

# Hebrew Language Academy Charter School 2 Charter Application

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## I. MISSION, KEY DESIGN ELEMENTS, ENROLLMENT, AND COMMUNITY

A. **Mission Statement and Objectives:** *Mission:* Hebrew Language Academy Charter School 2 (HLA 2) will provide its students with the academic and personal foundation necessary to successfully pursue advanced studies and achieve continued personal growth as ethical and informed global citizens. In order to accomplish this, Hebrew Language Academy Charter School 2 will offer an academically rigorous K-5 curriculum, which includes intensive instruction in the Hebrew language. Students in a diverse student body will also develop a strong sense of social and civic responsibility through the integration of service learning and community service across the curriculum.

*Objectives:* The fundamental objective of HLA 2 is to prepare its students academically and personally to achieve their full potential in life. HLA 2 has set the following goals to put its students on this path to succeed in this objective:

- Students will be proficient readers, writers and speakers of the English language. Mastery of language is fundamental to overall educational success. Continual acquisition of knowledge rests on an individual's ability to use his or her language skills for information gathering, understanding, critical analysis and evaluation in addition to effective communication with others.
- Students will demonstrate competency in mathematical computation and problem solving. Our students will need confidence and proficiency in mathematical skills. These competencies—aptitude in problem-solving; facility with numbers; clear communication; reasoning, argument and proof; mental discipline; and strategic and analytical thinking—also deepen one's abilities in areas beyond the math discipline.
- Students will be knowledgeable about U.S., N.Y. and World History and Geography and fundamental concepts of democracy. Without comprehensive civic knowledge, our children will not be prepared to figure out where they stand, what they believe in, must defend, and still must do to ensure that America achieves for all its citizens the ideals expressed in the preamble of our Constitution. In our contemporary world, our children must possess knowledge and skills necessary to place conflicting ideas in context and to make good judgments in dealing with the tensions inherent in our local, national and global society.
- Students will become proficient in their understanding and use of science, including physical and life sciences, and scientific concepts, including analysis, inquiry and design. We will provide our students with the foundation necessary to become scientifically literate citizens of the 21<sup>st</sup> century. Through first-hand exploration, investigation and inquiry, our students will develop understandings and skills necessary to function productively as problem-solvers in a scientific and technological world.
- Students will become proficient speakers, readers and writers of Modern Hebrew. Beginning language study at an early age fosters the development of bilingual and bi-literate individuals, the love of language and the desire to learn both foreign languages and about the countries and cultures associated with them. By attaining proficiency in the Hebrew language, our students will gain entry to a society at the forefront of global technological and scientific discovery, advancement and innovation.
- Students will embody the principles of good citizenship, responsibility, respect for self and others, and service to others. Through service learning, our students will learn the importance of using their knowledge, skills and talents for the betterment of their communities.

*The Objectives of the Charter Schools Act:* It is our intention to meet all six objectives of the New York State Charter School Law. We will do this through our unique school design elements, innovative instructional and organizational approaches and culture of high expectations and excellence as summarized below and discussed in greater detail in *I.B. Key Design Elements*.

- Improve student learning and achievement: We will use Gradual Release of Responsibility (GRR) as our overarching instructional model in all subjects. GRR (also known familiarly as the “workshop model”) shifts the cognitive load slowly and purposefully from teacher-as-model, to joint responsibility, to

independent practice and application by the learner.<sup>1</sup> Our use of GRR which supports differentiated instruction and the teaching of higher order thinking skills, our staffing plan and our use of data will promote highly individualized and differentiated instruction, supporting learning and achievement of all students.

- Increase learning opportunities for all students, especially those children at-risk of academic failure: Our co-teaching model, instructional model, robust academic intervention program, staffing and supports will foster positive student learning and developmental outcomes. For CSD 21 children who may not have access to the summer academic, recreational and cultural enrichment programs that are the norm for other children, our longer school day and year are critical in their advancement towards becoming true academic competitors among their peers. HLA 2 will have an intensive focus on core academic subjects while also providing meaningful exploration of art, music, physical education and other enrichment. Incorporating an intensive focus on Modern Hebrew language acquisition in the curriculum will also foster positive student learning and developmental outcomes.
- Encourage use of different and innovative teaching methods: In addition to GRR, HLA 2 will utilize the Proficiency Approach (PA), considered the gold standard for teaching a foreign language by the American Council for the Teaching of Foreign Languages (ACTFL), to teach Hebrew. The PA in the teaching of Hebrew and the incorporation of Hebrew language in authentic moments in other subjects is unlike the traditional approaches most public schools take in foreign language instruction.
- Create new professional opportunities for teachers, school administrators and other school personnel: HLA 2 will implement a robust professional development (PD) framework that supports leadership development and career pathways. Teachers will participate in grade-level and content teams, professional learning communities, coaching and mentoring through individualized teacher plans. HLA 2 will establish increasing opportunities for teachers and non-instructional staff to take on leadership roles creating a clear career pathway to leadership positions. By creating a school-based career model that incorporates professional growth opportunities and career pathways, HLA 2 will support the retention of high quality staff while building a pipeline of future leadership from within.
- Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system: HLA 2's longer day and year, high standards, rigorous academic model, distinctive focus on Hebrew language beginning in K, and integration of service learning in the curriculum makes it a unique addition for CSD 21 parents of elementary school children. Our small school environment offering a low student to teacher ratio of about 14:1 in reading, math and Hebrew, which will draw a diverse student body, is unlike other CSD 21 public elementary schools.
- Provide schools with a method to change from rule-based to performance-based accountability systems by holding the schools established under this article accountable for meeting measurable student achievement results: HLA 2 is built on accountability linked to student achievement results, from teacher performance goals to school-wide metrics to the use of data from assessments. We will ensure that data drives all decision-making and that data is used to evaluate all aspects of HLA 2's performance including the efficacy of its academic program, the efficient allocation of financial and human resources, the retention and compensation of staff and the functioning of its Board of Trustees on an individual and collective basis.

**B. Key Design Elements:** HLA 2 will serve K-5 students in CSD 21. A unique part of HLA 2's mission of academic excellence, supported by a rigorous curriculum aligned with the NYS learning standards inclusive of the Common Core State Standards (CCSS), is the study of Modern Hebrew that will foster positive learning and developmental outcomes across the curriculum. Much of HLA 2's model is based on that of

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<sup>1</sup> Duke, N. K., & Pearson, P. D. (2002). Effective practices for developing reading comprehension. In A. E. Farstrup & S. J. Samuels (Eds.), *What research has to say about reading instruction* (pp. 205–242). Newark, DE: International Reading Association

two successful Hebrew language charter schools in NYC: the NYC Chancellor-authorized Hebrew Language Academy Charter School (HLA) in CSD 22 in Brooklyn which was recently approved by the Board of Regents for a four-year renewal term with expansion to the middle school grades and the Regents-authorized Harlem Hebrew Language Academy Charter School (HHLA) in CSD 3 in Harlem which is currently serving K-2.

As set forth in *1.A. Mission Statement and Objectives*, the key design elements of HLA 2's educational program and organizational design materially further all six of the objectives specified in Education Law §2850(2). HLA 2's key design elements are grounded in research and successfully implemented in schools nationwide, including New York charter schools. The following discussion describes in more detail these key design elements which are core to HLA 2's design and overall mission and support our students' attainment of NYS academic achievement standards.

*Time on Task:* We have high standards for and expect high levels of achievement from *all* of our students. There will be increased time on task so that all students, especially those at-risk of academic failure, can meet proficiency standards in all subject areas while still allowing time to engage in studies outside core subjects. We will have a longer school day (8 am-3:30 pm) and a longer school year (190 days). We will have an intensive focus on core academic subjects. Each week, all students will have 10 hours of instruction in ELA, 5 hours in Math, 3 hours in Social Studies, 2 1/2 hours in Science and 5 hours in Hebrew. Students will also meaningfully engage in the study of music, art, chess and physical education.

*Gradual Release of Responsibility:* We will use GRR as our overarching instructional model and Columbia University's Teachers College Readers and Writers Workshop (RWW), a balanced literacy approach, as the model for ELA instruction. They support both Bloom's Taxonomy by challenging students to engage in analyzing, evaluating and creating as well as Wiggins and McTighe's *Understanding by Design* where the underlying premise of instruction is *teaching for understanding*. GRR and RWW shift the cognitive load slowly and purposefully so students gradually assume increasing responsibility for their learning and become competent, independent learners.<sup>2</sup> GRR is aligned with our philosophy that there is a strong interrelation between content knowledge and higher order thinking. When students actively participate in their own learning through discussion and collaboration, they engage more fully in higher order skills. The peer learning aspect of these methodologies is highly effective in working with classrooms of heterogeneous students, including students with disabilities (SWD)<sup>3</sup>, English Language Learners (ELLs)<sup>4</sup> and Title I students as well as accelerated learners. At HLA 2, pedagogical strategies of RWW are incorporated into all core subjects. GRR and RWW provide the opportunity for teachers to differentiate instruction by using comprehensive and ongoing assessment data (both formal and informal) to identify students' needs, tailor instruction and determine flexible small group composition. These strategies will be used in all content areas.

RWW supports all learners, particularly ELLs, in the three dimensions of language acquisition: the production of language (listening, watching, and sharing), the understanding of language (sounds and meanings), and the function of language (first words, experiences gained through repeated daily routines, experiences and interaction with others). Daily read-alouds and shared readings support the production of language (to listen, watch and share). Daily repetition of shared readings supports students in oral and

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<sup>2</sup> Graves, M. F., & Fitzgerald, J. (2003). Scaffolding reading experiences for multilingual classrooms. In G. G. García (Ed.), *English learners: Reaching the highest level of English literacy* (pp. 96–124). Newark, DE: International Reading Association.

<sup>3</sup> Stevens, R. J., & Slavin, R. E. (1995). Effectiveness of a cooperative learning approach in reading and writing on academically handicapped and non-handicapped students. *Elementary School Journal*, 95, 241–262.

<sup>4</sup> Kong, A., & Pearson, P. D. (2003). The road to participation: The construction of a literacy practice in a learning community of linguistically diverse learners. *Research in the Teaching of English*, 38, 85–124.

written language acquisition. This process is scaffolded to guide students to undertake much of the shared reading. *Word Work* lessons, derived directly from the shared readings, address the understanding and function of language by exploring sounds and meanings in the context of real literature. These practices are effective for ELLs as well; they are the same techniques used in a sheltered English immersion program.

The GRR and RWW environment provides consistency in routines, experiences and interactions with peers. *Accountable Talk* and student sharing are part of the instructional structure. Teachers are cognizant of supporting students' needs before they are sent off to work independently to practice a skill or strategy that has been modeled for them. ELLs and other at-risk students will receive additional teacher guidance. Small group instruction will occur daily and will further focus on ELLs' and other special populations' needs.

*Hebrew Language Instruction:* HLA 2 will provide instruction in Modern Hebrew beginning in K, better preparing our students to be global citizens. A unique component that enriches the study of the Hebrew language is the exploration of the culture, society, and geography of contemporary Israel in order to more authentically and effectively teach Hebrew. This alignment of language and social studies prepares students to be fully literate in the second language. American K-12 schools lag in the teaching of foreign languages, putting U.S. students at a competitive disadvantage. Our focus on foreign language learning will be a springboard for our students to have more facility in their pursuit of additional languages in the future, in addition to becoming bilingual and bi-literate. Studying foreign languages also helps foster a greater depth of understanding of the English language with reinforcement of concepts such as grammatical construction, noun-verb agreement, and vocabulary expansion. PA incorporates robust assessment tools for both formative and summative evaluations. Hebrew classes are conducted exclusively in Hebrew so students hear the language as it is naturally spoken; vocabulary and expressions are modeled for students who then begin to practice with their peers. PA is fully consistent with GRR, providing a seamless transition for students from Hebrew instruction to other core subject instruction. Students will receive one-hour of daily Hebrew instruction; in addition, Hebrew is then integrated in Science and Social Studies in authentic moments by the Hebrew teacher or Hebrew instructor who serves as a co-teacher during these subject periods.

An intensive focus on a foreign language curriculum supports positive evidence-based learning and developmental outcomes. Research points to the advantages children gain when they begin the study of a foreign language at an early age. ACTFL offers the following findings:<sup>5</sup>

*Language learning supports academic achievement:* Language learning correlates with higher academic achievement on standardized tests and is beneficial to both monolingual English speakers and ELLs in bilingual and two-way immersion programs. Language learning is beneficial in the development of students' reading abilities. There is evidence that language learners transfer skills from one language to another. According to Genesee, there is no evidence of a negative effect on the acquisition of academic skills for students who are learning two non-native languages simultaneously through dual immersion. In fact, double immersion in two languages is proven to be effective in promoting proficiency in two second languages.<sup>6</sup> There are also correlations between second language learning and increased linguistic awareness, language learning and students' ability to hypothesize in science, children's second language development and the development of print awareness, and between early language study and higher scores on the SATs and ACTs.

*Language learning provides cognitive benefits to students:* There is evidence that early language learning improves cognitive abilities and correlates with increased cognitive development and abilities.

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<sup>5</sup> (<http://www.actfl.org/i4a/pages/index.cfm?pageid=4524>)

<sup>6</sup> Genesee, F. (1998). *Case Studies In Multilingual Education*, Chapter 11 in *Beyond Bilingualism*. Bristol, UK: Multilingual Matters Ltd.

There is also a correlation between bilingualism and attention control on cognitive tasks, intelligence, meta-linguistic skills, memory skills and problem solving ability.

Co-Teaching: A unique instructional element will be HLA 2's co-teaching model allowing students to benefit from the instructional intensity that is derived from having two teachers in the classroom. Co-teaching will manifest itself in two general studies teachers co-teaching in Readers Workshop and Math. In Hebrew class, students will benefit from a Hebrew teacher and a Hebrew instructor in the class supporting targeted leveled instruction in a classroom of students with diverse Hebrew language abilities. In science and social studies, the co-teaching team will consist of the general studies and Hebrew teacher or Hebrew instructor. This co-teaching model particularly within the critical courses of reading and math as well as Hebrew facilitates a greater level of differentiated instruction and small group instruction in a class of heterogeneous learners. It accomplishes this by allowing the co-teachers to work together in a variety of forms<sup>7</sup>: (1) One teach, one assist where one teacher assumes teaching responsibilities, and the other teacher provides individual support as needed; (2) Station teaching, where various learning stations are created, and the co-teachers provide individual support at the different stations; (3) Parallel teaching, where teachers teach the same or differentiated content in different classroom groupings; (4) Alternative teaching, where one teacher may take a smaller group of students to a different location for a limited period of time for specialized instruction; and (5) Interactive team teaching, where both co-teachers are equally involved in leading instructional activities.

Instructional Supports for Students at Risk: While GRR, RWW and our co-teaching model support differentiated instruction allowing for highly individualized instruction addressing the needs of all students, including ELLs, SWD and Title I students, HLA 2 will also have dedicated instructional personnel, strategies and resources that address students at risk so they meet rigorous CCSS-aligned learning standards. HLA 2 will have a strong Response to Intervention (RtI) process to identify struggling students through data and classroom observations and establish collaborative, evidence-based interventions supported by special education staff, ELL and reading specialists, and social workers. For SWD, HLA 2 intends to provide the following services that may be required by a student's IEP: resource room, Special Education Teacher Support Services and potentially Integrated Collaborative Teaching classrooms within a particular grade and will also contract with the district to secure related services providers not on HLA 2 staff. For ELLs, HLA 2 will have at least one ESL teacher who will work with classroom teachers in incorporating specific strategies like sheltered instruction in their classrooms to support ELLs (and former ELLs) in reading and math skills and in acquiring content knowledge. The ESL teacher will also provide direct instructional support to ELLs. Title I students may fall into a number of categories, including ELLs and SWD and will receive services accordingly. HLA 2 will have at least one reading specialist who, in addition to working directly with Title I students, will support classroom teachers in incorporating research-based interventions to support struggling students in their own classroom teaching. By Year 3, we will have a Director of Special Student Services (DSSS) to oversee and manage our instructional intervention program and staff.

HLA 2's schedule is also designed for intervention services to occur in addition to, rather than in lieu of, core instruction. Additional time has been built into HLA 2's schedule to support struggling students in other content areas. Leveled materials will be provided to support content area reading for science and social studies. Scaffolded supports will provide additional help for mathematics and Hebrew. Beginning in the summer after the first year of operation and every summer thereafter, HLA 2 will hold a 4-week summer academic intervention program for struggling students. Once HLA 2 has testing grades, it will also offer a 4-day full day Learning Review Program for AIS students during the winter break.

Hebrew Charter School Center: To support HLA 2 in implementing its charter school model, achieving its charter goals and realizing its mission, HLA 2 will engage Hebrew Charter School Center (HCSC) as our

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<sup>7</sup> <http://www.accessmylibrary.com/article-1G1-165913483/co-teaching-inclusive-classrooms.html>

Charter Management Organization (CMO). With HCSC providing services in both the educational and operational realms, HLA 2's leadership will be better able to direct its focus on continual improvement in student performance. HCSC will provide a range of management services: from direct coaching to the instructional leadership to PD and forums for collaboration for all teachers. At the same time, HCSC will assist HLA 2 in meeting its charter goals as HCSC has the curricular and instructional expertise to ensure a well-functioning academic program and to intervene in cases of challenge.

Professional Development and Career Pathways: Recruiting and retaining high quality leadership and staff and continuing to build their leadership and instructional capacities are critical to ensure successful student outcomes. HCSC will support the instructional leadership in identifying, designing and implementing PD at the school. HLA 2's model of job embedded PD embraces the concept that PD must be integrated throughout the school day. At HLA 2, *embedded* PD means that the Director of General Studies Curriculum and Instruction (DCI), Director of Hebrew Curriculum and Instruction (DHCI) and DSSS, when hired, work on a daily basis coaching the instructional staff and providing training and guidance in the way teachers work with *all* learners, including ELLs, SWD, at-risk students and accelerated learners. HLA 2 has set aside resources and time in the school day, in addition to pre-opening PD and 7 designated full day PD sessions during the school year, for teachers to engage in reflective practice, individual planning and collaboration with their colleagues within and across grade levels. At HLA 2, PD will also include school-based career pathways that incorporate roles of increasing leadership responsibility for staff, particularly teachers. In doing so, HLA 2 will be successful in retaining high quality staff while building a future leadership pipeline from within.

Service Learning: HLA 2 incorporates service learning across the curriculum to reinforce values of citizenship, community and social responsibility in the context of inquiry-based learning that hones students' analytical skills. Students learn about the value of improving the world and being responsible members of society by identifying problems in their surroundings and creating and implementing plans that they have developed to address those needs. Topics could include the environment, elders, animals in danger, community green spaces, literacy, immigrants, community safety, special needs and disabilities, hunger and homelessness. Service Learning topics serve as added content for the literacy block, are explored in the science curriculum, and enhance the exploration of key ideas in Social Studies. The four stages of Service Learning (Preparation, Action, Reflection and Demonstration) develop research skills, experiential learning, skills of reflection and analysis and connect the thinking student to her or his responsible action in the world.

Socio-Economic Diversity: An important part of HLA 2's mission is to educate a diverse student body. Thus, CSD 21 is an ideal district in which to create our charter school. We believe the advantages that a socio-economic diverse community can bring will leverage the strengths of our educational program and organizational design to improve student performance. There is ample research that supports the educational and social advantages gained by all students when they are educated in a socio-economically diverse school community. In a 2005 Harvard University Civil Rights Project, the writers concluded that, schools that attempt to resolve the achievement gap by funding equity or classroom size changes would probably fail if the segregation issues were not addressed.<sup>8</sup> As scholar Richard Kahlenberg further writes, "Research suggests that students learn a great deal from their peers, so it is an advantage to have classmates who are academically engaged and aspire to go to college. It is an advantage to have peers who are more likely to do homework and to graduate...because all of these factors can influence the behavior of classmates. It is an advantage to have high-achieving peers whose knowledge is shared informally with classmates all day long."<sup>9</sup> The involvement of highly educated parents will also have a

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<sup>8</sup> Orfield, Gary et al, "Why Segregation Matters: Poverty and Educational Inequity," Cambridge, MA: Harvard, 1/05.

<sup>9</sup> Kahlenberg, Richard D., "A New Way on School Integration," The Century Foundation Issue Brief, 11/28/06.

positive influence on students in our diverse socio-economic school setting. A 1990 longitudinal study that looked into the factors that “influence gains in achievement among high school students found that the socioeconomic status of students at the school to be ‘strongly associated’ with achievement gains between sophomore and senior years. The researchers found that ‘through their peers, students are influenced by the families of other students in a school.’”<sup>10</sup> HLA 2 will impact the educational achievement levels of underserved children in the community by leveraging its strong academic program with the benefits it will reap from having a socio-economically diverse community.

### C. Enrollment, Recruitment and Retention

Projected Enrollment Table Over the Charter Term						
Grades	Ages	2016-17	2016-17	2017-18	2018-19	2019-20
K	4-6	87	87	87	87	87
1	5-7	75	87	87	87	87
2	6-8		75	87	87	87
3	7-9			72	83	83
4	8-10				69	79
5	9-11					66
Totals		162	249	333	413	489

*Enrollment Rationale and Growth Strategy:* Please note that we have revised our enrollment plan from that presented in our Letter of Intent. After developing detailed budget plans, it became clear we needed to increase enrollment slightly (by 4 students in each grade) in order to support our comprehensive academic plan and remain in a strong financial position. The nominal increase in our student population amounts to approximately one more child in each classroom than we had originally projected. HLA 2 will initially serve students in Grades K and 1 and grow to serve students in Grades K-5 in the first charter term. By beginning instruction in Grades K and 1, HLA 2 seeks to have the greatest impact on its students’ futures by engaging them from the start of their formal schooling. HLA 2 believes it is important to set positive and high expectations for children at the earliest of ages so they can meet and exceed proficiency standards in all core subject areas. In its first year, HLA 2 will accept 87 students in Grade K and 75 students in Grade 1, resulting in 3 classes of 29 students in Grade K and 25 students in Grade 1. In each successive year, HLA 2 will accept a new class of 87 students in Grade K. HLA 2 will seek to replace any students lost through attrition through Grade 2; the enrollment table reflects 5% expected attrition after Grade 2. As a dual language school, in order to meet HLA 2’s unique goal of producing students with high levels of Hebrew proficiency, continuity of instruction becomes critical. Thus, backfilling only through Grade 2 will help to preserve HLA 2’s focus on a continuum of learning for every student.

HLA 2’s learning community will have an expected enrollment of approximately 489 students in Grades K-5 in its first charter term. HLA 2’s small community allows for students to feel more personally connected to and supported by the adults who are charged with their academic, social and emotional growth and well-being. HLA 2’s small size is in contrast to over 70% of the 15 elementary schools in CSD 21 that have larger student populations—in several cases 700 to over 850 in their K-5 communities<sup>11</sup>.

Based on how community stakeholders have embraced the idea of HLA 2, the enrollment target is attainable and provides an attractive option particularly for CSD 21 families whose only other public school choice may be a larger and academically struggling public school. The vast majority of the respondents (on

<sup>10</sup> Chubb, John and Moe, Terry, Politics, Markets, and American Schools, (1990)

<sup>11</sup> 2013-14 data secured from the NYCDOE Demographic Snapshot 2007-8 through 2013-14.

average 82%) to our online stakeholder interest survey, 95% of whom identified themselves as elementary school parents, consistently rated HLA 2's key design elements as "Important" or "Very Important". This was corroborated during the meetings we held where parents of preschoolers expressed a great desire and excitement for HLA 2 to open in their community. CSD 21 families' desire for a Hebrew language charter school is also evidenced by the most recent application statistics from HLA in CSD 22 which currently has 87 applications from CSD 21 residents for Kindergarten through second grade despite the fact that HLA's recruitment efforts do not extend to CSD 21 and it receives more than enough applicants from CSD 22 to fill its available seats in Grades K-2. Finally, the interest by the community in Hebrew as the dual language focus is supported by NYCDOE's own assessment of the relevance of the language in the community since they have proposed to open a Hebrew dual language program (for middle school) in CSD 21 next year.

*Recruitment/Outreach Plan:* HLA 2 will be marketed to CSD 21 neighborhoods where a predominance of low-income/poverty-level and non-English speaking families reside. The founders recognize that some prospective families, especially those of economically disadvantaged and immigrant backgrounds, may be unfamiliar with or have limited access to information regarding their children's educational options. We will leverage our relationships with community-based organizations (CBOs) we have engaged such as the Shorefront Y, where our Applicant Group and Prospective Board member Sue Fox serves as Executive Director. The Shorefront Y has preschool programs serving children representing this demographic. In addition, we will draw on the community leaders with whom we have developed relationships during our outreach process, including elected officials, nonprofit leaders, directors of preschools and Head Start programs, and other stakeholders who serve a non-English speaking and/or economically disadvantaged and/or SWD constituency. Recruitment and application materials will be available in the predominant languages of the community.

To ensure that we meet enrollment targets HLA 2 will employ many strategies to publicize its program and appeal to a diverse population. These include posting flyers in multiple languages and placing notices in local newspapers, supermarkets, communities of faith, community centers and apartment complexes, including large public housing developments; conducting open houses in after-school programs, youth centers and CBOs serving youth and families in CSD 21 (like Coney Island Generation Gap where our Applicant Group and Prospective Board member Pam Harris serves as Executive Director); recruiting students from a diverse array of pre-schools and Head Starts, including ones that serve ELLs, poverty level families or have a focus on children requiring early intervention services for SWD; engaging in outreach to relevant media outlets including minority and foreign language media; canvassing CSD 21 neighborhoods to further reach interested families.

Family information meetings will highlight the academic program, curriculum, inclusive school culture, academic support and intervention services and personnel specifically focused on children identified as ELLs, SWD and Title I. HLA 2 will retain its population with the success of our highly individualized instructional model that ensures the advancement of all learners, including children that qualify for FRPL, ELLs, SWD and accelerated learners. Based on our assessment of community interest we are certain that we will reach our anticipated enrollment. The existing elementary charter schools in CSD 21 have experienced overwhelming demand for seats in their schools. Coney Island Preparatory Charter School reported to us that their waitlist numbers for next year for Grades K, 1 and 2 are 227, 189 and 78, respectively for the 60 seats in each grade. We were unsuccessful in securing information for Success Academy in Bensonhurst; however, media coverage about the Success network indicates each of their schools has significant numbers of students on their waitlists.

Based on the enthusiastic support we have received from leaders of CBOs, preschools and other entities connected to families of school-age children, there is ample evidence that the number of eligible applicants for HLA 2 will ensure adequate enrollment. Should the number of applicants exceed our capacity a lottery will be used to admit students and remaining students will be placed on a waiting list. HLA 2's

Admission Policy and Procedures in *Attachment 1* provides specifics regarding the application, admissions and enrollment process, and a plan for a public lottery.

*Retention Plan:* Our commitment to parental support and engagement in HLA 2’s academic and school life will help us retain our students, including those at-risk. We will ensure all parents, particularly of at-risk students, feel welcomed as an integral part of the community. We will be sensitive to the needs of parents (for instance who may have work or have childcare constraints due to their socioeconomic circumstances) by offering a flexible schedule to attend parent teacher conferences, Parent Organization meetings and other events that engage them in the school community. We will also ensure these meetings and events are accessible to non-English speaking parents through translators. More detail on parent engagement is discussed in *III.I. Parent and Community Involvement*. Furthermore, as discussed in *I.B Key Design Elements* and *II.G. Special Populations*, our highly responsive school model includes specialized staff and instructional supports that will promote academic growth and achievement of ELLs, SWD and Title I students. As children experience success in our environment we will succeed in maintaining a high rate of student retention as parents’ confidence in our program will continue to will be bolstered.

Our commitment to parent support and engagement coupled with an educational program with robust intervention staffing, supports and services will ensure that we will meet or exceed the enrollment and retention targets for special populations of students established by the Board of Regents.

**D. Community to be Served:** HLA 2 will serve students in Brooklyn’s CSD 21. An important part of HLA 2’s mission is to educate a diverse student body; as such, CSD 21 is an ideal district reflecting the racial, economic and language diversity we seek. According to the 2012-13 NYS District Report Card, CSD 21 was comprised of 17% Black, 24% Hispanic, 26% Asian/Native Hawaiian/Other Pacific Islander and 32% White students; 81% qualified for free- or reduced-priced lunch (FRL)<sup>12</sup>; and 16% were ELLs. In addition, 16% were designated as SWD. According to the 2013 Student Demographic Report from the NYCDOE Office of English Language Learners, the top 5 home languages for all students in CSD 21 in 2012 were Spanish (27%), Chinese (24%), Russian (22%), Urdu (10%) and Arabic (3%). HLA 2 expects that its student population will reflect this diversity. CSD 21 is also in need of strong public school options as evident by student performance on the 2014 NYS ELA and math assessments<sup>13</sup> summarized in the following table. Clearly, HLA 2 will be an important charter school option in a district with currently only two elementary charter schools to which parents can apply.

	All	ELL	EP	SWD	GE	FRL	Non-FRL	B	H	A	W
NYS ELA	40%	4%	46%	9%	46%	34%	70%	19%	21%	52%	49%
NYS Math	49%	21%	55%	18%	56%	45%	76%	19%	29%	68%	57%

EP=English Proficient, GE=General Education, B=Black, H=Hispanic, A=Asian, W=White

The student demographics of CSD 21 and their performance on the NYS assessments both in the aggregate and among disaggregated subgroups, indicate that there is a clear need for a high quality charter school like HLA 2 to serve students at the start of their academic career. As described previously in

<sup>12</sup> The current FRL data for CSD 21 is not a true representation of the average aggregate percentages of FRL students in the district. If a school elects to become an overall free lunch school, then 100% of their students are considered as eligible for free lunch, when in fact the actual percentage of FRL children may be lower..

<sup>13</sup> <http://schools.nyc.gov/Accountability/data/TestResults/ELAandMathTestResults>

*I.A. Mission Statement and Objectives, I.B. Key Design Elements, I.C. Enrollment, Recruitment and Retention*, our educational model is designed to meet the needs of the expected student population we will serve based on the above CSD 21 demographics. Among the key features of the school design that are responsive to these needs are our longer school year and day, GRR that promotes a high degree of differentiation, the instructional intensity derived from the co-teaching model, a robust academic intervention program and instructional supports for at-risk students and a commitment to meaningful parent engagement, among other factors. HLA 2's design ensures that *all* students meet its rigorous learning standards. Our intensive focus on the acquisition of a foreign language beginning in K speaks to our dedication to producing bilingual and bi-literate citizens as well as students who develop a love and affinity for second language learning. This is so important given the increasing globalization of the world economy that has created a large need for people in the workforce who can communicate in multiple languages.

Our Applicant Group has the capacity to serve the CSD 21 community. Four of the 9 individual members of the Applicant Group and Prospective board have a direct connection to the district. Two members are the Executive Directors of social service agencies that serve the adults, families and children of CSD 21, two are residents of CSD 21 and one grew up and attended public schools in CSD 21. Importantly, two of these four individuals share the immigrant experience of many of the families residing in CSD 21—many of whom will become members of our school community. The Applicant Group is diverse and represents a cross section of the people with the requisite skills and experiences necessary to develop a high quality school and positively engage the community in its development. Some of the Applicant Group members were behind HLA and HHLA and continue to be involved as Board members or educational support providers for these two schools. As such, the Applicant Group has leveraged their experience in the development HLA 2. The Applicant Group has assessed family and community support within CSD 21. As described in *I.C. Enrollment, Recruitment and Retention* our Hebrew dual language focus is one that resonates with the families in the community. As described in *I.C. Enrollment, Recruitment and Retention* and *I.E. Public Outreach* our process included engaging with CBO leaders, preschool directors, elected officials and other community leaders, public meetings in the community to provide information on HLA 2 and to seek the community's feedback on our plans, an analysis of the demand for seats in the existing charter schools in the district and expressions of support through stakeholder interest surveys.

HLA 2 looks forward to building collaborative relationships with existing traditional and charter schools in order to improve educational opportunities for all children. Through sharing of best practices, HLA 2 hopes all CSD 21 public schools, traditional and charter have the opportunity to learn from each other. NYCDOE's opening of a middle school Hebrew dual language program in CSD 21 this September provides us with a unique opportunity to collaborate with these public school educators in Hebrew language learning. As we will utilize the PA to teach Hebrew, an approach ACTFL considers the gold standard for foreign language learning, we believe we have much to share with our fellow educators than can raise the bar for how students learn foreign languages in a public school setting.

**E. Public Outreach:** Since late 2013, members of our Applicant Group and HCSC staff have been engaged in a thoughtful community engagement process to inform a wide variety of CSD 21 stakeholders about HLA 2 and to seek their input and feedback regarding the educational and programmatic needs of students in the community and HLA 2's design to meet those needs. *Attachment 2* provides detailed evidence of the public review process which will continue even after the submission of this charter application as well as examples of our informational brochure, parent survey, public notices and letters of support from elected officials and community leaders. The means the Applicant Group has used and is continuing to use to inform the community and seek their input include:

1. A website ([www.hla2.org](http://www.hla2.org)) containing information about HLA 2, including a downloadable brochure, and an on-line survey that allows for community input and comment on HLA 2 and its school design. In addition

to the online survey, the survey (and brochure) is downloadable in English, Hebrew, Spanish, Russian, Mandarin, Cantonese, Urdu and Arabic (<http://hlacharterschool2.org/translations/>) in order to be completed by hand and mailed, faxed or e-mailed back to us.

2. Hosting parent information sessions at preschool programs to seek their input and support in addition to providing them with details about our academic program. Hard copies of the brochure and surveys, in multiple languages, were made available to attendees at all these information sessions.
3. Hosting information meetings for the general public in CSD 21. The purpose of the meetings was to inform a wide range of stakeholders about the plans for HLA 2 and seek their input and support. Hard copies of the brochure and surveys, in multiple languages, were made available to attendees at all these information sessions. Notices about these meetings were posted in the local press.
4. Engagement of Elected Officials representing the community we will serve, including from the Brooklyn Borough President's Office, City Council, NYS Senate and NYS Assembly and US Congress.
5. E-mails and letters sent to preschool directors in the community providing them with electronic versions or hard copies, respectively, of the HLA 2 brochures and surveys to distribute to their parent body.
6. Flyers about HLA 2 with information about the school, website and survey were posted in a variety of housing complexes in the community.

*Consideration of Public Comments:* The Applicant Group was pleased to find that the key design elements of HLA 2 resonated with the community as was evident by the feedback we received from our information sessions, general community meetings, meetings with elected officials and survey responses. In fact, on the survey when parents were asked to indicate what school features are important to them and if there were suggestions they had to help us build our school of excellence, the vast majority of suggestions given were already elements of our school model and expected culture (Chess, Music, instructional strategies and staffing for ELLs, a school community that promotes cultural diversity and promotes tolerance and mutual understanding). In fact, the feedback we received from stakeholders with whom we met and from survey responses supported the key design elements of our model. There were very few suggestions about modifications or additions to the HLA 2 educational program. Among the comments of note were an interest in having us offer (1) an after school program after regular school dismissal, (2) middle school grades with the dual language Hebrew focus and (3) an additional foreign language choice (French, Russian, Spanish). We recognize the importance for parents to have quality after school options for their children and for children to be engaged in enrichment and academic activities after school. Therefore, in response to this desire of parents, we will look to identify after school partners, like the Shorefront Y, which could partner with HLA 2 if chartered and provide high quality programming for the children of families who are interested in this opportunity. With regard to the latter two suggestions, while we value this input from those parents who expressed these interests, our model would not be able to support these modifications in our first charter term. We seek to begin at the Kindergarten and not the middle school grades because we are committed to building Hebrew language proficiency in our students and thus need to start with language instruction at the beginning of students' academic careers. And given, we are a Hebrew language charter school, our focus is on Hebrew language instruction as opposed to other language instruction in the K-5 grade span. However, upon renewal it is our desire to expand to include the middle school grades and at that stage be able to offer students not only a continuation of their Hebrew language studies but an opportunity as well to explore a second language *in addition* to Hebrew. HLA's middle school which was recently approved will be offering Spanish to students interested in pursuing a language in addition to Hebrew, likewise HLA 2 would be open to offering the same opportunity should it be given the opportunity to expand to middle school and would be responsive to the interest of our parents and students as to what that second language would be. Thus, while we cannot adjust our model in the first charter term to meet this input, we hope we can eventually do so if we are approved for expansion to middle school in our second charter term.

Our public outreach will not end with the submission of the program, we will continue to reach out to community stakeholders and seek community support through partnership building and stakeholder identification. We will also continue to solicit parent feedback as we continue to inform parents of those children who will be age-eligible to enroll in HLA 2 beginning with the 2016-17 school year. In addition, we will seek out more community-based, civic and educational partners in our target community which can support our school and the families who will make up our school community.

***How Families Will Be Informed of the Charter School and have Equal Opportunities to Apply:***

The methods of public outreach employed by the Applicant Group, and which will continue to be utilized, have been and will continue to be successful in informing families with school-age children about HLA 2. The response to *I.C. Enrollment, Recruitment and Retention* provides greater detail about how parents will be informed of the charter school and how students will be given equal opportunity to attend HLA 2.

**F. Programmatic and Fiscal Impact**

*Programmatic Impact:* Of the schools in CSD 21 that have similar grade configurations as HLA 2 in its first charter term, 14 are K-5 traditional public schools, 8 are K-8 traditional public schools, and 2 are charter schools that serve the K-5 span within their school communities. There are a number of religious elementary schools as well in the district. We hope to have a positive programmatic impact on our traditional public school as well as nonpublic school counterparts in CSD 21 by playing a role in facilitating open communication regarding exemplary practices both at HLA 2 and at schools in the community. As mentioned in *I.D. Community to be Served*, we particularly look forward to having an opportunity to work collaboratively with the new NYCDOE dual language Hebrew program that will be implemented this fall in a middle school in CSD 21 sharing best practices, particularly in the area of the teaching foreign language through PA. HLA 2 will have another positive effect as it will help to meet established demand for seats in high quality schools. HLA 2 will be the third elementary charter school in CSD 21.

*Fiscal Impact:* HLA 2 will have minimal fiscal impact on NYC public schools. For purposes of this analysis, HLA 2 expects that the NYCDOE will have to transfer \$14,027 in each fiscal year of the charter term for each child enrolled in the school. According to information on the NYCDOE website, the NYC school district budget was \$24 billion<sup>14</sup> in 2012-13. The fiscal impact calculation assumes the NYC School District budget grows at an annual 3% rate. The number of such students in the first year of the second charter term will be 162, and the financial impact on the NYCDOE will be \$2,272,374, or 0.009% of the total NYC DOE budget. In subsequent years, the financial impact remains minimal. Over the course of its first charter term, the school will grow to serve 489 students in Grades K-5. As documented in the chart below, the school will have little to no financial impact on the city during this time (this chart is aligned with the enrollment plan in the budgets contained in *Attachment 9*).

Operational Year	Enrollment (# of Students)	Per Pupil Allocation	Projected Charter Cost	District Budget (assuming \$25.46 billion NYCDOE funding with 3% annual increase)	Projected Impact (i.e. % of District's Overall Funding)
2016-17	162	\$14,027	\$2,272,374	\$25,460,000,000	0.009%
2017-18	249	\$14,027	\$3,492,723	\$26,230,000,000	0.013%
2018-19	333	\$14,027	\$4,670,991	\$27,010,000,000	0.017%
2019-20	413	\$14,027	\$5,793,161	\$27,820,300,000	0.021%
2020-21	489	\$14,027	\$6,859,203	\$28,654,909,000	0.024%

<sup>14</sup> <http://schools.nyc.gov/AboutUs/default.htm>

HLA 2 will most likely appeal to families of students whose only current option is to send their children to the neighborhood's public schools. However, for families who had previously made their choice to send their children to low-tuition religious or other private schools, the option to withdraw their children from those schools in favor of high performing free public charter schools would reduce their enrollment. This could have a negative impact on these nonpublic schools' enrollment should there be insufficient applicants to replace their lost students. While there may be a negative impact on these low tuition nonpublic schools in CSD 21 due to the opening of HLA 2, we believe our foremost responsibility is to the families of CSD 21.

## II. EDUCATIONAL PLAN

**A. Achievement Goals:** The following annual progress goals that we will use to measure student achievement reflect our commitment to academic excellence and Hebrew language proficiency. They are also consistent with the 2012 NYSED Charter School Performance Framework. While we will measure our progress towards these goals annually, our robust assessment protocol described in *II.D. Assessment* will provide us critical formative, interim, diagnostic and summative information on student performance throughout the school year. Our instructional leadership and teachers will use information from our assessments during the school year to ensure that the school is moving our students to attainment of these overarching annual goals.

### **Student Achievement Goals:**

- *Aggregate Proficiency:* Each year, the percent of HLA 2 students in each grade, 3<sup>rd</sup>-5<sup>th</sup>, who are proficient on their respective Grade 3-5 NYS assessments (ELA, math, science) will meet the State average.
- *Subgroup Proficiency:* Each year, the percent of HLA 2 students in each grade, 3<sup>rd</sup>-5<sup>th</sup>, for all accountability subgroups who are proficient on their respective Grade 3-5 NYS assessments (ELA, math, science) will meet the State average.
- *Similar Schools Comparison ELA:* Each year, the school will exceed its predicted level of performance on the NYS ELA exam by a statistically significant positive effect size according to a regression analysis controlling for prior academic performance (when possible) and student characteristics among all public schools in NYS. This analysis will be conducted by NYSED.
- *Similar Schools Comparison Math:* Each year, the school will exceed its predicted level of performance on the NYS math exam by a statistically significant positive effect size according to a regression analysis controlling for prior academic performance (when possible) and student characteristics among all public schools in NYS. This analysis will be conducted by NYSED.
- *District Aggregate Comparison:* Each year, the percentage of HLA 2 students in each grade, 3<sup>rd</sup>-5<sup>th</sup>, who are proficient on their respective Grade 3-5 NYS assessments (ELA, math, science) will exceed the CSD 21 average.
- *District Subgroup Comparison:* Each year, the percent of HLA 2 students in each grade, 3<sup>rd</sup>-5<sup>th</sup>, for all accountable subgroups who are proficient on their respective Grade 3-5 NYS assessments (ELA, math and science) will exceed the CSD 21 average.
- *State Accountability Designation:* Each year, HLA 2 will be in "Good Standing" according to its NYS Report Card and achieve its federal Adequate Yearly Progress (AYP) targets for all accountability subgroups.

### **Student Growth Goals:**

- *Aggregate Growth:* Each year, the unadjusted Mean Growth Percentile (MGP) for all HLA 2 students on the NYS ELA and Math assessments will exceed the state average.

- *Subgroup Growth*: Each year, the unadjusted MGP for all accountability subgroups at HLA 2 on the NYS ELA and Math assessments will exceed the state average.
- *Performance Index: Aggregate Growth to Proficiency*: Each year, the school's aggregate Performance Level Index (PLI) for all students on the NYS ELA exam and NYS Math exam will meet the respective Effective Annual Measurable Objective set forth in the state's NCLB accountability system.
- *Performance Index: Subgroup Growth to Proficiency*: Each year, the school's aggregate Performance Level Index (PLI) for all Accountability Subgroups on the NYS ELA exam and NYS Math exam will meet the respective Effective Annual Measurable Objective (AMO) set forth in the state's NCLB accountability system.

#### Charter Specific Student Performance Goals

- *Absolute Achievement Fountas & Pinnell (F&P) (K)*: Each year, 75% of kindergarten students who were enrolled in the school on BEDS day will perform at or above grade level on the spring administration of the F&P Benchmark Assessment System.
- *Absolute Achievement F&P (1-5)*: Each year, 75% of grades 1-5 students who were enrolled in the school on BEDS day for two consecutive years will perform at or above grade level on the spring administration of the F&P Benchmark Assessment System.
- *Absolute Achievement NWEA MAP Reading*: Each year, 75% of all tested students (Grades K-5) who were enrolled at the school for at least BEDs date for Kindergarten and at least two consecutive BEDS dates for Grades 1-5, will perform at or above grade level (measured by NWEA RIT Values) on the Spring administration of the NWEA MAP Reading test.
- *Absolute Achievement NWEA MAP Math*: Each year, 75% of all tested students (Grades K-5) who were enrolled in the school for at least BEDs date for Kindergarten and at least two consecutive BEDS dates for Grades 1-5, will perform at or above grade level (measured by NWEA RIT Values) on the Spring administration of the NWEA MAP Math test.
- *Value-Added Growth NWEA MAP Reading*: Each year, grade-level cohorts of students (Grades 1-5) will reduce by one quarter, the gap between the percent at grade level on the previous Spring administration of the NWEA MAP reading test and 75% at or above grade level (measured by NWEA RIT Values) in the current Spring. If a grade-level cohort exceeds 75% at or above grade level (measured by NWEA RIT Values) in the previous year, the cohort will remain above 75% at or above grade level (NCE=50) in the current year.
- *Value-Added Growth NWEA MAP Math*: Each year, grade-level cohorts of students (Grades 1-5) will reduce by one quarter, the gap between the percent at grade level on the previous Spring administration of the NWEA MAP math test and 75% at or above grade level (measured by NWEA RIT Values) in the current Spring. If a grade-level cohort exceeds 75% at or above grade level in the previous year, the cohort will remain above 75% at or above grade level (measured by NWEA RIT Values) in the current year.
- *Absolute Achievement Hebrew Speaking Proficiency*: Each year, 75% of students who have attended HLA for the number of BEDs dates indicated in the table below will perform at the indicated proficiency range as measured by their performance on the end of the year Oral Proficiency Interview assessment.

# BEDS days	Speaking Proficiency Range
1	Novice-Mid Emergent to Novice-Mid-Meet
2	Novice-Mid Meet to Novice-Mid-Strong
3	Novice-Mid-Strong to Novice-High-Meet
4	Novice-High Low to Intermediate-Low-Emergent
5	Novice-High Meet to Intermediate-Low-Meet

### Stakeholder Engagement and Satisfaction Goals

- Each year, the school will have an average daily student attendance rate of at least 95% as measured through OnCourse, or similar student information management system.
- Each year, 95% of all students enrolled on the last day of the school year will return the following school year.
- Each year, 90% of all instructional staff employed during the prior school year whose contracts are renewed will return the following school year.
- In each year of the charter term, parents will express satisfaction with the school's program, based on the NYCDOE and HCSC School Survey. On key questions, the school will have a percentage of parents that agree or strongly agree that meets or exceeds citywide averages. The school will only have met this goal if 50% or more of parents participate in the survey.
- In each year of the charter term, teacher will express satisfaction with school leadership and professional development (PD) opportunities, based on the NYCDOE and HCSC School Survey. On key questions, the school will have a percentage of staff that agree or strongly agree that meets or exceeds citywide averages. The school will only have met this goal if 50% or more of staff participates in the survey.

### Effective Governance and Financial Sustainability

- At any given time, at least 90% of Board of Trustees (BOT) members will be active members of a BOT subcommittee.
- Annually, student enrollment at HLA 2 will be within 15% of full enrollment as defined in the School's contract.
- The School will operate on a balanced budget and maintain a stable cash flow.

B. **School Schedule and Calendar:** School Calendar: HLA 2 will have an extended school year consisting of 190 days of instruction. Students will benefit from 10 more days of school and 60 more minutes each day than that in the traditional public schools. Attachment 3(b) provides HLA 2's Proposed First Year Calendar including designated PD days for teachers and summer school.

Student and Teacher Schedules: The school day for students will be from 8 am–3:30 pm. All students will have 6 1/2 hours of daily instruction. The school day for teachers begins at 7:55am and ends at 4:30pm (except for Fridays their day will end at 4 pm). Our schedules reflect the school's co-teaching model: two General Studies teachers in the classroom during Readers Workshop and Math, a Hebrew teacher with Hebrew instructors during Hebrew instruction and a General Studies teacher with a Hebrew teacher or instructor co-teaching during social studies and science. *Attachment 3(a)* provides detailed sample schedules for students and teachers (including general studies teacher, Hebrew teacher and the Reading Specialist's schedule). The teachers' weekly schedules illustrate designated time for planning, PD and academic intervention (see Reading Specialist's schedule).

Planning/PD Time: Teachers begin each school year with a 7-day pre-opening PD period immediately prior to the first day of school. Pre-opening PD will address HLA 2's key design elements, use of data and assessment, special populations, classroom management and other topics as delineated in *III.E. Professional Development*. In addition, there are 7 designated full days of PD throughout the school year. Teacher planning time is also embedded into each school day, including from 3:45 pm 4:30 pm Monday-Thursday, where teachers will work collaboratively with their colleagues. The Director of General Studies Curriculum and Instruction (DCI) and Director of Hebrew Curriculum and Instruction (DHCI) will work with their respective teachers on pacing calendars, mapping curricula, curriculum implementation and support, service learning projects, reviewing lesson observations, student case management and analyzing student

test results. Teachers will meet weekly in grade level teams to review student data, and in co-teaching teams to collaboratively plan lessons.

Learning Review Program (LRP): By year 3, when our student population will grow to include the testing grades, HLA 2 will also offer additional educational support for struggling students during the week-long February break. This LRP is a full-day intervention program providing more intensive support to students who are falling short of proficiency standards in ELA and math or for whom promotion is in doubt. While not mandatory, parents of these struggling students will be encouraged to have their child attend.

Summer School: HLA 2 will have a four week summer school program beginning after the first school year to support students (particularly for students in the testing grades) who are not meeting expectations in ELA and math. Children will receive full day instruction provided by General Studies teachers and academic intervention specialists (i.e. ESL teacher, reading specialist and/or special education teacher). Attachment 3(b) provides the summer school calendar after the end of the 2016-17 school year. With the exception of students whose promotion to the next grade is dependent upon summer school attendance, summer school attendance is not mandatory, but like the LRP, parents of struggling students will be encouraged to have their child attend.

Teacher and Instructional Groupings: HLA 2 students will be grouped by grade level into three heterogeneous classrooms of approximately equal number. HLA 2's use of the overarching Gradual Release of Responsibility (GRR) instructional model and Columbia University's Teachers College Readers and Writers Workshop (RWW) model for ELA instruction facilitates individualized and small-group instruction to target identified student needs. Our faculty consisting of General Studies teachers, Hebrew teachers and instructors, specials teachers, and instructional intervention teachers will be grouped in grade level teams or by content areas, although there will be times when teachers will meet across grade levels. Teachers' schedules include common planning time, team meetings, PD, and student data analysis with the DCI, DHCI, DSSS (beginning Year 3) and the Head of School (HOS). Assessment data including teacher observation will drive the instructional groupings for guided instruction within the classroom, which may include groupings by need, level or modality of learning. These classroom instructional groupings are flexible and will change based on the lesson and the results of ongoing student assessment.

Supplemental Instruction/Intervention: Our longer school day and year, extended instructional blocks, LRP and summer program are all design elements that provide increased time on task so that students, especially those at risk of academic failure, can meet proficiency standards. Co-teaching adds greater capacity for differentiated instruction, enabling teachers to meet the needs of all students, including those at risk as well as accelerated learners. The schedules of instructional specialists (Reading Specialist, ESL Teacher and Special Education Teacher) will include targeted instruction (push-in and/or pull-out as required) for identified students. An example of the Reading Specialist's schedule is in *Attachment 3(a)*. Our robust supplemental instructional and intervention program is designed specifically for special populations of students (ELLs, SWD, academically at-risk, etc.). Detailed information on these programs is provided in *II.G. Special Student Populations and Related Services* and *II.C. Curriculum and Instruction*.

C. Curriculum and Instruction: Curriculum: HLA 2's curriculum is aligned to the NYS Learning Standards, inclusive of the Common Core State Standards (CCSS). In accordance with the CCSS, HLA 2 has set high learning standards and has chosen curricula to prepare students to master the skills and understandings required for *college and career readiness*. All staff will have PD to understand how the standards are aligned with CCSS and include rigorous content and application of knowledge through high-order skills.

ELA: HLA 2 relies heavily on the EngageNY Curriculum Modules for its K-5 elementary ELA program. Because mastery of the written and spoken language is critical to success in all subject areas, HLA 2 will engage a rigorous and *balanced* ELA curriculum starting at K. The priority to develop strong readers,

writers and communicators is reflected in a daily two-hour block devoted to ELA instruction in addition to continued work on these skills throughout the curriculum. ELA instruction is conducted within the RWW model and teachers will plan lessons based on their assessments of students' reading and writing abilities. During RWW, the teacher will vary between whole class mini-lessons including shared reading and shared writing, read-alouds, interactive writing, small group guided reading and writing lessons, and focused independent reading and writing.

