Response A – Transmittal Form

**Name of Charter School:** Academy of the City Charter School

**School Board Certification Statement:**
(to be signed by chairperson of the education corporation board or his/her designee):

*I hereby certify that the information submitted in this Application for Renewal is true to the best of my knowledge and belief; that the education corporation's board of trustees has reviewed this application; and that, if awarded a renewal charter, the school shall operate in a manner consistent with the description outlined in the Application for Renewal.*

[Signature of Chair of Education Corporation Board of Trustees (or designated signatory authority):

Print/Type Name: Nancy Sills  
Title (if designated): Board Chair  
Date: 8/1/15

**Contact Information:**

Contact Name: Richard Lee  
Title: Principal

Mailing Address: 31-29 60th Street

Telephone: 718-487-9857  
Facsimile: 718-785-9592  
E-mail [REDACTED]

Management Company (If any): N/A  
Management Company Phone #: N/A

Primary Contact at Management Company: N/A  
Email address: N/A

Partner Organization Name (If any): The Open School Project  
Partner Organization Phone #: 718-577-1243

Primary Contact at Partner Organization: Richard Welles  
Email address: [REDACTED]

**School Summary:**

Grades to be served in the term of the next charter: K-5

Total proposed enrollment: first year of renewal charter term: 396; last year of renewal charter term: 420

From which districts will the school likely draw students?: New York City CSD 30, 24
## Response B – Application Checklist

<table>
<thead>
<tr>
<th>Response</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Transmittal Form</td>
<td></td>
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</tr>
<tr>
<td>B. Application Checklist</td>
<td></td>
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<tr>
<td>C. Executive Summary</td>
<td></td>
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<tr>
<td>D(1)a. Accountability Plan Progress Report</td>
<td></td>
<td></td>
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<tr>
<td>D(1)b. Annual Reports</td>
<td>Yes</td>
<td></td>
<td>All annual reports are on file with the Institute</td>
</tr>
<tr>
<td>D(2)a. Parent Satisfaction</td>
<td></td>
<td></td>
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<tr>
<td>D(2)b. Contact Information</td>
<td></td>
<td></td>
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<tr>
<td>D(2)c(1-12). Policies and Procedures</td>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>D(2)d. Assurances</td>
<td>Yes</td>
<td></td>
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<tr>
<td>D(3)a. Financial Statement</td>
<td></td>
<td></td>
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<tr>
<td>D(3)b. Fiscal Policies and Procedures</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D(3)c. Miscellaneous Financial Documents</td>
<td>Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D(4)a. Educational Program</td>
<td>Yes</td>
<td>Our World Neighborhood Charter School 2</td>
<td>11/19/10</td>
</tr>
</tbody>
</table>

*All applications must include these Responses.*

*All applications must include this Response.*

*Specific response, attachment, or exhibit incorporated by reference (Example: Response 13(e) – Bylaws)*

Attachments 14(a) – Curriculum Alignment, Attachment 14(b) – Operational Curriculum, Attachment 14(c) – Curriculum Effectiveness, Attachment 17(a) – Administration of State Tests, Attachment 17(b) – Other Assessment Methods, Attachment 18 – Use of Assessment Data, Attachment 17(a) –
<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Are you incorporating this response by reference?</th>
<th>Referenced Charter Information</th>
<th>Specific response, attachment, or exhibit incorporated by reference</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A</td>
<td>B</td>
<td>C</td>
</tr>
<tr>
<td></td>
<td>A. Mission Statement</td>
<td>x</td>
<td>Our World Neighborhood Charter School 2 11/19/10 Attachment 11 – Mission Statement</td>
</tr>
<tr>
<td></td>
<td>B. Key Design Elements</td>
<td>x</td>
<td>Our World Neighborhood Charter School 2 11/19/10 Attachment 12(b) – Key Design Elements</td>
</tr>
<tr>
<td></td>
<td>C. Enrollment Chart</td>
<td>All applications must include this Exhibit.</td>
<td></td>
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<tr>
<td></td>
<td>D. School Calendar and Daily Schedule</td>
<td>x</td>
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<td></td>
<td>E. Staffing Plan</td>
<td>All applications must include this Exhibit.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>D(4b). Governance Structure</td>
<td>x</td>
<td>Our World Neighborhood Charter School 2 11/19/10 Attachment 28 – Responsibilities of Trustees and Attachment 29 – Trustee Qualifications</td>
</tr>
<tr>
<td></td>
<td>D(4c). Fiscal Plan</td>
<td>All applications must include these Responses.</td>
<td></td>
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<tr>
<td></td>
<td>D(5d). Facility Plan</td>
<td>Optional</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Administration of State Tests, Attachment 17(b) – Other Assessment Methods and Attachment 18 – Use of Assessment Data, Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
<td></td>
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<tr>
<td></td>
<td>Management of State Tests, Attachment 17(b)</td>
<td>Other Assessment Methods and Attachment 18 – Use of Assessment Data, Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
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<tr>
<td></td>
<td>Attachment 17(b) – Other Assessment Methods</td>
<td>Attachment 18 – Use of Assessment Data, Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
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</tr>
<tr>
<td></td>
<td>Attachment 18 – Use of Assessment Data</td>
<td>Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Administration of State Tests, Attachment 17(b)</td>
<td>Other Assessment Methods and Attachment 18 – Use of Assessment Data, Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Attachment 17(b) – Other Assessment Methods</td>
<td>Attachment 18 – Use of Assessment Data, Attachment 22 – English Language Learners, Attachment 23 – At-risk Design Factors, Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program</td>
<td></td>
</tr>
<tr>
<td><strong>F. Accountability Plan</strong></td>
<td>x</td>
<td></td>
<td>Finalization of the accountability plan occurred in the first year and is on file with the Institute.</td>
</tr>
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<tr>
<td><strong>G. Enrollment and Retention Plan</strong></td>
<td>All applications must include this Exhibit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>H. By-Laws</strong></td>
<td>x</td>
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<tr>
<td><strong>I. Code of Ethics</strong></td>
<td>x</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>J. Management Company Contract</strong></td>
<td>Not applicable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>K. Budget Projection</strong></td>
<td>All applications must include this Exhibit.</td>
<td></td>
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</tr>
</tbody>
</table>
Response C – Executive Summary

At the conclusion of its first charter term, Academy of the City Charter School (AoC) respectfully submits its application for a full five-year renewal to the SUNY Board of Trustees.

Background

AoC was founded in 2011 to provide an excellent progressive, inquiry-based program to students in CSD 30 (Queens). Originally modeled after Our World Neighborhood Charter School and called Our World Neighborhood Charter School II, prior to opening the school changed its name to Academy of the City Charter School (AoC) in accordance with its mission as a community-based school using the resources of New York City, and has operated independently since.

In its first year, the school opened in Long Island City and served students in Kindergarten and 1st grades, and has added one grade each year since. In its last year of this charter term (2015-16), the school is fully enrolled, serving students in K-5th grades. This will be the grade configuration for the foreseeable future. The school moved to a new facility in Woodside in its third year, with plans to remain in the facility through the subsequent charter term, if approved.

Academic Program and Outcomes

AoC’s academic program provides students with a literacy- and inquiry-based curriculum that encourages critical thinking and that celebrates the diverse nature of the school population and the community in which the school is located. The school’s program provides students with multiple ways to access academic content and build skills to strengthen literacy and critical thinking skills, including pedagogical methods such as direct instruction guided by commercial curriculum (AoC uses Go Math as the foundation for its math curriculum). AoC is also committed to the arts, with all students receiving both art and music instruction throughout the entire academic year. Project based learning incorporates the arts into classroom led projects that allow children to deepen their knowledge of curriculum. The school offers a resource room setting to meet the needs of students with disabilities and sheltered language instruction provided by two full time English as a Second Language (ESL) teachers to address the needs of English language learners (ELLs). The school monitors student academic progress through the administration of the Measures of Academic Progress assessment from the Northwest Evaluation Association (NWEA MAP) for math and reading (to students in 2nd, 3rd and 4th grades), Fountas and Pinnell literacy assessment, teacher and commercial curriculum developed assessments and, since the 2013-14 school year, student performance on New York State assessments.

Early evidence of the effectiveness of AoC’s academic program can be found in its students' overall growth achieved on the NWEA MAP exam. As demonstrated in Tables 1 and 2 below, on the whole, students have achieved positive net growth in ELA and math compared to their peers from throughout the country.

| Table 1: AoC Student Growth in Reading Based on NWEA MAP NCE¹ |
|-----------------|----------------|----------------|----------------|
| Number Tested  | NCE Average June 2013 | NCE Average June 2014 | Net Gain |

¹ NCE stands for Normal Curve Equivalent. An NCE of 50 indicates that students are making approximately one year of growth. Anything above 50 indicates more growth, below 50 less growth.
 Shortly before the submission of this renewal application, AoC received scores for its first set of students who took the 4th grade New York State science assessment. As additional evidence of the effectiveness of its program, note that nearly 90% of AoC’s students achieved proficiency (see Table 3), far exceeding the 75% goal for student proficiency outlined in the school's Accountability Plan.

<table>
<thead>
<tr>
<th>Number Test</th>
<th>NCE Average June 2013</th>
<th>NCE Average June 2014</th>
<th>Net Gain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort 1 (3rd Grade in 2014)</td>
<td>48</td>
<td>54.44</td>
<td>55.86</td>
</tr>
<tr>
<td>Cohort 2 (2nd grade in 2014)</td>
<td>46</td>
<td>50</td>
<td>53.33</td>
</tr>
</tbody>
</table>

Table 2: AoC Student Growth in Math Based on NWEA MAP NCE

Additionally, while AoC underperformed CSD 30 in math during the 2013-14 school year – the first year it had eligible students (those in at least their second year at the school) to take the math exam - Table 4 demonstrates that in 2014-15, the school exceeded CSD’s performance by 5.6%. Notably, Chalkbeat reported that AoC’s 20.8% gain in overall math achievement between 2013-14 and 2014-15 was the fourth largest positive change in math of all schools in New York City.²

<table>
<thead>
<tr>
<th></th>
<th>AoC</th>
<th>CSD 30</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-14</td>
<td>26.8</td>
<td>42.0</td>
<td>-15.2</td>
</tr>
<tr>
<td>2014-15</td>
<td>49.2</td>
<td>43.6</td>
<td>5.6</td>
</tr>
</tbody>
</table>

Table 4: AoC Student Math Percent Proficiency Compared to CSD 30

While AoC is proud of the environment it has created and the strength of aspects of its program, internal assessment data demonstrated need for further strengthening and refinement of aspects of its program, which was especially confirmed in the school’s third year (2013-14) and, for ELA, continued after receipt of the 2014-15 assessment results. The SUNY Charter Schools Institute performed a 3rd year visit to the school in May 2014. Feedback that the Institute provided on site (and later elaborated on with the April 2015 release of the report) identified multiple areas for growth, including lack of sufficient teacher coaching and support, curriculum not sufficiently aligned to the Common Core Learning Standards and lack of a norming process for assessment scoring, among other concerns. Soon after the visit, AoC received its first year of New York State assessment results in math and ELA. The scores fell short of where the school needed to be to meet accountability plan goals, with the school performing below the district and achieving negative effect sizes in both subjects.

The board and school leadership have acted decisively in direct response to visit feedback and assessment results. Board members recognized the need to develop an action plan to address academic deficits. In the spring of 2014, the board hired an experienced independent consultant to help elaborate on SUNY’s findings, identify additional weaknesses and make recommendations for how to more effectively implement the school’s program. The school added a Dean of School Culture to focus on discipline, allowing the school’s principal and assistant principal to play a greater role in supporting the academic program, and bulked up teacher coaching by hiring an external instructional coach to provide additional ongoing support to teachers. The school provided teachers with additional professional development to ensure that they understood and effectively used Fountas and Pinnell assessment results and could use them to drive instructional decision-making, as well as professional development on effectively implementing Go Math. Leaders worked closely with teachers to support them in developing lessons and assessments more closely linked to the Common Core Learning Standards (CCLS). The school also hired a consulting organization to conduct a thorough analysis of the school’s curriculum to support closer alignment with the CCLS. The leadership’s expectations have increased and been reinforced with regard to making assessments more rigorous, valid and reliable, and in support of its writing program the school is implementing a school-wide writing rubric. Recognizing that student outcomes on the 2014-15 ELA exam continue to be below where they need to be at the time of submission of this application, school leaders are working to select a commercial curricular product to be introduced early the 2015-15 school year to provide additional structure to the ELA program, and feel confident that such a program will yield strong results in a manner to those used to strengthen the school’s math and science programs. Also, the school will be providing even more “on the job” training (verses training off site), with additional coaches coming into the school to provide support with the school’s curricular programs.

If granted a subsequent charter term, the school will continue to take actions to improve academic outcomes. These will include hiring an additional assistant principal to provide more coaching and support to teachers and hiring a data coach to help teachers and administrators effectively use data and to support teachers in developing quality assessments. The school will also hire a Director of Student Support Services to coordinate and strengthen all intervention services. School leaders and the board will continue to monitor the effectiveness of its efforts, and to make changes as necessary in commitment to providing students with an excellent education and understanding that the school’s existence is linked to an accountability bargain requiring the attainment of strong academic outcomes on standardized assessments.

**Operations, Facilities, Finance and Governance**

The school is in a position to devote almost all of its energy to strengthening its academic program since it is exceptionally strong in many of the areas that support the school’s program, including operations, finance and governance. It also has the advantage of being in a high quality facility that will meet its needs in the foreseeable future.

In its first year of operation, Academy of the City’s leadership managed to negotiate free space in a building co-located with an existing charter school. This arrangement allowed the school to fully fund its program, and to build up a significant cash reserve. In response to challenges articulated above, the school is in a strong position to increase staffing and provide professional development and other support. The school has also managed to find and move into a new facility in CSD 30 – one of the most crowded districts in New York City. The facility is clean, welcoming and well-equipped to serve almost all
of the school’s needs with only minor expansion (through the use of “re-locatable” classrooms) in the school’s fifth year as the school adds a 5th grade.

In the school’s second year, AoC was one of multiple charter schools in New York City in which staff voted to adopt a collective bargaining agreement through the United Federation of Teachers (UFT). Initial contract negotiations went well, with a contract agreed upon shortly after the commencement of negotiations. The school and UFT agreed to an amendment revising and extending the contract in April 2015 after only weeks of negotiations. AoC is proud of its status as a unionized charter school and believes that it helps ensure that teachers have a voice in the school. The agreement has strengthened the level of respect and communication between staff and leadership. Since the signing of the agreement, there have been no formal petitions that have risen to the school’s leader, board, or to the UFT. Especially since the adoption of its initial contract, the school has had success in retaining staff, including an 86% retention rate between the 2013-14 and 2014-15 school years.

Throughout the charter term, and especially in recent years, AoC has maintained high levels of parent satisfaction, made concerted efforts to encourage parent participation, and worked to ensure that parents’ voices are heard. AoC’s full time parent coordinator offers regular workshops to families designed to increase parent interaction with the school and provide support to families, especially those who are economically disadvantaged, have children who are EL’s or who have learning disabilities. Demand for the school is high, with the school maintaining a waitlist of 957 students for 99 available seats for the 2015-16 school year.

AoC has been, and continues to be fiscally sound. The school has had positive cash flows since opening, and is able to address areas in the academic program in need of growth while maintaining or increasing quality in all areas. In budgeting for the future, the school has been conservative, planning for minimal fundraising and keeping per pupil funding nearly flat for all five years of the subsequent charter term, all while increasing staff, providing for regular pay increases per the school’s collective bargaining agreement, and accounting for regular facility cost increases. Throughout the charter term AoC’s audits have been consistently unqualified and the school’s internal numbers have always been independently verified without need for any adjustments to the budget. In its third year, the school did experience a theft of cash, but acted decisively and transparently in addressing the issue, recovered the vast majority of the funds, and in learning from the incident, significantly strengthened its financial policies and procedures. AoC contracts with Accounting Services of New York, Inc. for financial and bookkeeping services, which allows the school to benefit from the well informed, outside expertise in financial practices brought by the organization’s staff, and intends to continue using their services in the next charter term.

Throughout the charter term, the school has had all required policies and procedures in place, and therefore there have not been any instances of non-compliance with applicable rules and regulations. AoC’s admissions policy has been used as an exemplar by other charter schools.

Academy of the City has an active, committed, stable board that has been open and transparent in its operations. AoC’s board regularly monitors the school’s academic program, the performance of the school’s leadership and its partnership with the school’s partner, The Open School Project (OSP). OSP played a significant role in founding the school and initial start-up activities, while continuing to offer strategic planning and other services. While the board currently has two members who are associated with OSP, board members have actively worked to avoid conflicts of interest, and the board has been conscientious about sending any contracts with OSP to SUNY prior to approval.
Notably, in responding to concerns about the academic program noted above, the school’s board reexamined its priorities and put its full focus on the school’s current academic program. Based on significant demand from families and the broader community, the board had been planning to develop a middle school program, but in response to need for improvement, chose to put plans for a middle school on hold indefinitely. To further strengthen its governance role, the board has expanded the mandate of its committees to include operations and advocacy. The board is also actively recruiting new members to strengthen its current expertise, and is developing clearer, more ambitious benchmarks to measure the school leadership's success. In addition, the board is exploring new ways, particularly in operations, to enhance the school leader's ability to focus on the academic program.

**Conclusion**

Academy of the City Charter School is a highly sought after, diverse, community based charter school that is proud of the successes that it has achieved during its first charter term, but well aware of areas where it needs to continue to make growth. Based on the thoughtful changes that the board and school leadership have made in response to these challenges as well as significant indication of academic growth and achievement in some subjects during the 2014-15 school year, the school’s board and leaders feel confident that AoC is well positioned for success in the next charter term.
AoC has submitted Accountability Plan Progress Reports to SUNY each year as required. Please incorporate by reference the plans for 2011-12, 2012-13 and 2013-14.

Only 2014-15 New York State assessment absolute scores and some comparisons to the local district (Community School District (CSD) 30) are available at the time of submission of this application. AoC will submit an APPR as a revision to the application within 30 days of the release of additional score information.

The following presents a high level overview of AoC’s attainment of Accountability Plan goals during its first charter term. In reviewing this information, it is important to note that AoC initially served only students in Kindergarten and 1st grades and has generated very limited accountability data. In its third year (the first with New York State assessment data for ELA and math), the school did not meet most of its goals. As discussed throughout this application (and in detail in the APPRs on file with the Institute), AoC’s leadership and board have taken multiple, significant steps to address areas of academic deficit. Please see Table 1 for an overview of AoC’s attainment of accountability plan goals to date.

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<tbody>
<tr>
<td>Absolute ELA</td>
<td>Each year 75 percent of students who are enrolled in at least their second year will perform at proficiency on the NYS exam.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ABSOLUTE ELA</td>
<td>Each year the school’s aggregate Performance Index on the State exam will meet the Annual Measurable Objective set forth in the State’s NCLB accountability system.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>TBD</td>
</tr>
<tr>
<td>Comparative ELA</td>
<td>Each year the percent of students enrolled in at least their second year and performing at proficiency will be greater than that of students in the same grades in the local district.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>Did not meet</td>
</tr>
<tr>
<td>Comparative ELA</td>
<td>Each year the school will exceed its predicted percent of students at proficiency on the state exams by at least a small Effect Size [at least 0.3] based on its percentage of Economically Disadvantaged students.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>TBD</td>
</tr>
<tr>
<td>Growth ELA</td>
<td>Each year, the school’s unadjusted mean growth percentile will meet or exceed the state’s unadjusted mean growth percentile.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>TBD</td>
</tr>
<tr>
<td>Growth ELA</td>
<td>Each year, on the MAP NWEA reading assessment, all grade-level cohorts of students (in grades 2</td>
<td>N/A</td>
<td>N/A</td>
<td>Met</td>
<td>Close to Meeting</td>
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</tbody>
</table>

Response D(1)a – Accountability Plan Progress Report
A grade-level cohort exceeds an NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.

<table>
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</thead>
<tbody>
<tr>
<td>Absolute MATH</td>
<td>Each year 75 percent of students who are enrolled in at least their second year will perform at proficiency on the NYS exam.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Absolute MATH</td>
<td>Each year the school’s aggregate Performance Index on the State exam will meet the Annual Measurable Objective set forth in the State’s NCLB accountability system.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Comparative MATH</td>
<td>Each year the percent of students enrolled in at least their second year and performing at proficiency will be greater than that of students in the same grades in the local district.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>Met</td>
<td></td>
</tr>
<tr>
<td>Comparative MATH</td>
<td>Each year the school will exceed its predicted percent of students at proficiency on the state exams by at least a small Effect Size [at least 0.3] based on its percentage of Economically Disadvantaged students.</td>
<td>N/A</td>
<td>N/A</td>
<td>Did not meet</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Growth MATH</td>
<td>Each year, the school’s unadjusted mean growth percentile will meet or exceed the state’s unadjusted mean growth percentile.</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Growth Math</td>
<td>Each year, on the MAP NWEA assessment, all grade-level cohorts of students (in grades 2 and higher) will reduce by one-half the gap between their average NCE in the previous year and an NCE in the current year. If a grade-level cohort exceeds an NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.</td>
<td>N/A</td>
<td>N/A</td>
<td>Met</td>
<td>Close to Meeting</td>
<td></td>
</tr>
<tr>
<td>Science Absolute</td>
<td>Each year, 75 of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State science exam starting in the 2014-15 school year as the school</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>Met</td>
<td></td>
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</tbody>
</table>
Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on the state science exam will be greater than that of students in the same tested grades in the local school district (CSD 30).

Under the state’s NCLB accountability system, the school’s Accountability Status is in good standing: the state has not identified the school as a Focus School nor determined that it has met the criteria to be identified as a local-assistance-plan school.

**English Language Arts**

**ENGLISH LANGUAGE ARTS**

**Goal 1: Absolute Measure**

Each year, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State English language arts exam starting in the 2013-2014 school year as the school will have children in third grade.

SUNY has not been considering absolute performance as a key metric since the advent of Common Core aligned tests. AoC will continue to aspire to meet the ELA absolute performance goal in the charter term. See Table 2 for absolute outcomes to date.

**Table 2: English Language Arts Performance by Grade Level and School Year**

<table>
<thead>
<tr>
<th>Grade</th>
<th>2011-12</th>
<th>2012-13</th>
<th>2013-14</th>
<th>2014-15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percent of Students Enrolled in At Least Their Second Year Achieving Proficiency</td>
<td>Percent</td>
<td>Number Tested</td>
<td>Percent</td>
<td>Number Tested</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>27</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>All</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>27</td>
</tr>
</tbody>
</table>

**ENGLISH LANGUAGE ARTS**

**Goal 1: Absolute Measure**

Each year, the school’s aggregate Performance Index (PI) on the state English language arts exam will
meet that year’s Annual Measurable Objective (AMO) set forth in the state’s NCLB accountability system.

Table 3 demonstrates that AoC did not meet its required PI on the state English language arts exam.

**Table 3: English Language Arts Performance Index [PI] and Annual Measurable Objective [AMO] by School Year**

<table>
<thead>
<tr>
<th>School Year</th>
<th>Grades</th>
<th>Performance Index PI</th>
<th>Annual Measurable Objective AMO</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2012-13</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>2013-14</td>
<td>3</td>
<td>30</td>
<td>89</td>
</tr>
<tr>
<td>2014-15</td>
<td>3-4</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**ENGLISH LANGUAGE ARTS**

**Goal 1: Comparative Measures**

Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on the state English language arts exam will be greater than that of students in the same tested grades in the local school District 30 starting in the 2013-2014 school year as the school will have children in third grade.

As demonstrated in Table 4, AoC did not meet or exceed the performance of CSD 30 on the New York State ELA exam. School leaders have taken significant actions to improve outcomes. As described throughout this renewal application, these have included strengthening the school’s writing program and providing teachers with more training on implementing the school’s ELA program, which has largely been based on the Teachers College (TC) Reading and Writing Project. In light of 2014-15 outcomes that continue to be somewhat below the local district (CSD 30), school leaders are adopting even more significant changes. In particular, at the time of submission of this application, school leadership is in the process of selecting an new curricular program to supplement TC curriculum, especially with regard to providing more support for student constructed response – an area where students continue to struggle. School leaders and the board have great confidence that additional programmatic support will yield excellent results in the same way that similar programmatic changes have led to significant gains in math and strong initial results in science (see below).

**Table 4: Comparison to District**

<table>
<thead>
<tr>
<th>New York State English Language Arts Percent Proficient</th>
</tr>
</thead>
<tbody>
<tr>
<td>AoC</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>All</td>
</tr>
</tbody>
</table>

**ENGLISH LANGUAGE ARTS**
**Goal 1: Comparative Measures**

Each year, the school will exceed its predicted level of performance on the state English language arts exam by at least a small Effect Size (performing higher than expected to a small degree) according to a regression analysis controlling for students eligible for free lunch among all public schools in New York State.

AoC’s Effect Size for ELA in 2013-14, its first year of testing, found the school performing slightly lower than expected compared to other schools with a similar percentage of students who qualify as economically disadvantaged.

**Table 5: Effect Size by School Year for ELA**

<table>
<thead>
<tr>
<th>School Year</th>
<th>Effect Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>N/A</td>
</tr>
<tr>
<td>2012-13</td>
<td>N/A</td>
</tr>
<tr>
<td>2013-14</td>
<td>-0.09</td>
</tr>
<tr>
<td>2014-15</td>
<td>TBD</td>
</tr>
</tbody>
</table>

**ENGLISH LANGUAGE ARTS**

**Goal 1: Comparative Measures**

Each year, the school will exceed its predicted level of performance on the state English language arts exam by at least a small Effect Size (performing higher than expected to a small degree) according to a regression analysis controlling for students eligible for free lunch among all public schools in New York State.

**ENGLISH LANGUAGE ARTS**

**Growth Measures**

Each year, on the Measures of Academic Performance from Northwest Evaluation Association reading assessment, all grade-level cohorts of students (in grades 2 and higher) will reduce by one-half the gap between their average NCE in the previous year and an NCE of 50 in the current year. If a grade-level cohort exceeds and NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.

While the school’s first second cohort of students (in 3rd grade in the 2014-15 school year) saw growth drop compared to the previous year to under a norm curve equivalent (NCE) of 50 on the NWEA MAP ELA exam, Table 6 demonstrates that most AoC students are making over a year of growth on the assessment, and the school’s 1st cohort’s (in 4th grade in 2014-15) growth increased over the previous year.

**Table 6: Cohort Performance on NWEA MAP Reading Test by School Year**

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort 1:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 4</td>
<td>N/A</td>
<td>48.68</td>
<td>50</td>
<td>+1.32</td>
<td>53.51</td>
<td>+3.51</td>
</tr>
<tr>
<td>Cohort 2:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 3</td>
<td>N/A</td>
<td>48.59</td>
<td>52.48</td>
<td>+3.89</td>
<td>48.68</td>
<td>-3.80</td>
</tr>
</tbody>
</table>
Mathematics

Goal 1: Absolute Measure

Each year, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State mathematics exam starting in the 2013-2014 school year as the school will have children in third grade.

SUNY has not been considering absolute performance as a key metric since the advent of Common Core aligned tests. AoC will continue to aspire to meet the mathematics absolute performance goal in the charter term. See Table 7 for absolute outcomes to date.

### Table 7: Mathematics Performance by Grade Level and School Year

<table>
<thead>
<tr>
<th>Grade</th>
<th>Percent of Students Enrolled in At Least Their Second Year Achieving Proficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>All</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Of note, AoC experienced significant absolute growth in math proficiency between 2013-14 and 2014-15 school years. In 2013-14, the percentage of all students (not just those in at least their second year) scoring proficient on the New York State math assessment was 26.8%. In 2014-15, the total math proficiency rose to 49.2% - a total gain of 20.8%.

MATHEMATICS

Goal 1: Absolute Measure

Each year, the school’s aggregate Performance Index (PI) on the state mathematics exam will meet that year’s Annual Measurable Objective (AMO) set forth in the state’s NCLB accountability system.

Table 8 demonstrates that AoC did not meet its required PI on the state mathematics exam.

### Table 8: English Language Arts Performance Index [PI] and Annual Measurable Objective [AMO] by School Year

<table>
<thead>
<tr>
<th>School Year</th>
<th>Grades</th>
<th>Performance Index</th>
<th>Annual Measurable</th>
</tr>
</thead>
</table>

Response D(1)a – Accountability Plan Progress Report  Pg. 6 of 10
## MATHEMATICS

### Goal 1: Comparative Measures

Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on the state mathematics exam will be greater than that of students in the same tested grades in the local school District 30 starting in the 2013-2014 school year as the school will have children in third grade.

As demonstrated in Table 9, in its first year with eligible students, AoC did not meet or exceed the performance of CSD 30 on the New York State mathematics exam; but outperformed CSD 30 by 5.6% in the 2014-15 school year allowing the school to exceed its this goal.

### Table 9: Comparison to District

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>AoC</td>
<td>N/A</td>
<td>N/A</td>
<td>23.2</td>
<td>54.6</td>
</tr>
<tr>
<td>CSD 30</td>
<td>N/A</td>
<td>34.0</td>
<td>34.0</td>
<td>43.0</td>
</tr>
<tr>
<td>3</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>44.2</td>
</tr>
<tr>
<td>All</td>
<td>N/A</td>
<td>N/A</td>
<td>23.2</td>
<td>49.2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>34.0</td>
<td>43.6</td>
</tr>
</tbody>
</table>

## MATHEMATICS

### Goal 1: Comparative Measures

Each year, the school will exceed its predicted level of performance on the state mathematics exam by at least a small Effect Size (performing higher than expected to a small degree) according to a regression analysis controlling for students eligible for free lunch among all public schools in New York State.

As demonstrated in Table 10, AoC’s effect size for mathematics in 2013-14, its first year of testing, found the school performing lower than expected compared to other schools with a similar percentage of students who qualify as economically disadvantaged.

### Table 10: Effect Size by School Year for Mathematics

<table>
<thead>
<tr>
<th>School Year</th>
<th>Effect Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12</td>
<td>N/A</td>
</tr>
<tr>
<td>2012-13</td>
<td>N/A</td>
</tr>
<tr>
<td>2013-14</td>
<td>-0.37</td>
</tr>
<tr>
<td>2014-15</td>
<td>TBD</td>
</tr>
</tbody>
</table>
**MATHEMATICS**

**Growth Measures**

Each year, on the Measures of Academic Performance from Northwest Evaluation Association math assessment, all grade-level cohorts of students (in grades 2 and higher) will reduce by one-half the gap between their average NCE in the previous year and an NCE of 50 in the current year. If a grade-level cohort exceeds and NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.

While the school’s first cohort of students (in 4th grade in the 2014-15 school year) saw its overall level of growth drop compared to the previous year, Table 11 demonstrates that AoC students are now exceeding norm curve equivalent (NCE) of 50, demonstrating that they are making over a year of growth in math as measured by progress on the NWEA MAP math test.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cohort 1: Grade 4</td>
<td>N/A</td>
<td>54.44</td>
<td>55.86</td>
<td>+1.42</td>
<td>53.24</td>
<td>-2.62</td>
</tr>
<tr>
<td>Cohort 2: Grade 3</td>
<td>N/A</td>
<td>50</td>
<td>53.33</td>
<td>+3.33</td>
<td>56.71</td>
<td>+3.38</td>
</tr>
<tr>
<td>Cohort 3: Grade 2</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>52.65</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Science**

**GOAL III: SCIENCE**

Academy of the City Charter School’s students will meet or exceed the New York State core curriculum standards and National Education standards for their grade level. The Science curriculum is designed to ensure that students collect and record first-hand data, to represent and analyze it using the scientific method. Children will learn to identify patterns, describe relationships, make connections, develop models, pose questions, make predictions, check hypotheses and puzzle over answers using the scientific method.

**SCIENCE**

**Absolute Measures**

Each year, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State science exam starting in the 2014-2015 school year as the school will have children in fourth grade.

AoC’s first cohort of 4th graders took the New York State science exam in the 2014-15, and far exceeded the goal of 75% proficiency on the exam as demonstrated in Table 12. This is evidence that the school’s approach to science is effective and that leadership’s decision in the school’s second year to add additional structure to the science program by adopting Science Fusion as the school’s curriculum was a
sound one. However, AoC will strive to help 100% of students achieve proficiency by being reflective and adjusting curriculum and instructional practices to make the program as strong as possible.

### Table 12: Science Performance by Grade Level and School Year

<table>
<thead>
<tr>
<th>Grade</th>
<th>Percent of Students Enrolled in At Least Their Second Year at Proficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011-12 %</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>All</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**SCIENCE**

**Comparative Measures**

Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on a state science exam will be greater than that of students in the same tested grades in the local school district 30.

AoC’s first cohort of 4th graders took the New York State science exam in 2014-15; however, at the time of submission of this application, the school does not yet have access to science data for CSD 30.

### Table 13: Science Performance by Grade Level and School Year

<table>
<thead>
<tr>
<th>Grade</th>
<th>Percent of Students Enrolled in At Least Their Second Year at Proficiency Compared to CSD 30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011-12 %</td>
</tr>
<tr>
<td>4</td>
<td>N/A</td>
</tr>
<tr>
<td>All</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**NCLB**

**GOAL IV: NCLB**

Under the state’s NCLB accountability system, the schools’ Accountability Status will be “Good Standing” each year.

**NCLB**

Under the state’s NCLB accountability system, the school’s Accountability Status is in good standing: the state has not identified the school as a Focus School nor determined that it has met the criteria to be identified as a local-assistance-plan school.

As indicated in Table 14, AoC has been in Good Standing under the NCLB system throughout the entire charter term.

### Table 14: NCLB Status by Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>Status</td>
</tr>
<tr>
<td>----------</td>
<td>------------</td>
</tr>
<tr>
<td>2011-12</td>
<td>Good Standing</td>
</tr>
<tr>
<td>2012-13</td>
<td>Good Standing</td>
</tr>
<tr>
<td>2013-14</td>
<td>Good Standing</td>
</tr>
<tr>
<td>2014-15</td>
<td>TBD</td>
</tr>
</tbody>
</table>
Response D1(b) – Annual Reports

Per instructions in SUNY’s Application for Charter Renewal, please incorporate by reference AoC’s Annual Reports, which are on file with the Institute.
COLLECTIVE BARGAINING AGREEMENT BETWEEN UNITED FEDERATION OF TEACHERS AND ACADEMY OF THE CITY CHARTER SCHOOL

June 1, 2013-JULY 31, 2015
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
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</thead>
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<tr>
<td>ARTICLE 1—RECOGNITION</td>
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<td>ARTICLE 2—MANAGEMENT RIGHTS</td>
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<td>ARTICLE 3—PERSONNEL POLICIES</td>
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<td>ARTICLE 4—DUE PROCESS</td>
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<td>ARTICLE 12—PAID TIME OFF AND LEAVES OF ABSENCE</td>
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<td>ARTICLE 13—UNION SECURITY</td>
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<td>ARTICLE 14—PAYROLL DEDUCTION OF UNION DUES</td>
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<td>ARTICLE 15—REDUCTION IN FORCE AND RECALL</td>
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<td>ARTICLE 16—NO STRIKE-NO LOCKOUT</td>
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<td>ARTICLE 17—CONFORMITY TO LAW</td>
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<td>ARTICLE 18—ANTI DISCRIMINATION</td>
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<td>ARTICLE 19 DURATION</td>
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<td>ARTICLE 20—AMENDMENT</td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>APPENDIX A</td>
<td></td>
<td></td>
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</tbody>
</table>

APPENDIX A
Preamble

AGREEMENT by and between Academy of the City Charter Schools (herein called “AOC” or “Employer” or “School”) and United Federation of Teachers, Local 2, American Federation of Teachers, AFL-CIO (herein called “Union” or “UFT”).

WHEREAS, Academy of the City Charter School offers a unique educational experience worthy of support and employs a model (The Open Model) that exalts participatory democracy, community input, collaborative leadership, social justice, progressive education, and reflective practice; and

WHEREAS, the School and UFT (together, the “Parties”) desire to maintain a collaborative relationship so as to provide the best opportunity for Academy of the City Charter School to succeed in its educational mission; and

WHEREAS, in the formative years of a new school the Parties must maintain fluid communication and willingness to work together to address issues and concerns with students’ interests at the basis of each decision;

NOW THEREFORE, the Parties have entered into this Agreement in the expectation that it provides a sound foundation for the growth and success of AOC, to the benefit of the entire AOC family.

Article 1

Recognition

The School recognizes the UFT as the exclusive representative of full time and regular part time professional instructional employees of Academy of the City Charter School, including, but not limited to, the titles of Teacher, Lead Teacher, Associate Teacher, English Language Learner Teacher, Special Education Teacher, Special Education Coordinator, and Guidance Counselor, excluding substitute teachers, clerical, administrative, maintenance, supervisory and management personnel, and other employees. Bargaining unit members are referred to herein as “Employees,” “Faculty,” or “Bargaining Unit Members.” Should the School employ a new title or category of employees having a community of interest with Employees in the existing bargaining unit described herein, employees in such new title or category shall be included within the existing bargaining unit, and upon request of the Union, the Parties shall negotiate the terms and conditions of employment for such new title or category of employees; but nothing contained herein shall be construed to require re-negotiation of terms and conditions of employment applicable to Employees in the existing bargaining unit as a result of the School’s re-designation of the title or category of Employees in the unit.
Article 2

Management Rights

Except as limited or modified by this Agreement and/or by applicable law, it is understood and agreed that the AOC Board of Trustees (herein called “Board”) retains all of its powers and authority to direct, manage and control the School to the full extent of the New York State Charter School Law and the regulations applicable to a New York education corporation. Input from the Faculty will be considered and decisions will be derived in a collaborative model; final decisions will rest with the Board.

Included in, but not limited to, those powers is the right to:

• Determine the school mission and overall program design as described in the charter;
• Establish educational policies with respect to admitting students;
• Determine staffing patterns and design;
• Determine the number of personnel and kinds of personnel required;
• Ensure the rights and educational opportunities of all students;
• Maintain Board operations;
• Move or modify facilities;
• Establish budget procedures and determine budgetary allocations; and
• Determine the methods of raising revenue.

The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, the New York State Public Employees Fair Employment Act, and to the extent such specific and express terms are in conformance with law.

Article 3

Personnel Policies

The policies set forth in the AOC Employee Handbook October 2012 (“Personnel Policies”) shall continue to apply to School Employees to the extent that such Personnel Policies are not contrary to or inconsistent with this Agreement. Alleged violations of the Personnel Policies shall be subject to the grievance procedure set forth in Article 5 herein. To the extent that the Personnel Policies are contrary to or inconsistent with this Agreement, this Agreement supersedes the Personnel Policies.
Article 4

Due Process

A. Just Cause

No Employees shall be disciplined without just cause. Discipline shall include discharges, terminations, suspensions with or without pay, and formal reprimands. An Employee shall not be fined.

B. Progressive Discipline

Any discipline shall be in accordance with the procedures for progressive discipline. The use of progressive discipline is intended to correct Employee misconduct or other failure to satisfy the requirements of the job. Thus an Employee will ordinarily receive verbal counseling before a written reprimand, and a written reprimand before being suspended. Moreover, a short suspension will generally precede a longer suspension and/or dismissal. However, in cases where an Employee engages in serious misconduct, the School may skip some steps or even dismiss an Employee, provided that just cause for the discipline imposed is established. Depending on the particular facts of each case, examples of such serious misconduct may include, but are not limited to:

1. Intentional falsification of employment records, employment information, or other School records;
2. Theft or intentional damage or destruction of any School property or the property of any Employee or student;
3. Possession of any firearms or any other dangerous weapons on School premises at any time;
4. Possession or use of any intoxicant on School grounds or at a School-sponsored event including alcohol or controlled substances (unless such substances are supported by a valid prescription);
5. Conviction of any felony or crime involving moral turpitude or criminal harassment;
6. Convictions of any crime involving physical abuse of a student or minor;
7. Failure to maintain necessary credential(s) required for the position;
8. Abandonment of position, which shall mean absence for five (5) consecutive School Days without notice unless the employee shall have reasonable cause for failure to notify;
9. Sexual harassment or sexual misconduct with a student, including sexual touching, serious or repeated communications of an overtly sexual nature, action that could reasonably be interpreted as soliciting a sexual relationship, or possession or use of child pornography.
For purposes of discipline based on a performance evaluation, the procedures set forth in Article 10 shall constitute progressive discipline.

C. All reference to School Days specified in this Agreement shall be deemed to exclude Saturdays, Sundays, and contractual holidays and all other days on which the school is closed. All reference to School Days in this Agreement shall also exclude the summer vacation period except in the case of a grievance that arises during the summer vacation period.

D. Procedures for Notice of Suspension or Dismissal

To initiate a suspension or dismissal, the School shall deliver a Notice of Discipline (“Notice”) to the Employee either (i) in person or (ii) by certified and registered mail. The Notice shall contain a statement, in ordinary language, of the alleged factual basis upon which the suspension or dismissal is based, any rule or regulation alleged to have been violated, and the proposed penalty. The Employee shall also be given a copy of any documentary materials upon which such action is based within five (5) School Days of the Notice, unless by agreement of both the School and the Employee to extend this deadline. A copy of the Notice shall be mailed and emailed to the Union at the same time with Notice to the Employee, although failure to adhere to this timetable shall not affect the Discipline imposed upon the Employee.

E. Employee Files

Official personnel files shall be maintained under the following conditions:

1. An Employee shall be provided a copy of any non-routine material which is to be placed in his/her official file. The Employee shall acknowledge that he/she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the document to be filed and does not necessarily indicate agreement with its content.

2. An Employee has the right to view his or her personnel file and to reproduce the material in it after scheduling an appointment with reasonable notice with the School office.

3. Once an official of the School has been placed on notice of an incident, if the incident has not been reduced to writing within one (1) month of its occurrence, exclusive of the summer vacation period, the incident may not later be added to the file.

4. An Employee shall have the right to answer, within thirty (30) calendar days, in writing, any material placed in his or her file. His/her answer shall be attached to the file copy of the material.

5. An Employee shall have the right to have material removed from his/her file four (4) years from the date it was placed in the file, provided that the material is not being used in a grievance or arbitration concerning discipline.

6. At a formal disciplinary proceeding, the only disciplinary file materials that may be introduced are those that: (a) have been properly placed in an Employee’s personnel file in accordance with Article 4(E)(1); and (b) materials that are in the process of being prepared for
the Employee’s file, provided that any materials AOC intends to introduce are provided to the Employee and his/her Representative no less than two (2) School Days prior to the start of the formal disciplinary proceeding, regardless of the due process level at which discipline is being initiated.

7. While the content of the material in the file cannot be grieved, an Employee has the right to challenge the accuracy and fairness of such material in a grievance or arbitration concerning discipline.

F. Grievances under this Article

An Employee may initiate a grievance challenging a violation of this Article by filing a grievance at Level One pursuant to Article 5. An Employee who is grieving discipline pursuant to the evaluation system shall initiate the grievance at Level Two.

G. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any meeting that may result in discipline (a “Disciplinary Meeting”). Prior to the Disciplinary Meeting, the School shall notify the Employee of the nature of the meeting and their right to have a Representative present. The Employee may request to be represented by a Representative prior to or during such a meeting. During a non-disciplinary meeting, if the subject of the meeting evolves into a Disciplinary Meeting, the Employer shall notify the Employee immediately of that fact and that the Employee may assert the right to have Union representation. If the Employee believes that the meeting has evolved into a Disciplinary Meeting, he or she may assert the right to have Union representation, in which case, the meeting shall be adjourned until the Employee can be represented by a Representative.

As much as practicable, such Disciplinary Meetings shall be scheduled at a mutually acceptable time and within a reasonable period of time from the occurrence or issue in question and shall be confidential, except in an emergency involving health or safety issues, when immediate intervention may be required. If necessary, the meeting will be rescheduled to allow the Employee to obtain Union representation. The meeting shall be suspended until such representation is secured or refused by the Employee. However, nothing in this Agreement shall prevent a supervisor from observing and counseling teachers about their performance in accordance with the School’s established procedures.

H. Probationary Employees

A Probationary Employee is any Employee serving less than one (1) full calendar year in his or her position. The probationary period may be extended by mutual agreement of the School and Union in writing. A grievance concerning termination for Probationary Employees will conclude at Level Two of the grievance procedure.
Article 5

Grievance

An individual Employee, a group of Employees, or the Union on behalf of all the Employees (collectively, the “Grievant”) may initiate a grievance pursuant to the terms of this Agreement. A “grievance” shall mean a complaint by an Employee, a group of Employees, or the Union that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

A. Scheduling of Grievance Meetings

Conferences held pursuant to “Informal Level” or “Level One” through “Level Three” (“Grievance Meetings”) held under this Article shall be conducted at such times as afford a fair and reasonable opportunity for all persons entitled to be present to attend. Ordinarily, such meetings shall be scheduled for a mutually convenient time when the employee is not working with students. However, should the School convene a meeting during the workday of any Employee who is entitled to be present, such Employee shall be relieved from work to the extent necessary to permit attendance, and shall not suffer a loss of pay or other benefit.

B. Right to Representation

Employees are entitled to be accompanied by a Union Representative (“Representative”) at any Grievance Meeting.

C. Grievance Procedure

Informal Level

Every effort should be made to resolve the grievance informally between the Grievant and the supervisor involved.

Level One: Principal or Designee

If the grievance is not resolved at the Informal Level, a concise summary of the grievance shall be submitted to the principal or his/her designee in writing within fifteen (15) School Days of the occurrence or omission or the realization of the occurrence or omission, detailing the article or articles of the contract allegedly violated. A conference shall take place within five (5) School Days of delivery of the grievance to the principal or his/her designee. A written memo will be returned by the principal or his/her designee to the Grievant and Union within five (5) School Days of the occurrence of the conference. If the grievance has not been resolved or the conference has not taken place, the Union may take the grievance to Level Two.

Level Two: Board Chair or Designee

If the grievance is not resolved at Level One, within seven (7) School Days after receiving the written decision, the Union may appeal to the Board Chair or his/her designee. Within seven (7) School Days of receiving the appeal the Board Chair or designee will facilitate a meeting to attempt to find an acceptable resolution. Resolution of the grievance will be
discussed and a written memo will be returned within five (5) School Days of the occurrence of the conference by the Board Chair or Designee. If the grievance has not been resolved or the meeting has not been facilitated, the Union may take the grievance to Level Three.

Level Three: Arbitrator

If the grievance (including but not limited to a grievance related to discipline) is not resolved at Level Two, the Union, within fifteen (15) School Days after receiving the Level Two response, or within fifteen (15) School Days of the expiration of any time period for the Board Chair or designee to act at Level Two, may submit a notice of arbitration to the Employer with a copy to the American Arbitration Association (AAA). The Notice shall set forth the claim submitted for arbitration, the specific provision(s) of the Agreement involved, and the remedy sought.

The Union shall request the AAA to process the grievance to arbitration in accordance with the Labor Arbitration Rules of the AAA, which rules shall apply to all aspects of the arbitration proceeding. The arbitrator shall have not authority to add to, subtract from, fail to apply, alter, amend, or in any way modify the terms and provisions of the Agreement. An arbitrator may provide for and direct such relief as the arbitrator deems necessary and proper, subject to the limitations set forth herein and any applicable limitations of law.

As soon as practicable, the parties agree to identify three (3) arbitrators mutually acceptable to both parties for the resolution of disputes by proposing candidates to the other party. The arbitrators shall serve on a rotational basis to hear and determine the case submitted within twenty-one (21) School Days of submission if possible. If no panel arbitrator is available to hear the case within twenty-one (21) School Days, the regular rotational order shall determine the arbitrator selected for the case. All arbitration hearings will be concluded within thirty (30) School Days. The arbitrator shall have one (1) month from the conclusion of the proceeding to issue the award.

The arbitrator’s decision shall be final and binding on the Employer, the Union, and the Grievant. The Employer agrees to apply to all substantially similar situations the decision of an arbitrator sustaining a grievance. The Union agrees that it will not bring or continue any grievance that is substantially similar to a grievance denied by the decision of an arbitrator. All costs for the service of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be shared by the School and the Union. All other costs, except for release time for the grievant(s) and witnesses, shall be borne by the party incurring them.

Failure on the part of the Employer to answer a grievance at any step within the specified time limit shall entitle the Union to proceed to the next Level, as applicable.

D. No Reprisals

No reprisals of any kind will be taken by the Board, the School or representative or Employee of the Board or School against any grievant, any party in interest, or any other participant in the grievance procedure by reason of such participation.
Article 6

Professional Mediation

1. Where differences of opinion related to school-based decisions, policies, or practice not covered by this CBA cannot be resolved, a mediation process will be available to facilitate the resolution of these differences. Although encouraged as a mechanism for problem-solving, participation in a mediation process is voluntary.

2. In order to utilize the mediation process, the Union or School may request the service of (a) person(s) identified as expert in mediation (a “Mediator”). Selections of such person(s) will be made by the School and the Union from a list of mediators mutually agreed upon by the School and the Union.

3. The Mediator will initiate the mediation process within ten (10) School Days of submission to mediate. This process is expected to be completed within thirty (30) School Days unless the participants, including the Mediator, believe it beneficial to continue the process.

   a. If a resolution is reached, the Mediator will prepare an agreement, consistent with this Agreement and the Public Employees Fair Employment Act, for the participants to confirm and sign. It is expected that the participants will adhere in good faith to the agreement. Where one of the participants believes that a good faith effort is not being made to adhere to the agreement, the participant will contact the Board Chair (or Board Designee) who will assess the situation and take actions as necessary to assure implementation of the agreement.

   b. If there is no resolution, the Mediator will send letters to the participants confirming termination of the mediation process. In addition, the Mediator will send letters to the Board and Union advising them of the same.

Article 7

Rates of Pay

A. Salary

Effective September 1, 2013, Salaries shall be paid in accordance with the provisions discussed herein and the schedules attached as Appendix A.

1. Employees shall be placed by the School in the salary step of the applicable salary schedule reflecting their years of experience with the School and their years of comparable school experience with previous employer(s) subject to final approval by the Principal and as further set forth below (Step 1 reflects less than one year of experience; Step 2 reflects more than one but less than two years of such experience, etc.). A maximum of 9 years shall be credited for prior experience. Employees shall be placed by the School in the column reflecting the highest level of education completed (i.e., BA, MA, MA+30).

2. At the beginning of each school year Employees shall advance one step if they have completed the years of service to qualify for the next step, adjusted for breaks in service and for prior credited comparable service. Employees shall advance to a higher
differential column when they provide official transcripts to establish that they have met the degree or college credits in education or other area relevant to the School’s mission and position. Upon providing the transcript, the Employee’s pay shall be increased retroactive to the date the qualifications were met, or two months prior to providing such evidence, whichever is less. Education beyond a master’s degree shall be credited only if the credits are in education or otherwise reasonably related to the employee’s duties.

3. A one-time lump sum longevity bonus of $1,000.00 shall be granted an Employee with fifteen (15) years of experience and a one time lump sum longevity bonus of $2,000.00 shall be granted an Employee with twenty (20) years of total experience. The bonus shall be given upon completion of the fifteenth and twentieth year of total experience in first pay period of the subsequent school year.

B. Unscheduled Coverage

If an Employee is required to provide unscheduled coverage, the School shall have the option of providing compensatory time off during the same work week. If such compensatory time off is not provided, the Employee shall be entitled to additional compensation at the rate of $35.70 per period.

C. Pay Practices

Employees shall have their annual salary, which is earned during the regular school year (as defined in Article 8), pro-rated over twelve (12) months to provide summer vacation pay. Employees who work less than the school year (as defined in Article 8) pro-rated to reflect their actual days in pay status during the academic year as a proportion of the total number of academic calendar days.

Employees shall be placed on a higher salary column on a salary schedule when they provide evidence that they have met the requirements for that column. Upon providing such evidence to the School, the Employee’s pay shall be increased effective at the beginning of the next pay period. The School shall accept unofficial transcripts and diplomas as preliminary evidence of completion of college or 30+ credits for salary advancement. The Employee will be required to provide official documents as confirmation once they become available.
Article 8

Work Schedule and Assignments

A. Work Year and Day

1. Employees shall work no more than 190 School Days (including both Instructional Days and Professional Development Days)

2. Work Day: Employees’ normal work day shall begin at 8:00 AM and end at 4:00 PM. Student arrivals and dismissals before or after the normal work day will be supervised by members of the Administrative Team and Security Personnel. Employees shall attend faculty meetings one day per week from 4:00 PM to 5:00 PM. The Professional Development day shall begin at 8 AM and end at 4 PM. All other professional development outside of the work day and work year shall be deemed optional for all Employees.

3. The School will follow the same holiday schedule as the New York City Board of Education (except that Election Day and Chancellors Day may be classroom School Days) The School is not precluded from giving all employees additional time off as the School’s schedule allows or if required by this Agreement.

4. Meetings

School Functions: Unless formally excused, teachers shall participate in all regular school functions during or outside of the normal school day, such as parent conferences, collaborative team meetings, curriculum meetings, graduations and other similar activities such as concerts, shows and celebrations, and major fund-raising events. School functions which will occur outside of the normal school day will be announced at least two weeks in advance, and will be scheduled no more than two times a month. In the event that a school function is scheduled outside of normal working hours without two weeks notice, and an Employee is unable to attend due to a prior commitment or personal hardship, the Employee will not suffer any adverse consequences (including but not limited to being disciplined) for not attending.

Faculty Meetings and Professional Development: Faculty meetings will be scheduled one day a week from 4:00 PM to 5:00 PM, except in the event of an emergency. The principal and chapter leader shall discuss and agree upon a day for faculty meetings not less than a week before the meeting is to be scheduled. Suggestions for the meeting’s agenda should be submitted to the principal within a reasonable amount of time prior to each meeting. In the event that an emergency faculty meeting is necessary, and an Employee is unable to attend due to a prior commitment or personal hardship, the Employee will not suffer any adverse consequences (including but not limited to being disciplined) for not attending.

5. Employees shall receive a daily duty-free lunch period of no less than forty (40) minutes. Each teacher will be given at least seventy (70) minutes per day for preparation time. Preparation time is to be used for preparation related to teaching duties and/or Union business and not for personal business or conducting personal appointments.
6. AOC will follow the schedule of the Board of Education of the City School District of the City of New York (doing business as the NYC Department of Education) schedule regarding weather and other non-AOC related emergency closings. Procedures for other AOC related emergency closings will be formulated in the appropriate committee.

7. Committee Meetings: The School shall provide time during work hours for committees (including those set forth in Article 9) to meet at least once per month for one (1) hour. Additional time may be requested if needed. This request shall not be unreasonably denied.

B. Assignments

1. The principal shall make the final determination on assignments using the following criteria:

   • Legal requirements and qualifications
   • Satisfactory evaluation
   • Expertise and relevant experience

   In the absence of substantial distinguishing differences in the above criteria, length of service at the School shall be the determining factor.

2. Employees shall be notified of their final assignments for the next school year on or before May 1.

   **Article 9**

   **Professional Leadership and Growth**

   Academy of the City is committed to the Faculty taking a leadership role in a school environment where Faculty members’ talents will be supported and utilized to their fullest potential. Employees will have the opportunity to participate in decision-making roles on curricular and extra-curricular issues. To this end, Academy of the City will have two at School Standing Committees: (1) Leadership and (2) Hiring. Ad Hoc Committees may be established by the Principal and Leadership Committee as necessary. Additionally, Bargaining Unit Members may participate on Academy of the City Board Committees in accordance with Article 9(C).

   At the start of each school year, the Principal and the UFT Chapter Leader will meet and determine the numbers of staff positions on both Standing Committees. In both Standing Committees, Faculty representatives shall be democratically selected by Bargaining Unit Members using a process determined by the Bargaining Unit Members. All members of the Bargaining Unit may serve on a minimum of one Standing or Ad Hoc Committee.

   Shared decision-making is central to the philosophy of Academy of the City and school and administrators are encouraged to solicit the input of Employees. Best efforts shall be made to reach consensus on School decisions and in Committee deliberations, although final decision-making authority shall rest with the School.
A. Leadership Committee

The School will form a Leadership Committee consisting of Faculty members, School administrators, and the UFT Chapter Leader to foster and develop a successful, high achieving climate at the school. The Leadership Committee shall meet no less than once a month during the school year to consider major policy issues facing the School. The Leadership Committee may include the subcommittees listed below as determined by a majority of the members of the Leadership Committee. School will provide for subcommittees to meet at least one (1) time per month for at least one (1) hour. Additional time may be requested if needed. Such requests will not be unreasonably denied.

1. Professional Development Subcommittee

Paramount to the School’s success and students’ academic achievement is the Faculty’s professional growth. In order for the School to maintain its organizational vigor and best serve its students, it must develop a systematic, ongoing program of professional growth and development. The Parties recognize that the professional development of the School’s Faculty is both a personal responsibility of the Employees and an institutional responsibility of the School.

To achieve this goal, the School may establish a Professional Development Committee. This Committee will define the scope of Employees’ in-service program to meet Faculty member’s professional needs. The Professional Development Committee will present its program of in-service professional development to the School’s Board (or the Board’s Designee) for approval. Such plans will not be unreasonably denied. Once the plan is approved, Employees are expected to participate in all relevant professional development activities, consistent with and subject to this Agreement.

2. Budget Subcommittee

The Leadership Committee may form a Budget Committee, consisting of Employees and administrators, which shall meet by March 1st of the school year to review and make recommendations to the Board regarding budget allocations for the following school year. All final budget decisions rest with the Board.

3. Calendar and Programming Subcommittee

A Calendar and Programming subcommittee may be formed by the Leadership Committee to determine, pursuant to the requirements of Article 8, the work calendar for the following school year. The Calendar and Programming Subcommittee may also recommend changes to the daily schedule, including the assignment of Employees’ preparation periods.

In determining the annual calendar, the Calendar Subcommittee may consider making time available to teachers to observe the educational practices of their colleagues or other skilled practitioners. The School considers this practice to be part of a broader teacher professional development program and will seek opportunities for teachers to do so.
The Leadership Committee may establish other subcommittees not listed above on an ad hoc basis to address other policy decisions affecting operation of the School. The Leadership Committee or its designee should, as part of its monthly report to the Board of Trustees, summarize the issues that have been discussed by the committee and subcommittees as well as any consensus recommendation that may have arisen at these meetings.

B. Hiring Committee

1. A Hiring Committee shall be formed at the School to ensure that the School attracts, recruits, and hires high-quality educators. The committee consists of the Principal or designee and Faculty representatives. The Hiring Committee will recommend a process for hiring new Employees covered by this Agreement. Best efforts will be made to reach consensus on all hiring decisions. However, the Principal or designee retains the final authority on all hiring decisions.

2. Upon knowledge of any new or open positions or vacancies, the School shall deliver to all Employees and post a list of open positions for the current or upcoming school year. The list shall contain:
   - A job description
   - Credentials and qualifications necessary to meet the requirements of the position
   - A closing date, which must be at least ten (10) School Days following the posting date

3. In evaluating incumbent Employee candidates for new or open positions or vacancies, the Hiring Committee shall consider the following:
   - Qualifications and credentials, including a candidate’s ability to satisfy any legal requirements of the position
   - Prior and satisfactory evaluations
   - Expertise and relevant experience

   The Hiring Committee shall give preference to incumbent Employees with satisfactory performance and appropriate credentialing who apply for any new, open, or vacant positions.

4. Upon written request by an Employee, Employees shall be notified by mail of any vacancies which may arise during the summer recess or during an Employee’s leave of absence. This request must be in writing and must include the Employee’s mailing address.

5. Members of the Hiring Committee will participate in the interview process.

C. Academy of the City Board Committees

1. The School agrees to allow Bargaining Unit Members to participate on Board Committees. This participation is voluntary.

2. Selection of Bargaining Unit Members to Board Committees will be determined by the Bargaining Unit through a democratic process.
3. Board Committees that Bargaining Unit Members may participate on are as follows but not limited to: Education, Finance and Audit, Facilities, Development and Advocacy, and Operations and Technology.

4. Bargaining Unit Members are not eligible to serve on the Executive Committee.

**Article 10**

**Evaluation**

A joint labor-management committee ("the Committee") will develop a new Evaluation System for AOC. The Committee will have six (6) members comprised of three (3) members chosen by the AOC Board and three (3) members chosen by the Union. The target date for completion of the new system will be June 30, 2013, with a target implementation for the 2013-2014 School Year. The new Evaluation System developed by the Committee must be ratified by the School’s Board of Trustees and the School’s UFT Chapter. Until the new Teacher Evaluation System is agreed upon and ratified by both parties, the Evaluation System currently being used shall continue to serve as the evaluation procedure for all AOC Bargaining Unit Members. Both the new and current Evaluation Systems and any discipline imposed under such systems shall be subject to the grievance procedure set forth in Article 5 herein.

**Article 11**

**Benefits**

The terms and conditions of the health benefit and 403(b) programs in effect as of September 1, 2012 shall remain in effect. Effective August 1, 2013, the School shall make available to all Employees (who are employed on at least a 50% basis) the Empire Blue Cross and United Federation of Teachers Welfare Fund benefits offered by the Union. Employees shall contribute 15% of the cost of single coverage by deduction from their paycheck. Employees seeking coverage for family members shall also contribute by payroll deduction 50% of the difference in cost between single coverage and the coverage option they have selected.
Article 12

Paid Time Off and Leaves of Absence

A. Paid Time Off

AOC grants Paid Time Off ("PTO") days to eligible employees to provide them with the flexibility to meet both their work and personal needs. This includes illness, medical appointments and personal business as well as reasons covered by the Family Medical Leave Act. AOC believes that this time is valuable for employees not only to make their work experience with AOC personally satisfying, but also to enhance their productivity. PTO days must be requested at least twenty-four (24) hours prior to use except in cases of illness or personal emergency. Instructional employees shall make every reasonable attempt to use PTO only when the use of such leave would not conflict with classroom instructional time. One half (1/2) of a PTO day will be deducted if the employee works part of the day but takes PTO time of more than one (1) hour and no more than four (4) hours. If an employee takes one (1) hour or less, PTO will not be deducted. A full PTO day will be deducted if the PTO time exceeds four (4) hours.

Employees may use PTO as soon as it is accrued. Employees may use PTO to be paid during an otherwise unpaid leave. Nonetheless, employees should make every effort to schedule personal appointments (medical appointments, teacher conferences, auto repairs, etc.) before and after working hours.

Full-time Employees accrue PTO days monthly at a rate of one (1) day per month on the last day of each month worked. Accrual of PTO days for part-time Employees shall be pro-rated. Unused PTO days, up to a limit of forty (40) days, will be banked for future use, such use to be limited to documented reasons covered by the FMLA.

Employees do not accrue PTO days during any unpaid leave of absence or while on disability salary continuation. Accrual of PTO days recommence when the employee returns to work.

B. Leaves of Absence

The applications for and the granting of such leaves of absence shall be in writing. Employees on leaves without pay shall be permitted to participate in the School’s health and welfare insurance programs as required by the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). An Employee on such a leave shall notify the Principal by March 1st of the school year as to his or her intent to return to employment in the school for the following school year. Failure to timely notify may be considered an abandonment of position and forfeiture of all insurance benefits.

For purposes of this article, a family member includes, but is not limited to, an Employee’s spouse, domestic partner, child, parent, sister or brother, mother-in-law, father-in-law, stepchild, brother-in-law or sister-in-law, grandparent, grandchild, or the parent, child, or sibling of the Employee’s domestic partner.

“Domestic Partner” is a person at least eighteen years of age and mentally competent to consent to contract with whom the Employee has lived in the same residence for at least one year.
and with whom the Employee has an exclusive mutual commitment similar to marriage. The Employee may not be married to anyone else or have another domestic partner.

1. Family Leave

For a biological mother or father, or adoptive mother or father of a child under 36 months of age, paid leave under this section B shall be eight weeks. For staff members adopting children 36 months to 12 years of age, paid leave shall be a maximum of one month. The same conditions outlined above with regards to biological parenting will apply in the case of adoptive parenting. Employees at 50% load or greater may, in addition to paid family leave as described above, request additional unpaid leave up to six months, with extensions for up to a total of one year, but the denial of such request shall be within the discretion of the School’s Board. During the unpaid leave, Employees may use PTO days from their bank. Insurance benefits will continue for the duration of the leave, for a maximum of twelve (12) months, at the same level and conditions as if the Employee had continued to work.

During Paid Family Leave, PTO days will not be deducted from the Employee’s bank. In order to be eligible for Paid Family Leave benefits (maternity or paternity, biological or adoptive) under this policy, he/she must have been employed at AOC on a 50% load basis or greater for six months prior to being eligible for such leave. Medical or other appropriate documentation must accompany the request. Under this policy, Employees will receive their full salary and benefit structure throughout the duration of this leave. At the conclusion of their leave, the Employee may expect to return to his/her former position at his/her applicable salary. Employees may use their accrued PTO days if their Paid Family Leave has been exhausted.

Upon exhaustion of their accrued PTO days, Employees may request the donation of additional leave time from other Bargaining Unit Members. The donated leave will be deducted from the accrued PTO of the Employee who donates it. No Employee may contribute more than five (5) additional days of leave per incident.

Employees at less than 50% load or who have been employed for fewer than six months are not entitled to paid family leave but may apply for unpaid leave.

2. Unpaid Family Leave

Employees may request additional unpaid leave up to six months, with extensions for up to a total of one year, but the granting of such request shall be within the discretion of the School. Insurance benefits will continue for the duration of the leave, for a maximum of twelve (12) months, at the same level and conditions as if the Employee had continued to work.

If an Employee is on leave for child bearing or child rearing and in the event of a miscarriage or death of child subsequent to childbirth, the Employee may request an immediate assignment to a bargaining unit position. If there is no vacancy for which an Employee is qualified, the Board will assign the Employee to a position as soon as practicable.

Requests for an Unpaid Family Leave will not be unreasonably denied, but a grievance over an Unpaid Family Leave extension will conclude at Level Two of the grievance procedure.
3. Family Care and Medical Leave

Employees who have served the School more than 12 months and have at least 1,250 hours of service with the School during the previous 12-month period, have the right to an unpaid family care and medical leave of up to 12 work weeks in a 12-month period for the birth of a child, for the placement of a child for adoption or foster care, for the serious health condition of their child, parent, spouse, domestic partner, sister or brother, mother-in-law, father-in-law, stepchild, brother-in-law or sister-in-law, grandparent, grandchild, or the parent, child or sibling of the Employee’s domestic partner, or for their own serious health condition which makes them unable to perform their job. The School shall be entitled to documentation of the basis for the leave from a medical professional. When granting this leave, the School guarantees reinstatement to the same or a comparable position at the end of the leave, subject to any exceptions or limitations provided by law.

If possible, at least 30 calendar days written advance notice must be provided for foreseeable events such as the expected birth of a child or the planned medical treatment of yourself or a family member. For events which are unforeseeable 30 days in advance, the School must be notified as soon as practicable. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until this notice policy is complied with. Employees shall be able to apply their PTO days toward any leave.

4. Miscellaneous Leaves without Pay

Leave without compensation may be granted for a period not to exceed one school year for the following purposes: care for a member of the immediate family who is ill, long-term illness of the unit member, service in an elected public office, educational travel, professional study or research or public service. Such leaves may be granted at the sole discretion of the School.

The School may grant, and will not unreasonably deny, leaves of absence for adjustment affairs such as, but not limited to, settling the affairs of a family business on the death or incapacitation of the family member in charge.

5. Military Leave

AOC shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (“USERRA”). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the Employee’s health benefits and full salary. For service of more than thirty (30) days, Employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

The School will reinstate those Employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory
completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur whenever necessary to comply with applicable laws.

6. Bereavement Leave

Employees shall be given up to five (5) days paid leave for the death of a spouse, domestic partner, child, parent, sibling, parent (in-laws), or step child. Also, Employees shall be given three (3) days paid leave for the death of a grandchild, one (1) day paid leave for the death of a grandparent, and two (2) days paid leave for the death of a sibling (in-laws). Special consideration will be given to any person whose association with the Employee was similar to any of the above relationships.

7. Jury and Witness Duty

Employees shall be granted leave, without loss of pay or benefits, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror for up to ten (10) School Days. The Employee is expected to notify the School promptly upon receipt of a notice of a specific date of duty as a juror or a subpoenaed witness and to return to work whenever not required for duty as a juror or a subpoenaed witness and when it is concluded.

J. Religious Observance

Teachers shall be permitted to use PTO days for religious holidays that are not observed by the School. If an Employee has no PTO days available, additional religious observances may be granted as unpaid leave at the School’s discretion.
Article 13

Union Security

1. It shall be a condition of employment that every Employee who is a member of the Union in good standing as of the date of execution of this Agreement shall remain a member in good standing.

2. Those Employees who are not members on the date of execution of this Agreement shall become and remain members in good standing of the Union no later than thirty (30) days following the date of execution of this Agreement.

3. After the date of execution of this Agreement, every newly hired Employee will become a member of the Union within thirty (30) days after the date of employment and thereafter will remain a member in good standing. In such cases the procedures herein applicable to Union dues shall apply with full force and effect to agency fees.

4. “Good standing” for the purpose of this Article shall mean the payment or tender of periodic dues, uniformly required as a condition of membership, to the Union.

5. In lieu of Union membership hereunder an Employee may become and remain an agency fee payer in accordance with applicable law. In such cases the procedures herein applicable to Union dues shall apply with full force and effect to agency fees.

6. The School shall provide suitable space for a bulletin board for the posting of official Union notices and information. Union representatives shall have access to, and shall be permitted to communicate with Employees through Employee mailboxes, bulletin board, and School email accounts.

7. Union chapter meetings may be held on School premises at reasonable times during non-working hours and during lunch periods. As much as practicable, the Union chapter will notify the School of such meetings prior to their occurrence.

8. Any authorized Union representative ("Representative") shall have the right of access to the School facilities including Employee mailboxes and Union bulletin boards. Upon arriving at the School, the Representative shall notify the administration of his or her arrival. Representatives shall not in any way interrupt any Employee’s duties or assignments. The Representative may contact Employees before and after Employees’ hours of service or during lunch, preparation, or non-teaching periods.

9. The School’s UFT Chapter Leader or the School’s UFT Chapter Delegate shall be released, without any diminution in compensation, at a time of day that allows for travel to and attendance at the UFT Delegate Assembly. The Chapter Leader shall inform the School of the schedule of Delegate Assemblies at the beginning of the School Year.

10. There shall be monthly consultations between the Union chapter’s duly elected representative (the “Chapter Leader”) and the Principal.
Article 14

Payroll Deduction of Union Dues

1. Upon receipt of authorization from an Employee, the Union will transmit notice of receipt of the authorization to the School and the School will, pursuant to such authorization, deduct from the wages or salary due the Employee in each pay period the regular dues set by the Union. The School will honor individual written authorizations for the deduction of Union dues in accordance with their terms; including authorizations stating that they are irrevocable until the following June 30 and automatically renewable for another year unless written notice is given to the Union and/or School.

2. The School shall deduct from the wage or salary of Employees in the bargaining who are not members of the UFT the amount equivalent to the dues levied by the UFT and shall transmit the sum so deducted to the UFT, in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law. The UFT affirms it has adopted such procedure for refund of agency fee deduction as required in Section 208(3)(b) of Article 14 of the Civil Service Law. This provision for agency fee deduction shall continue in effect so long as the UFT establishes and maintains such procedure.

3. The Union shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the Union.

4. The agency shop fee deductions shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law.

5. By the twentieth (20th) day of each month, the School shall remit to the Union all deductions for dues or agency fees made from the salary of Employees for the preceding month.

6. The Union shall furnish the School with a record of those Employees that have executed written authorizations.

7. The School shall furnish the Union with a record, in a format acceptable to the Union, of those for whom deductions have been made and the amounts of the deduction.

8. The School shall ensure that any payroll system used can fully accommodate the deduction of dues and/or the amount equivalent to the dues levied by the UFT in accordance with Section 208(3)(b) of Article 14 of the Civil Service Law.

9. The School will arrange for voluntary payroll deduction contributions for federal political contests in accordance with Title 2, Section 441b of the U.S. Code.

10. The School shall permit Employees to authorize payroll deductions to voluntarily purchase benefits administered by the New York State United Teachers (NYSUT).
Article 15

Reduction in Force and Recall

In the event that economic circumstances require layoffs, the School shall employ the criteria described below for determining which Bargaining Unit Members will be subject to such layoffs.

A. Certification

The primary determinant of layoffs shall be the classification by which the Bargaining Unit Member is employed. In order to maintain flexibility in the operation of the School, the School shall have the authority to determine which classification or areas will be subject to layoffs, provided that uncertified Bargaining Unit Members shall be laid off prior to certified Bargaining Unit Members.

B. Seniority

Within the certification area or areas determined by the School, layoffs shall be determined according to reverse seniority. Seniority shall be defined as length of employment at the School in a Bargaining Unit position. Certified Bargaining Unit Members should be subject to layoff in reverse seniority order so that the least senior employee within a certification area is first. Unpaid leaves of absence for more than twelve (12) months shall not count toward seniority rights of a Bargaining Unit Member.

C. Recall

In the event of layoffs, employees will be recalled to a subject area/program for which they are classified in reverse order of layoff when a vacancy order occurs.

D. In the event of layoffs or recalls, the parties will meet for the purpose of negotiating the appropriate classification definitions to be applied.

Article 16

No Strike – No Lockout

There shall be no strike by Employees or lockout by the School during the terms of this Agreement.
Article 17

Conformity to Law

Should any provision of this Agreement be or become contrary to law, such provision shall not be performed or enforced except to the extent allowable by law, and the Parties shall seek to negotiate a substitute provision to comply with the law while preserving the original intent of the provision. All other provisions of the Agreement shall continue in full force and effect.

