replenishment system for a major department store chain; and
 - a financial management system to support the launch of a Men's division of a major fashion house

EDUCATION**Harvard Business School**

Cambridge, MA

- Masters in Business Administration
- Concentration: Entrepreneurship and General Management

1991 - 1993

Cornell University - College of Engineering

Ithaca, NY

- Bachelor of Science
- Major: Computer Science Engineering

1981 - 1985

Brooklyn Technical High School

Brooklyn, NY

- Major: Electrical Engineering
- Completed 4-year education in 3-year Advanced Placement Program

1978 - 1981

CREATIVE ACCOMPLISHMENTS**The HarBus News**

Cambridge, MA

Editor-In-Chief

1992

- The HarBus News is the official newspaper of the Harvard Business School.
- Under Mr. Rowe's tenure as Editor-In-Chief, The HarBus News won the 1992 MBA Publishers Award for the Best MBA Newspaper in the Country (the first time in the history of the newspaper) and the Award for Best Design.
- Mr. Rowe was the first Black Editor-In-Chief of The HarBus News.

The Invisible Men

Cambridge, MA

Writer, Co-Producer

1992

- The Invisible Men is a 60-minute educational video penned by Mr. Rowe that was created out of a desire to present youth with a positive view of the future.
- The video features Black men chosen from the Harvard Graduate Schools of Business, Government, and Law, providing advice to the video's star, Darryl, an imaginary 16-year-old teenager, who encounters a series of challenges representative of the problems facing young males today.

Vision: Harvard Students Look Ahead

Cambridge, MA

'Preserving the Common Good: The Role of For-Profit and Not-For-Profit Enterprises'

1993

Writer

- Published by the Harvard Business School Press, Vision: Harvard Students Look Ahead is a collection of essays forecasting trends in business, culture, medicine and education.
- Mr. Rowe was chosen to be part of a select group of Harvard Graduate students to contribute.
- His essay explored the importance of free markets and capitalism to create social prosperity, while recognizing the non-profit sector's growing capability to more efficiently meet social needs traditionally provided by government.

'Color Blind'
Screen Writer

New York, NY
1999

- A full-length motion picture screenplay about two immigrant high school students, one South African and the other Jamaican, who clash over their use of the term African-American.

BOARD POSITIONS

The Creative Coalition
Member, Board of Directors

New York, NY
1999 - 2001

- The Creative Coalition is the nation's foremost nonprofit public advocacy organization of the arts and entertainment industry.

FilmSnacks
Member, Board of Advisors

New York, NY
1999 - 2001

- FilmSnacks is an innovative design and video firm that produces corporate training videos and a serialized content, made-for-the Internet feature film that aired on Alloy.com.

FELLOWSHIPS

Echoing Green
Fellow

New York, NY
1993 - 1995

- Echoing Green is a Foundation that offers Fellowships to emerging social entrepreneurs. The Foundation applies a venture capital approach to philanthropy by providing seed money and technical support to individuals creating innovative public service projects catalyze positive social change. Mr. Rowe was selected as an Echoing Green Fellow for his work with Teach For America.

Harvard Business School - The Initiative on Social Enterprise
Fellow

New York, NY
1993 - 1995

- The Initiative on Social Enterprise provides Fellowships and loan forgiveness to allow students to pursue their interests in social enterprise and broaden their ability to effect social change by taking employment in non-profit organizations. Mr. Rowe was selected as an HBS Social Enterprise Fellow for his work with Teach For America.

SELECTED PRESS COVERAGE

The Wall Street Journal

January 10, 2001

'Dot-Com Survivors Blend Business Rules With Web Vision'

Black Enterprise Magazine

November, 2001

'Selling the Experience - New Website does eBay a Different Way'

Other coverage of Mr. Rowe has appeared in Success Magazine, TimeOut New York, Japanese Playboy Magazine, Icon Magazine, The Los Angeles Times, Business Week, 1010 WINS Radio

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

Attached

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

Yes

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

Omar Wasow is a respected friend

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

Want to do my small part in helping provide some deserving student the keys to opportunity through education

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

I have had no relevant experience that may directly relate to this initiative. But, this project is like any business project and will require the guidance, input and resources of individuals that have had experience managing budgets, objectives, expectations, people and deadlines. I am general manager at a renown and respected car company that brings a wealth of experience in all of these areas, and I have to believe that this kind of equity will be valuable in an endeavor such as this.

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

Board member's role in two sentences: To set the vision, goals, standards, expectations and deliverables for a school. Provide the Principal and his staff with the resources and authority to deliver on our vision.

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

I bring a vast experience in managing people, vendors and building relationship with organizations to meet specific goals and objectives. I come with a tested and tried background in marketing and management peppered with a high analytical educational foundation.

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

One Year: Still learning and growing and evolving - Year one will be as much about learning as it will be about meeting our stated objectives. We will have to build relationships with the students, parents and others to see that we are all on the same page about the growth and direction the school. The will be delivering on its core objectives of educating the kids, but will have learnt a lot about its approach as it approaches year two.

Four Years: Well honed and articulated processes for meeting and exceeding stated objectives. Expectation of us and us of your student an parents will be clear and we will be well versed on what its takes to get the job done.

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

I think an issue like that would have to raised in an open and honest dialogue with all parties present and a clear statement of the facts. If that did not lead to a amicable resolution of the issues at hand, then I would not be afraid to vote that person off of the board.

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

No

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

No

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

No

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

No

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

No

15. Please indicate if you anticipate conducting any business with the educational service provider, the school, or both. If so, please describe the potential relationship.

No

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

No

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

The mission of the Brooklyn Excelsior Charter School is: To aid in the overall development of our students – We will challenge students academically, while instilling a sense of leadership, community and family. We will produce academically competent and socially aware/responsible students.

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

Yes

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

Success = happy parents, happy students, happy teachers, students excelling in all measurable ways. Open dialogue between all parties, but not so much so that a the vision and direction of the school is compromised. We, the board, will set the goals and work with everyone to achieve them. The specific steps towards a successful school have been more than articulated in our application. We have spoken on specific curriculums, adherences to specific guidelines, picking the right principal and many other things. The many pieces of the application spell out our first steps. Once approved, it will be on us to see that we adhere to the road map we have written as closely as possible.

KILANDIGALU (KAY) M. MADATI

New York, NY

PROFILE

Brand Marketing — Marketing Communications — Sales Management

- Results-oriented Marketing Manager with 6 years of strategic integrated marketing experience including advertising, media buying, promotions, traditional/online brand building, public relations, design/production.
- Strengths include strategic planning, staff and budget management, attaining department/project objectives, and cultivating new partnerships.
- Proven presentation and team building expertise, with demonstrated ability to maximize employee and vendor productivity. Significant contributor to several key corporate policy-making initiatives.
- Special strengths: e-business, strategic CRM planning, database marketing, market research, new media communication and marketing strategies.

EXPERIENCE

Woodcliff Lake, NJ

Relationship & Multicultural Marketing Manager, Woodcliff Lake, NJ

January 1999 - Present

- Conceive and implement integrated marketing communication plans that maintain brand consistency, maximize effectiveness and meet measurable objectives. Co-chair of the New 7 Series marketing launch campaign/committee. Significant roles in [REDACTED] Films project and associated marketing communications.
- Key contributor/member on the MTNI & Rolls Royce launch teams. Aided in branding/advertising agency search and set and directed marketing communication & CRM launch goals for both brands.
- Developed and executed [REDACTED] diversity marketing strategies. Set clear objectives, implement/ oversee event and conference sponsorships. Build partnerships with various social and political organizations such as the NAACP, Hispanic Chamber of Commerce and various women's organizations. Responsible for integrating all diversity marketing efforts into core marketing/sales strategies and plans.
- Manage and continue to develop the [REDACTED] Marketing Database to support current and planned marketing initiatives. Goals include automatic, systematic and customized use of information to attract and retain customers: engaging them in an ongoing dialogue; facilitating a long-lasting mutually beneficial relationship.
- Responsible for the managing \$4 MM+ of budgets, as well as outside vendors and internal employees that administer various parts of the relationship marketing process.
- Monitor, measure and track owner loyalty and retention programs: integrate them with the marketing activities of [REDACTED] Financial Services, our partner leasing and financing company.