HLA 2's Grade K content standards focus heavily on increasing the oral English-language skills and early alphabetic and phonemic awareness skills of children. Phonemic awareness forms the basis for a child's ability to decode and spell words. HLA 2 will also have a strong phonics-based (and research backed) instructional program starting in K-Grade 2, the *Month by Month Phonics* program by Carson-Dellosa supported by additional resources such as *Words Their Way* by Pearson and *Bringing Words to Life* by the Guilford Press. HLA 2 will also introduce students to the joy of reading with authentic literature. HLA 2 students will understand that the goal of reading is to achieve comprehension and to obtain information, and the concurrent focus on phonics and phonemic awareness will provide them with the tools to do just that. From the earliest grades, composition and writing will be stressed. Students will learn to identify themes and sub-themes, and learn to think (and express their ideas both in writing and with the spoken language) about what they have read.

HLA 2 utilizes the Teachers College RWW Project framework for ELA instruction. This framework aligns itself with the CCSS. It provides strategy lessons that are supported with touchstone texts that exemplify a specific reading skill or strategy that is modeled in both the reading and writing workshops. Children are then able to practice the specific skill or strategy with leveled texts that are appropriate for their abilities. The Teachers College RWW Units of Study are directly aligned with the CCSS. Students will learn to determine importance, draw conclusions, analyze and summarize texts and make inferences. Writing units address narrative writing, realistic fiction, informational writing, poetry, persuasive essays and letter writing. Exemplar texts for each instructional focus will support the reading and writing units.

HLA 2 will utilize the instructional resource, LightSail, to support ELA program, LightSail is designed for individual student use on iPads designed to elevate literacy practices through an interactive e-reader with embedded assessments. The wide range of literature and informational reading materials on iPads expands the reading materials to which students have access. LightSail also provides opportunities to explore close readings, authors' craft and point of view through CCSS based questioning. It monitors student reading speed and supports fluency. Lexile and common core aligned assessments are embedded in every text, and teachers are able to collect data in real-time and measure independent reading comprehension and provide immediate feedback. It is used during guided reading time.

*Mathematics:* The study of math involves incremental steps that build other allowing for the development of a solid foundation. As with ELA, HLA 2 draws heavily from the EngageNY Math Curriculum Modules. In addition, HLA 2 uses the Scott Foresman-Addison Wesley enVisionMATH Common Core (2013) text to support the EngageNY modules. The curriculum is aligned with the CCSS and is based on scientific research on how children learn mathematics as well as on classroom evidence that validates proven reliability. enVisionMATH Common Core teaches for deep conceptual understanding using research-based best practices. enVisionMATH Common Core supports GRR and differentiated instruction in a heterogeneous classroom setting. enVisionMATH Common Core engages all students with leveled activities for ongoing differentiated instruction. Topic-specific considerations for ELL, special education, at-risk, and advanced students enable teachers to differentiate for diverse learners. These curricula are consistent with our *balanced* approach to instruction. They support students' facility with basic skills, knowledge of standard algorithms and mastery of mathematical concepts, with the help of practice, in order to engage in higher order critical thinking and analytical skills.

*Science:* HLA 2's science program is based on these important aspects: content of science, basic concepts, our scientific knowledge as well as the processes of doing science and the scientific ways of thinking. HLA 2 students will explore Life Science, Physical Science, Earth Science and the Human Body. The science curriculum allows students to build connections to technology and societal impacts. These, are strongly connected to community health, population, natural resources, environmental quality, natural and human-induced hazards, and other global challenges. The study of science in connection with Technology and Health provides the foundation for developing conscientious and service-oriented learners. HLA 2 will use Scott Foresman-Addison Wesley *Science* and FOSS kits for Grades K-5. This series complies with NYS curriculum guidelines and frameworks, provides support for teachers, and supports achievement for all students. This series utilizes an inquiry approach to learning consistent with GRR. Leveled-books allow for differentiated instruction by introducing and exploring identical science concepts at each student's reading level. It emphasizes active, hands-on explorations that help students understand key concepts and invites students to develop and explain concepts in their own words.

*Social Studies:* The Social Studies curriculum provides the framework to address two unique aspects of HLA 2's curriculum: 1) a curricular component entitled the *Culture and History of Israel and its Immigrant Communities* (CHIIC) to authentically augment Hebrew language instruction, and 2) the service learning curriculum that teaches civic responsibility, community problem-solving, and concern for others and the world. CHIIC is a unique addition to the social studies program, fully aligned with the NYS social studies curriculum and CCSS. Together with CHIIC, the overall Social Studies curriculum is designed around the concepts of democracy and diversity and aims to help students make sense of the world, make connections between major ideas and their own lives, see themselves as members of the world community, and to understand, appreciate, and respect the commonalities and differences that give the US its character and identity.

HLA 2 uses the EngageNY Social Studies framework as the context for its social studies curriculum. The Scott Foresman Social Studies program for grades K-5 is HLA 2's primary text for instruction. This social studies series is directly aligned with the NYS Social Studies Standards. The content covers key strands: Citizenship, Culture, Economics, Geography, Government, History and Science/ Technology. This text is aligned with GRR and supports differentiated instruction. It lends itself to the integration of primary source materials into relevant areas of American and world communities. These materials will include: (1) original documents and letters; (2) trips to museums, exhibits and historical sites; (3) documentaries integrated into classroom instruction; and (4) art and literature to convey historical events and figures. Leveled texts on social studies topics will be used extensively to supplement the units of study.

HLA 2 will incorporate service learning in Social Studies as well as across the curriculum to reinforce values of citizenship, community and social responsibility in inquiry based learning that hones analytical skills and solution development. Students learn to identify problems in their communities and implement plans to address them. Service Learning topics are integrated into literacy blocks, the science curriculum, and enhance the exploration of key ideas in Social Studies. The four stages of Service Learning, (Preparation, Action, Reflection and Demonstration) provide opportunities for the development of research skills, experiential learning, skills of reflection and analysis and connect the thinking student to her or his responsible action in the world. Service Learning demonstrates the value of reading informational texts to analyze information and determine importance, skills which are emphasized in the CCSS.

*Hebrew Language:* Modern Hebrew instruction will begin in K and will be taught to students solely in Hebrew. The Proficiency Approach (PA) guides the instructional methodology, and takes into account that a learner's ability to perform in the target language develops gradually, in a non-linear manner. American Council for the Teaching of Foreign Languages (ACTFL) Proficiency Guidelines identify five main phases, to achieve the level equated with that of the native speaker: Novice, Intermediate, Advanced, Superior and Distinguished. The first three levels are sub-divided into Low, Mid and High, with further subdivisions within

these levels. Ongoing evaluation of the learner's progress as defined by these levels provides a clear picture of each learner's stage of functioning in all areas of the language. Evaluation uses four interrelated criteria: content/context, task, text type, and accuracy. The PA provides a framework that guides teachers in articulating clear learning goals and powerful instructional tools to support the learning needs of each student. The PA allows a flexible curriculum; promotes a learner-centered environment; and provides clear guidelines to assess performance.

Curricular materials are drawn from all genres of texts that were produced by native speakers for native speakers such as children's stories, songs, media clips and objects representing the target culture such as authentic games, signs and posters. This curriculum has been developed by HCSC's National Director for Hebrew Educational Services in consultation with Dr. Vardit Ringvald, Director of the Institute for the Advancement of Hebrew and the School of Hebrew at Middlebury College, Middlebury, VT.

Instruction at HLA 2: HLA 2 will have a co-teaching approach to instruction. Each class of students will have two general studies teachers during Readers Workshop and math, and a Hebrew teacher and Hebrew instructor during Hebrew. Social studies and science will be led by the general studies teacher, and a Hebrew teacher (or Hebrew instructor) will be in the classroom to provide instructional support and incorporate Hebrew language in authentic moments. The model results in a student to teacher ratio of about 14 to 1. As described previously, HLA 2's workshop instructional model is used in math, science and social studies, and RWW is the specific model of instruction for ELA.

*Gradual Release of Responsibility (GRR):* GRR (also known familiarly as "the workshop model") is HLA 2's overarching instructional model. Teachers provide targeted, individualized instruction through GRR.<sup>15</sup> GRR requires that the teacher transitions from assuming "all the responsibility for performing a task to a situation in which the students assume all of the responsibility."<sup>16</sup> The model implements CCSS by ensuring that students develop the skills to analyze, synthesize and apply information in a variety of environments and experiences across all disciplines. The following describes the four interrelated components of GRR:

- Focus Lessons—"I do it". This component allows teachers to model their own meta-cognitive processes while modeling an academic task. Modeled strategies focus on increasing understanding of content-area material. Focus lessons establish purposes of the task and clue students into important learning objectives.
- Guided Instruction – "We do it". During guided instruction, teachers prompt, question, facilitate, or lead students through tasks that increase understanding of a particular concept or idea.
- Collaborative Learning – "You do it together". Students consolidate their understanding of the content, concept or idea and explore opportunities to problem solve, discuss, negotiate, and think with their peers. This phase of instruction is a critical part of the instructional routine. Collaborative learning is a time for students to apply information they learned during focus lessons and guided instruction, or to engage in a spiral review of previous knowledge. Each student is asked to summarize the activity individually.
- Independent Learning – "You do it alone". This component addresses the most important goal of good instruction—to provide students with practice in applying skills and information in new ways. As students transfer their learning to subsequent tasks, they synthesize information, transform ideas, and solidify their understanding.

*Readers and Writers Workshop:* RWW builds capacity in teachers to differentiate instruction in a classroom of heterogeneous learners. For this reason, RWW is highly effective with at-risk populations such as ELLs, Title I students and SWD (SWD) and accelerated learners. RWW provides the opportunity

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<sup>15</sup> Pearson, P. D., & Gallagher, M. C. (1983). The instruction of reading comprehension. *Contemporary Educational Psychology, 8*, 317–344.

<sup>16</sup> Duke, N. K., & Pearson, P. D. (2002). Effective practices for developing reading comprehension. In *What research has to say about reading instruction* A. E. Farstrup & S. J. Samuels, 205–242. Newark, DE: International Reading Association.

for teachers to differentiate instruction through the use of assessment data to identify student need and tailor instruction and small group composition. Both GRR and RWW are based on Bloom’s Taxonomy. By changing the paradigm from teacher-centered to teacher-facilitated instruction students engage more fully in higher order critical thinking skills.

*The Proficiency Approach:* HLA 2 will provide instruction in Modern Hebrew through the PA. In second language teaching, academics distinguish between *learning* a language and *acquiring* a language. When one *learns* a language, one accumulates knowledge about the language, its behavior and its structure: one relates to it as an outsider. When one *acquires* a language, one internalizes its structure and its behavior and as a result, begins to use its linguistic components automatically to either understand or create meaningful messages. The PA increases students’ ability to perform in the learned language in all four skills (listening, speaking, reading and writing).

*Ensuring Curricular and Instructional Alignment with NYS and CCSS:* Teachers will utilize a scope and sequence for each subject to determine the content and progression of instruction. During the pre-opening PD period, teachers will map and align the curriculum to NYS learning standards and CCSS. The scope and sequence will be a flexible document that will continue to be honed during the course of the school year through a collaborative process between teachers and the DCI/DHCI. During designated common planning periods, teachers will refine the scope and sequence based on their experience in the classroom and the information gathered from student assessment data. All refinements will be guided by the NYS learning standards, inclusive of CCSS.

D. **Assessment System:** Our assessment choices are based on their validity, reliability and alignment with both CCSS and our expectations to provide our students with a strong academic foundation in the core curriculum, including a high degree of Hebrew language proficiency. HLA 2’s assessment protocol consists of all NYS-mandated assessments, teacher-developed and commercially-developed formative and summative assessments and Hebrew Proficiency Approach assessments. The table describes each assessment, its purpose, the grades to which it is administered and the timing of the administration. (Note that each year, HLA 2 will administer the NYS Assessments on the dates prescribed by NYS)

Assessment/(Grade)	Purpose	When Administered
NYS ELA/(3-5)	Identify students’ ability to meet or exceed grade level standards in reading, reading comprehension and writing.	April*
NYS Math/(3-5)	Identify students’ ability to meet or exceed grade level standards in mathematical computation, mathematical reasoning and problem-solving	April*
NYS Science/(4)	Identify students’ ability to meet or exceed grade level standards in science content and use of scientific tools	April/May*
NYS Alternate Assessment/(K-5)	To assess progress toward the NYS standards in alternate learning methods	January-March
Home Language Information Survey (HLIS)/(K-5)	Identify those students who may be eligible for ESL programs as identified by home language	Upon enrollment
NYS Identification Test for ELLs (NYSITELL)/(K-5)	To measure language proficiency in English; to determine entitlement to ESL/Bilingual programs for students whose home language is other than English.	Once in Sept. if required by the HLIS

NYSESLAT/(K-5)	To measure student progress in developing English language proficiency & determine if an ELL's proficiency has been met to be removed from ESL services	May
NWEA MAP (Reading and Math)/(K-5)	NWEA MAP will be used for two purposes: (1) benchmarking to determine progress of students towards benchmarks and to modify instruction to address identified gaps and (2) to monitor year-to-year growth.	Beginning in September: Two times per year for K-2, Three times per year for 3-5
F&P Benchmark Assessment System/ (K-5)	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; To identify students who need intervention and help; To document student progress across a school year	Four times per year, beginning in September (except for K which is first assessed in January).
Teacher Generated Assessments /(K-5)	Teacher-developed assessments (tests, quizzes, homework or other graded and ungraded assignments) administered to assess students' mastery of material covered in class at a given point within a unit of study.	The administration is determined by the teacher.
OPI <sup>6</sup> (Oral Proficiency Interview, or modified Oral Proficiency Interview)/ (after Students having completed a minimum of 1 BEDS years at HLA.)	To allow students to demonstrate their precise Hebrew proficiency level in oral fluency, grammar and vocabulary based on the ACTFL guidelines.	Spring
Hebrew Curricular End of Unit Assessments /(K-5)	To determine students achievement and proficiency levels in all four language skills (Speaking, Listening, Reading and Writing) in order to group students for instruction, plan efficient and effective instruction, identify students who need intervention and to document student progress across a school year.	The administration of the assessment is dependent upon the length of the units.
Teacher-Generated Hebrew Formative Assessments in all four language skills./(K-5)	To check the degree of mastery of each student in each of the four language skills to inform instruction.	Weekly, at the discretion of the teacher.
Curricular End of Unit Assessments (non-Hebrew subjects)/(K-5)	Commercial or teacher-developed summative assessments covering material from an entire unit of study.	Administration of the assessment is dependent upon the length of the units.

*Use of Assessment:* Assessment will begin each year with the administration of the F&P Benchmark Assessment (BAS) and the NWEA in Reading and Math. HLA 2 is using NWEA, a nationally-normed standardized assessment, for its benchmark assessments supporting student growth and achievement by providing the data necessary to enable teachers adjust instruction based on student performance. NWEA is also used for interim assessments at select intervals. F&P BAS will be utilized as the ELA quarterly

assessment system. This running records assessment provides teachers with diagnostic information that informs their grouping of students in the guided instruction portion of RWW allowing for further support, reinforcement and practice of skills when needed. Through this assessment, an analysis of the reading cue systems is analyzed enabling the teacher to review or emphasize the systems that are not being utilized. Fluency is also measured in this assessment. Teachers then plan their lessons to help improve students' reading skills and strategies. Teachers also develop a "POA" (Plan of Action) for each student following each quarterly assessment, driving lesson planning, flexible grouping, text choices, etc

This data (with data from the HLIS and NYSITELL) along with prior year student data (like NYS assessment data when available) will be used to establish baseline starting points, analyze deficiencies, set goals and facilitate conversations with students and parents about each child's academic goals. Throughout the year, teachers will use data from diagnostic assessments and other formative assessments during individual planning time, common planning time and their scheduled meetings with the DCI. At these meetings, the DCI will support and guide teachers in individual and class level data analysis in conjunction with the curriculum to adjust lesson plans as needed. Faculty and administrators will use the data to formulate academic intervention services. Faculty will use the diagnostic assessment data and year to year NWEA and NYS assessment data to set and measure individual student growth goals. The *Monitoring for Results* process described in *III.D. Evaluation*, occurs every 6-8 weeks and facilitates and supports the consistent use of data by teachers and instructional leaders. All grade level teachers will work from the curriculum ensuring that their lessons and assessments are aligned with the curriculum and NYS learning standards and CCSS. Data analysis will occur bi-weekly to ensure that instruction targets needs identified by data. Teachers will engage in this data analysis at grade level meetings facilitated by the DCI.

Hebrew teachers will engage in this process with the DHCI with respect to data from Hebrew language assessments. At the end of each school year, students undergo a proficiency assessment in the form of an oral interview. The interview enables the assessor to determine the proficiency level of the student based on ACTFL guidelines. These results are tracked from year to year. Student achievement data will be used to promote or correct instructional delivery.

*Collection and Dissemination of Student Data to Parents and Students:* As part of the management support from HCSC, HLA 2 will have access to and utilize a powerful student information management system, OnCourse, or similar system, to house data, allow faculty to view, analyze and report on a real-time basis, and track over time the performance of individual students, classrooms of students, NCLB accountability groups and all students in HLA 2 to tailor instruction to individual, disaggregated or aggregate student needs. It will allow leaders and teachers to track growth and mastery of content standards and make classroom or school-wide modifications as needed. School administration will use this data to determine teacher effectiveness as well as gaps and weaknesses in the curriculum and instruction, and to drive necessary programmatic modifications. An additional benefit of OnCourse is the lesson planner feature that allows teachers to create their lesson plans based on the assessment data, linked to standards. It allows teachers to create classroom websites, post homework, calendars and other information for students and parents. The student report cards it produces indicate mastery of CCSS goals. HLA 2 will facilitate open communication with parents regarding their child's assessment results. During orientation, parents will be informed about HLA 2's reporting system so they can support their children. Weekly communication will be sent home with the child in the form of reports, results from assessments, and newsletters. Report cards will be distributed to parents at the end of each trimester at parent teacher conferences. Parents can also request progress reports during the marking period. OnCourse also comes with a portal allowing a parent/guardian to follow their child's academic performance and progress in real-time. For parents without home access to the internet, computers will be available for parent use on site. HLA 2 will work with the Parent Organization (PO) holding trainings and group activities on assessment results and its implications. Teachers will meet individually with students and parents to

review their student growth plans and provide progress updates based on assessment data. Teachers and other support staff will share strategies to help parents support their children’s growth goals at home.

*Accountability Plan and Dissemination of Data to the BOT:* The annual Accountability Plan Progress Report results from a process in which the HOS, DCI, DHCI and instructional staff, with support from HCSC’s Executive Director for NYC Region (EDNYC) and Data Scientist, will assess student academic performance data against the performance indicators in the Accountability Plan. Through a collaborative process, administrators, teachers and HCSC staff discuss findings throughout the academic year. Should HLA 2 fall short of its goals, the staff will engage in a reflective process. In the Progress Report, the HOS, or designee, working with HCSC staff, will summarize the data, and performance indicators and will discuss what changes will be implemented in curriculum, instruction and PD to ensure that student achievement improves. If HLA 2 met its goals, the progress report will include a discussion of how HLA 2 will enhance curriculum, instruction and PD to ensure continued student progress and achievement. The Accountability Plan progress report will be shared with all our stakeholders. Throughout the year, student performance data will be shared with the BOT through a report of performance indicators that aligns specific data with expected goals. An analysis of this data will allow the BOT to objectively assess HLA 2’s progress towards Accountability Plan goals and make informed decisions regarding changes to the program, structure and resource allocation. Prior to the first BOT meeting of the new school year, the BOT Education Committee, HOS, DCI, DHCI and HCSC’s EDNYC will work together to develop a reporting format that will include all NCLB, demographic and outcome data. The reporting format will be presented to the BOT for approval. The HOS or designate will be responsible for reporting to the Education Committee on at least a bi-monthly basis and to the BOT on at least a quarterly basis.

**E. Performance, Promotion, and Graduation Standards:** Promotion criteria will include attendance; comprehensive classroom assessments that include work samples, teacher assessments and observations; and benchmark assessments. The HOS reserves the right to make a decision for promotion when attendance falls short of criteria but academic benchmarks are achieved. Students failing to meet any of the grade level or school expectations in ELA and math are noted during the winter that their *promotion is in doubt*. An intervention plan is created and shared with parents, which may include for testing grade students recommended student participation in the winter LRP (by Year 3). If students do not meet promotion criteria, they will be encouraged to attend summer school. Students not meeting benchmarks at the end of summer school may be retained if it is determined by the school leadership in collaboration with the parent to be in child’s best interests.

The following are examples of the promotion criteria for students in Grade 2 (lower elementary) and Grade 5 (upper elementary) at HLA 2.

Grade	Attendance	Teacher Recommendation	Benchmark Testing
2	95%	At grade level performance	<i>F&amp;P BAS</i> - Benchmark At Grade Level. NWEA Reading and Math at Grade Level Teacher developed grade wide end of year assessment.
5	95%	At grade level performance	NYS ELA and Math—Level 2 and above.

Meeting the benchmark testing criteria above means that students in Grades 2 and 5 will know and be able to do the following in ELA and math in accordance with NYS learning standards and CCSS:

Grade 2 Core Promotional Standards	
ELA	End of year Expectations:

Reading	1. Uses phonics and word analysis skills to figure out unfamiliar words; 2. Reads independently for sustained periods of time; 3. Asks and answers questions about key details in a text; 4. Retells stories, including key details, and demonstrates understanding of their central message or lesson; 5. Describes characters, settings, and major events in a story using key details; 6. Explains major differences between books that tell stories and books that give information, from range of text types; 7. Compares and contrasts characters, settings and stories from one book to another; 8. Obtains facts and information from different writings
Writing	1. Produces and expands complete simple and compound statements, questions, commands, and exclamations; 2. Writes informative/explanatory texts in which they name a topic, supply some facts about the topic and provide closure; 3. Writes opinion pieces in which they introduce the topic or name; 4. Writes narratives in which they recount two or more appropriately sequenced events, include some details regarding what happened, use temporal words to signal event order and provides a sense of closure; 5. With guidance, focuses on a topic, responds to questions or suggestions from peers, and adds details to strengthen writing.
Listening and Speaking	1. Shares ideas, facts, observations and opinions with classmates and teachers; 2. Follows directions and asks questions for clarification; 3. Listens respectfully, learns to take turns speaking.
Math	End of year expectations:
Arithmetic and Number Concepts	1. Counts by ones and twos, forward and backward from 100 using a number line; 2. Counts within 1000; skip-counts by 5s, 10s, and 100s; 3. Uses ordinal numbers from first through thirty-first; 4. Uses place value when adding and subtracting numbers to 100; 5. Fluently add and subtract within 20 using mental strategies; 6. Uses the symbols $<$ , $>$ , $=$ , $+$ , $-$ appropriately; 7. Adds and subtract two digit numbers with and without regrouping; 8. Matches words and symbols from zero to twenty; 9. Recognizes $\frac{1}{2}$ , $\frac{1}{3}$ , $\frac{1}{4}$ , $\frac{1}{5}$ , $\frac{1}{8}$ , and $\frac{1}{10}$ as part of a whole or part of a set of objects; 10. Makes change for amounts of money to \$1.00
Geometry and Measurement	1. Recognizes simple two and three dimensional figures in everyday life; 2. Compares two and three dimensional figures based on size or capacity; 3. Uses a clock or calendar to track time and events; 4. Measures length, weight, capacity and temperature; 5. Estimates sizes
Function and Algebra	1. Sorts and classifies objects by two characteristics; 2. Recognizes more than one object belonging to a set; 3. Find missing numbers in open sentences.
Statistics and Probability	1. Participates in collecting and recording data; 2. Participates in arranging and displaying data using tables, pictographs and bar graphs; 3. Predicts likely outcomes of repeated acts
Math Processes	1. Selects an appropriate strategy to solve word problems; 2. Uses objects, drawings and writing to explain solutions to problems.

Grade 5 Core Promotional Standards	
ELA	End of year Expectations:
Reading	1. Uses their knowledge of how words work to figure out new and challenging words; 2. Decode words in text automatically; 3. Reads independently for sustained periods of time; 4. Reads aloud with fluency and expression, using strategies for self-correction; 5. Shows understanding by retelling, summarizing and analyzing relationships among parts of the text; 6. Compare characters, setting and themes from one book to another; 7. Raises questions

	about what an author writes and tries to answer questions through reading; 8. Compares and contrasts books by the same author or in the same genre; 9. Discusses author's craft (e.g. point of view, word choice, plot, beginnings and endings and character development)
Writing	1. Writes daily for extended periods on self-selected topics, in all subject areas; 2. Takes 10-12 pieces of writing through the process of revising, editing and publishing; 3. Writes a variety of pieces (poems, stories, reports, etc.) that are longer and more complex than in earlier grades; 4. Uses punctuation and spelling correctly a majority of the time; 5. Writes using some of the types of words and sentences they read in books; 6. Includes new and more sophisticated vocabulary in their writing; 7. Writes in order to: Share an experience or event, real or imagined (narrative writing), Learn new things and communicate information to others (report writing), Tell what they think about a book (response to literature), Tell how to do something (procedural writing).
Listening and Speaking	Listens and speaks in whole class, small group discussions and in one-to-one conversations with the teacher in order to: Share observations, information and opinions in class discussions, Listen respectfully and takes turns speaking, Expresses thoughts clearly, Uses comparison and analysis to explain ideas; Uses information that is accurate and relevant to a discussion; Asks questions to further a discussion, Follow directions
Math	<b>End of year expectations:</b>
Arithmetic and Number Concepts	1. Uses knowledge of place value to read and write numbers through millions and thousandths; 2. Adds, subtracts, multiplies and divides whole numbers; 3. Uses addition, subtraction, multiplication and division facts with accuracy and efficiency; 4. Understands the order of operations; 5. Understands number theory (e.g., factors, multiples, powers, roots); 6. Adds, subtracts and compares fractions, decimals, integers and percents; 7. Represents multiplication and division of fractions with graphics and models; 8. Explores ratios, proportions and scale; 9. Understands positive and negative numbers as they relate to coordinates, debits, credits, etc.
Geometry and Measurement	1. Recognizes, classifies and describes two-and three-dimensional figures; 2. Demonstrates an understanding of perimeter, circumference, area and volume; 3. Estimates, measures and converts using both metric and customary (U.S. Standard) units; 4. Uses the coordinate plane to explore geometric ideas (e.g., graph ordered pairs).
Function and Algebra	1. Recognizes, describes, creates and extends patterns and sequences; 2. Solves basic linear equations; 3. Basic understanding of functions and functional relationships; 4. Uses the commutative, associative and distributive properties
Statistics and Probability	1. Collects and records data to answer a question or test a hypothesis; 2. Arranges and displays data using tables, Venn diagrams and graphs; 3. Interprets and analyzes data; 4. Determines probability of independent events
Mathematical Process	1. Uses appropriate operations and a variety of strategies to solve problems; 2. Uses the language of mathematics to describe, explain, and compare; 3. Uses manipulatives, the calculator and other mathematical tools appropriately

HLA 2 does not intend to hold back students solely because of lack of Hebrew language acquisition. Students who are not meeting benchmarks in Hebrew language will receive intervention during the year. Indicators for students' Hebrew Language acquisition (proficiency and performance) will be measured by OPI assessments and end of unit assessments for listening, reading and writing skills.

<b>Grade 2 Core Promotional Standards</b>	
Hebrew	End of year Expectations:

Language	
Speaking	1. Speaks in two to three short, discrete sentences in present tense, using conjugated verbs; 2. Generates authentic language by combining and recombining learned elements; 3. Converses on topics such as self and family, some daily activities, seasons, weather, and personal preferences, likes and dislikes, needs, etc.; 4. Describes physical features of people, home, school, neighborhood, including location of objects; 5. Asks a few simple questions relating to familiar, uncomplicated (concrete) situations.
Listening	1. Understands simple, sentence length speech in a variety of personal and social contexts; 2. Understands speech that conveys basic information; 3. Comprehends highly familiar, predictable topics much of the time; 4. Carries out commands without prompting
Reading	1. Can comprehend some information from very simple, loosely connected texts that contain high-frequency vocabulary and deal with a limited number of familiar contexts, such as daily personal and social needs; 2. Can understand text that contains very basic information in a familiar format such as in a weather report, an advertisement, a menu, or a schedule.
Writing	1. Writes all letters of the Hebrew alphabet in cursive; 2. Can create statements and formulate questions, combining and recombining learned vocabulary and structures, based on familiar material; 3. Writes short, simple sentences about familiar topics, such as personal information, with basic word order in the present tense; 4. Describes physical features of people, home, school, neighborhood, including location of objects.
<b>Grade 5 Core Promotional Standards</b>	
Hebrew Language	End of year Expectations
Speaking	1. Handles a variety of uncomplicated communicative tasks in straightforward social situations, including personal information related to self, family, home, daily activities, interests and personal preferences; 2. Handles predictable and concrete exchanges necessary for survival in the target culture, that pertain to physical and social needs, such as food, shopping, etc.; 3. Responds to direct questions or requests for information; 4. Asks a variety of questions to obtain simple information to satisfy basic needs, such as directions, prices, and services; 5. Expresses personal meaning by creating with the language, in part by combining and recombining learned elements and conversational input to produce responses consisting of sentences and strings of sentences, mostly in the present tense; 6. Uses strategies of circumlocution occasionally.
Listening	1. Understands, with ease and confidence, simple sentence-length speech, in basic personal and social contexts on familiar or everyday topics; 2. Derives some main ideas and some supporting details from connected texts or short narratives.
Reading	1. Understands short, non-complex texts that convey basic information and deal with basic personal and social topics, which are familiar or of personal interest; 2. Extract some meaning from short connected texts featuring description and narration, dealing with familiar topics.
Writing	1. Creates with the language and communicates simple facts and ideas; 2. Writes short, simple communications, compositions, and requests for information; 3. Writes about personal preferences, daily routines, common events, and other personal topics; 4. Writes mostly in present tense, with occasional references to other time frames; 5. Demonstrates control of basic sentence structure; 6. Writes in loosely connected texts, mostly consisting of a collection of discrete sentences and/or questions.

F. **School Culture and Climate:** HLA 2 will cultivate a safe, secure orderly environment. Students will learn through service learning to recognize themselves as citizens of a global community. HLA 2's commitment to parent engagement will support the academic growth and social/emotional well-being of our students, enhancing the school's ability to create a safe environment conducive to learning (see *III.I. Family and Community Involvement* for a detailed discussion of the school's parent engagement approach).

HLA 2 believes that discipline issues are best prevented by effective instruction by which all students are engaged in learning. We define discipline as helping children develop self-control and self-motivation in a school community that is safe for all. To this end, HLA 2 has developed a series of rules, the Discipline Code, that address proper student behavior, maintenance of order, and a code of conduct. During pre-opening PD., Staff will review the Code and be trained in its implementation. Parents and students will be informed of these policies during orientation to ensure clear expectations for conduct. Additionally, staff will receive training in Rick Smith's "Conscious Classroom Management" techniques from certified trainers.

Discipline is a process; infractions are addressed individually with an established range of consequences. The first step in any disciplinary action is to restore a sense of safety and student's self-control. Communication with the student is critical to ensure a productive process. The outcome of the consequences should reinforce the essence of what is unacceptable and the repercussions thereof. See *Attachment 4 Discipline Policy* for further discussion. *Attachment 4* includes rules and procedures by which students may be disciplined, including but not limited to expulsion or suspension from HLA 2 which are consistent with the requirements of due process and with federal laws and regulations regarding the placement of SWD and the Dignity for All Students Act. This *draft* takes in account the NYCDOE *Citywide Standards for Intervention and Discipline*. Our Discipline Code will be further developed and refined by HLA 2's leadership and BOT, with support from HCSC's EDNYC, and reviewed by legal counsel before ratification. To ensure staff, students and parents are aware of all expected standards of behavior the discipline code will be distributed at the beginning of every school year. Infractions are grouped into 5 levels, from insubordinate behaviors to seriously dangerous or violent behaviors and provide a corresponding range of possible disciplinary responses. Whenever possible, interventions begin with the lowest level of disciplinary response. This Code provides graduated penalties for repeated misbehaviors.

*Dignity for All Students Act (DASA):* HLA 2 is committed to the requirements of DASA which gives public school students an educational environment free from discrimination and harassment, particularly from harassment based on a student's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender or sex. DASA will prohibit activities that create a hostile environment at school and school-sponsored events. HLA 2 will follow the recommendations, when published, of the NYS-wide task force that is developing guidelines. All staff will receive training on DASA during pre-opening PD that focuses on HLA 2's framework for promoting a positive school culture. HLA 2's social worker will be the designated contact for handling violations of the DASA, especially bullying. HLA 2 will ensure the social worker receives appropriate training to recognize and respond effectively to harassment and bullying and implement strategies to prevent it.

*Evaluation of School Climate:* HLA 2 will formally evaluate its stakeholders' perception of the school climate annually through the NYCDOE School Survey distributed to parents and school staff. This instrument is designed for students in Grade 6 and above, therefore HLA 2 will develop an age-appropriate process to gauge the feedback of our younger students. HLA 2's leadership will evaluate the survey results which will be discussed in HLA 2's annual accountability goals. HLA 2 will comply with VADIR data collection requirements and disciplinary data reported to NYSED will become a part of HLA 2's Annual Report Card. The Social Worker will keep a record of all student disciplinary incidents. This data is analyzed to determine consistency across teachers and grades and identify topics for staff development. HLA 2 leadership and staff will also regularly analyze school-wide behavioral and disciplinary data,

including disaggregating by gender and ethnicity to look for patterns of disparate impact, and evaluate the school environment to ensure it is safe and conducive to learning.

**G. Special Student Populations and Related Services:** HLA 2's instructional models support *all* learners since both models allow teachers to differentiate instruction. Teachers will use data to inform both individual conferencing with students as well as in the groupings of students for guided instruction. This process promotes highly individualized instruction and, is appropriate for meeting the needs of all students, including ELLs, SWD, academically at-risk, or are accelerated learners. HLA 2 will also have designated instructional personnel, supports and processes that specifically address the needs of these special populations, in a push-in or pull-out setting, to the extent deemed necessary (for students without an IEP) or to the extent required by a SWD's IEP. All specialized instructional support personnel who will implement these services (including certified special education teacher, Director of Special Student Services (DSSS), ESL teacher, reading specialist, and social worker) will be NYS certified and highly qualified; additional minimum requirements for these positions are provided in *Attachment 8a: Hiring and Personnel Policies*.

Students with Disabilities: HLA 2 will provide instruction to SWD in the least restrictive environment possible to the extent appropriate and subject to the requirements included in each student's IEP in accordance with all applicable federal and state laws and regulations (e.g. IDEA). Special classes, separate schooling, or other removal of SWD 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. SWD 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. SWD will receive all notices concerning school-sponsored programs, activities, and services.

*Methods and Strategies for Identifying and Serving SWD:* HLA 2 will comply with the federal Child Find requirements (34 CFR §300.125. Students enrolling for the first time in a NY public school will be screened by the Child Study Team (CST) to identify any possible indication that the child may need an IEP, or referral to the CSE of the district of residence. We will ensure that the most recent IEPs of enrolled students is forwarded by their previous schools in a timely manner. Others will be brought to the attention of the team if they demonstrate problems within the general education environment. Strategies will be implemented to address identified special needs of the student. Should the problems persist and a disability is suspected, the student will be referred to the CSE of the district of residence for an evaluation.

Students suspected of having a disability will become a focus of the CST consisting of an administrator, classroom teachers, social worker, special education teacher, reading specialist and ESL Teacher if necessary. Classroom teachers will provide records of observation, assessment data, consultation with parents, administration and special education staff, and at risk intervention data for review. A member of the CST will also observe the student in the classroom to inform their evaluation. Supplemental services exist along a continuum of support, ranging from mild accommodations to extensive intervention and may be available at the school, the district of residence or located elsewhere in the community. The CST will use the Pre-Referral Intervention Manual<sup>17</sup> (PRIM) to guide Response to Intervention (RtI) strategies. The CST has the responsibility to: review any problems (academic/developmental, behavioral, social/emotional) interfering with the child's performance; brainstorm solutions, make recommendations to meet the child's needs and monitor/review results of the recommendations (including Title I services). The CST will interview teachers and consult with the student's parents to offer recommendations. A referral to the CSE will be considered when implemented RTI strategies were insufficient to address the student's needs.

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<sup>17</sup> <http://www.hawthorne-ed.com/images/pre-referral/samples/h00680sb.pdf>

*Referrals to the CSE:* If there is no improvement in the student's areas of concern following implementation of appropriate strategies, an official meeting will be called with the family and a referral may be developed. The referral is made in writing to the Chairperson of the CSE of the NYCDOE for an individual evaluation and determination of eligibility for special education programs and services. 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/guardians. Referrals may be made by a student's parent or person in parental relationship, professional staff, physician, judicial officer or representative of a public agency. Regulations identify specific requirements for referrals initiated by professional staff members, directing that such a referral must: state the reasons for the referral and include any test results, records, or reports upon which the referral is based; describe attempts to remediate the student's performance prior to referral, including any supplementary aids or support services or the reasons why no such attempts were made; and describe the extent of parental contact or involvement prior to the referral. Initial evaluations, re-evaluations, and revisions of IEPs, and the procedures relating thereto, are the responsibility of the CSE of the school district of residence (*see* 34 CFR §§300.22, 300.312 and 300.340 *et al*). HLA 2 will implement the IEP developed by the CSE and will cooperate with the district of residence to ensure that all services recommended in the IEP are provided.. As required by the IDEA, the regular education teacher will be involved in the development and implementation of the IEP. HLA 2 will provide substitute coverage for teachers as necessary to ensure they are able to attend CSE meetings.

*Instructional Supports for SWD:* HLA 2 will hire appropriately certified special education staff, and may contract with certified or licensed individuals and/or organizations to provide services, under the supervision of the HOS or designee and, when hired, the DSSS. HLA 2 will employ a minimum of 2 full-time special education teachers in its first year. One of the Special Education teachers will serve as special education coordinator until Year 3, at which time the DSSS will be hired to provide special education coordination, and supervise and evaluate all instructional intervention staff. Coordination involves overseeing HLA 2's Special Education program, which includes but is not limited to managing IEP record-keeping, ensuring compliance with all IEP requirements and regulations, managing the review and referral process, ensuring provision of services as mandated on IEPs, progress monitoring, and submitting all required reports in compliance with 34 CFR §300.750. The HOS will help to oversee this process. HLA 2 will add certified special education teaching staff based on the settings required of its enrolled SWD (HLA 2 intends to provide the following settings: resource room, SETSS and potentially ICT within a particular grade).

HLA 2's special education staff and service providers will support classroom teachers, work in the general education classrooms with SWD individually and in small groups, provide resource room services and serve as consultants to the overall school community. This staff will work with general studies, Hebrew, ESL and specials teachers to support the education of SWD in a manner consistent with and supportive of the students' IEPs. They will also ensure that teachers are knowledgeable about the needs of SWD, informed about their responsibilities for particular students, receive the support they need to implement each student's program, and implement any necessary modifications or accommodations in their classes. Every teacher of an SWD will be provided a copy of the student's IEP and corresponding information, training and support by the Special Education staff to ensure their understanding of the student's needs and their responsibilities to implement required modifications or accommodations. HLA 2 will ensure that the special education programs and services will be provided directly to the student during school hours. HLA 2 will provide support services to students to ensure that IEP mandates and measurable goals are met. HLA 2 will have a full time social worker for students whose IEP requires counseling. HLA 2 will work with the NYCSDOE to ensure that students receive: speech language pathology and audiologist services; psychological services; physical and occupational therapy; and other related services. SWD will receive their adapted curriculum work and specialized therapies in a setting in accordance with their IEPs. A special education teacher, paraprofessional or aide may sit with students to help implement the goals of

their IEPs. In the event that HLA 2 is unable to provide services in accordance with the student's IEP, it will rely on the school district of residence to provide services.

All teachers will receive on-going training regarding the education of SWD including during pre-opening PD each school year. PD will also address the needs of the SWD by emphasizing differentiation and ongoing assessment of work. As part of this, teachers will be fully trained in PRIM as well as the SWD referral process. HLA 2's embedded PD model provides additional time for ongoing training, planning and collaboration specifically related to the education of SWD. HLA 2 has selected instructional materials that will be utilized to provide academic intervention to SWD, including Wilson's *Foundations* for English language instructional intervention, *Leveled Literacy Intervention* (LLI) by F&P and the intervention components of enVisionMath Common Core. HLA 2's budgets are also aligned with the expected need to purchase other instructional materials as identified by HLA 2's special education professionals.

ELL Students: Upon entering HLA 2, all families are expected to complete a Home Language Information Survey (HLIS) in a language or format the parent or guardian best understands. This instrument will identify students that may be ELL and require further screening. Any student whose home language or first language is not English is then interviewed by the ELL Teacher to determine the student's oral proficiency in English. Once this screening process is completed, the ELL teacher conducts a formal assessment of any student who speaks little or no English to determine the student's level of English proficiency by administering the NYS Identification Test for ELLs (NYSITELL). Future assessments of the student's English language proficiency are conducted in the Spring using the NYS English as a Second Language Achievement Test (NYSESLAT), the only assessment used to determine ELA proficiency and exit from ELL status. Parents of any student who is entitled to a bilingual program will be informed in writing of their right to have the student placed in a bilingual program. If the parent chooses to have the student remain at HLA 2, they will receive an explanation as to how ELL services will be provided at the school. The student will be provided a special language instructional program that is designed to teach English, as well as the general curriculum as outlined in the ESL standards.

Instructional Support for ELLs: In order to move ELLs to English proficiency as quickly as possible, HLA 2 will have a certified ESL teacher beginning in Year 1. The ESL teacher will use sheltered English Immersion (SEI) strategies in both a push in and pull-out model. SEI is an approach for teaching content to ELLs in strategic ways that make the subject matter comprehensible (i.e. provide access to mainstream, grade level content—not watering it down) while promoting English language development. In the push-in model, the ESL teacher plans and works collaboratively with the classroom teacher to integrate language and content and infuse socio-cultural awareness to scaffold instruction. Language learning is further leveraged in GRR and RWW models within the “collaboration” component of both models, as research shows that students' language development is further supported through social interaction and contextualized communication which can be readily generated in all subject areas.<sup>18,19</sup> The ESL 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. This support includes adjusting their speech (paraphrasing, examples, analogies, elaborating student responses) to facilitate comprehension and participation in discussions when discourse is beyond their language proficiency level<sup>20</sup>. Another way the ESL teacher works in SEI within the classroom is by adjusting

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<sup>18</sup> Vygotsky, L. (1978). *Mind and society: The development of higher psychological processes* (M. Cole, V. John-Steiner, S. Scribner, & E. Souberman, Eds. And Trans.). Cambridge, MA: Harvard University Press.

<sup>19</sup> Tharp, R., & Gallimore, R.(1988). *Rousing minds to life*. Cambridge: Cambridge University Press

<sup>20</sup> Bruner, J. (1978). The role of dialogue in language acquisition. In A. Sinclair, R. Javella, & W. Levelt (Eds.), *The child's conception of language* (pp. 241-256). New York: Springer-Verlag.

instructional tasks so they are incrementally challenging (pre-teaching vocabulary before a reading assignment) and students learn the skills necessary to complete tasks on their own.<sup>21</sup> With SEI, ELLs receive the same academic content as English proficient students. All instruction is in English; however, the level of English used for instruction, will be modified if necessary. enVisionMath has a highly visual learning instructional approach that has embedded ELL strategies and activities to ensure ELLs' learning is scaffolded and differentiated. Teachers will be supported with PD to utilize SEI strategies for delivering content to ELLs in the English language. At HLA 2, students will receive instruction from their classroom teacher and, as needed, discrete ESL instruction from the ESL teacher. HLA 2 will use the new ESL standards document entitled, *The Teaching of Language Arts to Limited English Proficient/English Language Learners: Learning Standards for English as a Second Language* as a guide to ensure that ELLs meet the same standards as the general student population.

HLA 2 has chosen ELA instructional materials, including EngageNY ELA modules, Teachers College Reading and Writing Project curriculum and *Month by Month Phonics*, and academic intervention programs, EngageNY for ELLs, *Record of Oral Language*, Wilson's *Foundations*, F&P LLI, and Pearson's *Words Their Way* that will support ELLs' English language development. These curricula have strong phonics-based approaches with rich content and are ideal for an SEI approach. *The Record of Oral Language* provides specific information about a student's language development and control of English. Proficiency in oral language is considered vital for self-expression and communicating ideas. Wilson's *Foundations* and *Words Their Way* provides teachers with the tools needed to successfully engage children with language and print. *Foundations* is aligned with the findings of both the National Reading Council and the National Reading Panel and fully addresses the five components of reading: *phonemic awareness, phonics, vocabulary, fluency, and comprehension*. *Words Their Way*, endorsed by Teachers College Reading and Writing Project, is aligned with the instructional models we will use. *Foundations* and *Words Their Way* provide teachers and students with multiple tools for success with a focus on phonics and word work. They are: a framework of language and literacy development that integrates curriculum, assessment and instruction. Lead teachers attend *Foundations* training and turnkey to the staff. Additional webinars in both *Foundations* and *Words Their Way* provide ongoing PD, extensive teacher resources, engaging student materials; homes/school support, and ongoing assessment.

As described previously, GRR and RWW are supportive instructional models for ELLs. These unifying instructional approaches consist 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 small group instruction, students 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. enVisionMath Common Core uses visual models throughout its program to help students to make sense of problems. ELL strategies such as visual learning, modeling, partner talk, use of repetition, reporting back, and rephrasing support ELLs throughout their math experience. Science and social studies materials are replete with visual learning examples that include drawings, photographs, diagrams and the use of common objects which will help our ELLs "connect" abstract concepts to language. GRR and RWW 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 scaffold ELLs further, encourage language role models, and provide additional social and emotional supports.

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<sup>21</sup> Applebee, A., & Langer, J. (1983). Instructional scaffolding: Reading and writing as natural language activities. *Language Arts*, 60, 168-175.

*ELLs and Hebrew Instruction:* The PA for teaching Hebrew as it relates to ELLs is consistent with our approach to teaching Hebrew to English proficient students. Given Hebrew is taught by the Hebrew teacher solely in the Hebrew language, there is no need for an ESL instructor to support instruction. All students at HLA 2, native English speakers and non-Hebrew ELLs alike, will be “Hebrew Language Learners.” Because HLA 2 is a school with an emphasis on foreign language acquisition, all teachers are keenly aware of the processes involved with the acquisition of a new language and all students participate in a culture by which there is an ongoing sense of accomplishment in mastering a language not spoken in their homes. ELL’s are on a level playing field with other “Hebrew Language Learners” and can succeed in the acquisition of Hebrew giving them extra confidence in their language acquisition capacities in general.

*Professional Development:* HLA 2 will include training for teachers who are directly involved with ELLs as a part of the annual PD plan. The program will enhance staff appreciation for the ELLs’ native language and culture; provide information on the instructional techniques, methods, strategies and support services for ELLs; and introduce techniques to improve communication with parents of ELLs. PD will also address the needs of ELLs by emphasizing differentiation and ongoing assessment of work.

*Evaluation Standards:* The federal *No Child Left Behind Act* (NCLB) requires that English proficiency of all students who are ELLs be measured annually as part of school and district accountability. HLA 2 will administer the NYS ELA assessment to ELLs who have been enrolled in school in the United States (excluding Puerto Rico) for one year or more. 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.

*Continued Program Assessment and Modification:* HLA 2 will continually assess academic programs and services for ELLs at all levels using multiple, fair, and equitable measures. HLA 2 will use this information to determine student academic progress, as well as the level of English language acquisition. This information will also be used to modify program services to ELLs, where necessary, determine if exit criteria has been met, and to report outcomes.

*Students At-Risk of Academic Failure:* Students who struggle with ELA and math proficiency and those identified as eligible for services under Title I will be identified for academic intervention services based on their performance on NYS ELA and Math assessments, NWEA or F&P BAS. Similar to the process for identifying ELLs, criteria will be established in both Reading/Language Arts and Math on these assessments. Students who perform below established criteria will be eligible for AIS including those funded through Title I. Other factors that will warrant a designation of students at risk include behavioral issues, teacher recommendations, and failure to respond to PRIM interventions.

*Response to Intervention Strategies:* Based on the data from student assessments, HLA 2 will implement reading and math intervention strategies. As with the RtI described for SWD, there is a process before students are identified as AIS or Title I. Small group instruction, conferring, scaffolding through partnerships, and the intensive support of a second teacher are all components of our RtI package.

The use of SEI by the ESL Teacher in core subjects to address the needs of ELLs is also a strategy that provides universal access to *all* students. Students from economically disadvantaged backgrounds may suffer language deficits due to the lack of language exposure. While they may not be ELLs, research shows that children from poverty level backgrounds face challenges and deficits in English language acquisition and development.<sup>22</sup> Thus, students at-risk of academic failure will also benefit from SEI strategies that will be utilized by the ESL teacher and incorporated by general studies teachers to provide access to mainstream, grade-level content, and to promote the development of English language proficiency. The CST will review behavior and academic performance, interview teacher(s), and consult

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<sup>22</sup> Farkas, George; Symposium on Utopian Visions: Engaged Sociologies for the 21st Century. *Contemporary Sociology* 29, number 1 (January): 53-62

with parents and offer recommendations. A referral to the CSE will be considered only when it is documented that the interventions were insufficient to address the student's needs.

If there is no improvement in the student's academic or other areas of concern the student will receive intensive academic intervention. HLA 2 will have a certified Reading Specialist beginning in its first year to provide supplemental ELA support to special learning groups within HLA 2, for instance Title I students and ELLs. The Reading Specialist will work collaboratively with classroom teachers in both a push-in and pull-out model to effectively address academically at-risk students' needs. HLA 2 has chosen *The Record of Oral Language* by Marie Clay as its academic intervention curriculum. ELLs and many SWD have trouble mastering the structures of oral English, which inhibit their ability to learn, speak, read, and write effectively. *The Record of Oral Language* provides a clear indication of the challenges facing language-deficient students and the most appropriate action to assist them. *The Record of Oral Language* is relevant for all learners, regardless of age, who are new to the language, and can be used up to five years from first learning English. Based on assessment data, HLA 2 will use small-group language experience, read-to and shared reading methodologies aimed at developing vocabulary and oral language structures. Over time, students will move into guided reading groups where their language development will continue to be supported. HLA 2 will also utilize other reading intervention programs—Wilsons *Foundations*, F&P LLI and Pearson's *Words Their Way*.

The DCI will serve as the Title I coordinator, until Year 3 when the DSSS is hired and will assume this role, and will oversee the academic intervention programs targeting this population of students, including:

1. *Implementation and documentation of academic intervention services by classroom teachers and the reading specialists. Examples of intervention services are:* extra small group guided reading sessions, the use of research-based reading intervention programs and strategies for Title I students and in need of academic intervention and remediation, supplemental utilization of reading material, individualized or small group tutoring, extra small group mathematics support, creation of supplemental specialized mathematics stations for targeted practice, supplemental manipulatives and supplemental one-to-one instruction.
2. *Intervention and documentation by the Social Worker to support family participation in promotion of academic growth of student. Examples of supplemental intervention services are:* guidelines to support at-home reading and/or mathematics skill and comprehension, and, creation of at-home work space and time, coordination and outreach for additional academic support services like tutoring and/or counseling; and promotion of school-family partnership providing consistent language used by school and home in discussing reading, writing, and math.

Intervention specialists (reading specialist, ESL Teacher) will have daily blocks of time to provide targeted AIS to students identified at-risk of academic failure. HLA 2 will offer an intensive 4 week summer academic intervention program and, beginning in Year 3, a week-long LRP during winter recess for students struggling in ELA and math, as discussed in *II.B. School Schedules and Calendars*. Both summer school and the LRP are full-day intervention programs providing intensive support to students who are falling short of proficiency standards in ELA, or math or for whom promotion is in doubt. Children will receive full day instruction, provided by general studies teachers and academic intervention specialists. Although not mandatory, parents of struggling students will be encouraged to have their child attend the LRP or Summer School should their child be recommended to do so.

Throughout the year, teachers and instructional specialists with oversight and support from the DCI, DHCI and DSSS, when hired, will evaluate the progress of the struggling students. HLA 2's instructional model facilitates teacher's ability to make real time modifications to lesson plans and instructional strategies to address the needs of struggling students. Their performance will also be measured using F&P Benchmarks, formative and summative assessments and standardized and benchmark assessments like the NWEA and the NYS tests. Item analysis of assessment data will allow us to monitor progress. Students meeting benchmarks will no longer be considered students in need of academic intervention.

*Instructional Staff and Support:* All instructional staff will be involved with providing instruction to struggling students. The HOS, DCI, DHCI and the DSSS, when hired, will provide support and guidance to all teachers to ensure all students meet or exceed HLA 2's learning standards. HLA 2 will have the following instructional specialists: (1) Reading Specialist who works collaboratively with the classroom teachers in both a push-in and pull-out model; (2) Special education teachers who are devoted to meeting the needs of struggling students with IEP's; (3) ESL Teacher who is dedicated to meeting the needs of struggling students who are also classified as ELLs; and (4) Social Worker who provides counseling to students and families with personal and family issues. When the DSSS is hired, he or she will have oversight of the HLA 2 intervention program and intervention staff.