Article 18

Anti-Discrimination

The School shall not discriminate against any Employee on the basis of race, creed, color, national origin, sex, marital status, sexual orientation, handicapping condition, age, or membership or participation in or association with the activities of any employee organization.

The School will comply with all applicable City of New York, State of New York, and federal laws regarding discrimination and will maintain a comprehensive process to ensure any employee with a complaint or concern may bring such matters to the School’s attention for resolution. However, nothing in this Article shall constitute a waiver of a Bargaining Unit Member’s rights to bring a discrimination claim to an appropriate government agency or a court of competent jurisdiction.

Article 19

Duration

This Agreement, except as otherwise stated, shall be effective from June 1, 2013 to July 31, 2015.
Article 20

Amendment

This Agreement may be amended only by written agreement signed by the Parties.

Article 21

Notice pursuant to N.Y. Civil Service Law § 204-a

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permits its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Dated, this _____ day of ______, 2013.

Academy of the City Charter School

United Federation of Teachers

BY: __________________________
Richard Welles, Board Chair

BY: __________________________
Michael Mulgrew, President
Appendix A – Salary Schedules

1. Lead and Support Teachers and Guidance Counselor
   Effective September 1, 2013

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Dear Parents,

Academy of the City Charter School is dedicated to an open partnership between the school and parents/guardians to work collaboratively. We all have the best interests of children in working with them to help develop the ability to be creative, independent and confident decision makers. In creating a vibrant learning community, we must be open to listening and learning from one another. This means creating an open and honest line of communication and to create programs and experiences for every child that is founded on the principles of best practices in education.

We are committed to implement and reflect upon the school’s entire academic, extracurricular, and support programs, so that student success will not be only in the area of English Language Arts and Mathematics, but also in Science, Social Studies, Art, Music and Movement. We recognize that the social and emotional life of our community of learners is vital. We will create a safe environment where every child is willing to take risks in their learning and make inquiries into subject areas that they are unsure about. Developing a positive sense of self and feeling a part of the school’s learning community is important for all of our children.

We both honor and respect the diversity of our community and accept that individual needs are important, yet understand that we are members of a bigger community that must support each other and find ways to respect and co-exist in a harmonious manner. Our Peace Curriculum is a starting place for this understanding and habit of mind to form.

This handbook is a guide and a resource that allows you to understand and support how we wish to create a positive learning environment. It is a guiding document that we ask that you read and discuss with your child, as appropriate. We also suggest that you use the school’s website at www.academyofthecity.org to get additional information on what is happening at the school.

I am dedicated to working with each and every child and family to create a positive learning environment, to work collaboratively with the community as well as to ensure that each child has the best opportunity to develop and sustain the love of learning.

Take care,

Richard Lee
Principal
Dear Members of Our School Community,

The Board of Trustees of Academy of the City Charter School is proud and excited to welcome you to an extraordinary educational adventure. We are a collaborative school where every member of the community -- students, parents and guardians, family members, teachers, administration and the Board of Trustees – is a vital component. To educate our students to become life-long learners, to be moral citizens of our complex world and to meet the challenges of the 21st Century with courage, creativity and entrepreneurial spirit, we rely upon all of the members of the community to nurture, cherish and support our students.

From opening day, parents are encouraged to participate in the school and their children’s education. Some of the many opportunities available are becoming active in the Parent Community Organization, volunteering in the school, working with the Board of Trustees, communicating with your children’s teachers, participating in classroom activities or class trips, attending school events and reading with your children every night. AoC’s Administration and Board are committed to constant outreach to our school community and the surrounding communities of Western Queens to make sure that the school’s curriculum, enrichment and after school programs, parent workshops and partnerships with community organizations meet the needs of our students and their families.

Serving as a beacon in charter education, our school is based upon a progressive, child-centered, content rich educational philosophy that has been turning out lifelong learners who are successful in every walk of life for over 100 years. AoC’s students come to school excited and eager to learn.

Since any educational philosophy is only as good as a school’s educators, we are extremely grateful for our visionary principal, Richard Lee, his extraordinary and innovative administrative staff, and our staff of dedicated, experienced classroom teachers and other professionals (special education teachers, English language learner teachers, a guidance counselor, an art teacher, a chorus leader and resident musicians). And most important, we are grateful for our students and their families who come from every corner of Community School District 30 and will bring to our school community their ideas, their talents and their eagerness to learn.

We welcome all members of our community to our open monthly Board meetings where we hope you will share your thoughts, experiences, and hopes and dreams for our students and the Academy of the City Charter School.

Sincerely yours,

Nancy R. Sills, Trustee
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School Overview

WHAT IS A CHARTER SCHOOL?
Charter schools are public schools that operate independently according to the terms of a five-year performance contract or “charter.” Charter schools commit to meet specific goals for academic performance and their charter can be revoked if agreed-upon results are not attained.

Like all publicly funded schools, charter schools must meet Regents requirements and state laws for health, safety, civil rights and student assessment. In addition, charter schools must accept all students through a lottery process and cannot discriminate in their admission policy.

Charter schools can be started by educators, parents, community leaders and not-for-profit organizations, and are approved only after a rigorous review process. Once schools open, they are governed by a not-for-profit board of trustees. They are exempt from some state and local regulations regarding curriculum development, personnel hiring and financial management, but must succeed in meeting or exceeding the goals established for their academic programs.

Charter schools receive state funding for each student. In addition to this per pupil funding, several state and federal grants are available, and charter schools are welcome to fundraise from private sources as well. Charter schools do not receive any city, state, or federal funding for facilities.

MISSION STATEMENT
Academy of the City Charter School will be a community-based charter school based on principles of:

Community involvement
Workplace democracy
Reflective practices in pedagogy, management and governance
Professional development
Accountability
Transparency
Entrepreneurialism

Our students will become independent thinkers, lifelong learners, and responsible members of their communities. We are committed to an educational philosophy rooted in social justice, inquiry, experiential and collaborative learning, and supported by continual professional development and reflective practice. Through a literacy-based, integrated curriculum that encourages community and honors diversity, our students receive the education they will need to meet the academic and social challenges of the best high schools, to be prepared for our best colleges and universities, and to thrive in today’s world.

LEARNING MODEL
At Academy of the City Charter School we will educate our students to become independent-thinkers, lifelong learners and responsible members of their communities. We are committed to an education philosophy rooted in social justice, encompassing inquiry, experiential and collaborative learning, and supported by continual professional development and a reflective practice. Through a literacy-based,
integrated and standards-driven curriculum that encourages community and honors diversity, Academy of the City Charter School students will receive the broad education needed to meet the academic and social challenges of the best high schools, to be prepared for our best colleges and universities and to thrive in today’s world.

The educational goals of Academy of the City Charter School are addressed by both the structure and substance of the school’s programs. Academy of the City Charter School embraces a literacy-based liberal arts foundation enriched with consistent and coherent exposure to music, foreign language, fine arts and physical education. Structures and processes are in place to foster the development of each student’s mind, character, and health, in each classroom and in the school as a whole, with their families, and within the community.

Academy of the City Charter School recognizes the importance of STEM (science, technology, engineering, mathematics) as essential to future sustainability. The school will implement daily math and science curricula, providing a basis for developing understanding and skills necessary for solving problems and making responsible decisions in our increasingly technological world.

Academy of the City Charter School fully embrace educational technology and have internal processes to assure the school is technologically relevant. Children, from an early age, are taught digital literacy and responsible media use.

**Governance**

**SUNY, CHARTER SCHOOLS INSTITUTE**

In 2010, SUNY, Charter Schools Institute (CSI) granted Academy of the City’s Board of Trustees its initial charter to operate a school offering grades K-5. CSI is the school’s authorizer and is entrusted to monitor and supervise the school’s compliance with its charter. Each year AOC must submit to CSI an Annual Report on its progress towards meeting the Accountability Plan. CSI also does inspection and monitoring visits to the school to observe how the school is functioning and to ensure that the school is meeting the terms of its charter, complying to all laws, rules and regulatory statutes, and most importantly providing students with an appropriate and excellent educational experience.

To learn about CSI’s role in monitoring the school visit their website at [www.newyorkcharters.org](http://www.newyorkcharters.org).

**BOARD OF TRUSTEES**

The AOC Board of Trustees is made up of individuals from a variety of professional and ethnic backgrounds. Trustees must be approved by the Charter School Institute of the State University of New York and perform their work in the public interest. Trustees receive no compensation for their work at AOC, and their children must go through the same lottery procedure as all children in New York State in order to be admitted to AOC.

The function of the Board is to preserve the mission of the school by overseeing its functions, and by taking whatever steps might be necessary to ensure the viability of the organization. The board is responsible for all issues of compliance and accountability with state and federal agencies.

The Board’s primary role is to provide vision and guidance to the school. The daily functioning of the school is entirely in the hands of the school’s leadership and administrative teams. The Board, however,
makes major decisions about the direction of the school and monitors all progress in all critical areas such as curriculum, facilities, and finance. The Board must also convene and concur on any expulsionary procedure. Trustees may be reached by e-mail, generally in the format of: first initial, last name @academyofthecity.org.

For more information on election of the Board of Trustees, please reference the bylaws, which can be found on the Board of Trustees page on our website.

Parent Involvement and Communication

**VOLUNTEERING and GETTING INVOLVED**
Parents are encouraged to participate in school-related activities. All parents are automatically members of Academy of the City Charter School’s Parent Community Organization (PCO) and are urged to become actively involved. PCO members can volunteer as lunchtime assistants, office help, field trip chaperones, and ambassadors of goodwill to local businesses and politicians. The PCO can also sponsors fundraising events.

Another way to participate is by working directly with your child’s teacher. This may involve reading to the class, sharing cultural information, careers, or anything else a teacher might like assistance with. In addition, parents participate in many school wide planning activities. Parents have served on committees to develop the school’s strategic plan and will continue to play a role in the development of the school’s success.

**PARENT COMMUNITY ORGANIZATION**
The PCO is your voice, and the co-chairs of the PCO usually come to each meeting of the Board of Trustees to update them about your concerns. Your involvement is crucial to the success of Academy of the City Charter School. Because this is our first year, we will be in the process of developing the PCO as well as all of the norms and culture expected. Parents will also have three seats on the Board of Trustees, which will be the ultimate voice of the PCO and how they will have the greatest effect on the school.

**PARENT TEACHER CONFERENCES**
Formal parent/teacher conferences are scheduled twice each year to facilitate open communication between parents and teachers regarding students’ progress. Please refer to the School calendar for specific dates. Parents may also schedule informal conferences or conversations with teachers or School leaders at any time throughout the year.

**NEWSLETTERS and LETTERS**
Parents will receive regular newsletters featuring a letter from the Principal as well as announcements of upcoming events and School wide activities. The school also sends an electronic or paper version of a monthly letter with an updated calendar of events. It is an important document that keeps you abreast of what is happening in school and issues that may affect your child’s education and achievement.
**Hours of Operation**

Academy of the City Charter School breakfast begins at 8:00 a.m. and instruction begins promptly at 8:30 a.m. and ends at 4:00 p.m. Monday through Friday. **No student will be admitted into the school building before 7:50 a.m.** It is important that families do not leave an unattended child on the school premises before there is adult supervision.

Faculty and staff members will greet students in the morning and dismiss the children in the afternoon, ensuring that each student exits the school in a safe and orderly fashion.

Children not enrolled in an after-school program are not permitted on School grounds after 4:15 p.m. If a child is left at the School after hours, the parent or emergency contact will be called to arrange for pick-up. **The School will charge a parent $40 for each hour the child is under School Supervision.**

**SCHOOL CLOSING AND EMERGENCIES**

Academy of the City Charter School will follow the lead of New York City’s Department of Education with regards to decisions about the opening and closing of school due to weather and other emergencies. School closings or emergencies will be announced on NY1 and WINS 1010. In addition, a message will be placed on the school’s voice mail system (718-487-9857) announcing the emergency closing.

**Curriculum and Instructional Design**

At the heart of Academy of the City Charter School is a highly structured curriculum that sets high expectations and provides individualized monitoring to assist students in attaining ambitious goals for achievement. Academy of the City Charter School provides a strong academic foundation for students that will prepare them for success throughout life.

**LANGUAGE ARTS, MATHEMATICS, SCIENCE, SOCIAL STUDIES**

Reading, writing, arithmetic, reasoning, and research are fundamental disciplines essential to academic success. Academy of the City Charter School is committed to providing students at all grade levels with daily instruction and experience in core curriculum areas. Academy of the City Charter School has created and utilizes curricula designed to directly address New York State Learning Standards in all subject areas and to enable students to reach their highest potential. Students also receive instruction in music, chorus, art, and physical education weekly.

**English Language Arts**

Grades K–5 use Readers and Writers Workshop as well as Phonics and Spelling programs.

**Mathematics**

Grades K–5 use Go Math & TERC Investigations in Mathematics and other supplemental materials.
Science
Grades K–5 use FOSS and Delta in addition to other supplemental materials.

Social Studies
Students will explore communities around the world. They will begin to develop an understanding of how different communities around the world use resources, make economic decisions and are governed.

HOMEWORK
Homework assignments are given regularly. Helping your child with homework is an excellent way for parents to learn about the curriculum and its goals. Teachers will vary assignments to make homework productive and interesting. The following chart indicates about how much time we expect students to spend on homework each night. In addition to regular homework assignments, all children must spend at least 10-15 minutes reading each night.

<table>
<thead>
<tr>
<th>Grade</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kindergarten</td>
<td>10 minutes</td>
</tr>
<tr>
<td>1st Grade</td>
<td>15 minutes</td>
</tr>
<tr>
<td>2nd Grade</td>
<td>20 minutes</td>
</tr>
<tr>
<td>3rd Grade</td>
<td>30 minutes</td>
</tr>
<tr>
<td>4th Grade</td>
<td>40 minutes</td>
</tr>
<tr>
<td>5th Grade</td>
<td>50 minutes</td>
</tr>
</tbody>
</table>

Here are some ways you can help your child with his or her homework experience.

- Make homework rules together with your child. Decide when and where it will be done.
- Give your child a healthy snack before he or she begins homework.
- Provide a quiet place and enough time for your child to do homework, such as a desk in his or her room or the kitchen table. Make sure there is sufficient light and that distractions are limited.
- Show an interest in your child’s homework and ask him or her about it each night.
- Encourage your child to work independently. Assist him or her if needed, unless otherwise noted.

FIELD TRIPS
Field trips will be planned throughout the year for academic enrichment. Parents/guardians will receive advance notice and a permission slip must be signed in order for the student to participate except local neighborhood walking trips. Off-site release forms for neighborhood walks were signed during the enrollment process. For all other trips, students without signed permission slips will remain at the school.
Academic Intervention Services and Pupil Personnel Services

Academic Intervention Services (AIS) is designed to help prevent student failure and to keep students functioning at their very best. AIS can be used to remediate as well as enrich. AIS is comprised of the following teams and departments: Child Study Team, Learning Specialist, Special Education, and English Language Learner teachers (ELL), and Guidance Counselor.

SPECIAL EDUCATION

Academy of the City Charter School’s Special Education program serves students who have an Individual Education Program (IEP), which mandates: Special Education Teacher Support Service (SETTSS) also known as Resource Room, Speech and Language Therapy, Occupational Therapy, Physical Therapy, and/or counseling. Academy of the City Charter School does not have an Integrated Team Teaching (ITT), or the more restrictive 12-1-1 or 8-1-1 self-contained special education classes. Special education services are delivered on a push-in as well as pull-out basis, depending on their needs.

ENGLISH AS A SECOND LANGUAGE

English as a Second Language is taught by certified teachers to eligible students based on their results on the LAB(R) test. Students are pulled out to meet with the ESL teacher for either one or two periods each day. The amount of time each student spends in ESL classes each day is determined by the score they receive on the LAB(R). Students must pass both NYSESLAT and the NYS English Language Arts exams to exit the ESL program.

CHILD STUDY TEAM

The Child Study Team is a collaborative effort in which classroom teachers, specialists, speech and language therapist, administrators and others work together to create intervention plans for students who may be struggling with behavioral, emotional, or academic issues. The goal of the CST is to act as a means of early intervention to assist children to improve their performance and to give teachers more resources and tools to successfully work with struggling students.

GUIDANCE COUNSELOR

The school guidance counselor collaborates with the Principal, AP, and other faculty members on the social, emotional, and academic functioning of all students. The guidance counselor:

- Provides IEP counseling to students
- Works with parents, students, and teachers around issues of child abuse and neglect
- Does crisis intervention
- Runs affinity groups for students experiencing chronic problems and difficult issues

GUIDANCE PROGRAM

The guidance program assists faculty and staff in providing individual students with the skills necessary to reason, communicate, understand themselves and what lies ahead, and to find their way into the most favorable areas of activity for growth and development. Guidance department provides:

- Individual and group counseling
- Monitoring of academic grades throughout the year
- Study and organizing skills instruction
ASSESSMENTS
Academy of the City Charter School employs a variety of assessment tools including standardized tests, state mandated exams, informal and informal assessments from teacher created tests and quizzes, student portfolios, and performance assessments. Expectations and performance on these varied assessments guide the development of curricula on each grade level, the development of student remediation, and instructional strategies aimed at improved academic achievement.

STUDENT PROMOTION & RETENTION POLICY
1. Parents will be notified early if a student is failing to make normal grade level progress. Students may be required to repeat their current grade level and/or attend summer school.
2. Factors affecting promotion include, but are not limited to: results on standardized tests that are below grade level; scores at Level 1 and/or 2 on the SUNY-approved assessments; poor student attendance, and poor academic results in two or more subjects — ELA, Math, Social Studies, and Science.
3. The school will meet with parents to discuss progress being made by the student.
4. If the school decides student retention and/or summer school attendance is necessary, there will be a meeting with parents to discuss the steps that must be taken.
5. Decisions on student retention or required summer school attendance are the final determination of the school’s administration.

Supply Lists
In preparation for the school year, grade-specific supply lists are sent to each family. Below is a sample of the supplies expected in September. The exact list is distributed by the grade level and is available in the main office.

Admission, Re-Enrollment, Transfers

ADMISSION OF NEW STUDENTS
Academy of the City Charter School is open to all children, on a space-available basis within each grade. Preference is given only to siblings of admitted students and residents of District 30. The School does not discriminate on the basis of sex, sexual preference, handicaps, race, religion, national origin,
intellectual or athletic ability, measures of achievement or aptitude, disability, proficiency in English, or any other basis prohibited by law. To apply for Kindergarten, a child must have his or her fifth birthday before December 31st of the enrollment year.

Students are selected by open lottery. There are no admission requirements, and no tests are given to determine whether or not admission is granted. Once all available slots are filled, all other applicants will be placed on a waitlist. Students will be admitted from the waitlist as places become available in each grade, in the order provided by the school’s admissions lottery.

**RE-ENROLLMENT OF CURRENTLY ENROLLED STUDENTS**
To secure your child’s place at Academy of the City Charter School for the next school year, you must officially re-enroll him or her. In January, re-enrollment packets are mailed home along with the deadline for re-enrollment. Students whose re-enrollment packets are received after the deadline will be added to the waitlist and admitted on a space-available basis.

**TRANSFERS**
The School asks that, whenever possible, parents provide at least two weeks notice if a student must transfer from Academy of the City Charter School for any reason. Such notice will allow the School to process the necessary transfer paperwork, including having the student’s records transferred. It will also enable the School to fill the vacant seat with another student from the waitlist.

**SPECIAL NEEDS**
In keeping with the rules and regulations that govern the provision of special education, Academy of the City Charter School will meet the requirements of IDEA and the charter law. Academy of the City Charter School uses the processes and policies of the New York City Department of Education, to implement the IEP of each student. If the school finds that it cannot implement the IEP of a given student, Academy of the City Charter School will work with the NYC Department of Education to provide either services or placement. The school provides Resource Room services and other related services such as counseling, speech and language therapy, occupational therapy, and physical therapy. Please address questions to the Principal as they relate to special education.

**General Policies**

**MONEY AND OTHER VALUABLE PROPERTY**
Students are encouraged to leave all money and other valuable property at home. The School assumes no responsibility for the loss or theft of such articles.

**CELL PHONES, BEEPERS, PDAS, etc**
Students are not allowed to use cell phones, beepers, or other personal electronic devices at school. They are distractions and can interfere with positive social interactions. Cell phones and other electronic devices that are taken out of backpacks or book bags will be taken and will need to be picked up by a parent/guardian. The School will not be responsible for lost or stolen cell phones or electronic devices.
CANDY, GUM, AND TOYS
Students may not bring candy, gum, toys, or any non-school related items to School. Candy and gum will be discarded. Toys will need to be picked up by a parent/guardian.

BIRTHDAY CELEBRATIONS
Academy of the City Charter School has adopted a policy to develop healthy eating habits. Birthdays are a special time in a child’s life, and we offer the opportunity to celebrate this time once a month for all children whose birthday falls in that month. For children who have birthdays in July, they can be celebrated in June. For children who have birthdays in August, they can be celebrated in September.

The classroom celebration should be 10-15 minutes and a small snack can be provided by the parents. This snack must be individually packaged such as cupcakes or fruit and needs to take into account any child(ren) with allergies.

SOLICITATION AND USE OF COMMON AREAS
Solicitation of or by any student, parent, or staff member on School property for any cause except those authorized by the Principal is strictly prohibited. The school’s common areas include the playground, hallways, rest rooms, cafeteria, gymnasium and multipurpose room. Because students from every grade use these areas under the supervision of various faculty and staff, it is important to establish rules and expectations that are commonly understood and consistently applied. With such rules in place, staff can focus on encouraging good character among students rather than correcting misbehavior.

Staff will continuously encourage appropriate behavior in the school’s common areas through positive and friendly interactions with students. Verbal praise will be used to recognize students who exercise courtesy, safety, and respect. The Principal will visit classrooms or use the intercom to compliment good behavior in the school’s common areas.

Responsibilities in Common Areas
Following are the school’s goals for student conduct in each of the common areas.

Playground:
Students will play safely in all games and on all equipment, showing consideration and respect for others.

Hallways:
The hallways of the school will be a safe and quiet environment where people interact with courtesy and respect.

Restrooms:
The restrooms at the school will be clean and safe. A pass procedure is established to keep the traffic controlled. At all times, teachers will use their discretion in sending children to the bathroom on a case by case basis.

Meals:
Lunches and snacks at the school will be enjoyed in a safe, clean, and friendly environment where people interact with courtesy, manners, and respect.

Assemblies:
Students will demonstrate respectful behavior during assemblies by listening, participating, and following directions.

Before and After School:
Students will arrive at and depart from the school in a safe and orderly manner. Abusive, bullying, or disrespectful behavior will not be tolerated during arrival and dismissal or at any other time during the school day or on or around school property. This especially applies to those students riding the school bus—such behavior on a moving vehicle endangers the lives of students and drivers alike. If a student cannot show he or she can behave responsibly on the bus, the privilege of riding the bus will be suspended and may, in some cases, be denied completely.

DRESS CODE
Academy of the City Charter School uniform policy was proposed by the Parent Community Organization and approved by the Board of Directors. The uniform is:

- Navy blue pants/skirts/skorts or jumpers and a solid color polo shirt (long or short sleeve) with the Academy of the City Charter School patch
- Optional Navy blue sweatshirt or sweater; can be pullover or zippered, with Academy of the City logo.
- Optional Gym wear: Top—white, green, orange, red or blue plain color T-shirt, burgundy sweatshirt (with logo patch). Bottom—burgundy sweatpants/short with logo.

Children must dress in compliance with school rules of sanitation and safety in a manner that conforms to community standards of decency and modesty. If student clothing is deemed inappropriate, the child’s parent or guardian will be called to bring in acceptable clothing.

- Shoes and socks must be worn at all times for health and safety reasons.
- Shorts may be worn; however, the bottom of the shorts should be at the child’s fingertips or below. Shorts that are extremely short are not permitted.
- Strapless dresses, halter tops, midriff tops and see-through shirts are not permitted.
- Hats, caps, scarves, and other head coverings are not permitted unless required by religious practice.
- Appropriate dress, for weather and activities, on Physical Education days are: Fall or Spring: shorts, tee shirts, sneakers Winter: wind pants/sweatpants, tee shirts/sweatshirts, sneakers.

Lunch
All parents/guardians must submit a Free and Reduced Priced Meal Application so that payment status may be established. While these forms are being processed, all students who desire meals provided through the School will receive them.
Parents are asked to make lunch payments on a monthly basis by cash or money order made payable to Academy of the City Charter School and to deliver these payments to the School office. When it is necessary for a student to pay in cash, parents are encouraged to seal the money in an envelope with the student’s name printed on the outside. The envelope should be delivered to the School office at the beginning of the school day to reduce the risk of loss or theft. **Parents who do not pay for lunches in a timely manner run the risk of having your child being denied lunch.** Every attempt will be made to remind parents to pay. We do not wish to cancel lunches or resort to collection agencies to assist us in getting payments that are due.

Students are advised to refrain from sharing food with other students to minimize the spread of viruses and bacteria, and the risk of allergic reaction.

Students will practice etiquette and hone their clean-up skills during mealtimes.

### Attendance, Arrival and Dismissal

**ARRIVAL**
Children cannot arrive earlier than 8:00am without supervision as teachers and staff are setting up for the day. Early arrivals must wait in the lobby until 8:00am. K&1 breakfast will be served in cafeteria. Grades 2 – 5 will have (optional) breakfast and morning work in their respective classrooms.

**LATENESS**
Breakfast begins at 8:00 a.m. and classroom instruction begins promptly at 8:30 a.m. It is critical that all students be prepared to begin at that time. A student who is late misses valuable instructional time.

Grades K&1 - Any student who arrives after 8:30 a.m. will be considered late and this will be officially noted. If a student is late four times, the problem will be regarded as chronic, and remedial action will be necessary.

Grades 2 thru 5 - Any student who arrives after 8:15 a.m. will be considered late and this will be officially noted. If a student is late four times, the problem will be regarded as chronic, and remedial action will be necessary.

**ABSENCES**
Parents must contact the main office by 9:00 a.m. by phone whenever a child is going to be absent and send a written excuse to the teacher when the child returns to school.

The following reasons are sufficient cause for an excused absence: a.) illness, b.) death in the family, c.) inclement weather, which would be dangerous to the life or health of the child, d.) legal quarantine, e.) emergency conditions as determined by the Principal or designee, and f.) prior permission from the Principal and consent from the parent/legal guardian.

In the event that extraordinary circumstances require that the student be absent from School, an Authorized Absence Plan may be developed jointly by the teacher, the Principal, and the student’s parent or legal guardian. The plan will define the length of the absence and the means by which the student will make up the work he or she will miss. The plan must be approved and signed by the Executive Director and the parent/guardian prior to the student’s absence.
If a student returns to school after an absence without a note, the teacher will call the parent to remind him or her to send a note the following day. If a note is not received within two school days of the absence, the absence will be regarded as unexcused. **After four unexcused absences, the appropriate legal authorities will be contacted.** Parents are reminded that it is their legal obligation to make certain their children are in school, and legal sanctions for truancy include fines. Excessive absences may lead to a child being retained in his or her current grade level and also reported to the appropriate authorities.

**DISMISSAL**

Students at Academy of the City Charter School are dismissed at 4:00 p.m. If you are picking up your child by automobile, please be careful not to interfere with school buses. **Teachers are allowed to dismiss children only to the company of parents/guardians or people whose names are on the Emergency Contact list submitted to teachers at the beginning of the year.** Parents may put as many names as they wish on the Emergency Contact list and are advised to check periodically with teachers to make sure that this information is current.

It is a good idea to send your child’s teacher a note any time a new person is picking up your child, even if this person is on the Emergency Contact list. This will help avoid confusion and misunderstandings.

If it is necessary for a student to be dismissed from school before the end of the school day, parents must provide written notification to the school office by the child that will be picked up and the name of the person who will come for the child. This notice must be received by the School office by 3:00 p.m. the day of the early dismissal. **Only adults who are listed in the school’s records as being authorized will be allowed to take students from the school in these cases.**

**Transportation**

For students who are eligible, free or half-price MetroCards or yellow school bus transportation is provided by the NYC Department of Education. Yellow bus stops are determined by the NYC Department of Education according to their guidelines. Academy of the City Charter School will accommodate new parents in getting their children on an existing route, but cannot create a new route unless there are 11 other children in the same area that also need transportation. Despite our best efforts, there are occasional days when Academy of the City Charter School and NYC Dept. of Education’s schedules do not coincide. **These are generally the week or so before the DOE busing begins.** On such days parents must make alternate arrangements to transport their child to school.

Yellow bus drivers operate with strict instructions. They are not allowed to transport students younger than 5 years old, or children who are not regular riders who want to visit their friends after school. They are not allowed to drop a child off at a bus stop if no adult is waiting for him or her—they will return to the school with the child at the end of the route.

It is important to get to know the bus driver on your child’s route and to keep the driver informed of any changes in your plans. Teachers and the Administration should always be informed of any changes as well. **Parents are never allowed on the bus.**

Parents and students are reminded that, by NYC Department of Education policy, lost or stolen MetroCards are not necessarily replaceable immediately. Students must wait until such information is entered in the Department of Education’s database and new cards are issued. Some public bus drivers
will allow students to travel with a letter provided by the school, indicating a student is eligible for a card and is awaiting a new one.

**GENERAL ELIGIBILITY**
Students must be at least 5 years old by December 31st of the school year and live within a 5-mile radius of the school to be eligible for a MetroCard or yellow bus service.

**ELIGIBILITY GUIDELINES FOR METRO CARDS:**

<table>
<thead>
<tr>
<th>GRADE</th>
<th>DISTANCE</th>
<th>ELIGIBLE FOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>K–Grade 2</td>
<td>Less than ½ mile</td>
<td>Half-Fare MetroCard</td>
</tr>
<tr>
<td>K–Grade 2</td>
<td>½ mile or more</td>
<td>Full-Fare MetroCard or Yellow School Bus</td>
</tr>
<tr>
<td>Grades 3-6</td>
<td>Less than ½ mile</td>
<td>No transportation provided</td>
</tr>
<tr>
<td>Grades 3-6</td>
<td>½ mile to 1 mile</td>
<td>Half-Fare Metrocard</td>
</tr>
<tr>
<td>Grades 3-6</td>
<td>1 mile or more</td>
<td>Full-Fare Metrocard or Yellow School Bus</td>
</tr>
</tbody>
</table>

**BEHAVIOR RULES FOR THE BUS**
- Children must immediately take a seat and wear their seatbelts while the bus is in motion.
- Children may talk in low voices but may not shout or scream.
- Children may not hit other children or adults on the bus for any reason.

Consequences for failure to abide by the rules will result in suspension and ultimate loss of riding privileges.

**School Bus Infractions and Responses**

<table>
<thead>
<tr>
<th>Level One Infractions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Refusal to follow instructions of bus personnel</td>
</tr>
<tr>
<td>- Yelling at other students inside the school bus, or at bus personnel</td>
</tr>
<tr>
<td>- Bringing unauthorized items on the school bus for usage while riding (food items, electronic devices)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Possible Responses to Level One Infractions:</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Parents will be notified of the incident</td>
</tr>
<tr>
<td>- Student will meet with administration to discuss the incident</td>
</tr>
<tr>
<td>- Student(s) with the assistance of school personnel will facilitate students in acquiring skills to avoid a re-occurrence</td>
</tr>
<tr>
<td>- A repeat of infraction can result in a suspension of riding privileges, duration of suspension can range from (1-5 days)</td>
</tr>
</tbody>
</table>
### Level Two Infractions:

- Student(s) refusal to stay seated with a seatbelt while the school bus is in motion
- Students changing assigned seat without permission from bus personnel
- Students yelling out of windows to persons outside of the bus
- Touching other students repeatedly when asked to cease
- Exhibiting disrespectful behavior towards other students and bus personnel (i.e., profane language, or gestures directed towards other students or bus personnel)

### Possible Response to Level Two Infractions:

- Parents/guardian will be notified of the incident
- Student will meet with administration to discuss the incident
- Student(s) with the assistance of school personnel will facilitate student in acquiring skills to avoid a re-occurrence
- Student can face a suspension of riding privileges ranging from (2-5 days)

### Level Three Infractions:

- Physical altercations involving another student or bus personnel
- Theft of property
- Verbally or physically bullying another student
- Throwing objects out of windows
- Bringing a weapon on the school bus
- A consistent pattern of level one and two behaviors

### Possible Response to Level Three Infractions:

- Parent conference
- Bus suspension (3+ days, leading to possible suspension and ultimate expulsion from school)
- Suspension from regular scheduled school program
- Students with the assistance of school personnel will facilitate acquiring skills to avoid a re-occurrence
Health and Safety

Students’ health and safety is the school’s foremost responsibility. The following information describes the precautions taken to protect the well being of all students. If your child has any specific health, safety, or security needs, please inform the school so that appropriate accommodations can be made.

NURSE

Academy of the City Charter School has the services of an on-site nurse to assist students who are ill or injured. Parents will be notified whenever a student has been referred to the school nurse. If the nurse requests that a child be sent home, **the child must be picked up immediately.**

Parents or students may also wish to consult with the nurse on matters related to hygiene, nutrition, substance abuse, depression, child abuse and neglect, or other issues of concern.

MEDICATION

The school nurse and the student’s teacher must be informed of any prescription medication that a student is required to take at school. To dispense prescription medication to students, the nurse must receive a written order from the student’s doctor and a permission slip from the student’s parent or guardian. All medications should be brought to the school nurse in its original prescription container, labeled with the student’s name, the name of the medication, the date of expiration, and the proper dosage.

*Students are not permitted to bring non-prescription medications to School.* If, during the course of the school day, it is necessary for a student to receive common, non-prescription medication (e.g., Tylenol), the school nurse will dispense it with proper authorization. Parents must inform the school of any allergies to or restrictions on non-prescription medication that their children might have. Also, please notify the school nurse in writing if your child has a chronic illness that may affect his or her performance at school.

ACCIDENTS

The school nurse or a trained staff member will administer initial treatments for minor injuries. The student’s parent or emergency contact will be notified immediately by phone whenever medical treatment is administered to a student, and an incident report will be kept in the student’s permanent file. **In such cases, it is especially crucial that the school have working phone numbers for students’ parents and for alternate contacts in the event that a parent is unavailable.** Please be vigilant in keeping the school’s records for your child up-to-date.

FIRE DRILLS/EMERGENCY PROCEDURES

The school will have at least 10 fire and 2 shelter drills during school hours. Specific signals and procedures have been established for all types of disaster drills, and safety areas have been designated. Teachers are equipped with instructions, and all drills will be practiced with students on a regular basis.
VISITOR IDENTIFICATION
To help ensure a safe and secure learning environment for your children, all visitors to Academy of the City Charter School are required to show ID, sign in at the school office, and to wear a visitor’s pass. Faculty and staff have been instructed to escort anyone not having a pass immediately to the main office for identification.

Student Records and Confidentiality
Every student is required to complete and submit the following as part of the registration process:

- **Birth Certificate**
- **Proof of residence.** This can be a utility bill (but not a cable bill)
- **Enrollment Form.** This form is used to record all basic information about the student and the family, including home, work, and emergency telephone numbers. It is extremely important that a parent or guardian sign this form.
- **Free and Reduced Price Meals Application.** This form must be completed for all students and will be held in strict confidence.
- **Medical Forms.** This set of forms must be submitted for all students within the first 30 days of attendance. If you have questions about immunization requirements or other medical issues, please contact your physician or the school nurse. It is the responsibility of each parent or guardian to keep their child’s medical information, including food allergies, up to date.
- **Record Release.** This form gives the School permission to obtain all records pertaining to a given student from his or her previous school. This form must be completed and should include the telephone number and address of the previous school, as well as the signature of a parent or legal guardian.
- **Media Release Form.** Academy of the City Charter School may seek public interest and media coverage. If for any reason, you do not wish to have your child photographed, video taped, or contacted by the media, you may state so on this form.

It is critical that the School be notified immediately of any changes in a student’s name, address, phone number, responsible parent, or any other information provided at the time of registration. Such changes should be communicated in writing and sent to the School Secretary.

Academy of the City Charter School complies with all confidentiality laws protecting the privacy of its students and their families. Information regarding a student’s progress will be shared only with parents or guardians, appropriate members of the School’s faculty and staff, and any professional consultants retained for the purpose of measuring and/or improving instructional quality. When information regarding student performance is made public, it will be presented in such a way as to avoid the identification of specific, individual students.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)
The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g, 34CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children’s education records. These rights transfer to the student when he or she reaches the age of 18 or attend a school beyond the high school level. Students to whom the rights have been transferred are “eligible students.”
Parents or eligible students have the right to inspect and review the student’s education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct record, which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally schools must have written permission from the parent or eligible student in order to release any information from a student’s education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR S 99.31):

- School officials with legitimate educational interest
- Other schools to which a student is transferring
- Specified officials for audit or evaluation purposes
- Appropriate parties in connection with financial aid to a student
- Organizations conducting certain studies for or on behalf of the school
- Accrediting organizations
- To comply with a judicial order or lawfully issued subpoena
- Appropriate officials in cases of health and safety emergencies
- State and local authorities, within a juvenile justice system, pursuant to specific State law

**Complaint Policy Procedures**

**FORMAL COMPLAINTS**

A formal complaint involves an alleged violation of law and/or charter. Examples of formal complaints are:

- Improper discipline of a special-education student (violates IDEA)
- Billing the wrong district for a student (violation of Charter Schools Act)
- Child abuse in the school (violation of New York State law)

Issues involving a violation of law and/or charter may be resolved informally, but the complainant can at any time during the process initiate the formal complaint process.

Procedures for filing a formal complaint:

All formal complaints from a parent, individual or public agency must be submitted in writing. If you wish you may pick up a complaint form in the school’s main office. The complaint should include:

- The nature of the violation
- The facts on which the statement is based
- The signature and contact information of the person filing the complaint
- If alleging violations with respect to a specific child, include:


- The name and address of the residence of the child
- A description of the nature of the problem of the child (the concerns that led you to file the complaint), including the facts relating to the problem
- A proposed resolution of the problem to the extent known and available at the time the person is filing the complaint

What to expect once a formal complaint has been filed:

1. Please submit your complaint to the Administrative Assistant in the main office. S/he will date stamp it and place in the mailbox of the Board of Trustees.
2. All formal complaints will be reviewed by the Board of Trustees at the next public board meeting following the date of receipt of the complaint as long as the complaint was filed with sufficient time for the Board to review it. So, if a complaint is filed on October 30, the Board will review it at the following Board meeting, which is on November 25. Otherwise, the Board will review the complaint at its next Board meeting.
3. The Board will respond to your complaint in writing within 10 business days after the Board meeting.

Upon resolution of a complaint, Academy of the City Charter School will provide you with:

1. A written determination and any remedial action to be taken and the reasons for such determinations
2. A written notice informing you of your right to appeal the determination to SUNY, Charter Schools Institute if the complaint involves a violation of law or charter
3. A copy of the SUNY’s grievance policies (as they are posted on the website of the Institute at http://www.newyorkcharters.org/parentResources.htm#questions.

The Formal Complaint Appeal Process

SUNY Charter Schools Institute’s role in the formal complaint process is a limited one, and it is generally restricted to appeals after the school’s board of trustees has handled the complaint. Detailed instructions for filing an appeal are available on the Parent Resources pages of the Institute’s website: http://www.newyorkcharters.org;parentResources.htm#questions.

INFORMAL COMPLAINTS

Many types of complaints do not involve violations of law or charter. Examples of informal complaints are:

- “Xena pulled my daughters’ hair. Can’t she move seats?”
- “I want my son in a different class or section.”
- “My child was retained in the 3rd grade and I think she should be in the 4th grade.” (No discrimination; assume charter was followed)
- “I think my child deserves an ‘A’ in that course, not a ‘B’.”

It is the desire of the school to work closely with parents and students to resolve issues that are problematic for either party in a manner that is respectful and thoughtful and beneficial for both parties. It is the hope of the school that issues that would fall in the category of ‘informal complaints’ be resolved quickly at the school level and is not handled by the school’s Board of Trustees.
Procedures for filing an Informal Complaint:

- Complaints on behalf of your child should be made as quickly as possible to the teacher. You may submit your complaint in writing, orally, or via email to the teacher or person involved. The school directory has a complete list of all email addresses.
- If the teacher does not resolve the issue to your satisfaction you may take your complaint to an administrator—the Principal or Conductor of Curriculum and Instruction.
- If your complaint is about a school administrator or teacher, and you have not been able to resolve it with person involved, you should proceed to the Principal.
- If your complaint is about the Principal, you should file your complaint in writing to the President of the Board of Trustees.

What to expect once an informal complaint has been filed:

You should expect a response within a reasonable amount of time. If you do not get a response in a reasonable amount of time you may move the complaint up the chain of command. If no action is taken at all, you may proceed directly to the Board of Trustees, under what would be a violation of this policy, which is part of the school’s charter.

Upon resolution of your complaint, Academy of the City Charter School will provide you with:

A response that includes the reason for the action taken, if any. Response to informal complaints may take the form of oral or written communication. To the extent possible, the school will keep a written record of informal complaints.

The Informal Complaint Appeal Process

If a parent is not satisfied with the resolution or action taken by a teacher, staff member or administrator, he or she may appeal to the Principal.

Academy of the City Charter School Board of Trustees does not handle appeals of informal complaints, unless the initial complaint was about the Principal.

SUNY Charter Schools Institute does not handle appeals of informal complaints.

Responsibilities of School Personnel

PRINCIPAL AND ASSISTANT PRINCIPAL

The role of the Principal with regard to discipline is to guide staff and students in their efforts to ensure student success—the central mission of the school.

Working with the school’s Guidance Counselor, Assistant Principal, and Dean of School Culture, the Principal will provide training and continued support to teachers as they strive to teach students to follow the Peace Curriculum and school rules.

The Dean of School Culture will assist staff in responding to severe misbehavior, such as uncooperative behavior and physically dangerous and/or illegal acts, as well as any chronic or recurring problems. In certain cases, the Principal will initiate break periods, parent conferences, suspensions, or other consequences. The Principal may also contact the appropriate law enforcement authorities, depending
on the nature of the infraction. If the Principal is unavailable to assist with a crisis situation, the school’s Administrative Staff will direct referrals to another assigned staff member.

TEACHERS AND SUPPORT STAFF:
The classroom teacher is the center of the school’s character education and discipline policy. Academy of the City Charter School recognizes the need for a cooperative relationship between students, parents, and educators. We need and expect teachers and staff to:

• Be models of the Peace Curriculum.
• Be prepared and enthusiastic in implementing the curriculum.
• Use consistent and compassionate guidance procedures.
• Help maintain an atmosphere conducive to good behavior.
• Strive to create a positive learning environment.
• Help students resolve conflicts in a constructive and compassionate manner.
• Seek to involve students in the development of classroom policy.
• Plan a flexible curriculum to meet the needs of all students.
• Differentiate instruction to meet the needs of all students.
• Encourage parent and community participation.
• Be well-groomed, and conduct themselves in a safe and responsible manner.
• Be consistently on time and prepared.
• Work cooperatively with colleagues, parents, and administrators.
• Seek changes in an orderly and approved manner.

All teachers will implement three basic principles of classroom management and discipline:

• At the beginning of the school year, students will be taught how to behave responsibly in each type of classroom activity, and these lessons will be reinforced throughout the year as necessary.
• Teachers will strive to provide positive reinforcement by interacting frequently with each student when the student is behaving appropriately.
• When misbehavior occurs, teachers will redirect actions or calmly and consistently implement mild classroom “consequences,” corrective actions taken in response to inappropriate behavior, using such instances as teaching opportunities. The focus of interaction with each student should continue to be primarily positive.

Though these principles will serve as useful guides, each teacher, student, and situation is unique. Teachers will use professional discretion to select the specific procedures that fit individual student needs and particular situations.

Teachers will work in collaboration with other staff to solve problems that are chronic or severe. Techniques that may be used by teachers in dealing with minor behavior problems as well as procedures for responding to chronic misbehavior are described under “Encouraging Appropriate Conduct.”

SCHOOL NURSE OR MEDICAL PERSONNEL
The school nurse will be available to faculty, staff, and students for consultation on such matters as personal hygiene, nutrition, substance abuse, depression, child abuse, or neglect. The nurse will also provide medical care for students who are ill or injured. When the nurse is not on school grounds, staff
will assist students in need and will determine whether parents should be contacted and the student sent home.

**Responsibilities and Rights of Students**

Students shall have the right to:

- attend school and benefit from quality educational opportunities.
- be informed of all school rules and regulations, and the consequences of breaking those rules and regulations.
- receive due process in all disciplinary actions. This shall include a grievance procedure.
- receive a free and appropriate education, which will include instruction using texts and materials at a level, which allows an opportunity for success.
- know in advance how grades in a class will be determined.
- use school facilities, properties, and materials.
- hear, examine, and express divergent points of view; this shall include freedom of speech, written expression, and symbolic expression.
- be shown personal respect by other students and school personnel.
- be supported in their social and emotional growth.
- enjoy appropriate break times for exercise.
- decide whether or not to participate in symbolic (e.g., flag salute) or religious activities.
- dress and groom in such a way as to express personal preferences within the parameters of the school dress code.
- peacefully assemble on school grounds in a way that does not disrupt the school day, the ability of teachers to teach or the rights of other students.
- enjoy reasonable degrees of personal privacy. However, upon reasonable suspicion, student’s spaces and belongings may be searched for prohibited or illegally possessed substances or objects.

Students shall have the responsibility to:

- arrive on time and attend all classes daily.
- come to class with appropriate working materials and be responsible for his/her own work.
- complete classroom assignments and homework to the best of her/his abilities.
- understand the teacher’s grading system and monitor his/her own progress in each class.
- respect and protect school facilities, properties, and materials.
- abide by the rules set forth by the school and individual classroom teacher and accept the consequences of acceptable and unacceptable behavior.
- cooperate with school personnel in cases involving disciplinary actions; they should follow prescribed steps of grievance procedure and accept final decisions.
- refrain from profane or inflammatory statements.
- conduct themselves in a safe and responsible manner.
- know and observe school rules of dress and appearance.
- consider and respect the divergent points of view of others; they should also be sure that their personal expressions (speech, written, or symbolic) are not damaging to or infringing on the rights of others.
- respect the rights of others to participate in symbolic or religious activities of their choice.
• abide by the rules and guidelines of extracurricular activities and clubs; they should show good school spirit and sportsmanship.
• support and take an active interest in student government.
• assemble in such a way as to avoid disrupting the educational process or conflicting with school rules.

Responsibility of Parents/Guardians
Parents are encouraged to participate fully in the education of their children. Support and cooperation of parents are vital. Parents are expected to support the academic learning of their child by maintaining high expectations for both the student and the school. The major role of parents with regard to discipline and character education at the school is to demonstrate consistent interest in the child’s progress at school and support for the child’s best efforts. Parental support provides an enormous incentive for a child to strive for excellence.

Parents may be asked to help teach their child specific skills, such as remembering homework, learning to be more independent, or managing anger appropriately. If parents are asked to assist staff, specific information will be provided on ways to help the student.

If there is a severe or recurring problem, parents will be asked to help staff teach the student an alternative set of behaviors. In such cases, it is important to recognize that teaching a student to behave appropriately as a contributing member of the school community is in the student’s best interest. By working together, parents and staff can help the student acquire the skills that will increase opportunities for success. Failure to comply with the specifics of the school’s plan for teaching appropriate behavior and continued student misbehavior may result in the student’s expulsion.

Parents who have concerns about their child’s adjustment to the school or any aspect of the school’s program and policies will be asked to discuss their concerns first with their child’s teacher. Every teacher at the school will be prepared to work with parents and will respond to parental concerns appropriately and expeditiously. The Guidance Counselor, Conductor of Curriculum and Instruction and Principal will also be available if there are issues that continue to persist.

PARTICIPATION
• Attend all parent-teacher conferences.
• Attend school functions and activities with your child.
• Become an active member of the Parent Community Organization.
• Respond promptly to school requests for information or permission.

ENVIRONMENT
• Ensure that your child is clean and dressed according to the school’s dress code.
• Maintain regular medical and dental checkups for your child. Help your child maintain a healthy lifestyle by leading one yourself.
• Communicate openly with your child in order to help solve any school problem.
• Support school officials in maintaining a safe and orderly school environment.
• Discuss the Peace Curriculum with your child.
• Ensure that your child understands that possessing or handling any type of weapon on school property, on the way to or from school, or at any school event is prohibited and will lead to expulsion and notification of the police and New York State Education Department.
• Provide a good nutrition for your child and ensure that they are well rested and prepared to attend school for each day it is open

EDUCATION
• Fill your home with books. Read together every night.
• Make certain your child’s attendance at school is regular and punctual and that all absences are properly excused and in compliance with school procedures.
• Instill in your child the desire to learn. Plan family visits to museums, libraries, theatres, and science centers.
• Become acquainted with the school, staff, curriculum, and activities.
• Ensure that your child has the necessary materials and supplies needed for school.
• Ensure that your child has a quiet and proper place and time to study at home.

RESPECT
• Be respectful of Academy of the City Charter School’s teachers, staff, and the rules that guide the school. Treat all members of our learning community with the same level of basic respect and patience that you yourself wish to receive in return. Do not smoke while on school grounds.
• Guide your child, from the earliest years of his or her life, to be polite, to exercise self-control, and to be accountable for his or her actions.
• Teach your child, by word and example, respect for law, for the authority of the school, and for the rights and property of others.
• Encourage your child to respect honest work and to develop an interest in exploring broader fields of knowledge.
• Know and understand the rules your child is expected to observe at school, be aware of the consequences for violations of these rules, and accept legal responsibility for your child’s actions.
• Accept the right of the Board of Trustees to require respectable behavior of all students and non-students at all activities involving the school. Understand that the rulings of the Board reflect the final authority at the school on all matters pertaining to discipline.
• Encourage your child to respect and learn about the different cultures represented by our diverse student body

EXPRESSION
• Encourage your child to conduct him/herself in an appropriate manner so as to contribute towards the educational progress of his or her classmates.
• Insist that your child never make obscene gestures, libelous, racist or sexist statements, or use intimidating tactics toward others.
• Encourage your child to dress appropriately so that his or her appearance will not disrupt the educational process or activities.
Encouraging Appropriate Conduct

ACKNOWLEDGING APPROPRIATE CONDUCT
Positive Interactions and Positive Feedback

Each day, staff at Academy of the City Charter School encourages our students to behave appropriately and to develop positive relationships with adults and children. Our staff works in a friendly, supportive manner. Students who demonstrate good citizenship as peacemakers are rewarded with esteem building praise and recognition such as “Alicia, you have been very responsible in remembering to bring your homework on the day it is due”.

Positive interactions with peers and adults will include:

Greeting each other
Using kind words
Taking turns
Resolving conflict with our words
Showing concern for others’ feelings
Respecting personal space and property

CONSEQUENCES FOR MINOR MISBEHAVIOR

We expect that the great majority of our students will strive to meet Academy of the City Charter School’s expectations for responsibility and self-discipline. We also understand, however, that no single set of procedures will be effective in helping every student develop the skills and attitudes necessary for success. Therefore, a series of interventions has been designed for students who have not been motivated by the school-wide procedures. As teachers and faculty adapt disciplinary procedures to meet individual needs, the focus will remain positive and an emphasis will be placed on the continuing need for calm and consistent consequences.

Students will learn that certain actions are unacceptable at the school and misbehavior has consequences. Students who engage in any type of misbehavior, whether minor or severe, will be reminded and redirected to correct their behavior using verbal and non-verbal signals. When a student fails to respond, nonpunitive consequences will be used. We will begin with requiring the student to make amends and/or restore the situation. In all cases, parents will be informed of the child’s inappropriate behavior and the restitution requirement.

Other Non-Punitive Consequences

MAKING AMENDS MAY INVOLVE:
- an apology;
- community or school service;
- fixing, replacing, and/or paying for damage caused.

Academy of the City Charter School
Other non-punitive consequences that may be used to help support the student are: Increased structure and supervision, moving the child, taking away objects related to misbehavior, narrowing the child’s choices, taking a privilege or responsibility away. These consequences serve to control behavior in the classroom and will be used at teacher discretion. In classroom “go-and-return” (taking a break) is also used.

CONSEQUENCES FOR SEVERE MISBEHAVIOR

Most misbehavior will be handled with discussion or the use of mild consequences. However, severe misbehavior will be met swiftly with specific consequences. Severe misbehavior is defined as belonging to at least one of the following categories:

- Uncooperative behavior
- Bullying
- Physically dangerous behavior
- Illegal behavior

Uncooperative behavior is the direct refusal to comply with a reasonable staff instruction within a specified period of time. In such cases, the staff member involved will first remind and redirect to correct unwanted behavior. A mild consequence may be issued. The classroom teacher will make every effort to redirect student behavior in the classroom. If the student continues to ignore or disregard the instruction, in-class room “go and return”, buddy classroom “go and return” or temporary removal from the group will be used. In severe cases, when a student is unresponsive, support providers, including the school guidance counselor, may be utilized to assist the student. Every attempt will be made to de-escalate the situation in the classroom setting.

Should the student fail to respond, he or she will be sent out of the classroom to the designated administrator and the incident will be reported to the Assistant Principal or Principal. When deemed necessary, an extended removal from the classroom or sending the child home are possible options.

Bullying is unwanted, aggressive behavior among school-aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Types of bullying include:
### Verbal bullying
Verbal bullying is saying or writing mean things.

Verbal bullying includes:
- Teasing
- Name-calling
- Inappropriate sexual comments
- Taunting
- Threatening to cause harm

### Social bullying
Social bullying, sometimes referred to as relational bullying, involves hurting someone’s reputation or relationships.

Social bullying includes:
- Leaving someone out on purpose
- Telling other children not to be friends with someone
- Spreading rumors about someone
- Embarrassing someone in public

### Physical bullying
Physical bullying involves hurting a person’s body or possessions.

Physical bullying includes:
- Hitting/kicking/pinching
- Spitting
- Tripping/pushing
- Taking or breaking someone’s things
- Making mean or rude hand gestures

### Cyber bullying
Cyber bullying has been described by the U.S. Department of Education as bullying that occurs through the use of electronic technology, such as cell phones, computers, and tablets. It can also involve the use of communication tools, such as social media sites, text messages, chat and websites.

Examples of cyber bullying include, but are not limited to:
- Sending hurtful, rude, or mean text messages or e-mails to others.
- Spreading rumors or lies about others by text message or e-mail or posting on social networking sites.
- Creating or sharing pictures, websites, videos or social media profiles, including fake profiles that embarrass, humiliate, or make fun of others.

In cases of **physically dangerous behavior**—fighting, assault, physical intimidation or striking with hands or feet — staff will firmly inform the students to stop. If the students do not respond, staff will use professional judgment to determine whether or not to intervene physically. Staff will not be required to take action that could be physically dangerous; in such cases, another teacher will be sent immediately for assistance. The Principal, Assistant Principal or other designated staff will notify parents and decide whether to contact the appropriate law enforcement authorities.

If a staff member is aware that a student is engaged in **illegal activity**, the staff member will refer the case to the Principal or designee who will notify the student’s parent or guardian and, together with the Principal, will decide whether to contact the appropriate law enforcement authorities. When episodes of severe misbehavior are cumulative, an Expulsion Hearing may be convened upon the third instance.

**CORRECTING INAPPROPRIATE CONDUCT**

The following interventions may be used in response to student misbehavior.
Referral

Referrals to the Assistant Principal or Principal will be made only in response to severe or recurring behavior problems.

When making an office referral, the referring staff member will complete a Referral Form as soon as possible after the infraction. The Assistant Principal or Guidance Counselor will keep records on referrals, which will be periodically reviewed by the school’s Leadership Team. Using these records, the Leadership Team will determine the appropriate disciplinary response to help the student correct their behavior.

Taking a Break (Extended ‘Go and Return’)

At the school, breaks may be used for students who need a neutral environment to help manage their own behavior, or to cool down or reflect on inappropriate behavior. Such breaks may involve removing the student from the instructional setting to a designated area in the classroom.

The following procedure is suggested when imposing a time out. No student shall ever be unsupervised during a break situation.

- Upon the behavioral infraction, the student will be sent on a short time out away from the instructional setting. The student will be told in a firm, non-emotional voice, that he or she has made the choice to continue the inappropriate behavior, and that a time out is the consequence.
- The student will be told firmly that certain behaviors damage the school community and that he or she must want to contribute to a positive community before being allowed to rejoin the class. The student will be allowed to rejoin his/her classmates when he or she can communicate this desire to the teacher.

Suspension

In response to cases of severe misbehavior, the Principal, or a designee, may suspend or temporarily remove the student from school for up to ten calendar days. Suspension is regarded as a serious consequence. Once a student is suspended, he or she cannot go back and rejoin his or her class. The administration will attempt to contact parents and inform them of their child’s infraction and its basic circumstances. Parents are expected to accept the suspension. Suspended students must be picked up immediately by their parents or guardian. (At the discretion of the school administration, a suspended student may be allowed to go home by bus.) The student’s parents will be required to meet with the

POSSIBLE INTERVENTIONS TO BE USED:

- Admonishment by school personnel
- Parent outreach
- Intervention by counseling staff, including individual/group counseling
- Restorative approaches
- Peer mediation
- Development of individual behavior contract
- Short-term behavioral progress reports
- Community service (with parental consent)
Principal, or designee, and any staff members involved in the suspension prior to the student’s return to the school. During this meeting, parents are not entitled to know what specific consequences, if any, were given to the other child/children involved in the infraction. Parents are responsible for transporting children to and from these sessions. In addition, the student is required to complete homework related to the disciplinary infraction.

Expulsion

Expulsion is defined as the removal of the right and obligation of a student to attend the school under the conditions set by the school’s Board of Trustees. The Principal will have final authority in recommending the expulsion of a student to the Board. A student who commits any reportable crime or who has had three instances of severe misbehavior may be subject to an expulsion hearing before the Board. Expulsions are final. Expelled students are not permitted on school grounds or at any school-related functions.

EXPULSION PROCEDURES

If the offense is serious and/or the student has a series of several violations, the Principal may recommend to the Board of Trustees that the student be expelled from school.

The Principal or designee may suspend the student from school and will inform the parent at the time of suspension or within three (3) school days of the intent to file written charges for expulsion and offer to meet with the parent and student to discuss the reason(s) for the suspension and expulsion. Homework assignments will be provided to the student during the period prior to the expulsion hearing. Parents are encouraged to pick up the homework or must make arrangements to secure the assignments.

Charges for expulsion will be presented to the Board of Trustees in executive session for a formal hearing. The president of the Board of Trustees, or other board member designated by the Board president, will preside over the hearing.

The parent and student may attend the hearing and have the right to bring counsel. The parent and student may elect to waive their rights to appear at the meeting by an affirmative waiver or by failing to appear at the designated time. This action will be deemed a waiver of rights to contest the expulsion.

At the expulsion hearing, the Principal or designee will present the evidence to support the charges against the student. The student or parent will have the opportunity to answer the charges against the student and to present evidence to support the student’s position.

Parents must be notified within three (3) school days of the findings by the Board of Trustees.

If a parent wishes to appeal the decision of the Board of Trustees based on their belief that their child was not afforded due process and/or that some law was broken they may file a formal complaint to SUNY, Charter Schools Institute and/or the New York State Education Department in accordance with the processes and procedures detailed in the School’s Complaint Policy.
EXPULSION OF SPECIAL-EDUCATION STUDENTS
Students with disabilities may be suspended for inappropriate behavior. The Principal may give a short-term suspension to a student with disabilities. The Principal may suspend a disabled student from school for a total of ten days in a school year.

The Principal may recommend a student with disabilities for a long-term suspension or expulsion (greater than ten days) by following these procedures:

1. The Principal will follow regular procedures for long-term suspension or expulsion as described above.
2. Once the director has made a recommendation for long-term suspension or expulsion of a student with disabilities, he or she will refer the matter to the Committee on Special Education of the District Office.
3. If the District Office concurs that a suspension or expulsionary hearing is in order, the parent will be notified in writing of the time and place of the proceeding.

It is important that all students and parents understand that, in addition to taking disciplinary action at the school level, certain criminal and/or disruptive behavior must be reported to the police and to New York State Education Department through VADIR (Violent and Disruptive Incident Report). The following incidents will be reported.

- Capital Crimes
- Assaults or Threats of Assault
- Possession of Weapons
- Robbery or Theft
- Sexual Abuse
- Property Damage
- Drug or Alcohol Use

Additionally, the Principal has the discretion to report any other incident occurring within the regular operation of the school.

Any student who is formally charged with a felony by a proper prosecuting attorney for an incident which is shown to have an adverse impact on the educational program, discipline, or welfare in the school in which the student enrolled shall, following an administrative hearing conducted pursuant to rules of the State Board of Education, and after due notice to the parents, parent, or guardian, and when suspension is recommended, be suspended from all classes until the determination of his or her guilt or innocence, or the dismissal of charges, is made by a court of competent jurisdiction.

The Principal may suspend students under specified conditions for lengths of time in excess of 10 school days provided daytime alternative educational options are utilized.

Appropriate Internet Usage Policy
Academy of the City Charter School makes available to its students access to interconnected computer systems within the School and to the Internet, the worldwide network that provides various means of accessing significant educational materials and opportunities. In order for the school to be able to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of internet resources. Teachers and other Staff will make reasonable efforts to supervise
Academy of the City Charter School

student use of network and Internet access. Students must understand that inappropriate internet use can result in one or more of the following; school discipline, loss of the privilege of using internet resources and/or criminal prosecution.

Below is the Acceptable Use and Internet Safety Policy (“Policy”) of Academy of the City Charter School and the Data Acquisition Site that provides Internet access. Upon reviewing, signing, and returning this Policy, a student will be eligible for Internet access at the school. If a student is under 18 years of age, the “PARENT’S OR GUARDIAN’S AGREEMENT” must be signed and returned.

AoC cannot provide access to any student who is 18 or older until the Policy is signed and recorded or to a student under 18, until the “PARENT’S OR GUARDIAN’S AGREEMENT” is signed and recorded.

Listed below are the provisions of your agreement regarding computer network and Internet use. If you have any questions about these provisions, you should contact the Director of Operations.

I. PERSONAL RESPONSIBILITY
By signing this Policy, you are agreeing to follow all rules outlined in the policy and to report violations of the policy by other students.

II. TERM OF THE PERMITTED USE
A student who returns a properly signed Policy will have computer network and Internet access during the remainder of the students’ academic career while enrolled in Academy of the City Charter School.

III. ACCEPTABLE USES
A. Educational Purposes Only. Academy of the City Charter School is providing access to its computer networks and the Internet for educational purposes only.
B. Unacceptable Uses of Network. Among the uses that are considered unacceptable and which constitute a violation of this Policy are the following:

1. Uses that violate the law or encourage others to violate the law.
2. Transmittal of offensive or harassing messages.
3. Any use which is commercial in nature.
4. To use the Internet to view, transmit or download pornographic or otherwise objectionable materials.
5. To use the Internet to transmit confidential or copyright materials.
6. To use the internet to download any program, partial program or game without the express permission of the supervising teacher.
7. Any use of the internet, which causes harm to others or their property.
8. Any improper use of passwords.
9. Any programming vandalism.
10. Any “hacking” activities
11. Any activities designed to expose the school or other computers to computer “viruses”.
12. Students cannot provide private information about themselves over the internet including the student’s credit card or social security number.

C. Netiquette. All users must abide by rules of network etiquette, which include the following:

1. Be polite. Use appropriate language. No swearing, vulgarities, suggestive, obscene, belligerent, or threatening language.
2. Avoid language and uses that may be offensive to other users. Do not use, distribute, or redistribute jokes, stories, or other materials that are based upon slurs or stereotypes relating to race, gender, ethnicity, nationality, religion, or sexual orientation.
3. Do not assume that a sender of e-mail is giving his or her permission for you to forward or redistribute the message to third parties or to give his/her e-mail address to third parties. This should only be done with permission or when you know that the individual would have no objection.
4. Students will not cyber bully or create cyber attacks on any member of the school community.

IV. INTERNET SAFETY

A. General Warning: Individual Responsibility of Parents and Users. All users and their parents/guardians are advised that access to the electronic network may include the potential for access to materials inappropriate for school-aged pupils. Every user must take responsibility for his or her use of the computer network and Internet and stay away from these sites. Parents of minors are the best guide to materials to shun. If a student finds that other users are visiting offensive or harmful sites, he or she should report such use to his/her supervising teacher.

B. Personal Safety. Be safe. In using the computer network and Internet, do not reveal personal information such as your home address or telephone number. Do not use your real last name or any other information which might allow a person to locate you without first obtaining the permission of a supervising teacher. Do not arrange a face-to-face meeting with someone you “meet” on the computer network or Internet without your parent’s permission. If someone attempts to arrange a meeting with you as a result of an internet contact you must report the communication, immediately, to your supervising teacher.

C. “Hacking” and Other Illegal Activities. It is a violation of this Policy to use the School’s computer network or the Internet to gain unauthorized access to other computers or computer systems, or to attempt to gain such unauthorized access. Any use which violates state or federal law relating to copyright, trade secrets, the distribution of obscene or pornographic materials, or which violates any other applicable law or municipal ordinance, is strictly prohibited.

D. Confidentiality of Student Information. Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or guardian or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and Social Security numbers. Only a member of the school administration may authorize the release of student information, as defined by New York law, for internal administrative purposes or approved educational projects and activities.

E. Active Restriction Measures. The School, either by itself or in combination with the Data Acquisition Site providing Internet access, will utilize filtering software or other technologies to prevent students from accessing visual depictions that are (1) obscene, (2) child pornography, or (3) harmful to minors. The School will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or any other material that is inappropriate for minors.
Internet filtering software or other technology-based protection systems may be disabled by a supervising teacher or school administrator, as necessary, for purposes of bona fide research or other educational projects being conducted by students age 17 or older.

The term “harmful to minors” is defined by the Communications Act of 1934 (47 USC Section 254 [h][7], as meaning any picture, image, graphic image file, or other visual depiction that taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

V. PRIVACY

Network and Internet access is provided as a tool for your education. The Academy of the City Charter School reserves the right to monitor, inspect, copy, review and store at any time and without prior notice any and all usage of the computer network and Internet access and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of the OWNCS and no user shall have any expectation of privacy regarding such materials.

VI. FAILURE TO FOLLOW POLICY

The user’s use of the computer network and Internet is a privilege, not a right. A user who violates this Policy, shall at a minimum, have his or her access to the computer network and Internet terminated, which the school may refuse to reinstate for the remainder of the student’s enrollment. A user violates this Policy by his or her own action or by failing to report any violations by other users that come to the attention of the user. Further, a user violates this Policy if he or she permits another to use his or her account or password to access the computer network and Internet, including any user whose access has been denied or terminated. Academy of the City Charter School may also take other disciplinary action in such circumstances. In some instances inappropriate computer and Internet use violates state and/or federal laws and may result in criminal prosecution or juvenile court action.

VII. WARRANTIES/ INDEMNIFICATION

AoC makes no warranties of any kind, either express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this Policy. It shall not be responsible for any claims, losses, damages or costs (including ~ fees) of any kind suffered, directly or indirectly, by any user or his or her parent(s) or guardian(s) arising out of the user’s use of its computer networks or the Internet under this Policy. By signing this Policy, users are taking full responsibility for his/her use, and the user who is 18 or older or, in the case of a user under 18, the parent(s) or guardian(s) are agreeing to indemnify and hold the School, the Data Acquisition Site that provides the computer and Internet access opportunity to Academy of the City Charter School and all of their administrators, teachers, and staff harmless from any and all loss, costs, claims or damages resulting from the user’s access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the user is a minor, the user’s parent(s) or guardian(s) agree to cooperate with the School in the event of the School’s initiating an investigation of a user’s use of his or her access to its computer network and the Internet, whether that use is on a School computer or on another computer outside the school’s network.
VIII. UPDATES

Users, and if appropriate, the user’s parents/guardians, may be asked from time to time to provide new or additional registration and account information or to sign a new Policy, for example, to reflect developments in the law or technology. Such information must be provided by the user (or his/her parents or guardian) or such new Policy must be signed if the user wishes to continue to receive service. If after you have provided your account information, some or all of the information changes, you must notify the person designated by the School to receive such information.


PUBLIC NOTICE and FREEDOM OF INFORMATION LAW (FOIL)

YOU HAVE THE RIGHT TO SEE PUBLIC RECORD

The amended Freedom of Information Law, which took effect on January 1, 1978, gives parents and other agencies the right of access to many public records. Academy of the City Charter School has adopted regulations governing when, where, and how one can access these public records. The regulation can be seen at all places where records are kept.

According to these regulations, records can be seen and copied at:

Academy of the City Charter School
31-29 60th Street
Woodside, NY 11377

The following officials will help you to exercise your right to access:

1. Agency officials who have in the past been authorized to make records available.
2. Records Access Officer(s):

   Director of Operations
   Academy of the City Charter School
   31-29 60th Street
   Woodside, NY 11377

If you are denied access to a record, you may appeal to the following person(s) or body:

   Principal
   Academy of the City Charter School
   31-29 60th Street
   Woodside, NY 11377
III. ACADEMIC PROGRAM

Attachment 21(a)  Provide the proposed school’s methods and strategies for serving students with disabilities in compliance with all federal laws and regulations. In answering please indicate:

1. the kinds and types of services and related services the school is likely to provide directly (as opposed to those that will be provided by the school district of the student’s residency or by a third party contract);

2. the personnel that the school will devote to serving students with disabilities (and the significant administrative responsibilities associated with special education); and

3. include a description of the specific efforts to attract and retain a comparable or greater enrollment of students with disabilities when compared to the enrollment figures for such students in the school district in which the charter school will be located. (In New York City, the Community School District must be used for comparison.)

Kinds and types of services that the school will provide directly
OWN Charter School II will not discriminate in its admission or enrollment policies on the basis of students having or suspected of having a disability. The School will provide instruction to students with disabilities in the most inclusive environment possible with their non-disabled peers to the extent appropriate and subject in all instances to the requirements and restrictions included in each student’s IEP prepared by the Committee on Special Education (CSE) of the student’s district of residence and in accordance with all applicable federal laws and regulations related to special education (e.g. IDEA). The School will ensure that the special education programs and services as indicated on each student’s IEP will be provided directly to the student during school hours. The School will provide support services to students to ensure that IEP mandates and measurable goals are met. The School will not place a student in a learning environment that is inconsistent with the IEP.

Special classes, separate schooling, or other removal of students with disabilities from the regular educational environment will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, in accordance with the student’s IEP. Special education students in OWN Charter School II, when appropriate according to their IEPs, will receive their adapted curriculum work and other therapies such as speech-language therapy and occupational therapy, within a regular education classroom. Special educators and therapists will come to the regular education classroom, when appropriate, to provide services to small groups of regular and special education students. A special education teacher, paraprofessional or aide may sit with the students to help implement the goals of their IEPs. In addition, for students whose IEPs required resource room/SETSS, OWN Charter School II will have those services available for them.

Students with disabilities will also be expected to participate in, and receive credit for, nonacademic, extracurricular and ancillary programs and activities with all other students to the extent allowed by the IEP. Students with disabilities will receive all notices concerning school-sponsored programs, activities, and services.

OWN Charter School II’s special education teacher and, beginning in the school’s third year of operations, its Special Education Coordinator will communicate directly and on an ongoing basis with the Chairperson of the CSE of the district of residence of each student with a disability. At the beginning of each school year, the special education teacher and/or Special Education Coordinator will work with the CSE to ensure that the School has been provided the IEP in effect for each student with a disability and to discuss its implementation. Each student’s IEP will be made accessible to his or her classroom teacher, special education teachers and any individuals or organizations providing services under contract. Each teacher will be briefed on his or her specific responsibilities.
related to implementing the child’s IEP, including specific accommodations, modifications and services that must be provided. OWN Charter School’s special education staff will interact with the students' school district of residence in a number of ways, including seeing that referrals are made for students suspected of having a disability; fulfilling reporting requirements of the resident district; ensuring that all appropriate school staff participate in meetings of the CSE; and establishing a reporting structure in accordance with applicable law whereby the CSE is provided information regarding progress on the degree to which the services on the IEP are being provided.

If a student enrolls in OWN Charter School II and is suspected of having a disability, the School’s special education teacher or, beginning with the School’s third year of operation, its Special Education Coordinator will review the student suspected or having a disability, in cooperation with the Principal and the student’s teachers. In accordance with the review, the School will consider or provide remediation with supplementary aides or support services as necessary. If there remains a suspicion of a disability, the student will be referred in writing to the chairperson of the CSE of the student’s district of residence for an individual evaluation and determination of eligibility for special education programs and services. Such referrals will be made by the special education teacher or the Special Education Coordinator, under supervision by the principal. Such referrals will: (1) state the reasons for the referral and include any test results, records or reports upon which the referral is based, if any; (2) describe any attempts to remediate the student’s performance prior to the referral, including any supplementary aids or support services provided for this purpose, if any; and (3) describe the extent of parental contact or involvement prior to the referral. A copy of the referral, along with the procedural safeguards notice described in 34 CFR §300.504, will be sent to the student’s parents.

In accordance with the State Education Law Section 2853(4) et al, OWN Charter School II will provide services required by the IEP, either directly, by contract or by related service agreements with the school district. The services to be provided directly by the School may include, but are not limited to: speech language pathology and audiologist services; psychological services; physical and occupational therapy; recreation, including therapeutic recreation; early rehabilitation counseling; orientation and mobility services; diagnostic and/or evaluative medical services and student and/or parent counseling. If OWN Charter School II is unable to provide services in accordance with the student’s IEP, it will rely on the school district of the student’s residence to provide services.