Sales and Marketing Manager, Mid-Atlantic Mkt., Eastern Region

October 1997 - January 1999

- "Market consultant & regional/national office liaison": Analyzed and evaluated business in the market - including advertising, media buying, sales penetration, competition activity, marketing activities, training initiatives and customer service issues.
- Responsible for drafting and implementing strategic recommendations and plans that increased sales and market penetration as well as general brand recognition in the region.
- Set market sales objectives and monitored sales progress throughout each week/month. Communicated and implemented national/regional sales/marketing programs.

Management Associate, Woodcliff Lake, NJ

May 1996 - October 1997

- *Professional Development* - Involved in the implementation and launch of our internal satellite TV network.
- *Sales Department* - Coordinated the Certified Pre-Owned Program retailer rollout: updated the retailer manuals and information pieces. Designed and developed consumer brochures and promotional materials.
- *Corporate Communications* - Orchestrated the "Drive for the Cure" national media out reach efforts.
- *BMW Financial Services* - Oversaw an internal retail incentive program that rewarded retailer owner loyalty.

EDUCATION

GEORGETOWN UNIVERSITY, Washington D.C., College of Arts and Science, Class of 1996

Major: American Studies; Minor: Philosophy

SKILLS

- Proficient with Microsoft Office Suite and knowledgeable with most software applications.

REDACTED

Attachment 27

The proposed by-laws for the Brooklyn Excelsior Charter School are attached as Exhibit "D."

ATTACHMENT 28

Responsibilities of the Board of Trustees

The **Brooklyn Excelsior** Charter School Board of Trustees shall govern the school. The Board shall meet a minimum of 10 meetings per year and shall hold additional meetings as necessary to conduct the business of the school. It is comprised of community leaders, educators and parents of the community. The Board will have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. The Board of Trustees will assure that the school operates according to the terms and conditions of its authorizing charter as well as all applicable federal and state laws, including the obligation to hear complaints (as outlined in Attachment 39) and certain disciplinary decisions outlined in Attachment 32.

The Board of Trustees intends to contract with *National Heritage Academies* ("NHA") to create an enduring partnership, whereby the Board of Trustees and NHA will work together to bring educational excellence and educational innovation to the school. NHA will be responsible for and accountable to the Board for the performance of the school. NHA will report to the Board at regularly scheduled time periods and any other time(s) the Board deems necessary.

The School Administrator, employed by the Board, works in partnership with NHA to operate the school. NHA operates the administrative functions of school, leaving the School Administrator to operate the day-to-day activities of the school. The functions which NHA will manage and administer include, but are not limited to: the educational program; personnel recruitment and recommendation; maintenance and operation of the school building; business administration of the school; extracurricular activities and programs; professional development of the school administrator and instructional personnel; and the selection and acquisition of the instructional materials, equipment and supplies.

National Heritage Academies Responsibilities to the Board:

- 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 in accordance with providing these services.
- Implement and monitor the educational goals, instructional programs, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and method to be used to monitor compliance with performance of targeted educational outcomes as set forth in the application.
- Be responsible and accountable to the Board for the administration, operation and performance of the school.
- Inform the Board of proposed changes to the educational program and obtain Board approval.
- Purchase on behalf of the school with school funds instructional materials, books, supplies and equipment. In this way, the school can benefit from large unit discount orders.
- Recommend reasonable rules, regulations and procedures application to the school.

- Implement pupil performance evaluations that permit evaluation of the education progress of each school student.
- Be responsible and accountable to the Board for the performance of students who attend the school.
- 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 detailed statements of all direct expenditures for services and or expenses incurred
- Provide funds for start up costs and/or operating losses for the school
- Select and hire qualified personnel to perform services at the school
- Have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with state and federal law
- Consult with the Board with respect to the hiring of the School Administrator
- Provide training in methods, curriculum, program and technology to all teaching personnel on a regular basis

School Staff Responsibilities to the Board:

- Maintain balanced budget
- Manage the building facility, including cleaning, repairs and renovations
- Train, counsel, evaluate the staff
- Maintain relations with parents and students of the school
- Manage the operation of the school, including staff, equipment, supplies, administration, parent/teacher committees
- Comply with all state and federal regulations, as well as the Department of Education
- Report to NHA and the Board on school operations
- Implement all Board approved policies, including disciplinary actions

The Board of Trustees shall have the following powers and responsibilities:

- Purchase, lease, or otherwise acquire property
- Appoint officers or delegates as needed
- Adopt, amend and repeal bylaws
- Conduct its business, carry on its operations and exercise its powers as a corporation
Participate with others in any corporation, partnership, limited partnership, joint venture or other association of any kind, or in any transaction on behalf of the school
- Make contracts, incur liabilities, borrow money on behalf of the school
- Review and approve the annual budget
- Approve the general recruitment and admission policies
- Be responsible for the fiscal and academic policy
- Make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management of the school, including conduct of students
- Expend reserve funds at its discretion
- Retain independent auditor to conduct an annual audit of the school
- Insurance of the Board and the school
- Review reports of the administrator and NHA
- Compare the school's annual report to the school's stated goals
- Oversee the activities of the administrator, parent committees and NHA

The Board of Trustees shall also be responsible for:

- Managing the governance of the school
- Community Relations
- Preserving the vision of the school
 - a. Parental Involvement
 - b. Moral focus
 - c. Back to the Basics
 - d. Academic Excellence
 - e. Measurable results

NHA and the School Administrator shall each report to the Board on their respective functions. A close relationship between NHA and the School Administrator is necessary for each to perform their functions. For example, each year before school starts the School Administrator will meet with the Accounting Department at NHA to prepare the budget for Board approval.

The school utilizes a specific school improvement structure to ensure appropriate input from all parties in the school improvement process. School committees comprised of parent and school staff will include: Technology, Character Development, Grounds and Facilities, Curriculum, Library, and Boosters. These chairs meet once a month to plan for the different aspects of the school and will report to the school Board of Trustees.

The Board will be the employers of the school's staff and shall govern the policies, procedures and expenditures for the school. The School Administrator reports to the Board of Trustees on the fiscal and operational management of the school. The staff and volunteers report directly to the School Administrator.