*Accelerated Learners:* Students are accelerated learners when they exceed proficiency standards in ELA and math as measured by the NYS ELA and Math test, NWEA reading and math and F&P BAS. Students may also be advanced in their proficiency of the Hebrew language as determined by the Hebrew language assessment.

As discussed previously, GRR, RWW and the co-teaching instructional model allow teachers to individualize instruction to meet the needs of special populations of students. During independent work time teachers may engage accelerated students on individualized research projects that requires their developing internet research capacities in order to obtain and read more advanced treatments of a specific subject and leveled classroom libraries support accelerated readers in continuing to advance their reading and comprehension skills. Each classroom will be equipped with appropriate resources and technology that will facilitate accelerated students' engagement in their work. The PA also supports the acceleration of students who demonstrate advanced skills in Hebrew.

HLA 2's embedded PD model will support teachers in differentiating their lessons to address the needs of all learners, including accelerated learners. Teachers will be expected to produce lesson plans that show evidence of differentiated instruction for special student groups. The lesson plans are expected to also indicate how s/he will assess students' attainment of the goals and objectives of the lessons. Accelerated students will also be the subject of the CST and teachers will engage in conversations around strategies to continue to accelerate the advanced students. enVisionMath Common Core provides lesson plan guidance on three levels: intervention, on-level and advanced. In addition to the advanced level, enrichment activities are provided to further extend beyond the advanced level.

Throughout the year, teachers and instructional specialists with oversight and support from the instructional leadership will evaluate accelerated students' progress. Advanced student performance will also be measured using the F&P Benchmark Assessment System, formative and summative assessments and NWEA and the NYS tests and in the Hebrew Oral Proficiency Interviews. Analysis of assessment data will allow us to determine if academically accelerated students are being continuously challenged.

*Evaluation of Programs for Special Populations:* HLA 2, with support from HCSC EDNYC, will engage in a consistent process for the evaluation of its programs and services for all students, including those programs and services specifically for its special populations. The "Monitoring for Results" system described in *III.D. Evaluation*, enables us to make adjustments and revisit goals and expectations of our programs for SWD, ELLs, students at-risk of academic failure and academically accelerated students. These programs and services will be assessed on an ongoing basis using disaggregated student performance data.

For SWD and ELLs, HLA 2 will use this information to determine student progress against not only IEP goals or level of English language acquisition but against HLA 2's overall accountability goals and will modify programs and services. The special education teacher serving as SEC and then the DSSS, when hired, will provide a report to the HOS twice a year on the academic progress of SWD. Progress will be compared to their goals set forth on their IEP's. Students' progress will also be reported to the BOT Education Committee. In addition, semi-annually, the HOS, and the DSSS when hired, will conduct a

comprehensive review of ELLs' 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 Education Committee of the BOT.

For students at-risk of academic failure and for students who are academically advanced, HLA 2 will use this information to determine student progress against HLA 2's overall accountability goals; will modify Title I and academic intervention programs and services, and its programs and supports for advanced students, respectively, where necessary. This information will be shared with the HLA 2 Education Committee. Efficacy measures of special programs and services will be a part of the academic dashboard that the BOT will review at its meetings. These performance indicators will indicate whether student data is aligned with expected goals which the BOT will utilize to review a report of performance indicators that aligns specific data with expected goals.

### III. Organizational and Fiscal Plan

**A. Applicant/Founding Group Capacity:** There have been no new additions to the HLA 2 Applicant Group named in our Letter of Intent submitted on 2/10/15, all the members of which will form the founding Board of Trustees (BOT) should HLA 2 be authorized. U.S. Congressman Hakeem Jefferies recently reaffirmed his intention to refer an individual to join our Applicant Group; however, he was not able to do so for this submission. Should HLA 2 be authorized, we look forward to presenting this individual to NYSED for approval to be seated on the BOT.

*Applicant/Founding Group Origin:* In 2013, Applicant Group members David Gedzelman, Eli Schaap and Aaron Listhaus and HCSC staff began to discuss the idea of bringing a Hebrew language charter school to CSD 21 in response to community interest. Their work with HLA in CSD 22 (David and Eli are HLA BOT members) made them keenly aware of the community interest in CSD 21 for such a charter school. Over the years, HLA has received an increasingly significant number of applications from children who resided in CSD 21 despite the fact HLA was not engaged in active recruitment there and there was little chance that these out-of-district children would receive a seat in the school given the sheer number of children applying from CSD 22. Thus, opening HLA 2 in CSD 21 would be responsive to parental demand. In addition, the racial, economic and language diversity of CSD 21 and the need for quality charter school options made this district especially attractive as a setting for a Hebrew language charter school. Community outreach began in late 2013 to assemble a team, including individuals with ties to the CSD 21 community, that would together have a range of skills and expertise necessary to launch and lead HLA 2.

*Proposal Development:* The HLA 2 Applicant Group engaged consultant Mary Grace Eapen to develop the full written proposal. In addition, Cliff Schneider, Esq. from Cohen Schneider O'Neill LLP provided legal review. Mary Grace and Applicant Group member Aaron Listhaus who is HCSC's Executive Director for National Programs functioned as the primary authors of the application. The founding group members were asked to provide input, review and comment on aspects of the charter application based on their areas of expertise. Pertinent members worked closely on budget development and facility planning. Members with deep ties to CSD 21 supported the community outreach work. While the education program is based on the model used by HLA and HHLA and supported by HCSC, we carefully reviewed input from the community, including from the stakeholders surveys, to determine how, if at all, any of the existing model needed to be modified for CSD 21. Interviews with charter school operators and high performing CMO leaders were conducted to cull best practices. Members of the founding group communicated frequently by phone and e-mail throughout the entire process. The full founding group convened, by phone and in person, as needed.

**B. Board of Trustees and Governance:** *Table 1 Applicant Group Information* contained in our Letter of Intent contains the required information for each member of the proposed HLA 2 founding BOT. No new

members have been added since the submission. We have re-submitted Eli Schaap's Attachment 5(a) to include updated information we received from Leiden University in the Netherlands regarding his degree which was not available at the time of the Letter of Intent submission. As is evident by each member's relevant skills and experience, which includes charter school governance, legal, charter school start-up and implementation, K-12 education, youth development, fundraising, charter school management, finance, real estate and community engagement, the founding group has the requisite skills and experience to successfully launch and oversee the start-up and implementation of HLA 2. The By-Laws provided in *Attachment 5b* provide more detail regarding Board Terms (Article III, Sec. C, Paragraph 4) as well as the Procedure for Conducting BOT Meetings including Public Notice (Articles V and VI), Public Notice of Charter School BOT Meetings (Article V Sec. H) and the Method of Appointment or Election of Trustees (Article III Sec. C).

*Administrative Relationship between Trustees and the Board of Regents:* We understand the charter agreement is between HLA 2's BOT and the Board of Regents. All decisions will be guided by the approved charter agreement. The Trustees must seek approval prior to making a decision materially different from any provision in the charter. HLA 2 expects to receive in each year of the charter term inspection visits conducted by NYSED staff and external consultants contracted by NYSED. HLA 2 will submit an annual report to the Board of Regents detailing the academic and fiscal performance of HLA 2. This includes but is not limited to: (1) information related to student academic performance; (2) a description of HLA 2's progress in achieving its Accountability Plan Goals; (3) a certified financial statement and HLA 2's most recent independent audit report; and (4) a demonstration of HLA 2's success in meeting enrollment and retention targets of special populations. HLA 2's BOT and leadership team will also ensure that all reports and data required by the authorizer will be delivered accurately and in a timely manner.

*Roles and Responsibilities of the Board and Its Officers:* The BOT is the School's oversight and policy-making body. The BOT may delegate certain responsibilities and duties to HCSC, the School's Head of School (HOS) or other staff directly related to the School's daily operation, under the following conditions: (a) that the school staff and HCSC will operate with oversight from the BOT; and (b) that the BOT is ultimately responsible and accountable for the actions of any person to whom or entity to which responsibility has been delegated, and for any and all obligations, programs and policies of the school. A more complete discussion of the organizational structure of the school is provided in *III.C. Management and Staffing*.

BOT responsibilities include setting the budget, determining annual priorities, formulating major policy, overseeing HLA 2's compliance with relevant laws and regulations and School charter, and raising funds to support the growth of HLA 2. The BOT will receive support from HCSC in undertaking its responsibilities as part of its management agreement with HCSC (see *Attachment 6b Proposed CMO Agreement*). Specifically, among the BOT's responsibilities are:

- Ensuring that HLA 2 implements its programs in a manner consistent with the mission, goals, terms and conditions of its charter, including all applicable state and federal laws and regulations.
- Operating at all times in compliance with HLA 2's Code of Ethics and overseeing the implementation of all policies governing the operation of the school.
- Overseeing implementation of the educational program to ensure the charter school operates in an educationally sound manner including approving and ensuring that HLA 2 progresses toward and fulfills its goals and objectives set forth in the charter and Accountability Plan.
- Conducting the annual evaluation of HCSC.
- Overseeing and giving final approval for hiring the HOS and the evaluation of his or her performance annually by HCSC
- Overseeing the evaluation of the staff by the HOS or his or her designee.

- Approving HLA 2's annual budget, reviewing regular financial updates, and ensuring that the school operates in a fiscally sound manner, including adequate internal financial controls.
- Providing support to the School as necessary with additional fundraising, marketing and other services.
- Hearing and making determinations regarding complaints submitted to the BOT in a timely manner pursuant to HLA 2's complaints process.

(Further details specifying the roles and responsibilities of the BOT are included in *Attachment 5(b) By-Laws*.)

The BOT will use data to help ensure the quality of its decision-making. Student assessment and achievement data will be collected, managed and stored in a secure data warehouse that provides online access to data and presents it in comprehensive and understandable reports. The BOT will require HCSC and HLA 2's management to prepare reports and/or make BOT presentations on a regular basis regarding a variety of data, including ongoing assessment results, state test results, attendance/disciplinary information and relevant personnel-related data.

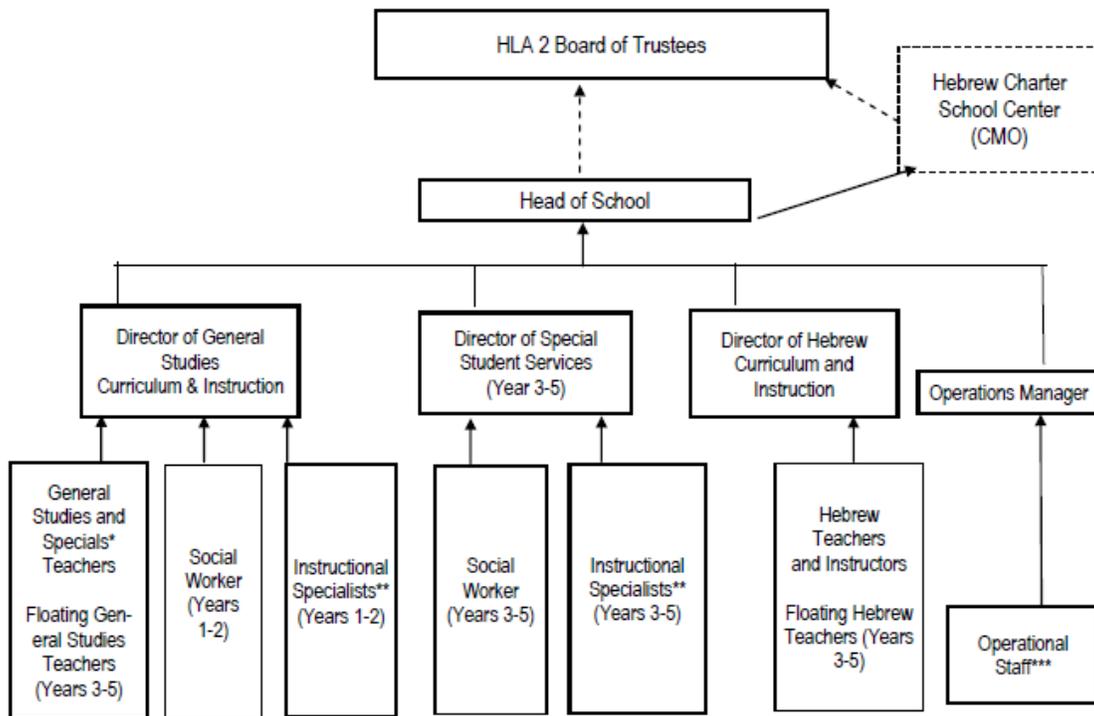
The BOT will be comprised of no less than 7 and up to 15 members and will include the following Officer positions: Chair, Vice Chair, Secretary, Treasurer (see by-laws for full position descriptions). Much of the work of the BOT will be conducted at the Committee level. HCSC will support the work of each Committee. Initially, the BOT will have five standing committees, each consisting of at least three members, except for the Executive Committee, which shall have at least five members. Per the bylaws, the BOT may establish ad hoc committees as needed. The standing committees are:

- The Executive Committee, chaired by the BOT Chair, will facilitate effective decision-making by the BOT. Comprised of the Chair and officers—the Executive Committee is responsible for: a) planning BOT meeting agendas; b) making decisions on behalf of the full BOT; and c) serving as a communication link with other BOT members.
- The Finance Committee, chaired by the Treasurer, coordinates the BOT's financial oversight responsibilities. This Committee is responsible for developing annual budgets in conjunction with the short- and long-term plans of HLA 2. 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 BOT for review and vote. Additional responsibilities include oversight of the school's auditing, facilities and financial management initiatives. The Finance committee works with the HOS and contracted accountant.
- The Education and Program Committee works to ensure the school is meeting its accountability goals related to student achievement, helps ensure the academic quality and credibility of the school as an academic institution and supports the HOS in the maintenance, promotion and improvement of the academic standards set forth in the charter. The primary responsibilities of this Committee include: a) Analysis of student performance data b) Monitoring of teacher recruitment and retention data; c) Annually reviewing proposed school calendar and PD plan
- The Governance and Nominating Committee will ensure that current BOT members continue to build their capacities to serve the school and that there will be a pipeline of qualified individuals to serve on the BOT. This committee, supported closely by HCSC, would engage in prospecting, contacting and recruiting new individuals to serve on the BOT and orienting, supporting, providing ongoing training and evaluating HLA 2 BOT members. This committee will nominate new individuals for BOT membership and nominate members for officer positions.
- The Separation of Church/State Compliance Committee will oversee HLA 2's careful compliance with all laws governing the Separation of Church and State. This Committee will develop a detailed plan by which the entire staff and faculty is trained and monitored concerning the separation between church and state. Both the HOS and this Committee will confer with Constitutional counsel.

*Parent and Staff Involvement in School Governance:* HLA 2 will facilitate the development of a Parent Organization (PO). At BOT meetings there will be a regular agenda item for the PO to report on their work or any school issues. Parents may also participate as members of standing and ad hoc Committees. More detail on parent involvement in the school is provided in *III.I. Family and Community Involvement*. The School will encourage at least one teacher volunteer to attend every BOT meeting. A regular agenda item will be reserved for teacher feedback. The HOS and the BOT will promote staff involvement in school improvement initiatives such as the Title I School-Wide Planning process and on ad hoc committees.

*Board Recruitment and Development:* The BOT is cognizant of the need to continually recruit new members. The Governance and Nominating Committee will ensure that BOT composition reflects the needs of the growing school and the community it serves. This Committee will also plan a formal program of BOT training and development for all members. In addition to new BOT member orientation, the Committee will be responsible for planning an annual and ongoing BOT education and training program for all Trustees, including preparing Trustees to take officer positions. PD service providers will be identified and contracted by HCSC to support HLA 2's BOT training needs.

### C. Management and Staffing



\*Specials Teachers include: Music Teacher, Physical Education Teacher and Art Teacher (hired in Year 3).

\*\*Instructional Specialists include: Reading Specialist, Special Education Teachers, ESL Teacher. They report to the DCI until Year 3 when the Director of Special Student Services is hired.

\*\*\*Operational Staff include: Bookkeeper, Office Manager, School Nurse and School Aides.

The organizational chart illustrated above establishes clear reporting lines and accountability. It also ensures that the instructional leaders and teachers have the support they need to focus on delivering an excellent academic program. The roles and responsibilities of the BOT are described previously in the *III.B. Board of Trustees and Governance and Attachments 5b and 5c*. The HOS acts under the support of the HCSC, HLA 2's CMO, and under the authority of and with oversight by the BOT and is responsible for management of the school's academic programs and fiscal and business operations. The HOS and school

staff, with support from HCSC, will be responsible for implementing the educational and fiscal programs in accordance with BOT policies and the School's charter.

The HOS is the school's leader, setting the academic and cultural expectations. To support the HOS and ensure fidelity to the charter, the BOT will contract with and delegate the bulk of the HOS' day-to-day support and guidance to HCSC, including his or her formal annual evaluation. HCSC' annual evaluation of the HOS is presented to and reviewed by the BOT and the BOT uses this evaluation document as the basis for its decision to renew the HOS' contract the following year. (More detail on the evaluation of the BOT, HOS, staff and HCSC are provided in *IIID. Evaluation* and includes information on how these processes are driven by relevant performance data, including student assessment data and the role of staff evaluation in contract renewal and compensation.)

The HOS will oversee the administration of HLA 2 and be supported by a leadership team composed of the Director of General Studies Curriculum and Instruction (DCI), Director of Hebrew Curriculum and Instruction (DHCI), Director of Special Student Services (DSSS) and Operations Manager (OM).

As the primary instructional leader, the HOS is responsible for all aspects of curriculum, instruction, assessment, teacher support, evaluation and PD. The HOS delegates the management of the General Studies and Hebrew curriculum and instructional program to the DCI respectively DHCI. Prior to Year 3 when the Director of Special Student Services (DSSS) is hired, the HOS will delegate management of the instructional intervention program and staff (Special Education, ESL and Title I) to the DCI. During the first two years, the HOS will designate a certified special education teacher to carry out special education coordination services under his or her direction. In year 3, the DSSS will have management and oversight responsibilities for the instructional intervention program and staff and will report directly to the HOS.

The DCI, DHCI and DSSS when hired, with oversight from the HOS and support from HCSC, have the responsibility to engage and support their respective instructional staff in developing a rigorous state standard aligned curriculum, assessments, PD, and pacing guides for their respective areas. The DCI, DHCI and DSSS, with support from HCSC, have an overarching responsibility to guide and support teachers in their delivery of instruction in the classroom through the use of assessment to drive instruction. They will accomplish this through their role in designing and coordinating the PD program at the School. Details on the PD program is provided in *III.E. Professional Development*.

The HOS manages the Operations Manager (OM) who, with support from HCSC's Director for School Operations, has the overall responsibility for managing all operational aspects of the school, including building maintenance and security through a contractual arrangement with an outside entity. Specific responsibilities of staff are provided in Attachment 8(a).

The School will contract with Charter Schools Business Management (CSBM), or similar organization, to manage day to day financial operations, which will be implemented by the school's full time Bookkeeper, in coordination with and oversight by HCSC's Director for School Operations, the HOS and BOT Treasurer. CSBM (or like organization) , with support from the bookkeeper, HOS and HCSC's EDNYC and staff, will prepare and report on the school budget, the annual operating and capital budgets, balance sheet, and cash flow projections. The process for and roles involved in preparing and approving the school budget is provided in *III.D. Evaluation*.

The HOS has overall responsibility for setting the school's priorities aligned with the charter and BOT's goals. At all times, discussions will be supported by quantitative and qualitative student, operational and fiscal data. The school leadership team (DCI, DHCS, DSSS and OM) will make recommendations to the HOS increase performance outcomes in areas of their purview. HOS will evaluate recommendations, prioritize against budgetary limits, staffing capabilities and other constraints and make key decisions regarding evaluation, retention and PD. The HOS will determine organizational changes necessary to implement recommendations (including, how they impact current and future annual budgets).

The HOS will discuss the above with HCSC's EDNYC outlining those recommendations with supporting evidence. HCSC's EDNYC will involve the National Program team for additional data analysis, research into best practice, experiences from network schools and seek input from Directors of Education based on their observations at the school. Plans will be referred to BOT and/or legal counsel if necessary. The HOS ensures that HLA 2 and its programs operate responsibly and in full compliance with all regulations that apply.

The following table provides the staffing plan over the first charter term:

Number (FTE) in Position					
	Year 1	Year 2	Year 3	Year 4	Year 5
Grades Served (Enrollment)	K-1 (166)	K-2 (249)	K-3 (328)	K-4 (403)	K-5 (474)
Head of School	1	1	1	1	1
Director of General Studies Curriculum and Instruction	1	1	1	1	1
Director of Hebrew Curriculum and Instruction	1	1	1	1	1
Operations Manager	1	1	1	1	1
Bookkeeper	1	1	1	1	1
Director of Special Student Services	0	0	1	1	1
Office Manager	1	1	1	1	1
School Aides	2	3	3	4	4
General Studies Teacher	6	9	12	15	18
Hebrew Teacher	2	3	4	5	6
Hebrew Instructor	4	6	8	10	12
ESL Teacher	1	1	1	1	1
Reading Specialist	1	1	1	1	1
Special Education Teacher	2	3	4	5	6
Music Teacher	1	1	1.5	2	2
Physical Education Teacher	1	1	1.5	2	2
Art Teacher	0	0	.5	1	1
Floating Teachers	0	0	2	2	2
Nurse	1	1	1	1	1
Social Worker	1	1	1	1	1

Our staffing structure over the five years is aligned with our educational and operational model and fully addresses the needs of the students we expect to serve. The above staffing chart includes the necessary administrative and instructional staff contemplated in the operational and academic program for general education students, SWD, Title I students and ELL students, and takes into consideration the needs of our projected student enrollment and growth plan, our co-teaching model, and the fiscal impacts thereof. The staffing plan is also aligned with the intervention specialists that are needed to implement HLA 2's comprehensive approach to addressing the needs of at-risk populations as described in *II.G. Special Populations*. Finally, our budget plan in *Attachment 9* incorporates this staffing plan in addition to the other than personnel costs associated with implementing all aspects of the school as outlined in this charter.

Recruitment of the HOS, DCI and DHCI: HCSC will begin recruitment of the HOS immediately upon authorization of HLA 2. Please see *Attachment 8a Hiring and Personnel Policies and Procedures* for a detailed HOS' job description and the minimum qualifications and experience. The recruitment, retention and development of the school leader is a matter of great importance because effective leadership is vital

to improving and advancing student learning. To attract and retain qualified school leaders,<sup>23</sup> HCSC will guide HLA 2 in creating and implementing a model hiring process for its school leader that includes a thoughtful national recruitment strategy and provides basic training on selection to the BOT. The HOS hiring process will include the following steps: <sup>24</sup> (1) Recruitment, during which HCSC will engage in intensive efforts to attract a large and diverse pool of prospective HOS candidates. Candidates will be recruited through various methods including networking with relevant educational organizations and nonprofits, and the posting of ads in the *New York Times*, Education Week, at graduate programs for educational leadership, business and nonprofit management, the National Charter School Alliance, the NYC Charter School Center, the Foundation Center, and on-line career websites; (2) Initial eligibility screen, through which HCSC's EDNYC will make a preliminary assessment as to each candidate's basic eligibility for the HOS position without making any further determination as to the individual's actual competency as a school leader; (3) School competency screening, whereby the candidate will be evaluated by trained HCSC staff against an objective set of criteria for school leadership and either recommended for hiring or dismissed from the hiring process; and (4) School fit panel interviews, during which a diverse group of school representatives (comprised of members of the BOT as well as key advisors whose insight and experience with charter schools and nonprofit leadership will add value to the process) will make a recommendation to the BOT as to the candidate's potential fit with their school. Following the school fit panel interviews, the BOT will formally interview, consider and approve the hire.

Upon the hiring of the HOS, HCSC will engage in a similar process for the recruitment and hiring of the DCI and DHCI under the direction of the HOS, with consultation and consent of the BOT. Minimum qualifications for these positions are provided in *Attachment 8(a)*.

**Teacher Recruitment and Retention:** The quality of the teacher in the classroom is the most important driver of student success. As a result, the recruitment, development, and retention of great teachers are constant priorities for the school and HCSC. Teacher recruitment, like HOS recruitment, is a crucial service that HLA 2 will receive from HCSC.

HCSC will employ a comprehensive strategy that includes extensive advertising and outreach to top schools of education. All teachers will meet the federal guidelines for highly qualified teachers, and HCSC will ensure that teachers meet applicable certification requirements. HCSC will target teachers with a minimum of three years of classroom experience.

Under the direction of the HOS supported by the DCI and DHCI, HCSC will recruit highly qualified candidates to fill teacher positions and meet its educational needs. Staff selection shall be based on skills outlined in the relevant teacher job description contained in *Attachment 8a*. HLA 2 teaching staff will be expected to fulfill their individual responsibilities and work effectively in concert with administrators and with the other members of the teaching staff. In selecting and hiring teachers, the school will comply with state laws regarding certification and with the requirements of the No Child Left Behind Act (or its successor laws, if applicable) including not exceeding the proportion of uncertified teaching staff allowed by law should such teachers be top candidates.

The teacher recruitment and hiring process will include the following phases: *Screening*—Prospective employees will complete an employment application, which will request information related to prior work experience, special skills and academic credentials and will also provide consent to check references. HCSC will require candidates to submit a résumé and will retain both the application and the résumé in its school employee files. The screening process will comply with all applicable law and school policy; *Interviewing*—HCSC' interview process, which may take place by telephone or videoconference, is

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<sup>23</sup> Improved Principal Hiring: The New Teacher Project's Findings and Recommendations for Urban Schools, The New Teacher Project, September 2006, <http://www.broadeducation.org/asset/1128-tntpimprovedprincipalhiring.pdf>

<sup>24</sup> Ibid.

designed to help the HOS in collaboration with HCSC staff determine whether a candidate possesses the necessary skills to be a productive staff member, agrees with and can work in a manner consistent with the school's instructional philosophy and culture and is prepared and capable of working cooperatively with colleagues, administrators, parents and students. HCSC recommends candidates to the HOS who has been delegated all teacher hiring and retention decisions. Candidates for teaching positions will be requested to provide a sample lesson and/or portfolio and will be asked to teach a demonstration lesson at the school (or other network school prior to HLA 2's opening) and be observed and interviewed by the HOS, DCI or DHCI; *Checking References*—HCSC has an absolute policy of calling references provided by the employee, as well as contacting former employers. The BOT recognizes that an employer may be found liable for harm caused by an employee if the employer failed to discover something in that employee's past that a reasonable degree of investigation would have uncovered, and if this information would have revealed a distinct possibility of harm.; *Offering Employment*—The BOT will offer employment through a job offer letter and, in most cases, a phone call. The HLA 2 job offer letter will include at least the following: job title or position offered; salary, benefits and perks offered; instructions to accept or decline the job offer; and where appropriate, a statement that the employment will be at-will; and *Fingerprinting*—Before employees can begin working, they must clear the SED fingerprint screening process.

HLA 2 will have a firm policy of hiring only highly qualified and appropriately certified teaching staff for core subjects and intervention (i.e. Special Education, Reading Specialist and ESL teachers). However, HLA 2 may find high quality candidates for instance in such subject areas as art, music, technology and physical education who do not have appropriate teaching certification but who are professional musicians, visual artists, tech experts or athletes with the complementary skills and experience as educators, who engage students in learning experiences in, through and about their content area. In those cases, should such a candidate be considered the best fit for the position, HLA 2 will comply with NYS law regarding the hiring of no more than the lesser of 30% or five members of our teaching staff who do not possess required certification. It should be noted, however, that given the challenges in finding NYS certified Hebrew teachers and in recognition of the fact that we will always have at least one certified teacher in the Hebrew classroom in a two-member Hebrew co-teaching team, HLA is proposing to have a Hebrew Teacher category (individuals possessing appropriate NYS certification) and Hebrew Instructor category (individuals who do not yet possess teacher certification and co-teach with the Hebrew teacher). HLA 2 ensures that there is at least one certified Hebrew teacher for each grade level to support our co-teaching model in Hebrew. Likewise, since Hebrew teachers and instructors also co-teach with certified general studies teachers during social studies and science there is always at least one certified teacher in those classrooms. We believe the "no more than the lesser of 30% or 5 teachers" may be uncertified requirement does not anticipate a co-teaching instructional model like ours in which there are at least 2 instructional staff members in a classroom simultaneously providing instruction, of which at least one member will always be a certified teacher. HLA 2, with support from HCSC, will work with any uncertified teacher to develop a plan to become NYS certified in their respective areas within a designated period of time.

HLA 2 will comply with all federal, state and local laws and requirements regarding the hiring of staff and will not discriminate in hiring, employing, contracting, or retention for reasons of race, sex, age, religion, disability, sexual orientation or other reasons prohibited by local, state or federal law.

*Retaining Teachers:* HLA 2's PD program including its focus on Career Pathways, described in *IIIE*. *Professional Development* will be a central strategy for developing and retaining effective teachers. Our PD program gives teachers the opportunity to develop their instructional craft, to take leadership and ownership of their own learning and that of their colleagues, and to be recognized for excellence through taking on teacher leadership opportunities through HLA 2's Career Pathways. While all teachers are encouraged to take ownership of appropriate instructional and programmatic decisions through grade-level teams, HLA 2

will promote formal and informal opportunities for teachers to participate in schoolwide planning, as well as having a standing item on HLA 2 BOT meeting agendas for teachers to present.

To ensure that HLA 2 attracts and retains its high-quality teacher staff, as reflected in our budget, we will offer competitive compensation, as well as medical and retirement benefits, commensurate with that other similarly situated NYC charter schools. Contract renewal and subsequent increases in individual teacher's compensation will be based upon performance evaluation, and best practices in teacher retention. At this stage compensation decisions will be based on a Broadband System<sup>25</sup>. The Broadband System consists of three overlapping salary bands, giving administrators more flexibility in offering differentiated salaries related to workload, performance, and reward systems. The benefit of this approach is that each band can be defined by differing expectations for workload, performance and skill-set. To further encourage the long term retention of our teachers, HLA 2 will offer a retention bonus at three to five year intervals for teachers who continue their careers at HLA 2 over time. The budgets reflect all aspects of this compensation package. Additional details regarding the school's personnel policies and procedures, including job descriptions for key staff members are found in *Attachment 8a*. Additional information on the role of HCSC in staff recruitment is provided in *IIIC.1. CMO and Attachment 6a CMO Information*.

### C.1. Charter Management Organization

We intend to contract with a charter management organization.

HLA 2 will partner with the Hebrew Charter School Center (HCSC) to provide a range of essential services. The relationship between the school and HCSC is codified in an Educational Services Agreement (Agreement), see *Attachment 6b* for draft Agreement, which describes the roles and responsibilities of HCSC and the school and will establish the management fee that the school will pay to HCSC. The term of the Agreement is five consecutive school years, but can be terminated in a given year by the BOT upon the evaluation of the services provided by HCSC, which include but are not limited to: (1) Education and Instruction-Related Services; (2) Business Operations Support; (3) Human Resources and Employment-Related Services; (3) Budgeting and Financial Services; (4) Student Recruitment; (5) Governance and Leadership Support; (6) Marketing and Communications; (7) Fundraising; and (8) Research and Evaluation. The draft Agreement in *Attachment 6b* provides detailed provisions on termination and the causes by which the school or BOT may terminate its relationship with HCSC.

HCSC Role in Management, Operations and Governance: The services provided by HCSC will support the school's efforts to realize its mission and successfully implement its educational program by allowing the school to concentrate on driving student achievement and by helping the school leverage the highest quality talent and information needed to do so.

HCSC's role is, first and foremost, to ensure that HLA 2 meets the academic and operational program goals set forth in its charter. To this end, HCSC holds HLA 2's staff leadership accountable for their performance through defined goals and metrics. These goals and metrics establish clear and transparent measures by which the BOT, school leaders, parents, and staff can judge the academic, operational, and financial effectiveness of the school. The targets set for the school are designed to meet and exceed Accountability Plan goals required for charter renewal. See *IIIE. Professional Development* for a discussion of the PD HCSC provides in support of this goal.

HCSC's centralization of certain functions – recruiting, fundraising, financial oversight, and operations – will allow schools under its management to deliver higher quality services at lower cost than a school could on its own. Further, HCSC enables the teachers and school leaders to focus almost exclusively on

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<sup>25</sup> *Compensation Experiments: Resources for Independent Schools. Pay for Performance, Broad Band, and Faculty Rank Systems. Patrick F. Bassett. Updated: December 12, 2011 [www.nais.org/resources/article.cfm?ItemNumber=148040](http://www.nais.org/resources/article.cfm?ItemNumber=148040)*

instructional activity. A key element of this support is acting as a liaison between the school and the BOT, so as to ensure that the BOT has access to the information it needs to carry out its governance responsibilities, providing more time for the HOS to focus on instruction. HCSC team members also act as staff to each BOT in the network, providing requested services like recruiting and vetting prospective BOT members. While the BOT has final decision rights over its own membership, HCSC helps ensure that it has a strong pipeline of mission-aligned candidates to choose from.

While having the best teachers and leaders is a key part of the school model, it is clear that finding, developing and retaining the best people requires a set of organizational capabilities that is beyond the capacity of most individual schools. By centralizing certain talent development functions and supporting schools with others, HCSC will build systems and processes to bring the very best people to the school, provide them with the very best in PD and career growth, and monitor and react to the issues they face in their work to ensure their success. The HOS is ultimately responsible for hiring decisions, but HCSC will be expected to deliver a slate of high-quality candidates for the HOS to choose from.

One of the greatest benefits of the network is that it will ultimately have many different centers for innovation and cross-germination, each developing new answers to questions of how to establish and successfully run diverse charter schools, how to deliver high quality dual-language programs, and how to ensure that disadvantaged students and students with special needs fully benefit from their school experiences. These answers can be shared and systematized, benefitting the entire network and surrounding schools.

HCSC will provide a range of support services: from direct coaching to the HOS to PD and forums for collaboration for all teachers. At the same time, HCSC will hold the school accountable, and when a school is not achieving success, HCSC has the expertise to intervene and help the school take corrective action. By focusing on results and delegating the day-to-day support and supervision of the HOS to HCSC, the BOT is able to ensure managerial effectiveness while remaining in an appropriate strategic and governance role. It is the expectation of the BOT that HCSC will identify challenges at the school level, and move quickly to provide the supports necessary to resolve them.

Performance Expectations for HCSC: The BOT directs the affairs of the school and exercises its powers, subject to the provisions of applicable law (including but not limited to the New York Education Law, Not-for-Profit Corporation Law and Open Meetings Law), as well as the requirements of the school's charter and By-laws. The BOT 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 BOT's ultimate oversight and jurisdiction. The Applicant Group has made the determination to delegate the performance of certain functions of the school to HCSC. HCSC will be held accountable for performing the services, responsibilities and duties set forth in the Agreement.

The Agreement clearly delineates HCSC's duties and responsibilities, and where appropriate, the time frame during which the services must be performed. The BOT will expect leaders from HCSC to attend the BOT's monthly board meetings and provide verbal, and when appropriate, written reports on the status of the services being provided to the school by HCSC. HCSC will also report to the BOT on HLA 2's performance as compared to other schools in the network.

In addition, toward the end of each school year, the BOT will evaluate HCSC's performance in that year, identifying strengths and opportunities for improvement relative to HCSC's services. HLA 2 expects that HCSC will meet and exceed all requirements set forth in the Agreement, including, but not limited to, meeting all performance expectations in timeliness, accuracy, responsiveness, efficiency and with integrity. However, in the event that HCSC fails to meet the BOT's expectations or has otherwise failed to perform satisfactorily, the BOT will inform HCSC of any such deficiencies, expecting that HCSC will take clear and decisive actions to address them. The draft Agreement in *Attachment 6b* provides detailed provisions on termination and the causes by which the school or BOT may terminate its relationship with HCSC, which

includes a right to terminate the agreement if HCSC materially breaches any of the material terms and conditions of this Agreement.

#### C.2.Partner Organization: Not Applicable

D. Evaluation: Programmatic Audit Overview: HLA 2 shall submit to NYSED an Annual Report by August 1 each year, which will include the state-mandated School Report Card. The Annual Report will include a Progress Report which evaluates the school's progress in meeting its approved Accountability Plan goals. See *II.A. Achievement Goals* for information on the data we will use to measure HLA 2's progress towards student achievement goals and overall educational program. HLA 2 expects to undergo programmatic audits related to any federal entitlement grants and competitive public grants it receives, including but not limited to Consolidated Title and CSP funds.

*Progress Monitoring*: An ongoing process of progress monitoring will occur throughout the academic year to ensure that the school is on target to meet its Accountability Plan goals. Continual progress monitoring towards meeting the Accountability Plan goals will be addressed at four different levels: *student level* with the teacher using individual, aggregate and disaggregated assessment data to inform instruction; *classroom level* by administrators and teacher leaders using individual, aggregate and disaggregated data to evaluate the effectiveness of the curriculum and instruction; *school-wide level* by the BOT and school leaders using aggregate and disaggregated data to make programmatic and resource allocation decisions; and by *the authorizer*.

The school will use data to inform instruction on a regular basis through a process called "Monitoring for Results" whereby student data is formally reviewed every 6-8 weeks. A Plan of Action (POA) is collaboratively developed for students who do not meet benchmarks. Shortcomings will be revealed as the instructional staff analyzes progress against achievement goals for all students, including special student populations. As discussed in *III.E. Professional Development*, this process plays an important role in informing the school's PD program.

HLA 2's assessment protocol includes assessments to be utilized to monitor foundational knowledge in reading, writing and mathematics, thus indicating whether or not they will be on track to meet proficiency standards beginning in Grade 3. The School's instructional leadership will use various vehicles to assess student needs and provide appropriate PD to address any instructional and curricular gaps.

The following data will be collected daily: attendance, demographic data, student assessment data, and student enrollment data. The School will utilize OnCourse, or a similar student information management platform, to house data and provide users with the capability to view, analyze and report on a real time basis regarding the performance of (1) individual students, (2) classrooms of students, (3) grade levels of students and (4) all students in order to tailor instruction to individual, disaggregated or aggregated student needs. This system allows staff to track growth and mastery of content standards and make individual, classroom, or school-wide modifications as needed. The student information management platform will be provided to HLA 2 by HCSC as part of its Agreement. School administrators will use data to determine teacher effectiveness as well as gaps and weaknesses in the curriculum and instruction. The gaps and weaknesses will inform the reallocation or addition of human and financial resources to identified areas.

*Operational and Fiscal Health*: The BOT is committed to ensuring that it holds itself and the leadership accountable for the operational and fiscal health and viability of the organization. This includes sound budgeting practices. The work to develop a budget will begin each January.

HCSC will work with HLA 2's back office provider Charter School Business Management (CSBM) or similar organization, the HLA 2 leadership team and bookkeeper to prepare the annual operating and capital budgets as well as cash flow projections, after working together to identify and prioritize needs. The group will prioritize needs based on how they will support student achievement and fiscal and operational

efficiency. The draft budgets will be reviewed and revised by the Finance Committee. The Finance Committee will present the budget to the full BOT for approval by mid-Spring.

The adopted budgets totals are entered in the Accounting software by the bookkeeper with oversight from CSBM for the new fiscal year, in order to prepare budget to actual reports. CSBM will be responsible for preparing monthly budget presentations, including updated annual budget information, monthly budget information, monthly actual against budget, and projected year end against budgeted year end. HCSC, the HOS and CSBM will review these presentations with the Treasurer prior to each BOT meeting. All material deviations will be documented and explained by the HOS. Any expected deviations in a budget category of more than \$5,000 and +/-10% of the budget amount will be discussed by the Finance Committee. If necessary the Finance Committee would bring the deviation to the BOT's attention to discuss any impact that deviation may have on the school's cash flow and financial position. *III.J. Financial Management* provides detail on the process for independent fiscal audits—an integral part of the process to verify the school's fiscal soundness.

*Teacher Evaluation:* HLA 2's teacher evaluation process will be based on *The Danielson Framework* based on the work of Charlotte Danielson described in her book *Enhancing Professional Practice: A Framework for Teaching*, involves reviewing a researched-based set of components of instruction and is an approved rubric for teacher evaluation aligned with the NYS standards of teacher practice. In the Framework, components of teaching are clustered into four domains of teaching responsibility: planning and preparation, classroom environment, instruction and PD opportunities. There is a clear rubric that defines and describes each component and provides a roadmap for improvement of teaching. Evaluation begins the first day of school and is continuous throughout the year. Teachers will be observed informally 3 times per year and formally observed once a year. The HOS will delegate responsibility for the evaluation of the teachers to the DCI, DHCI and DSSS, when hired, who will formally evaluate and supervise their respective instructional staff.

Teacher supervision and evaluation are tied to evidence-based observations, a PD tool that supports teachers on an individual and collective basis. The evaluation process will involve continual feedback among the teacher and the DCI, DHCI or DSSS. The feedback begins with an initial conference and continues with informal observations, pre-observation conferences, informal observations, formal observations, post-observation conferences, and finally, the summative evaluation.

The Performance Plan (PP) is another important element of this evaluation process. The PP is a set of goals created through a collaborative process between teachers and their direct supervisors to promote PD and professional learning. The PP provides an opportunity for the teachers to express their needs for professional growth that is aligned with better student outcomes, school mission and initiatives in content, and pedagogy. Frequent reference and review of the PP throughout the evaluation process ensures that the teacher reaches the goal of improved teaching quality and improved student outcomes.

The summative evaluation is an annual process that uses data from all of the components in the evaluation system including evidence collected, student assessment data, and both formal and informal observations as a culmination of the total evaluation process and a source of feedback on the teacher's performance and student learning in meeting the standards. At this time the DCI and teacher (for Hebrew teachers, the DHCI) engage in dialogue that supports the development of teaching practices and improved student outcomes by discussion of the following: Review of student performance and other data; Review of effective teacher practices; Survey of knowledge of staff training and use in the classroom; Expectations for grade level planning and common planning periods; Expectations for the use of teacher preparation time; Lesson plan development and review; Individual grade level and school level development; Review process for PPs; and Identification of staff development needs.

Ultimately, the annual renewal of their position with HLA 2 and their compensation and will be tied to performance evaluations. These evaluations will place emphasis on each teacher's performance as it

relates to the four domains of teaching responsibility as well as his or her students' achievement of academic goals and/or students' progress towards the achievement of academic goals. Feedback from parents, received through surveys will also be taken into account.

*School Leader and Other Administrator Evaluation:* The BOT will delegate the formal evaluation of the HOS to HCSC. HCSC's annual evaluation of the HOS is presented to and reviewed by the BOT and the BOT uses this evaluation document as the basis for its decision to renew the HOS's contract the following year. All other staff members are evaluated by their direct supervisor as delineated on the organizational chart contained in *III.C. Management and Staffing*.

HCSC will carry out an annual evaluation of the HOS that uses key instructional benchmarks, progress towards accountability goals, operational benchmarks, staff and parent satisfaction surveys and other criteria that measure the overall health of the school. The HOS will evaluate the DCI and DHCI using designated academic benchmarks in a similar fashion. During the school's start-up period, the HOS and DCI's will work with the BOT and HCSC to design evaluation processes and tools that utilize data-driven measures and clear rubrics to assess the performance of all staff. Aspects of the Danielson model will be employed in the evaluation of staff in management positions, in particular the development of the PP as described previously. In the HOS's case, the HOS will create his or her PP with the HCSC EDNYC that will be regularly reviewed. The DCI and DHCI will create their PPs in collaboration with the HOS. Should the goals of the HOS's PP not be realized, the HCSC Executive Director for the NYC Region will establish an action plan with the HOS to include mentoring, increased monitoring and a timeline for improvement. The executive committee of the BOT will be apprised of progress or the lack thereof by HCSC.

*Board Evaluation:* The Governance and Nominating Committee will be responsible, with support from HCSC, for the BOT's annual evaluation. It will develop a self-evaluation instrument and use it to check the BOT's performance. Domains include member attendance and participation, communication with stakeholders, regular review and revision of key policies and procedures, financial oversight, oversight of HCSC, handling of grievances, and adherence to the mission of the school. The BOT uses the results of these evaluations to inform the development of strategic goals and action plans as well as areas for BOT development and training. The BOT also monitors its composition to maintain adequate skill sets with which to govern the school as well as diversity to ensure a variety of perspectives. HCSC will support the BOT with BOT recruitment, strategic planning and training

*Family and Student Satisfaction:* HLA 2 will formally gauge parent and teacher satisfaction through the use of the NYCDOE's School Survey and HCSC School Survey. HLA 2 will gauge student satisfaction through conversations with parents during parent teacher conferences. All parents will receive both surveys during the third trimester of the school year. The results of the surveys will be tabulated and made public in the HLA 2 School Report Card which we will make available on our website. Additionally, results of the survey will be published in our Annual Report to the NYSED. Since the NYCDOE parent survey does not disaggregate results by individual classroom teachers, HLA 2 will conduct its own survey of parents that will reflect family satisfaction with their children's classroom teachers. Finally, satisfaction data will be reviewed in a public BOT meeting. The data will be used to inform any changes to the school's operations, if necessary.

*Evaluation of CMO:* The BOT will evaluate HCSC's performance under the terms of the Agreement to ensure that HCSC is providing its contracted services and complying with its duties as set forth in the management contract. In addition to routine, regular feedback and evaluation in day-to-day interactions and at BOT meetings, the BOT and HCSC will complete a formal written evaluation of HCSC's performance on an annual basis and the parties' working relationship. The BOT will evaluate the quality of service provided by, HCSC, in the following domains: Education & Instruction-Related Services, Business Operations, Human Resources and Employment-Related Services, Budgeting and Financial Services, Student Recruitment, Governance and Leadership, Marketing and Communications, Fundraising, and Research

and Evaluation. The draft Agreement in *Attachment 6b* provides information on the BOT's performance evaluation of HCSC.

**E. Professional Development:** *Professional Development at HLA 2:* At HLA 2, PD is the vehicle through which teachers acquire and/or refine their skills and capacity to implement instructional practices that will lead to increased student achievement and continued school improvement. HLA's job-embedded PD is designed to achieve these goals by integrating PD activities into the workday. The HLA 2 view of PD is one in which teachers are engaged in professional learning every day. Through the co-teaching model, leadership structure and common planning time, PD pervades the classroom and the school. It is embedded in the analyses that teachers perform as they draw understanding about their performance from their students' performance. At HLA 2 teachers learn together by solving problems in teams or as a whole faculty because every teacher feels responsible for the success of every student in the school community. Rather than looking outside of the school for expertise, teachers, with guidance from the school's leadership and HCSC, work together to build capacity within their own environment. In the process, they become avid seekers of research and best practices that will help themselves and others. Our PD model will serve to develop strong leadership skills in our teachers, many of whom as a result will become experts in various areas of instruction, allowing them to move along the school's career pathway we will have established for them. This career pathway, discussed later in this section, will be an important factor in our retaining our best teachers while allowing us to build a pipeline of our future leaders from within.

The DCI and DHCI (and the DSSS, when hired), supported by HCSC staff, will be responsible for identifying the needs of teachers throughout the school year through surveys, observations and analysis of student assessment data. In addition, certain processes and strategies that will be established in the school, including the Monitoring for Results process described in *II.D. Evaluation* may reveal shortcomings in student learning and teacher pedagogical skill and content knowledge which will need to be addressed through targeted PD. The convening of the Child Study Team (CST), described earlier in this application, focused on individual students in need, may reveal similar information for which targeted PD is needed. The job embedded PD model combined with teachers' schedules that allow for both individual and common planning time, facilitates the ability of the instructional leadership to address needs on a real-time basis. HLA 2's job embedded PD is designed to incorporate PD activities into the workday.

PD sessions are collaboratively designed by school leadership and HCSC staff and may include external resources. Curriculum and instructional professionals from HCSC will work with the School's HOS, DCI and DHCI on providing training and support in areas around curriculum and instruction, in core subjects, Service Learning, the implementation and integration of the CHIIC curriculum and support of Hebrew language instruction. This support will include proper implementation of GRR and the RWW as well as the Proficiency approach to teaching Hebrew. HCSC will provide training and support in assessment around these specific instructional elements. The professional climate that results from this PD supports HLA 2's investment in and commitment to build the instructional and professional capacities of our teachers and staff and will attract the quality teachers we hope to recruit and retain at HLA 2.

PD at HLA 2 will be designed and delivered in a manner consistent with the NYS Professional Teaching Standards and with the NYS Professional Development Standards to ensure consistent high quality PD leading to increased student achievement. A 2000 study by the National Staff Development Council found that in schools that had made measurable gains in student achievement, "the very nature of staff development [had] shifted from isolated learning and the occasional workshop to focused, ongoing organizational learning built on collaborative reflection and joint action."<sup>26</sup> Specifically, the study found that

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<sup>26</sup> [http://www.wested.org/online\\_pubs/modellPD/11\\_thekey.shtml](http://www.wested.org/online_pubs/modellPD/11_thekey.shtml)

the schools' PD programs were characterized by collaborative structures, diverse and extensive professional learning opportunities, and an emphasis on accountability and student results.

The process of designing and coordinating the PD program will be led by HCSC in collaboration with the HOS and supported by the DCI and DHCI (and DSSS, when hired). The DCI and DHCI (and DSSS, when hired) will work on a daily basis during designated planning periods coaching the school's instructional staff and providing training and guidance in their work with *all* learners, including special populations of ELLs, Special Needs, at-risk students and academically advanced students.

PD will begin prior to the start of the school year and continue throughout the year. Teachers will be engaged in a 7-day pre-opening PD period, during which, time will be spent reviewing the charter application and agreement with specific emphasis on expectations for student achievement. HCSC staff and the HOS, DCI and DHCI and various topic-specific consultants will present workshops to prepare teachers to work with all students, emphasizing at-risk, ELL and SWD. Topics being covered in pre-opening PD activities will support all teachers, including returning, novice and new teachers to the school. Topics included in pre-opening PD include: (1) differentiating instruction through GRR and RWW; (2) assessing student needs and evaluating student learning; (3) effective use of data in instruction; (4) special education procedures and services and the IEP and its use in guiding student learning; (5) Sheltered English Immersion; (6) the role of the general education, Hebrew teachers, ESL teacher and special education teachers, and special service providers; (7) forming partnerships with parents, cooperating teachers, and other staff members; (8) analysis of the instructional environment; (9) adapting instruction and adaptive technology; (10) introduction and overview of curriculum materials; and (11) the Monitoring for Results Process; (12) the purpose and role of the CST; (13) classroom management and (14) compliance with all laws governing the separation of Church and State.

Hebrew teachers will engage in specific pre-opening PD around the Proficiency Approach (PA), overseen by the DHCI and advised by HCSC. Teachers must be provided with ongoing PD and support that includes both new learning, reinforcement of prior learning and the opportunity to reflect on their work on a weekly basis. This, in turn, enables them to continually assess their students' progress. Ongoing professional support and development for teachers include mini-workshops and regular classroom observations and consultations with the DHCI. Hebrew teacher/instructors are trained in the nationally normed Hebrew speaking assessments developed by ACTFL.

Regularly programmed staff development is an integral part of HLA 2's embedded PD model. The DCI and DHCI will model instruction and provide support to all teachers, providing more guidance as needed to teachers new to the profession, and will facilitate mentor relationships (beginning in the second year) between new teachers and more experienced teachers. PD activities and supports will take the form of workshops, classroom modeling and demonstration, development of "model classrooms" and teacher inter-visitiation. In addition, staff development at HLA 2 will be supported by HCSC in the provision of opportunities for the sharing of best practices, resources and inclusion in a broader community of practice—namely the other Hebrew language charter schools in the HCSC network.

At HLA 2, teacher scheduling includes common planning time within the school day (see *Attachment 3a*). In addition, each Monday-Thursday from 3:45-4:30 teachers will have a concentrated block of time to: (1) engage as a group in comprehensive PD; (2) break out into smaller groups by grade level or across grade level to cross-plan how each grade will cover similar topics in different and increasingly advanced ways; (3) convene CSTs around specific students who have been demonstrating needs and challenges; (4) allow for planning and collaboration between general studies and Hebrew teachers and instructional specialists (ESL teacher, Reading Specialist, Special Education staff) so that the capacities of all teachers to address the needs of special populations can be strengthened; and (5) plan together to allow for effective and authentic integration of the Hebrew language in science, social studies, art, music and physical education.

Finally, HLA 2's school calendar has 7 designated full day PD days, during which time students will not be in school, to allow for teachers to more deeply engage in PD topics, particularly those that address needs identified by instructional leadership and HCSC. Full day PD days also provide Grade teams with concentrated time to break down quarterly benchmark assessment data to see what CCSS standards are being addressed by the curriculum and which ones the students are failing to meet.