In addition, the School will communicate with parents of students with disabilities on an ongoing basis regarding the progress their children are making, their children’s IEPs and ways that parents and families can support the education and development of their children with disabilities. At the least, the School will provide written periodic progress reports on the progress of each student and his or her IEP, as well as copies of all report cards, to the parents of each special education student and to his or her district of residence. Parents will be encouraged to contact and/or meet with their children's teachers and OWN Charter School II administrators at any time to discuss concerns, questions or complaints. At the beginning of each school year, parents will be informed by letter that they can contact the School at any time, verbally or in writing, to request a meeting with any teacher or administrator, and that such meetings will be scheduled by the School as soon as possible following the request. They will also be informed that they can contact the School at any time with questions about their children's IEPs and about any and all services provided to their children.

The School will also prepare and submit to the State Education Department all required reports regarding students with disabilities.

**Personnel that will be devoted to serving students with disabilities**

OWN Charter School II plans to hire appropriately certified special education staff for the School, and may contract with appropriately certified or licensed individuals and/or organizations to provide services, under the supervision of the Principal and, when hired, the Special Education Coordinator. The budget reflects increasing staff resources and instructional resources as the student population increases.

The Special Education teacher will serve as Special Education Coordinator until Year 3, at which time a designated Special Education Coordinator will be hired. At that point, the Special Education Coordinator will
oversee the School’s Special Education program, and his or her responsibilities will include ensuring compliance with all IEP requirements and regulations, managing the review and referral process and ensuring provision of services as mandated on student IEPs.

OWN Charter School II will employ a full-time special education teacher in its first year. Once there is a 3rd grade, a second part-time special education teacher and eventually by year five, the school will have two full-time special education teachers resulting in one designated special education teacher for the K-2 span and one for the 3-5 span. The Special Education Coordinator may also provide instruction to special education students as needed, especially to supplement the services of the part-time special education teacher hired in years 3 and 4. In addition to providing instruction and support directly to students, special education staff will work with classroom, ESL and specials teachers to support the education of students with disabilities in a manner consistent with and supportive of the students’ IEPs. To this end, special education staff will ensure that these teachers at the School are knowledgeable about the needs of students with disabilities, are informed about their responsibilities for particular students, will receive the support they may require to implement each student’s program; and will implement any necessary modifications or accommodations in their classes. Also, the School’s special education staff, as supervised by the Principal, will be responsible for ensuring the collection, maintenance, and reporting of all data regarding students with disabilities, including the development and submittal of 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.

OWN Charter School II is employing the above-described staffing model (i.e. one special education teacher for early grades and one special educator for older students) to maximize the effectiveness of the special education program. This staffing model will result in a smaller special education student-to-special education teacher ratio and will thus benefit special education students by ensuring that sufficient time and attention can be provided for each student. In addition, it will enable the special education teachers to spend considerable time working with general education teachers in planning, professional development and ensuring that appropriate accommodations are made for special education students.

The requirements, expectations and desired experience for the Special Education Coordinator and Special Education Teacher positions are described in Exhibit G of this application.

OWN Charter School II will provide substitute coverage for teachers as necessary to ensure that they are able to attend CSE meetings. Each student’s general education teachers will be involved in the development and implementation of a student’s IEP, provided that the student is, or may be, participating in the regular education environment. The School will ensure that the teacher is knowledgeable about the student’s needs and will help implement any modifications or accommodation 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 and training and will be provided information and support by the Special Education Coordinator or Special Education Teacher, as needed, to ensure their understanding of the student’s needs and their responsibilities related to the student’s IEP.

Specific efforts to attract and retain a comparable or greater enrollment of students with disabilities when compared to the Community School District 30

OWN Charter School II will target its recruitment and community outreach efforts to seek an annual enrollment of students with disabilities that is comparable to that of the district in which it is located—i.e. CSD 30. Based on the special education data in CSD 30, OWN Charter School II can expect to serve approximately 10%-15% special needs students. Its budgets reflect a 12% annual population of special education students. OWN Charter School II’s recruitment efforts towards this special population of students and their families will leverage the experience and network of community relationships of OWNCS.

The School’s efforts to recruit students with disabilities will also include: (1) print advertisements that include specific information about OWN Charter School II’s Special Education program and that, where appropriate, describe the qualifications of OWN Charter School II’s Special Education staff, (2) presentations regarding the School’s special education programs and related services at open-house information sessions held throughout the
district; and (3) one-on-one meetings between OWN Charter School II’s Principal and/or OWN Charter School II’s Special Education staff with any parents of Special Education students who express interest in learning more about how the School can meet the particular needs of their child.

Publicity used by OWN Charter School II staff to inform parents and students about the School during the admission process will be reviewed carefully for the purpose of identifying and removing any statement, photo, statistic, etc. that might discourage parents of students who have or may have a disability from participating in the School’s lottery and enrollment process. Such publicity will, where appropriate, include specific reference to the policies and procedures of OWN Charter School II that describe its compliance with all laws, regulations and guidelines related to the education of students with disabilities. OWN Charter School II will also provide the general public with information about its educational practices related to special education and its philosophical commitment to the inclusion approach in the education of its special education students.

The admission and enrollment policy described elsewhere in this application will apply to students with disabilities as well as other students. OWN Charter School II will not discriminate in admission and enrollment practices on the basis of a student having or suspected of having a disability.
III. ACADEMIC PROGRAM

Attachment 21(b) Please provide the following assurances regarding the provision of special education and other services to children enrolled in the proposed charter school.

• The school will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990 (ADA), that are applicable.

• The school will, consistent with applicable law, work with LEA school districts to ensure that all students with disabilities that qualify under the IDEA:
  - have available a free appropriate public education (FAPE);
  - are appropriately evaluated;
  - are provided with an IEP;
  - receive an appropriate education in the least restrictive environment;
  - are involved in the development of and decisions regarding the IEP, along with their parents; and
  - have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school’s or school district’s provision of FAPE.

• The school 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 and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting. The school may permit the special education coordinator to take on additional administrative duties to the extent that they do not interfere with the 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 ADA.

• The school 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, and provide such teachers and personnel with copies of the student’s IEP.

• The school will ensure that parents of children with special needs are informed of how their children are progressing on annual IEP goals and in the general curriculum at least as frequently as parents of regular education children.

• The School will abide by the applicable provisions of the IDEA and the Family Educational Rights Privacy Act of 1974 (FERPA) as they relate to students with disabilities, including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access.

• The school’s special education coordinator will retain such data and prepare such reports as are needed by each disabled child’s school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations.

• The school will comply with its obligations under the Child Find requirements of IDEA, including 34 C.F.R. § 300.111, 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
OWN Charter School II assures the following regarding the provision of special education and other services to its enrolled students:

- OWN Charter School II will adhere to all provisions of federal law relating to students with disabilities, including the IDEA, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990 (ADA), that are applicable to it. The school will appoint a Section 504 Officer and form a Section 504 Committee, and will comply with all other legal or regulatory requirements.
- OWN Charter School II will, consistent with applicable law, work with LEA school districts to ensure that all students with disabilities that qualify under the IDEA:
  - have available a free appropriate public education (FAPE);
  - are appropriately evaluated;
  - are provided with an IEP;
  - receive an appropriate education in the least restrictive environment;
  - are involved in the development of and decisions regarding the IEP, along with their parents; and
  - have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school’s or school district’s provision of FAPE.
- OWN Charter School II 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 and obtaining information from CSEs as needed throughout the year; determining if entering students have IEPs; and working with CSEs and school districts to ensure that all required special education and related services are being provided and that all IEPs are appropriate in the context of the charter school setting. The school may permit the special education coordinator to take on additional administrative duties to the extent that they do not interfere with the 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 ADA.
- OWN Charter School II 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, and provide such teachers and personnel with copies of the student’s IEP.
- OWN Charter School II 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.
- OWN Charter School II will abide by the applicable provisions of the IDEA and the Family Educational Rights Privacy Act of 1974 (FERPA) as they relate to students with disabilities, including, but not limited to, having procedures for maintaining student files in a secure and locked location with limited access.
- OWN Charter School II’s Principal and/or special education coordinator will retain such data and prepare such reports as are needed by each disabled child’s school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations.
- OWN Charter School II will comply with its obligations under the Child Find requirements of IDEA, including 34 C.F.R. § 300.111, 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.
- OWN Charter School II 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 will implement IEPs as written.
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.
Academy of the City Charter School

Employee Handbook

2014-2015 School Year
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WELCOME

Welcome to the team! We hope you will find your employment at Academy of the City Charter School to be rewarding, stimulating, challenging, and instrumental in your own personal and professional development.

Handbook Purpose

This Handbook describes some of the basic terms and conditions of employment with the school and is intended to serve as a resource. You are expected to read this Handbook carefully, to know and understand its contents, and to abide by its provisions. If you have any question about anything in this Handbook, or about Academy of the City Charter School’s employment policies or practices in general, you are expected to ask the Principal or Director of Operations.

Academy of the City Charter School has the right to change anything in this Handbook. You are responsible for knowing about and understanding those changes once they have been disseminated.

Handbook Revisions

Academy of the City Charter School can change or eliminate anything in this Handbook, and any employment policy, practice, work rule or benefit, at any time without prior notice. However, any such change is effective only if it is in writing and is signed or authorized by the Principal. No one has the authority to make any promise or commitment contrary to what is in this Handbook.

ACADEMY OF THE CITY CHARTER SCHOOL’S MISSION

It is the mission of Academy of the City Charter School to educate our students to become independent-thinkers and lifelong learners. We are committed to an educational philosophy based on inquiry, active and experiential learning, social justice, continual professional development, and reflective practice. Academy of the City’s literacy-based, integrated and standards-driven curriculum encourages community, honors diversity and reflects its deep commitment to multiculturalism and to making the American experience accessible to new Americans. As such, Academy of the City Charter School has a special interest in ensuring students identified as English Language Learners (ELLs) and their families enter our school. At Academy of the City Charter School, all students will receive the broad education they will need to meet the academic and social challenges of the best New York City high schools and to thrive in today’s global society.
Employment Procedures

At-Will Employment

Your employment with Academy of the City Charter School is at will. This means that neither you nor Academy of the City Charter School has entered into a contract regarding the duration of your employment. This employment relationship may be terminated at any time, with or without cause or notice, by the employee or Academy of the City Charter School. No one has the authority to enter into any agreement to the contrary except the Principal and Board of Trustees of Academy of the City Charter School, who may do so only in writing.

Collective Bargaining Agreements

There may be employees of Academy of the City Charter School who are subject to collective bargaining agreements. For any such employees, if any provisions of their collective bargaining agreements conflict with Academy of the City Charter School policies, Academy of the City Charter School is obligated to honor the provisions of the collective bargaining agreement.

Proof of Right to Work

Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States, and complete USCIS Form I9. New hires must establish their identity and right to work in the United States by providing documentation that establishes their identity and employment authorization. Lists of qualifying documents accompany the USCIS Form I9. All documents must be unexpired. Documentation must be produced within three business days of hire.

Work Schedule

Our normal office hours for the general and administrative staff are from 8:00 a.m. through 4:00 p.m., Monday through Friday. Classroom instructional staff are expected to work such hours that ensure the timely start of the school day, an orderly process for ending the school day, and sufficient interaction with other instructional staff and administrators to help support the educational mission of the school.

Non-exempt employees receive two ten-minute paid break periods for each full workday, one in mid-morning and one in mid-afternoon. Non-exempt employees must maintain time records accurately reflecting all hours worked and time in/out. These time records should be submitted weekly for the Principal’s approval and signature.

Attendance & Lateness

If a staff member has an unplanned absence, s/he must let his/her supervisor know as soon as possible but no later than 6:30 a.m. so that arrangements for coverage can be made. If a
teacher works with a Lead or Associate teacher, s/he should also be contacted. This contact of the supervisor and other staff should be done by email and phone so that someone is reached. To assist substitute teachers, in the case of unplanned absences, teachers must have activities and lessons that can be explained by email or phone so that the instruction of children can take place in their absence. Lead and Associate teachers’ absences are generally covered by substitute teachers.

Employees are expected to assume responsibility for their regular assignments and to follow daily work schedules. Employees who have excessive lateness and/or absences are subject to disciplinary action.

**Employment Policies**

**Equal Opportunity Employer**

It is our policy to provide equal employment opportunities to all employees and prospective employees in every facet of our operations. All employment-related decisions, including hiring, promotions, transfers, training, compensation, treatment of employees, and corrective action are made solely on the basis of individual qualifications and job performance without regard to race, ethnicity, national origin, citizenship status, religion, creed, age, sex, sexual orientation, marital status, disability, or any other basis prohibited by law.

**Discrimination**

Academy of the City Charter School’s employees must conduct their relationships with other Academy of the City Charter School employees, students, parents, guardians, and the general public with courtesy and mutual respect. Academy of the City Charter School operates under sound personnel policies and applies an equitable standard of fair treatment to all of its employees. It also executes its educational mission in a non-discriminatory manner and employs persons of varied backgrounds without regard to race, ethnicity, national origin, citizenship status, religion, creed, age, sex, sexual orientation, marital status, disability, or any other basis prohibited by law. Academy of the City Charter School does not tolerate any improper conduct among its employees.

This nondiscrimination policy applies to all areas of employment. Academy of the City Charter School prohibits the harassment of any individual on any of the bases listed above.

**Harassment**

Academy of the City Charter School is committed to providing a workplace free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, ethnicity, national origin, citizenship status, religion, creed, age, sex, sexual orientation, marital status, disability, or any other basis prohibited by law. Academy of the City Charter School strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers.
Similarly, Academy of the City Charter School will not tolerate harassment by its employees of non-employees with whom Academy of the City Charter School’s employees have a business, service, or professional relationship.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when: (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to, the following: slurs; jokes; statements; gestures; impeding or blocking another’s movement or otherwise physically interfering with normal work; pictures; drawings; or cartoons.

Sexually harassing conduct in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

**Reporting and Investigation Procedures**

Any incident of harassment, including work-related harassment by any school personnel or any other person, should be reported promptly to the Principal, who will be responsible for investigating the matter. Managers/Supervisors who receive complaints or who observe harassing conduct should inform the Principal immediately. An employee is not required to complain first to the Principal. Instead, the employee may report the harassment to his or her immediate supervisor or any other member of management.

Every reported complaint of harassment will be investigated thoroughly and promptly. In addition, Academy of the City Charter School will not tolerate retaliation against any employee for cooperating in an investigation or for making a good faith complaint.

If harassment is established, Academy of the City Charter School will discipline the offender as it deems appropriate. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination of employment, depending upon the circumstances.

It is illegal to sexually harass an employee or to retaliate against an employee for opposing sexual harassment or for participating in investigations of sexual harassment. In addition to notifying Academy of the City Charter School about harassment or retaliation complaints, affected employees may also direct their complaints to the New York Human Rights Commission or the Equal Employment Opportunity Commission which have the authority to conduct investigations of the facts. You can contact the nearest administrative office at the
locations listed on Academy of the City Charter School’s poster or by checking the state government listings in the local telephone directory.

Open Door

Academy of the City Charter School has an open door policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their Supervisor/Manager or any other management representative with whom they feel comfortable. Academy of the City Charter School believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other manager of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although Academy of the City Charter School cannot guarantee that in each instance the employee will be satisfied with the result, Academy of the City Charter School will attempt in each instance to explain the result to the employee if the employee is not satisfied. Academy of the City Charter School will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate.

Alternatively, Employees may avail themselves of the “Internal Complaint Procedure” set forth below.

Internal Complaint Procedure

Misunderstandings or conflicts can arise in any organization. If you have a question or a complaint or are bothered by a job-related situation, you should first speak with your immediate supervisor or manager. This is usually the best way to seek resolution of problems and is a matter of professional courtesy. If, however, the issue is not resolved, you are encouraged to bring your concern to the next level of management.

Should your concern not be satisfactorily addressed or be one that you would rather not discuss with your immediate supervisor or manager within your own department, you should contact the Director of Operations. He/she is responsible for investigating all grievances brought to Academy of the City Charter School’s attention.

If you have any concerns regarding potential discrimination, harassment, or retaliation, please use the reporting procedures outlined in the Harassment Policy.

Policy against Retaliation

There will be no retaliation, harassment of, or discrimination against any person who has pursued his or her rights under applicable law or against anyone who has assisted a person in opposition to such discrimination.
making a complaint or provided information during an investigation under this policy. All employees are expected to ensure that such retaliation, harassment, or discrimination does not occur. Appropriate disciplinary action up to and including termination may be taken against any employee who violates this policy.

**Wage and Salary Policies**

**Regular Pay Days**

Employees are paid semi-monthly; pay periods run from the 1st to the 15th, and the 16th to the end of the month. Paydays are the 1st and the 15th of each month. All regular full-time employees are subject to a payroll lag equal to one pay period. Other employees may be subject to the lag payroll. Employees who are paid on an hourly basis must complete their time cards in a timely manner in order to ensure that they are paid for all hours worked. If a payday falls on a holiday or weekend, paychecks will be distributed on the preceding business day. Checks are distributed by the employee’s immediate supervisor at the employee’s work station or via direct deposit on the date assigned for payment. If the employee is absent when the paycheck is distributed, the employee may claim the paycheck from his or her immediate supervisor when the employee returns.

**Payment on Resignation or Termination**

If an employee resigns or is terminated involuntarily, his or her paycheck will be available on the next regular payday.

**Employment Classifications**

**Exempt and Non-Exempt Positions**

Exempt employees, by definition, are exempt from earning overtime compensation. These generally include certain professional, executive/managerial, and administrative employees. Exempt employees are paid on a salary basis, not by the hour, and may be required to work beyond normal working hours without additional compensation.

Non-exempt employees are employees who are eligible to be paid for overtime work in accordance with the provisions of applicable wage and hour laws. Non-exempt employees are not permitted to work overtime without prior written approval from their supervisor.

Both Full-time and Part-time Non-Exempt employees should record all hours worked on their time sheets.

**Full-Time Employees**

An employee who works 35 hours per week is considered a full-time employee and is eligible for benefits such as health, dental, long-term disability and retirement.
Part-Time Employees

An employee who works less than 35 hours per week is considered a part-time employee. Part-time employees do not generally receive benefits.

Performance Reviews

Academy of the City Charter School will seek to conduct annual performance reviews. Evaluations will be conducted by the Principal, the employee’s immediate supervisor, or the Principal’s designee. The purpose of the review is to evaluate the employee’s current level of performance, including an assessment of the teacher’s contribution to the school’s mission and model, to examine the progress made since the last review, and to establish goals for the employee’s performance.

After receiving their performance evaluations, employees will be requested to sign the evaluation acknowledging that they have received the evaluation and are aware of its contents. The employee will have the opportunity to submit a letter contesting such performance evaluation for inclusion in their employee file. A copy of the performance evaluation will then be placed in the employee’s personnel file.

Wage Adjustments

Subject to Collaborative Bargaining agreement (CBA) that will be negotiated in January 2013 for the 2013-14 school year.

Employee Benefits

Paid Time Off

Academy of the City Charter School grants Paid Time Off (“PTO”) to eligible employees to provide them with the flexibility to meet both their work and personal needs. Academy of the City Charter School believes that this time is valuable for employees not only to make their work experience with Academy of the City Charter School personally satisfying, but also to enhance their productivity. PTO can be used by eligible employees for illness, medical appointments, and personal business as well as reasons covered by the Family Medical Leave Act. PTO can be used by employees stating the reason for the leave and are subject to approval of the Principal or designee. PTO days must be requested at least twenty-four (24) hours prior to use and cannot be used to extend vacation either prior or following a school break. One half (1/2) of a PTO day will be deducted if the employee works part of the day but takes PTO time of more than one (1) hour and no more than four (4) hours. If an employee takes one (1) hour or less, PTO will not be deducted. An employee will be charged a full PTO day if the PTO time exceeds four (4) hours. Instructional employees shall make every reasonable attempt to use PTO only when the use of such leave would not conflict with classroom instructional time.

Eligibility

All regular full-time employees are eligible to participate in Academy of the City Charter School’s PTO program. Regular part-time employees eligible to participate in Academy of the City Charter School’s PTO program, accruing PTO at a rate commensurate with their working hours per week. Temporary and contracted employees are ineligible to participate in Academy of the City Charter School’s PTO program.

**PTO Use**

Subject to certain limitations discussed below, employees may use PTO as soon as it is accrued. Employees may take PTO for certain reasons, including the following: illness, medical appointments, and personal business. Nonetheless, employees should make every effort to schedule personal appointments (medical appointments, teacher conferences, auto repairs, etc.) before and after working hours. The school does not allow scheduled PTO either directly before or directly after a scheduled school closure (see “Holidays” below).

Non-exempt employees must record all PTO on their weekly time sheets. Exempt employees must record all PTO on a PTO Request Form for submission to the Director of Operations. PTO is recorded by the Director of Operations in increments of 0.5 days and charged against an employee’s accrued PTO balance.

**PTO Accrual**

**Accrual Rate for Part-Time Employees**

Employees accrue PTO monthly at a rate of one day per month on the last day of each month worked. An example of this would be 11 days a year for an employee working from August-June (usually instructional staff) or 12 days a year for an employee working from August-July (usually administrative staff). Accrued PTO can be banked up to 40 days and only can be used for leaves as defined by FMLA. Unused PTO is not reimbursed.

**Accrual Rate for Part-Time Employees**

Eligible part-time employees accrue PTO on a *pro rata* basis. For example, part-time employees working 32 hours per week will accrue 80% of the 6.4 hours per month, for a total of 8.8 days per year, rounded up to 9 days per year (assuming that an employee works from August-June).

**PTO Accrual during Leaves of Absence**

Employees do not accrue PTO during any unpaid leave of absence or while on disability salary continuation. PTO accruals recommence when the employee returns to work.

**Approvals for PTO**

PTO that is requested and approved in advance of the date of absence is considered “Scheduled PTO.” Employees are required to provide a reason for requesting Scheduled PTO. Employees must coordinate their Scheduled PTO with the Principal or designee in advance.
PTO that is taken for an unscheduled absence, such as an unexpected illness or emergency, and is not approved in advance by the employee’s immediate supervisor is considered “Unscheduled PTO.” Employees taking Unscheduled PTO must notify their immediate supervisor as soon as practicable and, in no event, later than 6:30 a.m. on the day of use, if possible, or as soon thereafter as is reasonably possible, allowing enough time for the Principal to find a substitute teacher or temporary help, as applicable.

Regular attendance is essential to Academy of the City Charter School as absences can cause a disservice to our students and to other employees. Employees taking Unscheduled PTO must advise their immediate supervisor of their anticipated return date and the need for work coverage. If the Unscheduled PTO is due to illness, the school may require that the employee provide a doctor’s note excusing their absence. Excessive Unscheduled PTO may be grounds for intervention and disciplinary action, up to and including termination of employment.

**PTO Advances**

An employee is not permitted to borrow on future accrual of PTO, except with the approval of the Principal. If an employee has used any PTO before it has been accrued and then leaves the employee of Academy of the City Charter School, the amount of pay for any PTO taken that has not been accrued at the time of termination must be repaid by the employee.

**Holidays**

Academy of the City Charter School’s instructional staff will generally observe the holiday schedule adopted by the New York City Department of Education:

- New Year’s Day
- Martin Luther King, Jr. Day
- Midwinter Recess (3rd week in February)
- Spring Recess (usually the third or fourth week in April)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Rosh Hashanah
- Columbus Day
- Yom Kippur
- Veterans Day
- Thanksgiving Recess
- Winter Recess

Twelve month employees, generally administrative staff, will follow the above schedule for holidays and have 10 days of Administrative Vacation to use in July and August. Such Administrative Vacation must be approved by the Principal and be planned to allow the functioning of the School during the summer recess.
Eligibility

Unless otherwise provided in this policy, all full-time employees of the general and administrative staff will receive time off with pay at their normal base rate for each holiday observed by Academy of the City Charter School. Part-time and temporary employees are not eligible for paid holiday benefits. Moreover, all employees are ineligible for holiday benefits while on leave of absence.

Weekends and Vacations

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. Holidays that occur during an eligible employee’s vacation will not be counted as vacation days taken.

Weather Days and Other Closures

The school may be closed due to inclement weather or other situations. If New York City Department of Education schools are closed or delayed, Academy of the City Charter School will be closed or delayed. That information is broadcast on radio, television, and Internet.

Medical Insurance and Health Benefits

Academy of the City Charter School currently offers health, dental, and vision care coverage to regular full-time employees. Currently there is a 15% contribution for primary employee coverage. There is a 50% contribution required for any dependent coverage elected. Please consult the health benefits documents for further information on plan coverage.

These benefits are reviewed periodically and may change from time to time, depending upon the cost of providing the benefits, comparison to benefits provided by similarly-sized or similarly-positioned charter schools, market conditions, the financial circumstances of Academy of the City Charter School, or other factors. Benefits are determined by Academy of the City Charter School in its sole and exclusive discretion and are subject to change upon reasonable notice to you.

Workers’ Compensation Insurance

Injuries resulting from accidents that occur while performing official duties on behalf of the school are covered by workers’ compensation insurance. Any employee who suffers an injury as a result of such an accident must file a report with the Principal or his / her designee as soon as possible. Each employee is responsible for filing any other necessary forms, applications, or other information as required by applicable government policies.

Disability Insurance

The school carries short-term disability insurance in accordance with New York State law. This insurance allows payment in the event of certain injuries, illnesses, or other disabilities.
occurring outside of the workplace, including pregnancy. Any employee wishing to claim disability pay must file appropriate reports and forms with the Principal or his / her designee. Each employee is responsible for filing any other necessary forms, applications, or other information as required by applicable government policies.

Life Insurance

The school carries life insurance for its employees, at no cost to employees. Please consult the life insurance documents for further information on benefits.

Declination of Insurance Benefits

Any employee who wishes not to accept any of the insurance benefits offered by the School is required to submit such a request in writing to the Principal or his or her designee.

Retirement Plan

Academy of the City Charter School offers a 403(b) retirement program to all eligible employees. Employees may contribute up to 100% of their salary to the plan (subject to IRS regulations). Academy of the City Charter School provides a match of the employee contribution up to 3% of salary. Please consult the retirement benefits document for additional details of the 403(b) program.

Leaves of Absence

Academy of the City Charter School complies with all state and federal laws regarding leaves of absence. Employees may apply for and be considered for specific leaves of absence. All requests for leaves of absence need to be submitted in writing to the Principal and should provide sufficient detail, including the reason for and expected duration of the leave.

Bereavement Leave

Employees shall be given up to five (5) days paid leave for the death of a spouse, domestic partner, child, parent, sibling, parent-in-law, or step child. Also, Employees shall be given three (3) days paid leave for the death of a grandchild, one (1) day paid leave for the death of a grandparent, and two (2) days for the death of a sibling-in-law. Special consideration will be given to any person who association with the Employee was similar to any of the above relationships.

Military Leave

Academy of the City Charter School will grant employees a military leave of absence to the extent required by applicable federal and state law.

Family Leave (Parental Leave with Pay)
In order to be eligible for full family leave benefits (maternity, paternity, biological, or adoptive) under this policy, an employee must have been employed at Academy of the City Charter School on a 50% load basis for six months prior to being eligible for such leave. Medical or other appropriate documentation must accompany the request.

For a biological mother or father, or adoptive mother or father of a child under 36 months of age, paid leave shall be a maximum of eight calendar weeks. Family leave is to be taken within a calendar or appointment year, whichever is shorter, on a schedule to be negotiated and agreed upon with the Principal and Director of Operations. In the process of determining the leave schedule, both family needs and the needs of the school will be taken into account. The Principal will have final approval of family leave plans.

For staff members adopting children 36 months to 12 years of age, paid leave shall be a maximum of four calendar weeks. The same conditions outlined above with regards to biological parenting will apply in the case of adoptive parenting.

A staff member at 50% load or greater may, in addition to paid family leave as described above, request additional unpaid leave up to six months with the approval of the Principal.

Staff members are encouraged to make the arrangement best suited to their family circumstances and the work of the school. Anyone taking family leave must discuss his or her plans with the Principal and Director of Operations at least three months prior to the proposed leave. The final plan must be approved by the Principal and filed with the Director of Operations.

At the conclusion of their leave, the staff member may expect to return to his or her former position at his or her former salary (plus whatever increments may have accrued) unless the position has been terminated. In the latter case, the staff member may expect to return to a position of comparable responsibility and salary. This expectation of return to work is not applicable to employees who are not offered a position for the following school year.

All benefits for staff members at 50% load or greater are continued under paid parental leave.

Staff members at less than 50% load or who have been employed for fewer than nine months are not entitled to paid family leave but may apply for unpaid leave. Approval for this leave must come from the Principal.

Voting Time Off

Employees who do not have sufficient time outside of their regular working hours to vote in an election may request time off to vote. If possible, employees should make their request at least two days in advance of the election. Up to two hours of paid time off will be provided, at the beginning or end of the employee’s regular work hours, whichever will allow the most free time for voting and the least time off work.

Jury Duty

Academy of the City Charter School will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance notice. Academy of the City Charter School will also provide employees with time off to appear in court or other judicial proceeding as a witness to comply with a valid subpoena or other court order.

Employees will be granted a paid leave of absence of up to 10 business days per year for the purpose of fulfilling jury duty. Employees are required to provide reasonable advance notice of the need for jury/witness leave to the Principal, including a copy of the relevant jury summons.

Other Leaves of Absence

Academy of the City Charter School provides other leaves of absence in compliance with federal, state and locals laws including leaves for military spouses, blood marrow donation, and organ donation.

Workplace Policies

Technology Use

Academy of the City Charter School provides various Technology Resources to authorized employees to assist in the conduct of Academy of the City Charter School’s educational mission. Technology Resources consist of all electronic devices, software, and means of electronic communication, including, but not limited to, the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware, such as disk drives, tape drives, and portable flash memory; peripheral equipment, such as printers, modems, fax machines, projectors, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; personal organizers and other handheld devices; pagers; and voicemail systems.

Employees do not have a personal privacy right to any material created, received, saved, or sent using Academy of the City Charter School’s Technology Resources. Academy of the City Charter School supports the Open Source model where ideas are shared amongst professionals and are considered public domain.

Academy of the City Charter School reserves and will exercise the right to review, monitor, audit, delete, intercept, access, and disclose messages created, received, or sent over Academy of the City Charter School’s Technology Resources for any purpose and without notice to or permission from any employee.

Each employee is supplied with an Academy of the City Charter School electronic mail address. This electronic mail address is provided for work-related purposes, although employees may use electronic mail for Incidental Personal Use as well. Incidental Personal Use refers to occasional, non-commercial personal use that takes place outside of normal work hours and does not interfere with Academy of the City Charter School’s needs or operations or an
employee’s job. Due to the spread of computer viruses, it is important to limit the contacts to whom you distribute this electronic mail address and that you scan all electronic mail attachments you are not expecting for viruses.

Employees should not access or store Personal Information (as defined below) about students on their personal computers. The Personal Information of students is afforded special protection under the law and the disclosure, inadvertent or otherwise, of such information may have serious consequences.

Use of Academy of the City Charter School’s electronic mail is a privilege and not an entitlement. Usage can be revoked at Academy of the City Charter School’s sole discretion. Any employee who violates this policy or uses Academy of the City Charter School’s Technology Resources for an improper purpose will be subject to discipline, up to and including termination. The Technology Resources may not be used to solicit or recruit for commercial ventures, religious, political causes, outside organizations, or other non-job related solicitations.

The Technology Resources are not to be used in any way that is inconsistent with Academy of the City Charter School’s equal employment opportunity and anti-harassment policies. Technology resources should be used in a manner that is consistent with the mission of the school including the Open Model. For example, electronic mail may not be used to create any offensive or disruptive messages, i.e., messages which contain sexual implications, racial slurs, gender specific comments, or any other comment that offensively addresses someone’s race, ethnicity, national origin, citizenship status, religion, creed, age, sex, sexual orientation, marital status, disability, or any other basis prohibited by law.

Employees must not use Academy of the City Charter School’s Technology Resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author’s permission or is accessing a single copy only for the employee’s reference.

Also, although Academy of the City Charter School recognizes that the Internet can have useful applications to Academy of the City Charter School’s educational mission, employees should primarily engage in Internet use using Academy of the City Charter School’s Technology Resources for a specific educational purpose.

Employees may not charge personal long-distance telephone calls to the school, unless an exception is made by the Principal.

**Drug-Free Workplace Policy**

The unlawful possession, use, or distribution of illicit drugs and alcohol by employees on Academy of the City Charter School’s site and/or partner sites or connected to any Academy of the City Charter School activity is strictly prohibited. Academy of the City Charter School will impose disciplinary sanctions on employees ranging from education efforts up to and including termination of employment. Each situation will be examined on a case-by-case basis.
New York State Education Law prohibits tobacco use on school grounds. Academy of the City Charter School endorses and incorporates this prohibition.

**Dress and Grooming Standards**

Academy of the City Charter School considers the presentation of the Academy of the City Charter School image to its students, parents, guardians, suppliers, and the public at large to be extremely important. Because Academy of the City Charter School’s educational mission can only be provided through its employees, Academy of the City Charter School seeks not only good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, while Academy of the City Charter School has no formal dress code, it is expected that all employees dress in a manner consistent with good hygiene, safety, and good taste. Employees whose jobs require them to come in contact with students, parents, or the public are expected to wear apparel Academy of the City Charter School considers professional.

**Reimbursement**

**Travel**

To be eligible for reimbursement, travel status must be approved by the Principal. Employees are eligible for reimbursement from the school for expenses incurred while on Travel Status on official school business. Only reasonable travel expenses for transportation, lodging, and meals shall be reimbursed.

**Vehicle**

School vehicles may only be used for official school business. Mileage accrued on employees’ personal vehicles while on official school business (not including regular commuting to and from school and home) will be reimbursed at the then-current IRS rate.

**Protection of Personal Information**

Academy of the City Charter School is dedicated to protecting the security and confidentiality of the Personal Information that we collect, use, and maintain.

During the course of an employee’s work at Academy of the City Charter School, an employee may create, discover, use, access, receive, or otherwise handle Personal Information. No matter what the employee’s position or role at Academy of the City Charter School, each employee has an obligation to safeguard Personal Information. This Policy applies to all Academy of the City Charter School employees.

Personal Information includes an individual’s name, work or home address, electronic mail address, telephone or facsimile number, Social Security Number (“SSN”) or other government identification number, employment information, and background information. Personal Information also includes an individual’s financial information, an individual’s educational information.
history, and current educational information. In addition, Personal Information includes an individual’s medical or health information, such as an individual’s health insurance identification number (“Personal Information”).

Personal Information may relate to any individual, including Academy of the City Charter School’s employees, students, parents, guardians, officers, directors, consultants, and individuals associated with employees, consultants, vendors, students, and other third parties.

All Academy of the City Charter School employees must properly handle the Personal Information collected, used or maintained in the course of business. Accordingly, employees have an obligation to safeguard Personal Information, regardless of its form (e.g., paper and electronic records containing Personal Information). Employees’ obligations to safeguard personal information includes:

- Preventing unauthorized access to, and protecting the security and confidentiality of, Personal Information;
- Only collecting, accessing, using, maintaining, transporting, or disclosing the minimum amount of Personal Information that is necessary and relevant to perform your job responsibilities;
- Only disclosing Personal Information to individuals who are authorized to access (and need such access to) Personal Information to perform their job responsibilities, and only where such disclosure is permitted by applicable law;
- Holding Personal Information in strict confidence, both during and after your work at Academy of the City Charter School;
- Only removing Personal Information from Academy of the City Charter School’s premises when it is necessary and relevant to perform your job responsibilities;
- Not using Personal Information for unauthorized purposes and not permitting Personal Information to be used for unauthorized purposes (e.g., you may not use Personal Information for an employee’s benefit or for the benefit of any third party);
- Properly disposing of Personal Information in a manner that is commensurate with the degree of risk posed by such Information (e.g., ensuring that SSNs are disposed of so as to make them unreadable, such as by shredding paper documents that contain SSNs or wiping or shredding electronic media that contains SSNs); and
- Notifying the Director of Operations if an employee believes Personal Information has been obtained or accessed by an unauthorized person.

Employees’ obligations to safeguard Personal Information extend to all situations in which employees may handle Personal Information, including when away from work or working remotely. When employment with Academy of the City Charter School ends, former employees
may not divulge or use Personal Information, and must immediately return it to Academy of the City Charter School.

In addition, if an employee receives or has access to any individual’s SSN or Personal Information relating to any Academy of the City Charter School employee, student, parent, or guardian including such person’s driver’s license number, home address or telephone number, personal electronic mail address, internet identification name, password, or parent’s surname prior to marriage, the employee is prohibited from communicating such information to the general public.

**Compliance with Academy of the City Charter School Policies**

You must comply with all applicable policies that Academy of the City Charter School has implemented and may implement from time to time regarding Personal Information. If you fail to comply with this policy, or any other Academy of the City Charter School’s policy relating to Personal Information, you will be subject to disciplinary action up to and including immediate termination of employment. Please consult the Principal about any policies relating to Personal Information that may apply to you.

**Personnel Inquiries**

No one in this school other than the Principal, the Board of Trustees, or a designee may respond to personnel inquiries such as reference or loan inquiries regarding employees.

**Ban on Acceptance of Gifts**

The Principal and school employees may not accept gifts of any kind exceeding $50.00 in value from school vendors or potential vendors, elected officials or their representatives, candidates for public office or their representatives, political party officials or their representatives or students, parents, or guardians. Exceptions may be made with the Principal’s permission where the gift will be used by the school. Offers of gifts, exceeding $50.00 in value, even when refused, must be communicated to the Principal.

**Change of Personnel Status**

Employees are required to notify the Principal as soon as possible of any change to personnel information held or used by the school.

**Examination of Personnel Files**

Any employee may examine his or her personnel file in the presence of the Principal or his or her designee. An employee may take notes about the file but may not remove the file from the office unless authorized by the Principal.

**Core Values and Codes of Conduct**
Academy of the City Charter School expects all of its staff members to act in a mature and responsible manner at all times, in keeping with the school’s mission and model. Academy of the City Charter School is dedicated to providing a culture of open communication, diversity, integrity, intellectual stimulation, professional development, and quality work that continuously strives to meet and create new high standards. Employees should speak with their manager or supervisor should they have any questions concerning any work or safety rules or are unsure if what they plan on doing would be considered an unacceptable activity. Below are some examples of unacceptable activities:

- Negligence or any careless action that endangers the life or safety of another person;
- Treatment of students or any staff member, by word or action, in a way that suggests they are not welcome in the school;
- Any action that is detrimental to Academy of the City Charter School’s efforts to operate effectively;
- Insubordination or refusing to obey instructions properly issued by your supervisor pertaining to your work;
- Refusal to help out on a special assignment; and
- Any act of harassment, sexual, racial or other including telling sexist, racist, or homophobic jokes or making racial, sexual, homophobic, or ethnic slurs.

**Workplace Violence**

Acts, threats, or suggestions of physical violence, including intimidation, harassment, and coercion, which involve or affect Academy of the City Charter School or occur on school property, will not be tolerated.

Examples of conduct which may be considered threats or acts of violence include, but are not limited to:

- Deliberate physical conduct which causes or threatens harm, such as pushing, hitting or the use or threatened use of weapons;
- Threatening an individual or his/her family, friends, associates, or property with harm;
- The intentional destruction or threat of destruction of Academy of the City Charter School property;
- Harassing or threatening phone calls;
- Harassing surveillance or stalking; and
- The suggestion or insinuation that violence is appropriate.
Academy of the City Charter School’s workplace violence policy applies to all persons involved in Academy of the City Charter School’s operations, including, but not limited to, Academy of the City Charter School personnel, contract and temporary workers, volunteers, and anyone else on Academy of the City Charter School property. There is an increased potential for workplace violence when unauthorized persons are allowed to enter Academy of the City Charter School’s premises. Accordingly, it is strictly forbidden for any employee to allow any unauthorized person to gain access to Academy of the City Charter School’s premises without the Principal’s prior approval. Any employee who observes any attempt by an unauthorized person to gain access to Academy of the City Charter School’s premises should immediately inform the Principal.

Violation of this policy by any individual on Academy of the City Charter School property, by an individual acting as a representative of Academy of the City Charter School on or off Academy of the City Charter School property, or by an individual acting off Academy of the City Charter School property when his/her actions affect Academy of the City Charter School’s interests, will lead to disciplinary action up to and including termination. Academy of the City Charter School may take additional measures as it deems appropriate, including legal action.

Every employee and every person on Academy of the City Charter School property should immediately report threats or acts of physical violence of which he/she has knowledge. Reports should be made to the Director of Operations, the individual’s supervisor, or the Principal. Academy of the City Charter School’s Principal will ensure prompt investigation and resolution of any violation of this policy is made with discretion and in the same manner as any other infraction of Academy of the City Charter School policy. Nothing in this policy alters any other obligation established in Academy of the City Charter School policies or in state, federal, or other applicable law.

**Reporting Child Abuse**

**Child Abuse Under the Social Services Law**

School officials are required to report instances of suspected child abuse or maltreatment to the State Central Register of Child Abuse and Maltreatment (“SCR”). A hotline has been established for reporting by mandated reporters, which include school officials. The hotline is 1-800-635-1522.

Child “abuse” is when a parent or guardian inflicts serious physical injury upon the child, creates a substantial risk of serious physical injury, or commits a sex offense against the child. In addition, the definition includes instances where the parent (or guardian) knowingly allowed another to inflict such harm.

Child “maltreatment” (which includes neglect) occurs when a child’s physical, mental, or emotional condition has been impaired, or is in imminent danger of impairment, by the parent’s (or guardian's) failure to exercise a minimum degree of care by (1) failing to provide sufficient food, clothing, shelter or education; (2) failing to provide proper supervision.
guardianship, or medical care; or (3) inflicting excessive corporal punishment, abandoning the child, or misusing alcohol or other drugs and, in doing so, causing the child to be placed in imminent danger.

School officials are mandated reporters. As such, employees are required to report suspected child abuse or maltreatment when employees have reasonable cause to suspect either has occurred. “Reasonable cause” to suspect child abuse or maltreatment means that, based on an employee's rational observations, professional training, and experience, an employee suspects that the parent or guardian of the child has harmed the child or placed the child in imminent danger of harm.

The following procedures should be followed in reporting instances of child abuse and maltreatment.

- If an employee learns of or suspects a situation of abuse or maltreatment of a student by his or her parent or guardian, the employee must report the situation to the Principal immediately.

- If, based on the employee’s report, the Principal reasonably believes that abuse or maltreatment has occurred, the Principal must immediately call the SCR hotline at 1-800-635-1522 and make a verbal report.

- If an employee is uncertain about whether a situation rises to the level of abuse or maltreatment, the employee should contact the hotline to discuss the matter with a trained SCR specialist.

- All information relating to reports of child abuse or maltreatment shall be strictly confidential.

Child Abuse in the Educational Setting

Any oral or written allegation to a teacher, school nurse, guidance counselor, psychologist, social worker, administrator, board member, or other school personnel required to hold a teacher or administrator license or certificate, that a child has been subjected to child abuse by an employee or volunteer in an educational setting, shall promptly make a report, on a form provided by the Commissioner of Education, consisting of the following:

- The name of the child’s parent or guardian;
- The name of the person who reported the abuse and their relationship to the child;
- The name of the employee or volunteer against whom the allegation is made; and
- A listing of the specific allegations.

The report must be given to the Principal immediately. The report and all other written materials, photographs, and/or videos concerning the allegation and report are strictly confidential and may only be disclosed to law enforcement authorities involved in the investigation of the alleged child abuse, or as expressly authorized by law or pursuant to a
court-ordered subpoena. Willful disclosure of a confidential record to an unauthorized person is a “Class A” misdemeanor.

**Termination**

Academy of the City Charter School considers an employee to have voluntarily terminated his or her employment if an employee does any of the following:

- Elects to resign from Academy of the City Charter School;
- Fails to return from an approved leave of absence on the date specified by Academy of the City Charter School; or
- Fails to report for work without notice to Academy of the City Charter School for five consecutive days.

An employee may be terminated involuntarily for reasons that may include poor performance, misconduct, or other violations of Academy of the City Charter School’s rules of conduct as set forth below. Notwithstanding this list of rules, Academy of the City Charter School reserves the right to discharge or demote any employee with or without cause and with or without prior notice.

From time to time, Academy of the City Charter School may need to terminate an employee as a consequence of reorganizations, job eliminations, economic downturns in business, or lack of work. Should Academy of the City Charter School consider such terminations necessary, Academy of the City Charter School will attempt to provide all affected employees with advance notice when practical.

Accrued but unused PTO days will not be paid out at the time of termination.

Any Academy of the City Charter School property issued to employees, such as computer equipment, cameras, credit cards, or keys, must be returned to Academy of the City Charter School at the time of termination.

**Exit Interview**

Employees who leave Academy of the City Charter School for any reason may be asked to participate in an exit interview. This interview is intended to permit employees the opportunity to communicate their views regarding their work with Academy of the City Charter School, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all Academy of the City Charter School-furnished property, such as I.D. cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with Academy of the City Charter School and for receiving final pay will also be made at this time.
Acknowledgement of Receipt of Handbook

Employee Name: __________________________

I acknowledge that I have received a copy of Academy of the City Charter School’s Employee Handbook. I understand that I am responsible for reading the Handbook and for knowing and complying with the policies set forth in the Handbook during my employment with Academy of the City Charter School.

Date: ____________________

Signed: ____________________
Response D(2)c – Lottery and Admissions

Academy of the City Charter School 2015 Lottery Process Document

Lottery - Logistics Details
- Lottery will take place on Wednesday, April 15, 2015, starting at 5pm.
- Location will be Academy of the City Charter School gymnasium.
- There will be at least one video camera running continuously (barring technical difficulties) during the lottery, with additional still photographs being taken of the lottery process.
- A random number generator (www.random.org) will be used to generate ranges of random numbers. An objective third party with no direct interest in the school's lottery will generate the actual number lists. Chris McKey (Assistant Manager - QPL Woodside).
- The number generation will be projected onto a screen at the lottery.
- The Director of Operations will copy and paste the generated number lists into the school's official “AoC Lottery Results 2015” document and re-sort by lottery result.
- The public will be invited to attend.

Pre-Lottery activities
- School will accept applications from 8am Monday, January 5, 2015 until 5pm Monday, April 13, 2015, including applications postmarked on or before the cutoff date.
- Applications postmarked (if by mail) or otherwise received after April 13, 2015 will automatically be placed at the bottom of the wait-list, in the order that they were received.
- All applicants who provide a self-addressed, stamped envelope will receive paper notifications that their application was received, with details of the lottery date as well as instructions to monitor the school's website for further information. These notifications will include the applicant’s 5-digit Application File Number. For the 2015-2016 lottery, this number will begin with the letter “D” (i.e. D0001, D0177, D0343). Late applications will be coded “DX” (DX001, DX017).
- Only one application may be filed for each child, and each child may only have one file number active in the lottery. Multiple applications received at different times for the same child will be given the same file number. If, due to clerical error, the same child is given two file numbers in the lottery, the application with the earlier date will determine which lottery position the child will receive, and the other position will be deleted.
- Only applications for the 2015-2016 lottery will be accepted for the current lottery. Submission of a 2014-2015 Lottery Application is not valid for admission to the lottery.
- Applicants who are found to have knowingly misrepresented their address or sibling status for the purpose of gaining an advantage in the lottery will have their lottery result immediately invalidated, and will be placed at the bottom of the wait-list.
- If, due to clerical error, a child is accidentally excluded from the lottery, the Director of Operations will arrange for that child to have a number randomly generated after the lottery before impartial witnesses, and the child will be inserted into the lottery in that position.

Lottery Process Detail
- The lottery will be conducted as an electronic drawing; all applicants’ names and file numbers will be entered into a spreadsheet.
- Applicants will be divided by grade level.
Applicants will be sub-divided by eligibility: Siblings of current students will be drawn from first. Students in-district with no siblings at the school will be drawn from second. Students out-of-district will be drawn from third.

Siblings are strictly defined as children with the same parent/guardian, living in the same household. It is not necessary for both children to share two parents/guardians, as long as both children reside at the same address with one common parent/guardian. (Half-siblings and step-siblings are permitted.)

The number of students in each grade and eligibility category will be entered into a random number generator. The objective third party will then generate the number list, which will be combined with the spreadsheet by the Director of Operations.

The Director of Operations will then sort the list by Lottery Number.

The list will be immediately made available for review by all those present at the lottery. Adjustments to the lottery list with regards to siblings will not be carried out at the lottery. Such adjustments, as outlined below, will be carried out after the lottery, during the review process.

There will be a limited number of spaces (~10) available for First, Second, Third, Fourth, and Fifth Grades, as most current Kindergarten, First, Second, Third, and Fourth Grade students will be moving up to the next grade.

There will be approximately 58 available seats for Kindergarten (2 classes of 29 children each).

Kindergarten will be drawn first.

First Grade will be drawn second.

Second Grade will be drawn third.

Third Grade will be drawn fourth.

Fourth Grade will be drawn fifth.

Fifth Grade will be drawn sixth.

Applicants with siblings will have their file numbers flagged. If one sibling is selected, the other will automatically be selected during the review process. As Kindergarten will be drawn before First, Second, Third, Fourth, and Fifth Grade, the following rules will clarify the process.

- If the siblings are twins, then the second sibling’s number will be disregarded if drawn afterwards, and the sibling will be considered to have drawn the number of the drawn sibling + .5 (i.e., the sibling will become 105.5 if the drawn sibling is 105.). If the drawn sibling was chosen for the last available place, then the second sibling will be placed at the top of the wait-list.
- If the first sibling is a Kindergarten student, the First, Second, etc. Grade sibling will be automatically selected for their grade, provided a seat is available. If the grade is full, the child will be placed at the top of the First, Second, etc. Grade wait-list.
- If the first sibling is a First Grade student, the Second, Third, Fourth or Fifth Grade sibling will be automatically selected if there are seats available in the grade. If the grade is full, or if the sibling is a Kindergarten student, the sibling will be placed at the top of the wait-list for their grade.
- If the first sibling is a Second grade student, the Third, Fourth or Fifth Grade sibling will be automatically selected if there are seats available in the grade. If the grade is full, or if the sibling is a First Grade or Kindergarten student, the sibling will be placed at the top of the wait-list for their grade.
- If the first sibling is a Third grade student, the Fourth or Fifth Grade sibling will be automatically selected if there are seats available in the grade. If the grade is full, or if the sibling is a Second, First Grade, or Kindergarten student, the sibling will be placed at
the top of the wait-list for their grade.
  ○ If the first sibling is a Fourth grade student, the Fifth Grade sibling will be automatically selected if there are seats available in the grade. If the grade is full, or if the sibling is a Third, Second, First Grade, or Kindergarten sibling will be placed at the top of the wait-list for their grade.
  ○ If the first sibling is a Fifth grade student, the Fourth, Third, Second, First Grade, or Kindergarten sibling will be placed at the top of the wait-list for their grade.

- Applicants will be informed of their acceptance / position on the wait-list by telephone or e-mail. The process will begin on Monday, April 20, 2015.
- No admissions will be carried out the day of the lottery, to allow administration to review the acceptance and wait-lists for accuracy and fairness.
- Anonymized results will be posted to the school’s website no later than Monday, April 20, 2015, showing the lottery position and 5-digit Application File Number.

**Admissions Detail**
- Current students moving from one grade to another will be required to complete new enrollment forms. Certain other forms, such as the CH-203 health form, lunch form, and robocall release, will need to be filled out again.
- All new students, including siblings of current students, will be required to fill out complete paperwork for the new school year, including enrollment forms.
- New students will be required to present birth certificates, proof of address, immunization records, and the student’s most recent report card/progress report in order to be enrolled at the school.
- Completion of the enrollment form signifies a parent’s intention to enroll their child at the school. Parents will be given a grace period of one week from the date of offer to accept a position at the school, after which their application will be considered abandoned, and the seat will be offered to the next child on the wait-list.
- The school reserves the right to assess and evaluate incoming students for appropriate grade placement. If, in meeting with the family and after conducting the relevant assessments, the school determines that a student should receive a different grade placement to meet the student’s needs, the student will be placed first on the wait-list for the appropriate grade, and offered the first available seat in that grade. The school will never use grade placement as a method of discriminating based on academic ability; the assessments and alternate grade placements are merely to ensure the child receives an appropriate educational setting.

**Amendment**
- Following guidance issued by the NYSED Office of School Innovation, Charter School Office on August 4, 2015, the school will apply for an amendment to its lottery preferences for the 2016 lottery. Namely, the school will request a preference for students whose parents are current employees of the school.
- This employee preference will take first priority in the lottery process, with siblings of current students receiving second priority, in-district applications receiving third priority, and out-of-district applications receiving last priority.
- All plans for future lotteries are tentative and subject to the approval of the SUNY Board of Regents.
- For the current 2015 lottery, the school grants the following exceptions to the above lottery...
process, again following the 8/4/15 guidance from NYSED:
  ○ Should the school fail to reach full enrollment, and thus no longer has a wait-list in a given grade, the school will enroll children of employees in that grade.
  ○ Should the school reach full enrollment and have a waitlist in a given grade, the school will place children of employees at the end of the waitlist for that grade.

Contact information
● Email: ahunt@academyofthecity.org
● Phone: 718-487-9857 ext. 202
● Fax: 718-785-9592
● Postal Service: 31-29 60th Street, Woodside, NY 11377-0113
Academy of the City adheres to all required policies and procedures to ensure that the school is fully in compliance with all rules and regulations. Please see the table below for the location of each requested policy or procedure.

<table>
<thead>
<tr>
<th>Renewal Application Response</th>
<th>Policy</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>D2(c)1</td>
<td>Admissions/Enrollment Policy</td>
<td>Response D(2)c - AoC Lottery and Admissions Guide</td>
</tr>
<tr>
<td>D2(c)2</td>
<td>Student Discipline (including Special Education Discipline Policy, if separate)</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)3</td>
<td>Dress Code (if any)</td>
<td>Response D2(c) – School Uniform Policy</td>
</tr>
<tr>
<td>D2(c)4</td>
<td>Student Retention/Promotion Policy</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)5</td>
<td>Complete Parent and/or Student Handbook (from the current academic year or similar document. If any of the above policies are contained in full form in the handbook, please indicate that and do not include the separate policy)</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)6</td>
<td>Complaint Policy (which should clearly articulate how to file a formal complaint alleging a violation of law or the charter and provide appropriate appeals information)</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)7</td>
<td>Health services policy, including medication policy (even if those match district policies)</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)8</td>
<td>Personnel policies and/or employee manual</td>
<td>Response D(2)c - Personnel Handbook 2014-15</td>
</tr>
<tr>
<td>D2(c)9</td>
<td>Collective Bargaining Agreement(s), if applicable</td>
<td>Response D(2)c - Academy of the City CBA Final Response D(2)c - CBA Amendment 2015</td>
</tr>
<tr>
<td>D2(c)10</td>
<td>Family Educational Rights and Privacy Act (&quot;FERPA&quot;) policies, annual notices and sample waiver form, if applicable.</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
<tr>
<td>D2(c)11</td>
<td>Policies and procedures for implementing Section 504 of the federal Rehabilitation Act of 1973 to serve students with disabilities not covered by the Individuals with Disabilities Education Act (&quot;IDEA&quot;)</td>
<td>Please incorporate by reference Attachment 21(a) – Special Education Compliance and Attachment 21(b) – Special Education Assurances from Academy of the City’s original 2010 new school application.</td>
</tr>
<tr>
<td>D2(c)12</td>
<td>Freedom of Information Law (&quot;FOIL&quot;) Notice</td>
<td>Response D(2)c - AoC Student Handbook 2014-2015</td>
</tr>
</tbody>
</table>
Response D(2)c – School Uniform Policy

The purpose of the School Uniform Policy is to increase school safety, to strengthen the students’ sense of school unity and belonging, to encourage improvements in student behavior, to reduce school clothing costs, and to achieve academic excellence by decreasing distractions and increasing academic focus. The School Uniform Policy was developed by the Parent Community Organization and passed by the Board of Trustees in June, 2013.

The uniform policy is as follows:

**Bottoms:**
- **Pants:** Navy; secured at the waist to avoid sagging. Cargo pants and jeans are not permitted.
- **Skirts, Jumpers and Skorts:** Navy; knee length or longer. Polo shirt or blouse must be worn under the Jumper.
- **Shorts:** Navy; knee length; secured at the waist.

**Tops:**
- **Polo shirts:** Plain, solid colored short or long sleeve with School LOGO at the left chest. Individual Parents/Guardians will choose their color of preference.
- **Sweatshirts and Sweaters:** Navy; pullover or zippered style; LOGO at the left chest.

**Gym wear (optional for gym or movement days):**
- **Top** – White, green, orange or blue plain colored t-shirt and burgundy sweatshirt with School LOGO on left chest.
- **Bottom** – Burgundy sweatpants/shorts with school LOGO on the left leg.

Patches with the School LOGO are available for purchase in the school office. Accommodations will be made for families experiencing financial hardship. If a family chooses to seek an exemption from the mandatory School Uniform Policy, they must contact the administration in order to proceed with the Exemption Application Procedure.
Response D(2)d – Assurances

Through the submission of its Application for Renewal, Academy of the City Charter School hereby assures the following:

1. Exterior signage identifying the charter school is in place at each facility utilized by the school.
2. Appropriate exit signage and/or fire evacuation maps are in place in each room occupied or utilized by the school.
3. Fire extinguishers on all floors occupied by the school have been inspected by duly qualified personnel within the past calendar year or as required by applicable law.
4. All electrical rooms, mechanical rooms, breaker or fuse boxes or other hazardous areas off limits to students are locked except when access is required by authorized personnel.
5. Required state and federal employment laws are posted in an area that staff can readily access/review them.
6. All student records (academic, IEP, health, etc.) are stored in lockable storage containers or password protected electronic storage systems.
7. Each student record file contains a FERPA Access Log to indicate who has accessed the file. (See the FERPA guidance at http://www.newyorkcharters.org/schoolsCompliOverview.htm for more information).
8. The school maintains a list of staff who have access to files.
9. The school maintains a FERPA list of what records are typically found in a student file.
10. Copies of student IEP’s have been distributed to classroom teachers and are stored in lockable storage containers or password protected electronic storage systems.
11. The education corporation has implemented a fingerprint/Livescan policy consistent with Institute policy (which requires that at least two staff members verify the clearance of each new employee/contractor hired by the education corporation prior to employment) (available at http://www.newyorkcharters.org/schoolsCompliOverview.htm); and all cafeteria, maintenance and transportation personnel regardless of whether employed by the education corporation are covered by the policy.
12. A copy of the school’s complaint policy is on file in the school office and accessible to parents.
13. The school’s Freedom of Information Law (FOIL) notice is posted in the school office or another location accessible to parents and staff. (See the FOIL guidance at http://www.newyorkcharters.org/schoolsCompliOverview.htm for more information).
14. The school maintains a category list of records held by the school.
15. The school maintains a list of employees, their work stations, titles and salaries.
16. The school’s website contains required FOIL information.
17. The education corporation provides a media notice regarding each board meeting in accordance with the Open Meetings Law.
18. The education corporation posts information regarding board meetings on its website in accordance with the Open Meetings Law.
19. The education corporation distributes its Code of Ethics to all new employees, officers and trustees in accordance with the General Municipal Law.
20. The education corporation is not in material default of any bond, loan or other financial agreements.
21. The school maintains an inventory of school property in accordance with the education corporation’s inventory policy.
Board Chair Name: Nancy R. Sills
Board Chair Signature: [Signature]
Date: 1/10/15

School Leader Name: Richard Lee
School Leader Signature: [Signature]
Date: 1/10/15
ACADEMY OF THE CITY
CHARTER SCHOOL

FINANCIAL STATEMENTS
AND AUDITOR'S REPORTS

JUNE 30, 2014 AND 2013
ACADEMY OF THE CITY CHARTER SCHOOL

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and Supplementary Information

Board of Trustees
Academy of the City Charter School

Report on the Financial Statements

We have audited the accompanying financial statements of Academy of the City Charter School, which comprise the balance sheet as of June 30, 2014 and 2013, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements.

Management’s Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.
An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity’s internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Academy of the City Charter School as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

**Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The information included in Schedule 1 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.
Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated September 24, 2014 on our consideration of Academy of the City Charter School’s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Academy of the City Charter School’s internal control over financial reporting and compliance.

September 24, 2014
## ACADEMY OF THE CITY CHARTER SCHOOL

### EXHIBIT A

### BALANCE SHEET

**JUNE 30, 2014 AND 2013**

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$367,128</td>
<td>$19,334</td>
</tr>
<tr>
<td>Grants and contracts receivable</td>
<td>4,189</td>
<td>157,932</td>
</tr>
<tr>
<td>Accounts receivable - net (Note 3)</td>
<td>4,859</td>
<td>86,000</td>
</tr>
<tr>
<td>Security deposits</td>
<td>96,000</td>
<td>47,727</td>
</tr>
<tr>
<td>Prepaid expenses and other receivables</td>
<td>106,253</td>
<td>47,727</td>
</tr>
<tr>
<td>Total current assets</td>
<td>568,429</td>
<td>320,993</td>
</tr>
<tr>
<td>Cash - reserve (Note 2)</td>
<td>75,247</td>
<td>50,000</td>
</tr>
<tr>
<td>Fixed assets - net (Note 4)</td>
<td>478,967</td>
<td>189,818</td>
</tr>
<tr>
<td>Total assets</td>
<td>$1,122,643</td>
<td>$560,811</td>
</tr>
<tr>
<td><strong>LIABILITIES AND NET ASSETS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>$80,376</td>
<td>$122,314</td>
</tr>
<tr>
<td>Accrued salaries and related liabilities</td>
<td>338,367</td>
<td>194,690</td>
</tr>
<tr>
<td>Loan payable (Note 5)</td>
<td>3,125</td>
<td>14</td>
</tr>
<tr>
<td>Refundable advances</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total current liabilities</td>
<td>418,743</td>
<td>320,143</td>
</tr>
<tr>
<td>Deferred rent</td>
<td>349,227</td>
<td></td>
</tr>
<tr>
<td>Total liabilities</td>
<td>767,970</td>
<td>320,143</td>
</tr>
<tr>
<td>Net assets (Exhibit B)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unrestricted</td>
<td>$354,673</td>
<td>$240,668</td>
</tr>
<tr>
<td>Total liabilities and net assets</td>
<td>$1,122,643</td>
<td>$560,811</td>
</tr>
</tbody>
</table>

See independent auditor's report.

The accompanying notes are an integral part of these statements.
ACADEMY OF THE CITY CHARTER SCHOOL
STATEMENT OF ACTIVITIES
YEARS ENDED JUNE 30, 2014 AND 2013

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating revenues and other support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>State and local per-pupil operating revenues</td>
<td>$3,890,072</td>
<td>$2,142,097</td>
</tr>
<tr>
<td>Government grants and contracts</td>
<td>270,836</td>
<td>415,954</td>
</tr>
<tr>
<td>Auxiliary program revenues</td>
<td>54,293</td>
<td>7,962</td>
</tr>
<tr>
<td>Contributions</td>
<td>20,304</td>
<td>24,791</td>
</tr>
<tr>
<td>In-kind contribution (Note 6)</td>
<td></td>
<td>220,000</td>
</tr>
<tr>
<td>Miscellaneous income</td>
<td>3,153</td>
<td></td>
</tr>
<tr>
<td><strong>Total operating revenues and other support</strong></td>
<td><strong>4,238,658</strong></td>
<td><strong>2,810,804</strong></td>
</tr>
</tbody>
</table>

| Expenses (Schedule 1)                            |                 |                 |
| Program services                                 |                 |                 |
| Education                                        | 2,548,187       | 1,719,623       |
| Special education                                | 482,558         | 242,787         |
| **Total program services**                       | **3,030,745**   | **1,962,410**   |

| Supporting services                              |                 |                 |
| Management and general                           | 1,079,252       | 654,301         |
| Fund raising                                     | 14,656          | 15,000          |
| **Total supporting services**                    | **1,093,908**   | **669,301**     |
| **Total expenses**                               | **4,124,653**   | **2,631,711**   |

| Change in unrestricted net assets (Exhibit C)    | 114,005         | 179,093         |
| **Net assets, unrestricted - beginning of year** | **240,668**     | **61,575**      |
| **Net assets, unrestricted - end of year (Exhibit A)** | **$354,673** | **$240,668** |

See independent auditor's report.

The accompanying notes are an integral part of these statements.
ACADEMY OF THE CITY CHARTER SCHOOL

STATEMENT OF CASH FLOWS

YEARS ENDED JUNE 30, 2014 AND 2013

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash flows from operating activities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change in net assets (Exhibit B)</td>
<td>$114,005</td>
<td>$179,093</td>
</tr>
<tr>
<td>Adjustments to reconcile change in net assets to net cash provided by operating activities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Depreciation</td>
<td>71,028</td>
<td>29,855</td>
</tr>
<tr>
<td>Decrease (increase) in assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants and contracts receivable</td>
<td>153,743</td>
<td>(45,218)</td>
</tr>
<tr>
<td>Accounts receivable</td>
<td>(4,859)</td>
<td></td>
</tr>
<tr>
<td>Security deposits</td>
<td>10,000</td>
<td>(86,000)</td>
</tr>
<tr>
<td>Prepaid expenses and other receivables</td>
<td>(58,526)</td>
<td>(47,727)</td>
</tr>
<tr>
<td>Increase (decrease) in liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounts payable and accrued expenses</td>
<td>(41,938)</td>
<td>83,419</td>
</tr>
<tr>
<td>Accrued salaries and related liabilities</td>
<td>143,677</td>
<td>67,947</td>
</tr>
<tr>
<td>Refundable advances</td>
<td>(14)</td>
<td>(18,314)</td>
</tr>
<tr>
<td>Deferred rent</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Net cash provided by operating activities</strong></td>
<td>736,343</td>
<td>163,055</td>
</tr>
</tbody>
</table>

| **Cash flows from investing activities** |           |           |
| Fixed asset acquisitions       | (360,177) | (141,735) |
| Cash - deposits in escrow      | (25,247)  | (50,000)  |
| **Net cash used by investing activities** | (385,424) | (191,735) |

| **Cash flows from financing activities** |           |           |
| Principal payments on loans     | (3,125)   | (7,500)   |

| **Net change in cash** | 347,794 | (36,180) |
| **Cash - beginning of year** | 19,334  | 55,514   |
| **Cash - end of year**     | $367,128 | $19,334  |

See independent auditor's report.

The accompanying notes are an integral part of these statements.
NOTE 1 - NATURE OF ORGANIZATION

Academy of the City Charter School (AoC) is an educational corporation that operates as a charter school in the borough of Queens, New York City. On December 14, 2010, the Board of Regents and the Board of Trustees of the University of the State of New York, for and on behalf of the State Education Department, granted AoC a charter valid for a term of 5 years and renewable upon expiration. The school was granted a charter from K-5. AoC was organized to increase learning opportunities for students through innovative educational programs and to enable parents to be more involved in their children’s education. During fiscal year 2014, AoC operated classes for 276 students in grades K-3.

Academy of the City Charter School is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. AoC is supported primarily by state and local per-pupil operating revenues.

The school was originally incorporated as Our World Neighborhood Charter School II. On November 29, 2011, the school’s name was legally changed to Academy of the City Charter School.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting - The financial statements are prepared on the accrual basis of accounting.

Use of estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash - reserve - As part of AoC’s charter agreement, AoC agreed to establish a long-term reserve account to pay for legal and audit expenses that would be associated with a dissolution should it occur.

Accounts receivable - Accounts receivable consists of unpaid afterschool program balances and other charges earned but not yet received. Receivables are presented net of allowances for doubtful accounts. Interest is not accrued or recorded on outstanding receivables.

-continued-
NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Allowance for doubtful accounts - Bad debt expense is charged if a receivable is determined to be uncollectible based on periodic review by management. Factors used to determine whether an allowance should be recorded include the age of the receivable and a review of payments subsequent to year end. Allowance for doubtful accounts as of June 30, 2014 is $20,000.

Fixed assets - Fixed assets are recorded at cost. Items with a cost of $1,000 and an estimated useful life of more than one year are capitalized. Depreciation is provided on the straight-line basis over the estimated useful lives of assets. Leasehold improvements are amortized over the term of the lease.

Refundable advances - Refundable advances are monies owed to New York City Department of Education when payments received exceed the per-pupil revenue.

Unrestricted net assets - Unrestricted net assets include funds having no restrictions as to use or purpose imposed by donors.

State and local per-pupil revenues - Revenues from the state and local governments resulting from AoC’s charter status and based on the number of students enrolled are recorded when services are performed in accordance with the charter agreement. These grants are recorded as revenue by AoC when services are rendered.

Grants and contracts revenue and receivables - Revenues from government grants and contracts to which AoC is entitled are recognized mostly on student enrollment. Some grants are provided for specific educational endeavors which are not based on student enrollment and are recorded when related expenditures are incurred by AoC. Receivables are recorded when the revenue is earned.

Auxiliary program revenue - Auxiliary program revenues are revenues from afterschool program and food services, which are recognized on the accrual basis. Students are billed in advance of services rendered, and revenues are recognized as earned.

Contributions - Unconditional contributions, including promises to give cash and other assets, are reported at fair value at the date the contribution is received. All contributions are considered to be available for unrestricted use unless specifically restricted by donors.

Deferred rent - Operating leases are straight-lined over the term of the lease. Deferred rent has been recorded for the difference between the fixed payment and the rent expense.

-continued-
NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional allocation of expenses - The costs of providing AoC's programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Uncertainty in income taxes - AoC has determined that there are no material uncertain tax positions that require recognition or disclosure in the financial statements. Periods ending June 30, 2011 and subsequent remain subject to examination by applicable taxing authorities.

Subsequent events - Subsequent events have been evaluated through September 24, 2014, which is the date the financial statements were available to be issued.

NOTE 3 - ACCOUNTS RECEIVABLE

Accounts receivable for the year ended June 30, 2014 was as follows:

Accounts receivable - current $ 24,859
Allowance for doubtful accounts (20,000)

Accounts receivable - net $ 4,859

NOTE 4 - FIXED ASSETS

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>Useful Lives</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture and fixtures</td>
<td>$107,805</td>
<td>$35,787</td>
<td>3-5 years</td>
</tr>
<tr>
<td>Equipment</td>
<td>142,070</td>
<td>94,166</td>
<td>3-5 years</td>
</tr>
<tr>
<td>Leasehold improvements</td>
<td>341,802</td>
<td></td>
<td>22 years</td>
</tr>
<tr>
<td>Construction in progress</td>
<td>6,500</td>
<td>108,047</td>
<td></td>
</tr>
<tr>
<td></td>
<td>598,177</td>
<td>238,000</td>
<td></td>
</tr>
<tr>
<td>Accumulated depreciation</td>
<td>(119,210)</td>
<td>(48,182)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$ 478,967</td>
<td>$ 189,818</td>
<td></td>
</tr>
</tbody>
</table>
NOTE 5 - LOAN PAYABLE

On March 7, 2011, AoC entered into an unsecured loan for $15,000. Interest on the loan is at 2% per annum. The loan was repaid in January 1, 2014.

In February 2014, AoC entered into a revolving line of credit agreement with Raza Development Fund, Inc. authorizing AoC to access a maximum of $150,000 for which the proceeds would be used to provide short-term working capital. The effective interest rate is 7%. The loan is secured by eligible accounts receivable. As of June 30, 2014, there was no outstanding balance. The line of credit expires annually with an option to renew.

NOTE 6 - IN-KIND CONTRIBUTIONS

AoC received in-kind rent valued at $220,000 for the year ended June 30, 2013.

NOTE 7 - LEASE COMMITMENT

AoC had a sublease agreement with The Voice Charter School of New York. During this term, AoC was not required to make any payments. As of June 30, 2013, there was an in-kind contribution of $220,000, the fair market value of the annual rent. The term of the sublease expired on June 30, 2013.

On May 20, 2013, AoC entered into a new lease with the Roman Catholic Church of Corpus Christi for a new location located in Woodside, NY. The lease commenced on July 1, 2013 and will expire on June 30, 2035.

The future minimum lease payments as of June 30, 2014 are:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>$626,912</td>
</tr>
<tr>
<td>2016</td>
<td>740,896</td>
</tr>
<tr>
<td>2017</td>
<td>740,896</td>
</tr>
<tr>
<td>2018</td>
<td>740,896</td>
</tr>
<tr>
<td>2019</td>
<td>814,986</td>
</tr>
<tr>
<td>Thereafter</td>
<td>14,881,963</td>
</tr>
</tbody>
</table>

$18,546,549

Rent expense for the years ended June 30, 2014 and 2013 was $868,429 and $220,000, respectively.

-continued-
NOTE 8 - CONTINGENCIES AND CONCENTRATIONS

Certain grants and contracts may be subject to audit by the funding sources. Such audits might result in disallowances of costs submitted for reimbursement. Management is of the opinion that such cost disallowances, if any, will not have a material effect on the accompanying financial statements. Accordingly, no amounts have been provided in the accompanying financial statements for such potential claims.

A significant portion of AoC’s operating revenue is paid by New York City Department of Education.