ATTACHMENT 29

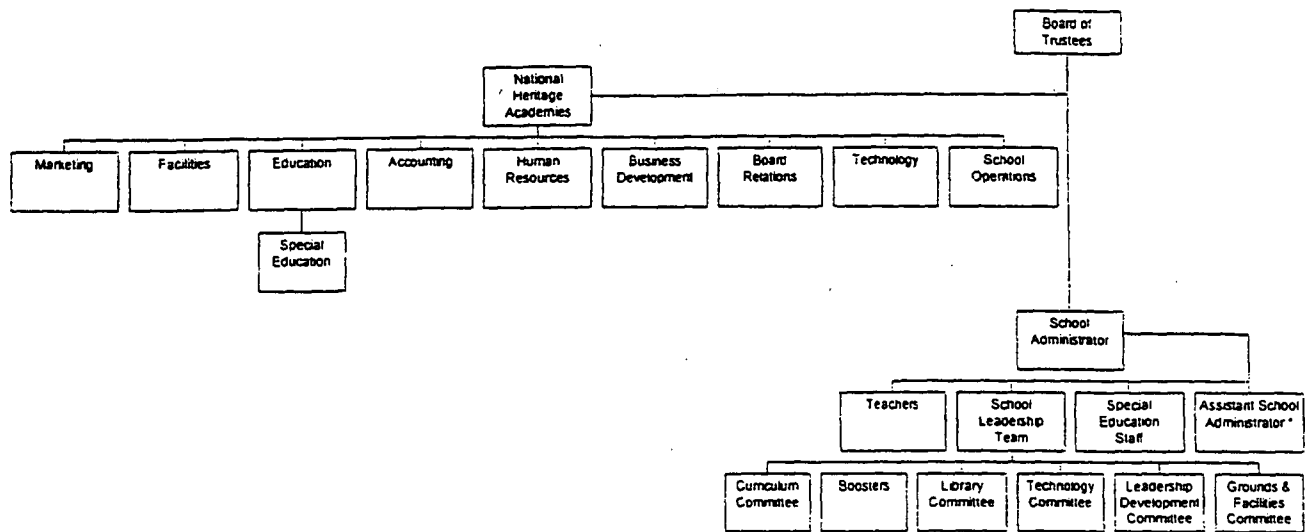
Organization of School

The school's **Board of Trustees** works with **National Heritage Academies** to provide leadership, policies and procedures to the school. Various departments of NHA, such as Accounting, Facilities, etc., insure that the school follows the policies set by the Board and offers administrative services and guidance in the operation of the school, freeing the principal to run the day-to-day operation. For example, NHA will insure that all the NHA schools in the State of New York are meeting the teacher certification requirements and paying teachers according to a fair and equitable pay scale.

The **Principal** is the leader of school and is accountable to NHA and the Board for the successful operation of the school. As well as directing the day-to-day activities of the school, the Principal is the leadership for the School Staff and the School Leadership Team. An example of day-to-day activities would include observing teachers later to be reflected in the teachers' evaluations.

At the lowest level of the school governance structure is 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 chairs represent the following committees: Technology, Leadership Development, Building and Grounds, Library, Boosters, and Curriculum.

A chair from each of the committees meets to create the School Leadership Team. This team funnels ideas and recommendations to the board by way of the chairman of the SLT. The professional leadership of the school, comprised of the principal and NHA staff, 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. If the request(s) conform, they are passed on to the Board of Trustees for the final decision.



* While we are unable at this time to determine the student population and the need for disciplinary action, we will work with our management partner to hire an assistant school administrator whose primary function is to ensure a safe and orderly school environment should the need arise. (See Attachment 32)

ATTACHMENT 30

CODE OF ETHICS

Conflict-of-Interest. Employees, trustees or officers of the school shall not have a financial interest, engage in a business transaction or other professional activities in which it may be considered a conflict with the duties of trustees, employees or officers of the school.

Additionally:

- Trustees, officers, or employees of any single organization shall hold no more than 40 percent of the total seats comprising the Board.
- Board members will disclose when they have a financial, organizational, or personal interest in the matter before the Board.
- Board members will abstain from voting on matters in which they may have a financial, organizational, or personal interest.
- No trustee, officer or employee for a for-profit corporation, limited-liability company or partnership having a business relationship with the charter school involving the provision of educational management services to the charter school shall serve as a voting member of the Board.

Standards. Trustees, employees or officers of the school shall:

- Not accept other employment which would impair the independence of judgment in the exercise of duties;
- Not accept other employment which would require disclosing confidential information gained by position or authority of the school;
- Not disclose confidential information acquired during the course of official duties nor use such information to further the employee or officer's personal interest;
- Not use the position in the school to secure unwarranted privileges or exemptions;
- Not engage in any transaction as a representative of the school that might reasonably be considered a conflict with the discharge of official duties;
- Not give the impression that any person can improperly influence or enjoy favor in the discharge of official duties;
- Abstain from making personal investments in enterprises directly involved in the decisions to be made by the school or which will otherwise create conflicts between their duty as a board member and their private interests;
- Pursue a course of conduct which will not raise suspicion among the public that the employee or officer is likely to be engaged in acts that are in violation of trust;
- Shall not sell goods or services to the school in a manner that would be considered a conflict in the exercise of duties; and

- Shall file with the secretary of state, a written statement, should the employee or officer have a financial interest having a value of ten thousand dollars or more.

Attachment 31

ADMISSION POLICY

The Brooklyn Excelsior charter school will be open to all students eligible for enrollment in a public school in New York State. Admission to the charter school shall not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, national origin, religion, or any other ground that would be unlawful.

The Brooklyn Excelsior charter school will admit each eligible student who submits a timely application, unless the number of applications exceeds the capacity of the student's requested grade level or the school building.

Legal Requirements Relating to Admissions

- The school shall not discriminate on the basis of intellectual or athletic abilities.
- The school shall not discriminate on the basis of "measures of achievement or aptitude."
- The school shall not discriminate on the basis of personal disabilities or any other basis that would be illegal for an existing school district.
- The school shall provide for the education of its pupils without discrimination as to ethnicity, race, creed, gender, national origin, religion, or ancestry. The school shall comply with all state and federal civil rights laws.
- The school shall not charge tuition (but may charge fees in the same manner as existing public schools).
- The school shall be open to any child who is eligible under the laws of New York State for admission to a public school.
- The school shall comply with all state and federal laws applicable to public schools concerning church-state issues.
- The school shall comply with the provisions of Section 2854(2) of the Education Law.

Public Notice of Open Enrollment

Notice of the enrollment period and application process will be published to inform those interested in admission into the school. The time periods offered to those persons interested in enrollment will include some evening and weekend times. If the school has more applicants than available space, it will select students using a random selection method.

The school will provide notice of open enrollment by:

- Mailing written notice of the open enrollment period and an application to all families who inquire about school enrollment; and,
- Posting written notice of the open enrollment period at the school; and,
- Either airing a public service announcement on local Cable television, announcing the open enrollment period and application process and/or
- Printing a written notice of the enrollment period in the local newspaper.

Enrollment Preference

Enrollment is open to all students. The school will give priority to students enrolled and admitted in the prior year, siblings of students already enrolled, and students residing in the school district where the school is located.

Enrollment Process

For the first year of operation, the school will hold open enrollment for a specified four-week period to be specified at a later date. For subsequent years, the school will accept applications from the first day of class until the last business day in February of each year for the subsequent academic year. If applications exceed available space, the last business day in February of each year shall be the deadline for applications to be drawn by random selection.

People interested in applying for the next school year may obtain applications at the principal office of the school on weekdays between the hours of 8:30 a.m. and 4:00 p.m. The school will mail or fax applications to anyone requesting an application by telephone. All applications received after the close of open enrollment, but before the lottery will not be eligible to participate in the lottery, and will be added to the end of the waiting list created at the time of the lottery.

Lottery Process

If the number of applicants for a classroom exceeds the number of positions available, the school will hold a random selection lottery during or prior to the second week following the close of open enrollment. The random selection drawing shall be run by an NHA representative, shall be open to the public, and the school will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings during the school year for which the student applied. After all eligible names have been drawn, the school will add the names of applicants who filed applications after the close of open enrollment. All post-deadline applicants will be added in the order in which they are received.

All applicants still on the waiting list must resubmit an application for the following school year no later than the last business day in February. Once students are admitted they will remain eligible to be admitted at the school for successive years without having to re-enter the selection process. They must, however, enroll for the subsequent year no later than the last business day in February.

Lottery Procedures (First Year only):

Step One: The grades levels are randomly drawn to determine which grade shall be drawn first.

Step Two: Applicants are drawn completely for each grade in the order determined in Step One, until all applicants are placed in a grade or the waiting list. As applicants are drawn and enrolled, siblings are also enrolled if there are openings.

Step Three: After all spaces are filled, the drawing continues to determine the order of the waiting list.

Subsequent Years: For the following years, any parent/guardian may submit an application for enrollment at any time. A new application must be submitted every year. The close of enrollment date shall be published in a local newspaper at least 30 days prior to the last day of open enrollment. For purposes of a lottery, the enrollment period shall end on the last business day in February each year. Applications shall be mailed or faxed upon request.

Applications received prior to the close of the enrollment period are time/date stamped upon receipt. Upon the close of enrollment, if any grade has received more applications than spaces available a lottery is held in all grades.