*Professional Development and Career Pathways at HLA 2:* HLA 2's PD model is aligned with the school's commitment to build teachers as leaders. HLA 2's embedded PD model develops strong leadership skills in its teachers through the support they receive in explicit training, coaching and mentoring. Through this process, HLA 2 teachers have the opportunity to emerge as experts in various areas of instruction: grade level experts, subject specific experts, data experts or mentor teachers. In order to provide these expert teachers with increased opportunities to grow within the school, HLA 2 will develop career pathways. Teachers identified with instructional expertise as well as leadership skills by the DCI or DHCI will be offered opportunities to become Teacher Mentors, Subject Mentors, Grade Team Leaders or Data Leaders. These teacher leaders become in-house experts who have both strong knowledge of their content and good rapport with their colleagues take a leadership role in the design and delivery of the school's PD and mentoring their colleagues, particularly teachers new to the profession or new to HLA 2. Such roles in the HLA 2 PD program could be each teacher leader leading one session per week during the afternoon PD through updating/sharing/advancing their particular area. Such sessions could take the form of facilitating with their colleagues a "book study club," video observations and discussions (Teachers College, the Robert B. Davis Institute for Learning at Rutgers University Graduate School of Mathematics Education and Engage NY have a wealth of available vimeos), data review among other opportunities. These teachers will receive an additional stipend in recognition of the leadership roles they are taking on. These experiences will enable teacher leaders to move on to possible administrative roles in the school. Developing such career pathways for teachers will support teacher retention by providing opportunities for high quality teaching staff to grow within the school and providing mentorship opportunities for less experienced staff. This process importantly allows us to build leadership from within.

*Evaluation of Professional Development:* The ultimate worth of PD for teachers is the essential role it plays in the improvement of student learning. At HLA 2, evaluation of the PD program has two important goals: to improve the quality of the program and to determine its overall effectiveness.

Formative evaluation will be used to modify and/or improve the PD program and will take place at intervals during the year. Instructional staff will be asked for feedback and comments through surveys. The Monitoring for Results system will provide student data that will inform the need for mid-course corrections and fine-tuning by the instructional leaders and teachers. Our model of ongoing and embedded PD allows the School to implement these modifications on a real time basis. Summative evaluation is used to determine the overall effectiveness of the PD program and will be conducted at the end of the year. The two different levels of data to conduct a summative evaluation are: teacher instructional practice and student outcomes. Summative evaluation is used to assess the changes in teachers as a result of participating in the PD program. Through questionnaires, observations, self-assessment instruments and analysis of teacher evaluation records, instructional leaders will analyze how the PD programs have improved teacher and student practices. This process involves teachers describing changes in how they think, what they believe, and what they do in the classroom. They describe their own professional growth and evaluate the program in meeting their personal and professional goals.

Summative evaluation is also used to determine the effect of the PD process on student outcomes. HCSC will work with the instructional leadership to analyze student assessment data, including standardized assessments, interim assessments and teacher-generated summative and formative assessments. Student assessment data will be evaluated in the aggregate as well as broken down into

disaggregated groups. Evaluation of student assessment data is fundamental to determining if the school has met or is making progress towards meeting its annual goals. HCSC and the HOS will draw conclusions regarding the efficacy of the PD program data and make recommendations for program modifications in order to improve teacher practice and student outcomes. These recommendations will be presented by HCSC and the HOS to the BOT's Education Committee which will present a report to the full BOT.

F. Facilities: HLA2 will submit a request to NYCDOE to secure NYCDOE-provided space in either a public or private facility in CSD 21 and if none is available or suitable, will request reimbursement for its facility costs in accordance with the New York Charter Schools Act.

While we are looking to secure space from the NYCDOE under the provisions of the 2014 NYS amended charter law, HLA 2 is also working actively on a parallel track to identify potential private space that could house the school should no suitable space be identified for our use by the NYCDOE. Under this scenario, per the 2014 NYS amended charter law the NYCDOE would be required to provide HLA 2 with a per pupil funding allocation to cover the cost of the facility, currently 20% of AOE or the annual rent, whichever is less. Friends of Hebrew Language Academy Charter Schools (FOHLA), which has secured private facilities for both HLA and HHLA, is working with Fillmore Realty, HCSC and members of the Applicant Group in this regard. We have viewed a number of potential private facilities in CSD 21 and have identified a site in Bensonhurst that would be suitable for the school's permanent home beginning in the third year of the first charter term (including for HLA 2's long term goal of including a middle school in its second charter term). FOHLA is working with Fillmore with the owner of this building on specifics of a long term lease deal whereby HLA 2 would be the subtenant of FOHLA if this site is to be secured. The building will be built out to the school's specifications by the landlord/developer. With FOHLA, we are continuing to look at possible temporary spaces that could house the school prior to this permanent solution. Fillmore Realty has identified spaces that would be suitable for three-year occupancy in the Coney Island, Brighton Beach and Gravesend sections of the district. In the event HLA 2 needs to pursue such a non-NYCDOE route, HLA 2 assures that the space that ultimately houses the school will be programmatically accessible, meet NYC Department of Buildings requirements and meet the requirements of all applicable laws and regulations. An overview of our facilities needs based on our educational program and anticipated enrollment is as follows.

We are allowing for programming space of approximately 90 square feet per pupil. This means that a suitable building to house the school would be 14,580 square feet by Year 1 and 44,010 square feet by year 5. The preliminary space plan for Years 1 and 5 include at minimum: Year 1: 3 classrooms for each grade K-1; 1 Special Education resource room; 1 K-2 Music Room; Food Prep and Storage area (In K-2, students eat in their classrooms); 1 Gym/Auditorium Space; 1 Faculty Room; Administrative Space (includes main reception with separate offices for HOS and OM); Conference Room; Sufficient Storage Space for Supplies; Janitor's Closet; Nurse's Office; Social Worker's Office; Shared office for DCI and DHCI. Year 5: 3 classrooms for each grade K-5; 2 Special Education Resource Rooms (K-2 and 3-5); 1 Music Room; 1 Cafeteria with food prep/serving area and storage area; 1 Gym/Auditorium Space; 1 Faculty Room; Admin Space (includes main reception with separate offices of HOS, OM, DSSS); Conference Room, Sufficient Storage Space; Janitor's Closet; Nurse's Office; Social Worker's Office; Shared office for DCI and DHCI. The school will not have a residential program.

In order to have the most realistic facility scenario in our budgets, we are making the assumption that we will have to pursue the private facility route described above and would incur all personnel and other than personnel costs related to being housed in a non-NYCDOE building. However, given the recent precedent of charter schools receiving positive decisions by the NYSED Commissioner that they are entitled to facilities funding from NYCDOE, we are also assuming that we will receive the mandated

revenues (20% of per pupil funding or the cost of annual rent, whichever is less) to offset the cost of the private facility solution. *Attachment 9 Budget and Cash Flow Template* reflect these assumptions.

**G. Insurance:** HLA 2 will carry insurance that includes adequate insurance coverage for liability, property loss and personal injury to students. We have consulted with the insurance broker of HLA and HHLA, Austin & Co., Inc., which has provided HLA 2 with a quote for insurance that includes: Business Personal Property (250k); Crime Coverage including Employee Dishonesty (350k), Computer Fraud (250K) and Forgery (275K); Business Interruption (750K); Automobile Liability (1M); General Liability including Employee Benefits Liability and Sexual Abuse/Molestation (1M per occurrence/3M aggregate), Directors and Officers Liability including Employment Practices Liability, Educators Legal Liability and Fiduciary Liability (1M), Umbrella Liability (10M), Excess Educators Legal Liability (10M); Workers' Compensation and Employers' Liability (statutory limits), Student Accident (50K) and Catastrophic Student Accident(1M). The particulars of the proposal are provided in the Austin & Co. Insurance estimate, to be made available upon request, and are reflected in the budget.

**H. Health, Food, and Transportation Services:** *Health Services:* HLA 2 will provide on-site health care services similar to the extent that such health services are available to children attending other public schools in its district of location. HLA 2 will have a school nurse on staff and this position is reflected in the school's budget. The school nurse is responsible for supervising the disbursement of medication, treating students who are sick or injured, and maintaining records and correspondence in secure facilities in accordance with §2853(4)(a) and §912 of the Education Law.

HLA 2's health services program ensures that each student has a certificate of immunization that complies with §2164 of the Public Health Law at the time of registration or within the acceptable time frame after enrollment (subject to exceptions permitted under the law for medical contraindications and religious exemptions). Prior to the first day of school, HLA 2 staff will receive training regarding school health policies and procedures, including policies on the storage and administration of students' medications, first aid provisions, and protocols for health emergencies. All faculty and staff have access to first aid resources with at least two staff members being certified in First Aid and cardiopulmonary resuscitation. The school also maintains appropriate access to automated external defibrillators (AED) as required by §917 of the Education Law and ensures that two or more staff members are certified in their operation and use. Prior to beginning each school year, HLA 2 will secure parental consent to identify students with health risks and provide accommodations to faculty and staff when appropriate.

*Food Services:* HLA 2 will participate in the Federal school breakfast and lunch program and will receive its meals for students through NYCDOE's Office of School Food (OSF). All students attending HLA 2 will be eligible for meals provided at the facility. Breakfast, lunch and an afternoon snack will be served each day school is in session. Meals will be in compliance with NYCDOE, state and federal regulations.

Although HLA 2 has outlined a plan to utilize the food services provided by OSF, this does not preclude HLA 2 from exploring outside food vendors to provide food service to the school nor does it preclude the school from operating its own kitchen and providing its own meals. HLA 2 may investigate other vendors which can provide healthy and appetizing menus for breakfast, lunch and snacks to the school's students. The factors that will guide HLA 2's decision to contract with an outside vendor and/or operate its own kitchen to provide meals will include cost, adherence to federal guidelines for free and reduced lunch, health and safety of children and workers, and menu choices which will be informed by parent surveys.

*Transportation Services:* NYCDOE is responsible for providing transportation services to HLA 2's students. HLA 2's students will receive the same transportation services as other NYC public school students. Eligibility for busing and half-fare or full-fare Metrocards is determined and provided by the Office of Pupil Transportation (OPT). OPT determines the eligibility for transportation based on age and distance

from the School. HLA 2 will not guarantee parents a child will have yellow school bus service or half-fare or full-fare Metrocards until such service eligibility has been confirmed by OPT. On days when the regular public schools are not in session but HLA 2 is, HLA 2 will contract directly with a bus service provider and will pay for the buses out of the school budget. Funds have been allocated to this transportation need in the school's budget projections and will be an annual HLA 2 budgetary item. HLA 2 will also earmark funds for student transportation for field trips and other extracurricular programming and events.

SWD often have different eligibility for transportation. Eligibility is dictated by the student's IEP. Transportation for SWD will be provided in accordance with all applicable State and Federal laws. The School's students will receive transportation services for which they are eligible under Education Law § 2853(4)(b) and § 3635. If a student is not eligible for transportation services, transportation will be the responsibility of the child's parents.

**I. Family and Community Involvement:** HLA 2 has been engaged in family and community outreach for the last year. Through numerous meetings at public forums, CBOs, preschools and other venues, members of the applicant group presented plans to community stakeholders, including families. Stakeholders, including parents of school-age children, were sought for their input and comments on the plans and school design. Surveys were distributed widely in the community (in addition to being on the HLA 2 website) seeking input about HLA 2's plans. Community stakeholders and parents supported HLA 2's design as described in this application. We will continue to engage community stakeholders in HLA 2's implementation if chartered.

HLA 2's framework for parent involvement centers around six elements of school-family partnerships promoted by Joyce Epstein of Johns Hopkins University to help all students succeed in school<sup>27</sup>. They are:

1. *Parents:* HLA 2's social worker will be knowledgeable about the community resources available to help parents create a home environment supportive of their child's education. Parents will be encouraged to: work with their child(ren) on their homework; limit the amount of their child's screen time; and take advantage of family counseling referrals to support them in their role as parents.

2. *Communicating:* There will be ongoing communication between staff and parents. There will be three report cards and three parent/teacher conferences annually when report cards are released. Parents will come to school and classroom celebrations. To ensure all parents are engaged all written materials for parents and families will be translated into the dominant language(s) required by our parent community, and translators will be available during individual meetings with parents as well as during larger meetings of the parent body. Each teacher, as well as each administrator, will have voicemail and a school e-mail address that is made available to parents and students. Parents will receive school and classroom information through notices, class newsletters, class websites, phone calls and e-mails. The HLA 2 website will provide updated information for parents on important school matters, including HLA 2's NYS test scores, and will be a means by which the PO can provide information to its members. Computers dedicated for parent use will be available on-site.

3. *Volunteering:* We will establish ways in which parents can volunteer by helping teachers, administrators, and students including inviting parents to read to students, to join the PO or to help plan school events.

4. *Learning at Home:* Parents will receive a Parent Handbook that will contain comprehensive information about the school's standards, curriculum, discipline policy; homework policy; and other items important to our academic and school culture. HLA 2 will host orientation sessions for parents to review the materials as well as discrete workshops that focus on, for instance, how parents can monitor and discuss school work.

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<sup>27</sup> [http://www.asdk12.org/parents/involvement/SixTypes\\_ParentInv.pdf](http://www.asdk12.org/parents/involvement/SixTypes_ParentInv.pdf)

5. *Decision Making*: For more details on the active role parents will have in the school's governance and administration, see *III.B. Board of Trustees and Governance*.

6. *Collaborating with Community*: HLA 2 is committed to bringing community resources into HLA 2 to support student learning as well as to address personal and family issues. For example, the Shorefront Y is a CBO with an extensive and successful record providing a range of services to families in our community. The Y is a CBO that HLA 2 may likely draw on as a referral for its families who are in need of for instance, adult ESL classes, family counseling, job counseling. The community outreach discussed in *I.E. Public Outreach* and in *Attachment 2 Samples of Evidence of Community Outreach* highlights the relationships the school has with many community stakeholders. These relationships will continue to be cultivated around mutual needs, interests and resources, resulting in a portfolio of community assets that HLA 2 can draw on for the benefit of its children, parents and families and academic program.

**J. Financial Management**: The HOS will have oversight responsibilities for HLA 2's financial management and thus will be responsible for the protection of the school's financial records with oversight from the BOT Treasurer. The HOS will be supported in implementing all financial matters by HCSC, the bookkeeper and CSBM. CSBM with oversight from the HOS will prepare its financial statements in accordance with Generally Accepted Accounting Principles (GAAP). Such financial statements would be prepared for each fiscal year and would include a statement of financial position, a statement of activities, a statement of cash flows, a schedule of functional expenses, and notes to the financial statements.

*Independent Audit*: The HLA 2 BOT will be responsible for hiring an independent auditor to perform an annual audit of the financial statements prepared by the management. The BOT Finance Committee will have the ultimate responsibility to oversee the audit process. The audit will be performed by the independent auditor in accordance with the Generally Accepted Auditing Standards (GAAS). Upon completion of the audit, the Finance Committee will meet with the independent auditor to discuss the report and any findings. A corrective action plan will be implemented by the Finance Committee to correct any findings by the independent auditor. A copy of the audit report and the auditor's Management Letter will be provided to the full BOT and NYSED by the November 1<sup>st</sup> deadline.

*Accounting procedures including the fiscal controls of the school*: HLA 2 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. The following explains the Internal Control System that HLA 2 will implement.

*Internal Control Systems*: The internal control structure is composed of the following two basic elements: (1) the control environment and (2) the control procedures.

1. The Control Environment: The control environment reflects the importance HLA 2 places on internal controls as part of its day-to-day activities. Factors that influence the control environment include management and Board philosophy, organizational structure, ways of assigning authority and responsibility, methods of management and control, and personnel policies and practices. HLA 2's BOT will review the fiscal reports as a part of its BOT meetings; the BOT will also ensure that the organization's structure allows for sufficient checks and balances.

2. The Control Procedures: Control procedures will be set up to strengthen HLA 2's internal control structure and thus safeguard the school's assets. They are divided into the following:

- Segregation of Duties: In general, the transaction approval function, the accounting/reconciliation function and the asset custody function would be separated among employees (HOS, OM, bookkeeper) and CSBM (who is overseen by the HOS) 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 will be restricted to authorized personnel (HOS and OM). Systems access to make changes in accounting records will be restricted to authorized personnel (BOT Treasurer and HOS) with changes and explanation for changes documented as a safeguard.
- Document Control: To ensure that all documents are captured by the accounting system, all documents will be pre-numbered and the sequence for documents must be accounted for.
- Processing Control: Various processing controls will be designed to catch errors before they are posted to the general ledger. Processing controls HLA 2 expects to implement are the following: source document matching; clerical accuracy of documents; and general ledger account code checking.
- Reconciliation Controls: Reconciliation controls will be designed to catch errors after transactions have been posted to the general ledger. Such controls include reconciling selected general ledger control accounts to subsidiary ledgers. All bank statements will be reviewed by the Treasurer.
- Fraud Prevention: School will include measures in its banking relationship to deter check fraud such as Positive Pay. All purchases over \$5,000 will require approval by the Finance Committee.
- Cash Handling Controls: Cash receipts will be handled exclusively by the bookkeeper or in his/her absence, the OM. On a periodic basis, CSBM performs unannounced review of cash involving reconciling cash on hand and the expected balance using the opening cash balance and accounting for the receipts and disbursements of cash. Such review is performed at least bi-monthly.

The BOT Treasurer will develop fiscal policies and procedures (FPP) with support from CSBM. HLA 2 will adopt those fiscal policies and procedures and implement the above-mentioned control structures. The independent auditor will be engaged to form an opinion about the proposed internal controls policies and procedures. Adjustments will be made to the policies and procedures based on any weaknesses identified by the auditor. FPP will be ratified by the School's BOT and adopted by the School no later than 1/ 2016.

*Student Records*: HLA 2 will have trained personnel on staff who are responsible for managing the student information. The OM, with oversight from the HOS and support from the Office Manager, will be responsible for tracking enrollment and attendance, maintaining school lunch program records, including student eligibility and other data, including special education services, to ensure accurate billing and reimbursements. The OM will work closely with the DCI, who will serve as the School's Title I Coordinator until such time the DSSS is hired, to ensure all data relevant to Title I services is collected and maintained to ensure accuracy in program reporting and reimbursement. HLA 2 will have a robust student information system in OnCourse (or similar platform) that will be utilized by the OM to store, analyze and produce needed reports on all relevant student data. The OM will be responsible for the protection of student records under the supervision of the HOS. With regard to the special education program and IEP's, until the DSSS is hired the HOS has the responsibility for maintaining and securing all records. He or she will be responsible for submitting all required reporting on SWD and services provided to the SWD in accordance with their IEPs to appropriate agencies including necessary reporting for special education reimbursement. HLA 2 understands its obligations to comply with FERPA and will follow all appropriate procedures to comply fully with the NYS Freedom of Information law (Article 6 of the NY Public Officers Law).

**K. Budget and Cash Flow**: We have prepared a sound and conservative budget (*Attachment 9*) that supports the mission and educational plan of HLA 2. HLA 2's start-up budget plan, first-year budget and the five-year budget plan use conservative assumptions. While HLA 2 will use the accrual basis of accounting for all its financial operations, the budgets and cash flow statements contained in *Attachment 9* have been prepared on a cash basis. As such major assets have not been capitalized, but rather are expensed in the year they are acquired, nor are depreciation expenses charged in the budgets.

*Pre-Opening Budget*: The school will use \$150,000 of the Charter School Planning grant (CSP) and a \$125,000 start-up grant from HCSC (see grant commitment letter from HCSC contained in *Attachment 2*) to

cover expenses incurred prior to the school's opening. These funds will be used to cover (four to six months) of compensation and benefits for staff needed to get the school up and running as follows: HOS—starting January 1; Office Manager—starting January 1; DCI and DHCI—starting March 1. HLA 2 will also be supported by HCSC staff during the start-up phase of the school. Additional funds will be used for supplies, equipment, phone, board training, insurance and student recruitment. The school will be solvent at the end of the Pre-Opening Year with an anticipated \$17,358 to carry over to Year One.

### Budget Revenue Assumptions

- The school district per pupil revenue is the primary source of revenue. The budget reflects the recent per pupil increases for FY 16-17 to \$14,027. No other increases are budgeted for beyond this.
- HLA 2's revenue also includes start-up and implementation grants from HCSC totaling \$500,000 over the start-up and first three years of operations. See *Attachment 2* for HCSC's grant commitment letter.
- Special Education Revenue assumes that 16% of the student body will qualify for special education services. The school anticipates that 40% of those students would receive services for >60% of the day and 15% between 20% and 60%. The budget assumes that the current rate of \$19,049 and \$10,390 for each of these special education service levels will remain flat through Year 5.
- IDEA funding was budgeted at \$1,336 per SWD for all years.
- We assume that 75% of the student enrollment would qualify for Title I funding, at a rate of \$520 per Title I Student for Title IA and D, and \$30 per Title I student for Title IID. These per Title I pupil rates remain flat. As we discussed in *ID. Community to Be Served*, the FRL statistic for CSD 21 (81% FRL), available on the 2012-13 NYS District Report Card, is not a true representation of the average aggregate percentages of FRL students in the district. This is due to the fact that if a school elects to become an overall free lunch school, then they are considered as 100% of their students are eligible for free lunch, when in fact the actual percentage of FRL children may be lower. Thus we believe our assumption of 75% FRL is more reflective of the district; this lower percentage also aligns with our mission to serve a socioeconomically diverse student body as discussed in *IB. Key Design Elements*
- HLA 2 expects to secure at least \$500,000 in CSP grant funds. HLA 2 will use \$150,000 of those funds in the Pre-Opening year, \$325,000 in Year 1 and the remaining \$25,000 in Year 2.
- For Year 1, we assume that HLA 2 will receive \$114,342 in funding from the NYCDOE's charter school start-up and first year funding administered by the New York City Department of Youth and Community Development (DYCD). This is based on the allocation of \$51,000 plus \$391 per student.
- Funding for textbooks, software and library books is also included at the current rates for NYSTL, NYSSL and NYSLIBL for all years presented.

### Budget Expenditure Assumptions

- Personnel Expenses - Salaries are competitive with an average starting salary for general studies and Hebrew teachers and instructors at \$60,000. Salary increases are budgeted at 3% annually.
- Intervention specialists (Special Education, ESL Teacher and Reading Specialists) are budgeted an average starting salary of \$62,000.
- Payroll taxes are budgeted at 10%.
- Medical Benefits are budgeted at \$700 per month per employee with 8% annual increase, leveling off at \$816 per month. We assume 85% of employees participate in the health care program.
- The school will establish a retirement account and match up to 3% of staff contributions. The budget assumes 50% participation in the retirement plan.
- Fees for an outside independent auditor to perform the school's annual financial audit are budgeted at \$22,000 in Year 1 with 3% annual increases.

- Fees for contracted financial service/back office provider (CSBM) are included in the budget with the assumption that HLA 2 will assume 50% of the cost and HCSC will assume the other 50%.
- The budget includes a management fee to be paid to HCSC calculated at an increasing percentage of general education per pupil revenue, special education revenue, IDEA, School Food and NYSTL. See *III.C.1. Charter Management Organization and Attachment 6b Management Agreement* for details on services to be provided in consideration for this fee. The management fee, which is lower than that charged by most CMOs, will gradually increase to 10% and will not increase thereafter.
- School Operations Expenditures are budgeted based on average rates per student and/or staff and include all the necessary purchases and services to facilitate the school's educational plan and programs. HCSC will be assuming the costs associated with Staff Recruitment. HCSC will also provide the school with additional curriculum, staff development and student recruitment.
- Facilities—The budget reflects the assumption that while the school will request space from the NYCDOE, it will likely be housed in a private non-NYCDOE facility. As discussed in *III.F. Facilities*, HLA2 will submit a request to NYCDOE to secure NYCDOE-provided space in either a public or private facility and if none is available or suitable, will request reimbursement for its facility costs in accordance with the New York Charter Schools Act Section 2853. Thus, our budget also assumes it will receive an additional 20% AOE to cover the rental costs associated with the facility. See *III.F. Facilities* for more detail about our facility needs and search.
- Escrow HLA 2's budget includes \$25,000 in Years 1 - 3 (\$75,000 in total) to be set aside in an escrow account as required.

HLA 2's budgets were informed by the experience of both HLA and HHLA. We based the budget assumptions on the current expenditures of these schools, thus they reflect prevailing costs for personnel and other than personnel costs, including costs associated with operating in a private facility. HLA 2's budget includes conservative assumptions for revenue (flat projections for per pupil revenue) and in all years for Title, IDEA and Text book funding) while most expenses including personnel costs include annual increases. All costs necessary to meet the educational, fiscal and operational goals and program have been included in the budget. The Year 1 budget reflects the allocation of costs among the school's programs, (General, Special Education and Other (ESL, Title I)), Fundraising and Management, based on the student enrollment, staff responsibilities and anticipated time to be devoted to each of those areas. The school will develop formal tracking procedures and systems to accurately capture and track the allocation of all school costs among those categories. The school is solvent throughout the five years presented and will have a healthy cash surplus at the end of Year 5.

In the event of unanticipated conditions resulting in budgetary shortfalls we will work with HCSC to determine the best course of action to maintain the integrity of our academic program. We will consider modifications that can result in reducing expenses and further grant opportunities or short term interest-free loans from HCSC until we reach a more sustainable enrollment size.

#### L. Pre-Opening Plan:

Action	Start & End Dates	Responsibility
File for HLA 2 501(c)(3) and State Tax Exempt Status	Upon Approval-Until Rec'd	BOT, Legal Counsel, HCSC
Recruit new BOT members with specific expertise valuable to school start-up and implementation	Ongoing	BOT, HCSC
Elect BOT officers, ratify by-laws, establish committees and membership	At 1 <sup>st</sup> BOT meeting	BOT
Hold BOT Training	Ongoing	BOT, HOS, HCSC

Apply for available public and private grants	Ongoing	HCSC, BOT, HOS
Develop and Finalize Employee Benefits Package	Upon Approval-12/2015	BOT, HCSC
Recruit and Hire HOS	Upon Approval-12/2015	HCSC, BOT
Contract with CSBM or similar provider	11/2015-12/2015	BOT
Develop Financial Controls Policies and Procedures (FPP), approve by BOT and submit to SED	Upon approval-12/2105	Treasurer, CSBM*, HCSC
Establish all relevant financial systems, payroll, billing and other disbursements as per FPP	11/2015-12/2015	Treasurer, CSBM*, HCSC
Establish bank checking account	Upon Approval	Treasurer
Recruit and Hire Office Manager	12/2015-1/2016	HCSC, HOS*
Recruit and hire DCI and DHCI	Upon Approval-3/2016	HCSC, HOS*
Recruit and hire other 1 <sup>st</sup> year school staff	1/2016-6/2016	HCSC, HOS, DHCI*, DCI*
Seek a nurse from DOH or hire a private nurse	7/2016-8/2016	OM
Apply for Consolidated Title Funds	7/2016-8/2016	HCSC, HOS, DCI, OM
Develop evaluation tools for HOS and other admin, instructional and non-instructional staff	4/2016-8/2016	HCSC, HOS, DCI, DHCI, BOT
Develop agenda, engage appropriate consultants for pre-opening PD. Develop PD Plan for Year 1	4/2016-8/2016	HCSC, HOS, DCI, DHCI, Teachers*
Conduct Pre-opening PD	8/2016	HCSC, HOS, DHCI, DCI, Teachers
Student/Family Outreach and Conduct Student Lottery, Generate Acceptance List and waitlist	Upon Approval-3/2016	HCSC, BOT, Off. Mgr*, HOS*, DCI*, DHCI*
Send out acceptance packages to families, continue to take names of waitlist as necessary. Paperwork contains student registration form, emergency contact form, HLS, Free and Reduced Lunch Form, Student Release forms for test data, Media Release Forms, Medical Forms, Records Release form from previous schools, School Calendar and other necessary paperwork	4/2016-Ongoing (Continues as families may decline the acceptance or withdraw their child from the school)	HOS, Operations
Request/Secure Student records from previous schools (including all special education records for SWD)	4/2016-8/2016 (as new students are admitted)	OM*, Office Mgr, Sp. Ed. Teacher*
Secure School Facility	Ongoing-6/2016	BOT, HOS*, FOHLA
Arrange phone, internet, utility accounts	1/2016-7/2016	HOS, OM*, Off Mgr
Purchase and accept delivery of all furniture, equipment, technology	5/2016-8/2016	HOS, OM*, Off Mgr
Further develop, refine and formally adopt, by BOT actions, HLA 2's policies including Discipline, Personnel, Grievance, School Safety Plan, FERPA, FOIL, Open Meetings Law, etc. and distribute to relevant parties.	Upon Approval-8/2016	BOT, HCSC, HOS*, OM*, legal counsel
Arrange bus and food service with NYCDOE	7/2016-8/2016	OM, Off Mgr
Arrange for CPR training of staff and obtain defibrillators	8/2016	OM
Secure D&O Insurance Policy	Upon Approval	BOT
Secure umbrella insurance coverage	1/2016	BOT
Purchase, install, train staff and implement OnCourse Student Information System	2/2016-9/2016	HOS, Off Mgr, OM, DCI, DHCI, HCSC

Contract with security and building maintenance companies through competitive bidding process	6/2016-7/2016	HOS, Off Mgr, OM*
Develop and approve final first year budget	4/2016-6/2016	HOS, CSBM, HCSC, Treasurer, BOT
Planning for academic program, development of assessment protocol, curriculum and instructional resources	3/2016-7/2016	HOS, DCI, DHCI, HCSC
Develop Full Curriculum for School	3/2016-7/2016	HOS,DCI,DHCI,HCSC
Order and receive delivery of published curriculum and assessment material	5/2016-8/2016	DCI, DHCI, OM, Off Mgr.
Develop special ed policies and procedures: record keeping process, pre-referral and referral process	6/2016-8/2016	HOS, DCI, special education teacher*
Create class lists, student and teacher schedules, disseminate info to teachers and students/families	7/2016-8/2016	DCI, DHCI, HOS, OM, Off Mgr.

\*When hired

**M. Dissolution:** In the event of closure or dissolution of HLA 2, HLA 2 will follow all procedures required by NYSED to ensure an orderly closure and dissolution process, including compliance with Law 219 and 220 and any closing procedures specified by NYSED. The BOT shall delegate to the HOS and the OM, with support from HCSC, the responsibility to manage the dissolution process in accordance with Education Law § 2851(2)(t). This process shall include notification to parents of children enrolled in HLA 2. Additionally, a list of students attending HLA 2 will be sent to the local district where HLA 2 is located. HLA 2 shall transfer student records to the school district in which it is located, and the parents of the enrolled students shall be notified of the transfer of records. After satisfaction of outstanding debts pursuant to Education §220, the remaining assets of HLA 2 attributable to public funding are to be paid back to the school district(s) having resident children served by the charter school in its final year of educating students. If more than one school district had children served by the school, then the repayment of funds would be done proportionally based on the number of children served by the charter school. The remaining assets of HLA 2 not attributable to public funding shall be transferred to another charter school within the school district where HLA 2 is located or directly to the NYCDOE. HLA 2 will set aside the required \$75,000 in escrow fund to be used in the event of the dissolution of the charter. These escrow funds would be used to pay for all legal and audit expenses that would be associated with the dissolution. The dissolution process will begin with a meeting of the leadership team that will include at least the BOT Chair, HOS, OM, CSBM (or other contracted back office provider if not CSBM), the HCSC President and CEO and HLA 2's legal counsel. The purpose of this meeting is to review and confirm a dissolution plan and timeline developed by HLA 2's administrative staff that will be used to guide the dissolution process. Upon approval of the plan and timeline, the HOS and the BOT Chair will meet with representatives from the NYSED Charter School Office, NYCDOE charter school office or other appropriate staff to review and discuss the dissolution plan and timeline. The outcome of this meeting is a final dissolution plan and timeline that will be used to manage the dissolution process of HLA 2:

**Days 1-5:** (1) HLA 2 will deliver a current student list to the NYCDOE; (2) The HOS will conduct a meeting with NYCDOE to discuss availability for students being displaced by the closure or dissolution; (3) The OM, CSBM and the HLA 2 BOT Treasurer will conduct a meeting with its auditors to begin identifying assets required for transfer; (4) The HOS will notify parents in writing of the closure of the school and the ensuing placement process; (5) The HOS will meet with students to discuss the school's closing and the ensuing placement process; (6) The OM will schedule and advertise a school-day meeting with students and an evening meeting with parents and others to discuss HLA 2's closing and the transfer of students to

other public schools: (7) HLA 2 will host a series of information sessions for families and students about the possible schools available and identify the assistance that will be provided during the transfer process; (8) HLA 2's website will be the primary source of information about the school's closing, the dissolution process and the placement of students in other public schools; and (9) HLA 2's pupil personnel staff will schedule a placement meeting with each enrolled student/parent to discuss his/her placement.

Days 5-15: (1) The pupil personnel staff will prepare a written report for the HOS confirming the scheduling of placement meetings for each student/parent; (2) The pupil personnel staff will commence placement meetings; (3) The OM will provide written notice to appropriate NYCDOE departments of the closure to ensure adequate time for modifications to existing practices and procedures; and (4) The OM will notify in writing the school principals in schools likely to receive transfers from HLA 2 of the closure and provide contact information for school personnel handling transfers.

Days 15-30: (1) The pupil personnel staff will continue with student placement meetings; (2) A list of students and their known preferences for relocation will be prepared by the pupil personnel staff and sent to the HOS; (3) HLA 2 will transfer student records to the NYCDOE upon completion of the placement meeting between the pupil personnel staff and individual students; (4) Parents of the enrolled students will be informed of the transfer of their students' records to the NYCDOE and provided a copy of those records; and (5) HLA 2 will conduct a final meeting with the NYCDOE to ensure that each student has been properly enrolled in a local public school or has confirmed their enrollment in a non-public school.

**Transfer of Assets:** The OM with support from CSBM and legal counsel will be responsible for developing a plan that will direct a smooth and efficient transfer of assets. CSBM will maintain an up-to-date inventory of the assets of the school. CSBM, with the assistance of the BOT Finance Committee, will attend to the payment of all of HLA 2's outstanding debts. Once all debts are satisfied, distribution of assets will be initiated complying with Education §220 and the prescribed plan that has been developed by the OM and CSBM with the cooperation of the NYCDOE charter school office. This plan will detail what assets will be dispersed to which school(s), when, how and by whom. This plan will be presented to the BOT's Executive Committee for review and approval prior to its implementation.

**CERTIFICATION AND ASSURANCES STATEMENT**

Proposed Charter School Name Hebrew Language Academy Charter School 2  
Proposed School Location (District) Brooklyn, CSD 21, New York City  
Name of Existing Education Corporation (for replication) Not Applicable

I hereby certify that the applicant group/prospective Board of Trustees have all read Article 56 of the New York State Education Law, and understand the relationship between a charter school and the authorized chartering entity as defined in that statute. By submitting a charter school application to the Board of Regents, the applicant group/prospective Board of Trustees understands that the Board of Regents is the authorized chartering entity with the authority to approve our application to establish the proposed charter school and enter into a charter agreement setting forth the terms and conditions under which the Board of Trustees will operate the charter school. The applicant group/prospective Board of Trustees also understands that this charter school application serves as the first component of an application for a federal Charter Schools Program (CSP) Planning and Implementation Grant. We understand that if the charter application is approved and a charter is issued by the Board of Regents, the school is qualified to receive a CSP grant, pending available funding and final approval of additional materials – including budget materials - by NYSED and by the New York State Office of the Comptroller. We agree to complete all required budget information and assurances according to forthcoming instructions and a revised timeframe to be issued by NYSED.

I hereby certify that the information submitted in this application is true to the best of my knowledge and belief; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate or limit the admission of any student on any unlawful basis, including on the basis of ethnicity, race, creed, national origin or ancestry, gender, sexual orientation, disability, intellectual ability, measures of achievement or aptitude, athletic ability, age, religion, proficiency in the English language or a foreign language, or academic achievement. I understand that the Charter Schools Act allows, to the extent consistent with Federal law, “the establishment of a single-sex charter school or a charter school designed to provide expanded learning opportunities for students at-risk of academic failure or students with disabilities and English language learners.”<sup>12</sup>

The applicant group also make(s) the following assurances pursuant to Section 5203(b)(3) of Elementary and Secondary Education Act (ESEA) and the Consolidated Appropriations Act, which will be incorporated into, and made a part of, the Charter School’s charter, if granted, and be binding on the Charter School itself:

- An assurance that the charter school will annually provide the Secretary of the U.S. Department of Education and the State Education Department such information as may be

<sup>12</sup> N.Y. Education Law § 2854(2)(a)

required to determine if the charter school is making satisfactory progress toward achieving the objectives described in this application;<sup>13</sup>

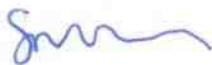
- An assurance that the charter school will cooperate with the Secretary of the U.S. Department of Education and the State Education Department in evaluating the program assisted under this subpart;<sup>14</sup> and
- That the charter school will provide such other information and assurances as the Secretary of the U.S. Department of Education and the State Education Department may require.<sup>15</sup>

*Existing Education Corporation (if seeking to replicate):* I hereby certify that for the above named model school (upon which the new school will be replicated) meets each of the following eligibility requirements. Not Applicable

- Has been in operation for a minimum of five years and is currently open;
- Has received a full 5 year renewal from its charter entity;
- Has provided a program of instruction for the same grade levels intended to be served in the replicated school;
- Has exceeded district averages in the aggregate on the State ELA and Math assessments for all grades tested;
- Has met or exceeded State averages in the aggregate on the State ELA and Math assessments for all grades tested;
- Has met or exceeded the 4- and 5-year State average graduation rate in the aggregate (if applicable);
- Has met or exceeded the State cohort graduation rate of 80% (if applicable);
- Has achieved a State Accountability Designation of at least a school in "Good Standing" for each year of its charter term; and
- Has been in compliance with local, state, and federal laws and its charter contract.

I, Sara Berman, hereby certify that the information submitted in this Full Application to establish Hebrew Language Academy Charter School 2 is true to the best of my knowledge and belief, realizing that any misrepresentation could result in disqualification from the application process or revocation after issuance of the charter.

Signature of Proposed BOT Chair/Existing Education Corporation BOT Chair:



Date: March 20, 2015

<sup>13</sup> ESEA § 5203(b)(3)(J)

<sup>14</sup> ESEA § 5203(b)(3)(K)

<sup>15</sup> ESEA § 5203(b)(3)(N)

## Attachment 1: Admissions Policy and Procedures

### Introduction

HLA 2's admission policy is non-sectarian and does not discriminate against any student on the basis of ethnicity, national origin, gender, disability or any other ground that would be unlawful if done by a school. Admission to HLA 2 will not be limited on the basis of intellectual ability, measures of achievement or aptitude, athletic ability, disability, race, creed, gender, national origin, religion or ancestry. Any child who is qualified under New York State law for admission to a public school is qualified for admission to HLA 2. The School will ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and § 2854(2) of the New York Education Law, governing admission to a charter school.

For admission to HLA 2 during the School's initial year, a child/student must be eligible to enter kindergarten or 1<sup>st</sup> grade in August 2016. Eighty-seven (87) Kindergarten and 75 1<sup>st</sup> grade students will be accepted in the inaugural lottery. Every year thereafter, HLA 2 will have 87 new Kindergarten seats available in the school. HLA 2's admissions will be open to both entering kindergarten students as well as students in each grade above kindergarten that the School is currently serving up to and including Grade 2, in the event that seats are available in those grades. Admission to HLA 2 will be limited each year to pupils within the grade levels to be served by the School. In order to be eligible to apply for Kindergarten, students must turn 5 by December 31 of the year in which they will enter Kindergarten. The law provides explicit preference for siblings of students and students residing in CSD 21 in Brooklyn.

In its admission policies and procedures, HLA 2 will not engage in any of the following:

- (1) Requiring parents to attend meetings or information workshops as a condition of enrollment
- (2) Having an unduly narrow enrollment period (e.g. fewer than 30 days);
- (3) Giving enrollment preference to children of members of the HLA 2 Board or founders group;
- (4) Requiring parents to sign agreements or contracts imposing certain responsibilities or commitments to HLA 2, regardless of their virtue, as a condition of enrolling their children (e.g. correcting a child's homework, volunteering, etc.);
- (5) Mandating that students or parents agree with HLA 2's mission or philosophy; or
- (6) Giving preference to students interested or talented in a particular HLA 2 program (e.g. foreign language proficiency).

### Enrollment Period, Admissions Lottery, Registration and Withdrawal

Formal recruitment of incoming students will begin after the charter school is authorized. It is important to note that this process will be carried out in English, Hebrew, Russian, Mandarin, Cantonese and Spanish (and any other dominant language in the community, as necessary). Beginning on or before January 1 of each year, the charter school will advertise open registration and provide families, if they choose, with opportunities to meet staff and learn more about the School. Families may submit applications beginning on or before January 15 through April 1 or thereafter (the date will be set and publicized each year). If as of the application deadline, the number of applicants to the charter school exceeds capacity, a random selection process (lottery) will be used to admit students. This lottery, if necessary, will be held annually on or about April 15. HLA 2 will use the computerized lottery system through the NYC Charter School Center to draw names. Students who do not secure a seat through the random lottery will be placed on a waiting list in the order that their names were drawn.

HLA 2 will include a description of the public lottery in its application material distributed to families during the outreach phase of the process. Should a lottery be required, all families who applied to the school will be informed of the details of the lottery, including the date, time and location that it will be held.

Admission preference shall be granted to applicants in the following manner:

- First preference (after the first year) will be given to returning students, who will automatically be assigned a space at the School and whose families will be formally contacted prior to the beginning of the school year to confirm automatic admission of their child.
- Second preference will be given to siblings<sup>1</sup> of students already enrolled in the charter school or siblings of a student whose name is drawn in the lottery whose names are also in the current year's lottery.
- Third preference will be given to residents of CSD 21.

#### *Lottery Process*

In the event that a lottery process is necessary, names will be drawn randomly by grade to fill available seats (87 seats in Kindergarten and 75 seats in Grade 1 for the inaugural lottery. For each subsequent year, 87 seats in Kindergarten and expected vacancies in the grades that are served through Grade 2). After those names are drawn, names will continue to be drawn in order to form a waiting list at each grade level (K-2) for the school. This waiting list will be the only official, legal document identifying the names of grade-eligible students with applications to the charter school pending acceptance when vacancies arise, based upon the order of random selection from the lottery. The previous year's waiting list will expire annually at the lottery drawing.

Whenever a vacancy occurs, either prior to the start of a particular school year or during the course of that school year, HLA 2 will contact the parents of the student next on the appropriate waiting list. Reasonable and multiple attempts will be made to contact the family of the student on the top of the waiting list and get confirmation of whether the student is still interested in enrolling at HLA 2 before proceeding to the next name on the list. If reasonable and multiple attempts to contact the student's parents are unsuccessful, then the School may remove that student from the waitlist. Documentation of the attempts made to contact the parents of any student removed from the waitlist will be maintained by the School. Waiting lists will not be carried over from year to year. Instead, the annual admission lotteries will be used to create new waiting lists. The School will send a new enrollment application directly to the parents of each child on the prior year's waiting list to fill out if they are still interested in enrollment.

#### *Procedures for Student Registration and Parental Intent to Enroll*

Once the lottery has been conducted, HLA 2 will notify parents and guardians of applicants by mail whether their child has been granted a seat at the School or if they are on the waiting list. The mailing will include an admission acceptance form that each parent of a child who has been selected for admission will fill out to confirm his or her intent to enroll the child in HLA 2. The School will also contact the parents of students currently enrolled and require them to confirm their intent for the student to remain in the school the next year. Reasonable and multiple attempts will be made to reach parents regarding their decision to re-enroll their children and parents will be given a reasonable amount of time to re-enroll their child before the School determines that they do not intend to enroll and makes that seat available to a new student for the next academic year.

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<sup>1</sup> The siblings preference is only applicable if the sibling is entering a grade, K-2, in which HLA 2 is accepting new students.

Prior to the commencement of each academic year, families of children who enroll at the School must complete the student registration process. As part of this process, parents must provide verification of residency, adult photo identification, NYC notice of transfer form (if available), IEP record if applicable, home language survey, photo media release form, ethnic identification survey, additional medical restrictions form if applicable, parent/guardian consent to request for the release of student records and/or a copy of the student's prior year academic record, birth certificate and immunization record, and student health insurance form indicating what coverage the student has. Parents will also complete student registration forms, lunch program applications, emergency contact information, and transportation forms. HLA 2 staff will be available to assist parents in understanding the registration requirements, obtaining required information and completing the required forms. In addition, forms and instructions will be published in languages other than English to facilitate successful registration by ELL parents and families.

All families of students currently enrolled in HLA 2 will be sent a renewal form by February of each year in order to indicate whether or not they will re-enroll their child for the next academic year. This process will inform the school as to any planned vacancies in Grades 1-2 that will need to be filled through the current year's application and lottery process.

#### *Voluntary Withdrawal*

HLA 2 is a public school of choice, both for application and withdrawal. At any time, a parent may wish to transfer their child to a different school. A parent wishing to withdraw his/her child from the School will be asked to complete a request for student withdrawal form. HLA 2 personnel will offer to meet with the family and discuss their reasons for withdrawing from the School, as well as to seek solutions to any problems that arise from these discussions. If the parents still wish to transfer their child to another school, HLA 2 staff will make every reasonable effort to help the student find a school that better serves the family's desires. HLA 2 will ensure the timely transfer of any necessary school records to the student's new school. Upon withdrawal of any student in grades K-2, HLA 2 will seek to fill that vacancy in a timely manner with the next student on the relevant grade's waitlist.

Attachment 2 Evidence of Public Review Process

Event #	Date	Group/Person Met With/Other Event	HLA 2 Applicant Group Member or Affiliate	Purpose	Outcome	Documentation Attached
1	3/18/15	General Community Meeting at Shorefront Y	Aaron Listhaus	Inform community and seek input		*Advertisement placed in local papers (Papers include Courier Life, Brooklyn Daily, Caribbean Life, The Brooklyn Paper) *E-mails to preschools about meeting *Screenshots of FB pages and websites about meeting
1A	3/18/15	Shirley Atkins, President of Tenant Association at Carey Gardens (NYCHA housing in Coney Island)	Aaron Listhaus Pam Harris	Initiate communication and establish relationship		Email To Shirley Atkins
2	Ongoing	Posting of Brochures and surveys, notices of meetings, info about HLA 2 on websites and/or Facebook pages of HCSC, HLA 2, HLA and Coney Island Generation Gap, Pam Harris	Pam Harris, Mark Fink (HLA 2 Public Contact)	Community Outreach, Inform community and seek input, Inform public about upcoming meetings		
3	2/15	Meeting with Borough President Eric Adams Meeting with NYS Senator Martin Golden	Mike Tobman, HLA 2 Consultant	Inform and Seek input and support	Both are supportive of HLA 2.	Letter of Support (Golden)
4	2/3/15	Shorefront Y Preschool Parent Meeting and General Community Meeting	Aaron Listhaus	Parent Meetings with preschool parents of the Y and General Community Meeting both to inform and seek input	Made presentation on HLA 2, sought questions and comment from attendees, distributed brochures and flyers.	*Parent Information Meeting Flyer *Advertisement of event in local papers (see Event #1 for list of papers) *Support Letter from Shorefront Y Preschool Director

Attachment 2 Evidence of Public Review Process

5	1/30/15	Emails and Letters to Directors of 25 Preschools in CSD 21	Aaron Listhaus Mark Fink	Inform preschool directors about HLA 2, provide brochures and surveys and links to HLA 2 website	Turnkey information to parents of their preschool students	Email sent to preschool directors (others without email addresses received a letter sent through regular mail with HLA 2 enclosures).
6	1/15/15	Distribution of Flyers to local pre-K centers and stores (Gurmanoff and St. Petersburg Book Stores in Brighton)	Mark Fink	Inform parents and community members about Feb. General Mtg at Shorefront Y		Flyer
7	1/15/15	Distribution of Flyers to Trump Village 3 Housing and Amalgamated Housing	Mark Fink	Inform residents of the upcoming February General Meeting at Shorefront Y		Flyer
8	1/28/15	HLA Parent Meeting	Aaron Listhaus	Inform, bolster community interest and support	Distributed brochures and flyers to parents to share with CSD 21 community members they knew	Samples of brochures
9	1/15	Developed multiple translations of HLA 2 brochures, surveys (English, Spanish, Urdu, Mandarin, Russian, Cantonese, Hebrew, Arabic)	Mark Fink	Community Outreach		Sample of translations of brochures. To view all translations of brochures and surveys, please visit: <a href="http://www.hla2.org/translations">www.hla2.org/translations</a>
10	1/15/15	U.S. Congressman Hakeem Jeffries	Mike Tobman	Inform, seek input and support	Plans to recommend an individual to HLA 2 Board of Trustees	Letter of Support
11	12/2/14	Coney Island Generation Gap Fundraiser Masquerade Ball	Aaron Listhaus Jon Rosenberg (HCSC President and CEO), Pam Harris	Community Outreach	Networked and distributed 100 HLA 2 brochures to members of local community	Samples of brochures
12	11/24/15	NYS Assemblyman Alec Brook Krasny	Mike Tobman	Inform and seek input		

Attachment 2 Evidence of Public Review Process

13	11/17/14	NYC Councilman Mark Treygar	Mike Tobman	Inform, seek input and support		
14	10/15/14	NYS Senator Diane Savino	Mike Tobman	Inform, seek input and support	Letter of Support	Letter of Support
15	10/2/14	Pam Harris, Executive Director of Coney Island Generation Gap	Aaron Listhaus Jon Rosenberg	Seek assistance in community outreach	Pam Harris joined Applicant Group	
16	10/2/14	Susan Fox, Executive Director, Shorefront Y	Aaron Listhaus Jon Rosenberg	Seek assistance to preschools and Community	Susan Fox joined Applicant Group	
17	4/30/14	Chaya Abelsky, Director, Nonprofit Help Desk	Maureen Campbell (former HCSC staff member)	Inform and seek input	Relationship building	
18	4/14/14	Pastor Fitzroy Jackson Brooklyn Church for Jesus	Maureen Campbell	Inform and seek input	Relationship Building	
19	1/18/14 1/27/14	Leonard Petlakh, Executive Director Kings Bay YM-YWHA	Maureen Campbell, David Gedzelman	Parent Information Session	Inform Parents, address parent concerns and inquiries	Parent Information Session Flyer
20	12/2/13 1/30/14	Elie Rubinstein, Executive Director, Moshit Rivkin, Asst. Exec. Director, Hebrew Educational Society	Maureen Campbell	Inform and seek input, Charter School Panel speaker (1/30/14)	Relationship Building	
21	11/17/13 2/17/14	Mathylde Frontus, Exec. Dir., Urban Neighborhood Svcs.	Maureen Campbell	Inform and seek input	Relationship Building	
22	10/30/13	Pam Harris, Exec. Dir. Coney Island Generation Gap	Maureen Campbell	Inform and seek input	Relationship Building	
23	10/25/13 , 12/6/13, 1/26/14	Sue Fox, Ex. Dir, Shorefront Y	Maureen Campbell	Inform and seek input, Parent Information Session (1/26)	Relationship building, Planning for public meeting site	Flyer for Parent Information Session
24	10/23/13	Ella Zalkind, CSD 21 and HLA Board member	Maureen Campbell	Inform and seek input	Relationship Building	
25	10/25/13	Jessica Carmona, Community Organizer	Maureen Campbell	Inform and seek input	Relationship Building	

[www.silvagniandcomolaw.com](http://www.silvagniandcomolaw.com)



HEBREW LANGUAGE ACADEMY CHARTER SCHOOL

Home About HLA 2 Contact Us Translations Updates Survey

### Community Meeting March 18<sup>th</sup>!

**A New Hebrew Language Public Charter School Is Being Planned For Children In Southern Brooklyn!**

**Wednesday, March 18<sup>th</sup>, 6:30 pm**

**Shorefront Y, 3300 Coney Island Avenue, Brooklyn, NY**

Hebrew Language Academy 2 (HLA2) is being planned to potentially open in Community School District (CSD) 21 in Southern Brooklyn. If approved HLA2 will be a free public charter school serving 156 students in grades K-1 its first school year. Each year, the school will grow by one grade until the school spans grades K-5. After reaching 5th Grade, permission to expand to 8th Grade will be sought. HLA2 is modeled after Hebrew Language Academy Charter School, in CSD 22. The new school will be open to all children eligible for Kindergarten and 1st Grade in 2016. Children living in CSD 21, which includes parts of Midwood, Gravesend, Sheepshead Bay, Brighton Beach, and Coney Island, will have preference for admission to the school.

To be put on our contact list, please visit our website ([www.hla2.org](http://www.hla2.org)) and complete our short survey.

For more information:

**212-792-6234**

**HEBREW CHARTER SCHOOL CENTER**

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To be put on our contact list, please visit our website ([www.hla2.org](http://www.hla2.org)) and complete our short survey.