NOTE 9 - RELATED-PARTY TRANSACTION

AoC entered into an agreement with a not-for-profit organization (The Open School Project) employing a member of the board of AoC. The Open School Project’s Board of Directors consists of five members, three of which are related to AoC by common board service, one of whom is the executive director of The Open School Project. The agreement is for supporting services including marketing, facility relocation search and advocacy. AoC paid The Open School Project $145,383 in 2014 and $150,000 in 2013.
### Schedule 1

**Schedule of Functional Expenses**

*Year ended June 30, 2014*

<table>
<thead>
<tr>
<th>Personnel service costs</th>
<th>Program Services</th>
<th>Supporting Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>No. of Positions</td>
<td>Education</td>
</tr>
<tr>
<td>Administrative staff personnel</td>
<td>5</td>
<td>$138,920</td>
</tr>
<tr>
<td>Instructional personnel</td>
<td>27</td>
<td>1,111,936</td>
</tr>
<tr>
<td>Noninstructional personnel</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

| Salaries | 1,250,856 | 249,119 | 1,499,975 | 417,315 | 417,315 | 1,917,290 |

| Payroll taxes and employee benefits | 280,601 | 56,120 | 336,721 | 94,973 | 94,973 | 431,694 |
| Occupancy | 599,734 | 119,947 | 719,681 | 202,986 | 202,986 | 922,667 |
| Contracted services | 87,154 | 7,738 | 94,892 | 138,358 | 14,656 | 153,014 | 247,906 |
| Supplies and equipment | 41,868 | 8,374 | 50,242 | 14,171 | 14,171 | 64,413 |
| Repairs and maintenance | 77,810 | 15,562 | 93,372 | 26,336 | 26,336 | 119,708 |
| Professional fees | | | 95,643 | 95,643 | 95,643 |
| Classroom supplies and textbooks | 76,534 | 6,655 | 83,189 | | | 83,189 |
| Insurance | | | 32,972 | 32,972 | 32,972 | 10,792 |
| Student and staff recruitment | 6,309 | 549 | 6,858 | 3,934 | 3,934 | 10,792 |
| Telephone | 16,078 | 3,216 | 19,294 | 5,441 | 5,441 | 24,735 |
| Staff travel | 3,571 | 310 | 3,881 | 226 | 226 | 4,107 |
| Student field trips | 32,434 | 2,820 | 35,254 | | | 35,254 |
| Food services | 14,411 | 1,253 | 15,664 | | | 15,664 |
| Board and staff development | 11,253 | 979 | 12,232 | 10,119 | 10,119 | 20,231 |
| Depreciation | 46,168 | 9,234 | 55,402 | 15,626 | 15,626 | 71,028 |
| Bad debt | | | 20,000 | 20,000 | 20,000 |
| Miscellaneous expenses | 3,406 | 682 | 4,088 | 1,152 | 1,152 | 5,240 |

Total expenses (Exhibit B) | $2,548,187 | $482,558 | $3,030,745 | $1,079,252 | $14,656 | $1,093,908 | $4,124,653 |

See independent auditor’s report.
Report on Internal Control Over Financial Reporting
and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed
in Accordance with Government Auditing Standards

Independent Auditor’s Report

Board of Trustees
Academy of the City Charter School

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Academy of the City Charter School, which comprise the balance sheet as of June 30, 2014 and 2013, and the related statements of activities, and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated September 24, 2014.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Academy of the City Charter School’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Academy of the City Charter School’s internal control. Accordingly, we do not express an opinion on the effectiveness of Academy of the City Charter School’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified. We did identify a certain deficiency in internal control, as described in the accompanying schedule of findings and questioned costs as item 2014-01 that we consider to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Academy of the City Charter School’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

Academy of the City Charter School’s Response to Findings

Academy of the City Charter School’s response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. AoC’s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

September 24, 2014
ACADEMY OF THE CITY CHARTER SCHOOL
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2014

Financial Statement Findings

2014-01 Collection and Receipt of Cash for school-related sales activities

Criteria
AoC's accounting manual states that all incoming cash received from parents and others for activities such as school lunches, after school dues, the purchase of uniforms for students, etc. should follow the following procedures:

The Director of Operations is designated to receive cash.

Cash is to be kept in a locked cash box, which is secured in a locked cabinet when not in the immediate possession of the Director of Operations.

- Pre-numbered cash receipts are to be filled in triplicate: one copy for payee, one for staff receiving cash and one for fiscal department.
- Cash is logged on a daily basis in a Cash Receipts Log. The log is totaled, printed and signed by the collector. The collector keeps a copy of the log for him/herself and places the original in the cash box.

Condition/Context
We noted that these procedures were not being followed. The receptionist was accepting cash receipts on behalf of the fiscal department. The cash was not secured in a locked cash box overnight, and the director of operations was not investigating missing sequences in the pre-numbered cash receipts.

Effect
As a result, approximately $14,000 of cash receipts were misappropriated in 2014.

Cause
Management changed the procedures without proper authorization.

Recommendation
We recommend that the school follow their manual for all business practices. We also recommend that the school consider not accepting cash payments and revert to only accepting checks and credit card payments.

View of Responsible Officials and Planned Corrective Actions
See corrective action plan.
Corrective Action Plan

2014-001

Management agrees with the finding.

Fiscal year 2014 was the first year that the school began operating its afterschool program directly and thus received substantial payments from parents in the form of checks, credit card transactions and cash. Various control procedures were established by the organization relating to the handling of cash. However, these were not communicated sufficiently clearly to the staff and our follow up was poor, resulting in the loss.

Fortunately, the school has recovered $15,814 by filing a claim under our insurance policy.

The Board has responded to the loss in a comprehensive way, including the institution of the following procedures relating to receiving and processing monies:

1) All cash and checks are removed daily from the front office except $200 float. This is handled by the Principal, Assistant Principal, or Director of Operations. A sign off sheet for the morning and evening will be contained in the money box.
2) Cash/checks are placed in the safe at the end of the day by one of the above people (only staff who have the combination to the safe).
3) No cash is accepted for Afterschool (only credit card, check or money order).
4) Weekly deposits of all monies except organized by the bookkeeper or Director of Operations except the $200 float.
5) Weekly deposits matched up with yellow receipts by the bookkeeper to account for every transaction and any discrepancies noted to Principal and Accountant.
6) Monthly check for all yellow and pink receipts to insure that all money is accounted for.
7) The After School Coordinator will only give monies collected to the Principal or Director of Operations.
Response D(3)a – Financial Statement

Academy of the City has strong financial practices that have ensured that the school is fiscally sound and following procedures and practices that are aligned with best practices. The school has never been put on a corrective action plan.

Consistent with previous years, AoC’s most recent financial statement and audit found that the school is financially sound and that its reporting is accurate. At this time, the most recently available audit is for the 2013-14 school year, which is attached as Response D(3)a – Audit.

The 2013-14 audit did include a management letter noting what the auditors identified as a significant deficiency with the school’s internal controls, specifically those pertaining to the handling of cash (see pages 15-18 of Response D(3)a – Audit), which had resulted in the misappropriation of approximately $14,000 in cash.

In response to this incident, the school has made significant changes to its fiscal policies and procedures, which should prevent any future misappropriation of funds. See page 18 of Response D(3)a – Audit for the school’s immediate response to the situation, as well as Response D(3)b – Fiscal Policies and Procedures for the school’s amended fiscal policies and procedures.
Academy of the City Charter School

Fiscal Policies and Procedures
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**Appendices to Fiscal Policies and Procedures Manual**  
A. **Sample Agreements**
CHAPTER 1. Introduction

*Academy of the City (AoC)* is committed to developing and maintaining fiscal policies and procedures that ensure sound internal controls, fiscal responsibility and accountability in accordance with Generally Accepted Accounting Principles (GAAP), and adherence to the Financial Accounting Standards Board (FASB) rules and regulations. As a not-for-profit organization, *AoC* is entrusted with funds granted by government agencies, private foundations and individual contributors and must adhere to the highest of standards of accounting.

**Internal Control Systems**

The internal control structure consists of policies and procedures that have been established to achieve *AoC’s* objectives. More specifically, the control structure represents those policies and procedures that affect the organization's ability to process, record, summarize, and report financial information. This structure is established and maintained to reduce the potential unauthorized use of *AoC’s* assets or misstatement of account balances.

The internal control structure is composed of the following basic elements: (1) the control environment; (2) the accounting system; (3) control procedures; and (4) the accounting cycle.

1. **The Control Environment**

The control environment reflects the importance *AoC* places on internal controls as part of its day-to-day activities. Factors that influence the control environment can include management and Board philosophy, organizational structure, ways of assigning authority and responsibility, methods of management and control, personnel policies and practices, protection of informants of improper activities, and external influences such as significant funder expectations.

2. **The Accounting System**

The accounting system comprises the methods, accounting software, and records used to identify, assemble, classify, record, and report accounting transactions. At a minimum, it is set up to:

- Identify and record all of *AoC* transactions;
- Describe the transactions in enough detail to allow classification for financial reporting; and
- Indicate the time period in which transactions occurred in order to record them in the proper accounting period.

3. **Control Procedures**

Control procedures are the procedures set up to strengthen *AoC’s* internal control structure and thus safeguard the agency assets. They are divided into the following:

- **Segregation of Duties:** No one person should control all the key aspects of a transaction or event, and the functions performed by one person may be checked by the functions performed by the other.
In general, the **transaction approval function**, the **accounting/reconciliation function** and the **asset custody function** should be separated among employees whenever possible.

When these functions are not or cannot be separated, then a **detailed supervisory review** of related activities should be undertaken by managers or officials as a **compensatory control**.

- **Restricted Access**: Physical access to valuable and movable assets is restricted to authorized personnel. Systems access to make changes in accounting records is restricted to authorized personnel.

- **Document Control**: To ensure that all documents are captured by the accounting system, all documents must be pre-numbered and the sequence for documents must be accounted for. To ensure compliance with the Sarbanes-Oxley Act’s provision to prevent destruction of litigation-related documents, AoC has adopted policies and procedures for document retention.

- **Processing Control**: This is designed to catch errors before they are posted to the general ledger. Common processing controls are the following: batch controls; source document matching; clerical accuracy of documents; and general ledger account code checking.

- **Reconciliation Controls**: These are designed to catch errors after transactions have been posted to the general ledger, including reconciling selected general ledger control accounts to subsidiary ledgers.

4. **The Accounting Cycle**

The overall purpose of an accounting system is to accurately process, record, summarize, and report transactions of AoC.

The component accounting cycles fall into one of four primary functions:

1. Revenue, accounts receivable, and cash receipts
2. Purchases, accounts payable, and cash disbursements.
3. Payroll
4. General Ledger and Financial Statements

5. **External Regulation and Review of Internal Controls**

Sarbanes-Oxley Act

The American Competitiveness and Corporate Accountability Act of 2002, also known as the Sarbanes-Oxley Act, was passed in response to the corporate accounting scandals that took place in 2001 and 2002. According to the law, publicly traded companies must now adhere to new governance standards that give board members a greater oversight role regarding financial transactions and auditing procedures. Although most of the provisions of the act apply only to publicly traded corporations, two provisions of the law apply to not-for-profit organizations including provisions for whistleblowers and document retention.
**Whistleblower:** Section 1107 of the act, Retaliation Against Informants, applies to all entities, public or private. It states that it is illegal to retaliate against a "whistleblower." The Sarbanes-Oxley Act does not require organizations to have a whistleblower policy; however, it is in an organization's best interest to do so. AoC has adopted a whistleblower policy that provides clear procedures for handling whistleblower complaints.

**Document Retention:** The Sarbanes-Oxley Act also addresses the destruction of litigation-related documents. The law makes it a crime to alter, cover up, falsify, or destroy any document (or persuade someone else to do so) to prevent its use in an official proceeding. Like their for-profit counterparts, not-for-profits need to maintain appropriate records about their operations. AoC has adopted a written, mandatory document retention policy.

**Auditing Standards for Reporting on Internal Controls - SAS 112**

Beginning December 15, 2006, new auditing standards increase the level of reporting required by external auditors on an organization's internal controls. Auditors are now required to issue a report rating Control Deficiencies, Significant Deficiencies and Material Weaknesses, and incorporate a management Action Plan to address the auditor's observations. In addition, classifications of serious deficiencies have been broadened such that conditions not previously reportable are now required to be reported in writing, not only to management, but also to the Board. Auditors must increase their inquiry and testing of controls in high risk areas including:

- Procurement and contracting
- Cash disbursements and expenditures
- Payroll and personnel
- Fixed assets, equipment and inventories
- Revenue – especially school enrollment records and lunch programs
- Fiscal oversight of the Board of Trustees

**6. Charter Schools - Oversight of Fiscal Soundness and Internal Controls**

The New York Charter Schools Act of 1998 authorized the creation of charter schools in New York State. Charter schools are public schools that operate independently and autonomously of local school districts. Charter schools offer public school choice to their communities with the goal of improving student achievement, particularly for children at-risk of academic failure.

The Charter authorizers (SED, SUNY, NYC-DOE) jointly with the Board of Regents, are required to provide oversight sufficient to ensure that schools are in compliance with applicable law and the terms of its charter. The authorizers' oversight includes approval of renewal of AoC's charter.

**Charter Date:** AoC received its charter on December 14, 2010 from The University of the State of New York (SUNY).

**Authorizer:** The State University of the State of New York (SUNY) is AoC's authorizer.

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Final Version /August 2015
Charter Renewals

Charters are time limited. The State Board of Regents may grant charters for five years. Prior to the expiration of their charters, schools must apply for renewal. If renewal is not granted, the charter expires and AoC may no longer operate as a charter school. Charters may be renewed, upon application, for up to five years.

Renewal: AoC’s current renewal expires on December 13th 2015.

Benchmarks for Fiscal Soundness

Applications for renewal are submitted to AoC’s authorizer and the Board of Regents. In the renewal application AoC must be able to demonstrate fiscal soundness. Fiscal soundness is certified by meeting a set of fiscal benchmarks for 1) board oversight; 2) budgeting and long range planning; 3) internal controls; 4) financial reporting; and 5) financial condition. AoC’s adherence to each benchmark must be addressed in the renewal application.

1. Board Oversight

The board has provided effective financial oversight, including having made financial decisions that furthered AoC’s mission, program and goals.

2. Budgeting and Long Range Planning

AoC has operated pursuant to a long-range financial plan. AoC has created realistic budgets that are monitored and adjusted when appropriate. Actual expenses have been equal to or less than actual revenue with no material exceptions.

Elements that should generally be present, and which the charter authorizer, SUNY, looks for, include:

- Clear budgetary objectives and budget preparation procedures;
- The budget process starts early and input from board members, school administration and staff is solicited and considered in developing the budget;
- AoC’s long-range fiscal plan is compared frequently to actual progress and adjusted to meet changing conditions; and
- Budget variances are analyzed routinely and material variances are discussed and addressed at the board level including any necessary budget revisions.

3. Internal Controls

AoC has maintained appropriate internal controls to detect and prevent loss of school assets. Transactions have been accurately recorded and appropriately documented in accordance with management’s direction and laws, regulations, grants and contracts. Assets have been and are safeguarded. Any deficiencies or audit findings have been corrected in a timely manner. If findings are serious, the Board is strongly recommended to adopt a corrective action plan and submit to the Charter authorizer, SUNY upon request.

Elements that are generally present, and which the charter authorizer looks for, include:

- AoC follows a set of comprehensive written fiscal policies and procedures;
- AoC safeguards its assets;
- AoC identifies and analyzes risks and takes actions to mitigate such risks;
AoC has controls in place to ensure that management decisions are properly carried out;
AoC monitors and accesses controls to ensure their adequacy;
AoC's board members and employees adhere to a code of ethics;
AoC makes purchasing decisions that consider price, quality and dependability and makes purchasing selections with the intention of maintaining a top-quality school;
AoC ensures duties are appropriately segregated, or institutes compensating controls;
AoC ensures that employees performing financial functions are appropriately qualified and adequately trained;
AoC has systems in place to provide the appropriate information needed by staff and board to make sound financial decision and to fulfill compliance requirements;
A staff member of AoC reviews grant agreements and monitors compliance with all stated conditions;
AoC prepares payroll according to appropriate state and federal regulations and school policy;
AoC ensures that employees, board members and volunteers who handle cash and investments are bonded to help assure that safeguarding of assets; and
AoC takes corrective action in a timely manner to address any internal control or compliance deficiencies identified by its external auditors, State Department of Education, or the Charter authorizer SUNY if needed.

4. Financial Reporting
AoC has complied with financial reporting requirements. AoC has provided the charter authorizer SUNY and the State Education Department with required financial reports on time, and such reports have been complete and have followed generally accepted accounting principles.
The following reports will have generally been filed in a timely, accurate and complete manner:
- Annual financial statement of audit reports, including federal Single Audit (A-133) if applicable;
- Annual budgets and cash flow statements;
- Un-audited quarterly reports of income and expense;
- Bi-monthly enrollment reports to the district and State Education Department; and
- Grant expenditure reports.

5. Financial Condition
AoC is committed to maintaining adequate financial resources to ensure stable operations and has monitored and successfully managed cash flow. Critical financial needs of AoC are not dependent on variable income (grants, donations and fundraising).
Elements of sound financial condition, which the charter authorizer SUNY will look for, include:
• AoC maintains sufficient cash on hand to pay current bills and those that are due shortly; or maintains a Current Ratio (Current Assets / Current Liabilities) of 2.0 or greater.

• Additional financial ratio goals include:
  o Debt to Asset ratio of less than or equal to 1.0.
  o Total program to educational services ratio over 70%.
  o AoC prepares and monitors cash flow projections.

• AoC accumulates unrestricted net assets that are equal to or exceed two percent of AoC’s operating budget for the upcoming year.

Fiscal Organization and Other Matters

Financial Team

The fiscal management of AoC involves the following positions:

• Board of Trustees, Finance Committee and Treasurer.
• Principal
• CFO
• Bookkeeper
• Director of Operations
• Administrative Assistant

Segregation of duties is achieved by separating financial functions between staff, including the utilization of non-financial staff (e.g. Administrative Assistant/Receptionist) for receipt of mail and goods; and review, oversight and authorization levels assigned to the CFO, Principal and/or Board. In addition the CFO regularly monitors the assignment of financial duties and responsibilities for their impact on segregation of duties.

If AoC contracts with a fiscal outsourcing firm or other firm for outsourced fiscal and administrative management services, a representative should be part of the team.
Fiscal Year

AoC’s fiscal year is July 1 through June 30.

Accrual Accounting

AoC uses the accrual basis of accounting when preparing its financial statements. Unlike cash accounting, which records revenue and expenses when they enter or leave the organization’s cash accounts, accrual accounting utilizes the concept of matching, to match revenues and expenses to the time period for which they were utilized.

Board’s Oversight Role

The day-to-day fiscal responsibilities of AoC are assigned to its fiscal staff. However, ultimate responsibility for the overall management of the organization rests with the Board of Trustees. The Board Treasurer serves as the key financial contact. Accounting and auditing standards also require the establishment of a Finance & Audit Committee to assure AoC’s financial health and compliance. See the Chapter on Governance later in this manual.
CHAPTER 2. Revenue, Accounts Receivable, and Cash Receipts

2.1 CASH RECEIPTS AND BANK DEPOSITS

INTERNAL CONTROL OBJECTIVES

Cash Receipts

☐ Cash receipts are recorded correctly as to account, amount, and period and are deposited promptly intact.
☐ Cash receipts are applied properly to donor/grantor balances.
☐ Cash balance records are reconciled regularly to bank statements and differences are investigated.

Policies & Controls

2.1.1 All cash receipts are received, photocopied, and restrictively endorsed on a timely basis by staff that has no role in the recording or processing of cash receipts. Receipts are accurately processed and recorded.

2.1.2 The school will maintain daily attendance records for all students, maintain documentation of attendance as required, and submit all required reports to the Department of Education (DOE) on a timely basis.

Agency Procedures to Implement These Policies

2.1.1 All cash receipts are received, photocopied, and restrictively endorsed on a timely basis by staff that has no role in the recording or processing of cash receipts. Receipts are accurately processed and recorded.

Opening the mail

All mail is directed to the Administrative Assistant who has no role or involvement in the cash receipts or processing function. The Administrative Assistant opens all mail, segregates checks and immediately forwards to Director of Operations who restrictively endorses each check. The restrictive endorsement should include:

1. “Academy of the City Charter School”
2. Bank name
3. AoC bank account number
4. “For Deposit Only”

The Director of Operations makes one copy of the checks and supporting documentation and is provided to the bookkeeper.
Preparing the bank deposit
The Director of Operations prepares a deposit ticket for each account for which checks are received. The deposits are numbered for each bank account.

Making the deposit
The Director of Operations deposits checks as soon as possible. Checks that are not deposited on the day of receipt are kept in a locked cash box in a safe, access to which is limited to the Director of Operations, Principal and Assistant Principal. Daily cash receipts exceeding $500 must be deposited on the same day as receipt or as early as possible. The validated deposit ticket is given to the Bookkeeper.

Verifying the deposit
The Bookkeeper compares the bank-validated deposit ticket to the bank statement. The Bookkeeper brings any discrepancy that cannot be resolved to the attention of the CFO.

Recording receipts
The Bookkeeper codes the receipts using the Deposit Copy and records the deposit in the accounting software general journal by donor or funder and initials and dates the deposit package upon completion of data entry. The deposit ticket is stapled to the check copies and any supporting documentation and filed.

Collection and Receipts of Cash for school-related sales activities
1) All cash and checks are removed daily from the front office except $200 float. This is handled by the Principal, Assistant Principal or Director of Operations. A sign off sheet for the morning and evening will be contained in the money box.
2) Cash/checks are placed in the safe at the end of the day by one of the above people (only staff who have the combination to the safe).
3) No cash is accepted for Afterschool (only credit card, check or money order)
4) Weekly deposits of all monies except organized by the bookkeeper or Director of Operations except the $200 float.
5) Weekly deposits matched up with yellow receipts by the bookkeeper to account for every transaction and any discrepancies noted to Principal and Accountant.
6) Monthly check for all yellow and pink receipts to insure that all money is accounted for.
7) The After School Coordinator will only give monies collected to the Principal or Director of Operations.

Processing and recording electronic funds transfers and ACH payments
For receipts other than cash or checks (for example, electronic funds transfers (EFTs) and ACH payments including contract or grant payments), the reviews online bank activity on a weekly basis. When new transfers have come through, the Director of Operations notifies the Bookkeeper who records the receipt to the general ledger, and the CFO reviews coding.

Processing and recording Credit Card Receipts
**Currently AOC receives no funds from credit card receipts. At a time that the school begins to directly receive credit card payments this policy will become active.
Credit card receipts are received online, via AoC’s website. A fee is deducted for credit card processing from the donation, and the remaining balance of the donation is wired into the AoC bank account.

A listing of all credit card donations is generated by the credit card processing company. The Bookkeeper receives the list, enters donation information from the report into the fundraising record and forwards the list to the Bookkeeper, who reconciles the donation amounts listed on the credit card processing company’s report to the amounts wired to the bank account. The Bookkeeper then records the credit card donation to the general ledger. The CFO reviews such coding and information recorded on a monthly basis.

Maintaining Cash Receipts Documentation
Remittance batches, with their batch cover sheet, are filed in chronological order by month. AoC follows record retention policies satisfying local government and tax regulations.

Lunch Program Receipts
The Lunch Program at AoC is provided for its students in accordance with the City of New York Department of Education’s Free and Reduced Lunch Program. Under this program, students are eligible for free or reduced breakfasts and lunches. The process for the lunch program includes:

- Determination of eligibility for free or reduced lunches; and
- Daily count of students receiving breakfasts and lunches at AoC.

Determination of eligibility for free or reduced lunches
The Administrative Assistant annually distributes Financial Eligibility Forms to parents at the beginning of AoC term. Parents complete and return the forms to the staff in charge of the lunch program who sends the information regarding the parent’s eligibility for Free or Reduced lunches to the NYC Department of Education, which certifies eligibility.

Daily count of students receiving breakfasts and lunches
The Administrative Assistant count and record the names and number of students that are to receive lunches daily and deliver the logs to the staff in charge of the lunch program. The Administrative Assistant person completes a daily transmittal sheet indicating the number of lunches delivered.

AoC pays a small amount to the DOE for lunches that may be received by students who are ineligible for the free or reduced lunches.

In-kind Donations
Acceptance
Proposed donations of goods and services will be analyzed for usability in AoC’s internal operations and/or programs prior to acceptance. If the goods or services cannot be effectively utilized by AoC, they will be rejected, donated to another not-for-profit or otherwise discarded. These items will not be valued or recorded.

Proposed donations of space will similarly be evaluated for usability in AoC’s internal and Board activities and rejected if inappropriate or difficult to access.
Valuation

Goods. Donated goods for use in AoC’s programs, such as books and art supplies, without specifying any individual client beneficiary or small qualifying group, will be valued by the item or bag. The CFO, in consultation with the donor if appropriate or useful, will assign the value for each category of item or bag.

Other donated goods for use in AoC’s internal operations will be valued individually. These items include gifts of property such as materials, equipment, supplies, artwork and other personal property. The CFO, in conjunction with the donor where appropriate, will assign the appropriate value for these items.

Capital items for use in AoC’s internal operations and programs, such as furniture, computers, equipment and appliances will be valued by the CFO in conjunction with the donor, where appropriate.

Services. In order for donated services to be recognized, they must be services that:
- Enhance a non-monetary asset (such as property and equipment), and
- Require specialized knowledge or skills that would typically need to be purchased by the organization if they had not been provided by contribution, and are provided by individuals with those skills (such as doctors, lawyers, accountants, architects, contractors, teachers or other professionals).

These services will be valued at fair market value.

Space. The CFO is responsible for assigning a value based on the fair market value for major donations of high quality that AoC would have otherwise rented for a program or event.

Communication

The Principal must be notified of every donation of goods, services or space. Thank you letters must be sent and donor information recorded. When a value is placed on the donation, Finance staff is notified as well.

All donors will receive thank you letters. The value established by AoC of donated goods, services or space will not be provided to the donor, as it is the donor’s responsibility to establish the value in their own dealings with the Internal Revenue Service.

Recording

Goods, services and space provided to AoC that qualifies under the above criteria are recorded as contribution revenue. Items donated for fundraising purposes, such as a silent auction, will be recorded as contributions for the amount of the transfer price paid by the recipient of the item.

The corresponding use of the goods or services is recorded at the time the goods are distributed to clients or staff, or the services are accepted and utilized. They are coded to the appropriate accounts and cost centers at the time of their distribution or use. Any good that qualifies as a fixed asset is depreciated in accordance with the fixed asset depreciation policy.

Additional guidance on recognizing and substantiating in-kind contributions can be found in IRS Publication 1771. Additional guidance on determining the value of donated property can be found in IRS Publication 561. Both publications are online at www.irs.gov.
2.1.2 The school will maintain daily attendance records for all students, maintain documentation of attendance as required, and submit all required reports to the Department of Education (DOE) on a timely basis.

Maintaining Daily Attendance Records

Attendance is maintained in a spreadsheet from google docs for each student on a daily basis. The Administrative Assistant enters the attendance into the “Automate the Schools” (ATS) system.

Interim Reporting

Total students from the ATS report are reviewed with the FTE interim report by the Director of Operations on a bi-monthly basis. The completed FTE interim report is then reviewed by the Principal. A copy of the FTE interim report is retained by the Bookkeeper, attached to the bimonthly billing report created from vendor portal and filed.

Annual Reporting

A final reconciliation between the ATS and actual per-pupil fees received will be performed at year-end and submitted to the DOE using the required Charter School vendor portal. The Final Reconciliation invoice will be prepared, reviewed, submitted and filed following the same procedure as the bi-monthly interim reports.
2.2 REVENUE RECOGNITION AND ACCOUNTS RECEIVABLE

INTERNAL CONTROL OBJECTIVES

Revenues and Receivables

- Contracts and grants are properly billed and recorded in the general ledger and subsidiary records.
- Billings and revenues are recorded correctly as to account, net asset classification amount, and period.
- Recorded billings are for valid transactions.
- Where applicable, services provided or products shipped are billed and properly and promptly recorded in the general ledger and subsidiary records.
- Uncollectible accounts are promptly identified and provided for.
- Unpaid pledges and amounts receivable under grants or contracts are billed periodically and are only written off with proper approval.

Policies & Controls

2.2.1 Revenue is recorded on the accrual basis of accounting.

2.2.2 Revenue is classified in appropriate categories as established in Statement of Financial Accounting Standards No. 117, Financial Statements of Not-for-Profit Organizations.

Agency Procedures to Implement These Policies

2.2.1 Revenue is recorded on the accrual basis of accounting.

Pledges/grants receivable

In compliance with accounting principles, revenue is recognized when earned and when contributions are received or awarded on the accrual basis of accounting.

All grant letters, pledges and promises to give are forwarded by the Principal to the CFO upon receipt. CFO reviews the documentation and directs the Bookkeeper to record promises to give as receivable depending on the probability of receipt.

The Bookkeeper offsets receivable accounts with payments received. On a quarterly basis, the Bookkeeper forwards the accounts receivable aging report to the Principal to determine what, if any, steps are needed to collect or adjust the remaining receivables.

2.2.2 Revenue is classified in appropriate categories as established in Statement of Financial Accounting Standards No. 117, Financial Statements of Not-for-Profit Organizations.

Unrestricted Revenue
Donations from private donors and foundation awards for which purpose or timing of use has not been restricted by donors are recognized as unrestricted revenue upon receipt of the donation or upon receipt of a commitment to receive the donation, such as a letter or pledge from a donor.

Any fee-for-service revenue is recorded as unrestricted income as the services are provided.

Investment income in the form of interest, dividends, rents, and royalties is recorded as unrestricted revenue as it is earned as long as there are no donor stipulations on the use of the income.

Temporarily Restricted Revenue

Private Donations

Contributions are considered temporarily restricted revenue if they are received with donor stipulations that limit the use of the donated asset. Information on donor timing and purpose restrictions is entered into the fundraising software and all stipulations are communicated to the fiscal office.

When a donor restriction expires, such as when a stipulated time restriction ends or a purpose restriction is fulfilled, temporarily restricted contributions are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restriction. The Bookkeeper prepares a schedule of temporarily restricted assets for release on a quarterly basis. Donor-restricted contributions whose restrictions expire during the same fiscal year are recognized as temporarily restricted revenue, with the amount met reported as net assets released from restriction.

Foundation Awards

Foundation grant award notifications are received by the Director of Operations or by the Principal and then communicated to the CFO. Foundation grant revenue must be recognized in full when the award letter is received. If the full amount of the grant is not received, the balance of the grant is recorded as an Account Receivable.

Only foundation grants that stipulate time or purpose restrictions of use are recorded as temporarily restricted grants, otherwise they are recorded as unrestricted funding. In some circumstances, a foundation grant could have significant milestones that must be met in order to receive the balance of the grant. In these circumstances, management shall determine the likelihood that the milestones will be met in determining whether to recognize the entire grant in full upon receipt of the grant award letter. Grant awards for a fiscal year, without stipulation of a payment schedule, are recorded as grants receivable and due in the year of the award.

Revenue from Government Grants and Contracts

Government contract award notifications are received by the Principal and original contracts are forwarded to the CFO who reviews the information and then forwards it to the Bookkeeper. The Bookkeeper records the contracts, noting restrictions and reporting requirements in the contract agreement, including the timing of both reports due to the funder and expected payments.

Grant revenue is recognized based upon the terms of the award, including any restrictions or reporting requirements, when the award is received. Three types of government funding may be received.

- Government Grants. Government grants that are similar to foundation grants and are recorded as receivables in the same manner as foundation grants are treated (see above). Where
government grants are received over a period of years, revenue for the subsequent is recognized in those years and not as a receivable.

- **Cost-reimbursement Contracts.** Public contracts are considered reimbursable grants; therefore, revenue will be recognized after expenses associated with the contracts have been incurred by AoC in performance of the contract. The revenue is recorded upon preparation of a financial report of expenditures to a government agency.

- **Performance-based Contracts.** In the case of performance-based contracts, revenue is recognized when services are performed and a voucher is prepared as stipulated in the contract.

**Permanently Restricted Revenue**

Permanently restricted revenue, include trusts and endowments, where the principal funds are never to be used as designated by the funder upon donation. The balances are adjusted at the end of the year to reflect increases or decreases to the assets, including additions to the endowment account and unrealized gains and losses.

An example of assets of this nature may be an endowment established by a contributor to AoC. An endowment is a fund where the original investment cannot be used by AoC. However, the interest earned on the investment can be used as unrestricted or temporarily restricted revenue for an intended purpose as outlined by the donor(s). An exception to this rule may exist if the donor(s) specifically state that a certain percentage of the permanently restricted assets can be withdrawn by AoC each year for a specific purpose.
2.3 CONTRIBUTIONS: ACKNOWLEDGMENT AND DISCLOSURE

Policies & Controls
2.3.1 Acknowledgment letters with appropriate disclosures are sent to donors to substantiate donations.

Agency Procedures to Implement These Policies
2.3.1 Acknowledgment letters with appropriate disclosures are sent to donors to substantiate donations.

Acknowledgment letters
For each contribution received, regardless of amount, AoC issues an acknowledgment of receipt of the contribution to the donor on agency letterhead, usually prepared by the Administrative Assistant and signed by the Principal. The original is mailed to the donor by the Administrative Assistant a copy of the letter is retained in the donor file with the Principal. The acknowledgment includes:

- The amount received and a description of any other property contributed;
- A statement about whether AoC provided any goods or services in return for the contribution; and
- A description and an estimated value of the item provided if AoC provided something in return for the contribution.


Written Disclosure
Since a donor may only take a contribution deduction to the extent that his/her contribution exceeds the fair market value of the goods or services the donor receives in return for the contribution, donors need to know the value of the goods or services provided by AoC. A written disclosure of the quid pro quo amount, or value of goods and services received by the donor in exchange for the contribution, is required by AoC if the donor makes any payment in excess of $75.

Pro-bono, in-kind and donated services
Pro-bono and in-kind contributions are recorded when the donor’s service has been completed or received. In cases where donated services are provided on an ongoing basis, pro-bono and in-kind contributions are recorded annually.

An acknowledgment letter is issued to the donor for the pro-bono or in-kind contribution. Donated services received by the school should be recorded at fair value if the services:

- Create or enhance a fixed asset (such as land, building, equipment, etc); or
- Require specialized skills that the provider possesses and that normally have to be purchased. These services can be lawyers, accountants, architects, teachers or other professionals.

Donated services not meeting either of these two criteria are not recognized.

The fair value of donated services can be estimated using hourly rates, costs for similar projects, salary rates, etc. The school works with its external auditors to include the disclosures required in its annual
financial statements. Disclosures should include information about the program or activity benefited and the nature and extent of contributed services. The amount recognized in the reporting period also should be disclosed.
CHAPTER 3. Purchasing, Accounts Payable, and Cash Disbursements

3.1 PURCHASING

INTERNAL CONTROL OBJECTIVES

Purchasing and Accounts Payable

☐ Goods or services are purchased only with proper authorization.
☐ Goods or services purchased represent allowable costs for reimbursement in accordance with the terms of that contract or grant agreement.
☐ Goods or services received are recorded correctly as to account, amount, and period.
☐ Recorded acquisitions are for goods and services received.
☐ Adjustments to vendor accounts are made in accordance with management's authorization.
☐ Only authorized goods and services are accepted and paid for.
☐ Access to purchasing, receiving, and accounts payable records is adequately controlled to prevent or detect duplicate or improper payments.
☐ The purchasing process is not controlled by one individual. Purchasing duties, from initiation of requisition through paying for the purchase, are properly separated among employees.

Policies and Controls

3.1.1 Goods and services are purchased using the best combination of quality, service, and price.
3.1.2 Only authorized purchase commitments are made and received.

Agency Procedures to Implement These Policies

3.1.1 Goods and services are purchased using the best combination of quality, service, and price.

Purchase requests

All purchases and expenditures outside of petty cash are reviewed and approved by the Director of Operations or Principal prior to purchase commitment. The Director of Operations is then authorized to place orders for office and program supplies without additional approval.

Competitive bidding

The fiscal department is responsible for complying with the following competitive bidding policies when acquiring goods and services.

Three bids are required for the purchase of items costing $15,000 or more. Written advertisements (including copies of web-based prices) of available products will be deemed acceptable evidence of bid price. Original bid documentation supporting the vendor selection and vendor invoice is reviewed by the any two of the following individuals: Principal, Assistant Principal, CFO, Director of Operations.

Whenever the vendor selected is not the lowest bidder, the reasons for the selection (e.g., service, timeliness, special features) are documented and maintained with the disbursement documentation in the files.
Certain professional services, due to their nature, are not subject to the annual bidding process. However, the Board of Trustees must approve any purchase or contract that cost $25,000 or more. Board members sign written conflict-of-interest statements on an annual basis (see Chapter 8) and employees sign disclosures as the need arises to maintain a high level of integrity from self-dealing issues.

Sole Sourced Vendors

In the rare exception where only one vendor is available for a product or service, the vendor is considered a sole sourced vendor. In the case of sole sourced vendors, no competitive bidding is required. Any sole sourced vendor purchases should be documented and approved by Principal or Assistant Principal.

Preferred Vendor Listing

The preferred vendor listing is maintained and updated by the Director of Operations under the supervision of CFO.

Purchases for AoC by Consultants

In the event an independent contractor or consultant’s services to AoC include the purchase of supplies or equipment on behalf of AoC, the consultant shall comply in full with AoC’s purchasing policies and procedures.

The E-Rate Discount

According to the Telecommunications Act of 1996, a Universal Services Order, commonly referred to as “E-Rate” (Education Rate), ensures that eligible libraries and schools have affordable access to modern telecommunications and information services. For more information about applying for discounted services through E-Rate, please visit the website for The New York State Education Department’s E-Rate Resource Center at http://www.e-ratecentral.com/us/nys/resources/default.asp.

AoC utilizes E-Rate vendors for technology items.

Purchase Requests and the Issuance and Monitoring of Purchase Orders

Generation of Purchase Request

The purchase request package is to be prepared for all purchases and is to be initiated by the individual requesting the purchase. For example, teachers initiate requests for instructional supplies and material, Administrative Assistant initiate requests for maintenance supplies, and the office supply monitor initiates requests for office supplies. The Principal, Assistant Principal, Director of Operations and other staff may request purchases related to the educational and administrative operations of AoC.

The employee requesting the purchase completes a Purchase Order Form, which includes a complete description of the items required, including quantity and description (and, if applicable, cost per unit and name of vendor). All educational staff first have Purchase Request Forms approved by their staff supervisor for programmatic purposes before receiving approval as outlined below. The employee includes the required bids for items over $15,000, and obtains the proper authorization signatures on the Purchase Request Form as per the Pre-Approval Authorization Guidelines listed below. Where the vendor is the only provider of goods or services, “sole source” shall be indicated on the Purchase Order Form with additional documentation.
### Pre-Approval Authorization Guidelines

<table>
<thead>
<tr>
<th>Type of Purchase</th>
<th>Threshold</th>
<th>Approver</th>
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<tbody>
<tr>
<td>All education-related as well as office/administrative purchases</td>
<td>Cost approved in the school’s Annual Budget</td>
<td>Principal, Director of Operations or Assistant Principal if is approved or already included in budget</td>
</tr>
<tr>
<td></td>
<td>Cost not approved in the Budget, but expected amount will be less than $10,000</td>
<td>Principal, Director of Operations or Assistant Principal if is approved or already included in budget</td>
</tr>
<tr>
<td></td>
<td>Cost not approved in the Budget, but expected amount will be more than $10,000</td>
<td>Management or Board for no budgeted expenses</td>
</tr>
</tbody>
</table>

The individual initiating the Purchase Order provide appropriate expense code, noting:

- Account number (code) with dollar distributions if applicable.
- Functional classification, if applicable.

Once the proper authorization has been obtained, the Purchase Order Form is submitted to the Administrative Assistant.

**Office and teaching supplies** are to be purchased in batch orders by the following procedures:

The Administrative Assistant checks inventory of common/general office and teaching supplies on a regular basis and creates Purchase Order to keep regular school supplies in stock.

Teachers may place requests for special/additional instructional supplies and equipment by following the process outlined above. When possible, the purchasing agent will batch these orders and prepare one Purchase Order for office and teaching supplies.

Purchases of supplies outside of the regular procurement cycle may be made using AoC’s petty cash and/or cost reimbursement procedures (see appropriate section in this manual).

**Purchase Orders**

Upon receiving authorization for the purchase, the Administrative Assistant fills out approved Purchase Order. The Administrative Assistant ensures that the purchase orders contain all required information (order number, requisition number, vendor name, amount, date issued, and the name of contract for expense allocation). The Administrative Assistant performs the following tasks:
• Places the order via the web or by faxing or calling the vendor with a list items as described in the Purchase Order;
• Place the Purchase Order in the accounts payable file to be used as supporting documentation for the Check Request Form.

The Director of Operations periodically researches vendors and requests quotes to ensure best value and avoid conflicts of interest. The Director of Operations, in consultation with the CFO, annually reviews and recommends for approval, a list of approved office suppliers.

A purchase order cannot be issued to AoC employees.

Exemption from sales tax

AoC is recognized as a tax-exempt organization under Federal NY State and local laws. As such, AoC is exempt from sales taxes on goods purchased for its own use. All purchasers are expected to use the sales tax exemption form for all purchases.

AoC staff may use the sales tax exemption form only when purchasing goods and services on behalf of AoC. Tax exemptions do not apply to hotel, airfare, or communication-related taxes such as those on telephone bills.

In Rare instances the School will pay sale taxes to teachers when teachers purchase their items or when the school buys something with a petty amount.

3.1.2 Only authorized purchase commitments are made and received.

Receipt of goods and merchandise

Vendor payment will not occur without proper documentation of the receipt of goods or services. The Administrative Assistant, or Director of Operations, sign for and receives goods and merchandise and do the following:
• Verifies that each item on the packing slip has been received;
• Notes any back orders or discrepancies as to quantity or price; and
• Forwards the original documents (e.g. Packing slip) with noted discrepancies (if any) to the bookkeeper.

Additional requirements

Additional procurement requirements for specific government contracts are followed and procedures are modified as needed.
3.2 CASH DISBURSEMENTS - PROCESSING ACCOUNTS PAYABLE

INTERNAL CONTROL OBJECTIVES
Cash Disbursements

☐ Access to cash disbursements records is restricted.
☐ Cash disbursements are made for goods or services authorized and received.
☐ Cash disbursements are recorded correctly as to account, amount, and period.

Policies and Controls
3.2.1 Only authorized and accurate expenditures are made and recorded.
3.2.2 Only authorized and accurate check disbursements are made.

Agency Procedures to Implement These Policies

3.2.1 Only authorized and accurate expenditures are made and recorded.

Receipt of invoice
All mail is directed to the Administrative Assistant who is independent of the fiscal department. Invoices are given to the Bookkeeper, who is responsible for assembling the payment package, including:

- Purchase request
- Packing slip and/or receiving report
- Invoice

The Bookkeeper is responsible for

- Ensuring that appropriate approval has been obtained on the Purchase Order Form or Check Form.
- Ensuring that the receiving documentation and invoice have been received.
- Matching the cost and items received on the invoice, original packing slip and approved Purchase Order. Any discrepancies of 10% or over of the cost on the invoices compared to the purchase order or discrepancies in units ordered and received are analyzed and resolved in coordination with the purchaser prior to payment.
- Investigating and resolving any outstanding back order issues
- The Bookkeeper is responsible for insuring that all payment packages are supported by adequate documentation before a check is issued.
- The Bookkeeper is responsible for creating Check Request Form as a cover sheet for the package.

Once the payment packages are complete, the Bookkeeper will forward the packages to the Principal, Assistant Principal, or Director of Operations for review and approval.
Principal, Assistant Principal, or Director of Operations reviews the payment packages for completeness and verifies that all supporting documentation is attached, and authorizes the packages for payment by initialing and date or via email confirmation. If documentation is incomplete or missing, the package is returned to the Bookkeeper for completion.

Other payment requests
Disbursements are made based on original invoices. In the case that there is no invoice (for example, a travel advance) the employee requesting the disbursement prepares the request in writing, and submits it to the Bookkeeper and Principal for approval. Once approved, this request is processed in the same manner as an invoice.

Expenses are supported by documentation that indicates the basis for the allocation of costs or other independent supporting documentation such as a rent invoice or real estate tax assessment statements.

3.2.2 Only authorized and accurate check disbursements are made.

Paying invoices
As determined by AoC’s timetable for payments, the Bookkeeper selects the invoices approved for payment within the accounts payable module which updates vendor balances and permits checks to be printed. The Bookkeeper prints checks using blank check forms. The physical checks are reviewed for proper printing and confirmation of check numbers against the system generated sequential check number.

Check writing security
All blank check stock is kept in a locked cabinet, access to which is limited to the Bookkeeper and Assistant Principal.

In rare cases involving exceptional circumstances, the Principal or Director of Operations has the authority to issue manual checks. In such case, Principal or Director of Operations will request Assistant Principal or Bookkeeper to provide an unprinted blank check, the Principal or Director of Operations submits the invoice and check stub to the CFO or Bookkeeper to enter into the accounting system. The CFO ensures all manual checks are accounted for during the bank reconciliation process.

Authorized signatures
Authorized check signers include the Principal, Assistant Principal, Director of Operations, and selected Board members.

<table>
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<tr>
<th>Authorization Guidelines</th>
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<tbody>
<tr>
<td>Bank Checks</td>
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<tr>
<td>$0 - $9,999</td>
</tr>
<tr>
<td>$10,000 and above</td>
</tr>
<tr>
<td>Principal, Assistant Principal, or Director of Operations</td>
</tr>
<tr>
<td>2 Signatories: Principal or Director of Operations + Authorized Board Member</td>
</tr>
<tr>
<td><strong>AoC IntraAccount Transfers</strong></td>
</tr>
<tr>
<td>-------------------------------</td>
</tr>
<tr>
<td>Third Party Wire transfers</td>
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No employee may sign a check payable to him/herself. On an annual basis, the Board Treasurer submits a list of all bank accounts and authorized signers to the Board of Trustees for approval.

**Mailing checks**

After obtaining signatures, the *Bookkeeper* verifies that the check and stub properly identifies the invoice being paid. The *Bookkeeper* then copies the check and invoice together, and mails the check to the vendor. The stub and one copy of the check are attached to the original invoice and filed in the paid bills files by vendor. A separate copy of the check and invoice are filed in numerical order in a check binder. Copies of all voided checks should also be included in the check binder.
2.2 CREDIT CARDS

Policies and Controls

3.3.1 Only authorized personnel are issued credit cards and must agree to adhere to AoC’s credit card policies.

3.3.2 Policies ensure that only appropriate expenses are reimbursed.

3.3.3 All supporting documentation is received prior to payment.

3.3.4 Employees will reimburse AoC for non-reimbursable expenses.

Agency Procedures to Implement These Policies

3.3.1 Only authorized personnel are issued credit cards and must agree to adhere to AoC’s credit card policies.

Issuing credit cards

The Principal can be issued a card with approval from two members of the Executive Committee of the Board. Staff can be issued a card with approval from the Principal and Assistant Principal. The school credit card to be used for business purposes only. Employees who receive a credit card are required to sign the Cardholder Agreement. Individuals who do not adhere to these policies and procedures risk revocation of their credit card privileges and/or disciplinary action, up to and including termination.

Agency credit cards are issued in the name of the employee and the employee is responsible for:

- Ensuring security of the credit card;
- Restricting use to business purposes; and
- Reviewing all balances on the account.

3.3.2 Policies ensure that only appropriate expenses are reimbursed.

Proper and improper use of cards

The credit card may be used for authorized travel, administrative, and program-related expenses incurred during the course of conducting business. The credit card is never to be used for personal expenses. Cash advances on credit cards are prohibited.

Procedures regarding pre-approvals for purchases and competitive bidding apply to all credit card purchases. Additionally, cardholders should make every effort to ensure that purchases do not include sales tax.

Transaction limits

The spending limit for each credit card issued must be adhered to, and cardholders must monitor their usage to ensure that spending does not exceed the limit.

3.3.3 All supporting documentation is received prior to payment.

Documentation and recordkeeping requirements

An employee may request use of the credit card and must obtain pre-approval according to the Purchase Approval Policy. After making the purchase, the employee submits original receipts to the
Director of Operations, who codes expenses to the appropriate projects. The Bookkeeper reconciles all receipts to the monthly credit card statement. Any discrepancies are brought to the attention of the Director of Operations and CFO.

Periodic review of credit card use

The Principal approves all payments to credit card company and in so doing reviews all charges to the cards. Board Treasurer reviews and approves all charges made by the Principal. The Board Treasurer periodically reviews credit card statements to ensure that policies are adhered to. In the absence of a Treasurer, the Board Chairperson performs periodic reviews.

3.3.4. Employees will reimburse AoC for non-reimbursable expenses.

Cardholders who use AoC-issued credit cards improperly will be held liable for any and all unapproved purchases. Because AoC pays the credit card company directly, employees will reimburse AoC for unapproved purchases within 30 days of the purchase.
3.4 PETTY CASH

Policies and Controls

3.4.1 Petty cash funds are properly managed and monitored.
3.4.2 Petty cash is used to reimburse appropriate expenditures below $150 when other methods of payment are impractical due to timing or other logistics.
3.4.3 AoC maintains a petty cash fund in a reasonable amount, which is replenished on an imprest basis

Agency Procedures to Implement These Policies

3.4.1 Petty cash funds are properly managed and monitored.

Safeguarding Petty Cash

Petty cash funds are held in a locked cash box and stored in a locked safe or a locked cabinet. Keys to the cash box are stored securely. Access to the keys and safe/cabinet and combinations is restricted to the Director of Operations & Principal.

Petty Cash accounts are kept on an imprest basis.

Processing Petty Cash Disbursements

The Director of Operations is responsible for coding petty cash disbursements to the appropriate categories in the Petty Cash Log. The Bookkeeper approves the Petty Cash Log, and the Bookkeeper posts the expenses to the general ledger for the petty cash account.

Petty Cash Reimbursement

Whenever possible, the employee shall make the purchase with personal funds, with prior approval from a supervisor. The employee will then complete a Petty Cash Reimbursement Voucher, which includes information on (1) to whom the funds were disbursed, (2) the reason for the disbursement, and (3) the general ledger account to which the disbursement will be recorded. The employee attaches the original receipt and presents the voucher to the Director of Operations. Both the Director of Operations and the employee must sign the voucher upon receipt of the cash.

Petty Cash Advance

On an exception basis, in cases where the employee is not able to make the purchase with his or her own funds, a petty cash advance can be issued. The custodian will advance no more than $150 to the employee. Once the purchase has been made, the employee must submit Petty Cash Reimbursement Voucher with all appropriate receipts and unspent funds to the custodian. Both the employee and the custodian must sign upon the return of the balance of unspent cash.

Petty Cash and Metrocard Surprise Counts

On a periodic basis, the CFO performs an unannounced audit of the petty cash fund to compare receipts in the box with the petty cash balance. These counts are documented and retained, and any discrepancies are reported to the Principal for immediate investigation.
3.4.2 Petty cash is used to reimburse appropriate expenditures below $150 when other methods of payment are impractical due to timing or other logistics.

Appropriate Use of Petty Cash Funds

Petty cash funds are to be used only for small, unexpected transactions related to office, travel, and program expense. A single petty cash transaction amount may not exceed $150. Payment for items of a higher value should be made through normal accounts payable processing, or by means of a corporate credit card. Petty cash funds are not to be used to bypass regular accounts payable and purchasing procedures and should only be used on an exception basis.

3.4.3 AoC maintains a petty cash fund in a reasonable amount, which is replenished on an imprest basis

Fund Limit

A document containing petty cash account balances, limits and custodians for all accounts will be maintained by the Principal. The Petty Cash accounts will be maintained in an amount not to exceed $500.

Fund Replenishment

To replenish the Petty Cash fund, a Petty Cash Replenishment Form is used to summarize all Petty Cash Vouchers, receipts, and replenish the petty cash fund on an imprest basis.

The Director of Operations adds up the receipts for the petty cash used, reconciling the receipts with the amount of cash remaining in the fund. The amount requested for replenishment plus the amount of cash remaining in the fund must always equal the total amount of the petty cash fund. The Bookkeeper then reviews the count and approves the replenishment request.

Petty cash reimbursement checks are made payable to the petty cash custodian and are not made payable to “cash” or bearer. The Director of Operations subsequently cashes the check and replenishes the fund.
3.5 EMPLOYEE TRAVEL AND BUSINESS EXPENSE

Policies and Controls
3.5.1 All travel and business expenses are pre-approved.
3.5.2 Travel and business expenses are kept to a reasonable level.
3.5.3 Expense reporting is complete, supported with appropriate documentation, and submitted on a timely basis for proper processing.

Agency Procedures to Implement These Policies
3.5.1 All travel and business expenses are pre-approved.

Overnight and out of town travel approval

All overnight and out of travel must be reviewed by the employee’s department supervisor and approved in advance by the Principal. Principal’s overnight and out of town travel must be pre-approved by the Treasurer. This authorization is included for school trips involving students.

A request for authorization of overnight travel should include:

- Name(s) and title(s) of employee(s) (and students) traveling;
- Purpose of travel;
- Destination;
- Estimated cost for transportation (plane, train, bus, auto), meals and lodging, and registration fees; and
- Date of departure and date of return.

The appropriate authorization of this request can be obtained via email.

Method of payment

An employee can pay for travel and business expenses via a variety of methods.

- Use of company credit card (as applicable), by authorized user only.
- Use personal funds and be reimbursed by AOC after submitting receipts and an approved Expense Reimbursement request.
- A cash advance for travel and business expenses may be granted. A cash advance must be approved by the appropriate manager and submitted to the Finance department approximately two weeks prior to date needed.

3.5.2 Travel and business expenses are kept to a reasonable level.

Overnight and out of town travel expenses

Overnight and out of town travel will be reimbursed consistent with domestic per diem rates published by the U.S. General Services Administration. Costs incurred by the employee above these published amounts will not be reimbursed by AOC. Federal per diem rates vary by location. Information on current rates can be found at www.gsa.gov/HP_01Trvl_perdiem.

Local travel
To the extent possible, employees will use public transportation or common carrier for all local travel. Taxis or car services are permitted in some situations (e.g., if there is a safety concern). Only authorized employees may drive their personal vehicles for official business. Employees may be reimbursed at current allowable IRS rates. Driving directions between locations serve as appropriate documentation for mileage reimbursement.

Parking and tolls will be reimbursed upon presentation of receipts. Gas is not reimbursable for employee-owned vehicles; the standard mileage rate assumes gas and normal wear and tear. Regular commuting expenses are not reimbursable.

3.5.3 Expense reporting is complete, supported with appropriate documentation, and submitted on a timely basis for proper processing.

Completion of the Expense Reimbursement Form

Reasonable travel and business expenses incurred by employees necessary to AoC operations are reimbursed upon submission of an Expense Reimbursement Form with appropriate supporting documentation. Expense reports must include complete descriptions of expenses, including the date the expense occurred, the activity for which it occurred, and the business purpose fulfilled by the activity. Employee expense reports are to be completed as soon as possible but no later than 10 business days after completion of travel. For the reimbursement to employee Expense Reimbursement Form can be used in lieu of the Purchase Order Form.

Inclusion of appropriate supporting documentation

Receipts supporting travel and business expenses are required for all amounts, except for subway or local bus travel. Original receipts must be attached to the Expense Reimbursement Form.

Approval and submission of form

All employee expense reports are reviewed and approved by the Principal. The Principal ensures that expenses are reasonable and in accordance with organization policies, and is responsible for coding the expenses to the appropriate general ledger accounts and ensuring appropriate approval has been obtained. The Expense Reimbursement Form is then treated in the same manner as an invoice. All expense reports from the Principal are reviewed and approved by the Treasurer.

Travel Advances

On an exception basis, advances may be requested prior to a business trip. Advances must receive proper approval from the appropriate manager and be made at least two weeks in advance of anticipated travel using the Cash Advance Form.

Following the completion of travel, a copy of the Cash Advance Form, receipts documenting purchases made, and unused cash must be returned to the Fiscal office. The Bookkeeper reconciles the original cash advance with the receipts and cash returned to ensure that all assets are accounted for.
3.6 USE OF CELL PHONES

Policies and Controls

3.6.1 Reimbursement of cell phone service is monitored on an ongoing basis.

Agency Procedures to Implement These Policies

3.6.1 Reimbursement of cell phone service is monitored on an ongoing basis.

Cell phone service is provided to authorized employees of AoC with the approval of the Principal for the purpose of conducting legitimate school business.

Cell phone holders will be required to sign a Cellphone Use Agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their cell phone privileges and/or disciplinary action.

Persons who use AoC issued cell phones improperly will be held liable for any and all unapproved expenses.

Justification of Need

In order to be considered to receive an agency issued cell phone or for reimbursement, the duties required of the position must meet at least one of the criteria defined below:

- On-call duties;
- Major job performance and responsibilities are away from assigned work area;
- Need to be in contact with office in support of charter school responsibilities;
- Transporting children; or
- Other authorized.

Authorization

The Director of Operations is responsible for receiving the approved forms for cellular usage, authorizing the issuance of cell phones to AoC employees, and maintaining the list of all cell phones and cell phone holders. When a new cell phone is required, the Director of Operations conveys the necessary information to the Principal, who is responsible for authorizing cellular service for employees and issuance cell phones to employees. The Director of Operations is the liaison between AoC and the cell service provider. The Bookkeeper is responsible for monitoring the usage on a monthly basis.

Appropriate Use

Agency cell phones should be used for legitimate business.
Terms and Conditions

If the employee is approved to receive an agency issued cell phone, the employee must agree to abide by the cell phone policy and the fixed assets policy of AoC. Employees who are issued agency cell phones will be required to sign a “Cell Phone User Agreement” form indicating agreement to the policy terms and conditions. If the policies are not followed, the employee will be required to return the cell phone to the Director of Operations. Access privileges may be revoked at any time and for any reason. Abuse of the cell phone policy may result in disciplinary action.

Public Documents

Cell phone statements are public documents and could be disclosed at any time. The Director of Operations will perform reviews of compliance with cell phone policies and procedures.

Periodic Review

The CFO will perform periodic reviews of monthly cell phone bills to ensure compliance with AoC outlined policies and procedures.

Annual Reporting

AoC will conform to all regulations regarding the reporting of employer-provided cell phones or reimbursement of cell phone service as a taxable fringe benefit.
CHAPTER 4. Personnel and Payroll

4.1 PERSONNEL

INTERNAL CONTROL OBJECTIVES

Payroll

☐ Salary, wage, and benefit expenses are incurred only for work authorized and performed.
☐ Salaries, wages, and benefits are calculated at the proper rate.
☐ Salaries, wages, benefits, and related liabilities are recorded correctly as to account, contract or grant agreement, program amount, and period.
☐ Allocations of payroll costs to functions, programs, contracts, and grants are supported by adequate documentation.
☐ Employee payroll withholdings and special deductions are based on signed authorizations by employees.

Policies and Controls

4.1.1 Personnel files are maintained and stored securely to limit inappropriate access to confidential information.

4.1.2 Personnel files include updated information required by local, state, and federal law.

Agency Procedures to Implement These Policies

4.1.1 Personnel files are maintained and stored securely to limit inappropriate access to confidential information.

The Director of Operations accumulates information and files it in the employee personnel file along with documentation of all employee pay or job status changes. All new hires, promotions, demotions, terminations and changes in salary are supported by a Personnel Action Form.

The personnel file is kept both locked and confidential. Access to personnel files is limited to the Principal, Director of Operations, CFO, and Bookkeeper.

4.1.2 Personnel files include updated information required by local, state, and federal law.

All personnel files include the following:

Offer of employment and job description

Every full-time position at AoC is supported by an offer of employment which includes both the job title and a description of duties. The offer of employment also reflects an employee’s designated reporting relationships as well as his or her salary or wage rate.

Completed and signed W-4 forms
The completed W-4 forms serves as a basis for employee withholding. An employee may amend his/her withholding allowances as needed. Employees are required to file an amended W-4 form to the Director of Operations.

When a W-4 form is received, the Director of Operations must ensure compliance with the withholding instructions in the next payroll cycle. Although not obligated to evaluate an employee’s number of exemptions, AoC has two duties relating to the contents of Form W-4:

- Report excessive allowances. AoC sends copies of all W-4 forms claiming more than 10 withholding allowances along with AoC’s Form 941 to the IRS.
- Report full exemptions. AoC is required to send the IRS all claims for full exemptions from withholdings by employees with normal weekly wages of more than $200.

Because of their importance to both the IRS and to employees, AoC retains signed original W-4 Forms (no copies), in accordance with its document retention policies. The withholding instructions continue to apply until the employee amends the W-4 form.

Employee classifications

Employee minimum wage and overtime requirements are set by the Fair Labor Standards Act (FLSA) and the State where AoC operates. Each position is reviewed by the Principal and CFO to determine whether it is exempt or not exempt from the provisions of the FLSA.

Employees work authorization

In accordance with the Immigration Reform and Control Act of 1986 (IRCA), between the time AoC offers employment and the third day after a new employee starts employment, AoC is required to inspect certain documents (chosen by the employee) proving the employee’s identity and authorization to work in the United States and complete INS Form I-9. Failure to properly complete and maintain INS Forms I-9 may carry penalties.

All Form I-9s will be retained in accordance with AoC’s document retention policies.

New York Finger-printing requirements

AoC fulfills the New York City requirements for charter schools by ensuring that all staff members who may have contact with children are fingerprinted and have received background checks. Director of Operations is responsible for maintaining the completed fingerprint documentation.
4.2 PAYROLL

Policies and Controls

4.2.1 Payroll is processed for work performed.

4.2.2 Payroll amounts and deductions are properly calculated, processed, and recorded in the accounting system.

4.2.3 An individual independent of payroll recording or processing responsibilities distributes paychecks in a timely and confidential manner.

4.2.4 Terminated employees are promptly removed from the system to prevent unauthorized or erroneous payroll disbursements.

Agency Procedures to Implement These Policies

4.2.1 Payroll is processed for work performed.

Employee timesheets & Sign-in Sheet

Every employee is responsible to sign and indicate the reporting time & the time leaving the school on the time station app provided by ADP located in the main school office.

Employees who are allocated to only one function but whose contract stipulates they receive bonus compensation for “extra” hours worked should use timesheets to report “extra” hours, vacation time, sick time, etc.

4.2.2 Payroll amounts and deductions are properly calculated, processed, and recorded in the accounting system.

Processing of all payroll updates

The supervisor initiating the personnel change communicates new hires, pay increases and decreases, and terminations immediately upon status change of an hourly or salaried employee via Personnel Action Form to the Director of Operations. The Principal approve and then returns the form to the Director of Operations for timely status change in the payroll master file at least 3 days prior to the end of the pay period for processing in the current pay period. The Payroll Signoff Form is filed in the employees’ personnel file. Any change to the payroll via Personnel Action Form is reviewed and signed off by the Principal.

Calculating gross pay

The payroll processing firm calculates gross pay. Employees are paid based on the number hours and/or days worked from the approved and submitted time records using the most recent approved pay rate for that employee.

Payment of overtime

All state and federal laws and regulations are followed when calculating pay for overtime worked by hourly employees. Director of Operations takes overtime hours worked by hourly employees into account while processing the payroll.

Salary allocations

AoC may allocate employees’ time on the basis of program or department assignments. Salaries and wages are then allocated by functional area (program, administration, and fundraising). These
allocations are determined by the CFO and Principal on an as needed basis. Payroll is posted to the general ledger to reflect these allocations.

Processing deductions

To accurately compute an employee’s net pay, AoC accumulates the nature and amount of any other payroll deductions, such as for retirement plans, insurance, or loan repayments. Original documents supporting the authorization of each deduction are maintained in the employee’s personnel file. The Fair Labor Standards Act (FLSA) requires payroll records to clearly show the date, amount, and description of deductions from wages.

Processing payroll

Payroll is processed by the Bookkeeper on a semi-monthly basis using a payroll processing company. The payroll processing company calculates gross pay and all withholdings, prints paychecks including pay vouchers for direct deposit, transmits payroll taxes and produces quarterly and annual payroll tax returns.

The Director of Operations also maintains an individualized spreadsheet for every employee that includes the employees’ days/hours worked and other pertinent information such as sick and vacation days taken.

The payroll processing company provides a payroll package which is delivered to the Principal. This package is reviewed by the Principal for accuracy and completeness. Principal forwards the checks / direct deposits paystubs to the Director of Operations for distribution and the payroll reports package to the Bookkeeper.

Recording payroll into the general ledger

Based on the payroll processing company records the Bookkeeper records the payroll into the general ledger on a semi-monthly basis. The payroll reports are secured with the payroll files.

Reconciliation of the payroll accounts

On a monthly basis, the Bookkeeper reconciles deductions made from employees to the payments made to insurers, benefit plan providers, and other payees.

On a quarterly basis, the CFO performs a reconciliation of all salary accounts in the general ledger, as compared to the salary reported by the payroll processing company on the Quarterly Payroll Return (IRS Form 941 as well as NYS-45). Any variances are researched and cleared in a timely manner. Payroll reconciliations are further researched by the CFO.

On an annual calendar basis, the CFO also performs a reconciliation of the following:

- Gross salaries per all Forms 941 and NYS-45
- Gross salaries per W-2 forms
- Gross salaries per General Ledger
- Variances

4.2.3 An individual independent of payroll recording or processing responsibilities distributes paychecks in a timely and confidential manner.

Distribution of paychecks
All payroll checks (non-direct and direct deposit) are distributed to the employees by the *Director of Operations*.

4.2.4 *Terminated employees are promptly removed from the system to prevent unauthorized or erroneous payroll disbursements.*

Upon termination of an hourly or salaried employee, the supervisor communicates the termination to the *Principal* via a *Personnel Action Form*. The *Principal* approves the *Personnel Action Form*, which is then delivered to the Director of Operations for timely status change in the payroll master file. The original *Personnel Action Form* is filed in the employees’ personnel file and a copy is filed in the employee’s payroll file.

The *Bookkeeper* ensures that terminated employees and those who have resigned are removed from the payroll immediately after their final paycheck has been processed. The *Bookkeeper* processes the change for the last payroll check based on the date of termination.
4.3 INDEPENDENT CONTRACTORS AND CONSULTANTS

Policies and Controls

4.3.1 Prior to entering into a consultant agreement, AoC must determine that the relationship meets the criteria outlined by the Internal Revenue Service for consulting relationships.

4.3.2 Each consulting arrangement is supported by a consultant agreement and appropriate documentation of services received prior to payment.

4.3.3 Each consulting arrangement is reviewed and documented to ensure that the consultant qualifies for consultant status and not for classification as an employee.

4.3.4 Consultants must follow AoC purchasing policies and procedures.

Agency Procedures to Implement These Policies

4.3.1 Prior to entering into a consultant agreement, AoC must determine that the relationship meets the criteria outlined by the Internal Revenue Service for consulting relationships.

Reclassification as an employee by the Internal Revenue Service can trigger additional payroll taxes and potential penalties to AoC. The traditional tests to determine whether a worker is an employee or independent contractor involve the concept of control. Are the services of the worker subject to the employer’s will and control over what must be done and how it must be done? Facts that provide evidence of the degree of control and independence fall into three categories: behavioral control, financial control, and the type of relationship of the parties.

4.3.2 Each consulting arrangement is supported by a consultant agreement and appropriate documentation of services received prior to payment.

Consulting agreements

Every consulting arrangement must be supported by a consultant agreement and a completed W-9 prior to payment.

Payment for services rendered

In order to be paid, consultants must present an invoice indicating deliverables, hours worked, and dates of service covered by the invoice presented. The invoice must be approved by the person in charge of the engagement in addition to any other approvals required by the check approval process.

4.3.3 Each consulting arrangement is reviewed and documented to ensure that the consultant qualifies for consultant status and not for classification as an employee.

Determination of consultant status

Prior to entering into a consulting arrangement, AoC’s Director of Operations will determine that the arrangement meets the criteria outlined by the Internal Revenue Service for independent contractors. Reclassification as an employee by the IRS can trigger additional payroll taxes and potential penalties to the agency.

The CFO will review all consulting agreements.

Documenting consultant status

The consulting agreements are annually reviewed to ensure that the contents are in accordance with current internal Revenue Service guidelines for consulting relationships.

The Bookkeeper maintains a file of consulting agreements and supporting documentation. All consulting arrangements are documented in a written agreement stating the following:

- Name, address and tax identification number/Social security number of the consultant (Form W-9);
- Dates covered by the agreement;
- Services to be performed or work product to be delivered;
- Time frame for completion of the deliverables;
- AoC staff person in charge of the engagement;
- Dollar amount of the agreement, including additional expenses (if any) for which the consultant is to be reimbursed;
- Contract termination clause;
- Confidentiality statement; and
- Other special arrangements.

4.3.4 Consultants must follow AoC purchasing policies and procedures.

Consultants making purchases of supplies, equipment or other items on behalf of AoC must comply in full with AoC's purchasing policies and procedures outlined in Chapter 3 of this manual.

The consultant must sign and adhere to AoC's consultant contract agreement and abide by AoC's purchasing policies. The consultant must obtain the appropriate approval for all purchases and secure documentation for each item purchased, detailing the item's description, cost, quantity, seller, and date of purchase.
CHAPTER 5. Grants and Contracts Management

Policies and Controls

5.1.1 Government funding is appropriately and accurately managed, secured, allocated and reported on to funding source.

5.1.2 Grants and contracts are managed to minimize agency risk and maintain fiscal integrity.

Agency Procedures to Implement These Policies

5.1.1 Government funding is appropriately identified, secured, managed, and maintained.

The Principal and the CFO will coordinate the preparation and submission of proposals with other applicable staff. The CFO will prepare the RFP budget based on the direct and indirect costs for the program for which funding is being requested. The Principal and other staff will identify funding opportunities. The Principal will notify the CFO and relevant staff when grants are received, the timeframe and purposes of the grant, and the reporting requirements.

The CFO supports any and all proposal writers in developing the budgets for these proposals. The Principal approves budgets before they are submitted.

5.1.2 Grants and Contracts are managed to minimize AoC’s risk and maintain fiscal integrity.

Contracts Management

Once AoC has been awarded a grant or contract, a centralized file is created for the contract documents in the Fiscal Department.

The CFO and the Bookkeeper develop internal management reporting tools such as a schedule of reporting deadlines, prepare and submit vouchers, monitor fiscal and program reporting compliance, respond to grantor inquiries, monitor budgeted to actual expenses and provide relevant staff with regular fiscal reports for program management purposes. They also work with relevant staff to prepare and submit budget modifications when necessary.

Allowable Expenses

AoC acknowledges that certain costs are not allowable by government funding sources. Each contract contains information regarding allowable and unallowable expenses that must be adhered to in order to remain in compliance. The CFO will maintain each contract and provide ongoing information pertaining to allowable and disallowable expenses.

Allowable costs for federally funded programs must meet the following criteria:\1:
- Be reasonable for the performance of the award and be allocable thereto under these principles.

\1 The full policy with related unallowable expenses can be found at OMB Circular A-122, Attachment A Section A.2.
- Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.
- Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the organization.
- Be accorded consistent treatment.
- Be determined in accordance with generally accepted accounting principles (GAAP).
- Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period.
- Be adequately documented.

Unallowable direct costs may include:
- Alcoholic beverages
- Entertainment
- Goods or services for personal use
- Staff housing and personal living expenses
- Interest, fund raising, and investment management costs
- Lobbying
- Memberships, subscriptions, and professional activity costs
- Recruiting costs
- Severance pay
- Training and education costs

The chart below is a summary of grant/contract management roles and responsibilities.

<table>
<thead>
<tr>
<th></th>
<th>Principal</th>
<th>Director of Operations</th>
<th>CFO / Bookkeeper</th>
<th>Outside Grantwriter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Planning</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Identify government funding opportunities</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receives and reviews RFP</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepare proposal</td>
<td>X</td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Prepares budget for RFP</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Approves budget prior to submission</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assembles and submits proposal</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td><strong>Contract Formation</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Receives award notification</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Post award assessment</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Completes follow-up docs for funder</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Signs and accepts award</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Receives executed contract</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conducts contract orientation</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>Contract Management</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintains organization-wide cost allocation plan</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Creates and maintains contract file</td>
<td></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td>Creates and distributes contract management plan</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Task</td>
<td>Principal</td>
<td>Director of Operations</td>
<td>CFO / Bookkeeper</td>
<td>Outside Grantwriter</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
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<td>------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>Communicates different contract requirements to Staff (via email/memo)</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enters budget into accounting system</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assigns accounting codes to invoices and allocates expenses</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Produces monthly expense reports</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepares and submits voucher to funder</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Responds to funder inquiries</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resolves disallowances</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitors funder payments</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Follows up on aged receivables</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Determines need for budget modification</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prepares budget modification</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Submits budget mod. to funder</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor fiscal compliance</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manages fiscal audits</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monitor program compliance</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manages program audits</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct quarterly review meetings (as needed)</td>
<td></td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Evaluate contract performance</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Submit renewal application</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CHAPTER 6. Reporting, General Ledger and Financial Statements

6.1 BUDGETING

Policies and Controls
6.1.1 A budget is produced on an annual basis and approved by the Board of Trustees. During the year, any significant increases or decreases to the budget are approved.

6.1.2 Bank accounts are reconciled on a monthly basis and reconciliations are appropriately approved.

Agency Procedures to Implement These Policies

AoC developed a five-year budget plan as part of the application process when AoC received its charter. On each subsequent renewal of its charter, AoC develops a new five year budget.

Budgeting Planning Evaluation by SUNY

AoC’s budgeting and long range planning is reviewed periodically by its charter SUNY and reviewed in detail when AoC comes up for renewal of its charter.

6.1.1 A budget is produced on an annual basis and approved by the Board of Trustees. Any significant increases or decreases to the budget are approved.

Annual Budget development process

Planning for the next fiscal year begins no later than the close of the third quarter of the current fiscal year. The CFO initiates the budget development process. The CFO collaborates with the Principal and Director of Operations to produce an initial draft budget reflecting intended plans for the following year.

Approval of the budget

The draft budget is submitted to the Finance Committee. The Finance Committee reviews and approves the budget prior to the June Board meeting. The full Board of Trustees reviews and approves the budget at its June meeting.