Lottery Procedures (Subsequent Years):

Step One: Current students are automatically reenrolled to the next grade.

Step Two: The grades levels are randomly drawn to determine which grade shall be drawn first.

Step Three: Siblings of currently enrolled students are automatically enrolled if spaces are available. If a grade has more sibling applicants than openings, sibling applicants are randomly drawn.

Step Four: New applicants are drawn completely for each grade in the order determined in Step One, until all applicants are placed in a grade or the waiting list. As applicants are drawn and enrolled, siblings are also enrolled.

Step Five: After all spaces are filled, the drawing continues to determine the order of the waiting list.

Student Withdrawal

A student may withdraw with written notice by the parent/guardian of the student.

Attachment 32

DISCIPLINE PROCEDURES FOR REGULAR EDUCATION STUDENTS

The Brooklyn Excelsior Charter School shall be open to all age-appropriate children without regard to race, ethnic background, disability and/or religious affiliation at no cost to the parent(s).

The school will attempt to address the needs of students through a quality education program. To be effective and to fulfill this goal, we believe that students need a positive, safe, and orderly school environment in which learning can take place without disruption. It is our belief that students who do not obey the rules of good conduct are interfering with the learning process and safety of others as well as minimizing their own opportunities to learn.

In order to maintain a positive climate for learning, a code of conduct has been developed and will be implemented at the school.

Expectations

All students are expected to:

- Respect and obey all staff members, other adults, and fellow students connected to the school at all times;
- Respect school property and that of fellow students, staff members, and neighbors (restitution for damage or loss is determined by the School Administrator);
- Use acceptable language at all times;
- Cooperate in keeping the school building neat and premises neat and clean;
- Be honest, courteous and kind in relationship with students, staff members, and other adults;
- Obey rules and regulations necessary for the safe and orderly operation of the school;
- Wear appropriate clothing that is neat, modest, and not distracting to others (the final judgment of the School Administrator is binding in this matter); and
- Be punctual and in attendance at school each day unless ill or given an excused absence by the School Administrator because of an emergency.

Both minor and major acts of student misconduct will initiate school disciplinary procedures. While we are unable at this time to determine the student population and the need

for disciplinary action, we will work with our management partner to hire an assistant school administrator whose primary function is to ensure a safe and orderly school environment should the need arise. Listed below are the steps that will be followed by the teacher and/or School Administrator when student misbehavior occurs:

General Disciplinary Process

Before any disciplinary action is taken at Levels 1-5, the student will be given notice of the behavior that caused the infraction and an opportunity to explain his or her conduct. For actions related to Level 6, the due process procedures are outlined under the long-term suspension and expulsion procedure.

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Level 1 The teacher addresses the inappropriate behavior. If the act of misconduct is considered minor, the form of disciplinary action used (if any) is recorded in the teacher record book.

Level 2 If the same act of misconduct continues or a more serious act occurs, the teacher and/or the School Administrator informs the parent by phone and/or letter. A conduct report is completed, and copies are made for the parent, teacher and school student file. Should at any time the student be asked to leave the classroom due to inappropriate behavior, or a more serious act of misconduct, an aide will escort the student to the administrative offices.

Level 3 If the inappropriate behavior continues or if a more serious act of misconduct occurs (not covered in Levels 1 & 2), a conference with parent, teacher, and/or School Administrator will be held in order to discuss the incident and appropriate disciplinary action. A written record of what was decided at the meeting is kept on file.

Level 4 If the previous disciplinary actions taken at levels 1-3 have not been successful in stopping the continuing inappropriate behavior or if a very serious act of misconduct occurs, the teacher and/or School Administrator schedules a meeting with the parents in order to discuss a corrective action plan. The plan is written, distributed to all persons included in the meeting, and also placed in the student file.

Level 5 If the corrective action plan does not work, or a major act of misconduct occurs (e.g., blatant defiance of authority), the School Administrator may suspend the student from school, not to exceed 5 days. Prior to suspension, the School Administrator will convene a meeting with the student, parent, and others involved in the incident in order to review the student record of misconduct, to determine the length of the out-of-school suspension, and to plan a future course of action. A written suspension report is completed with copies given to the parents and teacher. A copy is also placed in the student file.

Level 6 If all the actions taken at Levels 1-5 have not corrected the inappropriate behavior or if the act of misconduct is so extreme that it threatens the safety of others (e.g., bringing a weapon to school* or physically assaulting others**), the School Administrator may suspend the student from school, perhaps for the second time. For any period of suspension longer than five

days or expulsion, a meeting with all involved persons shall be convened by the School Administrator to determine the next course of action. Such action may consist of the School Administrator's recommendation that the student be expelled or suspended for a period longer than five days from school. In such case, due process requirements will be followed in accordance with the long term suspension and expulsion requirements.

*Federal and State law require the suspension, for at least one year, of students who bring a weapon to school, however, the school administrator may modify this suspension requirement for each student on a case-by-case basis.

**Examples of other major acts of misconduct including but not limited to those below, that do not require procession through Levels 1-4 but rather call for discipline to be administered immediately at the 5th and 6th level are the following:

- Malicious types of behavior that endanger the safety of others, e.g., assault;
- Continual classroom disruption;
- Extreme acts of defiance and/or threats toward teachers/other adults/fellow students;
- Racial, religious, and/or sexual harassment;
- Possession/use of any form of alcoholic beverages, tobacco, inhalants, illicit drugs, etc.;
- Arson; and
- Name calling, teasing, and/or swearing that has continued after discipline was administered at previous levels.

Suspension

A meeting with parents will be convened to discuss the incident that led to the suspension and to develop a plan of action for the future. Some other details related to an out-of-school suspension are:

- Students suspended from school are not allowed to visit the school or attend any school-related activities during the period of suspension.
- Students are allowed to complete homework assignments while on suspension. In order to receive credit for them, students must submit the assignments to their teacher on the day of readmission to the school.
- At the discretion of the School Administrator, out-of-school suspension reports, conduct reports, and/or corrective action plans can be removed from a student's permanent school file at the end of the school year if that student showed noted improvement in behavior after the disciplinary action was implemented.

Long Term Suspension and Expulsion Procedure

A meeting with parents will be convened to discuss incidents that may warrant the long-term suspension or expulsion of a student. Long-term suspension is a suspension from school in excess of 5 days. Expulsion is defined as permanent removal of a student from school due to

extreme non-compliance with school/state rules. In situations where a long term suspension or expulsion is recommended, the student, together with his or her parent, will be given an opportunity to present testimony, witnesses and to cross examine witnesses against him or her regarding the action before the Board. A student has the right to be represented by counsel at such time. The Board of Trustees will make a final decision about expulsion or long term suspensions within 10 days of the incident. A written record will be made of all actions taken. The record is then copied and distributed to all involved parties.

Alternative Education Program

Brooklyn Excelsior Charter School hereby commits to ensuring that all students receiving suspensions or expulsions shall be provided alternative instruction sufficient in quality and quantity to comply with section 3214 of the Education Law and other applicable laws. Strategies to be implemented may include, but are not limited to, home-based instruction, after-school instruction, tutoring, and contracting with additional providers, sufficient to attain the school's learning standards.

The school shall comply with Part 300.519—300.529 of the Code of Federal Regulations.

The school will provide an alternative education program to students of compulsory attendance age.

Specifically, for suspension of less than 10 days, the school will ensure that each affected student receives all classroom assignments and a schedule to complete such assignments during the time of his or her suspension. Provision will be made to permit a suspended student to make up assignments or tests missed as a result of such suspension. The school will also provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master the curriculum, including additional written instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

For suspension of 10 days or longer, the school shall provide all of the above-referenced services, with greater emphasis on tutoring and home visits as is necessary. The services provided will be designed in order to ensure that the student is given the opportunity to master the school curriculum and take such assessment tests and measures as the school would otherwise provide.