For more information:

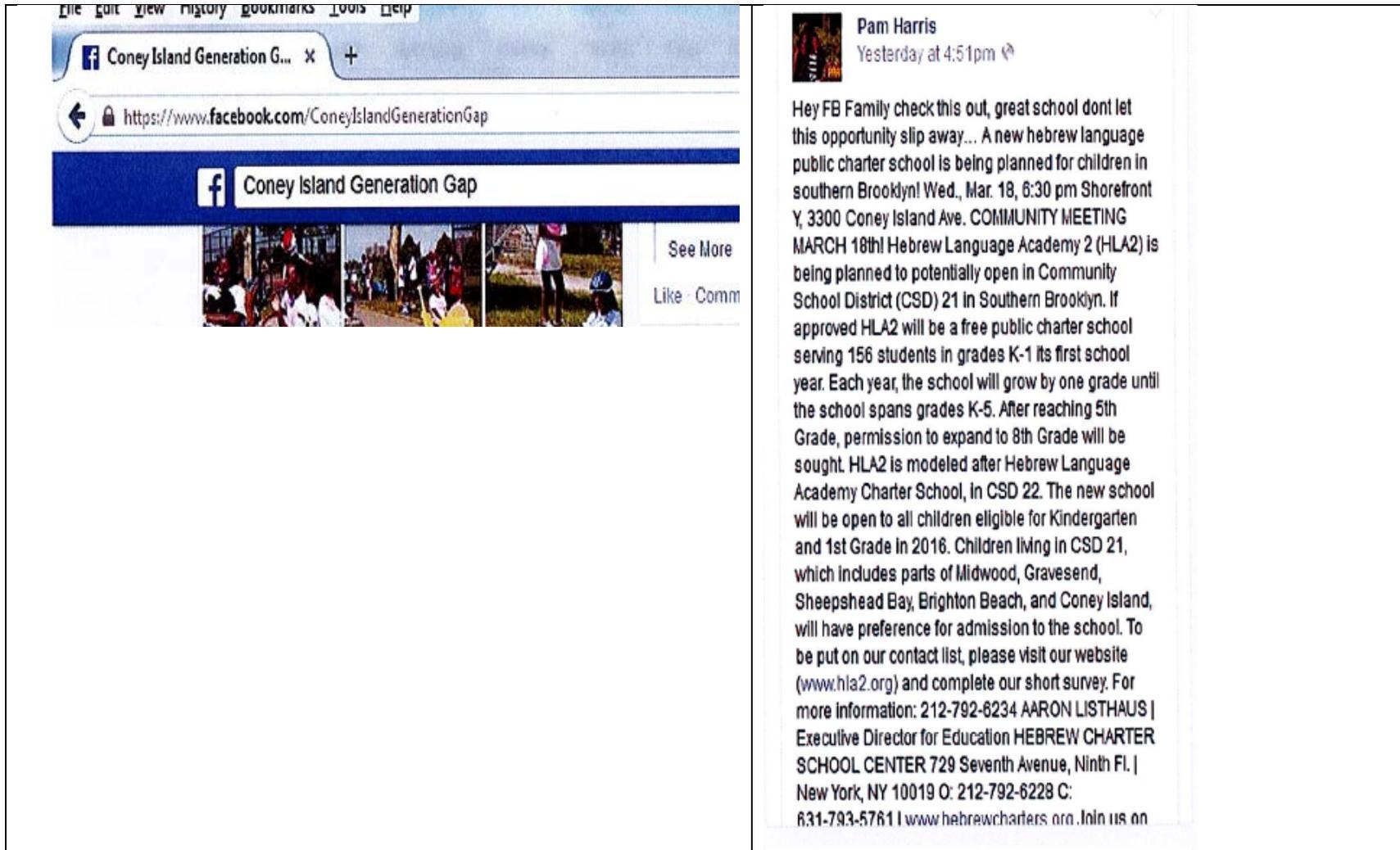
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**HEBREW CHARTER SCHOOL CENTER**

12 COURIER LIFE, MAR. 13-19, 2015

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The image is a screenshot of a Facebook post. On the left, the browser's address bar shows the URL <https://www.facebook.com/ConeyIslandGenerationGap>. Below the browser, the Facebook page header for "Coney Island Generation Gap" is visible, including a profile picture and a "See More" link. The main content of the post is a text message from Pam Harris, posted "Yesterday at 4:51pm". The text of the post is as follows:

Hey FB Family check this out, great school dont let this opportunity slip away... A new hebrew language public charter school is being planned for children in southern Brooklyn! Wed., Mar. 18, 6:30 pm Shorefront Y, 3300 Coney Island Ave. COMMUNITY MEETING MARCH 18th! Hebrew Language Academy 2 (HLA2) is being planned to potentially open in Community School District (CSD) 21 in Southern Brooklyn. If approved HLA2 will be a free public charter school serving 156 students in grades K-1 its first school year. Each year, the school will grow by one grade until the school spans grades K-5. After reaching 5th Grade, permission to expand to 8th Grade will be sought. HLA2 is modeled after Hebrew Language Academy Charter School, in CSD 22. The new school will be open to all children eligible for Kindergarten and 1st Grade in 2016. Children living in CSD 21, which includes parts of Midwood, Gravesend, Sheepshead Bay, Brighton Beach, and Coney Island, will have preference for admission to the school. To be put on our contact list, please visit our website ([www.hla2.org](http://www.hla2.org)) and complete our short survey. For more information: 212-792-6234 AARON LISTHAUS | Executive Director for Education HEBREW CHARTER SCHOOL CENTER 729 Seventh Avenue, Ninth Fl. | New York, NY 10019 O: 212-792-6228 C: 631-793-5761 | [www.hebrewcharters.org](http://www.hebrewcharters.org). Join us on

**From:** [Redacted]  
**Sent:** [Redacted]  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** [Redacted] 0 pm  
**Attachments:** HLA-2 Brochures English.pdf, HLA 2 Paper Survey.pdf, March 18th Community Meeting Ad.pdf  
**Importance:** High

Dear Preschool Director,

Previously I had written to you to inform you about the Hebrew dual language elementary charter school in CSD 21 that The Hebrew Charter School Center is planning to create. I wanted to let you know that we will be hosting a community information session at the Shorefront Y located at 3300 Coney Island Avenue at 6:30 PM on Wednesday, March 18, 2015. Members of our applicant group as well as representatives from the Hebrew Language Academy Charter School in CSD 22 (on which HLA 2 is modeled) will present plans for the school, facilitate a question and answer session and then actively seek input and suggestions from those in attendance. A flyer on this community information session is attached. I hope you or a representative from your preschool will be able to attend. I also encourage you to share the flyer with the parents of your children as we hope they will be able to attend as well.

As a reminder, we have a website [www.hla2.org](http://www.hla2.org) that we encourage you to visit. If you haven't completed the stakeholder survey available on the website, I encourage you to do so. As a director of a preschool in CSD 21, your input and feedback on our proposed charter school is very important to us as you are serving the families who have children who would be eligible to attend our school if it is approved and opens in August 2016. You can also complete the survey online by following the link here: [www.hla2.org/home/survey/](http://www.hla2.org/home/survey/). Again, we ask that you share this information with your parents as well.

In the meantime, if you have any questions or would like me to send additional copies of the attached materials to you please do not hesitate to contact Mark Fink by emailing him at [mark@hebrewcharters.org](mailto:mark@hebrewcharters.org) or calling him at 212-792-6234.

Sincerely,

Aaron Listhaus  
 Member, HLA 2 Applicant Group  
 Executive Director for Education, New York, Hebrew Charter School Center

Subject: RE: Hebrew Language Charter School

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**From:** Aaron Listhaus [REDACTED]  
**Sent:** Wednesday, March 18, 2015 3:52 PM  
**To:** [REDACTED]  
**Cc:** Pam Harris  
**Subject:** Hebrew Language Charter School

Dear Shirley,

I am writing to introduce you to Hebrew Language Academy Charter School 2, a charter school that is submitting an application to open in CSD 21. Pam Harris who is a member of our Applicant Group (and a proposed Board member for the school) along with me and 7 other individuals, shared your contact information with me. We are interested in meeting with tenant leaders in the NYCHA housing developments in the community as we hope that the elementary age children and their parents in these developments will be future community members at our school. Pam let me know that you are President of the Tenant Association at the Carey Gardens.

HLA 2 will be a similar model to Hebrew Language Academy Charter School in District 22. We will start with Grades K and 1 and grow to K-5 in our first charter term. The longer term plan is to be a K-8 school.

As background, HLA 2 will devote significant instructional time to core academic subjects to ensure student mastery of NYS Common Core Learning Standards and will set high standards for and expect high levels of achievement from all its students. Each week, students will have 10 hours of English Language Arts (ELA), 5 hours of Math, 3 hours of Social Studies, 2 ½ hours of Science and 5 hours of Modern Hebrew. In addition, students will participate in 3 hours of physical education, 3 hours of art and music and 1 hour of Chess weekly. HLA 2 will have a longer school day and school year: 190 instructional days per year and a school day that begins 8:00 am and ends at 3:30 pm. This increased time on task is necessary for all students, especially those students at-risk of academic failure, to meet and exceed proficiency standards in all subject areas.

We have a website, [www.hla2.org](http://www.hla2.org), where there is a stakeholder survey that I hope you might look at and complete. In addition, there are links to our brochures and surveys that can be downloaded. They are translated into multiple languages.

I would like the opportunity to meet with you in person at your convenience to talk about HLA 2 and see how we might be able to get information to the families of young children who live in Carey Gardens.

Sincerely yours,  
Aaron Listhaus

**AARON LISTHAUS** | Executive Director for Education

**HEBREW CHARTER SCHOOL CENTER**

729 Seventh Avenue, Ninth Fl. | New York, NY 10019

O: 212-792-6228 C: 631-793-5761 | [www.hebrewcharters.org](http://www.hebrewcharters.org)

*Join us on April 19 for our private benefit of **Finding Neverland.***

*For tickets and more information, click here.*

Like us on [Facebook](#) Follow us on [Twitter](#)

Brochures in English, Russian and Spanish. For all translations see [www.hla2.org/translations](http://www.hla2.org/translations)

## hebrew language academy 2

Please complete our survey, which will provide you with an opportunity to help us design a school that meets your child's needs.

To take the survey, go to:  
[www.hla2.org](http://www.hla2.org)



## hebrew language academy 2



**PROJECTED OPENING:  
FALL 2016  
IN BROOKLYN**

Part of the  
**HEBREW CHARTER  
SCHOOL CENTER**  
NATIONAL NETWORK OF CHARTER SCHOOLS

### THE HEBREW LANGUAGE ACADEMY

**CHARTER SCHOOL 2** will offer an academically rigorous K-5 curriculum that includes intensive instruction in the Hebrew language, and where students of all backgrounds will develop a strong sense of social and civic responsibility through the integration of service learning and community service across the curriculum.



- HLA2 is being explored to potentially open in Community School District (CSD) 21 in Brooklyn. If approved for a charter, HLA2 will be a free public charter school serving 156 students in grades K-1 its first school year. Each year, the school will grow by one grade until the school spans grades K-5. After reaching Fifth Grade, permission to expand to Eighth Grade will be sought. HLA2 is modeled after Hebrew Language Academy Charter School (HLA), which opened in neighboring CSD 22 in 2009, currently serves 450 students in Grades K-5.

- HLA2 will be open to all age- and grade-eligible children. Children living in CSD 21, which includes parts of Midwood, Gravesend, Sheepshead Bay, Brighton Beach, and Coney Island, will have preference for admission to the school. Students will be admitted to the school through a random lottery process.

- HLA2 will have 26-28 students in each class and three classes per grade. Each class will have two teachers, resulting in a student-to-teacher ratio of at most 14 to 1.

- HLA2 will have an extended day (8:00 a.m. to 3:30 p.m.) and extended year (190 days of school).

- Every day, each student at HLA2 will receive:
  - ✓ 2 hours of instruction in English Language Arts
  - ✓ 1 hour of instruction in math
  - ✓ 1 hour of instruction exclusively in Hebrew.

- During the week, each student will receive:
  - ✓ 180 minutes of social studies instruction
  - ✓ 135 minutes weekly of science instruction.

- In addition to the stand-alone Hebrew class, all subjects (with the exception of English language arts) will be conducted in English with the Hebrew language integrated, so that students are able to be immersed in Hebrew to the greatest extent possible. Each child will have regular instruction in music, physical education, art and technology each week.

- Our curriculum will incorporate the study of Israel with the study of world geography, culture and history. As our children learn the continents of the world, they will come to know stories of people who have immigrated to Israel from each continent. When they learn about holidays and cultural celebrations around the world, teachers will explain how different countries celebrate their culture and compare these events with similar celebrations in the U.S. and Israel.

- HLA2 will have a student-centered approach to instruction to promote individualized instruction to meet the needs of all learners.

- HLA2's academic program will welcome and be well prepared to serve students with special needs and students who are English Language Learners.

- HLA2 will arrange yellow school bus transportation for eligible students through the NYC DOE's Office of Pupil Transportation.

## Russian

**ЧАРТЕРНАЯ ШКОЛА «АКАДЕМИЯ ИВРИТА 2» (HEBREW LANGUAGE ACADEMY 2 — HLA2)** предлагает качественное образование по программе K–5, включающее интенсивное изучение иврита, для детей всех слоев населения и этнических групп. Учебная программа предусматривает активное участие школьников в общественной жизни и способствует развитию у них высокой гражданской ответственности.



- Школу HLA2 предполагается открыть в школьном округе (CSD) 21 в Бруклине. В случае положительного решения местных властей об утверждении ее устава это будет бесплатная чартерная школа, в которую в первом учебном году будет набрано 156 учеников в классы K–1. В каждом последующем году будет добавляться по одному классу, пока школа не будет укомплектована по 5-й класс. После этого школа будет ходатайствовать о расширении до восьмого класса. HLA2 создается по образцу чартерной школы «Академия иврита» (HLA), открывшейся в соседнем округе CSD 22 в 2009 г., в которой в настоящее время обучается 450 детей в классах K–5.
- Школа HLA2 будет открыта для всех детей соответствующего возраста и класса. Преимущество при приеме будет предоставляться детям, проживающим на территории округа CSD 21, который охватывает части районов Мидвуд, Грейвсэнд, Шипсхед-Бей, Брайтон-Бик и Кони-Айленд. Прием будет проводиться методом случайного выбора, по типу лотереи.

- В школе будет по три параллельных класса на каждый год обучения. В классе будет 25–26 детей и два учителя, таким образом, на каждого учителя будет приходиться не более 14 учеников.
- Дети будут обучаться в режиме продленного дня (с 8:00 до 15:30) и продленного года (190 учебных дней).
- Ежедневно у каждого ученика HLA2 будет:
  - ✓ 2 часа английского языка;
  - ✓ 1 час математики;
  - ✓ 1 час преподавания полностью на иврите.
- Каждый ученик будет изучать:
  - ✓ общественные науки — 180 минут в неделю;
  - ✓ естественные науки — 135 минут в неделю.
- Помимо специальных уроков иврита, все предметы (кроме английского языка) будут преподаваться на английском с включением иврита, чтобы создать для учащихся возможность максимального погружения в этот язык. У всех детей будут еженедельные занятия по музыке, физкультуре, искусству и технике.
- В школьные программы по мировой географии, культуре и истории включено углубленное изучение Израиля. Изучая разные страны и континенты, наши ученики будут узнавать о людях, эмигрировавших оттуда в Израиль. Рассказывая детям о праздниках и традициях народов мира, преподаватели будут объяснять, как разные страны чтут свою культуру, и проводить аналогии с традициями США и Израиля.
- Преподавание будет вестись по принципу ориентации на ученика, с максимальным использованием индивидуального обучения для удовлетворения потребностей каждого школьника.
- Учебная программа HLA2 в полной мере приспособлена для обучения детей со специальными потребностями и детей, изучающих английский язык.
- Школа организует для учеников транспортировку желтыми школьными автобусами через отдел школьных перевозок Департамента образования штата Нью-Йорк.

## Spanish

### LA ESCUELA AUTÓNOMA (CHARTER) HEBREW LANGUAGE

**ACADEMY 2** ofrecerá un currículo académicamente riguroso desde kindergarten hasta 5º grado que incluirá una instrucción intensiva en el idioma hebreo, así como un lugar en el que los estudiantes de todo origen desarrollarán, en todo el plan de estudio, un fuerte sentido de responsabilidad social y cívica a través de la integración del aprendizaje sobre servicio y servicio comunitario.



• Se está explorando la inauguración potencial de HLA2 en el distrito escolar comunitario (CSD, por sus siglas en inglés) Nº 21, ubicado en Brooklyn. Si la acreditación autónoma de HLA2 recibe aprobación, será una escuela gratuita pública autónoma que prestará servicios a 156 estudiantes desde kindergarten hasta 5º grado durante su primer año escolar. La escuela añadirá un grado cada año hasta que la escuela abarque desde kindergarten hasta 5º grado. Luego de lograr el quinto grado, se pedirá permiso para expandirse hasta el octavo grado. HLA2 se basa en Hebrew Language Academy Charter School (HLA, por sus siglas en inglés), la cual abrió sus puertas en 2009 en el distrito escolar comunitario vecino Nº 22, y que en la actualidad presta servicios a 450 estudiantes desde kindergarten hasta 5º grado.

• HLA2 será accesible a todo niño que califique en base a su edad y grado escolar. Se les dará prioridad de Ingreso escolar a los niños que vivan en CSD 21, el cual incluye partes de Midwood, Gravesend, Sheepshead Bay, Brighton Beach, y Coney Island. Se admitirán estudiantes a la escuela por medio de un proceso de sorteo al azar.

• HLA2 consistirá de 26 a 28 estudiantes en cada clase, así como tres clases por grado. Cada clase contará con dos maestros, lo que resultará en una proporción máxima de 14 estudiantes por cada maestro.

• HLA2 tendrá un día escolar ampliado (de 8:00 a.m. a 3:30 p.m.) y un año escolar ampliado (190 días escolares)

• Cada estudiante en HLA2 recibirá, a diario:

- 2 horas de instrucción en arte de la lengua inglesa
- 1 hora de instrucción en matemáticas
- 1 hora de instrucción dictada exclusivamente en hebreo.

• Cada estudiante recibirá, a la semana:

- 180 minutos de instrucción en estudios sociales
- 135 minutos semanales de instrucción sobre ciencias

• Además de la clase independiente en hebreo, todas las materias (a excepción de arte de la lengua inglesa) se llevarán a cabo en inglés junto con el idioma hebreo integrado, lo que permitirá que los estudiantes reciban la mayor concentración posible en la lengua hebreo. Cada niño obtendrá una instrucción regular cada semana en música, educación física, arte y tecnología.

• Nuestro currículo incorporará el estudio de Israel con el estudio de la geografía, cultura e historia mundial. A medida que nuestros niños aprendan los continentes del mundo, conocerán historias de personas que, de cada continente, han emigrado a Israel. Cuando ellos aprendan sobre los días festivos y celebraciones culturales alrededor del mundo, los maestros explicarán las formas distintas en que se celebran en otros países, y compararán estos eventos con celebraciones similares en los Estados Unidos e Israel.

• HLA2 tendrá un enfoque a la enseñanza centrado en los estudiantes que promueva la instrucción individualizada con el fin de satisfacer las necesidades de todos los alumnos.

• El programa académico de HLA2 acogerá y estará preparado debidamente para servir a estudiantes con necesidades especiales y a estudiantes que están aprendiendo inglés.

• HLA2 organizará transporte por autobuses escolares amarillos para los estudiantes que califiquen mediante la oficina de transporte del alumno del Departamento de Educación de la Ciudad de Nueva York.

Please visit [www.hla2.org/translations](http://www.hla2.org/translations) for the Stakeholder Survey available in English and multiple languages

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**COMMUNITY MEETING FEBRUARY 3<sup>RD</sup>!**  
**A NEW HEBREW LANGUAGE PUBLIC CHARTER SCHOOL IS BEING PLANNED FOR CHILDREN IN SOUTHERN BROOKLYN!**  
**Tuesday, Feb. 3, 9-10 am Shorefront Y, 3300 Coney Island Ave.**

Hebrew Language Academy 2 (HLA2) is being planned to potentially open in Community School District (CSD) 21 in Southern Brooklyn. If approved HLA2 will be a free public charter school serving 156 students in grades K-1 its first school year. Each year, the school will grow by one grade until the school spans grades K-5. After reaching 5th Grade, permission to expand to 8th Grade will be sought. HLA2 is modeled after Hebrew Language Academy Charter School, which opened in CSD 22 in 2009 and now serves 450 students in Grades K-5. The new school will be open to all children eligible for Kindergarten and 1st Grade in 2016. Children living in CSD 21, which includes parts of Midwood, Gravesend, Sheepshead Bay, Brighton Beach, and Coney Island, will have preference for admission to the school.

For more information: **212-729-6234**  
[www.hlacharterschool2.org](http://www.hlacharterschool2.org)

**HEBREW CHARTER SCHOOL CENTER**

This full page flyer (shrunk to fit page was also printed in Russian and Spanish)

**COME LEARN ABOUT A  
NEW HEBREW LANGUAGE  
PUBLIC CHARTER SCHOOL  
BEING PLANNED FOR THE  
CHILDREN OF SOUTHERN  
BROOKLYN!**



**COMMUNITY MEETING**  
**Tuesday, Feb. 3, 9-10 a.m.**  
**Shorefront Y, 3300 Coney Island Avenue**

Hebrew Language Academy 2 (HLA2) is being planned to potentially open in Community School District (CSD) 21 in Southern Brooklyn. If approved HLA2 will be a free public charter school serving 156 students in grades K-1 its first school year. Each year, the school will grow by one grade until the school spans grades K-5. After reaching Fifth Grade, permission to expand to Eighth Grade will be sought. HLA2 is modeled after Hebrew Language Academy Charter School, which opened in neighboring CSD 22 in 2009 and currently serves 450 students in Grades K-5.

The new school will be open to all children eligible for Kindergarten and First Grade in 2016. Children living in CSD 21, which includes parts of Midwood, Gravesend, Sheepshead Bay, Brighton Beach, and Coney Island, will have preference for admission to the school.

For more information:  
**212-729-6234**  
[www.hlacharterschool2.org](http://www.hlacharterschool2.org)

**HEBREW CHARTER SCHOOL CENTER**

## Event #5

Mark Fink

---

From: Mark Fink <mark@hebrewcharters.org>

Sent:

To:

Subject:

Attachments:

Importance: High

Dear Preschool Director,

I am writing to inform you that The Hebrew Charter School Center is planning to create a Hebrew dual language elementary charter school in CSD 21. I am a member of the Applicant Group that will be submitting a charter application to the NYS Education Department this March for the Hebrew Language Academy Charter School 2 (HLA 2) that is a proposed K-5 public charter school.

As a director of a preschool in CSD 21, your input and feedback on our proposed charter school is very important to us as you are serving the families who have children who would be eligible to attend our school if it is approved and opens in August 2016.

To this end, I am delighted to send you the attached one-page description so that you can learn more about our plans and then provide us with your comments through the stakeholder survey which I have also included. You can also complete the survey online by following the link here: [www.hlacharterschool2.org/home/survey/](http://www.hlacharterschool2.org/home/survey/)

We hope you will also share this information with the parents of the children you serve as their voice is very important to us as well. These materials can also be accessed from our website, [www.hlacharterschool2.org](http://www.hlacharterschool2.org).

Finally, we will be hosting a community information session at the Shorefront Y located at 3300 Coney Island Avenue at 9 am on February 3, 2015. Members of our applicant group as well as representatives from the Hebrew Language Academy Charter School in CSD 22 (on which HLA II is modeled) will present plans for the school, facilitate a question and answer session and then actively seek input and suggestions from those in attendance. A flyer on this community information session is attached. I hope you or a representative from your preschool will be able to attend. I also encourage you to share the flyer with the parents of your children as we hope they will be able to attend as well.

In the meantime, if you have any questions or would like me to send additional copies of the attached materials to you please do not hesitate to contact Mark Fink by emailing him at [mark@hebrewcharters.org](mailto:mark@hebrewcharters.org) or calling him at 212-792-6234.

Sincerely,

Aaron Listhaus  
Member, HLA II Applicant Group  
Executive Director for Education, New York, Hebrew Charter School Center

[www.hlacharterschool2.org](http://www.hlacharterschool2.org)

[www.facebook.com/hlacharterschool2](http://www.facebook.com/hlacharterschool2)

[www.twitter.com/hlacharterschool2](http://www.twitter.com/hlacharterschool2)



Congress of the United States  
House of Representatives  
Washington, DC 20515

Event #10

WASHINGTON OFFICE:  
1339 LONGWORTH HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(202) 225-6936

DISTRICT OFFICES:

CENTRAL BROOKLYN OFFICE:  
55 HANSON PLACE, SUITE 603  
BROOKLYN, NY 11217  
(718) 237-2211

SOUTH BROOKLYN OFFICE:  
445 NEPTUNE AVENUE, FIRST FLOOR  
BROOKLYN, NY 11224  
(718) 373-0033

JEFFRIES.HOUSE.GOV

March 19, 2015

Chancellor Merryl H. Tisch  
Board of Regents  
New York State Education Department  
89 Washington Avenue  
Albany, New York 12234

Dear Chancellor Tisch:

I write to express my support for the establishment of the Hebrew Language Academy Charter School 2 (HLA2) in Community School District (CSD) 21. If approved, the proposed school would help address the culturally rich and highly diverse needs of many of the communities I represent in the 8<sup>th</sup> Congressional District by providing a fully inclusive school option to area residents.

Hebrew Language Academy Charter School 2 is modeled after successful schools already in operation. Both Harlem Hebrew in Manhattan, and Hebrew Language Academy in Brooklyn's District 22, have demonstrated a commitment to educational excellence, and a dedication to racial, economic and ethnic diversity as a core learning principle. At the proposed school, English-language learners and children with Individualized Education Programs will be socialized in classes alongside their peers, and students from families at all income levels.

I am pleased to support their request and urge the New York State Board of Regents to give full and fair consideration to the Hebrew Language Academy Charter School's application to open a school that would provide high quality educational options for parents and students in the community.

Thank you in advance for your attention to this important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Hakeem Jeffries".

HAKEEM JEFFRIES  
Member of Congress



Phone 718-646-1444 Fax  
718-646-0376  
3300 Coney Island Ave., Brooklyn, New York  
11235 – 6606

March 16, 2015

Chancellor Merryl H. Tisch  
Board of Regents  
New York State Education Department  
89 Washington Avenue  
Albany, New York 12234

PRESIDENT  
Ella Zalkind

Dear Chancellor Tisch:

TREASURER  
Vadim Daynovsky

I am writing to support the establishment of the Hebrew Language Academy Charter School 2 (HLA 2) in CSD 21. As the Early Childhood Director at the Shorefront Y which serves families and children in CSD 21, I can attest to the need for quality public school options and the interest the parents of the children in our early childhood programs would have for an opportunity such as the one HLA 2 can offer their children.

VICE PRESIDENTS  
Michael Papo

DIRECTORS  
Maya Ferd  
Gorokhovskiy  
Marina Kovalyov  
Boris Nelkin  
Scott Schneider  
Jessica Wilson

I have had the opportunity to meet with Aaron Listhaus of the HLA 2 Applicant Group who made a presentation to the families in our programs here at the Shorefront Y. I am impressed with the HLA 2 model particularly its commitment to creating a diverse community and its focus on second language learning. Our preschool programs here reflect the diversity of this district including the different immigrant populations that have chosen our community as their home. These key aspects of the school are very appealing to families we serve.

PAST PRESIDENT  
Anna Rachmansky  
Keith B. Stein

I hope the Board of Regents will look favorably on the HLA 2 application. If it is chartered, I look forward to informing our families of this opportunity and helping them apply to the school.

BOARD  
CHAIRPERSON  
EMERITUS  
Joseph S. Kaplan\*

Sincerely yours,

EXECUTIVE  
DIRECTOR  
Susan Fox, LMSW

Yelena Kirilko  
Early Childhood Director  
718-646-1444, ext. 316  
347-689-1811 (direct line)  
718-646-0376 (fax)  
kirilko@shorefronty.org

\*Deceased



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**DISTRICT OFFICE:**  
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 BROOKLYN, NEW YORK 11209  
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 FAX: (718) 238-6170  
**E-MAIL ADDRESS:**  
 GOLDEN@NYSENATE.GOV  
**WEBSITE:**  
 GOLDEN.NYSENATE.GOV

March 17, 2015

Chancellor Merryl Tisch  
 Board of Regents, New York State Education Department  
 89 Washington Avenue  
 Albany, New York 12234

Dear Chancellor Tisch,

Consistent with my longtime support of Hebrew Language Public Charter Schools in Brooklyn’s Community School District 22, and in Harlem, this letter is gladly written in support of the application for a new school - Hebrew Language Academy Charter School 2 (HLA2) - for Brooklyn’s Community School District 21.

Successful schools should be models for innovation and for excellence. Government should encourage the development of public schools that work and that reflect our shared values. HLA2 will be based on the good works of schools that New York City and State have already demonstrated confidence in. Harlem Hebrew, and Hebrew Language Academy in District 22, have proven themselves to be exciting additions to our public school community. HLA2 will also do us proud.

HLA2’s curriculum will prepare its students to be active community members. The school’s focus on foreign language will inform students’ understanding of diversity and effective communication, and will provide them with an expansive view of the world. With colleges and job markets increasingly global, it is precisely the type of elementary education that HLA2 will provide that prepares young minds to see diversity as strength.

Brooklyn - and all of New York City - needs more schools. HLA2 would provide new seats and relieve some of the pressure on existing schools. South Brooklyn is a wonderful mix of diverse young families with school age children living alongside senior citizens who have lived in the neighborhood for decades. Families move here because it’s affordable and because of our schools. HLA2 would be a welcome and needed addition.

HLA2, like the schools it is modeled on, will be diverse. It is this diversity that presents this submission as reflective of Brooklyn and the wider New York City. I hope HLA2’s application for a Charter meets with your approval.

Warmly,



CHAIR  
LABOR

## COMMITTEE MEMBER

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## E-MAIL ADDRESS

SAVINO@SENATE.STATE.NY.US

THE SENATE  
STATE OF NEW YORK



**DIANE J. SAVINO**  
SENATOR, 23 RD DISTRICT

ALBANY OFFICE  
ROOM 312  
LEGISLATIVE OFFICE BUILDING  
ALBANY, NEW YORK 12247  
PHONE: (518) 455-2437  
FAX: (518) 426-6943

DISTRICT OFFICES  
36 RICHMOND TERRACE  
STATEN ISLAND, New York 10301  
PHONE: (718) 727-9406  
FAX: (718) 727-9426

2872 W. 15<sup>th</sup> Street  
Brooklyn, NY 12224  
(718) 333-0311  
(347) 492-3263

March 20, 2015

Chancellor Merryl H. Tisch  
Board of Regents  
New York State Education Department  
89 Washington Avenue  
Albany, New York 12234

Dear Chancellor Tisch:

This letter is sent in support of the application to form a new Hebrew Language Public Charter School in south Brooklyn's Community School District 21. Though I have many concerns with the prominence discussions around charter schools have taken, often distracting from other weighty matters in public education, this proposed school - Hebrew Language Academy Charter School 2 (HLA2) - is notable for what it is and what it isn't. This school is modeled on similar successful New York schools - one also in Brooklyn, the other in Harlem - and will be a welcome addition to our public school community.

Long before Brooklyn became an international brand, the neighborhoods I have the honor of representing along our southern coast anchored stability in difficult years, and then economic prosperity. Our communities are diverse, and attract young families from throughout the city because of our still undervalued homes, co-ops, and apartments, and because of our schools.

There is a need for this new school, and its submission is appropriate. District 21 families' desire for HLA2 is evidenced by the most recent application statistics from District 22's Hebrew Language Academy, which currently has 82 applications for kindergarten through second grade students who reside in District 21, despite HLA 22's recruitment efforts not extending into 21.

I am impressed with the focal point diversity has in HLA2's submission. Their planned curriculum is built around a commitment to deep diversity reflective of District 21's families. Education through the lens of modern Hebrew, and an emphasis on civic affairs, will prepare students to be engaged global citizens.

South Brooklyn families need more elementary school seats. Approving HLA2 for District 21 will bring an excellent public school addition to our community, and relieve pressure on existing schools. I hope their submission meets with your approval.

Sincerely,

Diane J. Savino  
New York State Senator, 23<sup>rd</sup> District

## Hebrew Language Academy Charter School 2

*Estará ubicada en Distrito Escolar Comunitario 21*

# Sesión Informativa para padres

domingo, 26 de enero, 2014  
12:30 PM

**Shorefront Y**  
3300 Coney Island Ave.  
Brooklyn, NY 11235

*¡Venga y aprenda más sobre esta gran oportunidad educativa propuesta para Distrito Escolar Comunitario 21!*



## Hebrew Language Academy Charter School II



*Скоро Открывается в нашем районе (District 21)*

# Информативная Встреча для Родителей

Воскресенье, 26 января, 2014  
12:30 PM

Shorefront YM-YWHA  
of Brighton-Manhattan Beach  
3300 Coney Island Ave.  
Brooklyn, NY 11235

*Приходите и узнайте об этом уникальном,  
двуязычном образовательном проекте для нашего  
школьного района (District 21)!*





**HEBREW CHARTER SCHOOL CENTER**

---

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Jonathan Rosenberg  
*President & CEO*

Aaron Listhaus  
*Executive Director, Education*

March 19, 2015

William Clarke  
New York State Education Department  
Charter School Office  
89 Washington Ave., EB 5N M  
Albany, New York 12234

Dear Bill,

This letter serves to confirm Hebrew Charter School Center's commitment to provide Hebrew Language Academy Charter School 2 with start-up and implementation grant funds totaling \$500,000 beginning January 1, 2016 should it be authorized. The funds will be disbursed in the following manner:

January 1, 2016: \$125,000  
July 1, 2016: \$150,000  
July 1, 2017: \$125,000  
July 1, 2018: \$125,000

The services that HCSC provides its network schools include grant and loan making and related financial support.

Over the last five years, an average of 30% of our annual operating budget has been for direct philanthropic grants to its network schools. As a CMO, HCSC intends to continue to provide the schools it manages with philanthropic support, particularly in the early years when schools are not yet at capacity and cannot yet reap the benefits of economies of scale that come with increased enrollment.

Please do not hesitate to contact me if you have any questions regarding this financial commitment to the school. I can be reached at (646) 217-2212.

Sincerely,

Jon Rosenberg  
President and CEO

Attachment 3(a) Sample Weekly Student and Teacher Schedule

Grade K-5 Student	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:15	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
8:15-9:15	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop
9:15-10:15	Writers Workshop	Writers Workshop	Writers Workshop	Writers Workshop	Writers Workshop
10:15-11:15	Hebrew	Hebrew	Hebrew	Hebrew	Hebrew
11:15-12:15	Math	Math	Math	Math	Math
12:15-1:00	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess	Lunch/Recess
1:00-1:30	Music/Art	Science	Physical Ed	Chess	Chess
1:30-2:00	Physical Ed	Physical Ed	Physical Ed	Music/Art	Science
2:00-2:30	Social Studies	Music/Art	Science	Music/Art	Social Studies
2:30-3:30	Art/Music	Science	Social Studies (inclusive of Service Learning)	Social Studies	Physical Education
3:30	Homeroom/Dismissal	Homeroom/Dismissal	Homeroom/Dismissal	Homeroom/Dismissal	Homeroom/Dismissal

At HLA 2, K-5 students have the following weekly hours of instruction:

10 hours ELA

5 hours Math

5 hours Hebrew

3 hours Social Studies

2 ½ hours Science

1 hour Chess

3 hours Music/Art

3 hours Physical Education

Note that this schedule is applicable for a General Studies Teacher in Grades K-5

Grade Kindergarten-A General Studies Teacher

	Co-Teacher	Monday	Tuesday	Wednesday	Thursday	Friday
7:55-8:15		Planning Time	Planning Time	Planning Time	Planning Time	Planning Time
8:15-9:15	Grade K-B Teacher in Classroom A	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop
9:15-10:15		Writers Workshop	Writers Workshop	Writers Workshop	Writers Workshop	Writers Workshop
10:15-11:15	Grade K-B Teacher in Classroom B	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop	Readers Workshop
11:15-12:15	Grade K-B Teacher in Classroom A	Math	Math	Math	Math	Math
12:15-1:00		Personal Lunch	Personal Lunch	Personal Lunch	Personal Lunch	Personal Lunch
1:00-1:30		Planning Time	Science	Planning Time	Planning Time	Planning Time
1:30-2:00		Planning Time	Planning Time	Planning Time	Planning Time	Science
2:00-2:30	Grade K-A Hebrew Teacher	Social Studies	Planning Time	Science	Planning Time	Social Studies
2:30-3:30	Grade K-A Hebrew Teacher	Planning Time	Science	Social Studies (inclusive of Service Learning)	Social Studies	Planning Time
3:45-4:30		Planning Time	Planning Time	Planning Time	Planning Time	DISMISSAL 4:00

Note that this schedule is applicable for a Hebrew Teacher in Grades K-5

Grade Kindergarten-A Hebrew Teacher

	Co-Teacher	Monday	Tuesday	Wednesday	Thursday	Friday
7:55-8:15		Communal Breakfast Duty	Communal Breakfast Duty	Communal Breakfast Duty	Communal Breakfast Duty	Communal Breakfast Duty
8:15-9:15		Planning Time	Planning Time	Planning Time	Planning Time	Planning Time
9:15-10:15		Planning Time	Planning Time	Planning Time	Planning Time	Planning Time
10:15-11:15	Grade K-B Hebrew Instructor in Classroom A	Hebrew	Hebrew	Hebrew	Hebrew	Hebrew
11:15-12:15	Grade K-B Hebrew Instructor in Classroom B	Hebrew	Hebrew	Hebrew	Hebrew	Hebrew
12:15-1:00		Lunch/Recess Duty	Lunch/Recess Duty	Lunch/Recess Duty	Lunch/Recess Duty	Lunch/Recess Duty
1:05-2:00		Personal Lunch	Personal Lunch	Personal Lunch	Personal Lunch	Personal Lunch
2:00-2:30	Grade K-A General Studies Teacher	Social Studies	Planning Time	Science	Planning Time	Social Studies
2:30-3:30	Grade K-A General Studies Teacher	Planning Time	Science	Social Studies (inclusive of Service Learning)	Social Studies	Planning Time
3:30-3:45		Dismissal Duty	Dismissal Duty	Dismissal Duty	Dismissal Duty	Dismissal Duty
3:45-4:30		Planning Time	Planning Time	Planning Time	Planning Time	DISMISSAL 4:00

	HLA 2 Reading Specialist				
	Mon	Tues	Wed	Thurs	Fri
7:55-8:15	<i>Prep</i>				
8:15-9:15	<i>Push-in Classroom Support</i>				
9:15-10:15	<i>Push-In Classroom Support</i>				
10:15-11:15	<i>Prep</i>				
11:15-12:15	<i>Testing Period</i>				
12:15-1:00	<i>Personal Lunch</i>				
1:00-1:30	<i>Pull-Out Support for Targeted Students</i>				
1:30-2:00	<i>Pull-Out Support for Targeted Students</i>				
2:00-2:30	<i>Prep</i>				
2:30-3:00	<i>Pull-Out Support for Targeted Students</i>				
3:00-3:30	<i>Prep</i>				
3:45-4:30	<i>Common Planning Time (Monday-Thursday); Friday: 4 pm Dismissal</i>				

Attachment 3b First Year Calendar

Month	Holidays	Other	Total Student School Days
August 2016		Pre-Opening Professional Development for Teachers: August 15-23 First Day of School for Students: August 24, 2016	6
September 2016	September 5, Labor Day		21
October 2016	October 3, Rosh Hashanah October 10, Columbus Day October 12, Yom Kippur	Professional Development Day for Teachers: October 10	18
November 2016	November 8, Election Day November 11, Veterans Day November 24-25, Thanksgiving	Professional Development Day for Teachers: November 8.	18
December 2016	December 23-31, Winter Break	Professional Development Day for Teachers: December 12	15
January 2017	January 1, Winter Break (continued), MLK Day January 16	Professional Development Day for Teachers, January 30	19
February 2017	February 20-24, Mid-Winter Break	Professional Development Day for Teachers, February 17	14
March 2017		Professional Development Day for Teachers, March 20	22
April 2017	April 10-14, Spring Break		15
May 2017	May 29, Memorial Day	Professional Development Day for Teachers, May 15	21
June 2017		Last day of school for students: June 29, 2017 Last day of school for teachers: June 30, 2017	21
<b>Summer School Program for Targeted Students</b>			
July 5-August 1, 2017	Summer School runs from 8:30 am- 2:30 pm		20

\*This 2016-17 School Calendar will be revised as necessary in order to more closely align with the school holidays of the NYCDOE calendar once it is released.

- The first day of school for teachers will be Monday, August 15, 2016 and they will be engaged in seven days of pre-opening professional development.
- There are seven (7) full day Professional Development Days for teachers within the annual school calendar.
- During the school year, teachers have daily staff development time from 3:45-4:30 after student dismissal (Monday-Thursday). This time is available for common planning time, grade team meetings, data meetings, targeted professional development topics, coaching. The designated time is *in addition* to teacher prep and planning time within their school day schedule and the 7 full day PD days during the school year and 7 full day pre-opening PD in August.
- The first day of school for students will be Wednesday, August 24th, 2016.
- The last day of school for students will be Thursday, June 29th, 2017.
- The last day of school for teachers will be Friday, June 30th, 2017.
- The school year will be broken into three marking periods:
  - The first marking period ending on or about November 21, 2016
  - The second marking period ending on or about February 28, 2017
  - The third marking period ending a week before the last day of school.
- Every report card is distributed to parents at individual parent teacher conferences.
- Summer School for targeted students begins on July 5, 2017 and runs through August 1, 2017.

Attachment 4: HLA 2 Student Discipline Policy Draft

To ensure that an environment is created where teaching and learning can thrive, the Hebrew Language Academy Charter School 2 (“HLA 2” or the “School”) has developed a series of rules that address proper student behavior, maintenance of order within the School and while people are engaged in school activities, and a statement of student rights and responsibilities.

School staff will ensure that parents and students are well informed of these policies before enrollment, at the time that students’ sign up for entry into the School, and as changes are made throughout the school year. As such, students will not be surprised about what type of behavior is expected from them, and parents will be reassured about the type of classroom environment that will be maintained in HLA 2.

It is critical that faculty and staff have a full understanding of the School’s discipline policy, are clear on recognizing situations in which students’ behavior is in proper accordance with the policy and when the policy has been violated, and are versed in the various procedures and policies surrounding varying degrees of infractions of the policy. All staff will be provided with professional development on school discipline issues, in particular implementing the discipline policy as well as implementing overall consistent and effective behavior management and discipline strategies in the classroom and in the greater School community. Staff will be provided with training in this area as close to the start of the school year as possible or shortly upon their engagement with the School, if they are hired during the school year. Follow-up training throughout the year will be provided if deemed necessary.

This policy sets forth the HLA 2’s policy regarding how students are expected to behave when participating in School activities- on and off School grounds- and how the School will respond when students fail to behave in accordance with these rules.

In all disciplinary matters, students will be given notice and will have the opportunity to present their version of the facts and circumstances leading to the imposition of disciplinary sanctions to the staff member imposing such sanctions. Depending on the severity of the infraction, disciplinary responses include, but are not limited to, suspension (short or long term), detention, exclusion from extracurricular activities, and expulsion. Where appropriate, School officials also will contact law enforcement agencies.

**I. Infractions and Range of Possible Disciplinary Responses**

<b>Level #1 Infractions (Insubordinate Behavior)</b>	<b>Range of Possible Disciplinary Responses</b>
<ol style="list-style-type: none"> <li>1. Being late to school</li> <li>2. Bringing prohibited equipment to school without authorization (cell phones, mp3 players, toys, electronic devices)</li> <li>3. Failing to be in one’s assigned place on school premises (staying within your classroom/ in your assigned spot).</li> <li>4. Behaving in a manner which disturbs the education process (e.g., making excessive noise verbally and physically, singing when inappropriate, interruptions, calling-out, humming, in the classroom and in the hallway, etc.)</li> <li>5. Engaging in verbally rude or disrespectful behavior (to both teachers and peers: talking back when given a direction, name-calling, mimicking, harassing, teasing, taunting, etc.)</li> <li>6. Wearing clothing or other items that are unsafe or disruptive</li> </ol>	<ol style="list-style-type: none"> <li>1. Admonishment by school staff</li> <li>2. Student/teacher conference</li> <li>3. Reprimand by appropriate supervisor (e.g., Head of School, teacher)</li> <li>4. Parent conference</li> <li>5. In-school disciplinary action (e.g., exclusion from extracurricular activities, recess, or communal lunchtime)</li> <li>6. Removal from classroom by teacher (After a student is removed from a classroom by any teacher three times during a semester, Head of School’s suspension must be sought if the student engages in subsequent behavior that would otherwise result in removal by a teacher)</li> </ol>

<p>to the educational process (not wearing uniform, wearing non-school regulated street clothes, not wearing closed-toed shoes, etc.)</p> <p>7. Posting or distributing material on school premises in violation of written Hebrew Language Academy's rules.</p> <p>8. Using school computers, faxes, telephones, or other electronic equipment without permission. Using or touching other people property without permission (both teachers' and peers' property, belongings, equipment, supplies, etc.)</p>	
<p><b>Level #2 Infractions (Disorderly, Disruptive Behaviors)</b></p>	<p><b>Range of Possible Disciplinary Responses</b></p>
<ol style="list-style-type: none"> <li>1. Smoking</li> <li>2. Gambling</li> <li>3. Using profane, obscene, vulgar, lewd, or abusive, language or gestures</li> <li>4. Lying, or giving false information to school personnel</li> <li>5. Misusing property belonging to others (including breaking, destroying, ripping, etc.)</li> <li>6. Engaging in or causing in disruptive behavior on the school bus, causing safety issues to the driver, students, and self. *</li> <li>7. Leaving class or school premises with permission of supervising school personnel.</li> <li>8. Engaging in inappropriate or unwanted physical contact (poking, pinching, tapping, throwing of objects, etc.).</li> <li>9. Violating Hebrew Language Academy's Internet use policy, e.g., use of the school's system for no-educational purposes, security/privacy violations</li> <li>10. Engaging in scholastic dishonesty which includes: cheating, plagiarizing, colluding, copying, etc.</li> <li>11. Plagiarizing (appropriating someone's work and using it as one's own for credit without required citation and attribution.)</li> <li>12. Colluding (engaging in fraudulent collaboration with another person in preparing written work for credit.)</li> <li>13. Engaging in a pattern of persistent Level 1 behavior (whenever possible and appropriate, prior to imposing a Level 2 disciplinary response, school should have exhausted</li> </ol>	<ol style="list-style-type: none"> <li>1. Admonishment by school staff</li> <li>2. Student/teacher conference</li> <li>3. Reprimand by appropriate supervisor (e.g., Head of School, teacher)</li> <li>4. Parent conference</li> <li>5. In-school disciplinary action (e.g., exclusion from extracurricular activities, recess, or communal lunchtime)</li> <li>6. Removal from classroom by teacher (After a student is removed from a classroom by any teacher three times during a semester, Head of School's suspension must be sought if the student engages in subsequent behavior that would otherwise result in removal by a teacher)</li> <li>7. Short term suspension (1-5 days)</li> </ol>

the disciplinary responses in Level 1 infractions)	
<p align="center"><b>Level #3 Infractions (Seriously Disruptive or Dangerous Behaviors)</b></p>	<p align="center"><b>Range of Possible Disciplinary Responses</b></p>
<ol style="list-style-type: none"> <li>1. Being insubordinate; defying or disobeying the lawful authority of school personnel or school safety agents.</li> <li>2. Using slurs based upon race, ethnicity, color, national origin, religion, gender, sexual orientation, or disability.</li> <li>3. Fighting/ engaging in physical aggressive behavior (hitting, punching, spitting, kicking, hitting with an object, etc.).</li> <li>4. Bringing unauthorized visitors to school or allowing unauthorized visitors to enter school in violation of written school rules.</li> <li>5. Engaging in theft or knowingly possessing property belonging to another without authorization.</li> <li>6. Engaging in inappropriate or unwanted physical contact* (grades 4-5 only; see level 2 infractions for grades K-3).</li> <li>7. Tampering with, changing or altering a record or document of a school by any method, including, but not limited to, computer access or any electronic means.</li> <li>8. Posting or distributing libelous or defamatory material or literature or material containing a threat of violence, injury or harm. (Disciplinary responses 3-12 only)</li> <li>9. Engaging in vandalism or other intentional damage to school property, staff property, or others; including student bathrooms. (Disciplinary responses 3-12 only)</li> <li>10. Falsely activating a fire alarm or other disaster alarm or making a bomb threat. (Disciplinary responses 3-12 only)</li> <li>11. Engaging in gang related behavior** (e.g., wearing gang apparel, writing graffiti, making gestures or signs) (grades 4-5 only) (Disciplinary responses 4-12 only)</li> <li>12. Engaging in a pattern of persistent Level 2 behavior*** (Whenever possible and appropriate, prior to imposing a Level 3 disciplinary response, school officials should have exhausted the disciplinary responses in Level 2. Further, repeated Level 2 infractions are limited to Level 3 disciplinary responses.) (Disciplinary responses 4-12 only)</li> </ol>	<ol style="list-style-type: none"> <li>1. Admonishment by school staff</li> <li>2. Student/teacher conference</li> <li>3. Reprimand by appropriate supervisor (e.g., Head of School)</li> <li>4. Parent conference</li> <li>5. In-school disciplinary action (e.g., exclusion from extracurricular activities, recess or communal lunchtime)</li> <li>6. Removal from classroom by teacher(After a student is removed from any classroom by any teacher three times during a semester, a Head of School’s suspension must be sought if the student engages in subsequent behavior that would otherwise result in removal by a teacher)</li> <li>7. Short term suspension (1-5 days)</li> <li>8. Long term suspension (6-30 days)</li> </ol> <p>*The school will offer appropriate counseling to students engaging in this behavior</p> <p>**In determining whether the behavior is gang related, school officials may consult with the New York City’s Office of School Safety and Planning’s Gang Unit or the New York Police Department</p> <p>***This infraction applies only to infractions 1-8 in Level 2, grades K-5</p>
<p align="center"><b>Level #4 Infractions (Dangerous or Violent Behavior)</b></p>	<p align="center"><b>Range of Possible Disciplinary Responses</b></p>

1. Engaging in intimidation, coercion or extortion or threatening violence, injury, harm or retaliation to another or others.
2. Engaging in behavior that creates a substantial risk of or results in injury.
3. Engaging in intimidating and bullying behavior- threatening, stalking or seeking to coerce or compel a student or staff member to do something; engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practice, gender, sexual orientation or disability.
4. Engaging in sexual harassment\* (to peers or school staff). (Grades 4-5 only)
5. Possessing illegal drugs, alcohol or controlled substances without appropriate authorization.\*
6. Engaging in threatening, dangerous or violent behavior that is gang-related. (grades 4-5 only) (Disciplinary responses 4-6 only)
7. Participating in an incident of group violence. (Disciplinary responses 4-6 only)
8. Threatening while on school property, to use any instrument that appears capable of causing physical injury. (Disciplinary responses 4-6 only)
9. Engaging in behavior on the school bus that creates a substantial risk of injury or results in injury. (Disciplinary responses 4-6 only)
10. Engaging in physical sexual aggression/compelling or forcing another to engage in sexual activity. \*(grades 4-5 only)(Disciplinary responses 4-6 only)
11. Committing arson. (Disciplinary responses 4-6 only)
12. Inciting/causing a riot. (Disciplinary responses 4-6 only)
13. Possessing any weapon as defined in Category II.\*\*\* (Disciplinary responses 4-6 only)
14. Using illegal drugs, alcohol or controlled substances without appropriate authorization.\*( Disciplinary responses 4-6 only)
15. Engaging in a pattern of persistent Level 3 behavior\*\*\*

1. Parent conference
2. In-school disciplinary actions (e.g., exclusion for extracurricular activities, recess or communal lunchtime)
3. Removal from classroom by any teacher. (After a student is removed from any classroom by any teacher three times during a semester or twice in a trimester, a Head of School's suspension must be sought if the student engages in subsequent behavior that would otherwise result in a removal by a teacher.)
4. Short term suspension (1-5 days)
5. Long term suspension (6-30 days)
6. Expulsion

\*The school should offer appropriate counseling to students who engage in this behavior

\*\*\*Before requesting a suspension for possession of an article listed in Category II for which a purpose other than infliction of physical harm exists, e.g., a nail file, the Head of School must consider whether there are mitigating factors present. In addition, the Head of School must consider whether an imitation

<p>(Whenever possible and appropriate, prior to imposing a Level 4 disciplinary response, school officials should have exhausted the disciplinary responses in Level 3. Further, repeated Level 3 infractions are limited to Level 4 disciplinary responses</p>	<p>gun is realistic looking by considering factors such as its color, size, shape, appearance and weight.</p>
<p align="center"><b>Level #5 Infractions (Seriously Dangerous or Violent Behavior)</b></p>	<p align="center"><b>Range of Possible Disciplinary Responses</b></p>
<ol style="list-style-type: none"> <li>1. Using force against or inflicting or attempting to inflict serious injury against school personal or school safety agents.</li> <li>2. Using extreme force against or inflicting or attempting to inflict serious injury upon students or others.</li> <li>3. Selling or distributing illegal drugs or controlled substances. *</li> <li>4. Possessing any weapon, other than a firearm, as defined in Category I.</li> <li>5. Using any weapon as defined in Category II to attempt to inflict injury upon school personnel, students or others.</li> <li>6. Using any weapon, other than a firearm, as defined in Category I or II to inflict injury or Category I to attempt to inflict injury upon school personnel, students or others.</li> <li>7. Possessing or using a firearm (I only)**</li> </ol>	<ol style="list-style-type: none"> <li>1. Short term suspension (1-5 days)</li> <li>2. Long term suspension (6-30 days)</li> <li>3. Expulsion</li> </ol>
<p align="center"><b>Prohibited Weapons – Category I</b></p>	<p align="center"><b>Prohibited Weapons – Category 2</b></p>
<ul style="list-style-type: none"> <li>• Firearm, including pistol and handgun, silencers, electronic darts and stun gun;</li> <li>• Shotgun, rifle, machine gun, or any other weapon which simulates or is adaptable for use as a machine gun;</li> <li>• Air gun, spring gun, or other instrument or weapon in which the propelling force is a spring or air, and any weapon in which any loaded or blank cartridge may be used (such as a BB gun);</li> <li>• Switchblade knife, gravity knife, pilum ballistic knife; and cane sword (a cane that conceals a knife or sword);</li> <li>• Dagger, stiletto, dirk, razor, box cutter, utility knife and other dangerous knives;</li> <li>• Billy club, blackjack, bludgeon, chucka stick, and metal knuckles;</li> </ul>	<ul style="list-style-type: none"> <li>• Acid or deadly or dangerous chemicals;</li> <li>• Imitation gun;</li> <li>• Loaded or blank cartridges and other ammunition;</li> <li>• Stink bombs;</li> <li>• Stun pens;</li> <li>• Any deadly, dangerous, or sharp pointed instrument that can be used or is intended for use as a weapon (such as scissors, nail file, broken glass, chains, wire, laser beam, pointers).</li> </ul>

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| <ul style="list-style-type: none"> <li>• Sandbag and sandclub;</li> <li>• Sling shot (small heavy weights attached to or propelled by a thong) and slung shot;</li> <li>• Martial arts objects including king fu stars, nunchucks, and shirkens;</li> <li>• Explosives, including bombs, firecrackers and bombshells.</li> </ul> |  |
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## II. Levels of Suspension & Due Process Procedures

### A. SHORT TERM SUSPENSION

A short-term suspension refers to an in-school removal or out-of-school removal of a student for disciplinary reasons for a period of five or fewer days. A student who has committed any of the infractions listed below shall be subject minimally to a short-term suspension, unless the Head of School determines that an exception should be made based on the individual circumstances of the incident and the student's disciplinary record. The Head of School reserves the right to adjust the punishment for each infraction per his or her judgment.