Budget monitoring and reporting

The Board-approved budget is entered into the accounting system by the Bookkeeper. On a monthly basis, the Bookkeeper produces the budget comparison reports reflecting variances between budget and actual revenues and expenses by program. The Principal and CFO meet monthly to discuss any major variances within the budget comparison reports.

Budget modification

If there are significant material changes in the organization’s financial projections, the CFO, in consultation with Principal, makes changes to the operating budget and submits them to the Finance Committee for review. Budget modifications are approved by the Board of Trustees.

6.1.2 Bank accounts are reconciled on a monthly basis and reconciliations are appropriately approved.

Bank reconciliations
All bank statements are mailed to AoC and delivered to the Principal, who opens them and reviews them for unusual activity, initials and submits to the Bookkeeper. The Bookkeeper reconciles the bank statements to the accounting records. The Bookkeeper’s review includes:

- Comparison of canceled checks with the disbursement journal as to number, date, payee and amount;
- Accounting for the sequence of checks;
- Examination of cancelled checks for authorized signatures, irregular endorsements or alterations; and
- Review of voided checks.

Bank reconciliations are performed monthly in order to best compare bank balances to balances in the general ledger cash accounts. Any discrepancies or unusual items or exceptions are investigated and resolved by the CFO and communicated to the Principal. The CFO ensures that any voided checks are accounted for in the check register.

The monthly bank reconciliation is provided to the CFO for review and approval with initials, on a monthly basis.
6.2 MONTHLY CLOSE AND FINANCIAL REPORTING

Policies and Controls

6.2.1 AoC performs a monthly, quarterly, and annual closing process of the accounting records on a timely basis.

6.2.2 Financial reports are provided to Principal and the Board of Trustees on a timely basis to facilitate effective monitoring and oversight.

Agency Procedures to Implement These Policies

6.2.1 AoC performs a monthly, quarterly, and annual closing process of the accounting records on a timely basis.

Monthly close process

AoC completes its preliminary monthly accounting close by the third week of the month for the previous month. The CFO conducts this process. During the closing process, all bank reconciliations are completed, and appropriate month-end adjustments are recorded. These include:

- Confirming that all control accounts agree to the subsidiary ledgers;
- Recording standard general journal entries;
- Reconciling payroll records and the related taxes (quarterly);
- Reconciling bank statements, general ledger accounts, and the trial balance;
- Printing and reviewing the cumulative general ledger, trial balance, revenue and expense accounts;
- Analyzing and investigating any discrepancies or significant variances; and
- Recording all accruals including grant revenues, receivables, and accounts payables.

6.2.2 Financial reports are provided to management, the Board of Trustees and regulating agencies on a timely basis to facilitate effective monitoring and oversight.

Financial reports for management

The monthly closing process generates the following reports:

- Statement of Financial Position ("Balance Sheet");
  - Accounts Receivable Aging
  - Accounts Payable Aging
- Budget versus Actual Comparison Report including revenues and expenses on an organization-wide basis for the latest month end to current fiscal year with variances;
- Any necessary grant specific Budget versus Actual Comparison Reports.

These reports provide the basis for the CFO to perform certain account analysis in areas where variances seem inappropriate or where additional information is needed. Upon completion of these account analyses and recording of additional adjustments as deemed necessary, the final month-end closing package is prepared and circulated to the Principal, who receives all reports listed above, after revisions. Financial reports for the Board of Trustees
On a monthly basis, the CFO circulates the following information to the Finance Committee/Board of Trustees prior to the board meeting:

- Statement of Financial Position;
- Budget versus Actual Comparison Report including revenues and expenses for the last month end to current fiscal year amounts, incorporating a variance analysis explaining variances in excess of $25,000 or 10% (whichever is larger) from the actual to the originally approved budget;
- 4-6 month cash flow, updated to current month, highlighting any periods of difficult cash flows; and
- Fundraising status update indicating the status of AoC’s fundraising efforts and open proposals.

Financial Reporting Policies of charter school regulating agencies:

AoC complies with all financial reporting requirements of the state and city agencies responsible for providing oversight for charter schools.

AoC provides its charter authorizer, SUNY and the State Education Department with required financial reports on time, and such reports are complete and follow generally accepted accounting principles.

The following reports are filed with its charter authorizer, SUNY and other regulating agencies in a timely, accurate and complete manner:

- Annual financial statement of audit reports, including federal Single Audit (A-133) if applicable.
- Annual budgets and cash flow statements
- Un-audited quarterly reports of income and expense
- Bi-monthly enrollment reports to the district and State Education Department
- Grant expenditure reports

SUNY requires the school to report the budget v/s actual amounts for various revenue and expenditure items. Management has implemented a Chart of Accounts in its Accounting system that is similar to the various revenue and expenditure categories required on the report. Prior to the start of the school year, the annual budget approved by the board, is recorded in the Accounting System. During the year, management records all the revenue earned and expenditures incurred in the general ledger. On a quarterly basis, the CFO generates the budget to actual report from the Accounting System and then exports the information in excel and formats it to meet the format required by SUNY. The report is submitted to the school’s finance committee for review and subsequent to review the report is emailed by the CFO to SUNY, prior to the deadline established, in order to meet the reporting requirement.

Subsequent to the end of the fiscal year, CFO utilizes the Accounting System to prepare the Financial Statements in accordance with GAAP. The Financial Statements prepared include: Statement of Financial Position, Statement of Financial Activities, Statement of Cash Flows. In addition to these reports, management utilizes its Accounting System to generate the lead-sheets and other supporting documentation for the Statement of Functional Expenses and other necessary information required for footnotes for the unaudited Financial Statements.
6.3 DOCUMENT RETENTION POLICY

Policies and Controls

6.3.1 Records will be maintained for the periods sufficient to satisfy IRS regulations, federal grant requirements, if applicable, and other legal needs as may be determined.

6.3.2 Record retention requirements are reviewed annually with the Board and independent auditors to determine any necessary changes.

Agency Procedures to Implement These Policies

6.3.1 Records will be maintained for the periods sufficient to satisfy IRS regulations, federal grant requirements, if applicable, and other legal needs as may be determined.

Record retention

AoC’s records are retained in compliance with government, legal, and funders’ requirements. When there is a conflict between federal, state and local record retention requirements, the longer retention period prevails. Certain important records, as determined by the Board, will be retained permanently, even if their retention is not required by law.

E-mail retention

The retention requirement for e-mail messages is determined by its content. It is the user’s responsibility to appropriately classify an e-mail message according to categories listed in the record retention schedules below and set up parameters for archiving their e-mail messages. Whether in electronic format or paper copy, e-mail correspondence is retained based on the record retention schedule.

Record destruction

Once the retention period has expired, AoC destroys the records in a manner that preserves the confidentiality of its contents. The Board of Trustees approves all destruction of records prior to commencement. Record destruction is performed under the direction of the CFO who is responsible for maintaining the record disposal log, which lists all records that were destroyed.

Upon receipt of any legal notice, all record destruction will cease until the end of the investigation.

6.3.2 Record retention requirements are reviewed annually with the Board and independent auditors to determine any necessary changes.

Review of policy

Record retention requirements are reviewed annually with the Board and independent auditors to determine any necessary changes.

<table>
<thead>
<tr>
<th>Type of Document</th>
<th>How Long to Retain</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td></td>
</tr>
<tr>
<td>Accounts payable ledgers</td>
<td>7 years</td>
</tr>
<tr>
<td>Account Type</td>
<td>Retention Period</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>Accounts receivable ledgers</td>
<td>7 years</td>
</tr>
<tr>
<td>Annual reports</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Annuity gift agreements</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Audited financial statements</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Bank deposit records</td>
<td>3 years</td>
</tr>
<tr>
<td>Bank reconciliations</td>
<td>7 years</td>
</tr>
<tr>
<td>Bank statements</td>
<td>7 years</td>
</tr>
<tr>
<td>Canceled checks (ordinary)</td>
<td>7 years</td>
</tr>
<tr>
<td>Canceled checks (taxes, property and important payments)</td>
<td>7 years</td>
</tr>
<tr>
<td>Contributions/donations/grants (unrestricted)</td>
<td>7 years</td>
</tr>
<tr>
<td>Contributions/donations/grants (temporarily restricted)</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Contributions/donations/grants (perm. restricted/endowment)</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Expense analyses/distribution schedules</td>
<td>7 years</td>
</tr>
<tr>
<td>Fixed asset records, appraisals, depreciation schedules</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Invoices (to customers/from vendors)</td>
<td>7 years</td>
</tr>
<tr>
<td>Life income agreements</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Physical inventory records</td>
<td>7 years</td>
</tr>
<tr>
<td>Purchase orders</td>
<td>3 years</td>
</tr>
<tr>
<td>Requisitions</td>
<td>7 years</td>
</tr>
<tr>
<td>Shipping and receiving reports</td>
<td>3 years</td>
</tr>
<tr>
<td>Subsidiary ledgers</td>
<td>7 years</td>
</tr>
<tr>
<td>Tax returns (IRS form 990) and worksheets</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Uncollectable accounts and write-offs</td>
<td>7 years</td>
</tr>
<tr>
<td>Vouchers for payment to vendors, employees and others</td>
<td>7 years</td>
</tr>
<tr>
<td>Withholding tax statements (W4's)</td>
<td>7 years</td>
</tr>
<tr>
<td><strong>Corporate</strong></td>
<td></td>
</tr>
<tr>
<td>Charters, constitutions, bylaws</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Contracts, mortgages, notes and leases (expired)</td>
<td>7 years</td>
</tr>
<tr>
<td>Contracts still in effect</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Deeds, mortgages, bills of sale</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Incorporation records, 501(c)(3) determination</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Labor contracts</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>Loan documents, notes</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Licenses</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Minutes from board meetings</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Patents and related papers</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Trademark registrations and copyrights</td>
<td>Indefinitely</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
</tr>
<tr>
<td>Garnishments</td>
<td>7 years</td>
</tr>
<tr>
<td>I-9</td>
<td>7 years</td>
</tr>
<tr>
<td>Payroll records and summaries</td>
<td>7 years</td>
</tr>
<tr>
<td>Personnel files (after termination)</td>
<td>7 years</td>
</tr>
<tr>
<td>Retirement and pension records</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Time sheets</td>
<td>3 years after termination</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td></td>
</tr>
<tr>
<td>Accident reports and claims</td>
<td>Indefinitely</td>
</tr>
<tr>
<td>Fire inspection reports</td>
<td>7 years</td>
</tr>
<tr>
<td>Group disability reports</td>
<td>7 years</td>
</tr>
<tr>
<td>Insurance records (expired contracts)</td>
<td>7 years</td>
</tr>
<tr>
<td>OSHA logs</td>
<td>3 years</td>
</tr>
<tr>
<td>Worker’s compensation documentation</td>
<td>7 years</td>
</tr>
<tr>
<td><strong>Correspondence</strong></td>
<td></td>
</tr>
<tr>
<td>Correspondence (general)</td>
<td>3 years</td>
</tr>
<tr>
<td>Correspondence (legal and important matters)</td>
<td>Indefinitely</td>
</tr>
<tr>
<td><strong>Electronic Documents</strong></td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td>30 days to 18 months</td>
</tr>
<tr>
<td>Records on servers, individual computers and diskettes</td>
<td>Reviewed annually</td>
</tr>
</tbody>
</table>
CHAPTER 7. Assets and Liabilities

7.1 CAPITAL ASSETS

INTERNAL CONTROL OBJECTIVES

Fixed Assets

☐ Capital assets are purchased only with proper authorization.

☐ Capital asset purchases are recorded correctly as to account, net asset classification amount, and period.

☐ Disposals, retirements, trade-ins, and write-offs are identified promptly and recorded correctly as to account, amount, and period.

☐ Capital assets are adequately safeguarded and insured.

☐ Depreciation is calculated correctly using proper lives and methods and is recorded in a timely manner.

Policies & Controls

7.1.1 Written requests for the purchase of capital assets are supported by sufficient operational and financial justification and are appropriately approved.

7.1.2 All fixed assets are properly identified, and inventoried on an annual basis.

7.1.3 Only leases and purchases that materially add to the value of the property and prolong the useful life are deemed to be capital assets.

7.1.4 Depreciable and non-depreciable fixed assets are appropriately recorded and depreciated.

7.1.5 Disposals of capital assets are properly authorized and recorded.

7.1.6 Valuable assets will be stored in a secured location with limited employee access.

Agency Procedures to Implement These Policies

7.1.1 Written requests for the purchase of capital assets are supported by sufficient operational and financial justification and are appropriately approved.

Asset purchase

Capital assets are purchased in accordance with AoC’s purchasing policies.

7.1.2 All fixed assets are properly identified, and inventoried on an annual basis.

Identification of capital assets

Acquisitions which add to the value of the property and prolong the useful life are deemed to be capital assets. Capital assets are categorized into one of the following categories:

- Land;
• Buildings and building improvements;
• Furniture, fixtures, and office equipment (includes desks, chairs, file cabinets and copiers, telephone, etc.);
• Leasehold improvements (includes replacing floors, roofing, etc in a leased building);
• Computer equipment (includes computers, printers, etc.);
• Construction in progress (includes work on a building that is not complete);
• Automobiles and transportation equipment; and
• Equipment leased under terms that meet criteria for capital leases.

Inventory process

On an annual basis, AoC takes a physical inventory of all assets to ensure the completeness and accuracy of the agency’s records. An employee who is not responsible for the custody or recordkeeping of the assets oversees the inventory process. All assets are examined to determine that they are currently in use, and results of the examinations are recorded with sufficient detail to identify the items inventoried.

The inventory of the assets on hand is compared to the fixed asset ledger. All differences are analyzed and resolved by the CFO and reviewed by the Principal. Adjustments to the agency’s records can be made only after appropriate approval has been received.

A record of lost, obsolete, damaged and unaccounted for inventory items should be reviewed and approved. Those items which are authorized to be removed from the records should be removed by the Principal and CFO.

If equipment is stolen, it should be written off of the current inventory record. The circumstances concerning the theft and the measures taken to recover the missing equipment should be documented and retained for audit purposes.

7.1.3. Only leases and purchases that materially add to the value of the property and prolong the useful life are deemed to be capital assets.

Lease-versus-purchase decision

Property, plant, and equipment may be obtained through long-term leases as an alternative to outright purchase. The purchase-versus-lease decision is incorporated into the annual capital budget. Decisions are made based on the net cost of the asset, taking into consideration cash flow as well as type of asset being acquired.

Requirements for capitalization

If a lease meets certain requirements, it is capitalized, with an offsetting capital lease obligation. A lease meets the requirements of a capital lease if it is non-cancelable and has at least one of the following characteristics:

• It passes title to the lessee;
• It contains a bargain purchase option;
• The lease term is at least 75% of the asset’s estimated life; and
• The present value of the minimum lease payments equals 90% of the asset’s fair value.
Operating lease payments are deemed to be equipment rental expense. A determination that the lease is classified as a capital lease should be made prior to the beginning of the lease term. The capital lease is recorded as an asset and a liability for an amount equal to the total minimum lease payments, and should be amortized over either the estimated useful life or the lease term depending on details of the lease transaction.

Expense versus capitalization of expenditures

Repair and maintenance expenditures are distinguished from expenditures for improvements, additions, renovations, alterations, and replacements. AoC follows the following guidelines in classifying these expenditures:

Repair and maintenance expenditures do not materially add to the value or extend the useful life of the property. Examples of repair expenses:

- Replacing broken glass;
- Painting and decorating the facility;
- Resurfacing a parking lot;
- Making temporary repairs to last less than one year; and
- Making minor repairs to fully depreciated assets.

Expenditures that increase the value of property, extend its life, or adapt it to a new or different use are capital expenditures. Significant improvements to property leased by the agency, including improvements that add value to the leasehold, are also capitalized.

If the useful life of the asset has been significantly extended, the remaining book value (original cost less depreciation) and the improvement costs are depreciated over the new life. Examples of repair expenditures that are capital expenditures:

- Replacing a roof, thereby substantially prolonging its life;
- Reconditioning equipment or machinery, thereby extending its life;
- Installing a new boiler system;
- Structural changes or alterations to organization-owned buildings, which become a part of the building and increase its life or value; and
- Significant improvements to property leased by the organization, improvements that add value to the leasehold (e.g., permanent office partitions).

Assets purchased with government funds

Assets purchased with government funds are tracked and monitored in the manner outlined above. However, on an interim basis, these acquisitions are expensed, as part of the program costs reportable under the grant. At the end of the year, the full cost is capitalized and depreciated over the assigned asset life, in accordance with generally accepted accounting principles.

If ownership can revert back to the government funding agency, these asset purchases are expensed in the year incurred as "non-capitalizable equipment" in the Statement of Functional Expenses.

7.1.4 Depreciable and non-depreciable fixed assets are appropriately recorded and depreciated.

Basis for cost
Depreciable assets are carried in the accounting records at the original net acquisition cost. Acquisition costs include the invoice price plus all expenses incurred to prepare the asset for operations, including such costs as preliminary engineering studies and surveys, legal fees to establish title, installation costs, freight, and labor and material used in construction or installation.

Non-depreciable capital assets (e.g., land) are carried in the records at the original net cost.

Capitalization of a construction project
Expenditures such as those for materials, labor, engineering, supervision, salaries and expenses, legal expenses, insurance, overhead, and interest are capitalized as "construction-in-progress" until the project is completed and placed in service. No depreciation is taken on construction-in-progress.
Upon completion of construction and placement in service, the asset is removed from construction-in-progress and entered into the detailed fixed asset ledger under the appropriate classification. Depreciation on the asset begins on the date the asset is placed in service.

Determination of useful life
The useful life is estimated when a capital asset is acquired. The useful life may be expressed in terms of time, units of production, or hours of service. The cost of an asset is allocated over the useful life via depreciation or depletion. When there is an indefinite useful life, such as that for land, no depreciation is taken.

If there is a significant change in the estimate of the remaining useful life after the asset is placed into service, the remaining cost to be depreciated is spread over the revised remaining life.

The CFO assigns the estimated useful life as part of the overall asset acquisition approval process.

Depreciation method
Depreciation of property and equipment over the estimated useful lives of the assets is calculated using the straight-line or accelerated method.
Circumstances when it may be appropriate to accelerate or decelerate depreciation charges for the current and future periods include:
- A significant change in the estimated useful life; or
- A change in the estimated salvage value.

The estimated useful lives of the various asset categories at AoC are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Years</th>
<th>Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property and Plant</td>
<td>39</td>
<td>Straight Line</td>
</tr>
<tr>
<td>Furniture &amp; Fixtures</td>
<td>7 years</td>
<td>Straight Line</td>
</tr>
<tr>
<td>Office Equipment</td>
<td>5 years</td>
<td>Straight Line</td>
</tr>
<tr>
<td>Computer Equipment</td>
<td>3 years</td>
<td>Straight Line</td>
</tr>
<tr>
<td>Automobile and Transportation</td>
<td>5 years</td>
<td>Straight Line</td>
</tr>
<tr>
<td>Equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Leases</td>
<td>Either lease term or</td>
<td></td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>estimated useful life</td>
<td>Straight Line</td>
</tr>
<tr>
<td>------------------------</td>
<td>-----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>Shorter of estimated useful life or lease term under GAAP.</td>
<td></td>
</tr>
</tbody>
</table>

As an alternative to prorating the depreciation in the year of acquisition or disposal, the agency takes one half year of depreciation in both the years of acquisition and disposal.

7.1.5 **Disposals of capital assets are properly authorized and recorded.**

**Authorization of disposal**

Control over the disposition of property is maintained not only to preserve the accuracy of the records but also to ensure that assets are safeguarded, improper disposal is prevented, and the best possible terms are received for disposal.

Disposal of capital assets occurs only after proper authorization has been given by the Principal and funding agency, if applicable.

The following procedures apply to the retirement and disposal of AoC company assets:

- An Asset Disposal Form is completed for all disposals.
- The Asset Disposal Form is reviewed and approved by a responsible employee who is knowledgeable of but not directly responsible for the asset, with ultimate approval by the Principal.
- No item of property, plant, or equipment is removed from the premises without a properly approved Asset Disposal Form.

**Recording disposal**

Once the retirement or sale has been properly approved and documented, the following procedures apply to the recording of the transaction:

- The cost is removed from the appropriate asset account.
- The related accumulated depreciation, including depreciation to date of disposal, is removed from the allowance for depreciation account. The profit or loss, adjusted for the cost of removal, is recorded as an income (gain) or expense (loss) item.
- When the disposal is a trade-in of a similar asset, the acquired asset is recorded at the book value of the trade-in asset plus any additional cash paid. In no instance should such cost exceed the fair market value for the new asset.

All disposals are recorded in the fixed assets ledger on a timely basis.

**Fully depreciated assets**

Fully depreciated assets remain in the fixed asset ledger with the related accumulated depreciation as long as the property is still in use to ensure accurate tracking and safeguarding of assets.

7.1.6 **Valuable assets will be stored in a secured location with limited employee access.**
Valuable assets, including laptop computers and other costly items, will be stored in a secured location with limited employee access. All laptop computers will be tagged with a unique identifier and locked. Employees are prohibited from removing equipment off of AoC premises without approval from the Principal.

Moreover, AoC controls access to school buildings by issuing keys to limited personnel. Key issuance records are maintained by the fiscal office, and AoC conducts periodic building security surveys to ensure a secure environment.
7.2 INVESTMENTS

**Currently AoC has not invested any excess funds into investments but rather maintained all amounts in cash and cash equivalent type accounts with banks. At the time this policy is reversed, this policy will become active.**

Policies & Controls

7.2.1 The purchase and sale of investments are properly approved, recorded, and reported.

7.2.2 Investment statements are properly reconciled to the supporting books and records on a periodic basis.

The Board has a responsibility to safeguard AoC’s assets, and to ensure that funds are used to further the organization’s goals. In addition, the Board must ensure that donor designations are honored, and that cash and other investments are managed wisely. Whether assets belong in restricted, temporarily restricted or unrestricted funds, these assets should be invested wisely.

AoC’s Board, acting through the Finance committee, adopts and annually reviews investment policies and procedures that address basic investment policies and guidelines, assignment of fiduciary responsibility, due diligence and oversight of investment managers, and reporting procedures.

Basic policies and guidelines

The investment policy specifies:

- The Board’s investment risk tolerance;
- AoC’s investment goals with regard to meeting return targets;
- Overall investment guidelines, including, for example, prohibitions on certain classes of securities;
- AoC’s asset pools and the level of funds to be allocated to each pool; and
- The target asset allocation, including reasonable ranges within which portfolio allocations may vary.

Guidelines are reviewed and updated annually (and whenever significant market events or changes in school strategy occur).

AoC’s Investment Objectives

AoC’s investment objectives are to achieve long-term real rate of return growth net of its strategic spending policy expectations, net of inflation, and provide a ready source of capital without subjecting AoC to large investment losses that could erode the ability of AoC to meet future long-term financial commitments. The following goals, consistent with the above-described purposes, are adopted:
The primary goal of AoC's investment assets is to achieve long-term real rate of return growth to provide a ready source of capital to meet the needs of AoC. This will be accomplished through a carefully planned and executed long-term investment program.

Investments will be managed on a total return basis. While AoC recognizes the importance of the preservation of capital, they also adhere to the principle that varying degrees of investment risk are generally rewarded with concomitant returns over the long-term.

The total portfolio over the long term will be expected to:

- Produce a total long-term real (above inflation) return of 5% (annualized, net of fees, over a full market cycle), and
- Exceed a weighted benchmark return based upon policy asset allocation targets and standard index returns over rolling five-year periods. AoC realizes that market performance varies and that a 5% real rate of return may not be meaningful in some periods.

AoC acknowledges that to earn a long-term real return of 5% prudent risk-taking is essential within the context of overall portfolio diversification to meet this goal. Investment strategies are considered primarily in light of their impact on total portfolio assets subject to any applicable restrictions set forth in the Socially Responsible Investing guidelines, and shall at times comply with applicable state and federal regulations and "prudent person" standards.

AoC has a long-term investment horizon, and utilizes an asset allocation, which encompasses a strategic, long-run perspective of capital markets. It is recognized that a strategic long-run asset allocation plan implemented in a consistent and disciplined manner will be the major determinant of investment performance.
7.3 INSURANCE

Policies & Controls

7.3.1 Insurance coverage is maintained in adequate amounts to support AoC’s operation and protect the employees and Board members in carrying out the organization’s exempt purpose.

7.3.2 Coverage is maintained at levels recommended by the Principal and approved by the Board of Trustees but at no less than the amounts stipulated in funding agreements.

Agency Procedures to Implement These Policies

7.3.1 Insurance coverage is maintained in adequate amounts to support AoC’s operation and protect the employees and Board members in carrying out the organization’s exempt purpose.

Areas of coverage

Annually, the CFO and the Principal review with the Finance Committee the need for the following types of insurance coverage based on exposure of the organization to risk:

- Director and Officers liability;
- General liability;
- Business travel;
- Fire/theft;
- Employee dishonesty;
- Hired and non-owned auto;
- Professional liability;
- Employment practices;
- Business interruption; and
- Hurricane/flood.

7.3.2 Coverage is maintained at levels recommended by the Principal and approved by the Board of Trustees but at no less than the amounts stipulated in funding agreements.

Approval and recommendations for revisions

During the annual review process, the Principal reviews government grants and contracts, including any equipment lease agreements and building acquisition financing contracts, in effect to ensure compliance with any stipulated limits.

Recommendations developed in the annual review are passed on to the Finance Committee for approval. The Principal then implements the joint decision.

Coverage for AoC is reviewed by the Board of Trustees on an annual basis.
7.4 ASSUMPTION AND AUTHORIZATION OF DEBT

Policies & Controls
7.4.1 All debt must be approved and documented by the Board of Trustees in accordance with the By-Laws of the Corporation.

Agency Procedures to Implement These Policies
7.4.1 All debt must be approved and documented by the Board of Trustees in accordance with the By-Laws of the Corporation.

Debt approval and agreement
The Board of Trustees prepares a resolution to document the Board’s approval of the issuance of the debt. The authorization is documented in the minutes of the meeting of the Board. A copy of the resolution approving the issuance of the debt is maintained with the executed copy of the debt agreement.

Records and collateralization of debt
A record is maintained of the assets collateralizing the debt, if any. The assets are specifically identified. The record is updated periodically (e.g., depreciation noted) to reflect the current book value of the assets. AoC ensures that an asset does not have funder-imposed restrictions prior to pledging such asset as collateral for a debt.

Board resolution
A Board resolution is presented to the third party with whom the debt is being established.
CHAPTER 8. Governance

The Board of Trustees of Aoc is committed to providing effective financial oversight, including having made financial decisions that further AoC’s mission, program and goals. To that end, the Board has adopted the following charters and policies:

- Finance and Audit Responsibilities of the Board of Trustees and Executive Committee
- Code of Ethics
- Conflict of Interest Policy
- Whistleblower Policy
- Compensation Policy

8.1 Finance and Audit Responsibilities of the Board of Trustees and Executive Committee

Board Members General Responsibilities:

- To be knowledgeable about the organization—its mission, strengths and needs.
- To attend board meetings, and be prepared to help formulate policy for the organization.
- To serve actively on a board committee.
- To be available for consultation and willing to use expertise at a level that will enhance the organization, but also be practical in terms of time for the individual.
- To be an ambassador for the organization both in heightening awareness about its mission, and bringing vital information to the organization.
- To strengthen the financial base by assisting in the organization’s fundraising effort and making a personally significant contribution in keeping with individual resources.
- Help with the recruitment, orientation, and training of new Board members.
- Participate actively in fundraising and prospect development by providing and reviewing lists, signing appeal letters, attending events, and joining in solicitation meetings with individuals, foundations, and corporations.
- Understand the importance of Board leadership in fundraising, contribute commensurate with capability.

Board of Trustees’ fiscal responsibilities

The Board of Trustees of AoC and the Executive Committee exercises its financial oversight to fulfill the following responsibilities:
The Board approves the fiscal policies of AoC. Policies are adopted by the Board and annually updated.

The Board is aware and knowledgeable of its fiscal responsibilities.

The Board reviews and approves AoC’s annual budget. The Board reviews and approves operating, cash, and capital budgets for AoC annually.

The Board monitors key variances between AoC budget and the current financial reports on a regular basis. The Finance Committee receives and reviews variance reports monthly, and reports to the Board at each Board meeting.

The Board approves large expenditures in excess of a pre-determined limit. AoC establishes a threshold amount on purchases for which Board approval is required.

**Finance and Audit Committee’s fiscal responsibilities**

The Finance and Audit Committee carries out the following financial and audit oversight responsibilities:

### Overall

- Each member of the Finance and Audit Committee shall be a member of the Board of Trustees, in good standing, and shall be independent in order to serve on this committee.

- At least one member of the Finance and Audit Committee shall be designated as a financial expert.

- The Committee meets at least 4 times per year. The Finance and Audit Committee may ask members of management or others to attend the meetings and provide pertinent information as necessary.

- The Committee reviews its own effectiveness with a self-assessment evaluation of all members.

### Financial Responsibilities

The Finance and Audit Committee commits to:

- Inquire about significant risks or exposures facing the organization; assess the steps management has taken or proposes to take to minimize such risks; and periodically review compliance with such steps.

- Review the adequacy of the organization’s internal controls including computerized information system controls and security.

- Review procedures for receipt, retention and treatment of complaints regarding accounting, internal controls, or auditing matters by any party internal or external to the organization (whistleblower policy).

- Review policies and procedures with respect to officers’ expense accounts, if there are any.

### Audit Responsibilities

The Finance and Audit Committee commits to:

- Appoint the independent auditors to be engaged by the company, establish the audit fees, and pre-approve any non-audit services before the services are rendered. Review and evaluate the performance of the independent auditors and review with the full Board of Trustees any proposed discharge of the independent auditors.
- Review the financial statements, audit of the financial statements, judgments about the quality (not just acceptability) of organization's accounting principles, significant changes required in the audit plan, and serious difficulties with management during the audit.
- Review all material written communications between the independent auditors and management, such as the management letter.
- Review legal and regulatory matters that may have a material impact on the financial statements.
8.2 Code of Ethics

The Board of Trustees (the “Board”) of the Academy of the City Charter School (the “School”) recognizes that sound ethical standards of conduct serve to increase the effectiveness of members of the Board (each a “Trustee” and collectively, “Trustees”) and the School’s staff. Actions based on an ethical code of conduct promote public confidence and the attainment of the School’s goals and objectives. The Board also recognizes its obligation to adopt this code of ethics (the “Code of Ethics”) consistent with the provisions of the New York State General Municipal Law and as required under the provisions of the New York Education Law and the New York Not-for-Profit Corporation Law, as amended by the Non-Profit Revitalization Act of 2013.

The Trustees, officers and employees of the School shall at all times be in compliance with the letter and spirit of the Code of Ethics. Trustees, officers and employees, as part of their service to or employment by the School, shall be furnished a copy of and shall also agree to adhere to this Code of Ethics. The Chair of the Board shall cause a copy of this Code of Ethics to be distributed annually to every Trustee, officer and employee of the School. This Code of Ethics is incorporated by reference into the School’s duly adopted by-laws (the “By-laws”). Terms not defined herein shall have the meaning ascribed to them in the By-laws.

1. Management of the School. The Board shall conduct or direct the affairs of the School and exercise its powers subject to the provisions of applicable federal, state or local law, (including the Education Law and Not-for-Profit Corporation Law), as well as the requirements set forth in the School’s Charter and By-laws. The Board may delegate aspects of the management of school activities to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board’s ultimate jurisdiction.

2. Makeup of the Board. All Board members shall be at least 21 years of age. Not more than 40 percent of the Board may be comprised of: (a) people currently being compensated by the School for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any person in a Trustee’s Family.

3. Representation before the Board. A Trustee, officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board.

4. Representation before the Board for a Contingent Fee. A Trustee, officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board, whereby the compensation is to be dependent or contingent upon any action by the School with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

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2 General Municipal Law § 806(2).
3 General Municipal Law § 805-a(1)(c).
4 General Municipal Law § 805-a(1)(d)
5. **Participation in Board Discussions and Votes.** Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Committee thereof, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a “self-dealing transaction” (see below); (b) a potential Conflict of Interest (as defined in the Board’s Conflict of Interest Policy (the “Conflict of Interest Policy”) and also incorporated in the By-laws; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees.

6. **Confidential Information.** No Trustee, officer or employee shall disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her own personal interest. In addition, he or she shall not disclose information regarding any matters discussed in an executive session of the Board, whether such information is deemed confidential or not.\(^5\)

7. **Self-Dealing Transactions.** A “Self-dealing transaction” shall mean a transaction to which the School is a party and in which one or more of the individual Trustees, officers or employees has a financial interest. Neither members of the Board nor the employees of the School shall engage in any Self-Dealing Transaction, except as approved by the Board and in compliance with the Conflict of Interest Policy. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board’s general standard of care: a transaction that is part of a public or charitable program of the School, if the transaction (a) is approved or authorized by the Board in good faith and determined by the Board to be in the best interest of the School and without favoritism, and (b) results in a benefit to one or more Trustees or their families solely because they are in a class of persons intended to be benefited by the program.

8. **Loans.** The Board shall not make any sort of monetary loan to a Trustee, and no Trustee shall ask the Board for any such loan or borrow against the School’s monies.

9. **Disclosure of Interest in Matters before the Board.** Any Trustee, officer or employee, whether paid or unpaid, who participates in the discussion or gives official opinion to the Board on any matter before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other interest he or she has, will have or later acquires, or that his or her spouse has, will have or later acquires, in such matter.\(^6\) Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board’s interest. Such written disclosure shall be made part of and set forth in the official record of the proceedings of the Board. A Trustee, officer or employee shall be deemed to have an “interest” in a contract or other transaction if he or she, or such person’s spouse, minor children and dependents, is the party (or one of the parties) contracting or dealing with the School (except a contract of employment with the School), or is a director, trustee, officer or employee of or has a significant financial or influential interest in the entity contracting or dealing with the School.

10. **Not-for-Profit Disclosure.** Trustees, officers or employees representing any not-for-profit entity proposing to do business with the School shall disclose to the Board the nature and extent of

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\(^5\) General Municipal Law § 805-a(1)(b).

\(^6\) General Municipal Law § 803.
such business propositions.

11. **Business Relationship with the School.** No Trustee, officer or employee of a for-profit entity having a business relationship with the School shall serve as a voting member of the Board for the duration of such business relationship, unless the business relationship qualifies as one of the Exceptions to Conflicts of Interest set forth in the Conflict of Interest Policy and the approval of such relationship otherwise complies with the terms and procedures of the Conflict of Interest Policy and in any such case, shall not be permitted to be an officer of the Board.

12. **Investments in Conflict with Official Duties.** A Trustee, officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.\(^7\)

13. **Private Employment.** A Trustee, officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.\(^8\)

14. **Future Employment.** A Trustee, officer or employee shall not, after the termination of service or employment with the Board, appear before the Board or any panel or committee of the Board in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former Trustee, officer or employee of any claim, account, demand or suit against the School or district on his or her behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.\(^9\)

15. **Educational Management Organization.** In no instance shall a Trustee, officer or employee of a for-profit educational management organization having a business relationship with the School serve as a voting member of the Board for the duration of such business relationship.

16. **Organizational Limit on Board Seats.** Trustees, officers, or employees of any organization shall hold no more than 40 percent of the total seats comprising the Board.

17. **Undue Influence.** Trustees, officers or employees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, the Trustee, officer or employee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters and the Trustee’s interest in the matter will be reflected in the Board minutes.

18. **Financial Disclosure.** Trustees, officers and employees shall make all appropriate financial disclosures whenever a grievance or conflict of interest is lodged against them.

19. **Gifts.** No Trustee, officer or employee shall, directly or indirectly, solicit any gifts, nor shall any Trustee, officer or employee accept or receive any single gift having a value of $75 or more, or

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\(^7\) General Municipal Law § 806(1)(a).

\(^8\) Id.

\(^9\) Id.
gifts from the same source having a cumulative value of $75 or more over a twelve-month period, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, if it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part. Trustees, officers and employees shall report to the Board their acceptance of any gift or privilege worth $75 or more from any person or organization that is doing business or may potentially do business with or provide services to the charter school. Such reporting must occur at the next board meeting following receipt of the gift. ¹⁰

20. Political Contributions. The Trustees, officers, or employees of the School may never ask a subordinate, a student or a parent or guardian of a student to work on or give to any political campaign.

Related Party Transactions. The School has not had, nor does it anticipate having, any Related Party Transactions that have occurred or may occur as a result of a less than arm’s length relationship with a Related Party. The School has established requirements and procedures in its Conflict of Interest Policy to ensure that all transactions are at arm’s length and that, in the event that a less-than-arm’s length agreement might occur, proper and timely disclosures are made and any interested party must recuse him or herself from the decision-making process.

¹⁰ General Municipal Law §805-a(1)(a).
8.3 Conflict of Interest

1. **Purpose.** The purpose of this conflict of interest policy (the “Policy”) is to protect the interests of Academy of the City Charter School (the “School”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, employee or Trustee of the School or that might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable federal, state or local laws (the “Laws”) governing conflicts of interest applicable to charter schools and charitable organizations, to the extent such Laws apply to charter schools. In particular, this revised Policy is intended to comply with, among other sections of New York State Law and the School’s authorizer’s regulations/contractual requirements, the Non-Profit Revitalization Act of 2013, and New York General Municipal Law sections 800 through 806 (“GML”), interpreted in accordance with those provisions of the GML and anything contrary to those provisions herein shall be considered null and void (but only to the extent of any such contradictions) and comply. This Policy along with the School’s code of ethics (the “Code of Ethics”) are incorporated by reference in the School’s duly adopted by-laws (the “By-laws”). Terms not defined herein shall have the meaning ascribed to them in the By-laws.

2. **Definitions.**

   (a) **Interested Person.** Any Trustee, officer, employee or member of a committee with powers delegated by the School’s Board of Trustees (the “Board”), who has a direct or indirect Interest, as defined below, is an “Interested Person.”

   (b) **Interest.** A person has an “Interest” if the person has, directly or indirectly, through business, investment, or Family (as defined in the Code of Ethics):

      (i) an ownership or investment interest, directly or indirectly, in any entity with which the School has a transaction or arrangement,

      (ii) a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

      (iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

   (c) **Compensation.** “Compensation” is defined to include direct and indirect remuneration as well as gifts or favors that are not insubstantial. Except as specified in Section 3(f) (“Express Prohibitions”), a person who has an Interest shall have a Conflict of Interest only if the Board or the appropriate committee determines that a Conflict of Interest exists.

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The Non-Profit Revitalization Act of 2013 (the “NPRA”) amended, among other sections of the Law, Section 715 of the not-for-profit corporation law (“NCL”) by adding Sections 715-a and 715-b which imposed certain requirements related to the adoption of a conflict of interest policy. Section 715-a(D) of the NCL, however, states in relevant part that “a corporation that has adopted and possesses a conflict of interest policy pursuant to federal, state or local laws that is substantially consistent with the provisions of paragraph (B) of this Section [715-a] shall be deemed in compliance with the provisions of this Section [715-a].” While this revised policy includes amendments to the School’s current policy, the applicability of the GML already contains requirements for a charter school to adopt with respect to conflicts of interest and it is therefore the School’s position that the School is in compliance with requirements under the NPRA within Section 715-a in general and 715-a(D) as well.
3. **Procedures.**

   (a) **Duty to Disclose.** In connection with any actual or potential conflict of interest, an Interested Person shall disclose the existence of the Interest in writing to the Board as soon as he or she has knowledge of it and the Board shall give such Interested Person the opportunity to disclose all material facts related thereto to the Board or designated committee considering the proposed transaction or arrangement. Such written disclosure shall be made part of and set forth in the Board minutes.

   (b) **Determining Whether a Conflict of Interest Exists.** After disclosure of the Interest and all material facts related thereto, the Interested Person shall leave the meeting of the Board or designated committee while a determination is made as to whether a conflict of interest (“Conflict of Interest”) exists. No Trustee shall vote on any matter in which he or she has a Conflict of Interest nor shall a trustee attempt to influence improperly the deliberation or voting on the matter in which the Trustee has a conflict. For the avoidance of doubt, a Conflict of Interest exists with respect to any Interest when an Interested Person has the power or the duty to:

   (i) negotiate, prepare, authorize or approve the transaction or arrangement, or authorize or approve payment under the transaction or arrangement;

   (ii) audit bills or claims related to the transaction or arrangement; or

   (iii) appoint an officer or employee who has any of the powers or duties discussed in clauses (i) or (ii) of this Section 3(b);

A Conflict of Interest also exists if the Treasurer of the School has an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the School in which he or she is an officer or employee. Notwithstanding anything to the contrary in this Policy, the Board shall not enter into, or knowingly remain a party to, any transaction or arrangement that constitutes a Conflict of Interest.

   (c) **Circumstances in Which Comparability Data is Necessary.** An Interested Person may make a presentation at the Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest.

   (i) If the transaction involves compensation for services of a member of the Board, a senior executive, or other individual deemed to be a disqualified person under the federal tax laws and regulations, or if the transaction involves the transfer of property or other benefit to a Trustee, senior executive or other individual deemed to be a disqualified person under the federal tax laws and regulations, the disinterested members of the Board or committee must determine that the value of the economic benefit provided by the School to the interested person or persons does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data (“Comparability Data”).

   (ii) When considering the comparability of compensation for example, the relevant data which the Board or committee may consider includes, but is not limited to, the following: (1) compensation levels paid by similarly situated schools; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written
offers from similar institutions competing for the same person's services. When the transaction involves
the transfer of real property as compensation, the relevant factors include, but are not limited to, (1)
current independent appraisals of the property and (2) offers received in a competitive bidding process.

(iii) Based on the Comparability Data, the Board or committee shall determine by a
majority vote of the disinterested directors or committee members whether the transaction or
arrangement is fair and reasonable to the School. In conformity with the above determination it shall
make its decision as to whether to enter into the transaction or arrangement.

(iv) If such transaction or arrangement is approved by the Board or committee, the
Comparability Data and the approval shall be made part of and set forth in the Board minutes in
accordance with Section 4 below.

(d) Violations of the Conflict of Interest Policy. If the Board or a committee thereof
has reasonable cause to believe an Interested Person has failed to disclose actual or possible Conflicts of
Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested
Person an opportunity to explain the alleged failure to disclose. If, after hearing the Interested Person’s
response and after making further investigation as warranted by the circumstances, the Board or a
committee thereof determines the Interested Person has failed to disclose an actual or possible Conflict
of Interest, it shall take appropriate disciplinary and corrective action.

(e) Exceptions to Conflicts of Interest. Notwithstanding anything to the contrary in
this Policy, transactions or arrangements described in this Section 3(e) shall not be Conflicts of Interest,
but shall be subject to the disclosure and determination obligations set forth in Section 3 above:

(i) the designation of a bank or trust company as a depository, paying
agent, registration agent or for investment of funds of the School except when the Treasurer, or
his or her deputy or employee, has an interest in such bank or trust company;

(ii) a contract with a person, firm, corporation or association in which an
Interested Person has an Interest that is prohibited solely by reason of employment as an officer
or employee thereof, if the remuneration of such employment will not be directly affected as a
result of such contract and the duties of such employment do not directly involve the
procurement, preparation or performance of any part of such contract;

(iii) the designation of a newspaper, including but not limited to an official
newspaper, for the publication of any notice, resolution, ordinance or other proceeding where
such publication is required or authorized by law;

(iv) the purchase by the School of real property or an interest therein,
provided the purchase and the consideration therefore is approved by order of the supreme
court upon petition of the Board;

(v) the acquisition of real property or an interest therein, through
condemnation proceedings according to law;

(vi) the sale of lands and notes pursuant to Section 60.10 of the New York
Local Finance Law;

(vii) a contract in which Interested Person has an Interest if such contract
was entered into prior to the time he or she was elected or appointed to the position by virtue
of which he or she is an Interested Person, but this does not authorize a renewal of any such contract;

(viii) employment of a licensed physician as school physician for the School upon authorization by a two-thirds vote of the Board;

(ix) a contract for the furnishing of public utility services when the rates or charges therefore are fixed or regulated by the public service commission;

(x) a contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part-time service in the official duties of the office;

(xi) a contract in which an Interested Person has an Interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such Interested Person has an Interest during the fiscal year, does not exceed the sum of seven hundred and fifty dollars ($750);

(xii) a contract with a member of a private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract.

(f) Express Prohibitions. Notwithstanding anything to the contrary in this Policy, there shall be a Conflict of Interest if any of the following conditions are present:

(i) if an Interested Person directly or indirectly solicits, accepts or receives any gift having a value of seventy-five dollars ($75) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to or could reasonably be expected to influence him or her in the performance of his or her official duties, or was intended as a reward for any official action on his or her part;

(ii) if an Interested Person discloses confidential information acquired in the course of his or her official duties or uses such information to further his or her personal interests;

(iii) if an Interested Person receives or enters into any agreement, express or implied, for Compensation for services to be rendered in relation to any matter before the School where he or she is an officer, member or employee of the School over which he or she has jurisdiction or to which he or she the power to appoint any member, officer or employee unless such agreement is negotiated at arms-length with a not-for-profit entity and the Interested Person has no part in voting on or attempting to influence the Board’s acceptance of any of the terms of any such agreement;

(iv) if an Interested Person receives or enters into any agreement, express or implied, for Compensation for services to be rendered in relation to any matter before the School whereby the compensation is to be dependent or contingent upon any action by the
School. This does not prohibit the fixing of fees based upon the reasonable value of services rendered;

(v) Trustees, officers or Employees of a for-profit educational management organization \(^{12}\) seek to have a business relationship with the School and serve as a voting member of the Board for the duration of such business relationship;

(vi) Trustees, officers, or employees of any single external organization seek to hold more than 40% of the total seats comprising the Board;

(vii) Trustees, Officers and Key Employees ask a subordinate, a student or a parent of a student to work on or give to any political campaign; or

(viii) An Officer of the Board would be classified as an Interested Person due to its relationship with an organization that has a business relationship with the School.

4. **Records of Proceedings.** The minutes of the Board and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have an Interest in connection with an actual or possible Conflict of Interest, the nature of the Interest, any action taken to determine whether a Conflict of Interest was present, and the Board’s or committee’s decision as to whether a Conflict of Interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the actual or possible Conflict of Interest, the content of the discussion including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. **Compensation.**

(a) A voting member of the Board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.

(c) No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

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\(^{12}\) Unless the School has an existing relationship with for-profit management company, it is prohibited by the New York Charter School Act (as amended in 2007) from adding a for-profit management company.
6. **Initial and Annual Statements.** Prior to the initial election of a Trustee or appointment of to a committee and each year thereafter, each Trustee, officer, and member of a committee with Board-delegated powers shall annually sign a statement that affirms such person: (a) has received a copy of this Policy and the Code of Ethics, (b) has read and understands this Policy and the School's Code of Ethics, (c) has agreed to comply with this Policy and the School's Code of Ethics, and (d) understands the School is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. Failure to receive a copy of this Policy and the Code of Ethics or failure to annually sign a statement that affirms such receipt, shall have no effect on the duty of compliance with this Policy or the Code of Ethics or with compliance with Article 18, Sections 800-806 of the New York GML and the Non-Profit Revitalization Act of 2013.

7. **Periodic Reviews.** To ensure that the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) whether compensation arrangements and benefits are reasonable based on competent survey information, and are the result of arm's length bargaining; (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. **Use of Outside Experts.** When conducting the periodic reviews as provided for in Section 7, the School may, but need not, use outside advisors. Any use of outside experts shall not relieve the Board of its responsibility to ensure that periodic reviews are conducted.

9. **Penalties.**

   (a) Any contract willfully entered into by or with the School in which there is a prohibited interest shall be null and void and unenforceable;

   (b) The law further authorizes, in addition to any other penalty imposed, that any person who knowingly and intentionally violates the above may be fined, suspended, or removed from office or employment in the manner provided by law.
8.4 Whistleblower Policy

I. PURPOSE.

This Whistleblower Policy will serve to safeguard high standards of organizational and personal ethics at the Academy of the City Charter School (the “School”). It will encourage all trustees, officers, employees and agents to practice honesty and integrity in fulfilling their responsibilities and to comply with all applicable laws and regulations. Toward that end, this policy addresses the submission by trustees, officers, employees and agents of complaints, concerns, and suspected violations with respect to one or more of the following matters:

- Questionable financial practices;
- Compliance with legal and regulatory requirements;
- A violation or suspected violation of the School’s conflict of interest policy; and
- A retaliatory act against an individual who reports a suspected violation of any of the above.

II. RESPONSIBILITIES OF THE BOARD OF TRUSTEES WITH RESPECT TO SPECIFIED COMPLAINTS.

The Board of Trustees of the School (the “Board”) will receive, retain, investigate, and act on complaints and concerns (“Reports”) regarding:

- Questionable financial practices, including, but not limited to, the misuse of the School’s assets, the circumvention or attempted circumvention of accounting procedures or internal controls, or conduct that would otherwise constitute a violation of the School’s financial policies (“Financial Allegation”);
- Compliance with legal and regulatory requirements (“Legal Allegation”); and
- Retaliation against individuals who make Financial Allegations or Legal Allegations (“Retaliatory Act”).

III. PROCEDURES FOR MAKING COMPLAINTS/REPORTING VIOLATIONS.

Complaints, concerns and suspected violations should be reported to a member of the Board.

IV. PROCEDURES FOR RECEIVING REPORTS.

Any Report that is made directly to any trustee or officer, whether openly, confidentially or anonymously, will be promptly reported to the Board. Concerns expressed anonymously will be investigated to the extent possible. However, anonymity could become an obstacle to full review and resolution of a concern by the School and therefore an individual may be asked to provide certain additional identifying details in order for the School to conduct a thorough investigation of their allegations.

The Board will notify the complainant – if his/her identity is known – and acknowledge receipt of the Report within seven (7) days.

Each Report forwarded to the Board, and each Report that is made directly to the Board – whether openly, confidentially or anonymously – will be reviewed by the Board. The Board will have discretion
to consult with anyone who is not the subject of the allegation and may have appropriate expertise to assist the Board. The Board will determine whether to investigate the Report, taking into account the considerations set forth in Section V below.

If the Board determines that it should investigate the Report, the Board will promptly determine what professional assistance, if any, it needs in order to conduct the investigation. The Board will be free in its discretion to engage outside auditors, counsel or other experts to assist in the investigation and in the analysis of results.

V. CONSIDERATIONS IN DETERMINING WHETHER THE BOARD SHOULD INVESTIGATE A REPORT.

In determining whether the Board should investigate a Report, the Board will consider, among any other factors that are appropriate under the circumstances, the following:

- Who is the alleged wrongdoer?
- How serious is the alleged wrongdoing?
- How credible is the allegation of wrongdoing?

VI. PROTECTION OF WHISTLEBLOWERS.

Non-retribution.

The School, including the Board, and the officers, will not retaliate and will not tolerate any retaliation by any other person or group, directly or indirectly, against anyone who, in good faith, makes a Report or provides assistance to the Board or any other person or group, including any governmental, regulatory or law enforcement body, investigating a Report.

An officer, trustee or employee who retaliates against someone who has reported a violation is subject to discipline up to and including removal from the office or from the Board or termination of employment.

Confidentiality.

The School, including the Board, and the officers, will not, unless compelled by judicial or other legal process, reveal the identity of any person who makes a Report or provides assistance to the Board, including any governmental, regulatory or law enforcement body, in investigating a Report and who, in each case, asks that his/her identity as the person who made such Report or provided assistance in connection with such Report remain confidential. The Board also will not make any effort, or tolerate any effort made by any other person or group, to ascertain the identity of any person who makes a Report anonymously.

VII. RECORDS.

The School will retain for a period of seven years all records relating to any Report and investigation.
8.5 Executive Compensation Policy

Executive Compensation is reviewed annually by the Board of Trustees.

Determining Executive Compensation
When hiring the Principal and other key employees, and thereafter on an annual basis, the Executive, Compensation and Governance Committee of the Board of Trustees performs a thorough review to determine acceptable compensation. This process includes a review of comparable data by the Finance and Hiring Committee. Comparability data can include published compensation surveys and executive compensation reported in the Form 990 of like organizations. The Hiring Committee consults the full Board when making the final determination. The Board retains contemporaneous substantiation of the deliberation and decision.

A Key Employee is defined as those persons, other than officers, directors, and trustees, who:
   a) Had reportable compensation exceeding $150,000 for the year (the “$150,000 test”);
   b) Had or shared organization-wide control or influence similar to that of an officer, director, or trustee, or managed or had authority or control over at least 10 percent of the organization’s activities (the “responsibility test”); AND

Were within that group of the organization’s top 20 highest paid persons for the year who satisfied both the $150,000 test and the responsibility test.

13 *As defined in the 2008 Instructions for Form 990 – Core Form, Part VII
CHAPTER 9. Information and Technology

Policies & Controls

9.1 Data and information is protected from unauthorized access, use, modification, disclosure, and destruction.

9.2 All critical data is backed up regularly and securely.

Agency Procedures to Implement These Policies

9.1 Data and information is protected from unauthorized access, use, modification, disclosure, and destruction.

Security

Security controls are fully implemented for the network operating system and applications to ensure the safety, confidentiality and integrity of all information and systems.

- Internet firewalls and web application security are employed where appropriate.
- Users are provided with regularly updated virus protection.
- Sensitive material is encrypted for transmission, and is not discarded in readable form.
- Staff handling information technology are adequately trained to perform their functions, and are prohibited from initiating changes to Finance and Human Resources master files.
- Employees are adequately trained in the policies and procedures regarding system usage and security requirements.

Physical Safeguards

Physical security controls are fully implemented for the network operating system to ensure protection against physical access to the system by unauthorized personnel or others, as well as protection against physical damage, including power surges, fire, water, and damage done by employees. This includes computer systems and telecommunications equipment being kept in a locked, secure area with access restricted to authorized personnel.

User Access

Authorization and privilege controls are fully implemented for the network operating system and applications, such as those that restrict access to the overall system, as well as to specific applications and information, to those with specific, authorized business purposes.

- Individually assigned passwords are required, with requirement for size and composition, and lock out upon reaching failed attempts threshold.
- Appropriate measures to protect unattended workstations are in place, including automatic locking of the computer after a specified period of inactivity.
- User access rights are revised upon transfer or change of employee responsibilities and eliminated upon termination of employment.
- Regular reviews of security logs are performed to determine possible security violations.

9.2 All critical data is backed up regularly and securely.
Disaster Recovery

Backups are done on a daily basis and stored offsite to ensure data is available in case of a disaster. Backup planning includes the identification of all critical programs, documentation and support items that would be necessary to perform essential tasks during a recovery period.

CFO ensures that a backup of the Accounting database and all necessary financial excel and word document is perform on a periodic basic. All such backup are share with the Principal.
Appendices

Academy of the City Charter School
Appendix A. Sample Agreements
SAMPLE CREDIT CARDHOLDER AGREEMENT

I, __________________________________________, hereby acknowledge receipt of the following:

Credit card: _____________________________________________

(Type of credit card) (Credit card number)

I understand that improper use of this card may result in disciplinary action, as well as personal liability for any improper purchases. As a cardholder, I agree to comply with the terms and conditions of this agreement, including the attached AoC Credit Card Policies and Procedures agreement.

I acknowledge receipt of said Agreement and Policies/Procedures and confirm that I have read and understand the terms and conditions. I understand that by using this card, I will be making financial commitments on behalf of AoC and that AoC will be liable to ______________________________________ for all charges made on this card.

(Name of Credit Card Company)

I will follow AoC’s purchasing procedures when making purchases with this credit card, and strive to obtain the best value for AoC when purchasing merchandise and/or services with this card.

As a holder of this AoC card, I agree to accept the responsibility and accountability for the protection and proper use of the card, as enumerated above. I will return the card to the Principal, upon demand, during the period of my employment. I further agree to return the card upon termination of employment. I understand that the card is not to be used for personal purchases. If the card is used for personal purchases or for purchases for any other entity, AoC will be entitled to reimbursement from me of such purchases. AoC shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with costs of collection and reasonable attorney fees.

Signature ____________________________ Date __________

(Cardholder)

Signature ____________________________ Date __________

(Principal)
SAMPLE CELLPHONE USER AGREEMENT

I, ____________________________, hereby acknowledge receipt of the following

Cell phone: __________________________ / __________________________

(Type of phone) (cellular phone number)

I understand that improper use of this cell phone may result in disciplinary action, as outlined in AoC handbook, as well as personal liability for any improper usage. As a cell phone holder, I agree to comply with the terms and conditions of this agreement, including the attached AoC Cell phone Policies and Procedures agreement.

I acknowledge receipt of said Agreement and Policies/Procedures and confirm that I have read and understand the terms and conditions. I understand that by using this cell phone, I will be making financial commitments on behalf of AoC and that AoC will be liable to __________________________ for all expenses incurred due to phone use.

(Name of Cellular Phone Co.)

As a holder of this AoC cell phone, I agree to accept the responsibility and accountability for the protection and proper use of the phone, as enumerated above. I will return the cell phone to the Principal, upon demand, during the period of my employment. I further agree to return the cell phone upon termination of employment. I understand that the cellular is not to be used for personal calls. If the cell phone is used for personal calls, AoC will be entitled to reimbursement from me for any resulting costs. AoC shall be entitled to pursue legal action, if required, to recover such costs, together with costs of collection and reasonable attorney fees.

Signature ____________________________ Date __________

(Cardholder)

Signature ____________________________ Date __________

(Principal)
Response D(3)c – Miscellaneous Financial Documents

AoC is not submitting any miscellaneous financial documents as part of this renewal application.
Response D(4)a – Educational Program

Academy of the City is not proposing material changes to its educational program through the submission of this renewal application, and will maintain the core components of the program originally approved in the school’s charter application; however, specifics of the program have evolved and will continue to evolve to be responsive to student need, changes in state requirements, and areas found to be in need of improvement.

Note that many of the additions and changes below are in direct response to feedback from SUNY during its third year school evaluation visit and subsequent visit report (released April 2015), AoC’s first year of state assessment outcomes, and recommendations from an outside consultant hired to provide feedback on how to strengthen AoC’s program.

All incorporation by reference is to Academy of the City’s 2010 application.

Curriculum
Please incorporate by reference Attachments 14(a) – Curriculum Alignment, Attachment 14(b) – Operational Curriculum and Attachment 14(c) – Curriculum Effectiveness, except as noted below.

Curriculum Alignment

- In order to ensure alignment with the Common Core Learning Standards (CCLS), Academy of the City has conducted an in depth curriculum audit, and will reexamine all curriculum each year for CCLS and state standard alignment. Teachers now explicitly backwards map from the standards for all units and projects.

Operational Curriculum

- Halfway through its initial charter term, Academy of the City switched from using TERC Mathematics to using Go Math as the basis of its mathematical program. Go Math is CCLS aligned and provides teachers with a solid foundation to ensure that students are exposed to all CCLS math standards. Teachers will continue to use TERC to supplement instruction since that program has many hands-on, inquiry-based elements that promote higher order thinking and deep understanding.
- Academy of the City’s Science program is now based on a combination of Science Fusion published by Houghton Mifflin Harcourt and Delta FOSS Science (originally, the school only used Delta FOSS Science). Additionally, the school now employs a full time science teacher to provide stand alone science instruction instead of common branch teachers teaching science in the classroom with a separate teacher addressing science lab components.
- While the school is not abandoning its original ELA curriculum, Teachers College Readers and Writers Workshop curriculum, beginning in the 2015-16 school year, and likely continuing into the next charter term, AoC will adopt a new curriculum for ELA that will provide additional guidance and support to teachers, especially in areas such as helping students develop strong constructed response, which is an area in which the school has struggled on state assessments. One possible curriculum is Houghton Mifflin Harcourt’s Journeys curriculum, considered due to its alignment with Common Core and the structured guiding materials and lessons.

Assessments
Please incorporate by reference Attachment 17(a) – Administration of State Tests, Attachment 17(b) – Other Assessment Methods and Attachment 18 – Use of Assessment Data from Academy of the City’s 2010 new school application, except as indicated below.

**Other Assessment Methods**

- Adopted in the school's second year, the school will continue to administer the Fountas & Pinnell (F&P) reading assessment to students K-5th grades. School leaders have placed a greater emphasis on ensuring that teachers understand how to effectively administer F&P and use the results to modify classroom instruction and planning based on individual student ability levels. Professional development on F&P is provided yearly (also noted below under Instructional Leadership), and results are discussed regularly as teams, with the school’s assistant principal(s), and in the subsequent charter term, with a data coach.
- The school will continue to encourage teachers to use writing and project-based assessments as additional measures of student progress. At the end of its first charter term, and in subsequent charter terms, school leaders are deliberate about ensuring that these assessments are rigorous and aligned to the CCLS. The process for completing this activity includes developing all assessments in alignment to the CCLS, with oversight from the AP(s) and additional oversight over the process from the aforementioned data coach.

**Special Education**

Please incorporate by reference Attachment 21(a) – Special Education Compliance from Academy of the City’s 2010 new school application except as follows.

- Beginning in its subsequent charter term, AoC is hiring a Director of Student Services (DSS) to oversee all services for students who are at risk of academic failure. This position will ensure close collaboration between special education staff, intervention staff, ESL staff, and the school’s guidance counselor. The DSS will be a critical part of the school leadership team and will ensure that these services are managed efficiently, effectively, and in close collaboration with the school’s general education staff.

**English Language Learners**

Please incorporate by reference Attachment 22 – English Language Learners from Academy of the City’s 2010 new school application, except as indicated below.

- The school will now administer the New York State Identification Test for English Language (NYSITEL), which has replaced the Language Assessment Battery – Revised (LAB-R).
- AoC now employs one ESL teacher for K-2nd grades and one for 3rd-5th grades.
- For 3rd – 5th grades, the school will employ ESL push-in instruction starting in the 2015-16 school year.
- In addition to offering sheltered instruction within the classroom and through the sheltered pull-out program for 3rd – 5th grades, the school is now using pull-out support for ELLs with significant deficits in reading comprehension through the LLI program.
- See above regarding the addition of a DSS.

**Generally Struggling Students**
Please incorporate by reference Attachment 23 – At-risk Design Factors from Academy of the City’s 2010 new school application except as follows.

- The school’s ELA intervention program is now based on *Fountas & Pinnell’s Leveled Literacy Instruction* (LLI).
- The school has hired full time specialists to provide both pull-out and push-in intervention support for struggling students. The school had hired a reading specialist starting in the 2014-15 school year, and is hiring a math specialist in the 2015-16 school year. In the subsequent charter term, the school will have 1.5 reading specialists and 1.5 math specialists on staff.
- See above regarding the addition of a DSS.

**Instructional Leadership and Culture**

Please incorporate by reference Attachment 15(b) – Non-Instructional Staff and Attachment 20 – Professional Development Program from Academy of the City’s 2010 new school application except as follows.

- The school has added, and will continue to employ in the next charter term, a Dean of School, Culture. The dean is responsible for addressing preventative behavior and supporting teachers directly in the classroom.
- Halfway through the last charter term, the school began using Responsive Classroom (https://responsiveclassroom.org) in an effort to address ongoing, low level misbehavior, and will continue to do so in the next charter term as its implementation has resulted in a notable decrease in off-task behavior and student suspensions. Approximately 75% of staff have received in-depth training through workshops on its implementation and all staff receive training during summer institute.
- The school no longer employs a “Director of Curriculum and Instruction” and instead provides additional leadership of the academic program through an Assistant Principal (AP). Beginning in the next charter term (if approved), the school will hire an additional AP allowing for one to focus on grades K-2 and one to focus on grades 3-5. The AP provides direct instructional support and professional development to staff. The role is also responsible for evaluating staff.
- As noted above under “Assessment”, the school will also hire a Data Coach, who will provide additional instructional leadership in the area of data analysis and assessment development.
- As noted above in multiple places, AoC will hire a DSS to provide additional instructional leadership in the area of at-risk services.
- Note that the addition of all of the aforementioned positions frees the school’s principal from many of the administrative and tangential leadership responsibilities (i.e. discipline, at-risk services, etc.), allowing the principal to provide greater overall oversight of the academic program.
- Beginning in the 2014-15 school year, Academy of the City began incorporating an outside instructional coach from Victory Education Partners to aid in teacher development. The consultant visits the School twice a week to work with teachers of all grade levels by supplying coaching notes and providing lesson modeling. AoC will continue to contract for external coaching in the next charter term to bring in external best practices and add an additional layer of instructional support.
In addition to “in the moment” professional development provided by the school’s AP and external instructional coach, teachers now receive professional development on effectively implementing *Go Math* and F&P from the companies that develop the curriculum and assessment, respectively. This professional development helps to ensure that teachers understand these programs and can implement them in the most effective manner.
V. SCHOOL GOVERNANCE

Attachment 28  Attach a description of the responsibilities and obligations of the charter school trustees.

The Board of Trustees of OWN Charter School II is the School’s oversight and policy-making body. Appropriate Board decisions include setting the budget, determining the strategic plan, formulating major policy and overseeing the school’s compliance with relevant laws and regulations. The Board of Trustees may delegate certain responsibilities and duties to the School’s Principal or other staff, under the following conditions: (a) that the school staff will operate with oversight from the Board of Trustees; and (b) that the Board is ultimately and finally responsible and accountable for the actions of any person to whom responsibility has been delegated and for any and all obligations, programs and policies of the school.

The Board will appoint a Principal who will be responsible, under the authority of and with oversight by the Board, for implementation of the school’s academic programs and for the operational management of the school. The Principal will report directly to the Board, and his/her responsibilities are outlined in Exhibit G. At a minimum, the Principal will present a report to the Board at each regular meeting, and will present written and verbal reports regarding the progress of the School towards meeting its goals periodically to the full Board and to its committees. The Board may require the Principal to work with it and/or with board committees, as appropriate, and may authorize the Principal to perform additional duties as permitted by the by-laws, the Charter Schools Act and the Education Law.

The founding Board is comprised of five members. Each Trustee will be expected to attend monthly board meetings and to provide input, advice and service to the Board. In addition, each Trustee will be expected to serve on at least one committee. Initially, the Board will have three standing committees, each consisting of at least three members except for the Executive Committee which will consist of five members. The standing committees are the Executive Committee (which is chaired by the Board Chair), the Finance Committee (which is chaired by the Treasurer) and the Academic Accountability Committee. The Board shall designate members of such committees from among the Trustees then in office by resolution adopted by a majority of the entire Board. The roles of each of these committees are as follows:

- The Executive Committee will facilitate effective decision-making by the board. Comprised of a subset of board members, the Executive Committee is responsible for: a) planning board meeting agendas; b) making decisions on behalf of the full board; and c) serving as a communication link with other board members.

- The Finance Committee coordinates the board’s financial oversight responsibilities. The Finance Committee is responsible for developing annual budgets in conjunction with the short- and long-term plans of the school. The budget is then reviewed periodically by the Finance Committee to be updated with current information. After the budget is developed, it must be presented to the Board of Trustees for review and vote. Additional responsibilities include oversight of the school’s auditing, facilities and financial management initiatives.

- The Education Committee helps ensure the academic quality and credibility of the school as an academic institution and supports the Principal in the maintenance, promotion and improvement of the academic standards set forth in the charter. The primary responsibilities of the Education Committee include: a) advising the board on the core values and activities of scholarship that define the School’s core activities of teaching and learning; b) recommending to the board the adoption of academic policies consistent with the School’s vision, mission and strategic plan; c) adopting procedures of board-approved academic policies; d) protecting and enhancing the quality of the School’s academic programs at all levels; e) advising the board on the academic aspects of the overall strategic direction of the School; and f) working in conjunction with the Principal to monitor and advance the quality of all academic activities.

Board members will be expected to attend annual and monthly board meetings, as well as any special meetings that are called. Board members will also be expected to prepare for any board meetings and school events, carry
out and complete assignments and participate in any mandatory or agreed-upon board training. In addition to the above, the Board of Trustees will be responsible for:

- Ensuring that the School implements its programs in a manner consistent with the mission, goals, terms and conditions of its charter, as well as with all applicable state and federal laws and regulations.

- Operating at all times in compliance with the School’s Code of Ethics and overseeing the implementation of all policies governing the operation of the school.

- At all times maintain proper decorum, avoid factions, work through disagreements that may arise, and strive for unity.

- Overseeing implementation of the educational program to ensure the charter school operates in an educationally sound manner. This includes approving and ensuring that the school progresses toward and fulfills its goals and objectives set forth in the charter and Accountability Plan.

- Evaluating the performance of the Principal and overseeing the evaluation by the Principal of the staff.

- Approving the School’s annual budget, review regular financial updates, and ensuring that the school operates in a fiscally sound manner, including adequate internal financial controls.

- Providing support to the School with additional fundraising, marketing, and other services as such needs arise.

- Advocating on behalf of the School by working to establish partnerships with community organizations, institutions of higher learning, community-based organizations and corporate entities, as appropriate, to support the school’s mission.

- Hearing and making determinations regarding complaints submitted to the Board in a timely manner pursuant to the school’s complaints process.
V. SCHOOL GOVERNANCE

Attachment 29  Attach the charter school’s qualifications for service on the school’s board of trustees.

As set forth in the by-laws, the Board may elect as a new member any person 18 years of age or older who, in its discretion, it believes will serve the interests of the school faithfully and effectively. The by-laws further describe the process by which new Trustees will be appointed to the Board. It is expected that the composition of the Board, both in terms of individual Board members and the specific experience and expertise required of Board members, will change over the life of the school, and that the Board will constantly seek to recruit Board members who can address the needs of the school as it evolves. The following list includes qualifications beyond the bylaws of the OWN Charter School II that are considered important for board membership:

- A strong understanding of and personal commitment to the accomplishment of the School’s mission.
- An unwavering belief that all children can learn and achieve at high levels, no matter their socioeconomic status or their ethnic background.
- A commitment to using professional skills and experience and/or other resources to support the School.
- A commitment to supporting the effectiveness and continuation of school programs and partnerships.
- Prior board experience or other experience that would contribute to having an understanding of the proper and appropriate role of a Board member.
- The possession of professional skills, professional/personal experience and/or community-based service experience that would contribute to the success of the Board and the School. The skill sets that will be considered valuable to the School’s Board include, but are not limited to, education, law, finance, real estate, fundraising, technology, nonprofit management, personnel and community/youth development.
- A commitment to a data-driven school culture and environment, including a data-driven approach to the work of the Board in its decision-making processes
- A commitment to attending board and committee meetings.
- A commitment to ongoing training and professional development to build his or her own capacity as a board member.
- The willingness to serve actively on at least one of the committees of the board and to seriously consider the leadership of a committee.
Response D(4)b – Governance Structure

Academy of the City’s Board of Trustees has maintained steady membership, met quorum, and provided strong oversight of the school throughout the charter term, and will continue to do so throughout the next charter term with some changes to its structures and procedures. In June 2015, the Board carried out a self-analysis to identify ways to strengthen its oversight abilities in the next charter term.

Please incorporate by reference Attachment 28 – Responsibilities of Trustees and Attachment 29 – Trustee Qualifications from Academy of the City’s 2010 application except as noted below.

- The Board was originally designed to have three parent members. However, AoC has found that inclusion of the parents’ voice is best achieved through their involvement in the parent community organization (PCO), their participation in ongoing school activities, and by providing opportunities for direct communication with school leaders and the Board. As such, the Board has modified its by-laws to remove the three parent seats in lieu of having the two most senior officers of the Parent Community Organization serve as ex officio board members, without voting rights and not counting toward the quorum requirement. The ex officio members will not participate in executive session issues. See Exhibit H – By-laws for updated by-laws.
- Other modifications to the by-laws include an increase in the maximum number of board members from 11 to 12, and language requiring that board meetings occur at the school unless the school is not available. To meet requirements of the new nonprofit law, modifications have also been made regarding related parties.
- The Board has developed a new Code of Conduct (Exhibit I – Code of Ethics), which details how the school would address any potential conflicts of interest, including those with a key supporting partner, The Open School Project (OSP) (see below).
- The Board has made several changes to its committee structure to ensure that members are well informed of all key components of the school’s programs and operations (also addressed in the updated by-laws). As originally approved, the board had three standing committees: the Executive Committee, the Education Committee and the Finance Committee. Current committees include the following:
  - Executive Committee: Consistent with past practice, the Executive Committee sets the agenda for the board and provides general oversight of board affairs. It consists of Board Chair, officers and the Chairs of Committees.
  - Education Committee: The Education Committee will continue to review academic program data and changes to the academic program on a regular basis and report findings to the full board.
  - Legal Committee: The Legal Committee serves as board liaison with outside counsel, reviews all major contracts before they are entered into with the school, and recommends policy with regard to legal issues facing the school.
  - Audit Committee: The Audit Committee was formed in response to the Not-for-Profit Revitalization Act and is comprised of three non-related members. The Audit Committee meets in preparation for the audit and then reviews the audit and management letter (if applicable) before it is sent to the Board.
  - Finance and Operations Committee: Originally conceived of as a standard Finance Committee, this committee has now added additional scrutiny of the school’s operations to help ensure that non-academic aspects of the school are running smoothly and able to support the academic program.
Development and Advocacy Committee: The Development and Advocacy Committee supports the school and works to help the school establish community connections of benefit to students and their families. For example, Committee members made contacts with City Harvest to provide nutrition workshops to parents and Citylore, which provides arts-based education in support of the school’s curriculum. The Committee has also undertaken various fundraising projects to benefit school programs.

- The Education Committee has now set a benchmark for Academy of the City’s standardized test scores to grow 10-15% percent above district average over the next three years. The committee is working to refine this benchmark so that the school can show regular growth toward its attainment. The committee is also working on setting a benchmark for teacher performance, including a thorough exploration of the data the committee would consider in determining whether that benchmark had been met.