For students expelled from the school, the school will provide the above-referenced services until the end of the school year or until the student is enrolled in another accredited school, or otherwise participating in an accredited program, including any alternative education program operated by the student's school district of residence.

Attachment 33

DISCIPLINE PROCEDURES FOR SPECIAL EDUCATION STUDENTS

Students with disabilities have the same rights and responsibilities as other students, and may be disciplined for the same behavioral offenses. Discipline of a student identified as having a disability, however, will be in accordance with the following:²

1. Students for whom the Individualized Educational Plan ("IEP") includes specific disciplinary guidelines will be disciplined in accordance with those guidelines. If the disciplinary guidelines appear not to be effective or if there is concern for the health and safety of the student or others if those guidelines are followed with respect to a specific infraction, the matter will be immediately referred to the CSE of the student's district of residence for consideration of a change in the guidelines.

2. Students for whom the IEP does not include specific disciplinary guidelines may be disciplined in accordance with standard school policy relating to each infraction. The CSE of the student's district of residence shall be notified immediately of any suspension from classes, and the school shall work with the CSE to arrange appropriate alternate instruction.

If there is any reason to believe that the infraction is a result of the student's disability, the student will immediately be referred to the CSE of the student's district of residence. If a connection is found, no penalty may be imposed, and the school will work with the CSE to consider a possible program modification.

If a student identified as having a disability is suspended during the course of the school year for a total of eight days, such student will immediately be referred to the CSE of the student's district of residence for reconsideration of the student's educational placement. Such a student shall not be suspended for a total of more than 10 days during the school year without the specific involvement of the CSE of the student's district of residence prior to the 11th day of suspension, because such suspensions are considered to be a change in placement.

In considering the placement of students referred because of disciplinary problems, the CSE of the student's district of residence is expected to follow its ordinary policies with respect to parental notification and involvement.

3. The school shall work with the district to ensure that the CSE of the student's district of residence meets within seven school days of notification of any of the following, for the purpose of considering a change in placement for the student involved:

² A student not specifically identified as having a disability but whose school district of residence or charter school prior to the behavior which is the subject of the disciplinary action, has a basis of knowledge (in accordance with 300.527(b)) that a disability exists may request to be disciplined in accordance with these provisions.

- a. The commission of an infraction by a student with a disability who has previously been suspended for the maximum allowable number of days.
- b. The commission of any act resulting from the student's disability.
- c. The commission of any infraction by a disabled student, regardless of whether the student has previously been suspended during the school year if, had such infraction been committed by a non-disabled student, the School Administrator would seek to impose a suspension in excess of five days.

Provision of Services During Removal

We will, for those students removed for a period less than 10 days ensure that each affected student receives all classroom assignments and a schedule to complete such assignments during the time of his or her suspension. Provisions will be made to permit a suspended student to make up assignments or tests missed as a result of such suspension. The school will also provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master the curriculum, including additional instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

During any subsequent removal that, combined with previous removals, equals 10 or more school days, but does not constitute a change in placement, during the school year, services must be provided to the extent determined necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. In these cases, school personnel, in consultation with the child's special education teacher, make the service determination.

During any removal for drug and weapon offenses (pursuant to CFR 300.520(a)(2)) services will be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. These service determinations will be made by the CSE of the student's district of residence. The school will place students in interim alternative educational settings as appropriate and mandated by CFR 300.520(a)(2).

During any subsequent removal that does constitute a change in placement, but where the behavior is not a manifestation of the disability, the CSE of the student's district of residence will make the service determination.

CSE Meetings

Meetings of the CSE of the student's district of residence to either develop a behavioral assessment plan or, if the child has one, to review such plan are required when (1) the child is first removed from his or her current placement for more than 10 school days in a school year; and (2) when commencing a removal which constitutes a change in placement.

Subsequently, if other removals occur which do not constitute a change in placement, the school will work with the CSE of the student's district of residence to review the child's assessment plan and its implementation to determine if modifications are necessary. If one or more members of the CSE of the student's district of residence believe that modifications are needed, then the CSE is expected to meet to modify the plan and/or its implementation.

Due Process

If discipline which would constitute a change in placement is contemplated for any student, then (1) not later than the date on which the decision to take such action is made, the parents of the student with a disability shall be notified of that decision and provided the procedural safeguards notice described in 34 CFR §300.504; and (2) immediately, if possible, but in no case later than 10 school days after the date on which such decision is made, the CSE of the student's district of residence and other qualified personnel shall meet and review the relationship between the child's disability and the behavior subject to the disciplinary action.

If, upon review, it is determined that the child's behavior was not a manifestation of his or her disability then the child may be disciplined in the same manner as a child without a disability, except as provided in 34 CFR §300.121(d) (which relates to the provision of services to students with disabilities during periods of removal).

Parents may request a hearing to challenge the manifestation determination. Except as provided below, the child will remain in his or her current educational placement during the pendency of the hearing.

If a parent requests a hearing or an appeal regarding a disciplinary action relating to weapons or drugs to challenge the interim alternative educational setting or the manifestation determination, the child shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the time period provided for in the disciplinary action, whichever occurs first, unless the parent and charter school agree otherwise.

Attachment 34

DRESS CODE

While a specific uniform is not required, a standard dress code shall be established at the school. The code is designed to promote student learning without creating an undue financial responsibility to families.

All Students:

- White shirts with collars (includes mock turtleneck, long or short sleeves, cotton or knit)
- Brown, black, navy or burgundy shoes (loafer type or casual dress). Athletic shoes should be brought to school for use in gym. Boots are not permitted except as outerwear.
- Cold weather attire may include solid color sweaters or vests in navy, white, beige, tan, burgundy, rust or dark green.
- Hats of any kind are not permitted.
- Extreme hairstyles are not permitted. Hair color for boys and girls must be of natural tones.

Boys:

- Navy or dark blue pants or shorts; belts must be worn with trousers having belt loops. Shirts must stay tucked in pants.
- White or navy socks
- Hairstyles must be conservative with hair being off the collar
- Earrings and other body piercing ornaments are not permitted

Girls:

- Navy or dark blue pants, skirts, skorts, jumpers; must be longer than the fingers when arms hang at the student's side
- White or navy socks/tights
- A reasonable number of earrings are permitted. Only ears may be pierced.
- Makeup is not permitted.

Personal Hygiene

The personal grooming of each student should be in accord with the standards set by the uniform dress code. Students should be clean and neat when at school.

Attachment 35

The charter school board is working to arrange food services for the school. The student population to be served and the qualification of these students for federal and state subsidies for breakfasts and lunches has been factored into the firm's efforts to arrange for nutritious meals for our students. Several providers already have been contacted, and the Board will be working with food-broker firm to consider various options, including contracting for all food-related services and also the possibility of directly employing food service personnel at the school.

Attachment 36

A nurse will be on staff or contracted with to supervise the disbursement of medication, the treatment of students who are ill, the treatment of students who are injured, and to train faculty and staff in first aid, including but not limited to, Cardiopulmonary Resuscitation (CPR). The nurse will additionally be responsible for all record keeping and correspondence related to aforementioned activities.

New Students

Hearing and vision testing will be done on all new students by a qualified individual. A review of student immunizations requirements and the proper supporting documents shall be completed for all new students, applying the following requirements. School staff will work with the county health department and other appropriate authorities to provide these services.

Immunization Requirements

Each student entering kindergarten or a new school district in grades 1-12 have a certificate of immunization at the time of registration or not later than the first day of school. Immunization requirements per the State of New York are stated on the next page.

Before a child can be permitted to enter or attend school, parents or guardians must present documentation that their child has received all required doses of vaccines or that their child has received at least one dose of each of the required vaccines and is waiting to receive the subsequent doses at the appropriate time intervals.

Parents may waive immunization by complying with section 2164 of the Public Health Law and §2854(1)(b) of the Education Law in regards to exemptions to immunizations. Forms and materials will be printed in various languages as required to best meet the needs of the charter school's student population.