#### Disciplinary Infractions

- Attempt to assault any student or staff member;
- Vandalize school property causing minor damage;
- Endanger the physical safety of another by the use of force or threats of force that reasonably places the victim in fear of imminent bodily injury;
- Engage in conduct which disrupts school or classroom activity or endanger or threaten to endanger the health, safety, welfare, or morals of others
- Engage in insubordination
- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions;
- Cheat on quizzes, exams, or commit plagiarism;
- Used forged notes or excuses;
- Steal, or attempt to steal, or possess property known by the student to be stolen;
- Commit extortion;
- Engage in gambling;
- Abuse school property or equipment;
- Use obscene or abusive language or gestures;
- Engage in acts of verbal or physical sexual harassment;
- Make a false bomb threat or pull a false emergency alarm;
- Possess tobacco or alcohol;
- Wear inappropriate, insufficient, or disruptive clothing or attire, or violate the student dress policy (*Except that, under no circumstances will a student be removed from class or school for violation of the dress code policy*);
- Commit any other act which school officials reasonably conclude disrupts the learning environment of the school;

- Repeatedly commit minor behavioral infractions that, in aggregate, may be considered an infraction subject to formal disciplinary action.

### **Procedures and Due Process for Short Term Suspension**

The Head of School may impose a short-term suspension, and shall follow due process procedures consistent with federal case law pursuant to *Goss v. Lopez* (419 U.S. 565). Before imposing a short term suspension, or other, less serious discipline, the Head of School shall provide notice to inform the student of the charges against him or her, and if the student denies the charges, an explanation of the evidence against the student. A chance to present the student's version of events shall also be provided.

Before imposing a short-term suspension, the Head of School shall immediately notify the parents or guardian in writing that the student may be suspended from school. Written notice of the decision to impose suspension shall be provided by personal delivery or express mail delivery within 24 hours at the last known address(es) of the parents or guardian. Where possible, notification also shall be provided by telephone. Such notice shall provide a description of the incident(s) for which suspension is proposed and shall inform the parents or guardian of their right to request an immediate informal conference with the Head of School. Such notice and informal conference shall be in the dominant language or mode of communication used by the parents or guardian. The parents or guardian of the student and the student shall have the opportunity to present the student's version of the incident and to ask questions of the complaining witnesses. Such notice and opportunity for an informal conference shall take place prior to the suspension of the student unless the student's presence in the school poses a continuing danger to persons or property or an ongoing threat of disruption to the academic process, in which case the notice and opportunity for an informal conference shall take place as soon as possible after the suspension as is reasonably practicable.

The Head of School's decision to impose a short-term suspension may be challenged by the parent(s) or guardian in accordance with HLA 2's grievance policy.

### **B. LONG TERM SUSPENSION/EXPULSION**

A long-term suspension refers to the removal of a student from school for disciplinary reasons for a period of more than five days. Expulsion refers to the permanent removal of a student from school for disciplinary reasons. A student who is determined to have committed any of the infractions listed below shall be subject minimally to a long-term suspension or expulsion, unless the Head of School determines that an exception should be made based on the circumstance of the incident and the student's disciplinary record. Such a student may also be subject to any of the disciplinary measures outlined elsewhere in this document including a referral to the appropriate law enforcement authorities.

### **Disciplinary Infractions**

- Possess, use, attempt to use, or transfer of any firearm, knife, razor blade, explosive, mace, tear gas, or other dangerous object of no reasonable use to the student in school;
- Commit, or attempt to commit arson on school property;
- Assault any other student or staff member;
- Intentionally cause physical injury to another person, except when student's actions are reasonably necessary to protect him or herself from injury;
- Vandalize school property causing major damage;
- Commit any act that could constitute a crime or is a more egregious infraction described under "short-term suspension", which school officials reasonably conclude warrants a long-term suspension.

*A student who commits any of the acts previously described as causes for short term-suspension may, instead or in addition, be subject to a long-term suspension at the Head of School's discretion only if the student has committed the act at least three (3) times in the academic year.*

### **Procedures and Due Process for Long Term Suspension**

The Head of School may impose a long-term suspension. Such a suspension may be imposed only after the student has been found guilty at a formal suspension hearing. In extreme circumstances, the Head of School may expel the student from school. Upon determining that a student's action warrants a possible long-term suspension, the Head of School shall verbally inform the student that he or she is being suspended and is being considered for a long-term suspension (or expulsion) and state the reasons for such actions. The Head of School also shall immediately notify the student's parent(s) or guardian(s) in writing. Written notice shall be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of suspension at the last known address. Where possible, notification also shall be provided by telephone if the school has been provided with a contact telephone number for the parent(s) or guardian(s). Such notice shall provide a description of the incident or incidents that resulted in the suspension and shall indicate that a formal hearing will be held on the matter that may result in a long-term suspension (or expulsion). The notification provided shall be in the dominant language used by the parent(s) or guardian(s). At the formal hearing, the student shall have the right to be represented by counsel, question witnesses, and present evidence.

If the Head of School initiates the suspension proceeding, he or she shall personally hear and determine the proceeding or may, in his or her discretion, designate a hearing officer to conduct the hearing. The hearing officer's report shall be advisory only and the Head of School may accept or reject all or part of it. The Head of School's decision to impose a long-term suspension or expulsion may be challenged by the parent or guardian through an appeal process to the Board of Trustees the details of which shall be determined. NOTE: In any instance where the Head of School is directly involved in the instance(s) at issue for a suspension or expulsion, the Head of School shall appoint a designee to handle any investigation, hearing and determination.

### **III. Firearm Violations**

Federal and New York law require the expulsion from school for a period of not less than one year of a student who is determined to have brought a firearm to the school, or to have possessed a firearm at school, except that the Head of School may modify such expulsion requirement for a student on a case-by-case basis, if such modification is in writing, in accordance with the Federal Gun-Free Schools Act of 1994 (as amended). "Weapon," as used in this law means a "firearm," as defined by 18 USC § 921, and includes firearms and explosives. (New York Education Law §3214 effectuates this federal law.) The following are included within this definition: (a) Any device, instrument, material, or substance that is used for or is readily capable of causing death or serious bodily injury. Knives with a blade of two and half inches or more in length fall within this definition; (b) Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (c) the frame or receiver of any weapon described above; (d) Any firearm muffler or firearm silencer; (e) Any destructible device, which is defined as any explosive, incendiary, or poison gas, such as a bomb, grenade, rocket having a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or other similar device.

The Head of School shall refer a student under the age of sixteen who has been determined to have brought a weapon or firearm to school to a presentment agency for a juvenile delinquency proceeding consistent with Article 3 of the Family Court Act except a student fourteen or fifteen years of age who qualifies for juvenile offender status under Criminal Procedure Law § 1.20(42). The Head of School shall refer any pupil sixteen years of age or older or a student fourteen or fifteen years of age who qualifies for juvenile offender status under Criminal Procedure Law § 1.20(42), who has been determined to have brought a weapon or firearm to school to the appropriate law enforcement officials.

#### **IV. Provision of Instruction During Removal**

HLA 2 will ensure that alternative educational services are provided to a child who has been suspended or removed to help that child progress in the school's general curriculum. For a student who has been suspended, alternative instruction will be provided to the extent required by applicable law. For a student who has been expelled, alternative instruction will be provided in like manner as a suspended student until the student enrolls in another school for a reasonable period thereafter or until the end of the school year.

Alternative instruction will be provided to students suspended or expelled in a way that best suits the needs of the student. Instruction for such students shall be sufficient to enable the student to make adequate academic progress, and shall provide them the opportunity to complete the assignments, learn the curriculum and participate in assessments. Instruction will take place in one of the following locations: the child's home, a contracted facility (e.g., in the school district of location), or a suspension room or other room at the school. During any removal for drug or weapon offenses, additional services shall include strategies designed to prevent such behavior from recurring. Instruction will be provided by one or more of the following individuals who shall be certified or qualified in accordance with § 2854(3)(a-1) of the Education Law and the federal *No Child Left Behind* Act: the student's teacher(s), aides or trained volunteers, individuals within a contracted facility, and/or a tutor hired for this purpose.

#### **V. SEARCH AND SEIZURE**

A student and/or the student's belongings may be searched by a school official if the official has a reasonable suspicion to believe that a search of that student will result in evidence that the student violated the law or a school rule. Items which are prohibited on school property, or which may be used to disrupt or interfere with the educational process, may be removed from the student by school authorities and returned to parents at the school or turned over to law enforcement as appropriate.

All school-related property always remains under the control of the School and is subject to search at any time. School-related property includes but is not limited to computers, lockers, cabinets, desks, bookcases, buses and other vehicles and items controlled or directed by school officials in the support of educational-related programs or activities. The school is not responsible for books, clothing, or valuables left in lockers or desks. A student shall not place or keep in a locker, desk or other school-related property any article or material which is of a non-school nature and may cause or tend to cause the disruption of the mission of the school. The following rules will apply to the search of school property assigned to a specific student and the seizure of illegal items found therein:

- School authorities will make a reasonable search of a student's locker, desk, or other school-related property only when there is reasonable suspicion that a student is in possession of an item which is prohibited on school property or which may be used to disrupt or interfere with the educational process
- Searches shall be conducted under the authorization of the Principal or his/her designee
- Items which are prohibited on school property, or which may be used to disrupt or interfere with the educational process, may be removed by school authorities
- Searches of an individual will be made on individual suspicion of wrongdoing. To the extent practicable, searches of an individual will be conducted in private by a school official of the same sex and with another witness present
- Searches of students and school property may be conducted on school grounds or whenever the student is involved with or attending a school sponsored or related function, whether it is on school grounds or not

#### **VI. FREEDOM OF EXPRESSION**

Students are entitled to express their personal opinions verbally, in writing, or by symbolic speech. The expression of such opinions, however, shall not interfere with the freedom of others to express themselves, and written expression of opinion must be signed by the author. Any form of expression that involves libel, slander, the use of obscenity, or personal attacks, or that otherwise disrupts the educational process, is prohibited. All forms of expression also must be in compliance with the student disciplinary policy and the school dress code, violations of which are punishable as stated in the disciplinary policy.

Student participation in the publication of school-sponsored student newsletters, yearbooks, literary magazines and similar publications is encouraged as a learning and educational experience. These publications, if any, shall be supervised by qualified faculty advisors and shall strive to meet high standards of journalism. In order to maintain consistency with the school's basic educational mission, the content of such publications is controlled by school authorities.

No person shall distribute any printed or written materials on school property without the prior permission of the Head of School. The Head of School may regulate the content of materials to be distributed on school property to the extent necessary to avoid material and substantial interference with the requirements of appropriate discipline in the operation of the school. The Head of School may also regulate the time, place, manner and duration of such distribution.

## **VII. OFF-CAMPUS EVENTS**

Students at school-sponsored off-campus events shall be governed by all the guidelines of the school and are subject to the authority of school officials. Failure to obey the lawful instructions of school officials shall result in a loss of eligibility to attend school-sponsored off-campus events and may result in additional disciplinary measures in accordance with the student disciplinary policy.

## **VIII. STUDENT RECORDS**

HLA 2 will maintain written records of all suspensions and expulsions including the name of the student, a description of the behavior engaged in, the disciplinary action taken, and a record of the number of days a student has been suspended or removed for disciplinary reasons. HLA 2 will comply with NYSED's VADIR data collection requirements and disciplinary data and submit that information to NYSED by required deadlines.

Charter schools are subject to the federal Family Education Rights and Privacy Act of 1974 (FERPA) that requires a school to protect a student's privacy. HLA 2 will not disclose any information from the student's permanent records except as authorized pursuant to FERPA, or in response to a subpoena, as required by law. The parent(s) or guardian(s) of a student under 18 years of age, or a student 18 years of age or older, is entitled to access to the student's school records by submitting a written request to the Head of School. Further information concerning the disclosure of student information and limitations on such disclosure may be found in FERPA and the school's FERPA policy.

## **IX. DISCIPLINARY POLICY FOR STUDENTS WITH DISABILITIES**

In addition to the discipline procedures applicable to all students, HLA 2 shall implement the following disciplinary policy procedures with respect students with disabilities. A student not specifically identified as having a disability but whose school district of residence or charter school, prior to the behavior which is the subject of the disciplinary action, has a basis of knowledge—in accordance with 34 CFR 300.527(b)—that a disability exists may request to be disciplined in accordance with these provisions. HLA 2 shall comply with sections 300.519- 300.529 of the Code of Federal Regulations (CFR) and the following procedures, except that in the event that the following procedures are inconsistent with federal law and regulations, such federal law and regulations shall govern.

If a student violates the School's discipline code and is being considered for a suspension or removal, the School must ensure the following due process protections are provided to the student and to the student's parent(s) in addition to those set forth in the regular education discipline code. For

suspensions of five school days or less, the student's parent(s) or guardian must be provided with a written notice, and a follow up telephone call if possible, within 24 hours of the incident leading up to the suspension which describes the basis for the suspension and explains that the parent or guardian has the right to request an informal conference with the Head of School and appropriate staff to discuss the incident and question any complaining witness against the student. For suspensions in excess of five consecutive school days, the student's parent(s) or guardian must be provided with a written notice which indicates that the district proposes to suspend the student from school in excess of five consecutive school days, describes the basis for the proposed suspension, explains that the student has an opportunity for a fair hearing conducted by the Head of School or his or her designee at which the student will have a right to question any witnesses accusing him/her of committing the misconduct charge and to present witnesses on his/her behalf. Where possible, notification must also be provided by telephone. In addition, the School must provide alternative education to the student during the suspension as set forth below, including any special services required by the Individualized Education Program (IEP) prepared by the student's Committee on Special Education (CSE) of their district of residence. Final determination on a suspension or removal of a student, following due process, shall be made by the Head of School.

HLA 2 shall maintain written records of all suspensions and expulsions of students with a disability including the name of the student, a description of the behavior engaged in, the disciplinary action taken, and a record of the number of days a student has been suspended or removed for disciplinary reasons.

Students for whom the IEP includes a Behavior Intervention Plan (BIP) will be disciplined in accordance with the BIP. If the BIP appears not to be effective or if there is a concern for the health and safety of the student or others if the BIP is followed with respect to the infraction, the matter will be immediately referred to the CSE of the student's district of residence for consideration of a change in the guidelines.

If a student identified as having a disability is suspended during the course of the school year for total of eight days, such student will immediately be referred to the CSE of the student's district of residence for reconsideration of the student's educational placement. Such a student shall not be suspended for a total of more than ten days during the school year without the specific involvement of the CSE of the student's district of residence prior to the eleventh day of suspension, because such suspensions may be considered to be a change in placement. In considering the placement of students referred because of disciplinary problems, the CSE of the student's district of residence is expected to follow its ordinary policies with respect to parental notification and involvement.

HLA 2 shall work with the district to ensure that the CSE of the student's district of residence meets within 7 days of notification of any of the following: (1) The commission of an infraction by a student with a disability who has previously been suspended for the maximum allowable number of days; (2) The commission of any infraction resulting from the student's disability; (3) The commission of any infraction by a disabled student, regardless of whether the student has previously been suspended during the school year if, had such infraction been committed by a non-disabled student, the Head of School would seek to impose a suspension in excess of 5 days.

Also, HLA 2 will ensure that when the suspension or removal of a student with a disability will constitute a disciplinary change of placement, the CSE will be immediately notified so that the CSE can meet its required obligations to:

1. Convene a CSE meeting within 10 school days to make a manifestation determination
2. Convene a CSE meeting within 10 business days to develop a plan to conduct a functional behavioral assessment or review an existing functional behavioral assessment or behavioral intervention plan.
3. Provide the student's parent with a copy of their procedural due process rights.
4. Work closely with the CSE of the students' district of residence in determining education services or the interim alternative educational setting consistent with the FAPE requirements.

### **Provision of Services During Removal**

Those students removed for a period fewer than ten days will receive all classroom assignments and a schedule to complete such assignments during the time of his or her suspension. Provisions will be made to permit a suspended student to make up assignments or tests missed as a result of such suspension. HLA 2 also shall provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master curriculum, including additional instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

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

During any removal for weapon, drug or infliction of serious bodily injury-related offenses pursuant to 34 CFR §300.530(g)(1), (2) and (3), respectively, services will be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. These service determinations will be made by the CSE of the student's district of residence. The school will place students in interim alternative educational settings as appropriate and mandated by the IDEA.

During any subsequent removal that does constitute a change in placement, but where the behavior is not a manifestation of the disability, the services must be provided to the extent necessary to enable the student to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. The CSE of the student's district of residence will make the service determination.

### **CSE Meetings**

Meetings of the CSE of the student's district of residence to either develop a behavioral assessment plan or, if the child has one, to review such plan are required when: (1) the child is first removed from his or her current placement for more than ten school days in a school year; and (2) when commencing a removal which constitutes a change in placement. The student's special education teacher (or coordinator) and the general classroom teacher will attend all meetings regarding the student initiated by the CSE from the student's home district.

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

### **Due Process**

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

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

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

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

**NEW YORK STATE EDUCATION DEPARTMENT  
CHARTER SCHOOL OFFICE**

**NEW APPLICANT AND PROSPECTIVE  
SCHOOL TRUSTEE BACKGROUND INFORMATION SHEET  
(For New School Applications Only)**

**Applicant Group Members (“AG”):** The term Applicant Group is newly applied to include those individuals formerly identified as *lead applicants* and those participating in the planning of the application to establish the proposed charter school; those who will comprise the initial board of trustees; and those who will become school employees—anyone who is involved in the development of the Letter of Intent and the Full Application. All members, including prospective board members, must provide the background information where indicated for Applicant Group Members.

**Prospective BOT Members (“BOT”):** Service on a public charter school board of trustees (“board”) is a position of great trust and responsibility. As a member of a public charter school’s board, you are charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school. To properly evaluate proposed board members, please provide full and complete background information where indicated for proposed board members.

Note: Additionally, members of the Applicant Group are required to undergo a criminal background check via a fingerprint scan arranged by and at the expense of the State Education Department.

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**CONTACT INFORMATION FOR ALL APPLICANT GROUP MEMBERS**

**Member Name:** Eli Schaap

**Proposed Charter School Name:** Hebrew Language Academy Charter School 2

**E-Mail Address:** [REDACTED]

**Home Telephone:** [REDACTED]

**Home Address:** [REDACTED]

**Business Telephone:** [REDACTED]

**Business Address:** [REDACTED]

*Please note that this document is considered a public record and as such, may be made available to members of the public upon request under the Freedom of Information Law. Personal contact information provided above will be redacted.*

## Background Information – All Applicant Group Members

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

Résumé Attached

2. Please provide Transcript from your highest degree granting Institution.

Transcript or Supporting Documentation Attached

3. Please provide THREE letters of reference (from Individuals not associated with Applicant Group).

Letters Attached.

List the Names and Contact Information for each individual providing a reference:

- 1) Robin Natman – rpnatman@harlemhebrewcharter.org
- 2) Laurie Newell – laurie\_newell@yahoo.com
- 3) Hindie Weissman – hindie@hebrewcharters.org

4. Please indicate how you became aware of the opportunity to join the applicant group.

**I am a member of the original applicant group.**

5. Please affirm that you have read Article 56 of the New York State Education Law and understand the relationship between a charter school and the authorized chartering entity as defined in that statute.

I affirm.

6. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies. If your team has not yet submitted a full application, please affirm that you will commit to read and understand the charter school application, the charter school board's by-laws and all proposed policies at the time of its submission for review.

I affirm.

## Statement of Intent—All Applicant Group Members

7. Please provide a personal statement regarding the experience and skills that you bring to the table.

**I am confident that my many years of professional experience in educational research and evaluation, non-profit management and financial analysis, and particularly the past eight years of charter school development and supervision will be valuable assets to HLA 2.**

8. Please provide a personal statement regarding your role, responsibilities, and commitment in relation to the development and preparation of the application (as a member of the applicant group), and/or in relation to the operation of the charter school (if you are a member of the proposed initial board of trustees).

**As a member of the applicant group, I will provide input and guidance in the drafting of the application materials and the design of the school's organization and curriculum. As a member of the Board of Trustees, I hope to assist the school in management of its budget and supervision of the development of its curriculum.**

9. Please provide any other information that you feel is pertinent to the Department's review of your background.

ELIEZER SCHAAP

Printed Name



Signature

2/6/15

Date

## Background Information—Proposed Board of Trustees Only

10. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board.

I affirm.

11. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.

This does not apply to me.  Yes.

If the answer to this question is yes, please provide the following details regarding your conviction(s): (1) the name of the criminal offense(s); (2) whether the criminal offense(s) was a misdemeanor or felony; (3) the facts and circumstances surrounding your conviction(s); (4) the date(s) of your conviction(s); and (5) the date(s) of disposition(s).

12. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.

This does not apply to me.  Yes. If yes, please provide an explanation.

13. What board position(s) and/or offices(s) will you hold? (e.g., member, parent representative, vice-president, Finance committee, etc.): **Member, Finance Committee, Education Committee**

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

**I wish to serve on the Board to contribute my skills and experience, especially my years of experience in charter school business administration, to HLA 2's success as a school of academic excellence.**

15. Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board.

This does not apply to me.  Yes. (Include description here):

**I currently serve as Treasurer of Hebrew Language Academy Charter School and Hatikvah International Academy Charter School, and am a member of the Boards of the Jewish Community Relations Council of the UJA Federation of Bergen County and North Hudson, and the Partnership Fund for Teaneck. In**

**my professional capacity, I have many years of experience in finance and in educational theory and practice.**

### **Conflict of Interest - Proposed Board of Trustees Only**

16. Please indicate whether you, your spouse, or other family member knows any of the other prospective board members.

I / we do not know any such persons.  Yes.

If your answer is yes, please indicate the precise nature of your relationship here:

**David Gedzelman and I are employees of The Steinhardt Foundation for Jewish Life and Sara Berman in Vice Chair of the Board. They also serve with me on the Board of HLA along with Ella Zalkind. I have a professional relationship with Aaron Listhaus due to our work developing and supporting Hebrew language charter schools.**

17. Please indicate whether you, your spouse, or other family member knows any person who is a proposed charter school employee.

I / we do not know any such persons.  Yes.

If yes, please indicate the precise nature of your relationship here:

18. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, plans to contract or do business with, the proposed charter school, including but not limited to, the lease of real or personal property to the proposed charter school.

No.  Yes.

If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:

19. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.

Yes.

Not applicable because the School does not/will not contract with a management company or charter management organization.

I / we do not know any such persons.

**HLA 2 intends to contract with the Hebrew Charter School Center to serve as its charter management organization. In my professional capacity I have met and**

**interacted with all members of HCSC's staff and Board. Particularly, Aaron Listhaus is an HCSC employee, David Gedzelman is a Board officer, and Sara Berman is Chair of the Board.**

20. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.

- Yes.
- Not applicable because the School will not contract with a management company or charter management organization.
- I / we have no such interest.

21. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that will be conducted.

- Yes.
- Not applicable because the School will not contract with a management company or charter management organization.
- I / we do not anticipate conducting any such business.

22. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.

- None  Yes

23. Please explain how you would handle a situation in which you believe one or more members of the charter school's board are involved in working for their own benefit, or the benefit of their friends and family.

**I would voice my concerns at the next Board meeting and request that the matter be investigated and that the Board member in question abstain from any votes related to the potential conflict of interest in the interim.**

24. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. To the extent you have provided this information in response to the previous items 16-23, you may so indicate.

- This does not apply to me, my spouse or other family members.
- Yes.

## **Educational Philosophy -Proposed Board of Trustees Only**

25. Please explain your understanding of the charter school's mission and/or philosophy.

**HLA 2's mission is to provide its students with an education that will enable them to excel in advanced studies and thrive in an increasingly globalized world. HLA 2 will achieve this through a nurturing but rigorous academic curriculum and dual-language program in the Modern Hebrew language.**

26. Please explain your understanding of the educational program of the charter school.

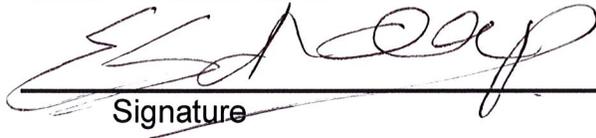
**Two key elements of HLA 2's educational program are the workshop model and Gradual Release of Responsibility, which enable students to take initiative and responsibility for their own learning and thereby gain greater mastery over concepts. HLA 2's teachers will organize their lessons by differentiated instruction in order to meet the unique educational needs of each child. The differentiation and delivery of instruction will be facilitated by the team-teaching model which will assign a minimum of two teachers to each classroom. Student data will be assessed regularly and the leadership and instructional staff will analyze data to strategize where support will be needed and how to build on students' strength in progress toward greater achievement.**

27. Please indicate what you believe to be the characteristics of a successful charter school. In particular, please provide the specific steps you think the board of the charter school will need to take to ensure that this charter school is and remains successful.

**A successful charter school is one that makes full use of the autonomy granted by its authorizer to achieve and if possible exceed the goals its charter requires. As the body ultimately responsible for this charge, a charter school Board ensures the school's success by recruiting, supporting, and supervising an exceptional school leader; reviewing student data and working with the school leader to promote student achievement and staff development, and stewarding the school's resources wisely to support its educational mission.**

**STATEMENT OF ASSURANCE—PROPOSED TRUSTEES ONLY**

I, ELIEZER SCHAAP (name of proposed board member) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to Penal Law §175.30, a person who knowingly offers a false instrument for filing to a public official or public servant is guilty of Offering a False Instrument for Filing in the 2<sup>nd</sup> Degree, a Class A Misdemeanor.

  
Signature

2/6/15  
Date

## ELI SCHAAP

### EMPLOYMENT

2008 – Present

The Steinhardt Foundation for Jewish Life, New York, NY.

Senior Vice President, 2014 – present

Director for Education & Research, 2012 – 2014

Program Officer for Education & Research, 2008 - 2012

- *Charter School Development* – Treasurer and member of the Board of Directors of the Hebrew Language Academy in Brooklyn (HLA), NY. Member of planning team and of the Finance Committee of the Harlem Hebrew Language Academy in Harlem, NY. Treasurer and member of the Board of Directors for the Hatikvah International Academy Charter School in East Brunswick, NJ. Drafted the blueprint for the 5-year plan for the Hebrew Charter School Center (HCSC).
- *Early Childhood Education* - Program officer for oversight and support of the Jewish Early Childhood Education Initiative (JECEI) - a change initiative seeking to transform Jewish early childhood centers into centers of excellence.
- *Financial management* - Budget development and monthly review for HLA, Harlem Hebrew, HCSC, JECEI and Hatikvah International Academy Charter School.
- *Research and Evaluation* - Oversaw and conducted research on quality, motivation and retention of teachers. Co-drafted and supervised the implementation of a performance based incentive plan for educational staff at HLA that annually pays merit pay of an average of 10% of salaries.
- *Real Estate* -Coordinated and supervised search for incubation space for HLA and for its permanent building.

2007 - 2008

Principal, Jewish Education Organization Development JEOD -Strategic planning, action research and evaluation. Clients include Partnership for Excellence in Jewish Education (PEJE), JNF, CAJE and the Union of Reform Judaism (URJ).

2001 - 2007

Associate Executive Director, Coalition for the Advancement of Jewish Education (CAJE), New York, NY.

- *Organizational Development* - Initiated and staffed CAJE's new strategic plan. Program Director for Project *Kavod* - an innovative model for engaging community lay and educational leaders in an assessment of the quality of Jewish education in their early childhood schools, identifying needs and gaps, developing an action plan, and making needed improvements.
- *Early Childhood Education* -Negotiated the merger of an independent early childhood Jewish effort (JECEP) into CAJE which led to the establishment of the CAJE Early Childhood Department (2002). The Department is the only trans-denominational organization that focuses both on the educators in the field and on promoting the potential impact of this system on lifelong learning by the parents and their children. Supervised the Department which raised over \$700,000 in grants from donors and foundations who were new to CAJE.
- *Day School/Early Childhood Conference* - Established a new conference to increase the professional development of day school and early childhood educators supported by over \$400,000 in grants from donors and foundations who were new to CAJE.

- *Administration* - Hire and supervise personnel; Audit the financial records and reorganize the bookkeeping to utilize functional accounting tracking the programmatic efforts; Track investments.
- *Research and Evaluation* - Established multi-year evaluation of conference sessions and overall impact of CAJE's conferences. Researched the demographics and characteristics of Jewish educators who are part of CAJE's membership and who are in in specific locales or types of Jewish education.
- *Real Estate* - Conducted search and negotiated for new CAJE offices, planned and supervised move to new quarters including office construction and space allocation.

1981 -2001

General Manager, Zomax Industries Ltd - Brooklyn, NY. Import and distribution of consumer products.

- *Administration* - Hire and supervise all personnel; Automate the bookkeeping system; Audit the financial records; Track investments.
- *Purchasing* - In charge of all purchasing, interface with suppliers worldwide. Travel internationally.
- *Marketing* - Develop pricing structure and sales promotions; Initiate new packaging including innovations in design; Expand product line; Analyze sales performance by product and by customer to determine most profitable product mix; Computerize all sales literature by producing all literature by means of desktop publishing text and pictures.
- *Sales* - Hire, train and supervise salaried and commissioned sales force; Account manager; Promotions to target customers; Prospect and qualify new accounts; Organize and supervise exhibits at national trade shows.
- *Real Estate* -Conducted search and negotiated for new site; planned and supervised move to new quarters including office construction and space allocation; Optimized layout and flow of goods in the warehouse.

1973 - 1977

Manager and Bookkeeper, Roxy & Du Midi movie Theaters - The Hague, Holland

## PUBLICATIONS

- 2007 Schaap, E, and Goodman. R. *Jewish Educational Personnel*. Chapter in "What We Now Know About Jewish Education." Publication planned for Fall 2007. Torah Aura Publications.
- 2007 Schaap, E, Goodman. R. and Bidol-Padva P. *The Project Kavod Covenant Foundation Grant Final Report*. <http://www.caje.org/interact/files/2007FinalReport.pdf>
- 2006 Schaap, E and Bidol-Padva P. *Project Kavod: Improving the Employment Culture for Jewish Early Childhood Education*. [http://www.caje.org/learn/Winter06/project\\_kavod.pdf](http://www.caje.org/learn/Winter06/project_kavod.pdf). Jewish Education News Winter 2006, 19-23.
- 2006 Schaap, E, Goodman. R. and Bidol-Padva P. *Community Report on Early Childhood Jewish Educators Culture of Employment 2004-2005. Miami-Dade and Broward Counties, Florida*. <http://www.caje.org/interact/files/2007AppendixC.pdf>
- 2005 Schaap, E. and Goodman. R. *Jewish Educators and the NJPS 2001 Demographic Study: Jewish Educators Are Older, Better Educated, Less Well-Paid Than Other Jews*. <http://www.caje-cbank.org/research-Njps01.pdf>
- 2004 Schaap, E. and Goodman. R. *Early Childhood Jewish Education and Profiles of its Educators. The Number of Students and Teachers Within Jewish Education in the United States*. <http://www.caje.org/earlychildhood/ec-survey04.pdf>
- 2004 Schaap, E. and Goodman. R. *Recruitment of college students into the field of Jewish education: A study of the*

*CAJE Schusterman College Program Alumni (1990 -2003).*

<http://www.caje.org/newhome/schustermanreport.pdf>

- 2003 Schaap, E., Koller-Fox, C, Goodman R. and Rapchik-Levin M. *Hanukat CAJE: Salaries, Benefits, and Education of Jewish Educators.* <http://www.caje-cbank.org/research-hanukat.pdf>. Jewish Education News Winter 2003, 15 - 16.
- 2003 Schaap, E. and Goodman. R. *Hanukat CAJE-Jewish Educator Recruitment and Retention Survey.* <http://www.caje-cbank.org/research-retention.pdf>
- 2002 Schaap, E. *Three CAJE surveys: Number of educators, benefits available to CAJE members, and recruitment and retention facts.* Jewish Education News Summer 2002, 12 - 16.
- 2002 Schaap, E. and Goodman. R. *What are the Numbers of Jewish Educators and Students in Formal Jewish Educational Settings?* <http://www.caje-cbank.org/research-njps2.pdf>
- 2002 Schaap, E. and Goodman. R. *Job-related Benefits Available to CAJE Members.* <http://www.caje-cbank.org/research-benefits.pdf>

## EDUCATION

- 1978 – 1981 Completed Coursework towards PhD in Ecology and Evolution, SUNY at Stony Brook, New York (dissertation not completed)
- 1977 – 1978 Researcher and Exchange student, Psychology Department, SUNY at Stony Brook, New York
- 1976 - 1977 Coursework towards M.Sc. Program in Biology, Leiden Royal University, Leiden, Holland, left for exchange program at Stony Brook, New York
- 1973 - 1976 B.Sc. Biology, Leiden Royal University - Leiden, Holland



Universiteit  
Leiden

Faculty of Science  
Graduate School Office

Reference  
Subject

Transcript  
Academic qualifications

Date  
E-mail

February 23, 2015  
[eduinfo@science.leidenuniv.nl](mailto:eduinfo@science.leidenuniv.nl)

To whom it may concern

This is to certify that

**Eliezer J. Schaap,**

**born December 19<sup>th</sup>, 1954 in The Hague, the Netherlands,**

passed the following Academic Examination at the Faculty of Science  
of Leiden University (Universiteit Leiden):

**'Doctoraal examen' in Biology  
on September 21<sup>st</sup>, 1976**

In accordance with Dutch legislation (WHW, art 7.20 and art. 7.21)  
the certification of 'doctoraal examen' qualifies the holder to use the title of

**MASTER OF SCIENCE (M.Sc.).**

On behalf of the Graduate School Office,

I. Bekema

Gorlaeus Laboratories  
PB 9502 (Einsteinweg 55)  
NL - 2300 RA Leiden  
The Netherlands



Universiteit Leiden - Faculty of Science  
Graduate School Office  
Educatief Centrum FWN  
Einsteinweg 55  
Postbus 9502 NL-2300 RA Leiden  
[www.leiden.edu](http://www.leiden.edu)

Mark Fink

---

**From:** Bekema, I. [redacted]  
**Sent:** Monday, February 23, 2015 10:17 AM  
**To:** 'Mark Fink'  
**Subject:** RE: Transcript Request - Eli Schaap  
**Attachments:** Schaap, Eli Doctoraal Certificate.pdf

Dear Mark,

I'm afraid there was no mention of an average grade received.  
I have made the attached document, which states that he is qualified to hold the title of Master of Science (MSc).  
I hope this will be sufficient for his needs.  
If he also needs one or more paper copies, please let me know how many and where to send them.

Best regards,

Isabelle Bekema

-----Original Message-----

**From:** Mark Fink [mailto:[redacted]]  
**Sent:** maandag 23 februari 2015 15:23  
**To:** Bekema, I.  
**Subject:** RE: Transcript Request - Eli Schaap

Hi Isabelle,

Thank you for your help.

Would it also be possible to have on the certificate of graduation, the degree Mr. Schaap received?

Sincerely,

---

MARK J. FINK | Manager of Program Operations

HEBREW CHARTER SCHOOL CENTER

729 Seventh Avenue, Ninth Fl. | New York, NY 10019

O: 212-792-6234 F: 212-279-1155 | [www.hebrewcharters.org](http://www.hebrewcharters.org) <<http://www.hebrewcharters.org/>>

-----Original Message-----

**From:** Bekema, I. [mailto:[redacted]]  
**Sent:** Monday, February 23, 2015 8:12 AM  
**To:** 'Mark Fink'  
**Subject:** RE: Transcript Request - Eli Schaap

Dear Mark,

I have received some information back from the microfiche archives.  
Sadly, there is no information about the courses he followed.

There is information however about the date of his graduation, so I can make an official certificate of graduation for him if needed.

Please let me know whether he wants me to make a certificate of graduation.

Best regards,

Isabelle Bekema

-----Original Message-----

From: Mark Fink [mailto:████████████████████]

Sent: donderdag 19 februari 2015 18:02

To: Bekema, I.

Subject: RE: Transcript Request - Eli Schaap

Hi Ms. Bekema,

I am just following up to see if any progress has been made in locating Mr. Schaap's transcript in the microfiche.

Please let me know.

Thank you.

Sincerely,

---

MARK J. FINK | Manager of Program Operations

HEBREW CHARTER SCHOOL CENTER

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O: 212-792-6234 F: 212-279-1155 | [www.hebrewcharters.org](http://www.hebrewcharters.org) <<http://www.hebrewcharters.org/>>

-----Original Message-----

From: Bekema, I. [mailto:████████████████████]

Sent: Tuesday, February 10, 2015 10:04 AM

To: 'mark@hebrewcharters.org'

Subject: RE: Transcript Request - Eli Schaap

Dear Mark,

Because Mr. Schaap's graduation was quite a while ago, I have no dossier of him left in my own archives.

I have asked someone to check the microfiche archives for information about Mr. Schaap.

Once I have a reply I will let you know what we have and can provide.

Best regards,

Isabelle Bekema

Leiden University  
Faculty of Science  
Educational Office

Gorlaeus Laboratories (room HB 206)  
Postbus 9502 (Einsteinweg 55)  
2300 RA Leiden  
tel. (071) 527 6854  
e-mail: [REDACTED]  
working on: monday, tuesday and friday

-----Original Message-----

From: IBL - Assistentopleiding  
Sent: maandag 9 februari 2015 15:44  
To: Bekema, I.  
Subject: FW: Transcript Request - Eli Schaap

Hoi isabelle,

Kun jij hier nog iets mee?

Groetjes,  
Marjolijn

---

Van: Delft, M.J. van  
Verzonden: maandag 9 februari 2015 9:44  
Aan: IBL - Assistentopleiding  
Onderwerp: FW: Transcript Request - Eli Schaap

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Van: CML - Secretariaat  
Verzonden: maandag 9 februari 2015 9:40  
Aan: Delft, M.J. van  
Onderwerp: FW: Transcript Request - Eli Schaap

Ha Marjolijn,  
Wil/kun jij deze meneer antwoorden?  
Alvast dank en groet,  
Jory Sjardijn

Van: Mark Fink [mailto:[REDACTED]]  
Verzonden: vrijdag 6 februari 2015 15:48  
Aan: CML - Secretariaat  
Onderwerp: Transcript Request - Eli Schaap

To whom it may concern,

My name is Mark Fink and I am an assistant to Mr. Eli Schaap.

I would like to acquire an official copy of his transcript.

His name is Eliezer (Eli) Schaap or E J Schaap

He received a B.S.C in Biology from Leiden Royal University in 1976 (His years of attendance were 1973-1976).

His date of birth is December 19, 1954.

His university ID number is: 73120844.

I am requesting one copy.

Please let me know should you require any more information.

Sincerely,

---

MARK J. FINK | Manager of Program Operations HEBREW CHARTER SCHOOL CENTER  
729 Seventh Avenue, Ninth Fl. | New York, NY 10019  
O: 212-792-6234 F: 212-279-1155 |  
[www.hebrewcharters.org](http://www.hebrewcharters.org)<<http://www.hebrewcharters.org/>>

*Mrs. Hindie Weissman*

February 1, 2015

To whom it may concern:

Please accept this letter of recommendation on behalf of Eli Schaap for an initial Board of Trustees position for Hebrew Language Academy II.

In my capacity as Director of Educational Services, for the Hebrew Charter School Center, I have worked closely with Eli Schaap, for more than five years, on many educational projects, both here in the New York area and beyond. I also serve with Mr. Schaap on the Board of Trustees of the original Hebrew Language Academy and support his work on the Board of Trustees for the Hatikvah International Academy Charter School.

To say Eli has a strong work ethic is an understatement. He is task oriented and a problem solver—often navigating many hurdles along the way.

Eli has a deep understanding of the fiscal and facility issues that surround the charter school environment. But most importantly, Eli's interpretation of data has enabled our schools to address student needs and ultimately drive their instructional programs. He has been instrumental in setting the course toward academic growth and achievement.

Eli Schaap's professionalism is exemplary and his knowledge of the charter school environment would be a welcomed asset to the Board of Trustees for the Hebrew Language Academy II.

Please feel free to contact me with any questions you may have.

Yours truly,





January 30, 2015

To Whom It May Concern,

I am pleased to be writing this letter of recommendation for Eli Schaap as an initial Board of Trustees member for Hebrew Language Academy II.

I have had the pleasure of knowing Eli for the past two years in the capacity of the work he does as part of the team that supervises me as Head of School. Eli is also a member of the Harlem Hebrew Board of Trustees' Finance and Education Committees, which has afforded me the opportunity to collaborate with him on many school issues.

Eli has been a huge support to me as Head of School. He has worked tirelessly and patiently with me on creating school achievement databases. He has helped me learn how to disaggregate that data to bring down to the classroom level. This is an important part of driving classroom instruction and helping to ensure we meet our Charter goals. He also has worked with my Director of Operations, our bookkeeper and me, on creating and managing our yearly budget.

I believe that Eli Schaap's dedication and commitment to the success of our schools, along with his experiences on other school boards, would make him an asset to the Board of Hebrew Language Academy II and endorse him wholeheartedly for the position.

Please do not hesitate to reach out to me with any further questions.

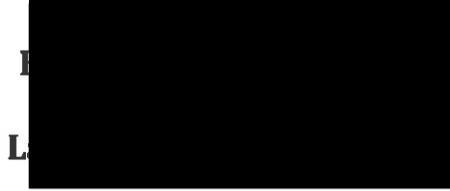
Thank you very much.

Sincerely,

A handwritten signature in cursive script that reads "Robin Natman".

Robin Natman  
Head of School

**Laurie W. Newell, PhD**



To whom it may concern:

It is a great honor to write this letter of recommendation for Mr. Eli Schaap for nomination to your Board of trustees. I have known Eli for 5 years in the capacity of fellow board member. He has been instrumental to the success of the board functioning and the governance of the Hatikvah International school. He has been a hands-on board member who has helped push during some difficult times for the school, including legal and building challenges, as examples.

Eli works well with the other members of the board and is also very well informed. He is passionate about the work at hand and is always interested in ensuring that the processes are done correctly and that the school functions well.

Eli and I both function in a supervisory role to the principal and have weekly scheduled meetings to mentor and guide the principal and also to offer feedback on issues as they arise. In this role, Eli rises above the role of board member, but also functions in a supervisory and leadership capacity.

It is my pleasure to recommend Eli Schaap for the position of Board member. His high level of expertise, intelligence and strong leadership skills combine to make him a great asset to any board or organization. I am happy to discuss Eli's skill set in more detail, and am available to meet, if necessary.

Sincerely,

A handwritten signature in cursive script that reads "Laurie W. Newell".

Laurie Newell, PhD

President, Hatikvah Board of Trustees

**ARTICLE I: NAME**

The name of the Corporation is the Hebrew Language Academy Charter School 2 (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”) of the School. 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 and Not-for-Profit Corporation Law), as well as the requirements of the School’s Charter and these Bylaws. 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.

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 Bylaws, 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 New York Not-for-Profit Corporation Law and the limitations noted in these Bylaws.

B. **Number of Trustees.** The number of Trustees of the School shall be not fewer than seven (7) and shall not exceed fifteen (15). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws.

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 eligible under the General Municipal Law and other applicable laws rules and regulations, is not an employee of the School and who is at least eighteen (18) years old and who, in its discretion, it believes will serve the interests of the School faithfully and effectively

3. Interested Persons.

A. Not more than forty percent (40%) of the persons serving on the board may be (i) persons currently being compensated by the school for services rendered to it within the previous twelve (12) months; or (ii) a 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.

B. Not more than forty percent (40%) of the voting persons on the board may be directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the school or another charter school), regardless of whether said entity is affiliated or otherwise partnered with the school. For the purposes of the foregoing sentence, "single entity" shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The trustees, may, at their sole discretion, waive this restriction upon written request from the school.

C. In determining eligibility for board membership and for the holding of positions as board Officers, the School and the Board shall comply with all applicable law and with the terms of the School's charter.

4. Term of Office.

a. The Trustees elected shall be divided into three classes for the purpose of staggering their terms of office. All classes shall be as nearly equal in number as possible.

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. Following the expiration of these designated terms, the term of each Trustee shall continue for three (3) years.

c. The term of office of a Trustee elected to fill a vacancy in these Bylaws 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.

d. 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 Bylaws, or other Board action.

e. 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 Bylaws or other Board action.

5. 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 a Trustee for cause upon two-thirds vote of all Trustees (other than the Trustee subject to removal). In addition, a Trustee may be removed from office on examination and due proof of the truth of a written complaint by any trustee, of misconduct, incapacity or neglect of duty; provided, that at least one week's previous notice of the proposed action shall have been given to the accused and to each trustee. The Board may remove a Trustee with cause upon a simple majority vote and without cause upon 75 % vote of all Trustees (other than the Trustee subject to removal).

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.

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 Bylaws, 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 at the following address: Hebrew Language Academy Charter School 2., c/o: [address to be determined]; or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in office on the copy of the Bylaws 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 facility or at any other reasonably convenient place as the Board may designate prior to the School having a school facility.

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. Twelve (12) Meetings inclusive of the June Annual Meeting shall be held each year on dates determined by the Board.

D. Special Meetings. A Special Meeting shall be held at any time called by the Chair, or by any Trustee upon written demand of not less than one-half of the entire Board.

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 Bylaws or the Board fix the time and place of such meetings.

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.

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 Article 7 of the Public Officers Law.

#### 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 Directors 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 bylaws. Except as otherwise provided by statute or

by these Bylaws, 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 charter school. To the extent permitted by Article 7 of the Public Officers 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 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. 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, and the Chair of the Board shall appoint members to and designate the chairs of such committees. 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: Executive (chaired by the Board Chair), Finance (Chaired by the Treasurer), Governance and Nominating, Education and Program, Separation of Church/State Compliance Committee,. Additional Chairs and committee members will be appointed by the Chair of the 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 Bylaws or the adoption of new Bylaws; 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 Bylaws and the Open Meetings Law with respect to the calling 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 Bylaws, 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 bylaws 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 Bylaws, 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 Bylaws; 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 neither the Secretary nor Treasurer may serve concurrently as the Chair.

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: INDEMNIFICATION OF CORPORATE AGENTS

##### A. Exculpatory Provisions.

None of the School's current or former Officers or Trustees (each, an "Indemnified Person") shall be liable, directly or indirectly, to the School for any act or omission taken or omitted by such Indemnified Person in good faith, provided that such act or omission did not constitute gross negligence, fraud or willful violation of the law or a breach of such Indemnified Person's duty of loyalty to the School.

##### B. Derivative Actions.

Any and every Indemnified Person made or threatened to be made a party to any action, suit or proceeding by or in the right of the School to procure a judgment in its favor by reason of the fact that he or she, his or her testator or intestate, is or was a Trustee or Officer of this School or of any Corporation which he or she served as such at the request of the School, shall be indemnified and held harmless by the School to the fullest extent permitted by applicable law, against any and all claims, liabilities and expenses of whatever nature ("Claims") relating to activities undertaken in connection with the School, including but not limited to amounts paid in satisfaction of judgments, in compromise or settlement, or other amounts, and reasonable attorneys', accountants' and experts' and other fees, in each case incurred by him or her in connection with the investigation, defense or disposition of such action or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Officer or Trustee has breached his or her duty of loyalty to the School.

##### C. Nonderivative Actions.

Any and every Indemnified Person made or threatened to be made a party to any action, suit, or proceeding other than one by or in the right of the School to procure a judgment in its favor, whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, which any Trustee or Officer of the School served in any capacity at the request of the School, by reason of the fact that he or she, his or her testator or intestate, is or was a Trustee or Officer of the School, or served such other corporation in any capacity, shall be indemnified and held harmless by the School, to the fullest extent permitted by applicable law, against any and all Claims incurred by him or her in connection with the investigation, defense or disposition of such action, suit or proceeding or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Officer or Trustee (i) acted with gross negligence, fraud or willful violation of the law or (ii) shall not have acted in good faith.

##### D. Advance of Expenses.

Expenses, including attorney fees incurred by an Indemnified Person in, investigation, defense or settlement of any Claim that may be subject to a right of indemnification hereunder may be advanced by the School prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Person to repay such amount if it shall ultimately be determined that the Indemnified Person is not entitled to be indemnified by the School.

E. Non-Exclusivity.

The right of any Indemnified Person to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Person may otherwise be entitled by contract or as a matter of law or equity, and shall extend to such Indemnified Person's successors, assigns and legal representatives. The School shall have the power to purchase or maintain at its cost and expense insurance on behalf of such Indemnified Persons to the fullest extent permitted by this Article and applicable law.

F. Satisfaction from School's Assets.

All judgments against the School or an Indemnified Person, in respect of which such Indemnified person is entitled to indemnification, shall first be satisfied from School assets before the Indemnified Person is responsible therefore.

G. Notices of Claims.

Promptly after receipt by an Indemnified Person of notice of the commencement of any action or proceeding or threatened action or proceeding involving a Claim, such Indemnified Person will, if a claim for indemnification in respect thereof is to be made against the School, give written notice to the School of the commencement of such action; provided, however, that the failure of any Indemnified Person to give notice as provided herein shall not relieve the School of its obligations under this Article VI, except to the extent that the School is actually prejudiced by such failure to give notice. Each such Indemnified Person shall keep the Chairman of the Board of Trustees and the Executive Director of the School apprised of the progress of any such proceeding.

H. Burden of Proof.

In any dispute as to indemnification between the School and a person claiming indemnity, the burden of proof shall in all events, and as to all elements of any claim or defense, be on the School.