- The Board has established a development task force to actively recruit two new members by the end of the 2015-16 school year which would bring the Board to it’s target capacity of 12. While there have been onboarding processes followed to date, the Board is currently engaged in the process of establishing more consistent onboarding processes and resources to support new members.

Partner Oversight

Throughout the initial charter term, AoC has worked closely with The Open School Project (OSP), a 501(c)3 not-for-profit educational consultancy. OSP supported the development of the AoC new school application, assisted in start-up functions, developed curriculum for the school, and has provided strategic advisory and lobbying services to the school throughout the charter term. Both AoC and OSP agree that the contract in its current form will not be renewed, and it will not continue past its current termination at the end of the 2015-16 school year. The parties are in the process of negotiating an amendment to the contract to specify services to be received by the school during the last year of the contract. There will not be an amended contract in time for the submission of this application; however, the parties’ goal is to have an amendment that will be finalized by the Fall of 2015. Please see Response E – Supplemental Information for a more detailed description of the relationship between OSP and AoC, and Response E – OSP Contract for the most recent services agreement.
Response D(4)c – Fiscal Plan

In the next charter term, AoC will continue to:

- Create realistic budgets that are monitored by Accounting Solutions of New York, the school’s contracted financial service provider and bookkeepers, with oversight from the Board of Trustees’ Finance and Operations Committee and the school’s principal, and adjusted when appropriate.
- Maintain appropriate internal controls and procedures.
- Comply with financial reporting requirements.
- Maintain adequate financial resources to ensure stable operations, and monitor and successfully manage cash flow.

Academy of the City’s budget for the next charter term is based on conservative assumptions, yet it still allows the school to maintain positive cash balances while providing a high quality educational program. Exhibit K presents the projected five year Budget Projections for the subsequent charter period.

Key assumptions include the following:

- The school will enroll 396 students in first year of the second charter term. The school will make a small increase in enrollment to 414 students in the second year, and make a another slight increase to 420 students for the remainder of the charter term, which will allow it to maintain its proposed staffing and meet requirements in its lease. Even with these small increases, the proposed enrollment will allow the school to maintain a small school environment with classes of generally no more than 28 students each.
- The budget accounts for a one year of minor per pupil increase (.75% in year four).
- The budget projection assumes that the school will engage in minimal fundraising. The school will endeavor to raise more than the modest $20,000 per year in board contributions included in the budget.

The most significant fixed costs in the charter term include:

- Facility costs, which increase at a rate of 3% per year, as well as $150,000 annual "re-locatable classroom" rent.
- Staffing, which accounts for roughly 65% of the budget and includes a 3% cost of living adjustment per year.

With regard to flexible costs, key assumptions include the following:

- Professional development costs will go down significantly after the addition of the last new grade in 2015-16, as well as with the addition of new administrators meant to provide additional coaching to teachers and provide more internal professional development.
- Similarly, technology costs will decrease as the school will be fully equipped and transition toward maintaining existing technology for the foreseeable future.
- The cost of contracted services for services such as curriculum support, external instructional coaching, facilities guidance (if needed in the future), and similar is projected to be
approximately $150,000 per year (escalating for inflation). Some of these services may be provided by OSP or similar service providers depending on the outcome of ongoing discussions of OSP's role (see Response E - Supplemental Information).
Response D(4)d – Facility Plan

At the beginning of its 3rd year, Academy of the City moved to its current facility, a former parochial school located at 31-29 60th St. in Woodside, Queens. This facility meets the school’s current needs, will do so in the 2015-16 school year as the school adds a 5th grade, and will continue to do so throughout the next charter term, if approved. The school has a 30-year lease with the Brooklyn Diocese with rent increasing at the industry standard of 3% per year.

In preparation for the 2015-16 school year, the school will add four classroom spaces with the addition of “re-locatable” classrooms, which will be placed on permanent foundations in the school’s parking lot. These will be used to house the school’s specials, the science classroom, and a parent room. Beyond these additions, under its current approved K-5 grade span, there will be no need for additional expansion.
Response E – Request for Extension Minutes

Minutes of the Academy of the City Board of Trustees Meeting of July 21, 2015.

A meeting of the Board of Trustees (the “Board”) of the Academy of the City Charter School (the “School”) was held on July 21, 2015 at 5:00 pm at the School (31-29 60th Street, Woodside, NY 11377).

Notice was given of the meeting by submitting a notice electronically to the Queens Courier newspaper, posting the meeting notice on the school’s website, and posting a paper notice outside the school building at Academy of the City Charter School, 31-29 60th Street, Woodside, NY 11377.

The following members of the Board were present: Nancy Sills (Chair), Angela Howard (Vice Chair), Harold Elish (Treasurer), Michela Nonis (Secretary), James Traub, Richard Welles, Ernest Banks (on the phone).

The following staff members and visitors were present: Richard Lee (Principal); Pily Quintanilla (PCO Co-Chair) and Christine Nick (OSP).

Nancy Sills called the meeting to order and thanked Richard Welles for his past leadership, which she noted has been instrumental in putting in place and nurturing many of the unique and wonderful aspects of AoC. NS also thanked Angela Howard and Harold Elish for their assiduous work on board governance, as well as Richard Lee and Adam Hunt for responding so quickly and thoroughly to the many recent requests and initiatives from the board. Finally, she thanked the entire board for their hard work which showed the deep commitment each of them had to the school.

Minutes of June 19, 2015 Meeting: James Traub moved to waive the reading of the minutes of the June 2015 annual meeting, previously circulated to the board, and adopt the minutes as written. AH seconded the motion and it was passed unanimously.

Request to Extend Charter Term: NS asked the board to entertain the motion to request an extension from SUNY of the AoC charter term from 12/13/15 to 7/15/16. RW moved to request the extension. AH seconded the motion. It was unanimously passed.

Chair’s Report: The report was distributed before the meeting and is attached as Exhibit A. NS noted the following committee changes: (1) The Finance Committee is now Finance and Operations Committee; (2) The Executive Committee is composed of the officers of the board and the chairs of the standing committees: (Nancy Sills, Chair; Angela Howard Vice Chair/Chair Education Committee; Michela Nonis, Secretary; Harold Elish, Treasurer/Chair of Finance and Operations Committee; James Traub, Chair Development and Advocacy Committee). (3) Ernest Banks is now appointed member of the Board Development Task Force. (4) RW will no longer be on the Finance Committee, his tenure there being as a result of his position as board chair. He will continue on the Education Committee and will be assisting the board and executive committee in other ways, on special projects or task forces.
NS added that the Board Self Assessments have almost all been returned and will be analyzed by OSP and then distributed to the Board for further discussion and use in future planning.

NS thanked the Board Development Task Force for their recommendations on board governance which were previously distributed to the Board (Exhibit B). She noted that the recommendations would be used as guideposts for the conduct of the board in the future. The board will do a review of their governance practices in October to determine how well they are meeting the recommendations and consider any further changes to the governance practices and structure.

NS welcomed the newly elected PCO co-chair, Pilly Quintanilla, noting how much the Board appreciated the work of the PCO and the contributions of the PCO chairs in the past to the board meetings. NSills noted that under the proposed revised by-laws, the two most senior officers of the PCO will be ex-officio board members. They will take part in the board meetings but will not count toward a quorum or be able to vote.

**PCO Report:** The PCO Report, previously distributed to the board, is Exhibit C. PQ delivered the report to the Board. The ninth PCO meeting was held on June 9, at 6:00 pm. It was not well attended. The PCO is working on ways of increasing attendance. The new PCO board was presented at the meeting. The PCO gave all teachers mugs and Starbucks gift card as year-end gift. PCO Board presented the School with a $10,000 fundraising check at the Final School Assembly on June 24, 2015. 2015-16 Planning meeting was held on 630 with RL and Noel Peguero (Parent Coordinator) with the goal to raise an additional $10,000. Of that amount, $7,000 will be for smart-boards for first grade and $3,000 for new library books. Upcoming events will include: New student orientation on 826. PCO will provide snacks and coffee. Welcome Back Picnic on 827, 12:00pm to 3:00pm at St. Michael’s Playground. Next year PCO meetings will take place around an event at the school to ensure greater participation. First PCO meeting/potluck will be held after Curriculum Night, 6:00 to 8:00 pm. PCO is planning to start a blog as another means of creating community.

**School Report:** The School Report was previously distributed to the Board and is Exhibit D. RL gave the school report. 86 out of 100 students are enrolled for next year. There were over 900 applications received for next year. A new PE Teacher has been hired. Charles Quinn, previously the PE teachers, will be the Dean of School Culture. The lease for new portable classrooms is being reviewed by the AoC lawyer. There was a reduction of $5,000 in the rent originally requested by the Diocese in consideration of the Diocese being given access to the gym on certain Tuesday evenings. The source of the portables is still being investigated. Some that the architect had recommended were not built to NYC code. Depending on cost and timing, the school is considering purchasing new portables or accepting the free used ones offered by the DOE. For next year, AoC will be accepting 2 Kindergarten classes, down from 3 last year. The long term plan is that after our “bubble” classes pass through the school, grade will have 3 classes.

The test scores on the state test in science have been received. 88.9% of students scored at the 384 level. There were no children at 1, and only 11% at level 2. It is anticipated that AoC scores should be above District scores.

**Education Committee Report:** The Report of the Education Committee, previously distributed to the Board, is Exhibit E. AH (Chair, Education Committee) gave the report. The Committee has set

Response E – Request for Extension Minutes (July 21, 2015)
a benchmark for School scores to grow 10-15% percent above district average over the next three years. The committee will continue to work to refine the benchmark, including requiring the school to show growth toward the benchmark every year. The committee is also working on setting a benchmark for teacher performance, including discussing what data the committee would consider in determining whether that benchmark had been reached. The Committee will continue its work on benchmarks at its next meeting. The Committee is moving forward on the 21st Century Library Project it selected for the upcoming school year. Going forward the Education Committee will meet at 4:00 pm before every Board Meeting.

AH moved that the Board adopt the Benchmark recommended by the committee, that the scores on the state tests grow to be 10-15% above District average over the next three years. HE seconded the motion. It was unanimously passed.

Finance & Operations Committee Report: The Report of the Finance and Operations committee, previously distributed to the board, is Exhibit F. HE (Chair, Finance & Operations Committee) gave the report. HE anticipates no surprise in budget projections. Money is accumulating in the rainy day fund because of increased per pupil funding and rent relief: 50 to 100K are available to spend above what has been budgeted. Committee is recommending that RL and the Education Committee come up with a wish-list for education initiatives for the coming year and long term. One of the goals of the committee is to set policy that will assist the school leaders in focusing on education. The committee met and there was a good conversation with RL about who does what at the school. The committee will be continuing this work, reviewing operations, administrative structure, and the finance policies and procedures. The committee is considering bringing in an outside consultant to review operations in furtherance of its goal of finding additional ways to free up the school leaders to focus on education.

Board Development Task Force: The Report of the Board Development Task for is Exhibit G. AH gave the report. EB is on the Task Force. Task Force goal is to grow the board to 12 members. Now working on adding two additional members: an experienced educator and a member from the Community or elsewhere in Queens. The Task Force is also working on on-boarding materials for new members.

Resolutions:

Resolution to Adopt First Restated and Amended By-laws of Academy of the city Charter School, with attached proposed by-laws, previously distributed to the board (Exhibit H): AH moved to adopt the resolution. JT seconded the motion. It was unanimously passed.

Resolution to Adopt Amended Conflict of Interest Policy, with attached proposed conflicts of interest policy, previously distributed to the board (Exhibit I): JTraub moved to adopt the resolution. HE seconded the motion. It was unanimously passed.

Resolution to Adopt Amended Code of Ethics, with attached proposed code of ethics, previously distributed to the board (Exhibit J): JT moved to adopt the resolution. AH seconded the motion. It was unanimously passed.
Resolution to Adopt Amended Fiscal Policies and Procedures Manual, with attached proposed Manual, previously distributed to the board (Exhibit K). HE moved to adopt the resolution. JT seconded the motion. It was unanimously passed.

**Report on OSP Contract Negotiations:** JT reported that he and HE are working together on negotiating an amendment of the OSP contract for the final year of the contract between OSP and the School. The terms being discussed include tasks and compensation. The goal of the parties is to have a finalized amendment in place for the Fall of 2015.

AHoward then moved that the Board go into Executive Session to discuss the evaluation of the Principal. HElish seconded the motion and it was unanimously passed. There were no votes taken in executive session. The business of the board during Executive Session being completed, NS moved that the Board return to public session. JT seconded the motion and it was unanimously approved. The board returned to public session. There being no further business before the board, AH moved that the board adjourn. HE seconded the motion and it was unanimously passed.

The next Board meeting will take place on August 25, 2015 at the School at 5:00 p.m. There will be a meeting of the education committee on that date, starting at 4:00 p.m.
ACADEMY OF THE CITY CHARTER SCHOOL & OPEN SCHOOL PROJECT
COLLABORATION AND CONSULTATION AGREEMENT

This COLLABORATION AND CONSULTATION AGREEMENT (the "Agreement"), effective
as of July 1, 2013 (the "Effective Date"), is hereby entered into by and between The Open School
Project, Inc., a New York not-for-profit corporation ("OSP"), and the Academy of the City
Charter School ("AoC"), a New York education corporation (the "School" and, together with
OSP, the "Parties").

WHEREAS, OSP was founded by its principals to promote the role of independent charter
schools as change agents for progressive public education in the US;

WHEREAS, OSP has developed a model for independent charter school governance and
operations based upon democratic principles, self-management, community responsiveness and
social entrepreneurialism, and a commitment to an educational philosophy based on
multiculturalism, liberal arts education, reflective practice, digital literacy and social justice (the
"Open Model");

WHEREAS, on March 29, 2010 principals of OSP submitted a letter of intent to submit an
application to establish a charter school to the Charter Schools Institute of the State University
of New York (SUNY) as part of its May 2010 application cycle;

WHEREAS, on May 2, 2010 principals of OSP submitted a completed application to SUNY for
the purpose of starting a Charter School in the western part of New York City Community School
District 30 and organized a founding board of trustees for the purpose of governance of the
proposed charter school;

WHEREAS, on December 14, 2010 the State University of New York (SUNY) entered into an
agreement with the School authorizing it to operate as a charter school;

WHEREAS, the Board of Trustees of the School (the "Board"), after determining that such an
agreement would not violate the School's Conflict of Interest Policy, authorized the School to
enter into an agreement with OSP for the provision of providing startup services to the School,
subject to the prior approval of the Board of Regents;

WHEREAS, the School and OSP entered into a one-year Consulting Services Agreement,
effective July 1, 2011 whereby OSP provided certain startup and other services to the School and renewed
said contract for an additional year effective July 1, 2012;

WHEREAS, the stakeholders of AoC understand the role that OSP plays in ensuring that
independent charter schools are not coerced into the educational mainstream by political and
other forces, and that helping to sustain an independent organization that is focused on
progressive education, 21st century skills and supporting AoC is vital to its mission and survival;

WHEREAS, the stakeholders of AoC having recognized the necessity for planning major tasks
in the coming years, for moving to a new facility, for supporting the Charter renewal, and for scheduling
for review by the State University of New York (SUNY) for 2015 and possible submission to SUNY of
an amendment to the original charter to authorize expanding the school to operate K–8 in two locations—
and thereby wishes to continue its relationship with OSP and to enter into an extended agreement
whereby OSP will provide continuing services to the School and the School will provide continual
evaluation and development of the Open Model to further and enhance public education for the public
good (the "Purpose");
ACADEMY OF THE CITY CHARTER SCHOOL & OPEN SCHOOL PROJECT
COLLABORATION AND CONSULTATION AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the Parties agree as follows:
1. DEFINITIONS

"Agreement" has the meaning set forth in the preamble.

"Board of Regents" has the meaning set forth in the recitals.

"Board" has the meaning set forth in the recitals.

"Charter" means the School’s charter agreement with SUNY, which authorizes the School to organize and operate the School, and which includes the final charter application.

"Charter Schools Act" means the laws permitting the creation of charter schools in New York and governing the development and operation of charter schools in New York City, including but not limited to the New York Charter Schools Act of 1998, as amended.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Confidential Information" means: (i) any business or technical information of a Party that is not generally known or publicly available; (ii) any information that a Party maintains as confidential, proprietary, restricted, or otherwise as not to be disclosed generally; and (iii) any information disclosed to or known by a Party that is not generally known or publicly available and that in any way relates to either Party’s products, services, techniques or know-how, trade secrets, ideas, processes, computer programs, documents, materials, business information and marketing materials (including costs, pricing, and customer lists).

"ePortfolio" has the meaning set forth in section.

"Effective Date" has the meaning set forth in the preamble.

"Facility" means a building or other structure suitable for use by the School and meeting all applicable building codes, zoning ordinances and laws, environmental laws and regulations, and all other laws and regulations applicable to the operation of a School.

"Foundation" has the meaning set forth in the preamble.

"Governmental Authority" means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body.

"Indemnified Party" has the meaning set forth in Section Indemnification Procedures.

"Initial Term" has the meaning set forth in Section Term.

"Losses" shall mean any and all dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses arising out of any actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees or rulings.

"Open Model" has the meaning set forth in the recitals.
“Parties” has the meaning set forth in the preamble.

“Purpose” has the meaning set forth in the recitals.

“Renewal Term” has the meaning set forth in Section Term.

“Service Fee” has the meaning set forth in Section The Service Fee.

“School” has the meaning set forth in the preamble.

“School Data” means any information provided by or on behalf of the School, and may include information that identifies or can be used to identify an individual (e.g., students, faculty and other employees).

“State” means New York State.

“Term” has the meaning set forth in Section Term.

1. COLLABORATION

The nature of the collaborative partnership focuses on the efficient and effective planning, delegation and performance of the tasks at hand, for the School as well as for OSP. The Parties hereby agree to collaborate in furtherance of the Purpose, which collaboration shall include, without limitation, the following:

1.1 OSP shall use its best efforts to promote and educate the public regarding the public benefit of school autonomy as enshrined in the Charter Schools Act and specifically on the benefits of the Open Model as it pertains to all public schools;

OSP shall use its best efforts to promote and educate the public and advocate for progressive, independent charter schools

1.2 OSP shall keep the School informed of its efforts in furtherance of the Purpose, including without limitation through presentations to the Board of Trustees of The School as requested by the School;

1.3 The School shall provide such review, consultation and assistance in connection with OSP’s efforts in furtherance of the Purpose as may be reasonably requested by OSP;

1.4 The School shall provide periodic review, evaluation and specific recommendations for revisions of The Open Model based upon its first-hand experience in implementing the Model;

1.5 The School shall provide ongoing review, evaluation and specific recommendations for revision of features of the ePortfolio application (“ePortfolio”) OSP is developing and licensing to the School as set forth in Section 3 (c) (v);

1.6 The Parties will work to develop authentic assessments both for students and teachers that can be used in lieu of standardized assessments to provide evidence of the success of
the School’s programs. The goal of the Parties is to develop such assessments by the end of the school year 2013-14 so that they may be used in connection with AoC’s charter renewal process;

1.7 The Parties pledge to work together to continually define and reassess short and long-term goals; and

1.8 The School shall have the right to appoint or approve members of the Board of Trustees of OSP as set forth in Section 3.2.

2. SERVICES

2.1 Services to be Provided by OSP.

In consideration for the Service Fee, OSP will provide the following services (the “Services”) to the School and/or the Board:

1. Advocacy. OSP will work directly with the Board and the principal to maintain open and excellent relationships with political and community leaders, the School’s authorizers and representatives of local, state and national advocacy groups, and will advocate the interests of the School. In connection with such Services, OSP will:

1.1 (a) Work in concert with local, regional and national advocacy groups to promote practices that uphold high standards for independent charter schools and to disseminate and constantly improve a model of community-based, democratically-operated independent charter schools;

1.1 (b) Work directly with the School’s charter authorizer on issues such as renewal, academic accountability and compliance issues, and to advocate with the authorizer on behalf of independent charter schools;

1.1 (c) Introduce AoC to networks of like-minded independent schools as well as funders and philanthropists who share our social and educational mission. It is the goal of the Parties that such network be developed during the school year 2013-14 so that the Principal, teachers and students can all benefit from collaborative relationships developed;

1.1 (d) Promote AoC to political leaders as an exemplar of outstanding liberal arts education in an independent, community based public charter school; and

1.1 (e) Promote progressive education and authentic assessment as keys to 21st century learning for charter schools.

1.2 Implementation of OSP’s Open Model. OSP will work directly with the principal and the Board to articulate the core values of a democratically-operated, community-based school as it applies to the School and assist the School in implementing structures and processes to embed these values in School governance and operations. Recommendations as to any
changes in the existing structures or processes shall be made no less than twice a year at a meeting of the appropriate Board committees or sub-committees. The Services related to implementation of the Open Model include but are not necessarily limited to:

(1.b.i) PRINCIPAL SUPPORT AND EVALUATION (collaboration with the Board on design and implementation of a Principal Evaluation and Support process that includes assessing school progress toward fulfillment of the School’s mission as set forth in the Charter, provision of a education for each student that will give each of them the best chance of success at the best middle and high schools in the City, and full Model implementation while recommending areas for improvement and areas for recommendation. To prepare for the principal’s yearly evaluation, OSP will propose an evaluation rubric to the board for the board’s approval; OSP will work with the board to collect and analyze data in accordance with that rubric from key members of the administrative staff, from the board, and from school community members.

(1.b.ii) In collaboration with the principal and staff, OSP will design, develop and implement a School-wide ePortfolio program (OpenSchool ePortfolio) which will be consistent with and supportive of the authentic assessments being developed for the School. The goal of the Parties is to have a School-wide ePortfolio program in place no later than the beginning of the 2014-2015 school year. During the term of this agreement, and any extended term, OSP will sub-license the ePortfolio to AoC without fee pursuant to a license agreement with the owner of the program. In the event that a school-wide program is implemented by AoC and this agreement is terminated or not renewed, OSP shall continue to sub-license the ePortfolio to AoC or cause the ePortfolio to be licensed directly to AoC, for 10 years. A licensing/sub-licensing agreement reflecting these terms, executed by the owner of the ePortfolio and the parties hereto is in Exhibit A. As a part of this sublicense, OSP may use AoC’s ePortfolio program in the promotion of OSP’s ePortfolio applet/software to other institutions, subject to Federal school-mandated data and student privacy requirements for next school year (20 U.S.C.A.§1232g). The sublicense for AoC in this agreement is free and without cost as it serves as a model school in OSP’s ePortfolio program.

(1.b.iii) OSP will work with the principal and the Board to define and implement structures intended to assist the School in receiving and using feedback from the entire School community, including administrative staff, faculty, students and parents, on issues pertinent to the School’s programs and School culture. The goal of the Parties is to have such recommendations made and approved so that they may be used in connection with assessments no later than the 2013-14 school year. The parties here intend to supplement any surveys that the DOE currently distributes to parents and teachers. The school and the board shall determine the timing and use of such OSP surveys so as to avoid duplication and to maximize usefulness.

(1.b.iv) OSP will work with the principal and the board on activities to publish or otherwise disseminate the implementation of the Open Model such as interaction with other interested schools and educational entities.

(1.b.v) Principals of OSP will be available as reasonably be requested by School leaders to consult with regard to any school issue. To the extent principals of OSP do not have the expertise on the issue required, they will work with the School leaders to recommend such professionals, industry leaders or vendors who can assist the School on such matters. Meetings shall be held at the School or at any mutually accepted place.

(1.c) Facilities Development. AoC is moving to a new facility for school year 2013-14 and will embark on a major renovation project of that new facility. The parties
understand that a successful transition to the new facility is fundamental to the School’s ability to succeed. During the summer of 2013 and school year 2013-14, OSP will work extensively with the principal, the board, any grant providers and any professionals retained by the School to review and oversee the work performed and plans proposed to ensure that ongoing development of the elementary school facilities is appropriate for the School’s planned programs, budget and mission. If at any time OSP feels that there is an impediment to the successful transition to the new facility, they will report to the board or to the appropriate board committee no later than the next scheduled meeting and will recommend a course of action to address the issue.

(1.d) **IT Setup and Development.** OSP will work with the principal to evaluate the degree to which School technology is commensurate with and complements School programs, and that all technology is developmentally appropriate and in keeping with the School’s mission. In connection with such Services, OSP will:

(1.d.i) Consult with the Principal, Director of Technology or Director of Operations as requested to research and recommend systems, software or hardware that may be appropriate for the School and its mission;

(1.d.ii) Consult with the Principal or Director of Operations as requested to assist in hiring of any IT consultants or staff needed to implement the School’s program;

(1.d.iii) Consult with the IT Director of the School, as needed, to ensure ongoing development and implementation of the School-wide technology plan;

(1.d.iv) Maintain the Internet website for the School; In the event that the School requires major redesign of the website, OSP will recommend a web designer to whom the work may be contracted;

(1.d.v) OSP will provide the following curriculum assistance for AoC: OSP will complete and improve a third grade curriculum no later than October 31, 2013. OSP will provide a recommended fourth and fifth grade curriculum in ELA, Math, Science, and Social Studies for the review and approval of the school administration no later than the end of the spring 2014 semester. Such recommended curriculum will be consistent with the school’s mission and the Open School Model. The recommended curriculum will consist of an interim program that has a unit plan and a month-to-month guide for each of the basic subjects; such program will include goals, resources, and key topics for teachers to cover. OSP shall make those changes to the curriculum as AoC reasonably requests.

(1.e) **Strategic Planning.** OSP will work directly with the Board to ensure that the School continues to fulfill its mission and, as requested by the Board, foster an environment of innovation and reflection. OSP will work with the Board and the principal to develop a multi-year action plan and to ensure that the School is on-track for renewal of its Charter with the Board of Regents by each applicable deadline. In connection with such Services, OSP will:
(1.e.i) OSP will arrange and organize a board retreat on a yearly basis which will be subject to final board approval. A provision for payment for the retreat will be included as a part of the annual budget of the school.

(1.e.ii) OSP will recommend to the board workshops, conferences, and other board development opportunities which will meet the goal of the AoC board for continued training and development. Such programs will be consistent with the mission of AoC and with the mission of OSP. OSP will work with the board’s committee or task force on board development to prepare a plan by February 2014 for board development and training to ensure that the training opportunity recommended by OSP meets the needs of the board.

(1.e.iii) OSP will lead the development of an action plan for school capability every two years for the next five years starting in 2014. OSP and AoC will initiate a joint development plan concerning school independence.

(1.e.iv) Provide ongoing consultation and guidance, drafting assistance, and advocacy concerning renewal of the School’s Charter. Following complete analysis of all School programs, budgets, assessment and teacher and parent surveys, OSP will report to the Board no later than February 2014 with regard to any concerns it has with regard to renewal of the School’s Charter and present a plan for ensuring Charter Renewal. Also, OSP will develop a time line and a plan of action for charter renewal for presentation to the AoC board and administration no later than February 2014.

(1.f) **Grant-writing & Development.** OSP will work directly with the Board and the principal to investigate opportunities for grants and School fundraising that will enhance the School’s program and ensure sustainability. In connection with such Services, OSP will:

(1.f.i) OSP will investigate and suggest appropriate grants and other governmental funding opportunities for the School four times each school year; OSP will do so on a more frequent basis if major grants become available and if deadlines for those grants are set. In addition, OSP will provide the school with a list of available private and governmental grants that are appropriate for the school’s needs for that time and for the development of its various programs. AoC will provide OSP with a list of areas that the administration believes would benefit from grant funding no later than October 2014; OSP will update the list as required. If requested, OSP will prove the school with recommendations of experienced grant writers to assist the school in applying for grants.

(1.f.ii) Assist the principal or his or her designee with the preparation of grants and consult and advise with regard to grant-writing, budgeting and follow-up procedures for grants that the School has applied for and/or received;

(1.f.iii) Consult with School leadership in the development of marketing and informational materials for the School;

(1.g) **Middle School Program and Facilities Development.** No later than the board meeting of October 2013, OSP in collaboration with the Principal will present a recommendation to the Board with regard to whether to develop a middle school. Such plan will include, but will not be limited to, a survey of the interest of current AoC families in the development of a middle school, middle school options in CDC 30 and City-wide to AoC students.
report on the progress of the Boys and Girls Club facility option, a recommendation as to whether a planned middle school should be the result of a proposed charter renewal or a new charter application. Should the Board determine based upon such report to proceed with a plan to provide educational services to students of middle school age on or before the 2015–2016 school year OSP shall provide the following Services:

(1.g.i) OSP will work with the principal, his designee(s) and the board to define goals for a middle school program consistent with the Open Model and to develop a middle school program and curriculum; If the board decides to go forward with a middle school, OSP will recommend a timeline to the board for development of a middle school facility and program, including whether to apply for a new charter or whether to amend the current charter when such charter applications should be made. OSP will also recommend a timeline for the development of the middle school curriculum. Moreover, OSP will conduct a search for a middle school facility and recommend three alternatives in time for the middle school to open for the 2015-16 school year. It is anticipated that such recommendations will include the Boys & Girls Club Facility. OSP will assist the school in securing the middle school facility, including, as necessary, working with community organizations, political leaders, and others while assisting in the negotiation of a lease. If requested, OSP will undertake a search for a middle school principle.

(1.g.ii) OSP will work with the school’s authorizer to amend the charter to include grades 6–8 or, if so directed, the Board of Trustees, apply to SUNY for a new charter for middle school grades that AoC’s board will govern; the middle school will give preference to AoC students;

(1.g.iii) OSP will investigate and provide written recommendation of a community partner who will be willing to develop, on their property, a facility that fulfills the needs for the middle school.

(1.g.iv) OSP will coordinate, with the community partner, a plan of action that will result in construction of the middle school’s facilities to be prepared for the 2015-16 school year.

(1.g.v) OSP will investigate other potential school sites in CSD 30 including co-located space within existing DOE schools, and provide written recommendation of such sites, in the event that the School is unable to reach a development agreement with a local community partner.

(1.h) Reporting. OSP will provide a quarterly report (in oral and written form at a time as may reasonably be requested by the Board) to be presented at the regular meetings of the Board detailing Services that have been performed under this Agreement and the status of any other services OSP has been asked to perform.

2.2 Representation by the School on OSP Board of Directors.

The School shall have the right, pursuant to and in accordance with the bylaws of OSP (the “Foundation Bylaws”, which are attached hereto as Exhibit A), to appoint and/or elect certain director(s) to the board of directors of OSP (the “Foundation Board”). Collectively with other schools receiving services from OSP, the School shall have the right to elect the majority of the directors on OSP Board (the “School Directors”), pursuant to and in accordance with OSP Bylaws OSP shall give the School notice of the annual meeting of OSP Board in accordance with OSP Bylaws. The School agrees to appoint, elect and remove School Directors in accordance
with the rights and procedures set forth in OSP Bylaws. Upon the expiration or termination of the Term in accordance with Section TERM AND TERMINATION, and unless otherwise agreed to by the Parties, the School shall no longer be entitled to any of the rights described above (including to appoint any School Directors), and any School Directors appointed by the School shall resign immediately upon the end of the Term. If any School Director does not resign upon the expiration or termination of the Term, OSP Board shall have the right to remove such School Director.

2.3 School Data.

During the course of providing the Services, OSP may be provided access to or otherwise obtain or handle School Data. OSP agrees to protect all School Data as detailed in this Section School Data.

(3.a) OSP shall not be entitled to use School Data for its own purposes, and may only use School Data for the sole purpose of providing the Services.

(3.b) OSP shall (and shall ensure that any person engaging in or providing the Services on its behalf shall):

(3.b.i) Maintain an information security program that contains administrative, technical and physical safeguards to protect the security, confidentiality and integrity of School Data;

(3.b.ii) Not disclose School Data to any person unless the School has given its prior consent to such disclosure and OSP can ensure that such person is bound by the same obligations as OSP under this Section School Data.; provided however, that School consent is not required for OSP to disclose School Data to employees, contractors, subcontractors or other persons engaged by OSP to design, develop, implement, operate and maintain the School Information Systems (such persons shall be bound by the same obligations as OSP under this Section 2.3);

(3.b.iii) Promptly notify the School if OSP has reason to believe that there has been any accidental or unauthorized access, acquisition, disclosure, use, loss, damage or destruction of School Data handled by OSP (a “Data Breach”);

(3.b.iv) In the event of any Data Breach, cooperate fully with the School to limit the unauthorized access, disclosure or use of School Data, seek the return of any such School Data, and assist in providing notice relating to the Data Breach to individuals or third parties if requested by the School; and

(3.b.v) Assist and support the School in the event of an investigation by a regulator, data protection regulator or similar authority if, and to the extent such investigation relates to the School Data.

(3.c) OSP shall comply with all applicable laws relating to the protection of information that identifies or can be used to identify an individual that apply with respect to OSP’s handling of School Data.

(3.d) Upon termination or expiration of the Agreement for whatever reason, or upon request by the School, OSP shall immediately cease to process and otherwise handle School Data and shall promptly return to the School all School Data, or destroy the same, in accordance with such instructions as may be given by the School at that time. The
obligations set out in this Section School Data. shall survive any expiration or termination of the Agreement.

(3.c) At no time shall OSP acquire any ownership, license, rights, title or other interest in or to the School Data, all or which shall, as between the School and OSP, be and remain the proprietary and confidential information of the School.

(3.f) For the purpose of auditing OSP’s compliance with its obligations under this Section School Data, OSP shall provide to the School and its authorized representatives, on reasonable notice: (a) access to OSP’s premises and records; (b) reasonable assistance and cooperation; and (c) reasonable facilities at OSP’s premises.

(3.g) In the event that OSP is unable to comply with the obligations stated in this Section School Data., OSP shall promptly notify the School, and the School shall then be entitled (at its option) to suspend the transfer of School Data, require OSP to cease using relevant School Data and/or immediately terminate the Agreement, in whole or in part.

3. THE SERVICE FEE

As consideration for the Services, the School shall pay OSP annual service fees (the “Service Fee”). The Service Fee shall be due in equal monthly installments payable on or before the 10th day of each month in the Term. Annual service fees as follows are based on the percentage of per pupil revenue (PPR as follows:

2013-2014: 3.75% (estimated at $144,296 based on enrollment of 270 students)
2014-2015: 4.00% (estimated at $196,396 based on enrollment of 345 students)
2015-2016: 4.00% (estimated at $226,600 based on enrollment of 398 students)

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the School and OSP represents and warrants as follows:

(1.a) Organization and Tax Exempt Status. It (i) is, and at all times during the Term will be, a corporation duly organized under the laws of New York, and (ii) has applied for federal tax-exemption. It has not taken, nor shall it take, any act that would (i) jeopardize its own tax exempt status or (ii) jeopardize the tax exempt status of the other Party.

(1.b) Authority. It has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby. This Agreement constitutes a valid and binding obligation of the each Party, enforceable against it in accordance with its respective terms. Notwithstanding the foregoing, this Agreement is subject to the approval of the Board of Regents, and shall have no force and effect if (i) that approval is not given or (ii) that approval is withdrawn.

(1.c) Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of such Party, threatened before any Governmental Authority to which it is a party or that
may result in any judgment, order, decree, liability, award or other determination that will or may reasonably be expected to have an adverse effect upon such Party. No such judgment, order, decree or award has been entered against such Party that has, or may reasonably be expected to have, such an effect. There is no claim, action or proceeding now pending or, to the knowledge of such Party, threatened before any Governmental Authority involving such Party that will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(1.d) **Conduct of the School and the Board of Trustees.** Such Party has complied, and at all times during the Term will comply, in all material respects with all local, state and federal laws and regulations that are applicable to such Party, which include but are not limited to the Code, the New York Not-for-Profit Corporation Law, and, with respect to the School, the New York Open Meetings Law and the Charter Schools Act. Such Party has maintained and will maintain adequate records of the activities and decisions of such Party to ensure and document compliance with all such laws and regulations.

4.2 The School represents and warrants as follows:

(2.a) **Due Authorization.** The School is authorized to organize and operate the School and is vested by the Board of Regents with all powers necessary to carry out the educational program outlined in the Charter.

4.3 OSP represents and warrants as follows:

(3.a) **Compliance with Laws.** OSP and each of its trustees, affiliates, directors, officers, partners, successors, assigns, and agents is, and will remain at all times, in compliance with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA"), and OSP shall perform, and shall be responsible for ensuring that its representatives and subcontractors perform, all obligations of OSP under this Agreement in compliance with all laws, rules, regulations and other legal requirements applicable to it.

5. **CONFIDENTIAL INFORMATION**

5.1 **Restrictions on Use of Confidential Information.**

A Party receiving Confidential Information (hereinafter, the "Receiving Party") will limit access to Confidential Information it receives to its employees, officers, consultants, contractors, representatives and agents who have a need to know the Confidential Information for the purposes set forth in this Agreement and who are bound by obligations of confidentiality that are at least as stringent as those set forth herein. A Receiving Party will copy Confidential Information only as reasonably necessary for it to complete the purposes of this Agreement. If a Receiving Party intends to disclose the Confidential Information to a third party, the Confidential Information shall be disclosed (a) only after obtaining written authorization from the Party who disclosed the Confidential Information (hereinafter, the “Disclosing Party”), and (b) only if said third party is under a written obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.
5.2 Exceptions.

Except for School Data that identifies or can be used to identify an individual, this Agreement does not restrict disclosure or use of information that would otherwise qualify as Confidential Information if the Receiving Party can show that any one of the following conditions exists:

(2.a) the Receiving Party knew (as can be shown by reasonable documentary evidence predating the Effective Date of this Agreement) the information prior to disclosure by the Disclosing Party and held it without restriction as to further disclosure;

(2.b) another source that is entitled to disclose the information to the Receiving Party lawfully disclosed the information to the Receiving Party and did not restrict the Receiving Party in its further use or disclosure. The Receiving Party receives or has received on a non-confidential basis the information from a source other than the Disclosing Party;

(2.c) the information was already publicly known when the Disclosing Party disclosed it to the Receiving Party, or was publicly known after the Disclosing Party disclosed it under this Agreement, but through no fault, wrongful act, or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, consultants or agents; or

(2.d) public disclosure is required by government regulation or order. In such case the Receiving Party shall provide the Disclosing Party with advance notice, shall publicly disclose only the minimum amount of Confidential Information of the Disclosing Party necessary to comply with the regulation or order and shall, to the extent requested by the Disclosing Party and reasonably practical, cooperate with the Disclosing Party in seeking confidential treatment of such information.

6. INDEMNIFICATION

6.1 Indemnification.

Each Party shall defend, indemnify and hold harmless the other Party and each of its respective trustees, affiliates, directors, officers, employers, partners, successors, assigns, and agents, from and against any and all Losses incurred or to be incurred by any of them resulting from or arising directly or indirectly out of (i) any breach of such Party’s representations and warranties under this Agreement; or (ii) any material breach by the such Party of this Agreement.

6.2 Indemnification Procedures

Any person or entity that may be entitled to indemnification under Section Indemnification, or this Section Indemnification Procedures (an “Indemnified Party”) shall give written notice to the Party liable for such indemnification (an “Indemnifying Party”) with reasonable promptness upon becoming aware of any third party claims or other facts upon which a claim for indemnification will be based; provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party is prejudiced thereby. The notice shall set forth such information with respect thereto as is then reasonably available to the Indemnified Party. The Indemnifying Party shall be entitled to participate in or, at its option, assume the defense, appeal or settlement of, such third party claims. If the Indemnifying Party assumes the defense, appeal or settlement of such third party claims, such defense, appeal or settlement shall be conducted through counsel selected by the Indemnifying Party, and the Indemnified Party shall
fully cooperate with the Indemnifying Party in connection therewith. The Indemnified Party shall not agree to any settlement of such action, suit or proceeding without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnifying Party shall not agree to any settlement of such action, suit or proceeding that does not include a complete release of the Indemnified Party from all liability with respect thereto or that imposes any liability or obligation on the Indemnified Party without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

6.3 Limitations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL A PARTY BE LIABLE FOR ANY LOST REVENUES OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE STATED IN SECTION INDEMNIFICATION, OSP’S LIABILITY TO THE SCHOOL UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED IN THE AgGREGATE THE SERVICE FEE. For the avoidance of doubt, any fines or penalties assessed on a Party under applicable law arising out of the other Party’s breach of this Agreement are direct damages.

7. TERM AND TERMINATION

7.1 Term.

This Agreement shall have an initial term commencing on the Effective Date and ending on the earlier of the third anniversary of the Effective Date or the termination of this Agreement pursuant to this term (the “Initial Term”) and thereafter shall automatically renew for successive three-year renewal terms (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless written notice of intent to terminate or renegotiate is given by either Party not later than thirty (30) days prior to the end of the Initial Term or any Renewal Term; provided, however, that any such renewal shall be subject to the approval of the Board of Regents. This Agreement may be terminated upon written notice upon the occurrence of any of the following:

(1.a) by either Party:

(1.a.i) upon thirty (30) days written notice for any reason or no reason; or

(1.a.ii) immediately upon proper delivery of notice to the other Party if the other Party: (i) materially breaches any of the terms of this Agreement and such breaching Party does not cure such breach within [fifteen (15)] days of such Party’s receipt of written notice thereof; (ii) becomes insolvent, enters into receivership, or is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; (iii) receives notice from the Internal Revenue Service that its tax exempt status under the Code has been revoked or denied; or (iv) does not have sufficient financial resources to perform its obligations under this Agreement or, with respect to the School, its obligations under the Charter and the Charter Schools Act; or

(1.b) by the School immediately upon proper delivery of notice to the School thereof if the State or the Board of Regents notifies the School of its intention to revoke the Charter with the School, or does so.
7.2 Effects of Termination.

8. Upon the end of the Initial Term or any Renewal Term, the School shall pay OSP any previously unpaid portion of the Service Fee that is due, and, if this Agreement is terminated in accordance with Section by either Party; or by the School immediately upon proper delivery of notice to the School thereof if the State or the Board of Regents notifies the School of its intention to revoke the Charter with the School, or does so, prior to the end of the Initial Term or any Renewal Term, the Service Fee for the Initial Term or such Renewal Term, as the case may be, shall be prorated to the end of the Term. The expiration or termination of this Agreement shall not affect any rights or obligations of the Parties under this Agreement that are intended by the Parties to survive such expiration or termination or any provisions that are required to interpret and enforce the Parties' rights and obligations under this Agreement. Without limiting the generality of the foregoing, Sections School Data, CONFIDENTIAL INFORMATION

8.1 Restrictions on Use of Confidential Information.

A Party receiving Confidential Information (hereinafter, the “Receiving Party”) will limit access to Confidential Information it receives to its employees, officers, consultants, contractors, representatives and agents who have a need to know the Confidential Information for the purposes set forth in this Agreement and who are bound by obligations of confidentiality that are at least as stringent as those set forth herein. A Receiving Party will copy Confidential Information only as reasonably necessary for it to complete the purposes of this Agreement. If a Receiving Party intends to disclose the Confidential Information to a third party, the Confidential Information shall be disclosed (a) only after obtaining written authorization from the Party who disclosed the Confidential Information (hereinafter, the “Disclosing Party”), and (b) only if said third party is under a written obligation to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Agreement.

8.2 Exceptions.

Except for School Data that identifies or can be used to identify an individual, this Agreement does not restrict disclosure or use of information that would otherwise qualify as Confidential Information if the Receiving Party can show that any one of the following conditions exists:

(2.a) the Receiving Party knew (as can be shown by reasonable documentary evidence predating the Effective Date of this Agreement) the information prior to disclosure by the Disclosing Party and held it without restriction as to further disclosure;

(2.b) another source that is entitled to disclose the information to the Receiving Party lawfully disclosed the information to the Receiving Party and did not restrict the Receiving Party in its further use or disclosure. The Receiving Party receives or has received on a non-confidential basis the information from a source other than the Disclosing Party;

(2.c) the information was already publicly known when the Disclosing Party disclosed it to the Receiving Party, or was publicly known after the Disclosing Party disclosed it under this Agreement, but through no fault, wrongful act, or omission, direct or indirect, of the Receiving Party or its officers, directors, employees, consultants or agents; or
public disclosure is required by government regulation or order. In such case the Receiving Party shall provide the Disclosing Party with advance notice, shall publicly disclose only the minimum amount of Confidential Information of the Disclosing Party necessary to comply with the regulation or order and shall, to the extent requested by the Disclosing Party and reasonably practical, cooperate with the Disclosing Party in seeking confidential treatment of such information.

INDEMNIFICATION, INDEMNIFICATION, Effects of Termination, and MISCELLANEOUS of this Agreement shall survive expiration or termination hereof.

9. MISCELLANEOUS

9.1 Independent Contractor.

OSP is performing the Services as an independent contractor and not as an employee of the School. None of OSP’s personnel shall be entitled to receive any compensation, benefit, or other incidents of employment from the School with regard to any services rendered or to be rendered under this contract. OSP shall be responsible for all taxes and other expenses arising from the employment or independent contractor relationship between OSP and its personnel.


The School hereby designates employees of OSP as having a legitimate educational interest such that they are entitled access to education records under FERPA. OSP agrees that it will take reasonable measures to ensure that its employees and agents comply with FERPA at all times.

9.3 Governing Law.

This Agreement, and all rights and obligations of the Parties relating to this Agreement, shall be governed and construed in accordance with the laws of the State of New York without giving effect to any choice-of-law or conflict-of-law principles thereof.

9.4 Dispute Resolution.

4(a) In the event that any dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party’s executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York.

4(b) If the Parties are unable to resolve a dispute in accordance with Section In the event that any dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party’s executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York.
such dispute will be submitted to mandatory and binding arbitration at the election of either Party (the “Disputing Party”) pursuant to the following terms and conditions:

(4.b.i) The Disputing Party will notify the American Arbitration Association (the “AAA”) and the other Party in writing in accordance with the then-current Commercial Arbitration Rules of the AAA (as modified herein) describing in reasonable detail the nature of the dispute. The arbitration shall be conducted by a sole arbitrator who has substantial experience in the area of educational services (the “Arbitrator”).

(4.b.ii) The Arbitrator will allow reasonable discovery in the form permitted by the Federal Rules of Civil Procedure to the extent consistent with the purpose of the arbitration. The Arbitrator will have no power or authority to amend or disregard any provision of this Section If the Parties are unable to resolve a dispute in accordance with Section In the event that any dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party’s executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York., such dispute will be submitted to mandatory and binding arbitration at the election of either Party (the “Disputing Party”) pursuant to the following terms and conditions: or any other provision of this Agreement. In particular, the Arbitrator will not have the authority to exclude the right of a Party to terminate this Agreement when a Party would otherwise have such right. The arbitration hearing will be held in the County of New York in the State of New York, U.S.A. in accordance with the then-current Commercial Arbitration Rules of the AAA (as modified herein), will be commenced promptly, and will be conducted on an expedited basis and in confidence, with each Party being allocated one-half of the time for the presentation of its case. Unless otherwise agreed by the Parties, an arbitration hearing will be conducted on consecutive days.

(4.b.iii) Should the Arbitrator be unable to proceed with arbitration proceedings as called for under this Section If the Parties are unable to resolve a dispute in accordance with Section In the event that any dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party’s executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York., such dispute will be submitted to mandatory and binding arbitration at the election of either Party (the “Disputing Party”) pursuant to the following terms and conditions; such Arbitrator will be replaced by a neutral third party selected by the Parties. If an Arbitrator is replaced pursuant to this subsection Error! Not a valid bookmark self-reference., then a rehearing will take place in accordance with the provisions of this Section If the Parties are unable to resolve a dispute in accordance with Section In the event that any dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party’s executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York., such dispute will be submitted to mandatory and binding arbitration at the election of either Party (the “Disputing Party”) pursuant to the following terms and conditions:

(4.b.iv) The Arbitrator rendering judgment upon disputes between Parties as provided in this Section If the Parties are unable to resolve a dispute in accordance with Section In the event that any dispute arises under this
Agreement, the Parties shall first attempt in good faith to resolve their dispute informally, or by means of mediation as follows: any Party may, upon written notice to the other, submit such dispute to the other Party, or to such Party's executives who have the authority to settle the controversy, who shall meet to attempt to resolve the dispute by good faith negotiations. In the event the Parties are unable to resolve such dispute within thirty (30) days after such notice is received, each Party may elect to submit the dispute to non-binding mediation in New York County, New York., such dispute will be submitted to mandatory and binding arbitration at the election of either Party (the "Disputing Party") pursuant to the following terms and conditions: will, after reaching judgment and award, prepare and distribute to the Parties a writing describing the findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The Arbitrator will not have the power to award exemplary or punitive damages, any damages in excess of the limitations contained in Section Limitations., or any other damages specifically excluded by this Agreement. Each Party will bear its own costs and legal fees and the Arbitrator will not have the power to award costs or legal fees to the prevailing Party. The cost of the Arbitration and the fees of the Arbitrator shall be shared on a 50/50 basis by the Parties. The award of the Arbitrator will be final and binding on the Parties, and judgment thereon may be entered in any court of competent jurisdiction.

9.5 Breach and Waiver.

No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision hereof. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any provision of this Agreement shall, or shall be deemed to, constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly stated.

9.6 No Third Party Beneficiary Rights.

No third party, whether a constituent of the School, a member of the community, a student or parent/guardian of a student of the School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or OSP in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

9.7 Notices.

All notices, demands, consents or other communications that either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered on the earlier of (a) when personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed; provided that, with respect to (d), a separate copy is also delivered on such date pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

OSP:
The Open School Project, Inc.
37-24 24th Street, Suite 343
Long Island City, New York 11101
Attention: Steven Zimmerman, Director
The School:
Academy of the City Charter School
36-14 12th Street
Long Island City, New York 11106
Attn: Richard Lee, Principal

WITH A COPY TO
Nancy Sills, Trustee
115 East 9th Street, Apt. 11C,
New York NY 10003

Any Party may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

9.8 Defined Terms and Use of Terms.

All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms “hereunder,” “herein,” “hereby,” and similar terms refer to this Agreement.

9.9 Section Headings.

The headings in this Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

9.10 Resolution of Conflicts.

To the extent there are any conflicts between the terms of this Agreement and the Charter, the Charter shall control.

9.11 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.

9.12 Modifications and Amendments; No Parol Evidence.

This Agreement (including any exhibits and schedules to this Agreement) may be altered, changed, added to, deleted from or modified only by agreement in writing approved by the Parties. Accordingly, no course of conduct or custom shall constitute an amendment or modification of this Agreement, and any attempt to amend or modify this Agreement orally, or in a writing not so approved, shall be void. This Agreement may not be modified, supplemented, explained or waived by parol evidence.
9.13 Assignment.

This Agreement, including without limitation the rights granted herein, may not be assigned, transferred, pledged, or hypothecated by either Party, whether voluntarily or involuntarily, without the prior written consent of the other Party. Any attempt by either Party to assign this Agreement in whole or in part without the prior written consent of the other Party shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their successors and permitted assigns.

9.14 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall be deemed to be one and the same Agreement.

9.15 No Joint Venture.

Neither Party, together in each case with its respective employees or representatives, are, under any circumstances, to be considered as employees, partners, joint venturers, agents or representatives of the other by virtue of this Agreement, and neither Party shall have the authority or power to bind the other Party or contract in the other Party’s name.

9.16 Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of this Agreement in such jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

[signature page follows]
IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

THE OPEN SCHOOL PROJECT

[Signature]
By: Steven Zimmerman
Title: Executive Director

[Signature]
By: Richard Lee
Title: Principal

ACADEMY OF THE CITY CHARTER SCHOOL
Exhibit A
Foundation Bylaws
Response E – Request for Charter Extension

Academy of the City Charter School requests an extension of its present charter term until July 15, 2016. Please see attached document: Response E – Request for Extension Minutes for record of vote that was taken at our regular public board meeting to this effect.
Response E – Supplemental Information

Please consider the following documents submitted to supplement the renewal application.

Response E – Request for Charter Extension: This is Academy of the City’s formal request to extend the term of the current charter through July 15, 2016.

Response E – Request for Extension Minutes: These are the minutes of the July 21, 2015 Board meeting which show a vote by the Board requesting the extension of the charter term.

Response E – OSP Contract: This is the contract between Academy of the City and a critical partner organization, The Open School Project (OSP).

OSP was instrumental in developing the original application to open the school, including developing the initial curriculum. It played a significant role in all pre-opening school activities, and has continued to serve the school in an advisory role. OSP helped the school find its current facility and continues to offer the school guidance and support regarding facility needs as it expands to its final grade at the conclusion of the initial charter term. More recently, OSP helped in the formation and leadership of the Coalition of Community Charter Schools, a group of over 50 independent charter schools in NYC. This group effectively advocated for facilities relief for charter schools in private space, which was of great benefit to AoC. In addition to this facilities support, at the time of submission of this renewal application, services that the school receives from OSP include:

- Advocacy on behalf of the school.
- Authorizer relations.
- Support in identifying vendors for a new student information system (SIS), website development and other technology needs.
- Training of teachers in the use of ePorfolio – an online platform for developing meaningful and effective student portfolios to measure student growth.
- Support to the board in carrying out a thorough principal evaluation (based on an evaluation tool developed by OSP).
- Board recruitment and training, including facilitation of the board’s annual retreat.
- Grant writing.

OSP had been heavily involved in planning a middle school extension for AoC; however, after a thorough analysis of the school’s current needs, the AoC Board of Trustees chose to postpone middle school planning to focus on ensuring that the school is attaining the strongest possible educational outcomes with its current grades. The Board is in the process of negotiating an amendment of the contract to ensure that during the last year of its term, OSP will provide services to the school that will benefit AoC during that year and in planning for the next charter term.

OSP has never intended to be a long term, ingrained presence in the school. Instead it has focused on school start-up and navigating challenges in the initial charter term. In the next charter term, OSP will be available to continue playing a supporting role for the school if requested by the school. At the time of the submission of this application, an amendment to the contract between AoC and OSP governing the final year of the contract is being negotiated with a goal of having the amendment in place by the Fall of 2015.
III. ACADEMIC PROGRAM

Attachment 14(a) Discuss how the curriculum will be aligned to state standards, and aligned from grade to grade.

All parts of the OWN Charter School II curriculum as laid out in the crosswalks in Exhibit C have been directly drawn from the New York State standards and thus are aligned to these standards. Because the curriculum is based on the state standards, it also follows that the curriculum is aligned from grade to grade since each year’s curriculum in each subject area builds on the curriculum of the previous grade and predicts and anticipates what will be studied in the following grade. At OWN Charter School II, a process will exist to ensure that operationally the alignment is reflected in classroom teaching and learning. Teachers will be provided with the time to work in collaboration with their colleagues within and across the grade span, with the guidance of the Director of Curriculum and Instruction, and will be in continual dialogue regarding the work in which their students are engaged and the performance levels of their students. This is particularly important at OWN Charter School II, because as is illustrated in the crosswalks in Exhibit C, in many cases the School’s grade standards go beyond grade level state standards. Therefore, in order to ensure students continue to advance forward, even beyond what is expected by the State, it is not enough for teachers to ensure alignment with grade by grade state standards. Teacher must be aware of where student learning has exceeded the standard so that there is continuity in this advanced learning as students move from grade to grade.
III. ACADEMIC PROGRAM

Attachment 14(b) Discuss how the proposed charter school will operationalize its curriculum component. More specifically,

(1) **Who will be involved in creating or selecting curriculum before the school opens and each year that new grades or classes are added?**

OWN Charter School II’s curriculum in the first year is based on that of OWNCS. The curriculum as laid out in Exhibit C Curriculum Crosswalks has been adopted from OWNCS, although refinements have been incorporated in these crosswalks based on OWN Charter School II’s particular areas of focus and needs.

While OWN Charter School II has laid out the K-2 curriculum in Exhibit C based on OWNCS, there still will be flexibility to continue to refine and revise what will be taught and the order in which it will be taught. The OWNCS curriculum provides a baseline for OWN Charter School’s II curriculum. As discussed in latter parts of this question, OWN Charter School II will engage in an ongoing reflective process with administrators, teachers, assistant teachers and support specialists (Reading Specialists, Special Education teachers, ESL teachers) to assess whether or not the needs of all learners are being met in order to make recommendations as whether to revise the curriculum and how best to do so to address identified needs.

(2) **How teachers will know what to teach and when to teach it?**

Teachers will know what to teach and when to teach it because each teacher, including teaching assistants and support specialists, will have the year’s curriculum laid out in a scope and sequence for each subject. The scope and sequence will be initially developed by the Director of Curriculum and Instruction and provided to teachers at the beginning of the school year. The Director of Curriculum and Instruction will develop each curriculum map directly in response to the New York State Standards (and the OWN Charter School II standards which may in some cases exceed State Standards). This initial scope and sequence, however, will be a flexible document that will continue to be honed during the course of the school year through a collaborative process with teachers under the guidance of the Director of Curriculum and Instruction. Teachers are invited to collaborate giving opinions and making suggestions as to how to continually refine the scope and sequence based on their experience in the classroom and the information they are gleaning from student assessment data. In all cases, any refinements to the scope and sequence will be guided by the State standards and OWN Charter School II standards as discussed below in the response to the process by which curriculum will be reviewed and revised.

Importantly, the Director of Curriculum and Instruction will ensure that teachers are cognizant of what is being taught across grade levels so that instruction is balanced across the grade span. This is important particularly in cases when the same concepts are revisited in different grade levels. We want to ensure that the same activities are not used to teach the concept but instead teachers guide the students to reflect back on previous learning and take the exploration of the concept to deeper, more complex levels. Thus, collaboration among K-2 teachers and 3-5 teachers is critical to cross-plan how each grade will cover similar topics in different and increasingly advanced ways.

(3) **What curriculum guidance resources will be available to support instructional planning, e.g. curriculum maps, scope and sequences, pacing calendars, curriculum developers or other instructional support staff?**

Teachers will have a variety of curriculum guidance resources available to support instructional planning. First and foremost, the School has a designated Director of Curriculum and Instruction whose overarching function is to guide and support teachers in their delivery of instruction in the classroom. The Director of Curriculum and Instruction will play an instrumental role in the development of scope and sequences, curriculum maps and pacing guides that will be available to all instructional staff. These documents will be living documents that will continue to be refined, as necessary based on student assessment data, through teacher collaboration guided by the Director of Curriculum and Instruction within the construct of State standards and OWN Charter School II standards. In addition to the Director of Curriculum and Instruction, the School will have designated instructional specialists—Reading Specialists, Math Specialist, Special Education teachers and ESL teachers. These instructional specialists
also play an important role in providing guidance and assistance to classroom teachers and teaching assistants under the direction of the Director of Curriculum and Instruction to ensure all needs are being addressed.

(3) **What instructional materials will be used in the classroom?** [If commercial or other pre-existing curriculum programs will be used, explain the process for their selection. If already selected, provide any evidence regarding their effectiveness with the target population. If curriculum materials will be created explain the process for doing so and who will be involved.]

OWN Charter School II plans to utilize the same instructional materials as OWNCS to deliver its math, social studies and science curriculum. In these subjects, it is a combination of both commercial programs chosen by OWNCS and curriculum programs created by OWNCS. In all cases, the commercial curriculum programs are aligned to New York State standards and the teacher-developed curriculum was created specifically in response to the New York State standards (as well as OWNCS standards) through collaboration with OWNCS teachers and guidance and support of the school’s Curriculum Director. The home-grown curriculum has demonstrated success with OWNCS students as reflected in their students’ state assessment scores which have, on every grade level and every tested subject area, exceeded those of the students in the surrounding district. The following describes the instructional material by subject area:

**Math**

For Grades K-2, OWN Charter School II will utilize OWNCS’ developed math curriculum supplemented by TERC’s *Investigations in Number, Data and Space*. OWNCS’ K-2 Math curriculum was developed in response to the school’s challenging math standards. OWNCS’ math standards have been aligned to the National Council on Teachers of Mathematics’ standards, which meet and in some cases exceed New York state math standards. OWNCS found that no one commercial math curriculum for the K-2 span addressed to their satisfaction the skills and knowledge that K-2 students were expected to acquire to meet the school’s math standards. The instructional materials were developed by the school’s Curriculum Director in collaboration with teachers over the course of the last six years.

OWNCS’-developed K-2 math curriculum provides students with models and multiple representations of math concepts and maintains daily practice to develop computational fluency and competence in addition to integrating the skills into real-world contexts. Students gain a deep understanding of equivalents, functions, patterns through the introduction of algebraic thinking. *Investigations in Number, Data and Space* which supplements the curriculum is grounded in science of cognitive development in mathematical thinking and best-practices. Like OWNCS, OWN Charter School II will use TERC’s *Investigations in Number, Data and Space* to deliver its math curriculum for Grades 3-5. The *Investigations* curriculum was the result of 20 years of research, which was funded in part by the National Science Foundation. The curriculum is aligned to New York State standards. OWNCS was particularly drawn to *Investigations*’ recognition of the time that students need to develop a strong conceptual foundation and skills based on that foundation. In *Investigations*, each curriculum unit focuses on an area of content, in depth, providing 2 to 5 1/2 weeks for students to develop and practice ideas across a variety of activities and contexts that build on each other. The units also address the learning needs of all students. The investigations are carefully designed to engage all students in mathematics—girls and boys; members of diverse cultural, ethnic, and language groups; and students with a wide variety of strengths, needs, and interests—which sums up the community we expect to have at OWN Charter School II.

Finally, leveled library books round out the instructional materials for mathematics. Each classroom will have a math library. Because language development and literacy are infused as an essential element of all core subject instruction, math instruction also incorporates topic-appropriate leveled readers that are read to or read by students. In addition, math journaling is an important daily component of math instruction and also ties directly to ELA writing standards. The journals allow students to focus on correct use of the language of math; it demonstrates their ability to explain their reasoning, describe step-by-step processes, clarify their thinking and demonstrate their understanding of mathematical concepts. The incorporation of leveled readers and journal writing serve to not only reinforce math concepts, but also provide additional opportunities for students to focus on their listening, speaking, reading and writing skills.

**Social Studies**

Attachment 14(b)-2
OWN Charter School II will use a combination of instructional materials from the Teacher Curriculum Institute (www.teachtci.com)—a theory and research-based social studies curriculum, OWNCS teacher-developed curriculum and leveled library books to deliver its K-5 Social Studies curriculum. Teacher Curriculum Institute’s (TCI) curricular approach to social studies is aligned with OWN Charter School II’s instructional approach. The material and the TCI approach is aligned with our workshop model and its underlying strategies to engage multiple intelligences (the curriculum incorporates six types of activities—visual discovery, social skills builder, experiential exercise, writing for understanding, response groups, problem solving group work). It utilizes structured reading materials to enable all learners to understand what they read and apply what they have learned. At the end of each lesson, there is a process assignment further involving multiple intelligences and higher-order thinking skills by challenging students to synthesize what they have learned and apply the information to a variety of creative ways. Finally, the curriculum includes TCI designed assessments that encourage students’ use of various intelligences to demonstrate their understanding of key concepts. Teachers can utilize this assessment data to inform their instruction.

OWNCS teachers over the course of the last several years have also developed their own activities to address social studies standards. These teacher-designed curriculum have been used in conjunction with the TCI materials to deliver OWNCS’ comprehensive social studies curriculum which be adopted by OWN Charter School II. The curriculum allows students to develop and fine-tune their historical thinking, geographical thinking, chronological thinking and understanding of historical perspective and the difference between fact and opinion.

OWN Charter School II’s social studies curriculum has geography as a prominent component and uses geography as a focal point to the greatest degree possible. Geography was chosen by OWNCS out of recognition of the fact that American students are woefully unprepared in geography (the disturbing stories about high school students unable to locate Iraq on a map come to mind). In addition because of the ethnically diverse population the school serves, geography served as a logical point of departure for the social studies curriculum. In addition, the focus on geography lends itself to an integration with other subjects like math (spatial awareness) and many aspects of science (physical science, economics, cultural geography) which are all explored in the social studies curriculum across grade levels.

OWNCS’ unique Pillars curriculum addresses the social studies standards for civics and citizenship. Too often the exploration of civics and citizenship is relegated to learning vocabulary, but at OWN Charter School II students experience the concepts of civics and citizenship beginning with morning meeting and throughout the day as a focal point for lessons and activities.

Finally, leveled library books round out the instructional materials for social studies. Each classroom will have a social studies library. Since language development and literacy are infused as an essential element of all core subject instruction, social studies instruction also incorporates topic-appropriate leveled readers that are read to or read by students. Social Studies also incorporates daily journal writing. These journals provide students with additional opportunities to develop their writing and reading skills which are needed for document-based questions. Through journaling, students learn how to use different kinds of language (for instance informative language, persuasive language), how to differentiate between fact and opinion and develop their nonfiction writing skills. Leveled books and daily journaling serve to not only reinforce social studies issues and concepts, but provide additional opportunities for students to focus on their listening, speaking, reading and writing skills.

**Science**

OWN Charter School II’s science curriculum will be delivered through a combination of FOSS Kits, Delta Science Modules and OWNCS teacher-developed curriculum. The FOSS program is aligned with the school’s workshop model of instruction as the pedagogies utilized in the FOSS program include inquiry, hands on active learning, multi-sensory methods, student to student interaction and discourse and reflective thinking. The discourse requires students to put their ideas and experience into words and supports the school’s focus on literacy and language development. Importantly, the discourse and reflection process requires students to process the information, verify it for themselves and then validate what is known. This is the essence of science—thinking about what the experience with materials tells you about the world. Delta Science Modules provide teachers with additional resources to expand student exploration by tailoring the science program to meet students’ needs as well as the
curricular standards. The modules are used in conjunction with the Foss program kits and the OWNCS teacher-developed curriculum.

Finally, leveled library books round out the instructional materials for science. Each classroom will have a science library. Since language development and literacy are infused as an essential element of all core subject instruction, science instruction also incorporates topic-appropriate leveled readers that are read to or read by students. Journaling again is an important part of science. Students keep science journals in which they document experiments, record observations, keep records, describe processes and activities, take notes from texts, oral presentations, media and interviews. Leveled readers and journaling serve to not only reinforce science concepts, but provide additional opportunities for students to focus on their listening, speaking, reading and writing skills.

**English Language Arts**

It is in English Language Arts where OWN Charter School II will depart from OWNCS’ chosen curriculum. As a replication of OWNCS, OWN Charter School II has chosen not to become an exact clone, but rather has chosen to be selective in what it adopts and adheres to closely, what it adopts with modification and what will be a departure from the current design and program. ELA reflects this last alternative. Where OWNCS utilizes the Readers and Writers Workshop Project at Columbia University, OWN Charter School II will create and implement its own chosen curriculum to deliver the New York State ELA standards (and OWN Charter School II’s standards) involving reading, writing, speaking and listening skills. OWN Charter School II made this decision out of recognition of the particular needs of the special populations it expects to serve and the additional emphasis it seeks to make in literacy standards beyond those laid out in the New York State ELA standards.

OWN Charter School II will utilize a readers and writers workshop model to deliver the curriculum that is consistent with the workshop model utilized in all other areas of instruction. OWN Charter School II will develop its own balanced ELA curriculum that meets and in some cases exceeds the New York State standards.

OWN Charter School II embraces the standards as set forth by the National Council of Teachers of English which include the following:

1. Students read a wide range of print and non-print texts to build an understanding of texts, of themselves, and of the cultures of the United States and the world; to acquire new information; to respond to the needs and demands of society and the workplace; and for personal fulfillment. Among these texts are fiction and nonfiction, classic and contemporary works.
2. Students read a wide range of literature from many periods in many genres to build an understanding of the many dimensions (e.g., philosophical, ethical, aesthetic) of human experience.
3. Students apply a wide range of strategies to comprehend, interpret, evaluate, and appreciate texts. They draw on their prior experience, their interactions with other readers and writers, their knowledge of word meaning and of other texts, their word identification strategies, and their understanding of textual features (e.g., sound-letter correspondence, sentence structure, context, graphics).
4. Students adjust their use of spoken, written, and visual language (e.g., conventions, style, vocabulary) to communicate effectively with a variety of audiences and for different purposes.
5. Students employ a wide range of strategies as they write and use different writing process elements appropriately to communicate with different audiences for a variety of purposes.
6. Students apply knowledge of language structure, language conventions (e.g., spelling and punctuation), media techniques, figurative language, and genre to create, critique, and discuss print and non-print texts.
7. Students conduct research on issues and interests by generating ideas and questions, and by posing problems. They gather, evaluate, and synthesize data from a variety of sources (e.g., print and non-print texts, artifacts, people) to communicate their discoveries in ways that suit their purpose and audience.
8. Students use a variety of technological and information resources (e.g., libraries, databases, computer networks, video) to gather and synthesize information and to create and communicate knowledge.
9. Students develop an understanding of and respect for diversity in language use, patterns, and dialects across cultures, ethnic groups, geographic regions, and social roles.
10. Students whose first language is not English make use of their first language to develop competency in the English language arts and to develop understanding of content across the curriculum.
11. Students participate as knowledgeable, reflective, creative, and critical members of a variety of literacy communities.
12. Students use spoken, written, and visual language to accomplish their own purposes (e.g., for learning, enjoyment, persuasion, and the exchange of information).

OWN Charter School II will have an increased emphasis on speaking and listening skills above and beyond the standards for these skills laid out in the New York State standards. This increased emphasis on these standards comes out of the recognition that oral language provides the foundation for literacy development. Given OWN Charter School II’s commitment to serve ELLs, this is particularly important. According to a report published by The Education Alliance at Brown University, “…ELLs…need daily opportunities to learn and practice oral English in order for their literacy skills to flourish. ELLs learn English primarily by listening to language in use around them, while using context to figure out what the spoken words mean. This language serves as the input or data that learners internalize and use to express their own meanings in their interactions with others.” As discussed previously, ELLs are not the only population in need of this emphasis on oral language for literacy development. Research has shown that students from poverty-level backgrounds have limited exposure in their homes to language as compared to their more advantaged counterparts. Thus, in many ways, these students need as much support in English language development as those students whose home language is not English. Among the instructional strategies recommended by the Education Alliance to address the emphasis on oral language are:

1. Teachers include listening as an integral part of reading and writing instruction.
2. Teachers employ a variety of effective strategies that involve students as active and engaged listeners.
3. Teachers guide students to identify literary elements as they read aloud, listen to, and discuss books together.
4. Teachers help students understand and make connections to their reading through social interactions in which students listen to and build upon each other's responses to the text.
5. Teachers provide opportunities for students to discuss insights from their reading with each other.
6. Teachers model and explain text-to-self, text-to-text, and text-to-world connections for their students.
7. Teachers include daily sharing as an important activity in their classrooms.
8. Teachers provide ample opportunities for students to talk about familiar topics and then demonstrate to students how talking better enables them to write.
9. Teachers have regular conversations with individual students about their writing, thereby enabling students to improve the quality of their work.
10. Teachers model how to verbalize understandings and questions about readings and then provide opportunities for students to practice these comprehension strategies.

OWN Charter School II’s ELA standards will also address standards in other literacies, particularly NCTE standards related to viewing and visual representation. OWN Charter School II recognizes that to participate in a global society, we must continue to extend the ways in which we communicate. Communication will continue to evolve in the 21st century in which our children are growing up and which our children will ultimately impact as adults. For right or for wrong, print is no longer the dominant media format. The role has been fast usurped by electronic media. To be literate today, people must be able to:

- Decode, understand, evaluate and write through, and with, all forms of media; and
- Read, evaluate and create text, images and sounds, or any combination of these elements

In other words, literate individuals must possess media literacy as well as print literacy, numeral literacy and technological literacy. The NCTE addresses this competency in one of their literacy standards, “Students participate as knowledgeable, reflective, creative, and critical members of a variety of literacy communities,” and recommends that teachers and students need to expand their appreciation of the power of print and nonprint texts. Teachers can do so by guiding students in constructing meaning through creating and viewing nonprint texts.

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Therefore, OWN Charter School II’s ELA standards and scope and sequence will reflect the need for our students to be media literate.

The Director of Curriculum and Instruction will use National Council of Teachers of English books and guidelines, resources like The Education Alliance at Brown University research on oral language and others, as well as the New York State standards, to direct the unit by unit planning of scope and sequence for each grade level.

The process for developing the OWN Charter School II ELA curriculum will begin with the Director of Curriculum and Instruction producing a baseline for the scope and sequence prior to the first year of operations. This scope and sequence will be reviewed as part of the pre-opening professional development with the first year teaching staff. The scope and sequence will be a fluid document and will be adjusted throughout the year by incorporating teacher’s recommendations to pinpoint lesson focal points to meet needs based on student assessment data. In subsequent years, the Director of Curriculum and Instruction will guide the process of developing the Grades 2-5 scope and sequence with instructional staff, including the ESL teachers, Special Education teachers and Reading Specialist in addition to the classroom teachers. The scope and sequences will be developed within the construct of both NYS Standards and NCTE standards paying careful attention to previous year’s teaching and learning and subsequent year’s teaching and learning so that curriculum is aligned from grade to grade. By including specialists in the development of the curriculum, the needs of the school’s special populations—special education students, at-risk students and ELLs—are front and center in the curriculum’s development.

Based on the OWN Charter School II ELA curriculum, instructional materials will be created or drawn from many sources—including the NCTE which provides tremendous resources to K-12 teachers in delivering instruction. In addition, to support students in their acquisition of reading, writing, listening and speaking skills, every classroom will be outfitted with a comprehensive library of leveled readers so children are able to practice the specific reading skill or strategy that is modeled in the workshop using authentic texts that are appropriate for their abilities. OWN Charter School II recognizes that in the early years, there may be a need to supplement the OWN Charter School II developed ELA curriculum with commercial curriculum that focus specifically on phonics, spelling vocabulary and grammar. Therefore, such published texts as Pearson’s *Words Their Way: Word Study in Action* which provides instruction in phonics, spelling and vocabulary and *Grammar Alive!* which provides a hands-on approach to teaching grammar in the classroom may be incorporated to supplement the curriculum. Although packaged curriculum may be used to address these areas, OWN Charter School II will always look critically at its implementation within ELA instruction to identify ways to improve its use.