NEW YORK STATE IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRANCE/ATTENDANCE	
Diphtheria Toxoid Containing Vaccine (DTP, DTaP) **	3 doses
Polio (IPV) (OPV)	3 OPV or 4 IPV
Measles Mumps Rubella (MMR)	Born before 1985 – 1 dose of measles, mumps, rubella(MMR) Born on or after 1985 – 2 doses of measles containing vaccine and 1 dose each of mumps and rubella

	(preferably as MMR)
Hepatitis B ***	Born on or after 01/01/93 – 3 doses 7 th Graders – Entering school on or after 9/01/2000 ***
Varicella	Born on or after 1/1/98 1 dose
<p>** DTaP is the currently recommended vaccine.</p> <p>*** Hep B – 7th Graders – 3 doses of RecombivaxHB, Engerix B or 2 doses of adult hepatitis B vaccine (Recombivax) for children 11 to 15 years old.</p>	

Attachment 37**FREEDOM OF INFORMATION LAW POLICY**

Please see Exhibit "E" for a copy of our Freedom of Information Law policy.

Attachment 38

Please see Exhibit "F" for our Open Meetings Law Policy.

Attachment 39

COMPLAINT PROCESS

Any individual or group ("complainant") may bring a complaint to the Board of Trustees alleging a violation of the New York Charter Schools Act, the charter or other applicable laws relating to the management or operation of the school. The complaint may be presented to the Board in an open meeting or in written form. The Board shall respond at or prior to the next public meeting of the Board of Trustees. Every effort will be made to respectfully address the matter to the satisfaction of the individual or group who presented the complaint. The Board shall render a determination in writing and provide such determination to the complaining party, together with a copy of the State University's "Guidelines of the Charter Schools Institute for Handling Complaints received Pursuant to Education Law §2855(4)." If the complainant determines that the Board did not adequately address the complaint, the complainant may bring the complaint to the Trustees of the State University of New York. If the complainant determines that the Trustees do not adequately address the complaint, the complainant may bring the complaint to the Board of Regents. The Trustees of the State University of New York and the Board of Regents have the authority, under the Charter Schools Act, to take appropriate action. Upon a determination being made by the Board of Trustees or the Board of Regents, a copy of the determination will be transmitted to the complainant and the entity not involved in the action.

Attachment 40

DISSOLUTION OF CHARTER

In the event of closure or dissolution, the Brooklyn Excelsior Charter School shall inform parents of their need to seek an alternative choice for the education of their child. This shall be done at the earliest possible opportunity. Additionally, a list of students attending the school will be sent to the school district of the students' residence.

The Brooklyn Excelsior Charter School shall transfer student records to the school district in which the charter school is located. The parents of the enrolled students shall be notified of the transfer of records. In cooperation with the school district in which the charter school is located and the student's district of residence, the Brooklyn Excelsior Charter School shall transfer the students to the appropriate school.

The assets of the school shall be transferred to the school district in which the Charter School is located.

Attachment 41**PERSONNEL POLICY**

Please see Exhibit "G" for a copy of our personnel policy.

Attachment 42

INSTRUCTIONAL STAFF

Staff Roster

Title	Year 1	Year 2	Year 3	Year 4	Year 5
Aides	.3	1.5	2	2	2
Librarian	.2	1	1	1	1
Nurse	.5	.5	.5	.5	.5
Physical & Occupational Therapist	.3	.3	.5	.7	.7
Principal	1	1	1	1	1
Principal, Assistant	-	1	1	1	1
Science Specialist	.2	1	1	1	1
Secretary	1	1	1	1	1
Secretary, Assistant	-	-	-	1	1
Special Education Teacher	1	1.5	1.7	2	2
Speech Therapist	.5	.7	.9	1	1
Teachers	10	20	23	26	27
Teacher, Art	.2	.5	1	1	1
Teacher, Music	.2	.5	1	1	1
Teacher, PE	.2	.5	1	1	1
Technology Specialist	.2	1	1	1	1

Typical Classroom Configuration

Each classroom shall hold 25 students and one teacher. The teacher may schedule a parent volunteer for activities requiring additional supervision. In some high needs classrooms, a parent volunteer or teacher aide may be assigned on a part-time or full-time basis as needed.

Staff Certification

Charter schools may allow up to 30 percent of the instructional staff or up to 5 teachers, whichever is less, to teach without having required New York State certification or alternative certification by the Commissioner of Education. It is the intent of the school to restrict hiring of such staff within these limits per §2854(3)(a-1) of the New York State Education Law.

Attachment 43**COLLECTIVE BARGAINING WAIVER**

Brooklyn Excelsior Charter School's enrollment shall not exceed 250 students in the first year. The collective bargaining waiver is not applicable.

Start-Up Budget

REVENUE

NHA Contributed Funds	160,246
Total Start-Up Revenue	<u>160,246</u>

SALARIES (part-time):

Principal	15,625	March-August 2003
Secretary	3,750	May-August 2003
Marketing Coordinator	4,688	March-August 2003
Information Referral Coordinator	3,750	March-August 2003
Benefits	5,482	
Subtotal	<u>33,295</u>	

PERSONNEL

Staff Recruitment	37,500	Begins February 2003
Training	20,736	August 2003
Travel	13,140	
Lodging	4,050	
Subtotal	<u>75,426</u>	

MARKETING EXPENSES:

Direct Mail	15,000	Begins February 2003
Radio Commercial Production	2,500	Begins February 2003
Radio Commercial Airtime	6,500	Begins February 2003
Print Advertisements	7,400	Begins February 2003
Information Sessions	4,000	Begins February 2003
Subtotal	<u>35,400</u>	

TRAVEL AND LEGAL:

Travel	3,000
Legal	7,500
Miscellaneous	1,500
Subtotal	<u>12,000</u>

OFFICE:

Temporary Space Rental	1,250	March-July 2003
Telephone	1,500	March-July 2003
Utilities	625	March-July 2003
Printing and Postage	750	March-July 2003
Subtotal	<u>4,125</u>	

Total Start-Up Expenses	<u>160,246</u>
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Assumptions??

Attachment 45

Budgets

Please see the following pages for the budgets.

Proposed Budgets and Revisions

Twice a year NHA will provide to the Board a proposed budget. The Board will review the budget, request additional information if necessary and approve the budget. On a quarterly basis, an NHA representative shall present financial statements to the Board that compares the proposed budget to actual expenditures with a column for the amount of variance. At this time, the Board reviews the financial statements and may request additional information.

ATTACHMENT 45

FIRST YEAR BUDGET

Students	240
Classrooms	10
Revenue/Pupil	7,006

Cash
Flow

	Start-up	Year One Operating	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
Revenues:														
Per Pupil Aid		1,681,440	140,120	140,120	140,120	140,120	140,120	140,120	140,120	140,120	140,120	140,120	140,120	140,120
Food Sales to Pupils		13,200	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100
Free/Reduced Lunch		8,800	733	733	733	733	733	733	733	733	733	733	733	733
Special Education		19,488	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624	1,624
NHA Contribution Funds	160,246	300,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Total Revenues		2,022,928	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577
Expenses:														
Instructional														
Art Teacher Salary		7,130	594	594	594	594	594	594	594	594	594	594	594	594
Music Teacher Salary		7,130	594	594	594	594	594	594	594	594	594	594	594	594
PE Teacher Salary		7,130	594	594	594	594	594	594	594	594	594	594	594	594
Teacher Salaries		356,500	29,708	29,708	29,708	29,708	29,708	29,708	29,708	29,708	29,708	29,708	29,708	29,708
Salaries - At risk		13,676	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140	1,140
Substitute Teacher		6,000	500	500	500	500	500	500	500	500	500	500	500	500
Benefits and Taxes		78,360	6,530	6,530	6,530	6,530	6,530	6,530	6,530	6,530	6,530	6,530	6,530	6,530
Prof. Dev.		3,600	300	300	300	300	300	300	300	300	300	300	300	300
Supplies and Materials		25,400	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117	2,117
Textbooks		52,000	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333	4,333
Dues and fees		230	19	19	19	19	19	19	19	19	19	19	19	19
Miscellaneous		1,150	96	96	96	96	96	96	96	96	96	96	96	96
Travel		2,300	192	192	192	192	192	192	192	192	192	192	192	192
Meetings/Meals		1,150	96	96	96	96	96	96	96	96	96	96	96	96
Field Trips		1,150	96	96	96	96	96	96	96	96	96	96	96	96
Total Instructional		562,906	46,909	46,909	46,909	46,909	46,909	46,909	46,909	46,909	46,909	46,909	46,909	46,909
Special Education														
Salaries & Wages		68,400	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700	5,700
Benefits and Taxes		13,482	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124	1,124
Prof. Dev.		360	30	30	30	30	30	30	30	30	30	30	30	30
Supplies		500	42	42	42	42	42	42	42	42	42	42	42	42
Travel		500	42	42	42	42	42	42	42	42	42	42	42	42
Total Special Education		83,242	6,937	6,937	6,937	6,937	6,937	6,937	6,937	6,937	6,937	6,937	6,937	6,937