#### ARTICLE X: SELF-DEALING TRANSACTIONS

The School shall not engage in any self-dealing transactions, except as approved by the Board and permitted by applicable Law (including such applicable provisions of the General Municipal Law, Education Law and Not-For-Profit Corporation Law). "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 Bylaws, 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, 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 Head of School, or Treasurer. 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 Bylaws. Without limiting the generality of the foregoing, words in these Bylaws 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 Bylaws 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 fifty dollars (\$50) 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. To the extent of any conflict between any provision of these By-laws and those provisions of the General Municipal Law, those provisions of the General Municipal Law shall control.

**F. Interpretation of Charter.** 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 Bylaws 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 Bylaws 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 Bylaws of said School were duly and regularly adopted as such by the Board of Trustees of said School; and that the above and foregoing Bylaws are now in full force and effect.

\_\_\_\_\_, Secretary

Dated: \_\_\_\_\_

## HEBREW LANGUAGE ACADEMY CHARTER SCHOOL 2 PROPOSED CODE OF ETHICS

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The Hebrew Language Academy Charter School 2 (hereinafter "HLA 2" or "the School") Board of Trustees ("the Board") recognizes that sound ethical standards of conduct serve to increase the effectiveness of members of the Board of Trustees and the School's staff as educational leaders in the community. Actions based on an ethical code of conduct promote public confidence and the attainment of HLA 2's goals and objectives. The Board also recognizes its obligation to set forth a code of ethics under the provisions of the General Municipal Law.

The Trustees, officers and employees of HLA 2 shall at all times be in compliance with the following:

1. The Board of Trustees shall conduct or direct the affairs of the School and exercise its powers subject to the provisions of applicable law, (including the Education Law and Not-for-Profit Corporation Law), as well as the requirements set forth in the HLA 2 charter and bylaws. 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. Not more than 40 percent of the HLA 2 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 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.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees.
4. Neither members of the Board of Trustees nor the employees of HLA 2 shall engage in any "self-dealing transactions," except as approved by the Board. "Self-dealing transaction" means a transaction to which the school is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction that is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program.
5. Any Trustee or Officer having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure to the Board of his or her interest prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction, which might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the School.
6. Trustees representing any not-for-profit corporation proposing to do business with the School shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the Charter School shall serve as voting member of the Board for the duration of such business relationship, provided, however, that this provision shall not apply to the following:
  - a. Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;
  - b. Individuals associated with an educational entity (including but not limited to schools of education) some of whose faculty may be providing paid services directly or indirectly to such charter school;
  - c. Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization.
  - d. Individuals associated with other businesses, provided that the Board of Trustees consents to such involvement by majority vote and in writing. The individuals must provide notice to the board of any potential conflict of interest that may arise. Such notice must be provided to the Board of Trustees as soon as the individuals are made aware of the potential conflict of interest. In addition, the Board of Trustees will review the relationships on an ongoing basis and may withdraw its consent at any time.
8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.
9. Trustees, officers, or employees of any single external organization shall hold no more than 40 percent of the total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. No Trustee shall use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the school. Trustees shall report to the Board of Trustees their acceptance of any gift or privilege worth \$25 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.
13. HLA 2 trustees, officers, or employees may never ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.
14. HLA 2 has not had, nor does it anticipate having, any related party transactions that have or may occur as a result of a less than arm's length relationship with a related party. HLA 2 has established requirements and procedures in its by-laws and Code of Ethics 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 parties recuse themselves from the decision-making process.

## Attachment 6a CMO Information

*Overview:* The Hebrew Charter School Center (HCSC) is a nonprofit organization created in 2009 with the mission to build a movement of academically rigorous dual-language charter schools across America that teach children of all backgrounds to become fluent and literate in Modern Hebrew and prepare them to be productive global citizens. HCSC advances the Hebrew charter school movement by partnering with planning teams and existing charter schools across the country to:

- Build and increase the capacity for designing new, high quality Hebrew language charter schools;
- Provide resources for established schools;
- Grow a field of educators prepared to lead Hebrew language charter schools and the movement;
- Promote and support a network of high quality Hebrew language charter schools;
- Support local communities to develop Hebrew language charter schools and to maximally benefit from their impact on children and families.

HCSC works to accomplish its mission by:

- Recruiting communities, members and local foundations to partner with HCSC to establish new schools;
- Awarding planning and support grants to charter school development teams;
- Providing technical assistance in the creation and development of schools;
- Helping identify and train school leaders, teachers and Board members;
- Coordinating professional development that is customized to meet the needs of educators in Hebrew language charter schools;
- Generating and publishing curricular materials;
- Providing direct training and consultation to Hebrew language charter schools;
- Engaging in capacity-building activities that leverage the collective strength of schools in the network;
- Ensuring that schools receive legal expertise in the areas of constitutional issues and in individual state education law.

For schools to be eligible for participation in the HCSC network, they must implement all of the following essential elements of its school design. These elements are critical to its mission of growing the national Hebrew language charter school movement, as well as to its commitment to creating and supporting academic excellence in our charter schools.

- *Academic Excellence:* Create an academically excellent instructional program for all students by leveraging the best practices of the workshop model, differentiated instruction, and team teaching.
- *Hebrew Language Instruction:* Provide immersive Hebrew language instruction every day and to all students.
- *Culture and History of Israel and its Immigrant Communities:* Integrate the Culture and History of Israel and its Immigrant Communities into the overall curriculum to better teach Hebrew language and culture.
- *Diversity:* Serve the full range of students in their communities.

- *Service Learning*: Make service learning and community service a central element of the educational program to help students internalize the values of social responsibility and understanding of diverse cultures.
- *Relational Capacity*: Schools must exhibit a strong “relational capacity” to work with HCSC, in that they share a common vision for Hebrew language charter schools with HCSC and other schools in the HCSC network. HCSC expects that its grantees, once authorized, represent themselves as being HCSC network schools.
- *Shared Ownership*: HCSC schools will work in partnership with HCSC to plan, start, and run their schools. Schools will take ownership for their charter process and help identify and cultivate funding partners to help make the school sustainable.

***History of Successfully Starting Charter Schools***: HCSC has played an essential supportive role in the launch of 6 schools during their planning and start-up phases: HLA (opened in August, 2009) and currently serving grades K-5; Hatikvah (in New Jersey, opened in August, 2010) and currently serving grades K-5 and just recently approved to expand to middle school beginning with the 2015-16 school year; Kavod (San Diego, opened in August, 2013) and currently serving grades K-3; Sela (Washington, DC, opened in August, 2013) and currently serving grades PK-2, Harlem Hebrew (opened in August, 2013) and currently serving grades K-2, and Lashon (Los Angeles, opened in August, 2014) and currently serving grades K-2. A seventh school, Agamim (Minneapolis) is slated to open in 2015 and serve grades K-3

Hebrew Charter School Center staff support planning groups from their inception through start up and beyond the school’s launch. Support is provided in the following areas:

- Assistance in preparation of charter application: Planning the instructional design of the schools, helping the planning group understand what infrastructure, systems and processes are required to meet the requirements of charter schools as well to ensure academic excellence. This also includes board composition, committee formation, strategic planning for board activities, community and political engagement, fundraising and student recruitment.
- Screening of prospective staff members: HCSC assists planning groups in creating job descriptions for school leaders, screening prospective candidates for school leaders and the inaugural teaching staff. Staff conversations with board members ensure that the board is able to pick the highest qualified person for the job and for everyone to have clear expectations for what the job entails.
- Planning grants and start-up grants: HCSC supports its new schools by providing planning grants so that the board can begin to hire consultants to support the charter writing process as well as beginning the student and community engagement process. Post authorization, Start-up grants are awarded to allow planning groups to hire the school leader and to make commitments to teachers and vendors in advance of government funds.
- Pre-opening and ongoing professional development: HCSC, in collaboration with school leadership conducts intense training for all staff prior to the school opening and throughout the school year.. Essential topics include pedagogical training in the Proficiency approach for Hebrew teachers and the workshop model for general studies teachers. Classroom management, lesson planning, common core alignment, First Amendment considerations, and communication to parents are some of the topics covered. Training is also provided in OnCourse, the student information system provided by HCSC.

Beginning with the 2015-16 school year, HCSC will begin a formal CMO relationship with the first school in its network, Hebrew Language Academy Charter School in CSD 22 in Brooklyn. Currently, although HCSC is not engaged in a CMO relationship with schools in its network, since 2009 it has provided a range of educational support services to its network schools through a formal Service Agreement. The following are the networks schools HCSC is currently providing with support services.

School	School Leader	Grades Authorized to Serve/Grades Currently Serving	Year Opened/Authorizer
<u>Hebrew Language Academy Charter School</u> [REDACTED]	Laura J. Silver, Head of School [REDACTED]	K-8/K-5	2009/NYC Chancellor
<u>Hatikvah International Charter School</u> 7 Lexington Avenue East Brunswick, NJ, 08816 <a href="http://www.hatikvahcharterschool.com">www.hatikvahcharterschool.com</a>	Dr. Marcia Gravson, Director [REDACTED]	K-8/K-5	2010/New Jersey Department of Education
<u>Harlem Hebrew Language Academy Charter School</u> [REDACTED]	Robin P. Natman, Head of School [REDACTED]	K-5/K-2	2013/NYS Board of Regents
<u>Sela Public Charter School</u> [REDACTED] <a href="http://www.selapcs.org">www.selapcs.org</a>	Dr. Natalie Arthurs, Head of School [REDACTED]	Pre-K3,4/K-2	2013/DC Public Charter School Board
<u>Kavod Elementary Charter School</u> [REDACTED]	Alexa Greenland, Director [REDACTED]	K-5/K-3	2013/San Diego Unified School District
<u>Lashon Academy</u> [REDACTED]	Sara Garcia, Principal [REDACTED]	K-6/K-2	2014/LA Unified School District

*Capacity and Evidence of Success in Operating Schools:* HCSC has had extensive experience providing a wide range of instructional resources and services to help Hebrew language charter schools in its network deliver the highest caliber educational programs. While the majority of its supports to its network charter schools have been in the instructional realm, it has also provided a range of operational and human resource support to its network schools.

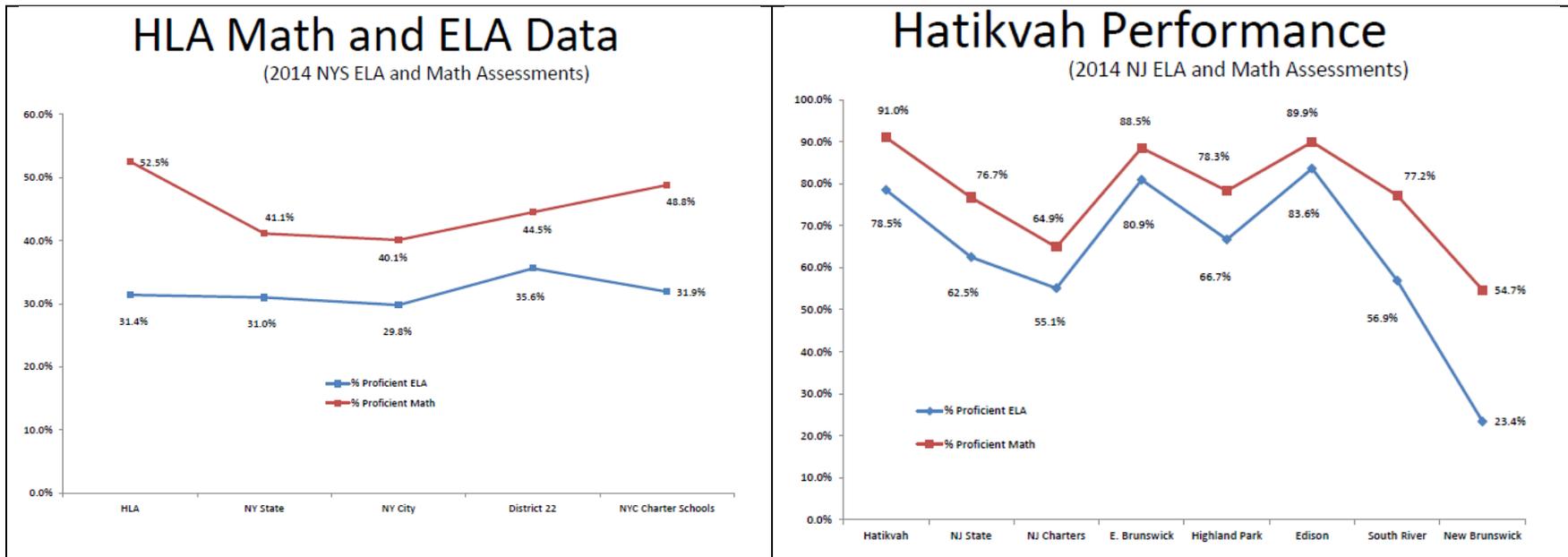
For the past five years, the support services that HCSC has been providing to its schools (in addition to the planning and start-up services described above) include, but are not limited to:

1. On-site coaching visits and evaluation from HCSC's educational staff for the schools' teaching staff and school leadership.
2. Coaching and mentorship of school leaders and board members. Examples of coaching areas include: leadership through building consensus; strategic planning through the engagement of stakeholders and use of data; hiring, support and evaluation of employees; and effective communication strategies.
3. Professional development and ongoing support for instructional staff on aspects of the general studies program including but not limited to, English Language Arts, Balanced Literacy, Mathematics, Lesson Planning, Curriculum Mapping, Common Core Learning Standards, Teachers College Readers and Writers Workshop, Service Learning, classroom management, student interim assessments and an array of other topics.
4. Professional development and ongoing support for instructional staff on aspects of the Hebrew studies curriculum, including but not limited to, training for Hebrew teachers in the Oral Proficiency Interview (OPI) protocol, the CHIC curriculum, Hebrew language instruction and the Proficiency Approach, lesson planning, and general technical support and training to the schools' Hebrew studies staff and administrators.
5. Support on daily and weekly scheduling and programming in order to leverage each school's instructional staffing model to maximize the impact on classroom instruction and student achievement.
6. Provision of the proprietary CHIC curriculum and its associated curricular materials produced by HCSC.
7. Training for school leaders and instructional staff on issues related to compliance with the separation of church and state, communication strategies for a diverse audience of parents, positive classroom behavior management, as well as an array of other topics identified by HCSC and its network schools.
8. Talent recruitment and screening for school leaders, instructional coaches, and teachers.
9. Assistance with grant writing and interview preparation for board members and instructional leaders
10. Assistance in preparing for authorizer visits, responding to authorizer requests and school renewal process. (3 network schools have been renewed thus far) Facilitation of communication among instructional and leadership staff among all network schools.
11. Network training sessions on supporting classroom observations, peer observation through conducting Instructional Rounds, Innovative classroom projects
12. Provision of student information systems and supporting data analytic work.
13. Stakeholder survey development and administration

- 14. Grant and loan making and related financial support
- 15. Marketing, including student and staff recruitment, and public relations support

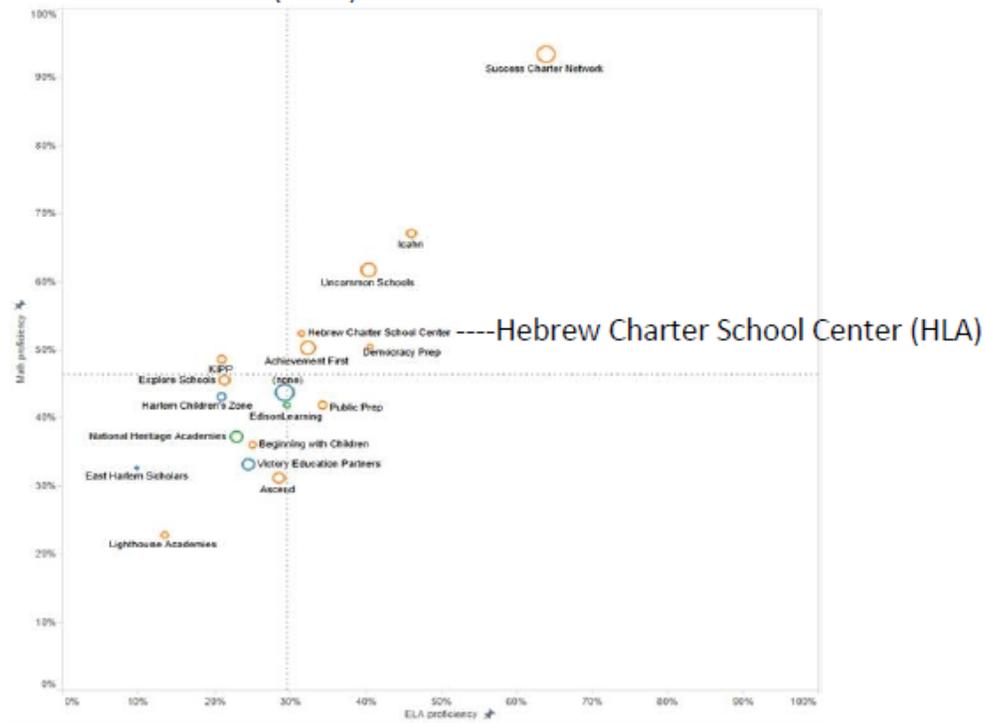
The support that HCSC has provided up to this stage has been effective in supporting student achievement and growth. In fact, all of the network schools that were up for renewal have been renewed: HLA just recently was approved for an additional 4 year charter term with expansion to the middle school grades, Hatikvah received a 5 year renewal term with approval to expand its enrollment, Kavod received an additional 5 year renewal term and Sela was just approved to open a pre-K3

*Academic Performance Data:* Currently, HLA and Hatikvah are the only schools in the HCSC network that are serving students in the State testing grades. The following charts illustrate the performance of these two schools on their respective State assessments in ELA and math against the performance of other comparison groups. As is evident by the charts, with few exceptions, HLA and Hatikvah students outperformed their peers in the respective comparison groups.



Of further note is the performance of HLA students against students in the network charter schools in New York City. The following graph from the New York City Charter Center shows that HLA performance falls within the upper percentile of all charter network performance.

# Comparison of HLA to NYC Charter Networks grades 3 - 5 (2014)



Source: Michael Regnier, New York City Charter School Center

*Stakeholder Satisfaction Data:* Each year, HCSC conducts surveys of its network schools' stakeholders. The results of these surveys provides a significant amount of qualitative evidence that the schools are providing a much needed and highly desired public school option in the communities they serve. Parents across all the schools in the HCSC network have expressed high levels of satisfaction with the Hebrew charter schools their children attend. Data from the most recent survey shows that the key design elements of the HCSC-network schools resonate deeply with parents. The vast majority of parents across all the HCSC network schools identified the following school characteristics that led to their high level of satisfaction with their schools:

- Individual quality time and attention given to each student
- Small classroom settings with low student to teacher ratios
- Frequent, consistent and meaningful communication between teachers and parents through multiple avenues (text and/or phone, notes home, and email)
- Positive interactions with the school staff regarding safety and protocols
- Instruction in a second language beginning in Kindergarten (parents have been consistently impressed with their child's level of Hebrew language acquisition)
- Diversity of students in the school from all perspectives (racially/ethnically, socio-economically)
- Nurturing and caring environment for all students and welcoming and accessible environment for all parents.

In addition, its support services have been well received by the school leadership and Boards of each of its network schools. A recent survey conducted by HCSC asked its network schools' leaders (HOS and curriculum and instructional directors) to provide feedback on the benefits they felt they derived from the services they received as a network school. Among the responses that support the effectiveness of HCSC's work in the schools and their alignment with leadership needs are:

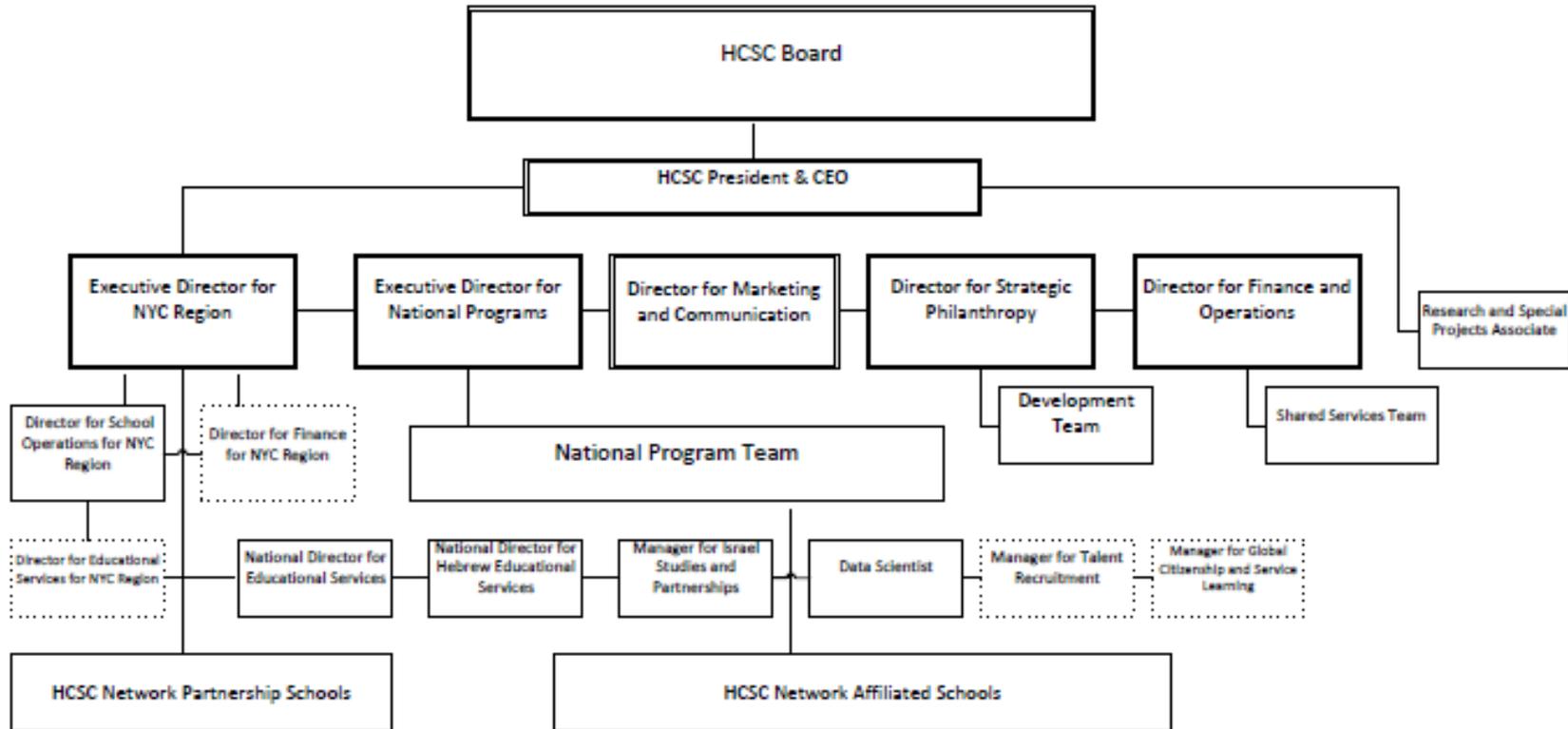
- 80% gave the highest rating to HCSC's onsite Hebrew instructional support and onsite general education (ELA, math, social studies and science).
- 80% gave the highest rating to the support with student and assessment data systems and student and assessment data analysis they received from HCSC.
- 100% highly valued the support in the area of recruitment of Hebrew instructional staff they received from HCSC.

As it evolves from its role as service provider to CMO, HCSC plans to grow to support a mid-sized network of schools, functioning as a CMO in those metropolitan regions such as New York where it can support three or more schools, and providing a more modest level of support to "Affiliate" schools in other regions.

***Management Structure and Key Personnel:*** HCSC has a 12 member Board of Trustees. Three of the HCSC Board members are founding HLA Board members, two of whom were original HLA Applicant Team members and three of whom continue to serve on the HLA Board today.

For over a year, HCSC has prepared to evolve its role with its New York metropolitan network schools from that of service provider to the expanded role of CMO. For the past year, it has strategically built and, under the leadership of its President and CEO, is continuing to build the HCSC team to include the executive, managerial and operational talent it would need, in addition to the high quality curricular and instructional professionals it already has, to provide the range of essential services the schools in its growing network would require. HCSC's core management and programmatic team represents a mix of deep K-12 curriculum and instructional knowledge and experience, a long history of working in the charter school movement, business expertise and financial and operational know-how. The organization chart below represents the HCSC corporate

structure that will be in place in time to support HLA 2 if authorized. The following are job descriptions of the key players in the organizational charter above that will play a direct role in the provision of services to HLA 2 under the CMO Agreement.



As HCSC continues to build its infrastructure in the near term, HCSC’s staffing plan will augment the current core team with additional capacity to ensure it has the requisite staff to carry out its obligations in its CMO Agreement with HLA 2 as well its support services to its other network schools. Consistent with a year-long strategic planning process, all new hires will bring deep function-specific experience and expertise, in both education and operations. Key hires during the end of 2014 and the first half of 2015 include an Executive Director for the NYC Region; a Director of School Operations for the NYC Region, a Manager of Talent Recruitment; a Data Scientist; and a Manager of Israel Studies and Partnerships. The following are descriptions of the roles of the key positions in the organizational chart.

*HCSC President & CEO:* Leads the organization, ensures the success and sustainability of the organization through strategic planning, visioning, developing partnerships for support. Oversees Program, Regional Schools organizations, Fundraising, Marketing and Communication and Finance and Operations. Serves as primary staff liaison to the HCSC Board.

*Executive Director for National Programs:* Oversees program development and implementation. Supervises and supports national teams of curriculum development and instructional coaches that support all aspects of the HCSC model and its implementation in network schools. Assists school Boards and school leaders in leadership development and strategic planning.

*National Program Team:*

*National Director for Educational Services:* Provides instructional support to Heads of Schools, Directors of Curriculum and Assessment and teachers to ensure effective implementation of Balanced Literacy and the Readers and Writers workshop model. Supports school leaders in developing positive school culture and effective classroom management strategies. Trains schools staff in Fountus and Pinnell Running Record Assessment protocols and supports analysis of student achievement data to support instruction.

*National Director for Hebrew Educational Services:* Provides instructional support to Heads of Schools, Directors of Hebrew Curriculum and Assessment and teachers to ensure effective implementation of Proficiency Approach to teaching Hebrew. Supports school leaders and teachers in development of Hebrew language curriculum and end of unit assessment. Trains schools staff in Oral Proficiency Interview protocols and supports analysis of student achievement data to support instruction.

*Data Scientist:* Analyzes data across network of schools to support instruction, strategic planning, and resource deployment. Develops and conducts surveys and analyzes results to gauge stakeholder satisfaction across our network of schools. Assists with strategic planning and identifies trends in school and network data and researches best practices in K-12 education.

*Manager for Israel Studies and Partnerships:* Continues to develop and refine the CHIC curriculum and curates resources to support Israel studies instruction in network schools. Works with organizations in Israel and in the US to assist in creating authentic connections between classrooms and schools in our network with school age children in Israel

*Manager for Global Citizenship and Service Learning:* Develops curriculum and school based activities that support network schools in fostering the knowledge, skills, attitudes and behaviors associated with the curricular goals of Global Citizenship and providing service to others. Provides on-going professional development to teachers and school leaders in curriculum implementation and support schools in developing organic interdisciplinary projects that grow out of classroom discussions.

*Manager for Talent Recruitment:* Builds a pipe line of teachers and school leaders for all network schools. Works in partnership with Manager for Israel Studies and Partnerships to create relationships with organizations in Israel and in the US to ensure that all network schools have sufficient highly qualified Hebrew teachers and instructors. Builds relationship with schools of education and teacher networks to recruit teacher and leadership talent for network.

*Director for Strategic Philanthropy:* Leads the development team in engaging, stewarding and maintaining high net worth donors while broadening our donor base to attract a wide array of donors at all giving levels. Plans annual large-scale events for a national audience. Seeks and acquires grants from foundations and government institutions.

*Director for Finance and Operations:* Manages and oversees all financial operations, grants management, all operational functions to support the operations of HCSC.

*Director of Marketing and Communication:* Manages all public relations and media for HCSC and network schools. Assists in community outreach, website design and maintenance and the creation of recruitment materials for network schools.

*New York City Regional Team:*

*Executive Director for NYC Region:* Has managerial oversight responsibilities for all NY schools and will serve as the primary liaison between the School Board and school and School Board and HCSC. Responsible for managing and coaching the Head of School in bringing to fruition the vision and mission articulated in the school's charter application as articulated in the Management Agreement with each school. As delegate of the BOT, will oversee and support the HOS in ensuring a strong, inclusive school culture, actively shaping students' habits, values, and aspirations to broaden their understanding of diverse backgrounds and experiences to become successful global citizens. Responsibilities include leading the hiring process for HOS, development, coaching, and evaluation of HOS and fostering a leadership culture of reflective self-improvement within the school. Coordinates and oversees the support provided to the school by HCSC staff.

*Director for School Operations for NYC Region:* Works under the supervision of the Executive Director for NYC Region to assist schools with all operational services. Coordinates services and supports provided by HCSC in a school's startup phase and provides ongoing support to ensure schools are equipped with the appropriate supplies, processes, and personnel required to run effectively to achieve academic excellence. Works with HOS, board chair, authorizer and school districts, and external vendors, to ensure that HLA2 is able to operate efficiently and in full compliance with all laws, regulations and expectations from its authorizer.

*Director for Educational Services for the NYC Region:* Provides instructional support to Heads of Schools, Directors of Curriculum and Assessment and teachers in network schools for the NYC region to ensure effective implementation of Balanced Literacy and the Readers and Writers workshop

model. Supports school leaders in developing positive school culture and effective classroom management strategies. Trains schools staff in Fountus and Pinnell Running Record Assessment protocols and supports analysis of student achievement data to support instruction.

*Director of Finance for NYC Region:* Supports network schools in NY region with budget development, identification of high quality vendors and create economies of scale when feasible. Director will also explore best providers for employee benefits and other supports for school employees.

The following individuals currently comprise HCSC's core team:

**Jon Rosenberg**, *President and CEO*, is an experienced social sector leader, education program developer, and civil rights lawyer. He has served as CEO of Repair the World, as executive director of Roads to Success and ROADS Charter High Schools, and in senior staff roles at Edison Schools Inc. (where he was Deputy General Counsel), The Children's Aid Society, and the U.S. Department of Education's Office for Civil Rights. Jon began his legal career as a public defender at The Legal Aid Society. He is a graduate of Columbia Law School, and holds a Bachelor of Arts degree from the University of Pennsylvania. He is an active volunteer in the Montclair School District, and serves on the boards of Ascend Learning (a Brooklyn-based charter school organization) and Roads to Success (a provider of after-school programs). He is a past-chair of the New York City Bar Association's Committee on Education and the Law. He has served as an Adjunct Associate Professor at Teachers College and as a Lecturer in Law at Columbia Law School, teaching courses in Children and the Law and Education Law.

*Executive Director for New York City Region<sup>1</sup>*, HCSC has hired a highly qualified individual with 13 years' experience in one of the five largest school districts in the United States beginning as teacher in a high school with the district and rising to a Deputy Chief of Schools of the district. Importantly, the experience this individual brings includes managing a network of fifty schools where responsibilities included strategic planning, principal supervision, budgetary oversight and stakeholder engagement. This individual has extensive experience in using data to drive instruction and has led several schools to substantial gains in their academic outcomes. This individual has an Ed.D. in Educational Leadership.

**Aaron Listhaus**, *Executive Director for National Programs*, Since beginning at HCSC in January 2011 Aaron has made tremendous strides in leading the effort to develop Hebrew Charter Schools across the country. During his tenure 4 new charter schools have been authorized and opened their doors. An accomplished educator, Aaron joined HCSC from the New York City Department of Education's Office of Charter Schools, where he was chief academic officer. In that role, he was responsible for the oversight of academic programs and accountability for all of the nearly 70 Department-authorized charter schools. He also served as a coach in the City's innovative Leadership Academy in the 2007-08 school years, advising and supporting new principals in the public school system. Prior to that, Aaron spent five years as principal of Middle College High School at LaGuardia Community College in Long Island City and two years as assistant principal. He got his start in the charter movement by serving as the

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<sup>1</sup>We are unable to reveal the name of the Executive Director for New York City Region at this time as this individual has not yet made public the acceptance of the offer from HCSC.

board chair for the International High School, which in 1999 became one of the first conversion charter schools in NYC. Aaron began his career in the classroom, teaching English, ESL and ESL in the content areas of social studies, science and math.

**Hindie Weissman**, *National Director for Educational Services*, has been an educator for more than 30 years and has worked at HCSC since 2010. She has worked in some of the poorest congressional districts in the nation, providing direct instruction, professional development and mentoring to both instructional and supervisory staff. She is a graduate of Hunter College and holds a Master of Science degree in education with a specialization in developmental, corrective and remedial reading. She has had years of literacy training at Columbia Teachers' College and participates in ongoing training at Columbia with some of the foremost educators in the nation. As a member of its charter application team, Hindie developed the original educational plan for Hebrew Language Academy Charter School in Brooklyn. Hindie has provided customized consulting services to schools from New York City to Israel in the areas of instruction, data analysis, assessment, school climate, classroom management, test preparation, parent involvement, grant writing and goal setting. Hindie has co-written "Read-aloud Passages & Strategies to Model Fluency: Grades 5-6" for the Scholastic Professional Book Series. Hindie spearheaded the Moriah Fund's educational initiative in Netanya, Israel, where she brought the strategies of balanced literacy to teachers at schools with large Ethiopian immigrant communities.

**Shlomit Lipton**, *National Director for Hebrew Educational Services*, was a Hebrew at The Center, Inc. consultant, and a Hebrew teacher and mentor at The Jewish Community Day School in Boston prior to joining HCSC in 2011. Prior to that, she was the Hebrew Studies coordinator at The Rashi School, where she also taught Hebrew at all levels. She was assistant head of The Rashi School from 2001 to 2003 as well as the interim head of the school. She taught Hebrew at Prozdor high school and was a consultant in the development of the Hebrew curriculum Haverim B'Ivrit. In Israel, Shlomit taught English in grades 4 through 12 at Kibbutz Kabri. She studied Foreign Language Instruction at Oranim Teachers' College of Haifa University, and holds an MEd specializing in reading and language arts from UNC-Chapel Hill.

**Morris Ardoin**, *Director for Marketing and Communication*, is a seasoned marketing and public relations professional with more than 30 years of experience in a variety of settings, including universities (Tulane, New York University, Columbia University), PR agencies, and humanitarian organizations (HIAS), as well as a two-year stint working in emerging market communications in Eastern Europe. He has also spent time as a practicing journalist, having reported and edited for newspapers and magazines. He earned a master's degree in communication from the University of Louisiana, a bachelor's degree in journalism from Louisiana State University, and is accredited by the Public Relations Society of America.

**Elly Rosenthal**, *CPA, Director for Finance and Operations*, was CFO and chief administrative financial officer of Proskauer Rose LLP, a global law firm with over 700 attorneys prior to joining HCSC. Elly brings extensive financial and operational expertise from the private sector. She began her career in public accounting with the "Big 4" accounting firm of KPMG. The seven years spent there provided Elly with a very strong foundation that jump-started her ensuing successful career. She rose to senior manager and spent four years in the Higher Education and Other Not Profits department where she managed numerous not for profit audits in a variety of areas. After public accounting, Elly entered the law firm arena where she honed her financial and operational skills as controller of Finley Kumble Wagner, director of finance and administration of Morrison Cohen LLP,

director of finance of Stroock Stroock & Lavan, and then Proskauer. Elly holds a BS in accounting from Brooklyn College and is currently on the board of the Jewish Federation of Monmouth County in New Jersey.

*Financial Plan:* HCSC will have the financial capacity to support its growth plan. Since its inception, HCSC has been operating with a strong financial position. Currently, the organization has \$665K in accumulated assets. Its business model up to now has been one in which private philanthropy has been the driving revenue source. The organization has proved highly successful in the fundraising arena, with the Board having raised almost \$21 million in five years to support its operations. Over the last five years, an average of 30% of its annual operating budget has been for direct philanthropic grants to its network schools. As a CMO, HCSC intends to continue to provide the schools it manages with philanthropic support, particularly in the early years when schools are not yet at capacity and cannot yet reap the benefits of economies of scale that come with increased enrollment. When HCSC works with emerging schools, it has typically provided planning grants (\$25,000-\$35,000), start-up grants (\$50,000-\$75,000), and, in a school's first several years of serving students, operating grants of \$250,000 or more. HCSC's revenue model going forward will include a mix of private philanthropy, corporate and foundation support, and CMO fees from its managed schools. To ensure that it will continue to increase its fundraising capacity, HCSC has grown both its Board and its donor base. This fiscal year, HCSC will raise approximately more than \$5 million in philanthropic revenue.

**Educational Services Agreement**

between

**National Center for Hebrew Language Charter School Excellence  
and Development, Inc. d/b/a Hebrew Charter School Center**

and

**Hebrew Language Academy 2  
Charter School**

DRAFT

## EDUCATIONAL SERVICES AGREEMENT

**THIS EDUCATIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 by and between **National Center for Hebrew Language Charter School Excellence and Development, Inc. d/b/a Hebrew Charter School Center (“HCSC”)**, a Delaware non-stock corporation with authority to do business in New York State with its principal place of business located at 729 Seventh Avenue, 9<sup>th</sup> Floor, New York, NY 10019, and **Hebrew Language Academy Charter School 2 (“HLA22”)**, a New York education corporation having an address of TBD. Together, HCSC and HLA2 shall be referred to as the “Parties” and each separately as a “Party.”

**WHEREAS**, HCSC is an educational service provider with the qualifications, experience, and expertise necessary to effectively provide essential programming and services to charter schools; and

**WHEREAS**, HLA2, led by the Board of Trustees (the “Board”) has a provisional charter (the “Charter”) from the New York State Board of Regents as its authorizer (the “Authorizer”) to operate a charter school in the State of New York (the “State”) pursuant to certain terms and conditions set forth in an approved Charter Application and subsequent Renewal Applications made and approved from time to time incorporated into a Charter Agreement between the Board and the Authorizer (the “Charter Agreement”) as amended from time to time, which shall be incorporated by reference into this Agreement; and

**WHEREAS**, HLA2 shall operate the School (the “School”) in accordance with its Charter and the Charter Agreement; and

**WHEREAS**, HLA2 is entering into this Agreement with HCSC in order to meet its obligations under the Charter, specifically its commitment to providing a high-quality education for students enrolled at the School; and

**WHEREAS**, it is the intention of the Parties to create a relationship based on trust, common educational objectives, and clear accountability, through which the Parties will work together to deliver an exceptional education program and experience to the students enrolled at the School; and

**WHEREAS**, the Parties wish to define their relationship and set forth the terms and conditions of their respective rights and responsibilities to each other;

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

**I. TERM AND RENEWAL.** The term of this Agreement shall commence as of July 1, 2016 (the “Effective Date”) and shall continue through June 30, 2021 (the “Term”) unless terminated prior to such date in accordance with Section II below. The Parties agree to give written notice of their intent to renew or not to renew this Agreement on or before June 1, 2020 and should both Parties desire to renew the Agreement, they shall work diligently to negotiate such agreement by September 1, 2020. Notwithstanding the foregoing, the Term shall not extend beyond the term of the Charter.

**2. REPRESENTATIONS AND WARRANTIES**

**a. Representations and Warranties of HCSC.** HCSC represents and warrants as follows:

- i. Organization and Tax-Exempt Status; Authority. HCSC is a not-profit corporation duly organized under the laws of Delaware with authority to do business in New York and was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. HCSC possesses, or will take steps to secure, the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligations of HCSC, enforceable against HCSC in accordance with its terms.
- ii. Conduct of HCSC. The Services (defined in Section IV below) provided by HCSC under this Agreement shall comply with the Charter and all applicable local, State, and federal laws and regulations.
- iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of HCSCs’ knowledge threatened against HCSC that would have a material adverse effect on HCSC’s ability to perform the Services contemplated by this Agreement. HCSC further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.
- iv. Capacity. HSCS currently provides services to other charter schools within its network and will likely during the Term of this Agreement add additional charter schools to its network and provide various services to those schools as well. Regardless of the number of other schools to which HCSC shall provide services, HCSC warrants and represent that it

shall at all times during the Term of this Agreement employ and otherwise contract with staff in such numbers as shall be required for HCSC to effectively deliver to the School the Services required under this Agreement.

- v. Full Disclosure. No representation or warranty of HCSC herein and no statement, information, or certificate furnished or to be furnished by HCSC pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which HLA2 would reasonably need to rely to perform its obligations under this Agreement.

**b. Representations and Warranties of HLA2.** HLA2 represents and warrants as follows:

- i. Organization and Tax Exempt Status; Authority: HLA2 is an education corporation with the legal authority to operate charter school in New York State and contract with HCSC for the Services contemplated in this Agreement. HLA2 was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Should for any reason the terms of this Agreement cause the Internal Revenue Service to notify the School that this Agreement does not conform with the School's tax exemption previously granted, HCSC and the School shall in good faith work collaboratively to make such modifications as may be reasonably required to assuage the Service's concerns and preserve the School's tax exempt status. The School operated by HLA2 is now, and shall at all times throughout the Term remain, a charter school in good standing with the Authorizer.
- ii. Authority. HLA2 possesses the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of HLA2, enforceable against HLA2 in accordance with its terms.
- iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of HLA2's knowledge threatened against HLA2 that would have a material adverse effect on HLA2's financials or Charter. HLA2 further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.

- iv. Full Disclosure. No representation or warranty of HLA2 herein and no statement, information, or certificate furnished or to be furnished by HLA2 pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which HCSC would reasonably need to rely to perform its obligations under this Agreement.
- v. Conduct of HLA2. HLA2 has materially complied, and at all times during the Term shall materially comply, with all local, State, and federal laws and regulations that are applicable to HLA2, which include, but are not limited to, the Internal Revenue Code, the Family Educational Rights and Privacy Act, New York State Education Law and regulations including the Charter School Act and implementing regulations, the Not-for-Profit Corporation Law, Public Officers Law and General Municipal Law, as well as its By-Laws, its Financial Policies and Procedures, and other such policies and procedures as the Board may adopt (collectively, the “Laws and Regulations”). HLA2 has maintained and will maintain adequate records of the activities and decisions of HLA2 and the School to ensure and document compliance with all such laws and regulations. HLA2 agrees to provide HCSC with copies of all such records and to allow HCSC to, at HCSC discretion, assist with the preparation and retention of such records to ensure that, among other things, HCSC may perform all services and duties set forth in this Agreement in compliance with the Laws and Regulations. Except as so delegated to HCSC herein (unless such delegation is prohibited by applicable law), HLA2 shall at all times retain all rights and responsibilities under the Charter.

### **3. DELEGATION AND RESPONSIBILITY**

- a. **General**. HLA2 hereby authorizes HCSC to undertake on its behalf the functions specified in this Agreement with regard to the business, administrative and academic services of HLA2, it being understood that, at all times, HCSC shall remain accountable and subject to the oversight of the Board (and the Authorizer and other State authorities, if applicable) and the Board shall retain the ultimate rights and duties of oversight of HLA2 and the School pursuant to the Charter and applicable law, including, but not limited to, retention of independent fiduciary oversight and authority over HLA2’s budget. The Board further authorizes HCSC to take such reasonable actions that may not be expressly set forth in this Agreement, but which shall be implied as necessary in HCSCs’ judgment to properly and efficiently provide services to HLA2 and the School, provided such actions

are consistent with the Charter, applicable laws, and the annual HLA2 budget approved by the Board. Furthermore, HLA2 hereby designates employees of HCSC, to the extent permitted by law, as agents of HLA2 having a legitimate educational interest such that they are entitled to access education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). HCSC, its officers, and employees shall perform its duties in a manner consistent with the obligations of HLA2 under FERPA.

- b. Right to Subcontract.** HCSC may subcontract any function or service it is obligated to provide hereunder, provided that subcontracts entered into on behalf of the School obligate the subcontractor to maintain confidentiality of education records in accordance with FERPA, no such subcontract shall relieve or discharge HCSC from any obligation or liability under this Agreement except as set forth in the Charter Agreement or as approved by the Board, and in no event shall HCSC subcontract more than half of the functions or services it has undertaken to provide.

#### **4. DUTIES AND OBLIGATIONS**

- a. Duties and Obligations of HCSC.** Throughout the Term of this Agreement, HCSC shall provide certain educational and operational services (the “Services”) in consultation with and in communication with the Board and the School Leadership Team (currently defined as the Head of School, Director of Curriculum and Instruction, Director of Hebrew Curriculum and Instruction, and Operations Manager), as applicable:

- i. Education and Instruction-Related Services**

1. **Israel Studies:** Provide HCSC-licensed curricula, professional development and related resources for HCSC’s Culture and History of Israel and its Immigrant Communities (“CHIC”) curriculum.
2. **Hebrew Studies:** Provide professional development and ongoing support related to Hebrew language instruction and the Proficiency Approach, including training for Hebrew teachers in the Oral Proficiency Interview protocol, and support for developing curriculum.
3. **General Studies:** Provide professional development and ongoing support related to English Language Arts, Balanced Literacy, and the Teachers College Readers & Writers Workshop model.

4. Service-Learning: Provide support related to Service-Learning program design and implementation.
5. Advise HLA2 regarding the acquisition of instructional and curricular materials, educational technology, and supplies.
6. Provide HLA2 with access to (at HCSC's expense), and support in the use of, a School or web-based student information system (in addition to ATS).
7. Provide support in the analysis of student performance data.
8. Advise HLA2 in programmatic areas including but not limited to: special education services; services for English Language Learners; positive behavior supports and classroom management; discipline code and code of conduct; supplemental educational services; school culture; interim and formative student assessments; differentiation of instruction and of program.

ii. Business Operations

1. Advise HLA2 regarding facilities financing.
2. Oversee facilities build-outs, landlord relations, and facilities management.
3. Review vendor contracts and provide support in vendor relationship management.
4. Support HLA2's Operations Manager in operational areas such as school meals, school safety, purchasing, technology and telecommunications, including providing support working with 3<sup>rd</sup> party vendors/service providers.

iii. Human Resources and Employment-Related Services

1. Support the recruitment and screening of all school-based staff.
2. Advise and support HLA2 in the creation of career pathways for instructional staff, performance-based compensation, benefits, and related human capital issues.

3. Advise regarding performance assessment and staff evaluation functions.
4. Conduct the annual evaluation of the Head of School and presenting same to the Board or a Committee of the Board, as determined by the Board.
5. Advise and support the creation of position descriptions.

iv. Budgeting and Financial Services

1. On HLA2's behalf and in coordination with the most senior School-based finance staff member (if applicable), serve as liaison to Charter School Business Management ("CSBM") and related financial service vendors (e.g., auditors), and oversee with the Board Treasurer and Finance Committee the work of such vendors (and School-based employees, if applicable) in preparing financial reports, financial statements, annual audits, financial controls and policies.
2. Provide oversight of annual budgeting processes.
3. Supervise the procurement of insurance.
4. Along with CSBM, supervise bank reconciliations.
5. Advise the Board regarding the approval of expenses and Provide oversight of purchasing in accordance with the School's Financial Policies and Procedures, as may be amended from time to time.

v. Student Recruitment

1. Advise and support HLA2 regarding student recruitment plans, marketing materials, and recruitment-related community outreach, including planning and preparing for the annual lottery and ensuring a diverse student enrollment reflective of the communities served by HLA2.

vi. Governance & Leadership

1. Provide ongoing supervision, mentoring, and support to the Head of School.
2. Provide ongoing mentoring and support to the Head of School, the Director of General Studies Curriculum & Instruction, the

Director of Hebrew Curriculum & Instruction, and the Operations Manager.

3. Assist with Board member recruitment and development.
  4. Facilitate annual Board evaluation process.
  5. Support the work of Board committees.
  6. Provide logistical support, including the recording of minutes and maintenance of records, for Board meetings.
  7. Work with the Board and School Leadership Team to coordinate and prepare all communication with the Authorizer and other public entities, including amendments, renewals, annual inspections, authorizer visits, and authorizer data requests.
  8. Provide support for meetings with community based organizations and community stakeholders.
- vii. Marketing & Communications.
1. Supervise the development of school-based marketing collateral.
  2. Advise HLA2 staff and Board members about stakeholder communication best practices.
  3. Assist in interactions and communication with the press and Authorizer.
  4. Advise regarding HLA2's use of social media, including the School's website and Facebook page.
- viii. Fundraising. Advise the Board and Parent Organization regarding school-based fundraising, and share best practices relating thereto from across the HCSC network of schools.
- ix. Research & Evaluation
1. Disseminate best practices from network schools and create networking opportunities for cross-school professional development and collaboration.
  2. Connect HLA2 with mission-aligned organizations to bring in new and emerging practices in areas such as literacy instruction; Israel studies; education technology; Hebrew language acquisition; and diverse schools.

3. Assist HLA2 in evaluating program effectiveness, both generally and with a focus on distinct subgroups such as students with special needs, English language learners, and students from low-income families.
- x. Presence of HCSC employees or contractors at the School.

All employees or contractors of HCSC who have direct, regular contact with students at an HLA2 school shall be subject to fingerprint-based criminal background investigations and checks in compliance with applicable laws.

**b. Duties and Obligations of HLA2 shall include but not be limited to**

- i. Approval of School Policies. With recommendations and guidance to be provided by HCSC and each School's School Leadership Team, the Board shall create and adopt policies for the School, which shall be consistent with the Charter and applicable law.
- ii. Approval of the School Budget. In accordance with the Charter and the requirements of this Agreement, the Board shall work diligently with HCSC to approve the annual budget within sixty (60) days of submission of the proposed budget by HCSC to the Board in accordance with this Agreement.
- iii. Maintenance of Charter. The Board shall do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may be imposed by the Authorizer, are fully complied with at all times. If the Board shall at any time receive notice from any public authority or other person that HLA2 is or may be in violation of its provisional Charter or any applicable law or regulation governing the charter School it operates the Board shall immediately notify HCSC of the alleged violation and shall thereafter work diligently with HCSC to investigate such alleged violation, to determine whether such alleged violation in fact exists, to promptly respond to the complaining Party and to correct any violation found to exist.
- iv. Mission and Program Alignment. HLA2 shall take all appropriate actions to maintain consistency with the shared mission of operating an academically rigorous dual-language charter school that teaches children of all backgrounds to become fluent and literate in Modern Hebrew and prepares them to be productive global citizens. This shall include adherence to the essential elements of the HCSC program model,

including: daily immersive Hebrew language instruction; the integration of the CHIC curriculum into the overall curriculum; implementation of service-learning and related activities focusing on social responsibility and the understanding of diverse cultures; serving the full range of students in their communities.

- v. Providing Information and Documentation. HLA2 shall furnish HCSC with documents, including litigation documents, records, and all other information necessary for HCSC to fully and effectively provide its Services and support and otherwise carry out its duties under this Agreement.
- vi. Receipt and timely review of any complaints or grievances. HLA2 shall establish a procedure for the receipt and timely review of complaints or grievances by any parent, community individual or institution.
- vii. Part of Network. HLA2 will prominently identify itself in any published materials and in HLA2-controlled social media, including promotional and publicity materials, press releases, and other marketing materials, the HLA2 website, and the HLA2 Facebook page, as part of the Hebrew Charter School Center Network of Schools, or such other descriptive term as is later specified by HCSC.
- viii. Tax Status. In accordance with the Charter and applicable law, the Board shall take all steps required to obtain and maintain HLA2's status as a tax-exempt organization under federal and State law such that contributions to HLA2 are deductible to the donor for federal income tax purposes. In the event of arbitration, the Board and HCSC shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining HLA2's tax-exempt status.
- ix. Leadership Team. The Board will work closely with HCSC in recruiting and selecting the members of the staff Leadership Team, including the Head of School and all staff Directors. Prior to any decision to hire a candidate for one of these positions, the Board shall ensure that HCSC has the opportunity to participate in the hiring process, meet with the top candidates for such positions, and provide the Board with its assessment of any candidate under consideration.

- x. Public Statements. HLA2's Board and staff will not make statements to, or release information to the press or media organizations about its relationship with HCSC without first consulting with HCSC.
- xi. Visits. HLA2 will provide access to the School for visits led by HCSC staff and board members. HCSC will cooperate with HLA2 to minimize any impact on the School of such visits.
- xii. Board. HLA2 agrees to maintain an active, competent, and accountable Board that adheres to best practices in governance and fiduciary responsibility, and whose members demonstrate commitment to the School's mission.
- xiii. Coordination of Fundraising. HLA2 agrees to coordinate its fundraising efforts with HCSC, to avoid conflicting or duplicating efforts.
- xiv. Engagement of Professional Service Providers. The Board shall directly select, retain, utilize (as needed) and compensate a law firm, accounting firm and auditing firm to provide services required by HLA2 as may be required by Law, the Charter and as otherwise needed from time to time.