(5) **What process will the school use to review and revise the curriculum on, at least, an annual basis, and how teachers will be involved in that process?**

OWN Charter School II will formally review curriculum on a quarterly basis. The process is a collaborative one involving administrators and teachers. During quarterly review, the participants review and reflect on quarterly assessment data and their meaning in relation to meeting the standards. Scope and sequence and pacing guides are discussed and evaluated during this process to determine what, if any, refinements need to be made for the subsequent quarter. This goal of this process is to discuss recommendations for changes in the curriculum that may better allow teachers to meet the needs of all students. At the end of the school year, the curriculum review is a more comprehensive process. It involves the annual review of student data and reflection of teachers, instructional specialists and administrators. This review process may result in changes to the order of the following year’s scope and sequence, an enhancement to or complete replacement of any published curriculum used by the school, among other potential changes.

It is important to note that the ongoing professional development process which involves teachers’ reflections on instruction and what worked and did not work in their classrooms and discussions of curriculum and scope and sequence also allows the opportunity to make real-time adjustments to instructional content. Adjustments can be made in response to student interests and to current events, all within the context of New York state standards. For instance, OWN Charter School teachers were able to introduce the recent events surrounding the volcanic activity in Iceland in their lesson plans in science and social studies. OWN Charter School II’s commitment to reflective practice and ongoing professional development and collaboration allows for curriculum to be continually honed to meet students’ needs and leverage students’ interests and prevailing events in the world to support student learning.
What will be the school’s procedures for evaluating whether the curriculum is successfully implemented and effective for all students?

The School’s process for evaluating whether or not the curriculum has been implemented successfully and is effectively addressing the needs of all learners is tied to the teacher evaluation process. Each year, administrators evaluate on an ongoing basis whether teachers are implementing not only the curriculum effectively, but also instructional strategies to ensure the needs of all learners are met. This is accomplished through teacher observations by the Director of Curriculum and Instruction as well as an ongoing self-reflection tool utilized by teachers. On a quarterly basis, teachers complete Teacher Documentation Forms in which teachers identify the standards they have addressed during each quarter and indicate by student whether each student (1) has acquired the skills and knowledge to meet the standard; (2) has acquired the skills and knowledge to exceed standard; (3) is making progress in the skills and knowledge necessary to meet the standard and (4) is at an introductory stage related to the standard. Teachers are then required to develop an individual action plan for each student that will set goals, strategies/interventions for meeting the goals, the timeframe in which goals will be met, and a process for re-evaluating progress towards the standard. In those cases where students have met or exceeded the standard, individual action plans will be developed that indicate how the students will be allowed to continue to push forward. This process underscores the fact that at OWN Charter School II teachers teach to the child, they do not teach to the middle.
Attachment 14(c)  Explain how the curriculum will help all student achieve at high levels, including students with disabilities, English language learners, and students below or above grade level, e.g., gifted and talented students.

Most educators would agree that good instruction can overcome bad curriculum and result in positive student learning, but good curriculum will have little to no impact on student learning if delivered through bad instruction. Thus quality instruction lies at the heart of OWN Charter School II’s educational program; and it is the instruction that will ensure that OWN Charter School II’s purposeful curriculum will help all students achieve at high levels, including students with disabilities, ELLs, at-risk students and gifted students.

As discussed previously, OWN Charter School II’s workshop model of instruction is a model that supports differentiated instruction in a classroom of heterogeneous children. Thus, the model supports teachers in teaching to the individual child as opposed to teaching to the middle where the needs of children at the top and bottom of the continuum are left unmet. The model requires that teachers are attuned to what ongoing student assessment is telling them about each child or their class as a whole, so that targeted intervention can take place in the guided portion and individual conferencing portions of the model or lessons can be re-addressed if class-wide data reflects that need. This data-driven component is essential in ensuring that all students achieve at high levels.

Teachers will be supported in their capacity to differentiate their lessons to address the needs of all learners, whether that is allowing the gifted student to engage in more complex applications of a particular unit of study or supporting language development of the ELL student without sacrificing rigorous content in that same unit. Teachers will be expected to produce lesson plans that show evidence of how s/he has differentiated instruction for special groups of students who may be in his/her class including: ELLs, special education students, gifted and talented students. The lesson plans are expected to also indicate how s/he will assess students’ attainment of the goals and objectives of the lessons.

OWN Charter School II’s model of sheltered instruction addresses the need for ELLs and other students who struggle with language development (i.e. Title I students) to acquire English language skills without sacrificing challenging and rigorous content material in core subjects. OWN Charter School II’s investment in this model along with the instructional staff to deliver it effectively leverages the school’s strong curriculum in ELA, math, science and social studies.

As discussed in Attachment 14(b) and delineated in Exhibit C Curriculum Framework, the OWN Charter School II curriculum has a strong underlying focus on literacy, especially speaking and language skills. As discussed throughout Attachment 14, the need to address language development lies at the core of such populations as ELLs and Title I students in moving them to achieve proficiency in all content courses.

OWN Charter School II’s educational model taken as a whole—quality instruction informed by data, robust staffing, quality professional development and rigorous curriculum—will allow all the school’s learners to excel academically.
Attachment 15(b)  Provide a list of non-instructional staff for the school for each year of the charter that you are seeking.

The following table provides a list of the non-instructional staff that will be employed by the school in the first charter term.

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</thead>
<tbody>
<tr>
<td><strong>Grades Served</strong></td>
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<td>K-2</td>
<td>K-3</td>
<td>K-4</td>
<td>K-5</td>
</tr>
<tr>
<td>Number of Students</td>
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<td>156</td>
<td>208</td>
<td>260</td>
<td>312</td>
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<tr>
<td>Principal</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Director of Finance &amp; Operations</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Director of Curriculum &amp; Instruction</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td>Special Education Coordinator</td>
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<td>1</td>
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<tr>
<td>Educational Technologist</td>
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<tr>
<td>Data Analyst</td>
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<tr>
<td>Administrative Assistant</td>
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<td>1</td>
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<tr>
<td>Receptionist</td>
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<tr>
<td>Nurse</td>
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<td>1</td>
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<tr>
<td>Custodian</td>
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<td>1</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>
III. ACADEMIC PROGRAM

Attachment 17(a)  Please provide an assurance that you will administer the complete battery of state tests. If the school you propose would only have two years of state test data after completion of its fourth year of operation, please indicate which nationally-normed reading and math standardized test you would likely administer in addition to the state tests. Also, indicate the grades in which it will be administered and a rationale for having chosen the particular test.

OWN Charter School II will administer all mandated New York State assessments to its students as required by law. Specifically, the School will administer the following assessments to the following grades of students:

- The New York State English Language Arts exam—Grades 3-5
- The New York State Mathematics exam—Grades 3-5
- The New York State Science exam—Grade 4
- The New York State Social Studies exam—Grade 5
- The Language Assessment Battery-Revised (LAB-R)—All grades (to new students in the school who are identified as potential ELLs by the Home Language Questionnaire) to determine English proficiency.
- The New York State Alternative Assessment—Grades 3-5 if needed as determined by student’s IEP.
- The New York State English as a Second Language Achievement Test—to ELLs in all grades to determine if proficiency has been met to be removed from ESL services.
- The ITBS Reading and Math—Grades 1-5
- The E-CLAS early literacy assessment—Grades K-2
- The Fountas & Pinnell Benchmark Assessment System—Grades K-5, 6-week assessments

The purpose of each assessment is described below as well as in the table in Attachment 17 (b). The E-CLAS and ITBS will be administered to all OWN Charter School II students at enrollment¹ to establish a baseline and in subsequent years to indicate academic growth. Due to their age, kindergarten students will not be assessed on the ITBS. The ITBS will be administered to all students in Grades 1-5 in reading and math upon their entrance into the School to establish a baseline and then every Spring thereafter. The results of these administrations will provide information for national and school-to-school comparisons as well as providing year-to-year growth information for each student. This measure will provide both NCE’s and grade levels and can be used for the purpose of identifying areas of weakness and strength. Teachers and administrators will be able to use the information from these assessments to inform instruction as well as measure the success of the School.

_Iowa Test of Basic Skills (ITBS)_

The ITBS, a nationally-normed, standardized achievement test will be administered in grades 1 through 5 upon enrollment in the School and then every spring. The results will be used to identify areas of weakness for the purpose of developing academic interventions and to measure growth over time. The outcomes for individual students, as well as the outcomes for entire classes, will be used for instructional planning and for the development of academic interventions when necessary. The ITBS was developed and has been tested for decades by the University of Iowa. The ITBS is published by Riverside Publishing and there is a wealth of research behind the development of the assessment and tests are available from the spring of kindergarten through high school. The early assessment measures the extent to which a child is cognitively prepared to begin academic work as well as core subject tests for those students who have beginning literacy skills. Skill assessment expands in breadth and depth with each grade level. The ITBS provides dependable information about each student, information which the teacher can then use to modify lessons by targeting specific skills. This test was chosen because of the depth of information provided by the results, allowing teachers and administrators to address the

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¹ The ECLAS-2 will be administered to Grades K-2 only.
needs of individual students and entire classes by identifying problem areas within the curriculum itself. Further, the ITBS provides normal curve equivalents necessary to track growth over time.

**Early Childhood Literary Assessment System (ECLAS-2)**

The ECLAS-2 is available through the New York City Department of Education and is published and supported by CTB McGraw Hill. Students in kindergarten through Grade 2 can be assessed in four major strands in early literacy: *phonemic awareness* (rhyme recognition, rhyme generation, syllable clapping, initial consonants, final consonants, blending, segmenting), *phonics* (alphabet recognition, alphabet writing, spelling, decoding), *reading and oral expression* (vocabulary, sight words, concepts of print, emergent reading, reading accuracy, reading comprehension, oral expression, reading rate, reading expression), and *listening and writing* (listening comprehension, writing expression, writing development).

The ECLAS-2 provides valid and reliable measures of the four major strands resulting in a comprehensive diagnostic picture of the child’s early literacy skills. ECLAS-2 is a well researched, valid and reliable assessment for grades kindergarten through Grade 3—although we will only use the assessment until grade 2. The ECLAS-2 Technical Report provides evidence for internal, inter-rater, content, construct, and concurrent validity. This assessment was chosen because it targets specific areas of weakness for individual children, which when collapsed shows areas of weakness in the curriculum. Using the data gleaned from this assessment, teachers and administrators can target students for very early reading interventions.

**Fountas & Pinnell Benchmark Assessment System**

Fountas & Pinnell Benchmark Assessment System will be utilized as the ELA six-week assessment system. This running records assessment provides teachers with current diagnostic information that informs their grouping of students in the guided instruction portion of the workshop model allowing for further support, reinforcement and practice of skills with students when needed. Through this assessment, an analysis of the reading cue systems is analyzed. This analysis will enable the teacher to support the reading cue systems that are and are not being utilized. Fluency is also measured in this assessment. Lessons are provided to support teacher interventions to improve reading skills and strategies. Teachers can develop a plan of action for each student following each six-week assessment, which will drive the instructional program.

The Fountas & Pinnell Benchmark Assessment System is a formative reading assessment comprised of 58 high-quality, original titles divided evenly between fiction and nonfiction. The assessment measures decoding, fluency, vocabulary and comprehension skills for students K-8. This assessment tool can be used by teachers, literacy specialists and others to determine students’ developmental reading levels for the purpose of informing instruction and documenting reading progress.

The Fountas & Pinnell Benchmark Assessment System texts were demonstrated to be both reliable and valid measures for assessing students’ reading levels. In fact, there is a strong relationship between the reading accuracy rates of Fountas & Pinnell Benchmark Assessment System 1 fiction and nonfiction books and the accuracy rates of the texts used for assessments in Reading Recovery (convergent validity) with correlations of .94 (fiction) and .93 (nonfiction). This is an important finding because the Reading Recovery Text Level Assessment, like the Fountas & Pinnell Benchmark Assessment System, assess decoding, fluency, vocabulary and comprehension. Further, Reading Recovery was recognized by the U.S. Department of Education as an effective and scientifically based reading program. These reinforce the validity of the Fountas & Pinnell Benchmark Assessment System.

Finally, Fountas & Pinnell Benchmark Assessment System is aligned with OWN Charter School II’s use of leveled library books which supports not only ELA instruction, but is a critical component of the emphasis OWN Charter School II places on the strong literacy basis for all subjects including Math, Science and Social Studies. The leveled library books that are used to complement units of studies in these subject areas are leveled according to the Fountas & Pinnell book levels.
III. ACADEMIC PROGRAM

Attachment 17 (b) Provide a description of other assessments (including those developed by the school) that would be used to determine that students are meeting state performance standards. As part of your response, please indicate how these assessments would be aligned with the state standards and the school’s curriculum. In addition, also indicate how they will reliably and verifiably measure student performance and achievement goals.

To ensure that all students are meeting state performance standards and performing at or above grade level, OWN Charter School II will have a comprehensive assessment and evaluation program in place to identify potential problems early on in the child’s academic career. One goal of the School’s assessment and evaluation program will be to support each student with the knowledge and skills necessary to pass each of the mandatory New York State examinations listed in Attachment 17(a) including, for those receiving ESL services, to test out with the NYSESLAT. A second goal of the OWN Charter School II assessment and evaluation program will be to identify areas of strength and weaknesses for all students for the purpose of individualized goal planning so that student needs are addressed and that each student can reach his or her full potential. To prepare students for both these goals, it will be critical to implement an assessment system that will track the learning of state benchmarks, performance indicators and key ideas in the months and years leading up to the New York State examinations. These assessments will allow teachers to identify students in need of remediation in specific skill areas and provide the appropriate academic support necessary for mastery of the content and skills and success on the NYS exams and beyond.

Each of the tests, ECLAS-2, ITBS, Fountas & Pinnell Benchmark Assessment System and the New York State mandated assessments are all research-based and reliable and valid measures of student performance and achievement. These results of the standardized tests described in Attachment 17(a) will be enhanced with the use of unit assessments, including teacher-generated tests. Unit tests will be based on specific curricula and texts that will be utilized by the School in each subject area. Teacher-generated tests will be used to assess student learning on specific areas of the curriculum.

Teacher-generated assessments will include both formative and summative assessments. Day-to-day formative assessments are a critical component of the school’s use of data to drive instruction. Formative assessments deliver information during the instructional process before the summative assessment. Both teachers and students use formative assessment results to make decisions about what actions to take to promote further learning. Formative assessment, or assessment for learning, supports learning in two ways:

- Teachers can adapt instruction on the basis of evidence, making changes and improvements that will yield benefits to student learning.
- Students can use evidence of their current progress to actively manage and adjust their own learning. (Stiggins, Arter, Chappuis, & Chappuis, 2006)

Formative assessment offers a number of distinct benefits:

- The timeliness of results enables teachers to adjust instruction quickly, while learning is in progress;
- The students who are assessed are the ones who benefit and improve their own learning.
- The students can use the results to adjust and improve their own learning.

The Principal and Director of Curriculum and Instruction will review teacher-developed tests and other classroom-based tools used to measure students’ mastery of covered material to ensure that they are rigorous and aligned to the learning standards. Part of the school’s professional development for teachers will focus on creating teacher-developed assessments aligned to state standards and a reliable grading rubric to ensure scoring of those assessments provide an objective and accurate measure of students’ progress towards mastery of standards. The School’s overall assessment plan will include the following assessments:

Attachment 17(b)-1
<table>
<thead>
<tr>
<th>Name of Assessment</th>
<th>Purpose</th>
<th>Grades Administered</th>
<th>When Administered</th>
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<tbody>
<tr>
<td>ECLAS – 2</td>
<td>Identify reading fluency, phonemic awareness competency, reading comprehension and writing development levels</td>
<td>K-2</td>
<td>Sept (K, 1, 2), Jan (K), June (all)</td>
</tr>
<tr>
<td>ITBS (Reading, Math)</td>
<td>Estimate the general developmental level of students; identify each student's areas of strength/weaknesses in subject areas (high &amp; low) and achievement information to monitor year-to-year developmental changes.</td>
<td>1-5</td>
<td>Upon entrance into the School and annually every Spring thereafter</td>
</tr>
<tr>
<td>Fountas &amp; Pinnell Benchmark Assessment System</td>
<td>To determine three reading levels for each student: benchmark independent, benchmark instructional, and recommended placement To group students for reading instruction To plan efficient and effective instruction (purposeful) To identify students who need intervention and help To document student progress across a school year</td>
<td>K-5</td>
<td>Beginning October for K-2; for all other grades beginning September in 4-6 week cycles.</td>
</tr>
<tr>
<td>Language Assessment Battery – Revised (LAB-R)</td>
<td>To determine English proficiency.</td>
<td>K-5 as identified by the Home Language Survey and Staff Assessment</td>
<td>September (or within 10 days of the student’s enrollment)</td>
</tr>
<tr>
<td>New York State Alternative Assessment</td>
<td>Identify students’ ability to meet or exceed grade level standards in all areas for Special Education students</td>
<td>K-5 if needed as determined by IEP</td>
<td>October through February*</td>
</tr>
<tr>
<td>New York State ELA</td>
<td>Identify students’ ability to meet or exceed grade level standards in reading, reading comprehension and writing.</td>
<td>3-5</td>
<td>January*</td>
</tr>
<tr>
<td>New York State Math</td>
<td>Identify students’ ability to meet or exceed grade level standards in mathematical computation, mathematical reasoning and problem-solving</td>
<td>3-5</td>
<td>March*</td>
</tr>
<tr>
<td>New York State Science</td>
<td>Identify students’ ability to meet or exceed grade level standards in science content and use of scientific tools</td>
<td>4</td>
<td>April/May*</td>
</tr>
<tr>
<td>New York State Social Studies</td>
<td>Identify students’ ability to meet or exceed grade level standards in content and reading and writing strategies (document based questions) in social studies</td>
<td>5</td>
<td>November*</td>
</tr>
<tr>
<td>Name of Assessment</td>
<td>Purpose</td>
<td>Grades Administered</td>
<td>When Administered</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Curricular Unit Assessments</td>
<td>Commercial or Teacher developed summative assessment covering the material from an entire unit of study.</td>
<td>K-5</td>
<td>There is no set schedule for these curricular unit assessments as they are determined by the length of curricular units. Since curricular units vary in length for each grade level, there may be 4-5 curricular unit assessments in Grade 3, 2-3 curricular unit assessments in Grade 4 and 5.</td>
</tr>
<tr>
<td>Teacher Generated Assessments</td>
<td>These will be summative assessments. They may include tests, quizzes, homework or other graded and ungraded assignments constructed by the teacher in each subject</td>
<td>K-5</td>
<td>There is no set schedule for these assessments as they are determined by the teacher to assess students mastery of material covered in class at a given point within a unit of study.</td>
</tr>
</tbody>
</table>

* OWN Charter School II will administer these NYS Assessments as prescribed by NYS on the dates that are required for each school year.

OWN Charter School II’s Accountability Plan provides an overall framework for administrators and teachers to assess on an annual basis whether or not the school is meeting student achievement goals (and thus meeting state performance standards). Teachers and administrators, working together, will analyze student performance data (gathered from the school’s internal assessment protocol described above) to develop action plans for each of the goals set forth in the School’s Accountability Plan, paying careful attention to addressing the academic needs of all students and of each sub-group of students stipulated by the NCLB (e.g. economically disadvantaged students, LEP/ELL students, etc.). The action plans will provide a roadmap for both (1) how the school will improve student achievement in areas where goals were not met (through focused professional development, academic intervention, refining instructional approach, assessing curricular choices, etc.) and (2) how the school will not only maintain but continue to increase student achievement where goals were met.
III. ACADEMIC PROGRAM

Attachment 18 Provide a plan for how the school will use assessment data to inform decisions related to teaching and learning.

OWN Charter School II seeks to develop a data-rich and data-driven school culture. The use of assessment data will lie at the core of all decision-making processes at OWN Charter School II, particularly those decisions related to teaching and learning. As described in Attachments 17(a) and 17(b), OWN Charter School II will implement a comprehensive student assessment system that includes a variety of diagnostic, formative and summative assessments tools. OWN Charter School II administrators and teachers will continually look at the results of these assessments to identify student needs and tailor instruction to address them. OWN Charter School II recognizes that the basis for its long term success lies in effectively using student assessment data to monitor and improve student academic achievement.

OWN Charter School II’s assessment program will provide the data to determine student achievement by individual student or disaggregated by class, grade and school. Under the direction of the Principal, in coordination with the Director of Curriculum and Instruction, assessment data will be reviewed and analyzed on an ongoing basis to identify strengths and gaps in the instructional program. The Principal and Director of Curriculum and Instruction will also oversee instructional staff in a process each year of aligning school-developed assessment questions with specific curriculum frameworks and state performance standards to ensure that analysis of student assessment results will identify particular standards and content that must be reinforced through modified and/or supplemental instruction and other appropriate interventions. Analysis of student data will include the disaggregating of data into such categories as gender, ELLs, special needs, free and reduced lunch status and race, as determined to be appropriate and helpful, and will provide information about OWN Charter School II’s degree of success not only in the aggregate but also with respect to the disaggregated categories. This will enable OWN Charter School II to make corrections in its instruction and to implement effective interventions to ensure that the specific academic needs of all students are addressed. Based on this information, OWN Charter School II teachers will be expected to identify instructional strategies and practices they are employing that are successful and those that need to be improved.

Professional Development
While OWN Charter School II will hold teachers to high standards of accountability regarding their use of data, it will also support them in building capacity to use data effectively with staff development. Areas of teacher improvement that are revealed through this analysis will be addressed in the school’s professional development plan with the expectation that teachers requiring improvement in one or more areas will avail themselves of the appropriate training, technical assistance and staff development support provided by OWN Charter School II. The School’s commitment to using data to drive instruction is further demonstrated by the fact that “effectiveness of use of student assessment data” will be a criterion in teacher evaluation. Teacher accountability will include regular classroom observations by the Principal and Director of Curriculum and Instruction. Teachers are expected to provide evidence of planning that incorporates the use of student data in the process of making instructional decisions. Teachers will also practice a diagnostic/prescriptive approach to instruction that clearly demonstrates a high degree of individualization of instruction, which is facilitated through the workshop model.

A major portion of ongoing professional development for teachers will be focused on the use of data to drive instruction. Teachers will be trained to analyze data and use that information in order to address student academic needs on a real time basis. OWN Charter School II has ensured that daily and weekly schedules will allow for teachers to have sufficient individual common and planning time to work with the Director of Curriculum and Instruction and with each other within and across grade levels about data and strategies to improve student learning and achievement. In addition, each new school year will begin with one full week of pre-opening professional development, during which time the Principal and Director of Curriculum and Instruction will coordinate a process of establishing specific protocols, procedures and rubrics that ensure that the scoring of assessments and evaluation of student work is reliable and trustworthy and that the school’s plan for using
assessment data is aligned to the Accountability Plan to ensure that it supports the achievement of Accountability Plan goals.

The OWN Charter School II will also support the Principal, Director of Curriculum and Instruction and teachers in using data effectively by investing in appropriate technologies. OWN Charter School II will use the NYCDOE’s Automate the Schools (ATS) as their data system. The school’s use of the ATS data system will be coordinated by the Director of Curriculum and Instruction, with support from the school’s administrative assistant and/or other designated staff. Appropriate school staff will participate in the NYC DOE’s free trainings on the use of ATS, which are provided throughout each year and are available to charter schools. The use of ATS will enable the school to promote data-driven decision-making in a cost-effective way—i.e. by eliminating the need for highly-paid specialized data personnel and extensive data-system-related professional development.

Initial assessment and other student information will be entered into ATS at the beginning of each year. There are a number of charter schools in New York City, including OWNCS, that use ATS successfully as their base system, and the OWN Charter School II will communicate on an ongoing basis with leaders at these charter schools to learn and share information about best practices. Following the first two years of use of ATS, the Principal, Director of Curriculum and Instruction and others at the school will re-assess its effectiveness in promoting and facilitating data-driven decision-making to determine if there is a need to purchase additional and more robust data collection software to support the school in obtaining its charter goals.
III. ACADEMIC PROGRAM

Attachment 22  Attach a description of the program design, methods and strategies for serving students who are English Language Learners (ELLs) in accordance with federal law, including Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act of 1974, applicable provisions of the No Child Left Behind Act of 2001 (including sections 301 and 1112(g)) and federal case law. Such description must include the following elements:

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

Introduction
OWN Charter School II shall serve any and all LEP/ELL students (hereinafter “ELLS”) by providing supportive instruction so that they achieve proficiency in the English language as quickly as possible. OWN Charter School II shall comply with all applicable laws including Title VI of the federal Civil Rights Act of 1964 (as amended) and the Federal Equal Educational Opportunities Act of 1974.
OWN Charter School II’s mission statement clearly states the school’s explicit desire to serve the children of new Americans in our community. OWN Charter School II expects that many of these children may be identified as English Language Learners (ELLs) and, thus, need interventions to become proficient in the English language and excel academically along with their non-ELL peers. OWN Charter School II’s educational model is one that emphasizes its commitment to the ELL student population. OWN Charter School II makes a significant investment in human resources and professional development to address the needs of this population throughout the K-5 grade span, but particularly in grades K-2 where we expect to have the greatest percentage of ELLs.

Identification of ELL Students and Placement in and Exiting from ESL Services
OWN Charter School II’s process for identifying ELL/LEP students and the method for determining which students may need assistance begins with the completion of the Home Language Questionnaire (HLQ) by all families newly enrolled in the school.

- If English is the only language spoken in the home as indicated on the Home Language Questionnaire (HLQ), then the screening process need not continue;
- If the family indicates on the HLQ that the home language is other than English or the student’s native language is other than English, then an OWNCS ELL teacher will informally interview the student and the parent in English, or when necessary in their native language;
- If the student speaks a language other than English and speaks little or no English, then the School will administer the Language Assessment Battery-Revised (LAB-R). A student who scores below the designated proficient level is LEP, thus eligible for ESL services. The LAB-R is administered only once to each incoming student identified as being a potential ELL student;
- After placement into ELL services, student achievement or progress in the English language is measured annually (usually in April and May) with the New York State English as a Second Language Achievement Test (NYSESLAT). The scores on the NYSESLAT indicate the proficiency level the student has achieved each year, and whether or not the student’s level of English proficiency is high enough to exit ESL services.

NCLB requires that the language arts proficiency of all students who are ELLs be measured annually as part of school and district accountability. NCLB also requires that the English proficiency of all ELLs be annually assessed. The OWN Charter School II must and will administer the NYS ELA assessment to ELLs who, as of January 3, 2007, have been enrolled in school in the United States (excluding Puerto Rico) for one year or more. Only those ELL/LEP students who, as of January 3, 2007, were enrolled in school in the United States (excluding Puerto Rico) for less than one year, may take the NYSESLAT in lieu of the ELA test.

To measure the progress in English acquisitions of ELLs, the OWN Charter School II will analyze annual NYSESLAT results. Scores on the NYSESLAT indicate the proficiency level students have achieved each year, and whether or not a student’s level of English proficiency is high enough to exit ESL services.

Any student classified and receiving educational services as an ELL who subsequently tests above the established cut-off point on the NYSESLAT will be deemed to be no longer in need of ELL services. Students will continue to take the NYSESLAT until they obtain a passing grade. Nothing other than the NYSESLAT will be used to determine whether a student has achieved the proficiency level necessary to exit ESL services.

The ELL Student and the Workshop Model
There is a vast amount of research evidence that records the stages all children go through in their early development of speech and language, and the process is remarkably similar for any language (Harris, 1992; Karmiloff and Karmiloff-Smith, 2001; Nelson, 1989). These three dimensions of language acquisition have significant implications for language learning in the workshop model in the early years of education:

- The production of language—listening, watching and sharing
- The understanding of language—sounds and meanings
- The function of language—first words (names and items-realija), experiences gained through repeated daily routines and experiences and interaction with others.
The workshop model supports ELLs in all three dimensions listed above. Oral language delivered through daily read alouds and shared readings infuses the production of language. Students here listen, watch and share. Repetitions of shared readings support students in oral and written language acquisition on a daily basis. Shared readings can consist of poetry, songs and short texts. The texts involved in these shared readings are chosen to address specific student needs and are orally repeated daily. The process is scaffolded to guide students to undertake much of the shared reading by the end of the week. Each day “word work” lessons derived directly from the shared readings, address the understanding of language by exploring sounds and meanings in the context of real literature. Here the function of language is explored.

The workshop model environment is one in which there is consistency in daily routines, experiences and interactions with peers. Accountable talk and student sharing are part of the workshop structure. Lessons are conducted in a “meeting area” with close teacher physical contact. Teachers are cognizant of supporting students’ needs before students are sent off to work independently to practice a skill or strategy that has been modeled for them. ELL students will be encouraged to remain at the meeting area to review, reinforce and to repeat instructions given. Small group instruction during guided reading and guided writing and conferring will occur daily and will further focus on ELL needs.

OWN Charter School II will utilize the workshop model in all areas of the core curriculum. This unifying instructional approach consists of a mini-lesson, independent work time and a share session. Students in grades K-2 will be read aloud stories about concepts in math, science and social studies through literature in “Big-book” format. Student partnerships will revisit these readings to repeat and review the material. These stories will include oral language activities such as picture walks that will allow children to interact by gesture, coloring, writing, and speaking. The math, science and social studies materials are replete with visual learning examples that include drawings, photographs, diagrams and the use of common objects. These supports will help our ELLs “visualize” abstract concepts.

The workshop model will allow teachers the opportunity to meet with ELLs before independent work begins and while they are working either independently or with a peer. The model encourages collaborative activities with student partnerships. Teachers will strategically partner ELLs with other students during science, math, and social studies to promote conversation within a scaffolded structure, to encourage language role models, and to provide additional social and emotional supports.

We are confident that this ongoing, consistent, infusion of language in our K-5 grades will support our ELL population by:

- Having high expectations of what ELL students can accomplish
- Embedding ELL instruction during Readers’ and Writers’ workshop and the core subject areas.
- Providing more language role models
- Providing social and emotional support from peer interactions within the classroom daily environment

OWN Charter School II’s ESL Model of Instruction
OWN Charter School II will have one ELL teacher per grade in Grades K-2 and one ELL teacher for the Grade 3-5 span. The rationale behind having intensive ELL teacher support in the early grades with 1 ELL teacher assigned to each grade K-2 is that OWN Charter School II expects to have the greatest percentage of ELL students entering the school annually in Grade K (and Grade K and 1 in the school’s first year of operations when new students will enter the school in Grade 1 as well). OWN Charter School II expects that through the intensive support provided to ELLs in these early grades, the school will successfully move these children to proficiency and therefore ELL students will exit ESL services by the time they move to the upper elementary grades, Grades 3-5. In addition, OWN Charter School II does not expect to experience significant annual attrition from the older classes, thus the number of students entering OWN Charter School II for the first time in Grades 3-5, and then the subset of those who might be designated as ELLs, will be small in comparison to the numbers in Grades K-2.
That being said, the school will continue to maintain a high focus on language throughout the Grade 3-5 span. In addition to the strong literacy base that is an underpinning for instruction in all core courses (as described in Attachment 12 Executive Summary and within Section III Academic Program), the integration of sheltered instruction will continue as necessary in Grades 3-5 with the support of one designated ELL teacher serving these grades. Further, as Holly Hansen-Thomas, Assistant Professor of TESOL and Literacy Education at SUNY-Binghamton’s School of Education writes in her report entitled, Sheltered Instruction: Best Practices for ELLs in the Mainstream, “Sheltered classes can be team-taught by an ESL teacher and a content-area teacher, or taught by a content-area specialist trained in sheltered instruction.” We expect that our classroom teachers, through targeted professional development as well as through co-teaching with a trained ESL teacher, will build their own capacities in integrating sheltered strategies in the classroom. Thus, we believe our instructional model will have the capacity to meet the needs of the ELLs we project to have in the upper elementary grades.

OWN Charter School II’s program model is a content-based collaborative team teaching model in which the ELL teacher works collaboratively with the classroom teacher in a push-in model in each content area—ELA, Math, Science and Social Studies. The approach that the ELL teacher will use in conjunction with the classroom teacher is one of sheltered instruction. Sheltered instruction is an approach for teaching content to English language learners in strategic ways that make the subject matter concepts comprehensible (i.e. provide access to mainstream, grade level content—not watering down the subject matter) while promoting the students’ English language development. Research of ESL programs indicates successful performance on ELA assessments is based upon the development of both oral proficiency and cognitive academic language proficiency. Academic language proficiency includes the language skills required for literacy and complex thinking such as reading comprehension, writing mechanics, critical thinking skills, study skills, and academic vocabulary. Strategies that promote the acquisition of cognitive academic language proficiency include … sheltered instruction (Cummins, 1989).

Sheltered instruction, also referred to as SDAIE (specially designed academic instruction in English), is a teaching style founded on the concept of providing meaningful instruction in the content areas for transitioning ELLs towards higher academic achievement while they reach English fluency. Sheltered instruction is a strategy that is effective within a variety of program models, including team-teaching and pull-out. Content instruction is provided in English with sheltered English instructional methods to make content comprehensible. According to Short, Hudec and Echevarria (2002), SEI is "a means for making grade-level academic content more accessible for English language learners while at the same time promoting their English language development."

In the team-teaching model, the ELL teacher will plan and work collaboratively with the classroom teacher (and assistant teachers in Grades K-2) to integrate language and content and infuse sociocultural awareness to scaffold instruction for students learning English. According to Vygotsky (1978) and others (Tharp & Gallimore, 1988), students’ language learning is promoted through social interaction and contextualized communication, which can be readily generated in all subject areas. The ELL teacher will guide students to construct meaning from texts and classroom discourse and to understand complex content concepts by scaffolding instruction—beginning instruction at the current level of student understanding and moving students to higher levels of understanding through tailored support. The tailored support can include such strategies as adjusting their speech (paraphrasing, giving examples, providing analogies, elaborating student responses) to facilitating student comprehension and participation in discussions whether otherwise discourse might be beyond their language proficiency level (Bruner, 1978). Another way the ELL teacher would work in sheltered instruction within the classroom is by adjusting instructional tasks so they are incrementally challenging (preteaching vocabulary before a reading assignment, having students write an outline before drafting an essay) and students learn the skills necessary to complete tasks on their own (Applebee & Langer, 1983). Through these strategies, teachers can socialize students to the academic language setting.

It is important to emphasize that in the OWN Charter School II team teaching sheltered instruction model, classroom teachers are also able to develop their own individual capacities to effectively teach the ELL students in their classrooms. Sheltered instruction in the team teaching model requires effective
collaboration between the ELL and classroom teacher, supported by professional development for all teachers working with ELLs—not just the ELL teacher. Through collaboration and professional development, the classroom teachers are also able to deepen their knowledge of and skills in sheltered instruction strategies that effectively reach ELLs, helping them develop English language without falling behind in content knowledge.

At OWN Charter School II, while the majority of sheltered instruction will occur in the classroom in the team-teaching model, the school will also implement a pull-out model with the ELL teacher as necessary. Since OWN Charter School II seeks to avoid ELLs missing content instruction in pull-out sessions, these pull-out sessions will, to the greatest degree possible, focus on English language development in the context of the particular content course. So, for example, if a group of ELLs are being pulled from social studies for small group English acquisition-focused instruction, the ELL teacher having planned in advance with the classroom teacher can develop his or her lesson plans around the content being covered that day in the social studies class.

OWN Charter School II will undertake a training program for teachers who are directly involved with ELLs. This training will become a standard part of the OWN Charter School II' annual professional development plan. The staff development program will enhance staff appreciation for the ELLs' native language and culture, and provide information on the techniques, methods, and strategies appropriate for instructional and support services for ELLs. OWN Charter School II will guarantee that materials and facilities for the implementation of the ELL instructional program will not be inferior to those materials and facilities available to English proficient students, and will be of the same quality and quantity available to the general student population.

OWN Charter School II is considering using the Pearson SIOP (Sheltered Immersion Observation Protocol) Institute as the framework for the development and implementation of the school’s sheltered immersion instructional program. The SIOP protocol is a research-based observation instrument that has been shown to be a valid and reliable measure of sheltered instruction (Guarino, Echevarria, Short, Schoick, Forbes, and Rueda, 2001). The SIOP Model is also used as a model for lesson planning and implementation of high quality sheltered instruction. The SIOP Model was developed during a seven-year research project (1996-2003) conducted for the Center for Research on Education, Diversity & Excellence, funded by the Institute of Education Sciences, U.S. Department of Education. The model is aligned with OWN Charter School II’s model of sheltered immersion in a team teaching model by offering a framework for instruction that incorporates best practices for teaching both language and content. The SIOP Institute framework is supported by initial and ongoing training by Pearson SIOP Service Consultants.

As described in Attachment 12 Executive Summary and throughout Section III Academic Program of this charter application, it is important to reiterate that OWN Charter School II’s chosen ESL model of sheltered instruction is also aligned with the school’s underlying workshop model of instruction and has benefits beyond specifically meeting the needs of ELLs. Sheltered instruction lends itself to a differentiated learning environment and therefore all learners benefit from the integration of this ESL instructional strategy in the classroom. The approach of sheltering content within the context of a challenging and rigorous learning environment assures universal access to the content that is taught and thus is beneficial to all students, whether they are English language learners, English proficient students, at-risk students or students with disabilities.

The School will provide a process for continued ESL program assessment. The ESL academic program and services will be assessed on an ongoing basis at all levels using multiple, fair, and equitable measures. OWN Charter School II will use this information to determine student academic progress, as well as the level of English language acquisition, to modify programs and services to ELLs, where necessary, and to report outcomes.
OWN Charter School II Outreach to the ELL community
OWN Charter School II has a commitment to educating ELLs. Each year, the vast majority of the new students entering OWN Charter School II will be Kindergartners for whom a formal designation of ELL status will not have been made in their previous school setting. Because of this, OWN Charter School II will not have any way to give ELL students a preference for admission to the school, such as through a weighted lottery, since there is no official documentation that would ensure ELL status to any given incoming Kindergarten student (unlike a student with a disability who would have an IEP). Therefore, the burden is on OWN Charter School II to effectively reach out to families of students who may be ELLs to encourage them to become a part of the admission pool of students.

OWN Charter School II believes first and foremost that its instructional model that supports ELLs is one that will reassure parents that the school is serious in its desire to serve their children. OWN Charter School II’s mission is backed by ELL-designated faculty, in particular in the early years, illustrating the investment OWN Charter School II is making in non-English speaking children. OWN Charter School II’s effective and research-based sheltered immersion team-teaching model also demonstrates to parents of ELLs the commitment the school has to moving these students to English proficiency in a timely manner. OWN Charter School II believes its school design will go very far in reassuring parents of ELLs that the school does indeed welcome their children and encourages their participation in the school, thus persuading parents of ELLs to apply to the school. OWN Charter School II will use this advantage in its proactive efforts to build awareness of the school and of the opportunity especially for immigrant parents in the communities that make up CSD 30 to enroll their children in the charter school.

CSD 30 has a significant percentage of immigrant and foreign language-speaking residents, and 24% of students in CSD 30 are designated as ELLs. OWN Charter School II will work closely with community-based organizations and houses of worship, which work with or serve immigrant or non-English speaking families to further ensure to the greatest degree possible that it attracts and retains at least a comparable enrollment of ELL students as the district. To effectively reach the immigrant communities, OWN Charter School II’s marketing and outreach materials will be printed in Spanish and other dominant languages of the community, as well as English, and will be distributed widely throughout the community and be made available on the school’s website. OWN Charter School II will also provide translation services to help ELL parents to learn about the School, to participate in the enrollment lottery and to communicate with teachers and others at the school.

OWN Charter School II will establish ELL enrollment targets each year, in consideration of the School’s prior year’s enrollment figures for such students and the school district’s prior-year enrollment figures for such students. The School will then adapt its student recruitment strategies to support achievement of the ELL enrollment targets, and it will document its activities to recruit ELLs.

Assurances
Once students are enrolled in OWN Charter School II, the School assures that national origin minority students and/or ELLs will not be assigned to classes for students with disabilities because of their lack of English skills, and that parents whose English proficiency is limited will receive notices and other information from the OWN Charter School II in their native language, to the extent practical, to encourage participation in school activities and active involvement in their children’s education.

OWN Charter School II ensures that ELLs will not be excluded from curricular and extra-curricular activities based on an inability to speak and understand the language of instruction, and also that ELLs will not be assigned to special education because of their lack of English proficiency. Parents whose English proficiency is limited will receive notices and information from the School in their native language to encourage participation in the School. Semi-annually, the Principal or his/her designee will conduct a comprehensive review of ELLs’

2 With the exception of the first class of students which will include equal number of new Kindergarten and Grade 1 students.
participation in extra-curricular activities to identify any impediments to their full participation. The results of this review along with recommendation for improvement if necessary will be presented to the Academic Accountability Committee of the Board.
III. ACADEMIC PROGRAM

Attachment 23

If the proposed charter school includes particular methods, strategies or programs for meeting the needs of students at risk of academic failure, attach a description of the challenges faced in educating the targeted population and describe such methods, strategies and/or programs. Please include in the description any diagnostic methods or instruments that will be used to identify and assess those students who are performing below grade-level as well as the processes/programs/tools to be used in providing them with remedial instruction.

There is no doubt that among the children being served at OWN Charter School II will be a significant number of students who are at-risk of academic failure. As described in Attachment 12(a) of the Executive Summary, the children we expect to serve from CSD 30 are coming from families and neighborhoods with inherent academic risk factors: poverty, parents with limited education, non-English speaking homes, crime, single-parent households, among others. Of these factors, poverty is one of the greatest indicators of educational disadvantage: it is no coincidence that Title I funding is based on the numbers of poverty-level students.

Children living in poverty level families are already at a tremendous educational disadvantage vis-a-vis their more affluent peers by age 3. In a seminal study conducted by Betty Hart and Todd R. Risley, “The Early Catastrophe, The 30 Million Word Gap by Age 3,” the researchers found that the average child on welfare was having half as much experience per hour (616 words per hour) as the average working-class child (1,251 words per hour) and less than one-third that of the average child in a professional family (2,153 works per hour). A linear extrapolation from these averages in the observational data to a 100-hour week showed that the average child in a professional family had 215,000 words of language experience, the average child in a working class family with 125,000 words of language experience, and the average child in a welfare family with 62,000 words of language experience. In four years of such experience, an average child in a professional family would have accumulated experience with almost 45 million words versus an average child in a welfare family would have had accumulated experience with 13 million words, over 30 million words less than their more advantaged counterpart. Young children with inadequate language development are at-risk for developing academic difficulties (Catts, 1993; Rissman, Curtis and Tallal, 1990) and without effective intervention, the majority of these students will exit high school with academic skills well below grade level (Shaywitz et al, 1999).

The data on poverty level students in CSD 30 as measured by the percent of students eligible for free- and reduced-price lunch bears out OWN Charter School II’s expectation that the school will serve a significant number of students at risk of academic failure. According to the 2008-09 School District Report Card for CSD 30, 84% of the students in the district were poverty-level as measured by the free- and reduced-priced lunch rate. OWN Charter School II anticipates that its student population will reflect the demographic profile of CSD 30 and, thus, it projects that it will serve a similar population of poverty level students. In addition to this population, the school has an intention to actively engage in the recruitment of ELLs, which according to the 2008-09 District Report Card make up 24% of the student population in CSD 30. ELLs are another population of at-risk students. According to a January 7, 2010 posting in Education Week’s blog, “New York state education officials … decided that English-language learners officially fall into the category of students who are ‘at risk of academic failure.’”

OWN Charter School II’s Title I Program

OWN Charter School II will implement a Title I Targeted Assistance Program (TAP) in its first year of operation that will be supplemental to the regular school program. (It is the School’s intention to become a Schoolwide program for the purposes of Title funding in subsequent years.)

Title I funds will supplement, not supplant, programs for TAP students at OWN Charter School II. Specifically, children eligible for Title I services will be identified as academically “at-risk” by their classroom teacher using assessment data described in Attachments 17(a) and 17(b). In particular, K-2 students performing below a designated cut-off on the most recent administration of the ECLAS-2 and ITBS Reading and Math Tests will be
designated as students at risk of academic failure; students in Grade 3 and higher will be designated as students at risk of academic failure based on the performance on the most recent administration of the ITBS Reading and Math Tests and the NYS ELA and Math assessment.

OWN Charter School II will have two designated Reading Specialists to provide reading intervention to children in Grades K-2 and 3-5. The Reading Specialist will work collaboratively with the classroom teachers in both a push-in and pull-out model in order to effectively address academically at-risk students’ needs. The Principal, or his or her designate, will serve as the Title I coordinator for all ‘at-risk’ students and will oversee the implementation of the academic intervention programs targeting this population of students, including:

1. Implementation and documentation of academic intervention services by classroom teachers and the designated reading specialists. Examples of intervention services by classroom teachers and the reading specialists are: (a) Extra small group Guided Reading sessions to develop reading comprehension; (b) The use of research-based reading intervention programs and/or strategies for students designated as Title I and in need of academic intervention and remediation; (c) Supplemental utilization of reading material leveled to specific students and matched closely to individual’s interests; (d) Individualized or small group instruction focused on Title I student strengths providing development of areas such as background knowledge, vocabulary development, and/or oral language skills; (e) Extra small group mathematics support to develop and/or strengthen Number Sense and Operations; (f) Creation of supplemental specialized mathematics ‘station’ for targeted practice to promote development of specific skill or strategy; (g) Utilization of supplemental manipulatives to support identified deficiencies; and (h) Supplemental one-to-one instruction, including through the use of technology, to provide drill and practice of basic mathematics facts

2. Intervention and documentation by the Social Worker to support family participation in promotion of academic growth of student. Examples of supplemental intervention services by the Social Worker are: (a) Guidelines to support at-home specific reading and/or mathematics skill, comprehension, and strategy development; (b) Creation of at-home “work space” and time to support academic development; (c) Coordination and outreach for additional academic support services such as tutoring and/or counseling; and (d) Promotion of school-family partnership focused on providing consistent language used by school and home in discussing reading, writing, and math.

The OWN Charter School II Model and the At-Risk Student
While OWN Charter School II will implement specific programs and supports to students identified at-risk of academic failure, it is important to emphasize that OWN Charter School II’s educational approach as a whole is designed to ensure that all children, including those children most at-risk of academic failure, will be able to meet the State’s content and performance standards by the time they begin to be assessed in the 3rd grade, if not sooner. In particular, the following elements of our school model have been chosen in order to maximize our student’s attainment of the skills and knowledge necessary to meet OWN Charter School II’s, and the State’s, content and performance standards.

OWNCS Instructional Model
The workshop model that will be utilized in the OWN Charter School II classroom is an ideal instructional model to differentiate instruction especially as it relates to different ability-levels of student groupings—Title I, ELLS, Special Education students, gifted students, etc. In the workshop model, during the practice/application phase of the workshop, teachers can pull individual students or small groups of students for additional and differentiated instruction.

OWN Charter School II is committed to data-driven instruction. Teachers will continuously use data, both formal and informal, to inform their instruction. Ongoing formal and informal assessments are an integral part of the workshop model allowing teachers to address student needs on a real time basis within the construct of the model.

Teachers will use data to inform both individual conferencing with students as well as in the groupings of students for guided instruction. Through professional development, use of appropriate technologies and ongoing analysis
of and communication about student assessment data, the school will systematically and effectively identify the needs of individual students, and especially of at-risk students, and tailor instruction to address them.

OWN Charter School II’s integration of sheltered instruction in core subjects to address the needs of ELLs is also a strategy that provides universal access to all students to the content that is taught. As discussed previously in this section, students from poverty level backgrounds suffer from language deficits due to the lack of language exposure, including exposure to standard spoken and written English, in their homes. According to George Farkas in *Teaching Low Income Children to Read at Grade Level*, “low-come children begin first grade approximately one instructional year below middle-class children because ... (they) typically suffer from imitation of nonstandard speech patterns, too little conversation with adults, too little practice using language to express complex ideas, too little opportunity to develop reasoning skills, weak vocabulary development, too little experience with books, and little or no instruction and practice with phonological awareness and other pre-reading skills such as learning the names of letters and the sounds they make." While they may not be ELLs, children from poverty level backgrounds face their own challenges and deficits in English language acquisition and development. Thus, students at-risk of academic failure will also benefit from OWN Charter School II’s co-teaching model which includes an ELL teacher working together with the classroom teacher in core subjects using sheltered instructional techniques to provide access to mainstream, grade-level content, and to promote the development of English language proficiency.

### A Focus on Literacy
OWN Charter School II’s curriculum has an unwavering focus on literacy. The ability to speak, read, write and understand the English language lies at the core of success in all subjects for all students. Therefore, literacy is infused in every subject. OWN Charter School’s curriculum emphasizes the integration of listening, speaking, reading and writing skills in all subject areas in all grades and incorporates topic-appropriate leveled readers in daily lesson plans in math, science and social studies. OWN Charter School II students thus are continually engaged in hearing, reading, and understanding the written and spoken word through being read to, reading out loud and reading silently as part of every subject they study. This focus is beneficial to all students and has particular importance to ELLs and other students at-risk of academic failure who need comprehensive and continual exposure to language as well as support in the development of their English language skills.

Teachers also use the construct of the workshop model to develop their students’ spoken language skills. During student collaboration and guided instruction time, teachers will guide students in their collaborative work by modeling how children should talk with each other, how they should build on each other’s ideas, how to pull each other forward. Since language is essential in proffering and developing ideas, teachers will constantly guide students in formulating their thoughts, eliciting from them the reasons for what they are saying. There is no shortage of research that has concluded that the lack of language exposure has tremendously negative implications for low-income children. As Professor George Farkas writes in *Teaching Low Income Children to Read at Grade Level*, “low-come children begin first grade approximately one instructional year below middle-class children because ... (they) typically suffer from imitation of nonstandard speech patterns, too little conversation with adults, too little practice using language to express complex ideas, too little opportunity to develop reasoning skills, weak vocabulary development, too little experience with books... .” OWN Charter School II’s comprehensive focus on literacy addresses this challenge head-on.

### Extended Day and Extended Year
OWN Charter School II will have an extended day (7:50 am-4:00 p.m.) and an extended year (190 days of school) so that there will be the necessary time on task for all students, including those at-risk of academic failure, to not only overcome deficits but excel academically.

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1 Farkas, George; Symposium on Utopian Visions: Engaged Sociologies for the 21st Century. *Contemporary Sociology* 29, number 1 (January): 53-62

Attachment 23-3
School Culture

The founders of the OWN Charter School II believe that the school culture is a critical factor in ensuring the success and achievement of all students, including those at-risk. OWN Charter School II’s school culture program, “Pillars of a Positive Community,” described in Attachment 12(b) of the Executive Summary and in Exhibit C, provides the framework for the building of an intimate school community based on shared culture, shared language and shared experiences where all stakeholders engage in the exploration of the significance of the ten pillars and embody their meaning in all that they do. Such a community allows all students, especially those students most in need of support and intervention to succeed, to feel safe to take the risks necessary to succeed without fear of ridicule by their peers.

The School’s founders recognize that schools instill in students not only content knowledge and skills, but also lifelong habits and behavior. The School will therefore endeavor from day one to build a culture of achievement and excellence. The School will articulate and enforce high expectations of students regarding behavior. Among these expectations are that OWN Charter School II students will at all times behave responsibly and honestly, focus on learning and achievement, and show kindness and respect to adults, other students and themselves. Students are also expected to attend class regularly, to arrive at school and at their classes on time, to complete assignments, to comply with the discipline code, to focus their attention on school-work and to apply themselves fully to their studies. School staff will model appropriate behavior—e.g. respect for self and others—and will support students in “making the connection” between the expected behaviors and success in school and in life.

Further, the founders of OWN Charter School II recognize that high expectations are at the core of any successful program to improve the achievement of at-risk students, and that all members of the school community must believe that all students can learn. At OWN Charter School II, the School’s commitment to high expectations will be reflected in curricula, instruction and the interactions between students and adult members of the school community. Under the leadership of the Principal, who will model the expected behavior, all school staff and stakeholders will treat students respectfully, hold students accountable to high standards of achievement and demonstrate on an ongoing basis their expectation that all students will succeed.

Recruitment and Marketing of Free and Reduced-Price Lunch Eligible Students

OWN Charter School II will engage in a structured strategy to recruit and retain a sufficient number of free- and reduced priced lunch eligible students so as to meet targets set for this population as per the changes in the latest revision of the Charter Schools Act.

The first step in the strategy is for the OWN Charter School II Director of Finance and Operations under the direction of the Principal (and with support from appropriate members of the Board of Trustees who have specific ties to the community) to conduct an annual survey of the income levels of the communities and neighborhoods within CSD 30 each Fall prior to the start of the formal enrollment period. By drilling down into the individual areas where there is a predominance of low-income to poverty-level families, OWN Charter School II can efficiently target its recruitment and marketing efforts specifically to families whose children will meet the profile of free and reduced priced lunch eligibility. OWN Charter School II will use a variety of sources to create an income level map of the community, including but not limited to:

An analysis of the most recently available data on resident income levels using such sources as:

1. The census tracks from the United States Census;
2. Community District (CD)-level data from CDs which comprise CSD 30;
3. Individual schools’ data from public schools in CSD 30;

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2 See Strengthening At-Risk Students’ Affiliation with the School, a research brief prepared for the Principal’s Partnership (a program of the Union Pacific Foundation) by Christi Edge, Secondary Education, University of South Florida, 2009, [http://www.principalspartnership.com/affiliation.pdf](http://www.principalspartnership.com/affiliation.pdf)
4. Information from the offices of local government officials and police precincts regarding their constituencies including identification of major public housing projects (such as the Queensbridge Public Housing project discussed in Attachment 12(a)) whose residents fit this economic profile; and

5. Information from houses of worship and community-based organizations (CBOs) such as settlement houses and youth programs that serve an economically disadvantaged constituency.

Based on the neighborhoods and communities identified in the above analysis, during the formal enrollment period:

1. OWN Charter School II will blanket these areas with information on OWN Charter School II with flyers about the school and student applications for the upcoming school year. These documents will be distributed in housing projects, CBOs, police precincts, houses of worship, soup kitchens, public libraries, and other venues which families--especially low income families with school-age children frequent. Materials distributed at these venues will provide as much information for parents to complete the application, but will also provide information on the school’s website, information to contact the school with questions and any upcoming School Open Houses or local information sessions to attend. Mechanisms by which materials and student applications (inclusion with the Sunday penny-saver, for instance) can be distributed directly under the doors of residents of low-income public housing projects will also be explored and implemented.

2. OWN Charter School II representatives, including but not limited to its Principal, Director of Curriculum and Instruction and teachers (especially intervention teachers), as appropriate, will host family information sessions not only at the school, but more importantly in locations within the identified communities—such as in houses of worship, local CBOs (especially Head Starts and preschools serving low income children), housing project community rooms, etc. These meetings will highlight the academic program, curriculum, key design features and welcoming and inclusive school culture, support services, and importantly for families which might live more than walking distance from the school location, transportation options to the school (yellow bus, student-fare Metrocard, local MTA transportation routes). Information materials will also be available at these meetings, including the student application. Parents will be encouraged to complete the student application at the conclusion of each of the meetings for collection there or for return at a later date.

3. After the first year of operations, the School will seek the support of parents, especially those fitting this economic profile, to be volunteer Ambassadors for the School providing entrée to additional community organizations and housing developments that would be fruitful areas in which to engage in the School’s marketing and recruitment efforts.

Oftentimes, charter schools institute a policy that applications must be returned in person to the school during school hours. This requirement may in fact prevent low income families (many of which are headed by a single mother) from applying to the school because they do not live in close proximity to the school, they have multiple young children in the home that prevent them from leaving the home during school hours, they hold down multiple jobs to support the family and cannot take time off from work, among many other legitimate reasons. In order to prevent any barrier to entry for these families to apply to the school, parents will be provided with multiple ways to return a completed application—by regular mail, in person, via fax or e-mail. Finally, it goes without saying that this strategy will be carried out respecting the dominant languages of the community.

OWN Charter School II believes that such a comprehensive strategy that involves the School bearing the onus of going out into the identified communities and actively recruiting families to apply will result in the applicant pool being comprised of a significant number of families of children eligible for free- and reduced-priced lunch. While the rest is up to the luck of the draw in the lottery, the fact remains that should the pool be comprised of a certain desired percentage of these economically disadvantaged students the rules of probability should result in student enrollment meeting enrollment targets.

Keeping with OWN Charter School II’s focus on reflective practice, the Board and School Administration will review its strategies for attracting and retaining the required special populations of students and make adjustments accordingly.
Exhibit A – Mission Statement

Academy of the City is incorporating by reference the original mission statement found in its original charter application, specifically Attachment 11 – Mission Statement of the Our World Neighborhood Charter School 2 application approved by the SUNY Trustees on November 19, 2010 except for the name of the school (which changed from Our World Neighborhood Charter School 2 to Academy of the City Charter School). The mission continues to be:

It is the mission of Academy of the City Charter School to educate our students to become independent-thinkers and lifelong learners. We are committed to an educational philosophy based on inquiry, active and experiential learning, social justice, continual professional development, and reflective practice. Academy of the City Charter School’s literacy-based, integrated and standards-driven curriculum encourages community, honors diversity and reflects its deep commitment to multiculturalism and to making the American experience accessible to new Americans. As such, Academy of the City Charter School has a special interest in ensuring students identified as English Language Learners (ELLs) and their families enter our school. At Academy of the City Charter School, all students will receive the broad education they will need to meet the academic and social challenges of the best New York City high schools and to thrive in today’s global society.
1. Reflective Practice and the Academy of the City Student

A core element of teaching and learning at Academy of the City is reflective practice. Typically, reflective practice is associated with an educator studying his or her own teaching methods to determine what works best for students. At Academy of the City, reflective practice also applies to how we engage our students in the learning process so that they are aware of their own learning, growth and skills and cognizant of their own needs. All members of the Academy of the City community are expected to reflect on the nature and quality of their work and interactions, and to strive to reach their full potential as learners and as citizens.

Engaging our students in reflective practice is accomplished through the school’s instructional model. Academy of the City provides instruction to children in ELA, math, science and social studies through the workshop model. The workshop model generally consists of the following components:

1. Teacher leads a mini-lesson in which s/he models the skill or strategy that is being taught;
2. Students practice the skill or strategy together with the teacher;
3. Students break out into groups which are formed based on similar needs as identified by teacher observation and assessment. The teacher works with each group in guided instruction addressing their needs;
4. Students work independently or collaboratively on a project/assignment that allows them to employ and develop the particular skill or strategy; and
5. Students have an opportunity to share their work with the class and teacher and engage in class-wide discussion.

Collaborative work, small-group and classroom-wide discussions are crucial components of the workshop model. That time allows students to engage in discourse around the lesson’s objective. More thought provoking skill and content-related (higher order thinking) questions are posed by teachers and explored during discussion.

The workshop model also involves ongoing formal and informal assessments. Formal and informal assessments take the form of student self-checking, journals, performance based assessment tasks, use of rubrics and peer feedback. These activities give the teacher an opportunity to check and monitor student understanding and also provide opportunities for students to engage in reflective practice.

2. Reflective Practice, Professional Development and the Academy of the City Teacher

Reflective practice is embedded within the support system developed to guide teacher learning. It is an essential part of how teacher performance is evaluated, both formally and informally, throughout the school year. The school provides time for teachers to plan individually and across grade-level in order to examine their own pedagogy as well as to suggest improvements to existing curricula. Professional education associated with school-wide initiatives (math curriculum, Responsive Classroom, TCRWP) addresses areas of growth, and supports teachers in achieving specific instructional goals. Professional development opportunities may arise in
response to the teachers’ reflections of their pedagogy or content knowledge, or from feedback from the instructional coach or the school leaders. Teachers are also encouraged to pursue their own interests for professional development.

Academy of the City’s professional development program uses a variety of approaches to accomplish the goal of continuous improvement in teaching practices and student achievement. These include teacher inter-visitation, lesson study, whole group workshops led by school leaders or outside professionals, and professional literature book clubs.

3. A Focus on Literacy

Academy of the City’s curriculum has an unwavering focus on literacy. The ability to speak, read, write and understand the English language is fundamental to success in all subjects for all students. Therefore, literacy is infused in every subject. Academy of the City’s curriculum emphasizes the integration of listening, speaking, reading and writing skills in all subject areas in all grades. Academy of the City students thus are continually engaged in hearing, reading, and understanding the written and spoken word.

Fundamental to student success now and as adults is the ability to write clear and effective prose. Therefore, the Academy of the City has a particular curricular focus on the subject of writing. As a part of the writing curriculum, teachers use interactive writing, modeling, and the workshop model to teach the skill of writing. Students learn to write, edit, revise and polish their own work as well as to critique the work of others. In addition to the specific writing curriculum work, students are expected to work on writing within every content area. In subjects other than writing, students are expected to respond to literature, record their own reflective thoughts in journals, write nonfiction reports, take notes and write personal narratives. The focus on writing is beneficial to all students and has particular importance to ELLs who need comprehensive and continual exposure to language and support in the development of their English language skills.

Teachers also use the construct of the workshop model to develop their students’ spoken language skills. During student collaboration and guided instruction time, teachers guide students in collaborative work by modeling how they can contribute their own ideas to discussions and solutions of problems. Since language is essential in proffering and developing ideas, teachers constantly guide students in formulating their thoughts, eliciting from them the reasons underlying what they are saying. There is no shortage of research that has concluded that the lack of language exposure has tremendously negative implications for low-income children. As Professor George Farkas writes in Teaching Low Income Children to Read at Grade Level, “low-come children begin first grade approximately one instructional year below middle-class children because ... (they) typically suffer from imitation of nonstandard speech patterns, too little conversation with adults, too little practice using language to express complex ideas, too little opportunity to develop reasoning skills, weak vocabulary development, too little experience with books... “ Academy of the City’s comprehensive focus on literacy in all its forms addresses this challenge head-on.

At Academy of the City, literacy also has a broader meaning. Academy of the City students are expected to develop numeracy, scientific literacy and become globally-minded students.
Therefore, the school has set forth a rigorous curriculum in ELA, math, science and social studies.

4. Sheltered Instruction

Academy of the City is committed to educating English language learners, a significant and continually growing student demographic in CSD 30. As such, Academy of the City implements a comprehensive research-based instructional model—sheltered instruction—and invests in certified ESL educators to address ELLs language development within the context of rigorous core courses. According to Short, Hudec and Echevarria (2002), sheltered instruction is “a means for making grade-level academic content more accessible for English language learners while at the same time promoting their English language development.”

Academy of the City has one designated ESL teacher focused on K-2nd grades and one focused on 3rd-5th grades. These teachers work collaboratively with classroom teachers on a daily basis to deliver sheltered instruction in ELA, math, science and social studies. In K-2nd grades, students are pulled out and receive additional small group sheltered instruction with the ESL teacher. In grades 3-5, the ESL teacher will push in to work collaboratively with the classroom teacher. This approach allows the teachers to scaffold interaction by integrating language and content, while also infusing sociocultural awareness. As needed, pull-out sheltered instruction in the upper grades will also be used in order to meet individual student needs.

5. Data-Driven Decision-Making

Academy of the City implements a comprehensive program of assessment – with a variety of tests aligned with the curriculum and with the common core standards. The School uses assessment data to inform teaching and to support differentiated instruction. Ongoing assessment and analysis and use of a variety of assessment data, disaggregated as needed, is a key component in the School’s educational program. At-risk services are dispatched based on assessment data.

Data on the classroom level consists of formal and informal practices. Formal assessments are quizzes, unit tests and ongoing reading assessment (using Fountas and Pinnell running records), conference notes, teacher/student feedback and the use of rubrics or checklists. Informal practices include checking for understanding, monitoring student responses as lessons occur and reviewing student work. Additionally, Academy of the City has implemented a digital portfolio system that was developed in collaboration with the school during the first three years of its charter by the school’s partner organization, The Open School Project. Students can upload evidence of their work to the digital portfolios and teachers assess student performance using a wide range of performance indicators including soft measures such as social-emotional and artistic growth as well as CCLS. At Academy of the City, students are presented with a diverse means of demonstrating growth and achievement.

6. Peace Curriculum

Comment [SZ1]: This has been rewritten to include e-portfolio, which I think helps highlight the “innovation” piece we should be demonstrating.
The Peace Curriculum is a social emotional curriculum that reflects Academy of the City’s commitment to social justice as stated in the Mission Statement. The Peace Curriculum is the overarching school culture and community program designed to impart to our students the values of our shared community. It provides a means by which the school demonstrates the real-world application of its ethical beliefs and encompasses the entire learning community: administrators, teachers, children and families. The Peace Curriculum draws the school community together by embodying its focus on the social and emotional, as well as academic, development of our students. The ten concepts honored are kindness, friendship, courage, respect, truth, responsibility, self-discipline, fairness, perseverance and citizenship. Children return to these same tenets each year and explore, with increasing depth and complexity, what they mean for individuals and for the community as a whole.

A Longer School Day and Year

Academy of the City has a longer school day (8:00am-4:00pm) and year (185 days) than traditional public schools. This additional time on task leverages the strengths of Academy of the City’s rigorous curriculum and supportive instructional model. It does so by providing more time in the day for all learners to take advantage of the enhanced opportunities to meet and exceed the School’s challenging learning standards.

The length of day and year allows the school to have meaningful blocks of time that students can devote to the study of not only core subject areas, but also of art, music, physical education, Spanish and the integration of Academy of the City’s Peace Curriculum throughout their course of study.
### Exhibit C – Enrollment Chart

**Academy of the City Charter School Enrollment Projections: 2016-17 to 2020-21**

<table>
<thead>
<tr>
<th>Grades</th>
<th>Ages</th>
<th>Number of Students</th>
<th>Year 1 2016-17</th>
<th>Year 2 2017-18</th>
<th>Year 3 2018-19</th>
<th>Year 4 2019-20</th>
<th>Year 5 2020-21</th>
</tr>
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<tbody>
<tr>
<td>K</td>
<td>4-6</td>
<td>54*</td>
<td>81*</td>
<td>56*</td>
<td>84*</td>
<td>56*</td>
<td></td>
</tr>
<tr>
<td>1st</td>
<td>6-7</td>
<td>54*</td>
<td>54*</td>
<td>84*</td>
<td>56*</td>
<td>84*</td>
<td></td>
</tr>
<tr>
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<td>7-8</td>
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<td>81*</td>
<td>56*</td>
<td>84*</td>
<td>56*</td>
<td></td>
</tr>
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<td>3rd</td>
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<td>54*</td>
<td>84*</td>
<td>56*</td>
<td>84*</td>
<td></td>
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<tr>
<td><strong>Total Students</strong></td>
<td></td>
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<td>414</td>
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<td><strong>Classes Per Grade</strong></td>
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<td>2-3</td>
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</tr>
<tr>
<td><strong>Average Number of Students Per Class</strong></td>
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<td>26.4</td>
<td>27.6</td>
<td>28</td>
<td>28</td>
<td>28</td>
<td></td>
</tr>
</tbody>
</table>

*Grade in which Academy of the City backfills students.

Academy of the City believes that it is important to open seats to as many students as it can while still maintaining a small school environment and within the realities of what its facility can accommodate and what the school’s collective bargaining agreement allows.

As is the current practice, throughout the next charter term, the school will backfill students in almost every grade. The only exception would be the first and second years of the charter term for the class entering 3rd grade in 2016-17. This school intends to allow the class to naturally shrink from four sections to three through a combination of attrition and natural student retention, making it more aligned with other classes, which have two or three sections each. In all other grades, Academy of the City has, and will continue, to accept new students in all grades throughout the year, including within months of the administration of New York State exams.

During the next charter term, the school intends to slowly increase total enrollment from 396 students to 420. This should be easily achievable given the demand for the school. Increasing enrollment will allow the school to maintain fiscal strength even if per pupil and other revenue sources only minimally increase throughout the charter term (see Exhibit K – Budget Projection). At the same time, overall class sizes will only increase to a reasonable 28 students per class.
Exhibit D – School Calendar and Daily Schedule

Academy of the City offers 185 days of instruction per year. Please see Exhibit D – Sample Calendar for the school’s calendar in the 2015-16 school year. Academy of the City will offer a similar calendar during the next charter term. Academy of the City’s schedule begins at 8:00 a.m. each day, and ends at 4:00 p.m. The minimum weekly instructional minutes per subject are as follows:

<table>
<thead>
<tr>
<th>Subject</th>
<th>Kindergarten Instructional Minutes Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>610</td>
</tr>
<tr>
<td>Math</td>
<td>300</td>
</tr>
<tr>
<td>Science</td>
<td>90</td>
</tr>
<tr>
<td>Social Studies/History</td>
<td>135</td>
</tr>
<tr>
<td>Art</td>
<td>90</td>
</tr>
<tr>
<td>Music</td>
<td>90</td>
</tr>
<tr>
<td>P.E.</td>
<td>45</td>
</tr>
<tr>
<td>Peace</td>
<td>45</td>
</tr>
<tr>
<td>Health</td>
<td>45</td>
</tr>
<tr>
<td>Other (Assembly, Clubs, Dramatic Play)</td>
<td>210</td>
</tr>
<tr>
<td>Total Instructional Minutes</td>
<td>1,660</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>Lower Elementary (Grades 1-2) Instructional Minutes Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>780</td>
</tr>
<tr>
<td>Math</td>
<td>460</td>
</tr>
<tr>
<td>Science</td>
<td>90</td>
</tr>
<tr>
<td>Social Studies/History</td>
<td>135</td>
</tr>
<tr>
<td>Art</td>
<td>90</td>
</tr>
<tr>
<td>Music</td>
<td>90</td>
</tr>
<tr>
<td>P.E.</td>
<td>45</td>
</tr>
<tr>
<td>Peace</td>
<td>45</td>
</tr>
<tr>
<td>Health</td>
<td>45</td>
</tr>
<tr>
<td>Other (Assembly, Clubs)</td>
<td>75</td>
</tr>
<tr>
<td>Total Instructional Minutes</td>
<td>1,855</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subject</th>
<th>Upper Elementary (Grades 3-5) Instructional Minutes Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELA</td>
<td>805</td>
</tr>
<tr>
<td>Math</td>
<td>480</td>
</tr>
<tr>
<td>Science</td>
<td>90</td>
</tr>
<tr>
<td>Social Studies/History</td>
<td>135</td>
</tr>
<tr>
<td>Art</td>
<td>45</td>
</tr>
<tr>
<td>Music</td>
<td>45</td>
</tr>
<tr>
<td>Spanish</td>
<td>45</td>
</tr>
<tr>
<td>P.E.</td>
<td>45</td>
</tr>
<tr>
<td>Peace</td>
<td>45</td>
</tr>
<tr>
<td>Health</td>
<td>45</td>
</tr>
<tr>
<td>Other (Assembly, Clubs)</td>
<td>75</td>
</tr>
<tr>
<td>Total Instructional Minutes</td>
<td>1,855</td>
</tr>
</tbody>
</table>

Please see Exhibit D – Sample Schedules for sample Kindergarten, 2nd grade and 4th grade schedules.
LIST OF SCHOOL CLOSURES / HALF-DAYS 2015-2016 (Updated June 25, 2015)

August 27 – First Day of School – **NOON DISMISSAL** – No busing

September 7 – Labor Day – **CLOSED**
September 9 – First Day of Busing
September 11 – PD Day – **NOON DISMISSAL** – Busing will occur
September 14-15 – Rosh Hashanah – **CLOSED**
September 16 – First Day of Afterschool Program
September 23 – Yom Kippur – **CLOSED**
September 24 – Eid El-Ahda – **CLOSED**

October 12 – Columbus Day – **CLOSED**
October 22-23 – Parent Conferences – **NOON DISMISSAL** – Busing will occur

November 6 – PD Day – **NOON DISMISSAL** – Busing will occur
November 11 – Veterans Day – **CLOSED**
November 25-27 – Thanksgiving Recess – **CLOSED**

December 4 – PD Day – **NOON DISMISSAL** – Busing will occur
December 23-January 1 – Winter Recess – **CLOSED**

January 15 – PD Day – **NOON DISMISSAL** – Busing will occur
January 18 – Martin Luther King, Jr. Day – **CLOSED**

February 5 – PD Day – **NOON DISMISSAL** – Busing will occur
February 8 – Lunar New Year – **CLOSED**
February 15-19 – Midwinter Recess – **CLOSED**

March 17-18 – Parent Conferences – **NOON DISMISSAL** – Busing will occur
March 25 – Good Friday – **CLOSED**

April 22 – PD Day – **NOON DISMISSAL** – Busing will occur
April 25-April 29 – Spring Recess – **CLOSED**

May 13 – PD Day – **NOON DISMISSAL** – Busing will occur
May 30 – Memorial Day – **CLOSED**

June 3 – PD Day – **NOON DISMISSAL** – Busing will occur
June 17 – Last Day of Afterschool Program
June 24 – Last Day of School – **NOON DISMISSAL** – Busing will occur
<table>
<thead>
<tr>
<th>Min</th>
<th>Time</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>8-8:30</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>8-8:30</td>
</tr>
<tr>
<td>30</td>
<td>8:33-9:03</td>
<td>Morning Meeting</td>
<td>Morning Meeting</td>
<td>Morning Meeting</td>
<td>Morning Meeting</td>
<td>Morning Meeting</td>
<td>8:33-9:03</td>
</tr>
<tr>
<td>45</td>
<td>9:06-9:51</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>9:06-9:51</td>
</tr>
<tr>
<td>45</td>
<td>9:51-10:35</td>
<td>Art</td>
<td>Writing</td>
<td>Writing</td>
<td>Music</td>
<td>Writing</td>
<td>9:51-10:35</td>
</tr>
<tr>
<td>30</td>
<td>10:40-11:10</td>
<td>Recess</td>
<td>Recess</td>
<td>Recess</td>
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<td>Recess</td>
<td>10:40-11:10</td>
</tr>
<tr>
<td>25</td>
<td>11:15-11:40</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>11:15-11:40</td>
</tr>
<tr>
<td>20</td>
<td>11:40-12:00</td>
<td>Rest</td>
<td>Rest</td>
<td>Rest</td>
<td>Rest</td>
<td>Rest</td>
<td>11:40-12:00</td>
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<tr>
<td>60</td>
<td>12:05-1:05</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
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<td>Math</td>
<td>12:05-1:05</td>
</tr>
<tr>
<td>45</td>
<td>1:06-1:52</td>
<td>Social Studies</td>
<td>Social Studies</td>
<td>Social Studies</td>
<td>Health</td>
<td>Peace</td>
<td>1:06-1:52</td>
</tr>
<tr>
<td>45</td>
<td>2:45-3:30</td>
<td>Phys. Ed.</td>
<td>Music</td>
<td>Science Lab</td>
<td>Dramatic Play</td>
<td>Art</td>
<td>2:45-3:30</td>
</tr>
<tr>
<td>25</td>
<td>3:35-4:00</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>3:35-4:00</td>
</tr>
<tr>
<td>60</td>
<td>4:00 - 5:00</td>
<td></td>
<td></td>
<td></td>
<td>Staff Meeting or</td>
<td>Grade Level planning</td>
<td>4:00 - 5:00</td>
</tr>
<tr>
<td>Min</td>
<td>Time</td>
<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
<td>Thursday</td>
<td>Friday</td>
<td>Time</td>
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</tr>
<tr>
<td>30</td>
<td>8:00-8:15</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>8:00-8:15</td>
</tr>
<tr>
<td>45</td>
<td>8:15-9:03</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>8:15-9:03</td>
</tr>
<tr>
<td>45</td>
<td>9:06-9:51</td>
<td>Writing</td>
<td>Math</td>
<td>Art</td>
<td>Art</td>
<td>Writing</td>
<td>9:06-9:51</td>
</tr>
<tr>
<td>45</td>
<td>10:40-11:25</td>
<td>Science Lab</td>
<td>Science Lab</td>
<td>Writing</td>
<td>Writing</td>
<td>Music</td>
<td>10:40-11:25</td>
</tr>
<tr>
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<td>Recess</td>
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<tr>
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<td>Math</td>
<td>Music</td>
<td>Math</td>
<td>Math</td>
<td>Math</td>
<td>1:06-1:52</td>
</tr>
<tr>
<td>45</td>
<td>2:45-3:30</td>
<td>History</td>
<td>History</td>
<td>History</td>
<td>Health</td>
<td>Peace</td>
<td>2:45-3:30</td>
</tr>
<tr>
<td>25</td>
<td>3:35-4:00</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
<td>Read Aloud</td>
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</tr>
<tr>
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</tr>
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<td>Monday</td>
<td>Tuesday</td>
<td>Wednesday</td>
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<td>Friday</td>
<td>Time</td>
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</tr>
<tr>
<td>15</td>
<td>8-8:15</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>Breakfast</td>
<td>8-8:15</td>
</tr>
<tr>
<td>45</td>
<td>8:15 - 9:03</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>Reading</td>
<td>8:15 - 9:03</td>
</tr>
<tr>
<td>45</td>
<td>9:06-9:51</td>
<td>Music</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9:06-9:51</td>
</tr>
<tr>
<td>45</td>
<td>10:40-11:15</td>
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<td>10:40-11:15</td>
</tr>
<tr>
<td>45</td>
<td>11:15 - 11:25</td>
<td>Science Lab</td>
<td>Writing</td>
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</tr>
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<td>11:30-12:15</td>
<td>Writing</td>
<td>Spanish</td>
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<td>12:00 - 12:45</td>
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<tr>
<td>20</td>
<td>12:55-1:15</td>
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<tr>
<td>30</td>
<td>1:20 - 1:50</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>Lunch</td>
<td>1:20 - 1:50</td>
</tr>
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<td>45</td>
<td>1:55 - 2:40</td>
<td>History</td>
<td>History</td>
<td>Clubs Gr. 3-5</td>
<td>Writing</td>
<td>Phys. Ed</td>
<td>1:55 - 2:40</td>
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<tr>
<td>45</td>
<td>2:45-3:30</td>
<td>Reading</td>
<td>Reading</td>
<td>Health</td>
<td>Math</td>
<td>Peace</td>
<td>2:45-3:30</td>
</tr>
<tr>
<td>30</td>
<td>3:30-4:00</td>
<td>Reading/Ind...</td>
<td>Reading/Ind...</td>
<td>Reading/Inde...</td>
<td>Reading/Ind...</td>
<td>Reading/Inde...</td>
<td>3:30-4:00</td>
</tr>
<tr>
<td>60</td>
<td>4:00-5:00</td>
<td>Staff Meeting or Grade Level planning</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4:00-5:00</td>
</tr>
</tbody>
</table>
July 12, 2012

VIA FIRST CLASS AND E-MAIL

Dr. Richard Welles
Academy of the City Charter School
c/o The OWN Foundation
37-24 24th Street, Suite 343
Long Island City, New York 11101

Re: Incorporation of Accountability Plan into Charter Agreement

Dear Dr. Welles:

We write to inform you that the Accountability Plan (the “Plan”) submitted by ACADEMY OF THE CITY CHARTER SCHOOL (the “School”), in the form attached hereto which may have been modified, has been accepted by the Charter Schools Institute as final pursuant to paragraph 2.6 of the Charter Agreement (the “Charter”) between the School and the Board of Trustees of the State University of New York (the “State University Trustees”).