ATTACHMENT 45

School Administration

Principal's Salary	15,625	68,000	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667	5,667
Assistant Principal		0	0	0	0	0	0	0	0	0	0	0	0	0
Secretary	3,750	25,000	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083
Assistant Secretary		0	0	0	0	0	0	0	0	0	0	0	0	0
School Nurse		18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Aides		3,120	260	260	260	260	260	260	260	260	260	260	260	260
Benefits and Taxes	3,819	22,493	1,874	1,874	1,874	1,874	1,874	1,874	1,874	1,874	1,874	1,874	1,874	1,874
Prof. Dev.		800	67	67	67	67	67	67	67	67	67	67	67	67
Supplies		5,000	417	417	417	417	417	417	417	417	417	417	417	417
Postage		1,000	83	83	83	83	83	83	83	83	83	83	83	83
Printing		2,000	167	167	167	167	167	167	167	167	167	167	167	167
Dues and fees		700	58	58	58	58	58	58	58	58	58	58	58	58
Travel		3,000	250	250	250	250	250	250	250	250	250	250	250	250
Meetings & meals		500	42	42	42	42	42	42	42	42	42	42	42	42
Miscellaneous		500	42	42	42	42	42	42	42	42	42	42	42	42
Total School Administration		150,113	12,509	12,509	12,509	12,509	12,509	12,509	12,509	12,509	12,509	12,509	12,509	12,509

Library

Salaries		5,250	438	438	438	438	438	438	438	438	438	438	438	438
Benefits and Taxes		1,035	86	86	86	86	86	86	86	86	86	86	86	86
Books		18,000	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Supplies		1,000	83	83	83	83	83	83	83	83	83	83	83	83
Total Library		25,285	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107	2,107

Educational Supporting Services:

Technology		4,750	396	396	396	396	396	396	396	396	396	396	396	396
Science		3,800	317	317	317	317	317	317	317	317	317	317	317	317
Software Fees		12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Educational Supporting Services		20,550	1,713	1,713	1,713	1,713	1,713	1,713	1,713	1,713	1,713	1,713	1,713	1,713

Equipment/Furniture

Insurance		1,000	83	83	83	83	83	83	83	83	83	83	83	83
Rentals		40,000	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333
Repair		1,000	83	83	83	83	83	83	83	83	83	83	83	83
Maintenance		4,000	333	333	333	333	333	333	333	333	333	333	333	333
Miscellaneous		4,000	333	333	333	333	333	333	333	333	333	333	333	333
Total Equipment/Furniture		50,000	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167

Facilities

Maint. Equip & Supplies		14,000	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167
Insurance		5,000	417	417	417	417	417	417	417	417	417	417	417	417
Rent		630,000	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500	52,500
Repairs		7,000	583	583	583	583	583	583	583	583	583	583	583	583
Maintenance		40,000	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333

ATTACHMENT 45

Telephone		6,000	500	500	500	500	500	500	500	500	500	500	500
Gas		8,640	720	720	720	720	720	720	720	720	720	720	720
Electric		34,560	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880	2,880
Sewer & water		2,000	167	167	167	167	167	167	167	167	167	167	167
Waste & trash		2,000	167	167	167	167	167	167	167	167	167	167	167
Miscellaneous		1,000	83	83	83	83	83	83	83	83	83	83	83
Total Facilities		750,200	62,517	62,517	62,517	62,517	62,517	62,517	62,517	62,517	62,517	62,517	62,517
Board													
Legal Expenses		2,500	208	208	208	208	208	208	208	208	208	208	208
Audit Fees		5,000	417	417	417	417	417	417	417	417	417	417	417
Miscellaneous		1,000	83	83	83	83	83	83	83	83	83	83	83
Meetings & meals		1,000	83	83	83	83	83	83	83	83	83	83	83
Total Board		9,500	792	792	792	792	792	792	792	792	792	792	792
Food Service													
Food and Milk		22,000	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833
Total Food Service		22,000	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833
General Administration													
Accounting		55,861	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655
Administration	4,125	87,283	7,274	7,274	7,274	7,274	7,274	7,274	7,274	7,274	7,274	7,274	7,274
Human Resources	75,426	66,335	5,528	5,528	5,528	5,528	5,528	5,528	5,528	5,528	5,528	5,528	5,528
Technology		20,948	1,746	1,746	1,746	1,746	1,746	1,746	1,746	1,746	1,746	1,746	1,746
Legal	12,000	13,965	1,164	1,164	1,164	1,164	1,164	1,164	1,164	1,164	1,164	1,164	1,164
Marketing	45,501	34,913	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909	2,909
School Operations		69,826	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819	5,819
Total General Administration		349,132	29,094	29,094	29,094	29,094	29,094	29,094	29,094	29,094	29,094	29,094	29,094
Total Operating Expenditures	160,246	2,022,928	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577	168,577