Please keep in mind the following points and understandings as well as their place in the charter and the renewal process.

1. The purpose of the Plan is to define with specificity the student outcome measures to which the School will be held accountable throughout the life of its charter. To report on those measures, the School is required to submit to the Institute by August 1 each year an Accountability Plan Progress Report. These reports will document the School’s progress in meeting each of the outcome measures included in the Plan. As Accountability Plan Progress Reports are probably the single most important source of information about the School (and are the primary building blocks for a school’s case for renewal), we encourage you to approach their preparation with diligence.

2. At the request of the Institute, any data supporting and demonstrating the findings reported in the Accountability Plan Progress Report must be provided to the Institute. Such data include, but are not limited to, individual student test scores. The Institute reserves the right to validate and/or re-calculate reported progress of students based on original data. Should the Institute’s results differ from those reported by a school, the Institute reserves the right to include results as calculated by it in public reports. The Institute also reserves the right to use such results in reviewing a school’s application for renewal. Where the Institute’s calculations and a school’s differ, the Institute will inform the school of such differences and provide the basis for its calculations.
3. Please remember that it is the School’s responsibility to present valid and objective data demonstrating its academic performance. The failure the School to present valid data (whether through inadverience, e.g., loss of test scores, or otherwise, e.g., not administering the assessments agreed to) will materially affect the ability of the School to make an effective case for renewal. In other words, while teaching and learning are without doubt the most important things a school undertakes, a school will not be in a position to retain its charter unless it provides valid and objective evidence of student achievement.

4. The School’s progress in achieving the goals in the Accountability Plan will play a critical role in the renewal process. You may wish to consult the Practices, Policies and Procedures for the Renewal of Charter Schools Authorized by the State University Board of Trustees, which delineate how meeting the goals set in the Accountability Plan factor into the State University Trustees’ renewal decision. In general, the successful achievement of all or substantially all of the academic goals, especially in English language arts and mathematics set forth in the Accountability Plan will likely result in a finding that the school is educationally sound and able to continue to improve student learning and achievement. Of course, in order for a school’s charter to be renewed, the State University Trustees must also review and find satisfactory other aspects of the school’s operation, e.g., fiscal soundness, organizational viability and legal compliance. The Practices and Policies are available on the Institute’s website, http://www.newyorkcharters.org/. (Please note that the Practices are scheduled to be revised on June 9th.)

5. Your School leaders developed the Accountability Plan in consultation with the Institute. It represents the set of student performance measures to which you will be held accountable. We urge you and the other members of the Board of Trustees to use the Accountability Plan as a tool for measuring the success of the School in meeting the terms of the charter to improve student learning and achievement. As you are aware, the responsibility of board members includes monitoring the development and progress of the academic program. Since the measures contained in the Accountability Plan represent the outcome of these efforts, they should be a focus of your assessment of the School throughout the charter period.

While the Accountability Plan will remain in effect for the duration of the School’s charter, it may be amended upon a request by the School and permission of the Institute. Such changes may require that the Charter be revised (requiring in turn approval by the State University Trustees and the review and comment of the Board of Regents).

Please review and sign both copies of this letter, keep one copy for your files, and return the second copy to the Institute within ten (10) business days. In this way the Accountability Plan will be formally incorporated into the School’s Charter (as envisioned by paragraph 2.6) and become binding on the School.
In closing, please accept my continued thanks for your work on behalf of the children in your community. The Institute looks forward to continuing to work with you as the School brings them the first-rate education they deserve.

Sincerely,

[Signature]

Susan Miller Barker
Executive Director

Enclosure

c: Mr. Richard Lee, Principal

ACKNOWLEDGED AND AGREED:

By: ____________________________  Date: ______________

Title: ____________________________
Academy of the City Charter School
36-14 12th Street
Long Island City, NY 11106
718-487-9857

Accountability Plan
for the Accountability Period 2011-2012 to 2014-2015

ACADEMIC GOALS

GOAL 1: ENGLISH LANGUAGE ARTS
Academy of the City Charter School’s students will meet or exceed Common Core and New York State Learning Standards for their grade level in all aspects of literacy, including reading, writing, speaking and listening. The English Language Arts curriculum at Academy of the City Charter School is designed to ensure that students learn to read with interest and understanding, write to communicate clearly, speak confidently and expressively, and listen with attention and understanding. The school’s English Language Arts curriculum is closely aligned to the Common Core Standards and New York State English Language Arts Standards.

Absolute Measures
- Each year, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State English language arts exam starting in the 2013-2014 school year as the school will have children in third grade.

- Each year, the school’s aggregate Performance Index (PI) on the state English language arts exam will meet that year’s Annual Measurable Objective (AMO) set forth in the state’s NCLB accountability system.

Comparative Measures
- Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on the state English language arts exam will be greater than that of students in the same tested grades in the local school District 30 starting in the 2013-2014 school year as the school will have children in third grade.

- Each year, the school will exceed its predicted level of performance on the state English language arts exam by at least a small Effect Size (performing higher than expected to a small degree) according to a regression analysis controlling for students eligible for free lunch among all public schools in New York State.

Growth Measures
- Starting in the 2014-2015 school year, as the school will have children in fourth grade, all grade-level cohorts of students will reduce by one-half the gap
between the percent at or above Level 3 on the previous year’s state English language arts exam and 75 percent at or above Level 3 on the current year’s state English language arts exam. If a grade-level cohort exceeds 75 percent at or above Level 3 in the previous year, the cohort is expected to show a positive gain in the current year.

- Each year, on the Measures of Academic Performance from Northwest Evaluation Association reading assessment, all grade-level cohorts of students (in grades 2 and higher) will reduce by one-half the gap between their average NCE in the previous year and an NCE of 50 in the current year. If a grade-level cohort exceeds and NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.

**GOAL II: MATHEMATICS**

Academy of the City Charter School students will meet or exceed Common Core and New York State Learning Standards for their grade level in mathematics. The mathematics curriculum at Academy of the City Charter School is designed to ensure that students have a sound base in numeration and number sense on which the mathematics skills can be rooted.

**Absolute Measures**
- starting in the 2013-2014 school year, as the school will have children in third grade, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State mathematics exam starting in the 2013-2014 school year as the school will have children in third grade.

- Each year, the school’s aggregate Performance Index (PI) on the state mathematics exam will meet that year’s Annual Measurable Objective (AMO) set forth in the state’s NCLB accountability system.

**Comparative Measures**
- Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on the state mathematics exam will be greater than that of students in the same tested grades in the local school District 30 starting in the 2013-2014 school year as the school will have children in third grade.

- Each year, the school will exceed its predicted level of performance on the state mathematics exam by at least a small Effect Size (performing higher than expected to a small degree) according to a regression analysis controlling for students eligible for free lunch among all public schools in New York State.

**Growth Measures**
- Starting in the 2014-2015 school year, as the school will have children in fourth
grade, all grade-level cohorts of students will reduce by one-half the gap between the percent at or above Level 3 on the previous year’s state mathematics exam and 75 percent at or above Level 3 on the current year’s state mathematics exam. If a grade-level cohort exceeds 75 percent at or above Level 3 in the previous year, the cohort is expected to show a positive gain in the current year.

- Each year, on the Measures of Academic Performance from Northwest Evaluation Association mathematics assessment, all grade-level cohorts of students (in grades 2 and above) will reduce by one-half the gap between their average NCE in the previous year and an NCE of 50 in the current year. If a grade-level cohort exceeds an NCE of 50 in the previous year, the cohort is expected to show a positive gain in the current year.

**GOAL III: SCIENCE**

Academy of the City Charter School’s students will meet or exceed the New York State core curriculum standards and National Education standards for their grade level. The Science curriculum is designed to ensure that students collect and record first-hand data, to represent and analyze it using the scientific method. Children will learn to identify patterns, describe relationships, make connections, develop models, pose questions, make predictions, check hypotheses and puzzle over answers using the scientific method.

**Absolute Measures**

- Each year, 75 percent of all tested students who are enrolled in at least their second year will perform at or above Level 3 on the New York State science exam starting in the 2014-2015 school year as the school will have children in fourth grade.

**Comparative Measures**

- Each year, the percent of all tested students who are enrolled in at least their second year and performing at or above Level 3 on a state science exam will be greater than that of students in the same tested grades in the local school district 30.

**GOAL IV: NCLB**

The school will make Adequate Yearly Progress.

**Absolute Measure**

- Under the state’s NCLB accountability system, the school’s Accountability Status will be “Good Standing” each year.
Exhibit F – Accountability Plan

Please incorporate by reference the Accountability Plan currently on file with the Institute.
Academy of the City is deeply committed to serving all students, especially those at-risk of academic failure. Led by the school’s parent coordinator and operations team, throughout the subsequent charter term Academy of the City will continue to undertake recruitment of the three target groups: students with disabilities, English language learners (ELLs) and students who qualify as economically disadvantaged. AoC is confident that the programs it has in place support the retention of each of the populations. Specific approaches to recruitment and retention of each population are articulated below.

<table>
<thead>
<tr>
<th>Students with Disabilities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recruitment Strategies</strong></td>
</tr>
<tr>
<td>• AoC ensures that all recruiting material indicates that the school is committed to serving students with disabilities.</td>
</tr>
<tr>
<td>• AoC visits local day care centers and highlights the services that it offers for students with disabilities.</td>
</tr>
<tr>
<td><strong>Retention Strategies</strong></td>
</tr>
<tr>
<td>• The school has robust and effective program to meet the needs of students with disabilities, including a full time special education coordinator and 2 full time special education teachers. Related services (OT, PT, Speech) are provided onsite.</td>
</tr>
<tr>
<td>• AoC’s parent coordinator maintains an active and positive relationship with the New York City Department of Education’s office on Special Education, and regularly communicates with staff there when he has questions or concerns about special education issues.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>English Language Learners</th>
</tr>
</thead>
<tbody>
<tr>
<td>AoC’s program is especially tailored to meet the needs of English language learners, and AoC has had significant success recruiting students who are English Language Learners.</td>
</tr>
<tr>
<td><strong>Recruitment Strategies</strong></td>
</tr>
<tr>
<td>• AoC’s marketing and recruitment materials clearly indicate that the school has services to support ELLs and regularly translates advertisements and materials into Spanish.</td>
</tr>
<tr>
<td>• AoC recruiting materials regularly celebrate the diversity of the school’s student body – especially important in the communities in which our students live, which includes Long Island City, Astoria, Jackson Heights and Woodside.</td>
</tr>
<tr>
<td>• AoC’s parent coordinator, who is fluent in English, Spanish and French, visits churches and bodegas known to serve immigrant populations to actively share information about the school and services that it offers to ELLs.</td>
</tr>
<tr>
<td>• AoC is increasing outreach to neighborhoods immediately surrounding the school, which include a large Nepali immigrant population.</td>
</tr>
<tr>
<td>• AoC school leaders and Parent Coordinator visit preschools and community fairs and conduct parent sessions for student recruitment. In addition the school delivers marketing materials to preschools in the surrounding area.</td>
</tr>
<tr>
<td><strong>Retention Strategies</strong></td>
</tr>
<tr>
<td>• AoC will continue to offer robust and effective services to ELL students through two full time ESL teachers. AoC is clearly committed to effectively serving ELLs as evidenced by the fact that one of the school’s key design elements pertains to providing high quality sheltered instruction to ELLs.</td>
</tr>
</tbody>
</table>
| • AoC’s parent coordinator holds parent workshops that are specially designed to meet the needs of immigrant families. Topics have included specifically...
navigating the challenges of immigration rules and requirements.

- The school has a simultaneous Spanish language translation at every parent community organization meeting, with translation headsets provided to parents who request them.

<table>
<thead>
<tr>
<th>Economically Disadvantaged</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recruitment Strategies</strong></td>
</tr>
<tr>
<td>- AoC has developed, and will continue to develop relationships with local day care centers that serve predominantly low-income families, such as the Queensbridge Day Care Center and Astoria Houses.</td>
</tr>
<tr>
<td>- Although the school is now located in Woodside, it continues to actively recruit in Long Island City, where it was originally located, which is a community with a large amount of low-income housing.</td>
</tr>
<tr>
<td><strong>Retention Strategies</strong></td>
</tr>
<tr>
<td>- AoC’s parent coordinator holds workshops that are especially beneficial to families who are economically disadvantaged. For example, the school has held workshops to developing personal financial skills, nutrition workshops in collaboration with City Harvest, and parenting workshops in collaboration with the Family Resource Center of Western Queens and St. John's University Partners program. The school holds an annual community fair, which brings vital service providers to the school community. The parent coordinator also provides door-to-door family assistance when necessary.</td>
</tr>
<tr>
<td>- The school facilitates the provision of free dental care through the NYU Dental Services, free tutoring and free computers to families in need.</td>
</tr>
<tr>
<td>- The school’s focus on the whole child, while beneficial to all students, may be especially beneficial to students who might not ordinarily have access to arts enrichment opportunities such as programs in fine art, music, and drama.</td>
</tr>
</tbody>
</table>

*Monitoring*

AoC understands the importance of recruitment and retention targets and will regularly monitor the school’s success in meeting the targets. AoC will use BEDS day data to make a final determination about the percentage of students it enrolls in each of the three target areas and which students it retains from year to year. It will then check these percentages compared to SUNY’s enrollment and retention targets. The school will present this data to the Board to keep them abreast of the school’s status in relation to the targets. School leaders will adopt an action plan to address any deficits found in the data.
FIRST AMENDED AND RESTATED BY-LAWS OF ACADEMY OF THE CITY CHARTER SCHOOL

Adopted on July 21, 2015 by the Board of Trustees of Academy of the City Charter School

ARTICLE I: NAME
The name of the Corporation is the Academy of the City Charter School (hereinafter “the School”).

ARTICLE II: MEMBERSHIP
The School has no members. The rights which would otherwise vest in the members vest in the Directors of the School (hereinafter the “Trustees”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter the “Board”).

ARTICLE III: BOARD OF TRUSTEES
A. Powers. The Board shall conduct or direct the affairs of the School and exercise its powers, subject to the provisions of applicable law (including the Education Law, Not-for-Profit Corporation Law, the General Municipal Law and Article 7 of the Public Officers Law (the “Open Meetings Law”)), as well as the requirements of the School’s charter and these By-laws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board’s ultimate jurisdiction and oversight.
   Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these By-laws, and the following specific powers:
   1. To elect and remove Trustees;
   2. To select and remove Officers, agents and employees of the School; to prescribe powers and duties for them and to fix their compensation;
   3. To conduct, manage and control the affairs and activities of the School, and to make rules and regulations;
   4. To enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School;
   5. To carry on the business of operating the School and apply any surplus that results from the business activity to any activity in which the School may engage;
   6. To act as Trustee under any trust incidental to the School’s purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;
   7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
   8. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities, subject to the provisions of the Not-for-Profit Corporation Law and any limitations noted in the By-laws;
   9. To indemnify and maintain insurance on behalf of any of its Trustees, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person’s status as such, subject to the applicable provisions of the Not-for-Profit Corporation Law and the limitations noted in these By-laws.
B. Number of Trustees. The number of Trustees of the School shall be not fewer than five (5)
and shall not exceed twelve (12). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the By-laws.

C. Election of Trustees.
1. Election. The Board shall elect the Trustees by the vote of a majority of the Trustees then in office. Trustees-elect assume office subject to approval by the charter entity.
2. Eligibility. The Board may elect any person who is at least eighteen (18) years old, who is not an employee of the School or otherwise restricted from serving on the Board pursuant to the School’s Conflict of Interest Policy and Code of Ethics and who, in its discretion, it believes will serve the interests of the School faithfully and effectively.
3. Parent Trustees. "The two (2) most senior officers of the Parent Community Organization (the “PCO”) shall serve as ex-officio, non-voting Trustees (the “Parent Trustees”) on the Board who shall not be counted for the purposes of quorum, may not serve as Officers and shall not be included in executive session unless invited by a majority of voting Trustees. Nothing contained herein shall restrict the Parent Trustees from serving on committees of the Board.
4. Interested Persons. Not more than forty percent (40%) of the persons serving on the Board may be interested persons. An “interested person” is: (1) any person currently being compensated by the School for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (2) any sister, brother, ancestor, descendant, spouse, domestic partner, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law, cousin or cousin-in-law of any such person.
5. Term of Office.
   a. The Trustees elected shall be divided into three classes for the purpose of staggering their terms of office. The Board Executive Committee will assign each founding Board member to a class prior to the first Board meeting. All classes shall be as nearly equal in number as possible. The assignment of any Board member to a particular class does not in any way restrict that Board member from participating fully in all Board activities and from serving additional terms.
   b. The terms of office of the Trustees initially classified shall be as follows: that of the first class shall expire at the next annual meeting of the Trustees, the second class at the second succeeding annual meeting and the third class at the third succeeding annual meeting (“Classification Terms”). Following the expiration of these designated terms, the term of each Trustee shall continue for three (3) years. Each Trustee may serve no more than three successive three-year terms following expiration of his or her Classification Term (if any), and then must step down for at least one year before again becoming eligible to serve as a Trustee.
   d. The term of office of a Trustee elected to fill a vacancy in these By-laws begins on the date of the Trustee’s election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
   e. A Trustee’s term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment to the charter, the By-laws, or other Board action.
   f. A Trustee’s term of office shall not be extended or shortened beyond that for which the Trustee was elected by amendment of the school’s charter or the By-laws or other Board action.
6. Time of Elections. The Board shall elect Trustees whose terms begin on July 1st of a given
year at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

D. **Removal of Trustees.** The Board may remove or suspend a Trustee with cause by vote of a majority of the entire Board on examination and due proof of the truth of a written complaint by any Trustee of misconduct, incapacity or neglect of duty, in accordance with the applicable provisions of the Education Law and the Not-for-Profit Corporation Law, provided that the Board shall give at least one week’s notice of the proposed action to the accused and to each Trustee. With respect to Parent Trustees, should any such individual be removed as one of the two most senior officers of the PCO or their children no longer be students at the School, their term shall automatically expire upon the occurrence of either such event.

E. **Resignation by Trustee.** A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board Chair or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Trustee. If any Trustee shall fail to attend three consecutive meetings without excuse accepted as satisfactory by the Board, such Trustee shall be deemed to have resigned and the vacancy shall be filled.

F. **Vacancies.** A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these By-laws, or upon a Trustee’s death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

G. **Compensation of Trustees.** Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee’s actual and necessary expenses while conducting School business.

**ARTICLE IV: OFFICES**

The School’s principal office shall be located at such place as the Board may select from time to time by resolution of a majority of the Board. The Secretary shall note any change in office on the copy of the By-laws maintained by the Secretary. The School may also have offices at such other places, within the State of New York, as the Board may from time to time determine.

**ARTICLE V: MEETINGS OF THE BOARD**

A. **Place of Meetings.** Board Meetings shall be held at the School’s principal office or other such location open and available to the public if the school building is temporarily unavailable.

B. **Annual Meeting.** An Annual Meeting shall be held in the month of June of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting such other business as comes before the meeting.

C. **Regular Meetings.** Regular Meetings shall be held at least once every calendar month on dates determined by the Board. For this purpose, the June Annual Meeting shall count as a Regular Meeting.

D. **Special Meetings.** A Special Meeting shall be held at any time called by the Chair, or in his or her absence by the senior Trustee, upon written request of three Trustees. Seniority shall be according to the order in which the Trustees are named in the charter or subsequently elected.

E. **Adjournment.** A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place.

F. **Notice to Trustees.** Notices to Trustees of Board Meetings shall be given as follows:

1. Annual Meetings and Regular Meetings may be held without notice if the By-laws or the Board fix the time and place of such meetings. In the event that the date of an Annual
Meeting or Regular Meeting is changed, written notice of the new meeting date will be provided at least ten (10) days in advance of the meeting.

2. Special Meetings shall be held upon four days’ notice by first-class mail or 48 hours’ notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the School’s records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee. The notice shall include the time and place of the meeting and shall include any location from which a Trustee is participating via video-conference, such that the public may attend the meeting from that location as well.

G. Waiver of Notice. Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

H. Public Notice. Public notice of all Board meetings shall be given in accordance with the requirements of the Open Meetings Law. The notice shall include the time and place of the meeting and shall include any location from which a Trustee is participating via video-conference, such that the public may attend the meeting from that location as well.

ARTICLE VI: ACTION BY THE BOARD

A. Quorum. Unless a greater proportion is required by law, a majority of the entire Board of Trustees shall constitute a quorum for the transaction of any business or of any specified item of business.

B. Action by the Board.

1. Actions Taken at Board Meetings. Any business may be transacted and any corporate action may be taken at any regular or special meeting of the Board of Trustees at which a quorum is present, whether such business or proposed action be stated in the notice of such meeting or not, unless special notice of such business or proposed action is required by law or by these By-laws. Except as otherwise provided by statute or by these By-laws, the vote of a majority of the Board present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Trustees present may adjourn the meeting until a quorum is obtained.

2. Board Participation by Other Means. In all events, a quorum of Trustees must be present to lawfully conduct a Board Meeting of the School. To the extent permitted by the Open Meetings Law, Trustees participating by means of video-conferencing may be counted toward achieving a quorum. Once a quorum is present, additional Trustees may participate in a Board meeting through conference telephone or similar communication equipment, provided that all Trustees participating in such meeting can hear one another and there is no objection from any Trustee or any person in the public audience. Trustees participating other than in-person or by live video-conferencing shall not vote. Trustees participating by means of video-conferencing shall do so from a site at which the public may attend, listen and observe, and the location of such site shall be included in the public notice of the meeting. All meetings of the Board are subject to the provisions of the Open Meetings Law.

C. Committees.
1. Appointment of Committees. The Board may create committees for any purpose. The Chair of the Board shall appoint members to and designate the chairs of such committees, with the consent of the Board. A Board committee will consist of not fewer than three Trustees, who shall serve at the pleasure of the Chair of the Board, except that any executive committee of the Board shall comprise not fewer than five Trustees.

2. Standing Committees. The Board shall have the following standing committees: an Executive Committee (chaired by the Board Chair), a Finance and Operations Committee (Chaired by the Treasurer), an Audit Committee (consisting of only disinterested Trustees), an Education Committee, a Legal Committee, and a Development and Advocacy Committee. Additional Chairs and committee members of these standing committees shall be appointed by resolution adopted by a majority of the entire Board.

3. Authority of Board Committees. The Chair of the Board may delegate to a Board committee any of the authority of the Board, except with respect to:
   a. The election of Trustees;
   b. Filling vacancies on the Board or any committee which has the authority of the Board;
   c. The amendment or repeal of the By-laws or the adoption of new By-laws; and
   d. The appointment of other committees of the Board, or the members of the committees.

4. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board committee are to be conducted. In the absence of such prescription, a Board committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the committee are subject to the provisions of these By-laws and the Open Meetings Law with respect to the calling and notice of meetings.

D. Standard of Care.

1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board committee, in good faith and with that degree of diligence, care and skill, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
   a. One or more Officers or employees of the School whom the Trustee believes to be reliable and competent in the matters presented;
   b. Legal counsel, public accountants or other persons as to matters that the Trustee believes are within that person’s professional or expert competence; or
   c. A Board committee on which the Trustee does not serve, duly designated in accordance with a provision of the School’s charter or By-laws, as to matters within its designated authority, provided the Trustee believes the committee merits confidence and the Trustee acts in good faith, and with that degree of care specified in Paragraph D.1., and after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

3. Investments. In investing and dealing with all assets held by the School for investment, the Board shall exercise the standard of care described above in Paragraph D.1., and shall consider among other relevant considerations the long and short term needs of the School in carrying out its purposes, including its present and anticipated financial requirements. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board.
E. Rights of Inspection. Every Trustee has the right to inspect and copy all books, records and
documents of every kind and to inspect the physical properties of the School, provided that such
inspection is conducted at a reasonable time after reasonable notice, and provided that such right
of inspection and copying is subject to the obligation to maintain the confidentiality of the
reviewed information, in addition to any obligations imposed by any applicable federal, state or
local law.

F. Participation in Discussions and Voting. Every Trustee has the right to participate in the
discussion and vote on all issues before the Board or any Board committee, except that any
Trustee shall be excused from the discussion and vote on any matter involving such Trustee
relating to: (a) a self-dealing transaction; (b) a conflict of interest; (c) indemnification of that
Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then
present.

G. Duty to Maintain Board Confidences. Every Trustee has a duty to maintain the
confidentiality of all Board actions which are not required by law to be open to the public,
including discussions and votes which take place at any Executive Sessions of the Board. Any
Trustee violating this confidence may be removed from the Board.

ARTICLE VII: OFFICERS

A. Officers. The “Officers” of the School consist of a Chair (hereinafter “Chair”), Vice Chair
(hereinafter “Vice Chair”), a Secretary and a Chief Financial Officer (hereinafter “Treasurer”).
The School also may have such other Officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the
affairs of the School, and such other powers and duties as the Board and these By-laws may
prescribe. If present, the Chair shall preside at Board meetings.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair’s
duties and, when so acting, shall have all the Chair’s powers and be subject to the same
restrictions. The Vice Chair shall have other such powers and perform such other duties as the
Board may prescribe.

3. Secretary. The Secretary shall: (a) keep or cause to be kept, at the School’s principal office or
such other place as the Board may direct, a book of minutes of all meetings of the Board and
Board committees, noting the time and place of the meeting, whether it was regular or special
(and if special, how authorized), the notice given, the names of those present, and the
proceedings; (b) keep or cause to be kept a copy of the School’s charter and By-laws, with
amendments; (c) keep or cause to be kept a copy of the School’s incorporation and tax status
filings and documentation; (d) give or cause to be given notice of the Board and committee
meetings as required by the By-laws; and (e) have such other powers and perform such other
duties as the Board may prescribe.

4. Treasurer. The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of
the School’s properties, receipts and disbursements; (b) make the books of account available at
all times for inspection by any Trustee; (c) deposit or cause to be deposited the School’s monies
and other valuables in the School’s name and to its credit, with the depositories the Board
designates; (d) disburse or cause to be disbursed the School’s funds as the Board directs; (e)
render or cause to be rendered to the Chair and the Board, as requested but no less frequently
than once every fiscal year, an account of the School’s financial transactions and financial
condition; (f) prepare or cause to be prepared any reports on financial issues required by an
agreement on loans; (g) serve as Chairperson of the Finance Committee; and (h) have such other
powers and perform such other duties as the Board may prescribe.
B. Election, Eligibility and Term of Office.
1. Election. The Board shall elect the Officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that Officers appointed to fill vacancies shall be elected as vacancies occur.
2. Eligibility. A Trustee may hold any number of offices, except that: a) neither the Secretary nor Treasurer may serve concurrently as the Chair; or b) A Trustee who has a business relationship with the School as defined in the School’s Code of Ethics and Conflict of Interest policy shall not be eligible to serve as an Officer.
3. Term of Office. Each Officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation. The Board may remove any Officer, either with or without cause, at any time. Such removal shall not prejudice the Officer’s rights, if any, under an employment contract. Any Officer may resign at any time by giving written notice to the School, the resignation taking effect upon receipt of the notice or at a later date specified in the notice.

ARTICLE VIII: NON-LIABILITY OF TRUSTEES
The Trustees shall not be personally liable for the School’s debts, liabilities or other obligations.

ARTICLE IX: SELF-DEALING TRANSACTIONS
The School shall not engage in any self-dealing transactions, except as approved by the Board. “Self-dealing transaction” means a transaction to which the School is a party and in which one or more of the Trustees has a material financial interest (“interested Trustee(s)”). Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board’s general standard of care: a transaction that is part of a public or charitable program of the School, if the transaction (a) is approved or authorized by the Board in good faith and determined by the Board to be in the best interest of the School and without favoritism, and (b) results in a benefit to one or more Trustees or their families solely because they are in a class of persons intended to be benefited by the program.

ARTICLE XI: OTHER PROVISIONS
A. Fiscal Year. The fiscal year of the School begins on July 1 of each year and ends June 30.
B. Execution of Instruments. Except as otherwise provided in these By-laws, the Board may adopt a resolution authorizing any Officer or agent of the School to enter into any contract or execute and deliver any instrument in the name of or on behalf of the School. Such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent or employee shall have any power to bind the School by any contract or engagement, to pledge the School’s credit, or to render it liable monetarily for any purpose or any amount.
C. Checks and Notes. Except as otherwise specifically provided by Board resolution or the School’s Financial Policies and Procedures, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the School may be signed by the Chair of the Board, the School Leader, Treasurer, or any Trustee designated for that purpose. In the instance that that the School utilizes a fiscal sponsor, check requests must be made in writing to the fiscal sponsor by those same individuals. Check requests for amounts of $5,000.00 or greater must be signed by two (2) of these individuals.
D. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Not-for-Profit Corporation Law and the Education Law shall govern the construction of these By-laws. Without limiting the generality of the foregoing, words in these By-laws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word “person” includes both a School and
a natural person. The captions and headings in these By-laws are for reference and convenience only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest. The Board shall adopt a Conflict of Interest Policy. The Conflicts of Interest Policy shall provide that no Trustee, Officer, employee or committee member shall have an interest, direct or indirect, in any contract when such Trustee, Officer, employee or committee member, individually or as a member of the Board or committee, has the power or duty to (a) negotiate, prepare, authorize or approve the contract, or authorize or approve payment under the contract; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any of the powers or duties set forth above (subject to certain exceptions allowed under Section 802 of the General Municipal Law). The Conflict of Interest Policy shall also provide that the Treasurer shall not have an interest, direct or indirect, in a bank or trust company designated as a depository or paying agent or for investment of funds of the School. Any Trustee, Officer, employee or committee member with such an interest shall make a prompt, full and frank disclosure of his or her interest to the Board or committee. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that may reasonably be construed to be adverse to the School’s interest. The Conflict of Interest Policy shall also provide that no Trustee, officer, employee or committee member shall (i) directly or indirectly solicit, accept or receive any gift having a value of seventy-five dollars ($75) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to or could reasonably be expected to influence him or her in the performance of his or her official duties, or was intended as a reward for any official action on his or her part; (ii) disclose confidential information acquired in the course of his or her official duties or use such information to further her or her personal interests; (iii) receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he or she is an officer, member or employee or of any municipal agency over which he or she has jurisdiction or to which he or she the power to appoint any member, officer or employee; or (iv) receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board whereby the compensation is to be dependent or contingent upon any action by the agency. This does not prohibit the fixing of fees based upon the reasonable value of services rendered. This provision is intended to comply with Sections 800-804, 804-a, 805, 805-a, 805-b and 806 of the General Municipal Law, and shall be interpreted in accordance with those provisions. The Conflict of Interest policy shall also comply with the Not-for-Profit corporation law, as amended by the Non-Profit Revitalization Act of 2013. To the extent of any conflict between any provision of these By-laws and the enumerated provisions of the General Municipal Law and the Not-for-Profit corporation law as applicable to charter school education corporations, such provisions of the General Municipal Law and Not-for-Profit corporation law shall control.

F. Interpretation of Charter; Statutes. To the extent of any conflict between any provision of these By-laws and the Open Meetings Law, the Open Meetings Law will control. Whenever any provision of the By-laws is in conflict with the provisions of the charter, the provisions of the charter shall control.

ARTICLE XII: AMENDMENT
A majority of the Trustees may adopt, amend or repeal these By-laws subject to approval by the charter entity.
CERTIFICATE OF THE SECRETARY
The undersigned does hereby certify that the undersigned is the Secretary of the School, an education School duly organized and existing under the laws of the State of New York; that the foregoing By-laws of said School were duly and regularly adopted as such by the Board of Trustees of said School; and that the above and foregoing By-laws are now in full force and effect.

[Signature]
Secretary of the School
ACADEMY OF THE CITY CHARTER SCHOOL

CODE OF ETHICS

The Board of Trustees (the “Board”) of the Academy of the City Charter School (the “School”) recognizes that sound ethical standards of conduct serve to increase the effectiveness of members of the Board (each a “Trustee” and collectively, “Trustees”) and the School’s staff. Actions based on an ethical code of conduct promote public confidence and the attainment of the School’s goals and objectives. The Board also recognizes its obligation to adopt this code of ethics (the “Code of Ethics”) consistent with the provisions of the New York State General Municipal Law and as required under the provisions of the New York Education Law and the New York Not-for-Profit Corporation Law, as amended by the Non-Profit Revitalization Act of 2013.

The Trustees, officers and employees of the School shall at all times be in compliance with the letter and spirit of the Code of Ethics. Trustees, officers and employees, as part of their service to or employment by the School, shall be furnished a copy of and shall also agree to adhere to this Code of Ethics. The Chair of the Board shall cause a copy of this Code of Ethics to be distributed annually to every Trustee, officer and employee of the School.¹ This Code of Ethics is incorporated by reference into the School’s duly adopted by-laws (the “By-laws”). Terms not defined herein shall have the meaning ascribed to them in the By-laws.

1. Management of the School. The Board shall conduct or direct the affairs of the School and exercise its powers subject to the provisions of applicable federal, state or local law, (including the Education Law and Not-for-Profit Corporation Law), as well as the requirements set forth in the School’s Charter and By-laws. The Board may delegate aspects of the management of school activities to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board’s ultimate jurisdiction.

2. Makeup of the Board. All Board members shall be at least 21 years of age. Not more than 40 percent of the Board may be comprised of: (a) people currently being compensated by the School for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any person in a Trustee’s Family.

3. Representation before the Board. A Trustee, officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board.²

4. Representation before the Board for a Contingent Fee. A Trustee, officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board, whereby the compensation is to be dependent or contingent upon any action by the School with

¹ General Municipal Law § 806(2).
² General Municipal Law § 805-a(1)(c).
respect to such matter, provided that this paragraph shall not prohibit the fixing at any
time of fees based upon the reasonable value of the services rendered.\(^3\)

5. **Participation in Board Discussions and Votes.** Every Trustee has the right to
participate in the discussion and vote on all issues before the Board or any Committee
thereof, except that any Trustee shall be excused from the discussion and vote on any
matter involving such Trustee relating to: (a) a “self-dealing transaction” (see below); (b)
a potential Conflict of Interest (as defined in the Board’s Conflict of Interest Policy (the
“Conflict of Interest Policy”) and also incorporated in the By-laws; (c) indemnification of
that Trustee uniquely; or (d) any other matter at the discretion of a majority of the
Trustees.

6. **Confidential Information.** No Trustee, officer or employee shall disclose confidential
information acquired by him or her in the course of his or her official duties or use such
information to further his or her own personal interest. In addition, he or she shall not
disclose information regarding any matters discussed in an executive session of the
Board, whether such information is deemed confidential or not.\(^4\)

7. **Self-Dealing Transactions.** A "Self-dealing transaction" shall mean a transaction to
which the School is a party and in which one or more of the individual Trustees, officers
or employees has a financial interest. Neither members of the Board nor the employees of
the School shall engage in any Self-Dealing Transaction, except as approved by the
Board and in compliance with the Conflict of Interest Policy. Notwithstanding this
definition, the following transaction is not a self-dealing transaction, and is subject to the
Board's general standard of care: a transaction that is part of a public or charitable
program of the School, if the transaction (a) is approved or authorized by the Board in
good faith and determined by the Board to be in the best interest of the School and
without favoritism, and (b) results in a benefit to one or more Trustees or their families
solely because they are in a class of persons intended to be benefited by the program.

8. **Loans.** The Board shall not make any sort of monetary loan to a Trustee, and no Trustee
shall ask the Board for any such loan or borrow against the School’s monies.

9. **Disclosure of Interest in Matters before the Board.** Any Trustee, officer or employee,
whether paid or unpaid, who participates in the discussion or gives official opinion to the
Board on any matter before the Board shall publicly disclose on the official record the
nature and extent of any direct or indirect financial or other interest he or she has, will
have or later acquires, or that his or her spouse has, will have or later acquires, in such
matter.\(^5\) Such disclosure shall include all relevant and material facts known to such
person about the contract or transaction that might reasonably be construed to be adverse
to the Board’s interest. Such written disclosure shall be made part of and set forth in the
official record of the proceedings of the Board. A Trustee, officer or employee shall be

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\(^3\) General Municipal Law § 805-a(1)(d)
\(^4\) General Municipal Law § 805-a(1)(b).
\(^5\) General Municipal Law § 803.
deemed to have an "interest" in a contract or other transaction if he or she, or such person’s spouse, minor children and dependents, is the party (or one of the parties) contracting or dealing with the School (except a contract of employment with the School), or is a director, trustee, officer or employee of or has a significant financial or influential interest in the entity contracting or dealing with the School.

10. **Not-for-Profit Disclosure.** Trustees, officers or employees representing any not-for-profit entity proposing to do business with the School shall disclose to the Board the nature and extent of such business propositions.

11. **Business Relationship with the School.** No Trustee, officer or employee of a for-profit entity having a business relationship with the School shall serve as a voting member of the Board for the duration of such business relationship, unless the business relationship qualifies as one of the Exceptions to Conflicts of Interest set forth in the Conflict of Interest Policy and the approval of such relationship otherwise complies with the terms and procedures of the Conflict of Interest Policy and in any such case, shall not be permitted to be an officer of the Board.

12. **Investments in Conflict with Official Duties.** A Trustee, officer or employee shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.6

13. **Private Employment.** A Trustee, officer or employee shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.7

14. **Future Employment.** A Trustee, officer or employee shall not, after the termination of service or employment with the Board, appear before the Board or any panel or committee of the Board in relation to any case, proceeding, or application in which he or she personally participated during the period of his or her service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former Trustee, officer or employee of any claim, account, demand or suit against the School or district on his or her behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.8

15. **Educational Management Organization.** In no instance shall a Trustee, officer or employee of a for-profit educational management organization having a business relationship with the School serve as a voting member of the Board for the duration of such business relationship.

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6 General Municipal Law § 806(1)(a).
7 Id.
8 Id.
16. **Organizational Limit on Board Seats.** Trustees, officers, or employees of any organization shall hold no more than 40 percent of the total seats comprising the Board.

17. **Undue Influence.** Trustees, officers or employees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, the Trustee, officer or employee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters and the Trustee’s interest in the matter will be reflected in the Board minutes.

18. **Financial Disclosure.** Trustees, officers and employees shall make all appropriate financial disclosures whenever a grievance or conflict of interest is lodged against them.

19. **Gifts.** No Trustee, officer or employee shall, directly or indirectly, solicit any gifts, nor shall any Trustee, officer or employee accept or receive any single gift having a value of $75 or more, or gifts from the same source having a cumulative value of $75 or more over a twelve-month period, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, if it could reasonably be inferred that the gift was intended to influence him or her in the performance of his or her official duties or was intended as a reward for any official action on his or her part. Trustees, officers and employees shall report to the Board their acceptance of any gift or privilege worth $75 or more from any person or organization that is doing business or may potentially do business with or provide services to the charter school. Such reporting must occur at the next board meeting following receipt of the gift.9

20. **Political Contributions.** The Trustees, officers, or employees of the School may never ask a subordinate, a student or a parent or guardian of a student to work on or give to any political campaign.

**Related Party Transactions.** The School has not had, nor does it anticipate having, any Related Party Transactions that have occurred or may occur as a result of a less than arm’s length relationship with a Related Party. The School has established requirements and procedures in its Conflict of Interest Policy to ensure that all transactions are at arm’s length and that, in the event that a less-than-arm’s length agreement might occur, proper and timely disclosures are made and any interested party must recuse him or herself from the decision-making process.

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9 General Municipal Law §805-a(1)(a).
ACADEMY OF THE CITY CHARTER SCHOOL

CONFLICT OF INTEREST POLICY

1. Purpose. The purpose of this conflict of interest policy (the “Policy”) is to protect the interests of Academy of the City Charter School (the “School”) when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, employee or Trustee of the School or that might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable federal, state or local laws (the “Laws”) governing conflicts of interest applicable to charter schools and charitable organizations, to the extent such Laws apply to charter schools. In particular, this revised Policy is intended to comply with, among other sections of New York State Law and the School’s authorizer’s regulations/contractual requirements, the Non-Profit Revitalization Act of 2013\(^1\), and New York General Municipal Law sections 800 through 806 (“GML”), interpreted in accordance with those provisions of the GML and anything contrary to those provisions herein shall be considered null and void (but only to the extent of any such contradictions) and comply. This Policy along with the School’s code of ethics (the “Code of Ethics”) are incorporated by reference in the School’s duly adopted by-laws (the “By-laws”). Terms not defined herein shall have the meaning ascribed to them in the By-laws.

2. Definitions.

(a) Interested Person. Any Trustee, officer, employee or member of a committee with powers delegated by the School’s Board of Trustees (the “Board”), who has a direct or indirect Interest, as defined below, is an “Interested Person.”

(b) Interest. A person has an “Interest” if the person has, directly or indirectly, through business, investment, or Family (as defined in the Code of Ethics):

(i) an ownership or investment interest, directly or indirectly, in any entity with which the School has a transaction or arrangement,

(ii) a compensation arrangement with the School or with any entity or individual with which the School has a transaction or arrangement, or

\(^1\) The Non-Profit Revitalization Act of 2013 (the “NPRA”) amended, among other sections of the Law, Section 715 of the not-for-profit corporation law (“NCL”) by adding Sections 715-a and 715-b which imposed certain requirements related to the adoption of a conflict of interest policy. Section 715-a(D) of the NCL, however, states in relevant part that “a corporation that has adopted and possesses a conflict of interest policy pursuant to federal, state or local laws that is substantially consistent with the provisions of paragraph (B) of this Section [715-a] shall be deemed in compliance with the provisions of this Section [715-a].” While this revised policy includes amendments to the School’s current policy, the applicability of the GML already contains requirements for a charter school to adopt with respect to conflicts of interest and it is therefore the School’s position that the School is in compliance with requirements under the NPRA within Section 715-a in general and 715-a(D) as well.

{00020378;4}
(iii) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the School is negotiating a transaction or arrangement.

(c) Compensation. “Compensation” is defined to include direct and indirect remuneration as well as gifts or favors that are not insubstantial. Except as specified in Section 3(f) (“Express Prohibitions”), a person who has an Interest shall have a Conflict of Interest only if the Board or the appropriate committee determines that a Conflict of Interest exists.

3. Procedures.

(a) Duty to Disclose. In connection with any actual or potential conflict of interest, an Interested Person shall disclose the existence of the Interest in writing to the Board as soon as he or she has knowledge of it and the Board shall give such Interested Person the opportunity to disclose all material facts related thereto to the Board or designated committee considering the proposed transaction or arrangement. Such written disclosure shall be made part of and set forth in the Board minutes.

(b) Determining Whether a Conflict of Interest Exists. After disclosure of the Interest and all material facts related thereto, the Interested Person shall leave the meeting of the Board or designated committee while a determination is made as to whether a conflict of interest (“Conflict of Interest”) exists. No Trustee shall vote on any matter in which he or she has a Conflict of Interest nor shall a trustee attempt to influence improperly the deliberation or voting on the matter in which the Trustee has a conflict. For the avoidance of doubt, a Conflict of Interest exists with respect to any Interest when an Interested Person has the power or the duty to:

(i) negotiate, prepare, authorize or approve the transaction or arrangement, or authorize or approve payment under the transaction or arrangement;

(ii) audit bills or claims related to the transaction or arrangement; or

(iii) appoint an officer or employee who has any of the powers or duties discussed in clauses (i) or (ii) of this Section 3(b);

A Conflict of Interest also exists if the Treasurer of the School has an interest in a bank or trust company designated as a depository, paying agent, registration agent or for investment of funds of the School in which he or she is an officer or employee. Notwithstanding anything to the contrary in this Policy, the Board shall not enter into, or knowingly remain a party to, any transaction or arrangement that constitutes a Conflict of Interest.

(c) Circumstances in Which Comparability Data is Necessary. An Interested Person may make a presentation at the Board or committee meeting, but after the
presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible Conflict of Interest.

(i) If the transaction involves compensation for services of a member of the Board, a senior executive, or other individual deemed to be a disqualified person under the federal tax laws and regulations, or if the transaction involves the transfer of property or other benefit to a Trustee, senior executive or other individual deemed to be a disqualified person under the federal tax laws and regulations, the disinterested members of the Board or committee must determine that the value of the economic benefit provided by the School to the interested person or persons does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data (“Comparability Data”).

(ii) When considering the comparability of compensation for example, the relevant data which the Board or committee may consider includes, but is not limited to, the following: (1) compensation levels paid by similarly situated schools; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written offers from similar institutions competing for the same person’s services. When the transaction involves the transfer of real property as compensation, the relevant factors include, but are not limited to, (1) current independent appraisals of the property and (2) offers received in a competitive bidding process.

(iii) Based on the Comparability Data, the Board or committee shall determine by a majority vote of the disinterested directors or committee members whether the transaction or arrangement is fair and reasonable to the School. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(iv) If such transaction or arrangement is approved by the Board or committee, the Comparability Data and the approval shall be made part of and set forth in the Board minutes in accordance with Section 4 below.

(d) Violations of the Conflict of Interest Policy. If the Board or a committee thereof has reasonable cause to believe an Interested Person has failed to disclose actual or possible Conflicts of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose. If, after hearing the Interested Person’s response and after making further investigation as warranted by the circumstances, the Board or a committee thereof determines the Interested Person has failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

(e) Exceptions to Conflicts of Interest. Notwithstanding anything to the contrary in this Policy, transactions or arrangements described in this Section 3(e) shall not be Conflicts of Interest, but shall be subject to the disclosure and determination obligations set forth in Section 3 above:
(i) the designation of a bank or trust company as a depository, paying agent, registration agent or for investment of funds of the School except when the Treasurer, or his or her deputy or employee, has an interest in such bank or trust company;

(ii) a contract with a person, firm, corporation or association in which an Interested Person has an Interest that is prohibited solely by reason of employment as an officer or employee thereof, if the remuneration of such employment will not be directly affected as a result of such contract and the duties of such employment do not directly involve the procurement, preparation or performance of any part of such contract;

(iii) the designation of a newspaper, including but not limited to an official newspaper, for the publication of any notice, resolution, ordinance or other proceeding where such publication is required or authorized by law;

(iv) the purchase by the School of real property or an interest therein, provided the purchase and the consideration therefore is approved by order of the supreme court upon petition of the Board;

(v) the acquisition of real property or an interest therein, through condemnation proceedings according to law;

(vi) the sale of lands and notes pursuant to Section 60.10 of the New York Local Finance Law;

(vii) a contract in which Interested Person has an Interest if such contract was entered into prior to the time he or she was elected or appointed to the position by virtue of which he or she is an Interested Person, but this does not authorize a renewal of any such contract;

(viii) employment of a licensed physician as school physician for the School upon authorization by a two-thirds vote of the Board;

(ix) a contract for the furnishing of public utility services when the rates or charges therefore are fixed or regulated by the public service commission;

(x) a contract for the payment of a portion of the compensation of a private employee of an officer when such employee performs part-time service in the official duties of the office;

(xi) a contract in which an Interested Person has an Interest if the total consideration payable thereunder, when added to the aggregate amount of all consideration payable under contracts in which such Interested Person has an Interest during the fiscal year, does not exceed the sum of seven hundred and fifty dollars ($750);
(xii) a contract with a member of a private industry council established in accordance with the federal job training partnership act or any firm, corporation or association in which such member holds an interest, provided the member discloses such interest to the council and the member does not vote on the contract.

(f) **Express Prohibitions.** Notwithstanding anything to the contrary in this Policy, there shall be a Conflict of Interest if any of the following conditions are present:

(i) if an Interested Person directly or indirectly solicits, accepts or receives any gift having a value of seventy-five dollars ($75) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to or could reasonably be expected to influence him or her in the performance of his or her official duties, or was intended as a reward for any official action on his or her part;

(ii) if an Interested Person discloses confidential information acquired in the course of his or her official duties or uses such information to further his or her personal interests;

(iii) if an Interested Person receives or enters into any agreement, express or implied, for Compensation for services to be rendered in relation to any matter before the School where he or she is an officer, member or employee or of the School over which he or she has jurisdiction or to which he or she has the power to appoint any member, officer or employee unless such agreement is negotiated at arms-length with a not-for-profit entity and the Interested Person has no part in voting on or attempting to influence the Board’s acceptance of any of the terms of any such agreement;

(iv) if an Interested Person receives or enters into any agreement, express or implied, for Compensation for services to be rendered in relation to any matter before the School whereby the compensation is to be dependent or contingent upon any action by the School. This does not prohibit the fixing of fees based upon the reasonable value of services rendered;

(v) Trustees, officers or Employees of a for-profit educational management organization\(^2\) seek to have a business relationship with the School and serve as a voting member of the Board for the duration of such business relationship;

(vi) Trustees, officers, or employees of any single external organization seek to hold more than 40% of the total seats comprising the Board;

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\(^2\) Unless the School has an existing relationship with for-profit management company, it is prohibited by the New York Charter School Act (as amended in 2007) from adding a for-profit management company.
(vii) Trustees, Officers and Key Employees ask a subordinate, a student or a parent of a student to work on or give to any political campaign; or

(viii) An Officer of the Board would be classified as an Interested Person due to its relationship with an organization that has a business relationship with the School.

4. Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have an Interest in connection with an actual or possible Conflict of Interest, the nature of the Interest, any action taken to determine whether a Conflict of Interest was present, and the Board’s or committee’s decision as to whether a Conflict of Interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the actual or possible Conflict of Interest, the content of the discussion including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. Compensation.

(a) A voting member of the Board who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School for services is precluded from voting on matters pertaining to that member’s compensation.

(c) No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the School, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

6. Initial and Annual Statements. Prior to the initial election of a Trustee or appointment of to a committee and each year thereafter, each Trustee, officer, and member of a committee with Board-delegated powers shall annually sign a statement that affirms such person: (a) has received a copy of this Policy and the Code of Ethics, (b) has read and understands this Policy and the School’s Code of Ethics, (c) has agreed to comply with this Policy and the School’s Code of Ethics, and (d) understands the School is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes. Failure to receive a copy of this Policy and the Code of Ethics or failure to annually sign a statement that affirms such receipt, shall have no effect on
the duty of compliance with this Policy or the Code of Ethics or with compliance with Article 18, Sections 800-806 of the New York GML and the Non-Profit Revitalization Act of 2013.

7. **Periodic Reviews.** To ensure that the School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects: (a) whether compensation arrangements and benefits are reasonable based on competent survey information, and are the result of arm’s length bargaining; (b) whether partnerships, joint ventures, and arrangements with management organizations conform to the School’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. **Use of Outside Experts.** When conducting the periodic reviews as provided for in Section 7, the School may, but need not, use outside advisors. Any use of outside experts shall not relieve the Board of its responsibility to ensure that periodic reviews are conducted.

9. **Penalties.**

   (a) Any contract willfully entered into by or with the School in which there is a prohibited Interest shall be null and void and unenforceable;

   (b) The law further authorizes, in addition to any other penalty imposed, that any person who knowingly and intentionally violates the above may be fined, suspended, or removed from office or employment in the manner provided by law.
Not applicable. Academy of the City does not contract with a management company.
### ACADEMY OF THE CITY CHARTER SCHOOL

#### PROJECTED BUDGET / OPERATING PLAN FOR NEXT CHARTER PERIOD

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>6,278,158</td>
<td>6,555,347</td>
<td>6,649,660</td>
<td>6,696,870</td>
<td>6,700,198</td>
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<tr>
<td><strong>Total Expenses</strong></td>
<td>5,933,216</td>
<td>6,117,849</td>
<td>6,373,591</td>
<td>6,504,196</td>
<td>6,638,313</td>
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<tr>
<td><strong>Net Income (Before Cash Flow Adjustments)</strong></td>
<td>345,942</td>
<td>437,702</td>
<td>276,069</td>
<td>192,674</td>
<td>61,884</td>
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<tr>
<td><strong>Actual Student Enrollment</strong></td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
<td>420</td>
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<tr>
<td><strong>Total Paid Student Enrollment</strong></td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
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#### REVENUE

<table>
<thead>
<tr>
<th>REVENUE FROM STATE SOURCES</th>
<th>Per Pupil Revenue</th>
<th>Per Pupil Percentage Increase</th>
<th>CY Per Pupil Rate</th>
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</thead>
<tbody>
<tr>
<td>School District 1 (Enter Name)</td>
<td>14,027</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>School District 2 (Enter Name)</td>
<td>-</td>
<td>-</td>
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<td>School District 3 (Enter Name)</td>
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<td>-</td>
</tr>
<tr>
<td>School District 4 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 5 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 6 (Enter Name)</td>
<td>-</td>
<td>-</td>
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</tr>
<tr>
<td>School District 7 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 8 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 9 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 10 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 11 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 12 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 13 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 14 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District 15 (Enter Name)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>School District - ALL OTHER</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Per Pupil Revenue (Average Districts Per Pupil Funding)</strong></td>
<td>14,027</td>
<td>0.0%</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

#### REVENUE FROM FEDERAL FUNDING

<table>
<thead>
<tr>
<th>REVENUE FROM STATE SOURCES</th>
<th>Per Pupil Revenue</th>
<th>Per Pupil Percentage Increase</th>
<th>CY Per Pupil Rate</th>
</tr>
</thead>
</table>

#### LOCAL and OTHER REVENUE

<table>
<thead>
<tr>
<th>REVENUE FROM LOCAL and OTHER SOURCES</th>
<th>Per Pupil Revenue</th>
<th>Per Pupil Percentage Increase</th>
<th>CY Per Pupil Rate</th>
</tr>
</thead>
</table>

#### TOTAL REVENUE

| TOTAL REVENUE | 6,278,158 | 6,555,347 | 6,649,660 | 6,696,870 | 6,700,198 |

---

A 75% increase is budgeted for the year 19-20. No additional increase is budgeted for year 20-21.

Based on current year, .75 increase in year 4.
### ACADEMY OF THE CITY CHARTER SCHOOL

#### PROJECTED BUDGET / OPERATING PLAN FOR NEXT CHARTER PERIOD

<table>
<thead>
<tr>
<th>Description</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>6,278,158</td>
<td>6,555,347</td>
<td>6,649,660</td>
<td>6,696,870</td>
<td>6,700,198</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>5,932,216</td>
<td>6,117,645</td>
<td>6,373,591</td>
<td>6,504,196</td>
<td>6,638,313</td>
</tr>
<tr>
<td>Net Income (Before Cash Flow Adjustments)</td>
<td>345,942</td>
<td>437,702</td>
<td>276,069</td>
<td>192,674</td>
<td>61,864</td>
</tr>
<tr>
<td>Actual Student Enrollment</td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
<td>420</td>
</tr>
<tr>
<td>Total Paid Student Enrollment</td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
<td>420</td>
</tr>
</tbody>
</table>

#### EXPENSES

<table>
<thead>
<tr>
<th>Administrative Staff Personnel Costs</th>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Management</td>
<td>3.00</td>
</tr>
<tr>
<td>Instructional Management</td>
<td>3.00</td>
</tr>
<tr>
<td>Deans, Directors &amp; Coordinators</td>
<td>3.00</td>
</tr>
<tr>
<td>CFO / Director of Finance</td>
<td>-</td>
</tr>
<tr>
<td>Operation / Business Manager</td>
<td>1.00</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>3.00</td>
</tr>
</tbody>
</table>

#### TOTAL ADMINISTRATIVE STAFF

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>580.75</td>
</tr>
</tbody>
</table>

#### INSTRUCTIONAL PERSONNEL COSTS

<table>
<thead>
<tr>
<th>Teachers - Regular</th>
<th>15.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teachers - SPED</td>
<td>3.00</td>
</tr>
<tr>
<td>Substitute Teachers</td>
<td>3.00</td>
</tr>
<tr>
<td>Teaching Assistants</td>
<td>5.00</td>
</tr>
<tr>
<td>Specialty Teachers</td>
<td>9.50</td>
</tr>
<tr>
<td>Salaries</td>
<td>3.00</td>
</tr>
<tr>
<td>Therapists &amp; Counselors</td>
<td>1.00</td>
</tr>
<tr>
<td>Other</td>
<td>-</td>
</tr>
</tbody>
</table>

#### TOTAL INSTRUCTIONAL

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>3,391.28</td>
</tr>
</tbody>
</table>

#### PAYROLL TAXES AND BENEFITS

<table>
<thead>
<tr>
<th>Fringe / Employee Benefits</th>
<th>311,946</th>
<th>323,634</th>
<th>335,989</th>
<th>343,574</th>
<th>352,983</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fringe / Employee Benefits</td>
<td>315,390</td>
<td>324,811</td>
<td>340,867</td>
<td>351,093</td>
<td>361,628</td>
</tr>
<tr>
<td>Retirement / Pension</td>
<td>51,845</td>
<td>53,950</td>
<td>55,985</td>
<td>58,384</td>
<td>59,398</td>
</tr>
</tbody>
</table>

#### TOTAL PAYROLL TAXES AND BENEFITS

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>678,724</td>
</tr>
</tbody>
</table>

#### TOTAL PERSONNEL SERVICE COSTS

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>4,126,430</td>
</tr>
</tbody>
</table>

#### CONTRACTED SERVICES

| Accounting / Audit                | 110,000 |
| Legal                              | 5,000  |
| Management Company Fees            | 5,000  |
| Nurse Service                      | -      |
| Food Service / School Lunch        | -      |
| Payroll Services                   | 4,000  |
| Special Ed Services                | -      |
| Tillerment Services (i.e. Title C) | -      |
| Other Purchased / Professional / Consulting | 150,000 |

#### TOTAL CONTRACTED SERVICES

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>269,000</td>
</tr>
</tbody>
</table>

#### SCHOOL OPERATIONS

| Board Expenses                      | 5,000  |
| Classroom / Teaching Supplies & Materials | 45,000 |
| Special Ed Supplies & Materials       | 6,900  |
| Textbooks / Workbooks                 | 39,800 |
| Supplies & Materials other            | 35,000 |
| Equipment / Furniture                 | 29,700 |
| Telephone                             | 29,700 |
| Technology                            | 23,500 |
| Student Testing & Assessment         | 9,900  |
| Field Trips                           | 9,900  |
| Transportation (student)             | 11,880 |
| Student Services - other             | 11,880 |
| Office Expense                       | 39,800 |
| Staff Development                     | 50,000 |
| Staff Recruitment                     | 1,800  |
| Student Recruitment / Marketing       | 11,880 |
| School Meals / Lunch                  | 19,600 |
| Travel (Staff)                        | 13,000 |
| Parking                              | 5,000  |
| Other                                | 15,000 |

#### TOTAL SCHOOL OPERATIONS

<table>
<thead>
<tr>
<th>No. of Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>403,690</td>
</tr>
</tbody>
</table>
### ACADEMY OF THE CITY CHARTER SCHOOL

**PROJECTED BUDGET / OPERATING PLAN FOR NEXT CHARTER PERIOD**

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Revenue</strong></td>
<td>6,278,158</td>
<td>6,555,347</td>
<td>6,498,660</td>
<td>6,696,070</td>
<td>6,700,198</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>5,932,216</td>
<td>6,117,845</td>
<td>6,371,591</td>
<td>6,504,196</td>
<td>6,038,312</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>345,942</td>
<td>437,702</td>
<td>276,069</td>
<td>192,674</td>
<td>61,884</td>
</tr>
<tr>
<td><strong>Actual Student Enrollment</strong></td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
<td>420</td>
</tr>
<tr>
<td><strong>Total Paid Student Enrollment</strong></td>
<td>396</td>
<td>414</td>
<td>420</td>
<td>420</td>
<td>420</td>
</tr>
</tbody>
</table>

**FACILITY OPERATION & MAINTENANCE**

- **Insurance**: Increase of 3% each year
- **Janitorial**: Increase of 3% each year
- **Building and Land Rent / Lease**: Based on current lease
- **Repairs & Maintenance**: Based on current needs
- **Equipment / Furniture**: Based on current needs
- **Security**: Increase of 3% each year

**TOTAL FACILITY OPERATION & MAINTENANCE**: Increase of 3% each year

**DEPRECIATION & AMORTIZATION**

**DISSOLUTION ESCROW & RESERVES / CONTINGENCY**

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Operating Activities</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>INVESTING ACTIVITIES</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>FINANCING ACTIVITIES</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Net Income</strong></td>
<td>345,942</td>
<td>437,702</td>
<td>276,069</td>
<td>192,674</td>
<td>61,884</td>
</tr>
</tbody>
</table>

**NET INCOME**

**CASH FLOW ADJUSTMENTS**

**OPERATING ACTIVITIES**

- **Example - Add Back Depreciation**: -
- **Other**: -

**INVESTING ACTIVITIES**

- **Example - Subtract Property and Equipment Expenditures**: -
- **Other**: -

**FINANCING ACTIVITIES**

- **Example - Add Expected Proceeds from a Loan or Line of Credit**: -
- **Other**: -

**Total Cash Flow Adjustments**

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Net Income</strong></td>
<td>345,942</td>
<td>437,702</td>
<td>276,069</td>
<td>192,674</td>
<td>61,884</td>
</tr>
<tr>
<td><strong>Beginning Cash Balance</strong></td>
<td>252,063</td>
<td>589,005</td>
<td>1,035,707</td>
<td>1,131,776</td>
<td>1,504,450</td>
</tr>
<tr>
<td><strong>Ending Cash Balance</strong></td>
<td>598,005</td>
<td>1,035,707</td>
<td>1,131,776</td>
<td>1,504,450</td>
<td>1,566,334</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ASSUMPTIONS**

- **DISSOLUTION ESCROW & RESERVES / CONTINGENCY**
- **DEPRECIATION & AMORTIZATION**

**ENROLLMENT** - "School Districts Are Linked To Above Entries"

- **School District 1 (Enter Name)**: -
- **School District 2 (Enter Name)**: -
- **School District 3 (Enter Name)**: -
- **School District 4 (Enter Name)**: -
- **School District 5 (Enter Name)**: -
- **School District 6 (Enter Name)**: -
- **School District 7 (Enter Name)**: -
- **School District 8 (Enter Name)**: -
- **School District 9 (Enter Name)**: -
- **School District 10 (Enter Name)**: -
- **School District 11 (Enter Name)**: -
- **School District 12 (Enter Name)**: -
- **School District 13 (Enter Name)**: -
- **School District 14 (Enter Name)**: -
- **School District 15 (Enter Name)**: -
- **School District - All Other**: 396

**Total Enrollment**: 396

**Revenues Per Pupil**

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue Per Pupil</strong></td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
</tr>
</tbody>
</table>

**Expenses Per Pupil**

<table>
<thead>
<tr>
<th>Year</th>
<th>2016-17</th>
<th>2017-18</th>
<th>2018-19</th>
<th>2019-20</th>
<th>2020-21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenses Per Pupil</strong></td>
<td>14,990</td>
<td>14,990</td>
<td>14,990</td>
<td>14,990</td>
<td>14,990</td>
</tr>
<tr>
<td>Position</td>
<td>Budget/GL Code</td>
<td>Year 6</td>
<td>Year 7</td>
<td>Year 8</td>
<td>Year 9</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>----------------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>Administrative Personnel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Personnel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>Instructional Management</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Asst Principal</td>
<td>Deans, Directors &amp; Coordinators / Instructional Management in yr 3-5</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Director of Operations</td>
<td>Operation/Business Manager</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Dean of School Culture &amp; Data Coach</td>
<td>Deans, Directors &amp; Coordinators / Instructional Management in yr 4-5</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>Administrative Staff</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td><strong>Instructional Personnel</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Education Teacher</td>
<td>General Education Teacher</td>
<td>15</td>
<td>15</td>
<td>15</td>
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<tr>
<td>Special Education Teacher</td>
<td>Special Education Teacher</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>SPED Coordinator</td>
<td>Special Education Teacher</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Teaching Assistants</td>
<td>Teaching Assistants</td>
<td>5</td>
<td>5</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Learning Specialist</td>
<td>Specialty Teachers</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>ESL Teacher</td>
<td>Specialty Teachers</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Art Teacher</td>
<td>Specialty Teachers</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Music Teacher</td>
<td>Specialty Teachers</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Gym Teacher</td>
<td>Specialty Teachers</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Spanish Teacher</td>
<td>Specialty Teachers</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
</tr>
<tr>
<td>Science</td>
<td>Specialty Teachers</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Aides</td>
<td>Aides</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>3</td>
</tr>
<tr>
<td>Art interns</td>
<td>Art interns</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Guidance Counselor</td>
<td>Therapists and Counselors</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Substitute Teachers</td>
<td>Substitute Teachers</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Non-Instructional</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nurse</td>
<td>Non-Instructional Personnel</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Custodian</td>
<td>Non-Instructional Personnel</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Security Guard</td>
<td>Non-Instructional Personnel</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Ed. Tech.</td>
<td>Non-Instructional Personnel</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Parent Coordinator</td>
<td>Non-Instructional Personnel</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td><strong>Total per personnel list</strong></td>
<td></td>
<td>52.5</td>
<td>52.5</td>
<td>53.5</td>
<td>53.5</td>
</tr>
</tbody>
</table>

**Tax & Benefits**

<p>| | | | | | | | | | | |
|                |        |        |        |        |        |        |        |        |        |        |
|----------------|--------|--------|--------|--------|--------|--------|        |        |        |        |
| Total          |        |        |        |        |        |        |        |        |        |        |</p>
<table>
<thead>
<tr>
<th>Position</th>
<th>Budget/GL Code</th>
<th>Year 10</th>
<th>Year 6</th>
<th>Year 7</th>
<th>Year 8</th>
<th>Year 9</th>
<th>Year 10</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Personnel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td></td>
<td>2.5%</td>
<td></td>
<td></td>
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<td>Asst Principal</td>
<td>Deans, Directors &amp; Coordinators / Instructional Management in yr 3-5</td>
<td>116,441</td>
<td>207,936.40</td>
<td>216,253.86</td>
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<td>Director of Operations</td>
<td>Operation/Business Manager</td>
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<td>100,785.50</td>
<td>104,816.92</td>
<td>107,437.34</td>
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<td>Dean of School Culture &amp; Data Coach</td>
<td>Deans, Directors &amp; Coordinators / Instructional Management in yr 4-5</td>
<td>83,172</td>
<td>222,789.00</td>
<td>231,700.56</td>
<td>237,493.07</td>
<td>243,430.40</td>
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<tr>
<td>General Education Teacher</td>
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<td>148,237.39</td>
<td>154,166.88</td>
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<td>SPED Coordinator</td>
<td>Special Education Teacher</td>
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<td>83,467.73</td>
<td>86,806.44</td>
<td>88,976.60</td>
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<td>Teaching Assistants</td>
<td>44,644</td>
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<td>209,262.64</td>
<td>217,633.19</td>
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<td>156,988.06</td>
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<td>78,494</td>
<td>70,086.07</td>
<td>72,889.51</td>
<td>74,711.75</td>
<td>76,579.54</td>
<td>78,494.03</td>
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<tr>
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<td>70,086.07</td>
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<td>Gym Teacher</td>
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<td>78,494.03</td>
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<tr>
<td>Spanish Teacher</td>
<td>Specialty Teachers</td>
<td>78,494</td>
<td>35,043.03</td>
<td>36,444.76</td>
<td>37,355.87</td>
<td>38,289.77</td>
<td>39,247.02</td>
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<tr>
<td>Science</td>
<td>Specialty Teachers</td>
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<td>35,043.03</td>
<td>36,444.76</td>
<td>37,355.87</td>
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<td>39,247.02</td>
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<td>95,481.00</td>
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<td>Therapists and Counselors</td>
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<tr>
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<td><strong>Non-Instructional</strong></td>
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<td>Nurse</td>
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<td>Custodian</td>
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<td>72,889.51</td>
<td>74,711.75</td>
<td>76,579.54</td>
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<tr>
<td>Parent Coordinator</td>
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<tr>
<td><strong>Total per personnel list</strong></td>
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<td>$ 3,460,706</td>
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<td><strong>Tax &amp; Benefits</strong></td>
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<td>$ 678,724</td>
<td>$ 702,384</td>
<td>$ 732,131</td>
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<td><strong>Total</strong></td>
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<td>$ 4,139,430</td>
<td>$ 4,298,318</td>
<td>$ 4,458,457</td>
<td>$ 4,569,413</td>
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