Five Year Budget

	Year One	Year Two	Year Three	Year Four	Year Five
Students	240	480	555	630	655
Classrooms	10	20	23	26	27
Revenue/Pupil	7,006	7,174	7,346	7,458	7,637
Revenues:					
Per Pupil Aid	1,681,440	3,443,589	4,077,210	4,698,736	5,002,439
Food Services - Sales to Pupils	13,200	16,474	19,810	23,386	25,286
Food Services - Dept of Ag. Reimburse.	8,800	10,982	13,206	15,591	16,858
Special Education	19,488	40,535	48,479	56,989	61,549
NHA Contribution	300,000				
Total Revenues	\$ 2,022,928	\$ 3,511,580	\$ 4,158,704	\$ 4,794,702	\$ 5,106,132
Expenses:					
Instructional					
Art Teacher Salary	7,130	14,260	17,825	35,650	37,076
Music Teacher Salary	7,130	14,260	17,825	35,650	37,076
PE Teacher Salary	7,130	14,260	17,825	35,650	37,076
Classroom Teacher Salaries	356,500	741,520	886,858	1,042,636	1,126,047
Teacher Salaries - At risk	13,676	18,463	20,104	20,924	21,761
Substitute Teacher's Salaries	6,000	15,600	13,800	15,600	16,200
Teacher Benefits and Taxes	78,360	161,299	192,022	233,782	251,349
Teacher Professional Development	3,600	7,200	8,280	9,360	9,720
Teaching Supplies and Materials	25,400	47,424	55,875	64,927	69,887
Textbooks	52,000	108,160	129,359	152,082	164,248
Instructional - dues and fees	230	478	572	673	726
Instructional - miscellaneous	1,150	2,392	2,861	3,363	3,632
Instructional - travel	2,300	4,784	5,722	6,727	7,265
Instructional - meetings & meals	1,150	2,392	2,831	3,363	3,632
Field Trips	1,150	2,392	2,861	3,363	3,632
Total Instructional	562,906	1,154,884	1,374,620	1,663,751	1,789,327
Special Education					
Salaries & Wages	68,400	96,520	105,100	118,745	121,975
Teacher Benefits and Taxes	13,482	19,024	20,715	23,405	24,041
Teacher Professional Development	360	749	779	810	842
Supplies	500	1,040	1,244	1,462	1,579
Travel	500	1,040	1,244	1,462	1,579
Total Special Education	83,242	118,373	129,082	145,884	150,017
School Administration					
Principal's Salary	68,000	70,720	73,549	76,491	79,550
Assistant Principal	-	46,800	48,672	50,619	52,644
Secretary	25,000	26,000	27,040	28,122	29,246
Assistant Secretary	-	22,880	23,795	24,747	25,737
School Nurse	18,000	18,540	19,669	20,269	21,080
Lunch/Playground Aide	3,120	3,245	3,375	3,510	3,650
Benefits and Taxes	22,493	37,091	38,651	40,161	41,767
Professional Development	800	832	865	900	936
Supplies	5,000	10,400	12,438	14,623	15,793
Postage	1,000	2,080	2,488	2,925	3,159
Printing	2,000	4,160	4,975	5,849	6,317
Dues and fees	700	728	757	787	819
Travel	3,000	3,120	3,245	3,375	3,510
Meetings & meals	500	520	541	562	585
Miscellaneous	500	520	541	562	585
Total School Administration	150,113	247,636	260,601	273,502	285,378
Library					
Salaries & Wages Librarian	5,250	5,460	11,357	11,811	12,284
Benefits and Taxes	1,035	1,076	2,238	2,328	2,421
Books	18,000	18,000	18,000	18,000	18,000
Supplies	1,000	2,080	2,488	2,925	3,159
Total Library	25,285	26,616	34,083	35,064	35,864
Educational Supporting Services:					
Contracted Services-technology	4,750	4,940	5,138	5,343	5,557
Contracted Services-science	3,800	3,952	4,110	4,274	4,445
Software/Licenses/Fees	12,000	24,960	29,852	35,093	37,903
Total Educational Supporting Services	20,550	33,852	39,100	44,710	47,905
Equipment/Furniture					
Insurance	1,000	2,080	2,488	2,925	3,159
Rentals	40,000	83,200	99,507	116,986	126,345
Equipment repair	1,000	2,080	2,488	2,925	3,159

Attachment 46

Equipment maintenance	4,000	8,320	9,951	11,699	12,634
Miscellaneous	4,000	8,320	9,951	11,699	12,634
Total Equipment/Furniture	50,000	104,000	124,385	146,234	157,931
Facilities					
Maintenance Equip & Supplies	14,000	29,120	34,828	40,945	44,221
Property & Casualty Insurance	5,000	10,400	12,438	14,623	15,793
Rent	630,000	630,000	825,000	825,000	825,000
Repairs	7,000	14,560	17,414	20,473	22,110
Maintenance	40,000	83,200	99,507	116,986	126,345
Telephone	6,000	12,480	14,926	17,548	18,952
Gas	8,640	8,986	9,734	10,124	10,529
Electric	34,560	35,942	38,938	40,495	42,115
Sewer & water	2,000	4,160	4,975	5,849	6,317
Waste & trash	2,000	4,160	4,975	5,849	6,317
Miscellaneous	1,000	2,080	2,488	2,925	3,159
Total Facilities	750,200	835,088	1,065,223	1,100,817	1,120,858
Board					
Legal Expenses	2,500	2,600	2,704	2,812	2,925
Audit Fees	5,000	5,200	5,408	5,624	5,849
Miscellaneous	1,000	1,040	1,082	1,125	1,170
Meetings & meals	1,000	1,040	1,082	1,125	1,170
Total Board	9,500	9,880	10,276	10,686	11,114
Food Service					
Cost of Food and Milk	22,000	27,456	33,016	38,977	42,144
Total Food Service	22,000	27,456	33,016	38,977	42,144
General Administration (ESP Group)					
Accounting	55,861	152,607	174,131	213,612	234,495
Administration	87,283	238,449	272,080	333,770	366,398
Human Resources	66,335	181,221	206,780	253,665	278,463
Information Technology	20,948	57,228	65,299	80,105	87,936
Legal	13,965	38,152	43,533	53,403	58,624
Marketing	34,913	95,379	108,832	133,508	146,559
School Operations	69,826	190,759	217,664	267,016	293,119
Total General Administration	349,132	953,794	1,088,318	1,335,078	1,465,593
Total Operating Expenditures	\$ 2,022,928	\$ 3,511,580	\$ 4,158,705	\$ 4,794,702	\$ 5,106,131
Total Revenues	\$ 2,022,928	\$ 3,511,580	\$ 4,158,704	\$ 4,794,702	\$ 5,106,132
	0	0 0	0 0	0 0	0 0

Assumptions

Brooklyn Excelsior Charter School Enrollment

Grade	Year 1		Year 2		Year 3		Year 4		Year 5	
	Section	Students	Section	Students	Section	Students	Section	Students	Section	Students
K	2	40	4	80	4	80	4	80	4	80
1	2	50	3	75	3	75	3	75	3	75
2	2	50	3	75	3	75	3	75	3	75
3	2	50	3	75	3	75	3	75	3	75
4	1	25	3	75	3	75	3	75	3	75
5	1	25	2	50	3	75	3	75	3	75
6			2	50	2	50	3	75	3	75
7					2	50	2	50	3	75
8						0	2	50	2	50
TOTAL	10	240	20	480	23	555	26	630	27	655

**Kindergarten is full time

	Y1	Y2	Y3	Y4	Y5
Avg Teacher Salary	35,650	37,076	38,559	40,101	41,705
Sections	10	20	23	26	27
Enrollment	240	480	555	630	655
Sub teacher per classroom	600	600	600	600	600
Teacher benefits and taxes	19.71% of salaries				
Profession Development	360 per classroom				
Expansion to building	Year 3				
Expenses increases each year by	4%				
Revenue increases each year by	2.40%				

A) Per pupil aid	7,006	7,174	7,346	7,458	7,637
B) Number of Students	240	480	555	630	655

A times B = total pupil aid 1,681,440 3,443,589 4,077,210 4,698,736 5,002,439

Per month revenue cash flow is determined by dividing revenue by the number of months (1,681,440/12=140,120)

Attachment 47**START-UP BUDGET**

The start-up budget plan, the first-year budget, and the five-year budget have been reviewed by staff at National Heritage Academies. National Heritage Academies has successfully operated 27 charter schools with satisfactory annual audits for all schools. The budget is based on historical data provided by NHA through their experience in starting up and operating charter schools, including the Rochester Leadership Academy Charter School.

Attachment 48

PROGRAMMATIC AND FISCAL AUDITS

Per the Charter School Act, Section 2857, Article 56:

The school shall provide to the charter entity and to the Board of Regents an annual report. The annual report will be issued no later than the first day of August of each year for the preceding school year. The annual report shall include the following:

A School Report Card, which shall include measures of the comparative academic and fiscal performance of the school, as prescribed by the commissioner in regulations adopted for such purpose. Such measures shall include, but not be limited to, graduation rates, dropout rates, performance of students on standardized tests, college entry rates, total spending per pupil and administrative spending per pupil.

Discussion of the progress made towards achievement of the goals set forth in the charter.

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.

The independent fiscal audit shall be conducted by a New York State certified public accountant in accordance with Generally Acceptable Accounting Practice as required by the U.S. Comptroller General.

The school shall be open to representatives from the State Board of Regents and the chartering entity for examination or inspections of the school.

Attachment 49**INSURANCE**

Brooklyn Excelsior Charter School shall work with a licensed and state approved insurance company for the following coverage:

Automobile	\$1,000,000
Umbrella	\$2,000,000
CGL	\$1,000,000
D & O	\$1,000,000
Bond	\$500,000
Property	BPP \$400,000