**5. FEES.** In consideration for the Services provided by HCSC to HLA2, HCSC shall be paid a management fee equal to the following percentages of of Gross Revenues (the "Management Fee"):

6% of Gross Revenues for the period from July 1, 2016-June 30, 2017

7% of Gross Revenues for the period from July 1, 2017-June 30, 2018

8% of Gross Revenues for the period from July 1, 2018-June 30, 2019

9% of Gross Revenues for the period from July 1, 2019-June 30-2020

10% of Gross Revenues for the period from July 1, 2020-June 30, 2021. Gross Revenues shall be defined as all such funding provided by the State, federal, and local government (if applicable) to HLA2 but shall exclude any private grant funding, competitive government grants or other charitable contribution awarded to HLA2, and shall also exclude any funding whose terms and restrictions prevent it from being used toward calculation of the Management Fee. The Management Fee shall be payable in four (4) quarterly installments, beginning in the first year of the Term with September 1, 2015 (and each September 1 thereafter) and thereafter on December 1, March 1 and June 1 of each year during the Term. HCSC may impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after

the aforesaid due dates, unless receipt of revenue by HLA2 is delayed for reasons beyond the control of HLA2. In this event, HLA2 shall make such payment no later than thirty (30) days after it receives a scheduled disbursement, and HCSC shall impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after the new due date set forth above.

**6. PROPRIETARY WORKS.** HLA2 acknowledges that HCSC owns and shall own all existing, and hereafter created, copyrights and other intellectual property rights with respect to all works of authorship, inventions and work product including, instructional materials (including but not limited to CHIIC), training materials, curriculum and lesson plans, and any other materials, teaching methodologies, school management methodologies, and all improvements, modifications, and derivative works thereof that are created, invented or developed by (i) HCSC, its employees, agents or subcontractors, or (ii) an individual employed or retained by HLA2 within the scope of such employment or retention if such work of authorship, invention or work product utilizes ideas or products developed by HCSC (collectively, the "Proprietary Works"). HCSC hereby grants HLA2 a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use Proprietary Works as necessary or desirable to operate the School during the Term of this Agreement. HLA2 shall, upon request, cause all persons who create, invent or develop Proprietary Works, as defined herein, for HLA2 to assign to HCSC in writing their intellectual property rights in such works. Upon HCSCs' reasonable request, HLA2 will provide HCSC with copies of all Proprietary Works. This Section 6 shall survive termination of this Agreement, however (i) nothing herein shall be deemed to prevent HLA2 from accessing curriculum or other materials that HCSC has published on-line or otherwise made publicly available, subject only to the requirement that such curriculum or other materials be attributed to HCSC and (ii) HCSC shall inform HLA2 if any of the curriculum or other materials, including updates thereto, are not publicly available or will be withdrawn from public availability during the coming school year.

**7. USE OF NAME.** HCSC hereby grants HLA2 a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use the names and trademarks HCSC and any logos provided to HLA2 by HCSC (the "Trademarks") in connection with the operation of the School and for the benefit of the School and all promotional activities in connection therewith, subject to the following conditions: HLA2 agrees that it will (i) not use or register any domain name containing "HCSC", (ii) use only any website, social, wireless, mobile or other media network or application provided by HCSC for HLA2 or the School' use; (iii) not set up its own official site, page or venue in any social media or user-generated content media (including Facebook, Twitter and YouTube) without prior written consent of HCSC; (iv) use the Trademarks in compliance with all reasonable notices and guidelines provided by HCSC; and (v) use

the Trademarks in a dignified manner in accordance with reputable trademark practices. HLA2 shall acquire no rights in the Trademarks, and all goodwill of the Trademarks shall inure to the benefit of and remain with HCSC. HCSC shall have pre-approval rights for each form and manner of public display of the Trademarks. HLA2 agrees to use the Trademarks only in connection with high-quality educational services reflecting favorably on the reputation and goodwill of HCSC and, at HCSC request, to provide HCSC with representative samples of materials used by HLA2 bearing the Trademarks. If HCSC objects to any such materials for not properly using the Trademarks or for not being of sufficient quality, HLA2 will promptly make all appropriate corrections. Should this Agreement be terminated or not renewed for any reason, HLA2 shall, as soon as practicable but not later than the end of the school year in which this Agreement may be terminated or not renewed, petition the Authorizer to revise its Charter to remove any reference to HCSC and diligently follow such petition through to its completion. Upon the effectiveness of such revision and removal, HLA2 will cease all further use of the Trademarks, return all materials promptly to HCSC and cease to refer to itself as a school managed or otherwise affiliated with HCSC (provided no continued affiliation is otherwise agreed-upon). This Section 7 shall survive the termination of this Agreement.

## 8. INDEMNIFICATION

- a. **Indemnification.** HLA2 and HCSC do hereby agree that each Party shall be solely responsible for each Party's own acts and omissions as well as the acts and omissions of each Party's own board of directors or trustees, partners, officers, employees, agents, and representatives. Each Party to this Agreement (acting as indemnitor) does hereby indemnify and hold harmless the other, and its respective board of directors or trustees, partners, officers, employees, agents, representatives, and attorneys, from and against any and all claims, actions, damages, expenses, losses or awards, including any suits or claims seeking non-monetary or injunctive relief, which arise out of (i) the negligence of the indemnitor (ii) any action taken or not taken by the indemnitor or (iii) any noncompliance or breach by the indemnitor of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement ("Claim"). Such indemnification may be achieved by the purchase of general liability and property insurance policies, in accordance with Paragraph 9 or by such other means as the Parties may mutually agree.
- b. **Notice and Defense.** The Party to be indemnified (Indemnitee) shall give the Party from whom indemnification is sought (Indemnitor) prompt

written notice of any Claim for which indemnification is sought. Failure to give notice shall not affect the Indemnitor's duty or obligations under this except to the extent the Indemnitor is prejudiced thereby. The Indemnitor may undertake the defense of any third Party claim by representatives chosen by it. If the Indemnitor undertakes the defense of a Claim, then the Indemnitor shall be deemed to accept that it has an indemnification obligation under this Paragraph 8 with respect to such Claim. The Indemnitee shall make available to the Indemnitor or its representatives all records and other materials required by them and in the possession or under the control of the Indemnitee, for the use of the Indemnitor and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. If there is a reasonable probability that a Claim may materially and adversely affect the Indemnitee other than as a result of money damages or other money payments, (i) the Indemnitee shall have the right to defend, compromise or settle such Claim and (ii) the Indemnitor shall not, without the written consent of the Indemnitee, settle or compromise any Claim which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee of a release from all liability in respect of such Claim.

## 9. INSURANCE

- a. **Insurance Coverage.** At all times during the Term of this Agreement, HLA2 shall at a minimum maintain at its sole cost and expense in full force and effect the insurance coverage set forth in the Charter Application. HLA2 shall also maintain such workers compensation and disability insurance as required by State law and School Leaders/Errors and Omissions insurance. HCSC shall maintain at its sole cost and expense such insurance as it shall reasonably deem necessary under this Agreement, including, at a minimum, general liability insurance of \$1 million per occurrence/\$2 million aggregate, an umbrella policy, directors and officers liability insurance, employment practices insurance, automobile insurance and workers compensation and disability insurance as required by State law. Each Party shall name the other as an additional insured on its commercial general liability, automobile liability and crime insurance policies and HLA2 shall name HCSC as an additional insured on its Employment Practices Liability insurance policy and School Leaders/Errors and Omissions insurance policy
- b. HCSC shall require that its subcontractors, if any, shall maintain commercially standard insurance policies (including but not limited to

general liability, automotive, directors and officers, workers compensation and disability insurance) and that such subcontractors name HCSC and HLA2 as additional insureds (except on workers compensation and disability policies, which is not permitted by law).

- c. HLA2 shall require that its contractors, if any, shall name HCSC and HLA2 as additional insureds under their respective commercial general liability and automobile liability insurance policies for personal injury and property damage.
- d. The insurance policies maintained by each Party and their subcontractors pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after thirty (30) days prior written notice to HCSC and HLA2 and should be further endorsed to include coverage for child molestation or other abuse and coverage for the defense of suits or claims seeking non-monetary or injunctive relief. The Parties shall furnish one another certified copies of the insurance policies or Certificates of Insurance that demonstrate compliance with this Agreement. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

**10. PERFORMANCE EVALUATION.** The Board shall at regular intervals throughout the Term evaluate HCSC's performance under the terms of this Agreement to ensure that HCSC is providing the Services and complying with its duties as set forth herein. In addition to routine, regular feedback and evaluation in day-to-day interactions and at Board meetings, the Board and HCSC each shall on an annual basis complete a formal written evaluation of HCSC's performance and the Parties' working relationship, using as a guide the form set forth in Exhibit A attached hereto and incorporated by reference herein (the "Annual Assessment"). Upon completion of the Annual Assessment, the Board and HCSC personnel shall meet to discuss the review and what changes to HCSC's performance, if any, are required to ensure that HCSC is meeting its responsibilities under the Law, the Charter and the terms of this Agreement, as well review areas where the Parties may more effectively communicate and collaborate to strengthen their relationship and in turn the performance of the School. Aside from the Annual Assessment and for the avoidance of doubt, failure of HCSC to perform its duties under this Agreement may subject HCSC to the termination procedures set forth in Section 11 below.

## **11. TERMINATION**

a. Termination by HLA2. HLA2 may terminate this Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii) or (iii) below:

- i. If HCSC materially breaches any of the material terms and conditions of this Agreement including its obligations under 2(a)(ii), provided that HCSC shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if HCSC fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such written notice; or
- ii. Notwithstanding anything contained in subsection 11(a)(i) to the contrary, HCSC materially breaches any of the material terms and conditions of this Agreement and such breach arises from HCSCs' gross negligence or reckless or willful misconduct; or
- iii. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, results in a final judgment or finding that this Agreement or the operation of HLA2 in conformity with this Agreement, would violate HLA2's responsibilities, duties or obligations under the State or federal constitutions, statutes, laws, rules or regulations.

b. Termination by HCSC. HCSC may terminate the Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii), (iii), (iv) or (v) below:

- i. If HLA2 fails to pay when due any monetary obligation of HLA2 as required by the provisions of this Agreement, and such obligation remains unpaid for a period of thirty (30) days after receiving written notice of the delinquent payment from HCSC;
- ii. if HLA2 materially breaches any of the material nonmonetary terms and conditions of this Agreement, including its obligations under 2(b)(v) of this Agreement, provided that HLA2 shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if HLA2 fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such notice;

- iii. Notwithstanding anything contained in subsection 11(b)(ii) to the contrary, HLA2 materially breaches any of the material terms and conditions of this Agreement and such breach arises from HLA2's gross negligence or reckless or willful misconduct;
  - iv. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, has a material adverse effect on HCSCs' ability to provide Services to HLA2 in accordance with its budget or the Charter Agreement; or
  - v. If, as a result of exercise by HLA2 of its authority under 3(a) and 4(b)(ix) of this Agreement, there occur irreconcilable differences with respect to the appointment or termination of any member of the staff Leadership Team following good faith efforts by the Parties to agree upon mutually acceptable candidates.
- c. Procedures upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both Parties that HLA2 shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:
- i. HLA2 shall have the right to use HCSCs' Proprietary Works for the benefit of the School, as defined under Section 6 hereof, then currently in use by HLA2 (including but not limited to the Trademarks), until the last day of the then current school year;
  - ii. HCSC shall provide the Board with copies of all student records, financial reports, employee records, and other School data in HCSC's possession and not currently in the possession of the Board of Trustees;
  - iii. HCSC shall provide HLA2 with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that HLA2 shall pay to HCSC all fees, expenses and other costs of HCSC consultants and agents who may, from time to time, upon mutual agreement of the Parties, provide assistance to HLA2 or the students of the School; and

- iv. In the event that this Agreement is terminated or not renewed at a time when HCSC has loaned funds to HLA2, guaranteed any debt or other financial obligation of HLA2, or provided credit support, whether in the form of a letter of credit or otherwise, to HLA2, notwithstanding any other provision of this Agreement to the contrary, such termination shall be effective and HLA2 shall remain liable to HCSC until the first date on which such loan and such interest has been repaid in full, such guarantee has been released by the beneficiary thereof, or such letter of credit or other credit support has been released and/or returned to HCSC, all in accordance with the term therein.

**12. DISPUTE RESOLUTION.** As a condition precedent to any other legal recourse (unless such legal recourse seeks injunctive relief), the Parties shall make good faith efforts to come to resolution. An initial meeting to resolve the dispute shall be conducted by the Parties at a meeting to be held at the office of HCSC within fourteen (14) working days of a written request, which request shall specify in reasonable detail the nature of the dispute to be resolved at such meeting. The meeting shall be attended by representatives of the Parties and any other person that may be affected in any material respect by the resolution of such disputes. Such representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. Before filing any action in Court, the Parties shall submit any dispute to the American Arbitration Association (the "AAA"), to be adjudicated in accordance with AAA's expedited procedures. In the event of arbitration, the Parties shall be responsible for their own legal fees and expenses, and the costs and expenses of the arbitrator(s) and any fees charged by the AAA shall be apportioned equally between the Parties.

### **13. MISCELLANEOUS PROVISIONS**

- i. Independent Contractor Status. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of HCSC shall be deemed to be the employee, agent or servant of HLA2 except as expressly acknowledged in writing by HCSC.
- ii. Force Majeure. Neither Party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or

cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

- iii. Notices. All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either Party may designate from time to time:

- i. If to HLA2, to:

Hebrew Language Academy Charter School 2  
Address TBD  
Attn: Board Chair

With a copy to:

Cohen Schneider & O'Neill LLP  
275 Madison Avenue, Suite 1905  
New York, NY 10016  
Attn: Cliff S. Schneider, Esq.

- ii. If to HCSC to:

Hebrew Charter School Center  
729 Seventh Avenue, 9<sup>th</sup> Floor  
New York, NY 10019  
Attn: Jonathan Rosenberg, Chief Executive Officer

With a copy to:

Perlman & Perlman LLP  
41 Madison Avenue, Suite 4000  
New York, NY 10016  
Attn: Allen Bromberger, Esq.

- a. Governing Law. The rights and remedies of either Party under this Agreement shall be cumulative and in addition to any other rights given to either Party by law and the exercise of any rights or remedy shall not impair either Party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (other than the provisions thereof relating to conflicts of law).
- b. Enforceability and Validity of Certain Provisions. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or

unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

- c. 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.
- d. Conflict with Charter. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.
- e. Entire Agreement. This Agreement shall not be changed, modified, or amended nor shall a waiver of its terms or conditions be deemed effective except by writing signed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreement, understandings, statements, representations, and warranties, oral or written, express or implied, between the Parties hereto and their respective affiliates, representatives, and agents in respect of the subject matter hereof.
- f. Waiver. The failure of either Party hereto to insist upon or to enforce its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver by any Party hereto of any breach, of or default in, any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.
- g. Succession. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and permitted assigns of the respective Parties hereto.
- h. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Both Parties acknowledge that an assignment of this Agreement by either Party may constitute a material change to the Charter and may require approval by the Authorizer pursuant to the Charter and the Act.

- i. Form of Execution. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- j. Further Actions. Each Party hereto shall, at all times, cooperate in taking such actions and doing or causing to be done all things necessary, proper, or advisable or reasonably requested by the other Party hereto, to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.
- k. Survival. The provisions of Sections 6, 7, 8, this Section 12, and any other sections or exhibits to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement, *provided* that any provision that is stated to extend for a specific period of time shall survive only for such specified period of time.
- l. Confidentiality. HLA2 shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third Party other than as required by applicable federal and State law and by the Authorizer.

**[signatures on the following page]**

In witness whereof, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

**National Center for Hebrew Language  
Charter School Excellence and Development, Inc.  
d/b/a Hebrew Charter School Center**

By: \_\_\_\_\_

Name:

Title:

Date:

**HEBREW LANGUAGE ACADEMY  
CHARTER SCHOOL 2**

By: \_\_\_\_\_

Name:

Title:

Date:

DRAFT

**EXHIBIT A**  
**ANNUAL ASSESSMENT**

<b>Area of Responsibility</b>	<b>Rating 1 (failed to meet); 2 (partially met); 3 (met); 4 (exceeded)</b>	<b>Explanation/Evidence/Examples/Notes</b>
Education & Instruction-Related Services		
Business Operations		
HR and Employment-Related Services		
Budgeting & Financial Services		
Student Recruitment		
Governance & Leadership		
Marketing & Communications		
Fundraising		
Research & Evaluation		

## Attachment 8(a) Personnel Policies and Procedures

Prior to the hiring of staff, the Board of Trustees will establish and ratify formal personnel policies that will govern the recruitment, hiring, management and termination of school staff during the charter term. These policies will be periodically reviewed by legal counsel and revised, as necessary, over this term. The Employee Handbook will ultimately contain the ratified personnel policies of the School. During the planning period, the Head of School with support from Hebrew Charter School Center (HCSC) will develop draft personnel policies. In order to develop these policies, the HOS will review existing charter school and other organization's human resource manuals, including those of HCSC's network schools, and seek guidance from legal counsel. The manual will be reviewed by the Board and vetted by legal counsel before it is ratified by the Board. This will occur prior to the hiring of staff for the 2016-17 school year. The employment policies should ultimately contain policies and procedures around areas including but not limited to:

- Employment at will
- Equal Opportunity Employer
- Hiring
- Nepotism
- Fingerprinting/background checks
- Arrest of employees
- Immigration Reform and Control Act
- Regular full-time and temporary employment
- Adjustments to Employee Status
- Phasing out and elimination of positions
- Unauthorized absences
- Resignation
- Termination
- Return of school property
- Personnel records and files
- Post employment requests
- Time and Attendance
- Vacation Leave
- Weather Days and Other Closures
- Stipends
- Retention Bonuses
- Final pay
- Paid deductions and garnishment
- Overtime
- Personal Leave
- Sick Leave
- Unauthorized absence
- Verification of absence
- Overtime and Compensatory Time Leave
- Family and Medical Leave of Absence
- Medical or disability leave
- Bereavement leave
- General Leave without Pay
- Time off to vote
- Jury Duty
- Military Duty
- Unused Leave Accruals
- Insurance Benefits
- Workers Compensation
- Disability Insurance
- Retirement Benefits
- Deferred Compensation
- Unemployment Compensation
- Travel Reimbursements
- Professional conduct of employees
- Code of Ethics and Standards of Conduct
- Confidentiality
- Copyrights
- Conflict of Interest
- Personal appearance/Dress Code
- Solicitation
- Co-teaching
- No Harassment policy
- Sexual harassment
- Violence in the workplace
- Employee Evaluations
- Confidentiality
- Ban on Acceptance of Gifts
- Problem/Conflict resolution
- Outside employment
- Unacceptable behaviors
- Drug and Alcohol-free workplace
- Safe environment
- Maintenance of facilities

Although the Employee Handbook will be developed, finalized and approved during the start-up period prior to the hiring of staff for 2016-17, HLA 2 has developed policies and procedures in the following areas:

The procedures for hiring and dismissing school personnel: HLA 2 is firmly committed to equal employment opportunity. HLA 2 will not discriminate in employment opportunities or practices for all qualified persons on the basis of race, color, religion, creed, sex, gender, sexual orientation, ethnicity, national origin, ancestry, age, disability (including AIDS), marital status, military status, citizenship status, predisposing genetic characteristics, or any other characteristic protected by local, state, or federal law. Employment decisions at HLA 2 will be made in a non-discriminatory manner and are based on qualifications, abilities, and merit. This policy governs all aspects of employment at this School including recruitment, hiring, assignments, training, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, compensation, employee benefits, discipline, and other terms and conditions of employment. If employees have any questions or concerns about any type of discrimination, they should bring these issues to the attention of their supervisor or the HOS. Anyone found to be engaging in any type of discrimination will be subject to disciplinary action, up to and including termination of employment.

The HOS reports directly to the Board of Trustees and HCSC's Executive Director for the NY Region, and the Board shall have the sole authority to set conditions of employment (including, negotiating an appropriate employment contract), supervise, evaluate, discipline and terminate the HOS. The HOS (or his or her designee), using his or her professional judgment, shall possess the requisite authority to hire, supervise, evaluate, discipline and terminate all other employees of the school, consistent with the Law and policies adopted by the Board, as may be amended from time to time. Employees of HLA 2 are generally considered "at will", with the exception of certain employees with which the Board or the HOS may desire to enter into a contract. Being designated an "at will" employee shall mean that either the employee or HLA 2 may terminate the employment relationship with or without cause. Within five working days of an employee's termination, HLA 2 will give the terminated employee a written notice of the exact date of termination and the exact date of the cancellation of employee benefits connected with the termination. The terminated employee may be eligible for compensation for unused vacation time and may be eligible for unemployment compensation; however employees shall not earn any additional benefits, rights, or privileges beyond the last day worked. This notice applies to all employees regardless of date of hire.

**Qualifications for hiring teachers, school administrators and other employees:** HLA 2's philosophy is that the quality of the professional staff determines the quality of education offered in the school. Staff selection shall be based on strong academic preparation, professional competence, intellectual rigor, emotional maturity, enthusiastic professional attitude, knowledge of instructional or operational practices, and ability to contribute to the furtherance of HLA 2's mission and educational goals. Attention will be paid to the candidate's academic record and to his/her previous relevant experience, among other factors. Successful candidates for staff positions must demonstrate that they are prepared and able to support the educational and developmental needs of a diverse student population or the operational and administrative needs of the School, depending on the particular staff position sought. HLA 2's staff will be expected to fulfill their individual responsibilities and work effectively in concert with administrators, other staff members and HCSC staff. In selecting and hiring teachers, HLA 2 will comply with state laws regarding certification and with the requirements of the No Child Left Behind Act (or its successor laws, if applicable). All offers of employment are contingent upon the potential employee completing and successful passing background check requirements which include fingerprint clearance as required by New York State law.

Critically important will be the selection of the HOS, DCI and DHCI and a talented, passionate, energetic and cohesive team of teachers. Among the most important attributes, skills and characteristics HLA 2 will look for in a successful teacher candidate are the following: (1) Understanding of and commitment to the school's mission, goals, educational philosophy and activities; (2) An unwavering belief that all children can achieve excellence; (3) Fulfillment of all NCLB "highly qualified" requirements; (4) Minimum of three-years teaching in an elementary setting as a teacher or in other relevant educational positions (e.g. Teach for America Corps members); (5) Bachelor's Degree, or higher degree, in Education; (6) Appropriate New York State certifications; (7) Bilingual (English/Hebrew, English/Spanish, English/Cantonese) helpful; (8) Demonstrated and successful record of prior employment in educational environments; (9) Knowledge of and experience with assessments and relevant technologies; (10) Experience working with diverse populations of students, parents and families; (11) Experience

working with students at-risk of educational failure; (12) Demonstrated success in working in a team-oriented environment; and (12) Commitment to continuous improvement and learning through professional development.

### Qualifications for and Responsibilities of Staff by Position

**Head of School:** The HOS will serve as a central leadership figure within the school and is the instructional leader of the school. The HOS will work closely with, and report directly to HCSC's Executive Director (ED) for the NYC Region, as empowered by the Board of Trustees in the manner which the Board of Trustees shall require. The HOS is the administrator and educational leader of the school and bears a responsibility for the continuous operation of the school and all matters that concern the school including student achievement.

#### Responsibilities:

- Responsible for the overall instructional program of the school, its development, delivery and assessment.
- Oversees the issues that concern the school as a whole and will facilitate communication and build consensus among teachers, staff and families in collaboration with HCSC's ED for NY Region the Board in support of the school's mission.
- Recruits and hires all staff.
- Maintains open communication with the school's authorizer, and together with the ED of the NY Region, is the liaison between NYSED and the HLA 2 Board. Oversees the production all required reports to the school's authorizer and submits reports subject to Ed of NY Region's approval.
- Fosters a collaborative leadership culture and a shared decision making structure among the school's leadership team which includes the Directors of General Studies Curriculum and Instruction and Hebrew Curriculum and Instruction and the Operations Manager.
- Instrumental in developing a larger vision for the future direction of the school, in collaboration with HCSC's ED for NY Schools, per board approval, while continuing to support and encourage the mission of HLA 2 in its day to day operations.
- Responsible for the success of all school programs and will ensure that the school is in compliance with the school's approved charter, board policies, appropriate governmental statues, its authorizer's and NYSED regulations and all other applicable governmental laws and regulations.
- Accountable for the attainment of student achievement goals for all students and for the school to achieve and maintain good standing by its authorizer as well as the continual renewal of its charter.
- Collaborates with HCSC's ED for NY Region on the day-to-day management and oversight of Hebrew Charter School Center (HCSC) services in accordance with its annual agreement and facilitates the school's participation in HCSC network activities.
- With guidance from HCSC, communicates the vision of the school to the public and the press and represents the school to parents, community leaders and the general public.
- Works with the Parent Organization to ensure that all parents are engaged in all aspects of the life of the school and have the opportunity to provide input.
- Oversees and, with support of the Operations Manager and Office Manager as well as HCSC's Ed for NY, implements the parent outreach and student recruitment process.
- Works directly with the contracted accounting professionals and full time bookkeeper, in consultation with HCSC's Dir of Operations to ensure financial stability, sound fiscal planning, effective asset management and full compliance with government and charter audit requirements.

#### The HOS will have knowledge and understanding of:

- HLA 2's vision and mission including its commitment to educate students in two languages and to promote the physical, cognitive, psychological, linguistic, social, and ethical development of all its students.
- Group process strategies for melding the diverse values and expectations of the school community into a shared understanding of desired student learning and developmental outcomes.

- Child and adult learning and development, foreign language instruction, the teaching-learning process, and educational change.
- Relevant research findings and strategies for using data to develop, implement, and maintain the school vision.

Demonstrated capacity and experience in the ability to:

- Implement the instructional program of the school.
- Use shared decision-making effectively in the management of the school.
- Work collaboratively with the school community to develop and maintain a shared school vision.
- Ensure that decision-making regarding instructional programs and school operations are consistent with and supportive of the school vision.
- Oversee the Directors of Curriculum and Instruction in their day-to-day management of the instructional program of the school.
- Foster a caring, growth-oriented environment for faculty and students, one in which high expectations and high standards for student achievement will be emphasized.
- Manage fiscal resources responsibly, efficiently, and effectively.
- Manage human resources responsibly by selecting and inducting new personnel appropriately, assigning and evaluating all staff effectively, and taking other appropriate steps to build an effective school staff.
- Monitor ancillary student services such as transportation, food, health, and extended care responsibly.
- Facilitate school-based research and use these and other research findings to plan school improvement initiatives, pace the implementation of these changes, and evaluate their impact on teaching and learning.
- Engage in community outreach and marketing to drive student recruitment efforts.

Minimum Qualifications and Training: (1) At minimum 5 years' experience in an educational or related organizational setting as a head of school, with a strong knowledge of leadership principles and practices gained through work experience and formal education; (2) New York State School Building Leader or School District Leader Certification preferred; (3) Exceptional understanding of instructional practices including those related to delivery of instruction, development of curriculum and assessment of student performance; (4) Exceptional speaking and writing skills; (5) Strong business and operational knowledge and skills; (6) Exceptional interpersonal skills and an effective communicator and strong motivator; (7) A visionary who is a strong and confident decision-maker; (8) Facility with computer technology in gathering information and coordinating technical resources for students, teachers, and classrooms; (9) Knowledge of Hebrew language and culture a plus.

**Director of General Studies Curriculum and Instruction:** The Director of General Studies Curriculum and Instruction (DCI) reports to the HOS and is responsible for day-to-day management of the General Studies educational program. All non-Hebrew Teachers in the school will report directly to the DCI.

Responsibilities:

The DCI, with oversight and support of the HOS, will implement curriculum planning, student assessment, the professional development of teachers, and the evaluation of teachers for the general studies (non-Hebrew) portion of curriculum and instruction. The DCI will work collaboratively with the Director of Hebrew Curriculum and Instruction (DHCI). The DCI's responsibilities include, but are not limited to:

- Observations and performance evaluations of all Teachers, except Hebrew Teachers.
- Recommendations for hiring, retention, teacher leadership positions, salary decisions of all General Studies Teachers.
- All non-Hebrew Teacher development and supervision: weekly, monthly, annually.
- Organization, implementation and documentation of all work with teachers.
- Overseeing the implementation of the co-teaching model among General Studies teachers through supervision, staff development and evaluation.
- Coordinating with the DHCI in overseeing the implementation of the co-teaching model between General Studies and Hebrew teachers.

- Supervising the organization of learning units according to level and age of students.
- Creation of a timetable for internal and state-mandated external assessments in core subjects and supervision of its implementation.
- Systematization of templates and mechanisms for documentation of teacher and student work.
- Analysis of assessment data and report to teachers, parents, board and administration on the overall efficacy of the instructional program in meeting student achievement goals.
- Use of technological support for data gathering and analysis.
- Development and implementation of clear communication strategies regarding the educational program with board, parents, all teachers and administration (presence at all school-related meetings).
- Development of teacher profiles and overseeing hiring process of General Studies teachers.
- Coordinating with the Special Education teacher regarding instruction of children with special needs and overseeing implementation of services for students with special needs.
- Coordinating with HCSC Directors of Educational Services and other professional developers in the development and implementation of the school curriculum.
- Working collaboratively with the DHCI in order to integrate Hebrew language and culture authentically and appropriately into Science, Social Studies, Art, Music and Physical Education.
- Working collaboratively with the DHCI to develop and implement the integration of service learning into the curriculum.
- Working collaboratively with the DHCI in overseeing the development and/or adaptation of specialized curriculum related to the Culture and History of Israel and its Immigrant Communities (CHIIC) as well as Hebrew language in general.
- Development of the performance plan for each General Studies teacher.
- Participation in the Child Study Team

Minimum Qualifications and Training: (1) Master's in Elementary Education or Masters Degree from a Reading Specialist/Literacy Program; (2) A minimum of 3 years' experience as an elementary school assistant principal or staff developer in a public school setting with a strong knowledge of instructional principles and practices gained through work experience and formal education; (3) Minimum 5 years' teaching experience in an elementary school setting; (4) Facility with data analysis; (5) Demonstrated experience in working successfully with diverse populations of students, parents and families—including students, parents and families with limited English proficiency.

**Director of Hebrew Curriculum & Instruction:** The Director of Hebrew Curriculum and Instruction (DHCI) oversees the continued functioning and growth of the Hebrew program at HLA 2. The DHCI reports directly to the HOS. All Hebrew Teachers in the school will report directly to the DHCI.

Responsibilities:

- Observations and performance evaluations of all Hebrew Teachers under the oversight and support of the HOS.
- Recommendations for hiring, retention, teacher leadership positions, and salary of Hebrew Teachers.
- Hebrew Teacher development and supervision: weekly, monthly, annually.
- Organization, implementation and documentation of all work with teachers.
- Overseeing the implementation of the co-teaching model among Hebrew teachers through supervision, staff development and evaluation.
- Coordinating with DCI in overseeing the implementation of the co-teaching model between Hebrew and General Studies teachers.
- Supervising the organization of learning units according to level and age of students.
- Creation of a timetable for all types of assessment for all four language skills and supervision of its implementation.
- Systematization of templates and mechanisms for documentation of teacher and student work.

- Analysis of assessment data and report to teachers, parents, board and administration on the overall efficacy of the Hebrew language instructional program in meeting student achievement goals.
- Use of technological support for data gathering and analysis.
- Development and implementation of clear communication strategies with board, parents, all teachers and administration (presence at all school-related meetings).
- Development of teacher profiles and overseeing hiring process of Hebrew teachers.
- Coordinating with the Special Education teacher regarding instruction of children with special needs and overseeing implementation of services for students with special needs.
- Coordination with HCSC Director of Hebrew Educational Services and other consultants in the development and implementation of the Hebrew language curriculum and ongoing teacher professional development and student assessment.
- Working collaboratively with the DCI in order to integrate Hebrew language and culture authentically and appropriately and effectively into Science, Social Studies, Art, Music and Physical Education.
- Working collaboratively with the DCI to develop and implement the integration of service learning into the curriculum.
- Working collaboratively with the DCI in the development and/or adaptation of specialized curriculum related to the CHIC curriculum as well as Hebrew language in general.
- Development of the performance plan for each Hebrew teacher.
- Participation in the Child Study Team.

Minimum Qualifications and Training: (1) Master's Degree in Education or Hebrew Language Teaching preferred; (2) Minimum 5 years of Hebrew teaching and teacher supervisory experience recommended; (3) Understanding of the Proficiency Approach or second language acquisition methodology; (4) Demonstrated experience in working successfully with diverse populations of students, parents and families—including students, parents and families with limited English proficiency; (5) Capacity to mentor teachers in reflective practice.

### Director of Special Student Services

The Director of Special Student Services (DSSS) leads HLA 2's special education, ELL and academic intervention programs and reports directly to the Head of School. All special education, Social Worker, ELL and other intervention staff (reading specialist, ESL teacher) report to the DSSS.

### Responsibilities:

- Oversee special education and related services, programs and grants, and ensure HLA 2 compliance with state and federal laws and regulations related to the implementation of IDEA.
- Oversee ELL program, and ensure HLA 2 compliance with state and federal laws and regulations related to the ELLs.
- Effectively liaise with CSE to ensure compliance
- Observations and performance evaluations of all Special education staff, ELL and intervention staff and social worker.
- Recommendations for retention, and salary of special education staff, Social Worker, ESL Teacher, and other intervention staff
- Oversee Title I program, and ensure HLA 2 compliance with state and federal laws and regulations related to the Title I.
- Support implementation of NCLB and attainment of State standards.
- Remain current regarding laws, policies, trends and best practices related to education in general and special education, ELL and Title I programs, specifically, and share this knowledge with administrators and staff on a regular basis.

- Interpret, explain, and apply district State and Federal laws, guidelines, policies and procedures for staff, students, parents, and others in a timely and accurate manner.
- Collaborate and coordinate with the Director of Lower School General Studies Curriculum and Instruction, Director of Middle School General Studies Curriculum and Instruction, Director of Language Curriculum and Instruction and Director of Lower School Hebrew Curriculum and Instruction to ensure the needs of special education, ELL and Title I students are met and programs are in compliance with all applicable laws and regulations.
- Develop systems, tools and policies/procedures for effective implementation of special education, ELL and Title I services, as needed.
- Expand learning opportunities for students in an on-going effort to update opportunities, improve services and programs, offer instructional pathways based on best practices, and maximize progress.
- Assist and provide support with complex individualized education plans including facilitating meetings and advising instructional leaders for more involved IEP processes.
- Supervise and evaluate classified and certified special education staff, Social Worker, ESL Teacher, and other intervention staff providing support; opportunities, coaching, mentoring, and guidance for professional growth; and assist with timely performance evaluation in a manner that promotes team development and effective work.
- Work to create a collaborative and innovative culture in special education and throughout the school community.
- Align program development and coordination with the goals of the school and in collaboration with administrators, special education and intervention staff and other school staff to ensure the best use of resources in providing services for students.
- Assist in the development of the special needs, ELL and Title I program budget and planned management of resources to support learning goals.
- Assist with recruiting, screening, hiring, assigning and provide leadership in training special education staff, Social Worker, ESL Teacher, and other intervention staff.
- Apply high-quality problem-solving skills and exercise expert judgment to resolve issues for parents, students and/or staff.
- Serve as a resource and/or consultant to school administrators and personnel on the nature, causes, and solutions to the learning difficulties of children.
- Provide thorough and timely reports, data, and information as requested.
- Operate according to the professional standards of the school, which are defined in detail within the schools' staff policies and procedures handbook.

#### Minimum Qualifications and Training:

- Understanding of and commitment to the mission, goals, educational philosophy and activities of the HLA 2, as described in the school's charter.
- Appropriate state certification as a special education teacher and any other credentialing required.
- Special education administrative and/or teaching experience, including case management experience.
- Demonstrated ability to adapt to the specific needs of individual students.
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community.
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles.
- Demonstrated ability to evaluate tests and measures of achievement.
- Demonstrated ability to work effectively and collaboratively with colleagues, parents and community members.

- Communication and interpersonal skills, in both oral and written form, that: employ effective listening tools and skills; demonstrate the ability to interact effectively and collaboratively with diverse individuals or groups.
- Extensive knowledge of the provisions of IDEA, Section 504, assessment and curriculum, especially assessment and curriculum for special education.
- Skilled in program development and evaluation including gathering and analyzing data and development and implementation of improvement plans; project management; instructional development; creative thinking; and commitment to quality.
- Skilled in leading, supervising, coaching, and evaluating special education staff and others as may be assigned.
- Ability to creatively problem-solve.
- Demonstrated ability in identifying staff development needs and planning and delivering in-service training.
- Knowledge of programs that support learning among students with special needs that include special education, behavior, and “at-risk.”
- Demonstrated ability to inform and support administrators, instructional staff (both special and general education) and parents regarding special education and Section 504 law, policies and procedures; assists in compliance with state and federal requirements.
- Demonstrated ability to organize, plan and facilitate regularly scheduled meetings that include special educators and Section 504 facilitators in an effort to maintain consistency of program services.
- Knowledge and experience with programs that support learning among students of diverse ethnic and cultural backgrounds.
- Experience with using data-based decision-making including successful strategies and processes for program evaluation to measure achievement of school and district goals.
- Technological skills necessary to use electronic tools for data-based decision-making and effective communication, such as e-mail, word processing, spread sheets and data bases, and ability to learn new programs as needed.
- Demonstrated ability to implement effective prevention, intervention, and disciplinary practices.
- Demonstrated willingness to be held accountable for student results.
- Commitment to continuous improvement and learning through professional development.

**Operations Manager:** The Operations Manager (OM) is responsible for planning, organizing and directing long-range and daily operational aspects of a growing charter school. The OM reports directly to the HOS. The OM supervises the Office manager, the Nurse and the school aides with the support of HCSC’s Director of School Operations.

Responsibilities:

- Maintaining system to address facility needs (technology, electrical, plumbing, custodial, supplies)
- Managing move out of or within facility (furniture, books, supplies, network technology, computers, office equipment, phone system)
- Overseeing school environment so that it is ready and safe for students on a daily basis.
- Managing contracted services for building maintenance and security
- Managing school nutrition program; reporting meal counts to appropriate state authorities for reimbursement for meals
- Ensuring compliance with Department of Health standards
- Handling administration related to new employees including W-4s, I-9s, HR Manual, hire letters, direct deposit, and garnishment management
- Selecting and managing relationships with vendors/brokers and enrolls/withdraws staff members for benefits including insurance (health, dental, vision, long-term/short-term disability and/or life) and retirement plans

- Selecting and managing relationships with vendors/brokers for school-wide insurance policies (umbrella, property, liability, D&O, student accident, worker's compensation, disability and unemployment) per approval by the HOS
- Managing all compliance responsibilities including Titles I-V, teacher certification, safety, fire drill coordination, health, fingerprinting, software compliance, COBRA letters, student lottery, annual Sexual Harassment seminar, and legal issues with pro bono attorneys
- Managing compliance related to By-Laws and charter renewal

Minimum Qualifications and Training:

- Demonstrated record of leadership, management and interpersonal skills.
- Bachelor's Degree, or higher degree, in Operations Management, Organizational Management, Business or related field.
- At least 3 years of successful record of prior employment in an operational capacity in an educational environment.
- Knowledge of and experience with school facilities and relevant technologies.
- Knowledge of relevant laws, regulations and charter authorizer requirements.
- Prior experience as an assistant principal overseeing school operations or school director of operations.

**General Studies Teachers:** The General Studies Teachers are responsible for ensuring that all students in their classes are achieving at high levels both academically and socially. General Studies Teachers report directly to the DCI

Responsibilities:

- Developing effective, standards-aligned lessons that support student learning and achievement of school academic objectives and benchmarks and of state learning standards.
- Planning purposefully to provide students with opportunities for constructing meaning and developing understandings of new concepts.
- Utilizing developmentally appropriate and rigorous curricula and instructional materials and presenting students with new ideas and concepts through a variety of strategies that inspire and guide them to explore, express and uncover new ideas.
- Administering, collecting and analyzing qualitative and quantitative data gathered from a variety of assessments on each student.
- Reflecting regularly on data from student assessments alone and with colleagues, administration, or students' families in order to inform his or her work, modify practices and increase student achievement.
- Collaborating with Hebrew teachers, specialists and co-teachers in designing and teaching lessons that improve student achievement.
- Collaborating with special education teachers to execute IEPs for students with special needs in order to ensure they achieve academically at high levels, and are fully included in the HLA 2 community.
- Building relationships with families of HLA 2 students through frequent communication about students' progress and ways that families can support their children's learning.
- Creating a classroom community that maintains the school's high academic and social expectations for students.
- Actively working to improve his or her own practice, to acquire and enhance the skills and knowledge necessary for excellent instruction and to generally increase his or her effectiveness in the classroom and in the school community.

Minimum Qualifications and Training: (1) Fulfillment of all NCLB "highly qualified" requirements and appropriate NYS certification; (2) Minimum of 3 years' successful teaching experience in an elementary school as a teacher or in other relevant educational positions (e.g. Teach for America corps members); (3) Bachelor's Degree, or higher degree, in Education; (4) Bilingual (including English/Spanish, English/French, English/Hebrew) helpful; (5) Knowledge of the Gradual Release of Responsibility and Readers and Writers Workshop models; (6) Knowledge of

and experience with assessments and relevant technologies; (7) Experience working with diverse populations of students, at-risk students, parents and families.

**Hebrew Teachers:** Hebrew Teachers are responsible for ensuring that all students in their classes are achieving at high levels in the Hebrew language curriculum. Hebrew Teachers report directly to the Director of Hebrew Curriculum and Instruction.

Responsibilities:

- Developing effective, standards-aligned lessons that support student learning and achievement of school academic objectives and benchmarks and of state learning standards.
- Planning purposefully to provide students with opportunities for constructing meaning and developing understandings of new concepts.
- Utilizing developmentally appropriate and rigorous curricula and instructional materials and present students with new ideas and concepts through a variety of strategies that inspire and guide them to explore, express and uncover new ideas.
- Administering, collecting and analyzing qualitative and quantitative data gathered from a variety of assessments on each student.
- Reflecting regularly on data from student assessments alone and with colleagues, administration, or students' families in order to inform his or her work, modify practices and increase student achievement.
- Collaborating with General Studies teachers, specialists and co-teachers in designing and teaching lessons that improve student achievement.
- Collaborating with special education teachers to execute IEPs for students with special needs in order to ensure they achieve academically at high levels, and are fully included in the HLA 2 community.
- Building relationships with families of students through frequent communication about students' progress and ways that families can support their children's learning.
- Creating a classroom community that maintains the school's high academic and social expectations for students.
- Actively working to improve his or her own practice, to acquire and enhance the skills and knowledge necessary for excellent instruction and to generally increase his or her effectiveness in the classroom and in the school community.

Minimum Qualifications and Training: (1) Fulfillment of all NCLB "highly qualified" requirements and appropriate New York State certifications preferred or willingness to work towards NYS certification; (2) Minimum of 3 years of successful work experience in an elementary or secondary environment as a teacher or in other relevant educational positions (e.g. Teach for America corps members); (3) Bachelor's Degree, or higher degree, in Education; (4) Bilingual, English/Hebrew and native or near-native Hebrew speaker; (5) Experience in implementing the Proficiency Approach, a plus; (6) Knowledge of and experience with assessments and relevant technologies; (7) Experience working with diverse populations of students, at-risk students, parents and families; (8) Experience in the differentiation of instruction.

**Hebrew Instructor:** The HLA 2 Hebrew Instructors are responsible for working collaboratively with Hebrew teachers in the HLA 2 co-teaching classroom instructional model, ensuring that all students in their classes are achieving at high levels in the Hebrew language curriculum. Hebrew Instructors report to the Director of Hebrew Curriculum and Instruction.

Responsibilities:

- Work with Hebrew Teachers to:
  - Develop effective, standards-aligned lessons that support student learning and achievement of school academic objectives and benchmarks and of state learning standards.
  - Plan purposefully to provide students with opportunities for constructing meaning and developing understandings of new concepts.

- Utilize developmentally appropriate and rigorous curricula and instructional materials and present students with new ideas and concepts through a variety of strategies that inspire and guide them to explore, express and uncover new ideas.
- Administer, collect and analyze qualitative and quantitative data gathered from a variety of assessments on each student.
- Reflect regularly on data from student assessments alone and with colleagues, administration, or students' families in order to inform his or her work, modify practices and increase student achievement.
- Collaborate with General Studies teachers, specialists and other colleagues in designing and co-teaching lessons that integrate especially Hebrew into other content areas, and classroom routines when appropriate, in order to promote the acquisition of the Hebrew language as well as to improve student achievement.
- Collaborate with special education teachers to design and execute individualized instructional plans for students with special needs in order to ensure they achieve academically at high levels, and are fully included in the HLA 2 community.
- Build relationships with families of HLA 2 students through frequent communication about students' progress and ways that families can support their children's learning.
- Create a classroom community that maintains the school's high academic and social expectations for students.
- Actively work to improve his or her own practice, to acquire and enhance the skills and knowledge necessary for excellent instruction and to generally increase his or her effectiveness in the classroom and in the school community.
- Operate according to the professional standards of the school, which are defined in detail within the schools' staff policies and procedures handbook.

#### **Minimum Qualifications and Training**

- Understanding of and commitment to the mission, goals, educational philosophy and activities of the HLA 2, as described in the school's charter.
- Minimum of three-years working in an elementary as a teacher or in other relevant educational positions (e.g. Teach for America corps members).
- Bachelor's Degree, or higher degree, in Education.
- Willingness to work towards NYS certification.
- Bilingual, English/Hebrew
- Demonstrated and successful record of prior employment in educational environments.
- Knowledge of and experience with assessments and relevant technologies.
- Experience working with diverse populations of students, parents and families.
- Experience working with students at-risk of educational failure.
- Commitment to continuous improvement and learning through professional development.
- US Citizen or has required work visa (singular) for work in the United States

**Special Education Teacher:** The Special Education Teacher provides consultation with and support to all teachers in addressing the needs of their students with IEPs as well as providing resource room instruction for children whose IEP requires instructional time outside of an inclusion setting. The Special Education Teacher will report to the DCI until such time as the Director of Special Student Services is hired. Once the Director of Special Student Services is hired, the Special Education Teacher will report directly to the Director of Special Student Services.

#### **Responsibilities:**

- Working closely with K-5 teachers to provide direct special education instruction to IEP students in both a push-in and pull-out model as mandated by IEP.

- Conducting ongoing training for regular and special education teachers and instructional assistants regarding inclusive education practices, curriculum modifications, differentiated instruction and behavior interventions for special needs students in general education classrooms.
- Assisting General Studies teachers and Hebrew teachers in adapting curriculum for special needs students, and providing modified curriculum and resources as needed by classroom teachers.
- Assisting General Studies and Hebrew teachers with developing daily reports, behavioral schedules and social skills curriculum for special needs students in general education classrooms.
- Modeling teaching strategies and techniques for General Studies and Hebrew teachers for special needs students in general education classroom.
- Providing CTT or resource room instruction to students whose IEPs require instructional time outside of an inclusion setting.
- Providing consultation and support for parents of special needs students in general education classroom and helping to facilitate positive collaboration between parents and teachers.
- Confering frequently with the district of residence special education support staff and administrators to provide needed services regarding inclusive education practices.
- Attending IEP's and staff/parent meetings of students with special needs in general education classrooms, as requested.
- Maintaining a database of inclusion students and students who are mandated for related services, testing modifications and other information related to IEP's and Section 504 accommodations.
- Assisting General Studies teachers in problem-solving and program issues related to inclusive education practices.
- Ensuring that all SWD's have access and participate fully in all curricular and extracurricular programming provided by the school
- Participation in Child Study Team

Minimum Qualifications and Training: (1) Master's Degree in Special Education; (2) Appropriate state certification as a special education teacher and any other credentialing required; (3) Knowledge of special education laws and requirements; (4) Knowledge of the GRR and Readers and Writers Workshop Model; (5) Bilingual (including English/Spanish, English/French) helpful; (6) At least 3 years of successful experience in special education classroom teaching experience.

**Reading Specialist:** The Reading Specialist reports to the DCI until such time the DSSS is hired (at that point, the ESL Teacher will report to the DSSS) and is responsible for (1) providing content knowledge and resources to instructional staff regarding learning and teaching literacy and (2) providing reading intervention instruction to struggling students through push-in and pull-out instruction.

Responsibilities:

- Working closely with K-5 teachers to provide direct reading intervention to targeted students in both a push-in and pull-out model.
- Researching and providing content knowledge and resources to staff about learning and teaching literacy
- Researching and preparing materials for the use by the teachers
- Researching and providing information and guidance regarding a range of effective and innovative literacy practices through various activities such as professional development activities.
- Maintaining paperwork consistently, appropriately and in a timely manner.

Minimum Qualifications and Training:

- Must be "Highly Qualified" under the No Child Left Behind Act, subject to New York State Education Law, Article 56 Certification Requirements.
- Master's Degree from Reading Specialist/Literacy Program and Appropriate state certifications.

- At least 3 years of successful experience as reading specialist/literacy coach in an elementary school environment.
- Bilingual (including English/Spanish, English/French) helpful.
- Knowledge of and experience with a variety of reading intervention programs (*Foundations* preferred) and methods and strategies
- Knowledge of and experience with assessments and relevant technologies.
- Experience working with diverse populations of students, parents and families.
- Demonstrated ability to communicate and work effectively and collaboratively with colleagues and parents.
- Demonstrated ability to adapt to the specific needs of individual students.
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles.

ESL Teacher: The ESL Teacher is responsible for the instruction of students with Limited English Proficiency (LEP). They report directly to the DCI until the DSSS is hired. At that point, the ESL Teacher will report to the DSSS. The ESL teacher is responsible for overseeing the process of identifying, testing, classifying and declassifying ELL's.

#### Responsibilities

- Providing direct and indirect instruction to LEP students and evaluating LEP student progress.
- Engaging in long and short-term planning addressing individual needs of LEP students.
- Teaching a multi-model approach.
- Providing an inviting, exciting, innovative, learning environment.
- Preparing written reports accurately.
- Communicating and consulting effectively with parents, students, teachers and administrators.
- Serving as advisors to students and their families.
- Cooperating with the DCI and complying with school rules regarding privacy of student records and information.
- Performing such additional tasks and assuming such additional responsibilities as are assigned by the DCI and are consistent with the goals and objectives of the position.
- Serving as a resource to all teachers in the school.

Minimum Qualifications and Training:(1) Must be "Highly Qualified" under the No Child Left Behind Act, subject to NYSED Law, Article 56 Certification Requirements; (2) Appropriate state certifications; (3) At least 2 years' successful experience as an ESOL (English for Speakers of Other Languages) or ELL program teacher in an elementary school environment; (4) Demonstrated proficiency in Sheltered English Immersion techniques and strategies; (5) Knowledge of GRR and Readers and Writers Workshop models; (6) Demonstrated ability to communicate and work collaboratively/ effectively with parents and colleagues; (7) Demonstrated ability to adapt to the specific needs of individual students; (9) Demonstrated ability to utilize varied teaching methodologies to accommodate students' learning styles; (10) Demonstrated ability to evaluate tests and measures of achievement.

Social Worker: The Social Worker will support the school in addressing the social, emotional, developmental and emotional needs of the school's students and families, and in helping students' and families' access appropriate services and resources. The Social Worker reports to the DCI until such time the DSSS is hired and then the social worker will report to the DSSS.

#### Responsibilities:

- Counseling students whose behavior, school progress, or mental or physical impairment indicate a need for assistance, diagnosing these students' problems and arranging for needed services.
- Consulting with parents, teachers, and other school personnel to determine causes of problems such as truancy and misbehavior, and to implement solutions.
- Developing and reviewing service plans in consultation with students, their families and school staff, and performing follow-ups assessing the quantity and quality of services provided.

- Collecting supplementary information needed to assist students.
- Supporting school staff in addressing issues such as suspected child abuse and neglect. Acting as school liaison with the New York City Administration for Children's Services (ACS).
- Assisting with such legal issues as hearings and providing testimony to inform custody arrangements.
- Providing, finding or arranging for support services for HLA 2 families, such as child care, homemaker service, prenatal care, substance abuse treatment, job training, counseling, or parenting classes, to prevent more serious problems from developing.
- Referring students to community resources for services.
- Maintaining case history records and preparing reports.
- Addressing emergency situations impacting students—e.g. leading group counseling sessions that provide support in such areas as grief, stress or chemical dependency.
- Arranging for medical, psychiatric, and other tests that may disclose causes of difficulties and indicate remedial measures.
- Serving as a liaison between students, homes, schools, family services, child guidance clinics, courts, protective services, doctors and other contacts, to help children who are facing problems.
- Interviewing students individually, in families, or in groups, and assessing their situations, capabilities, and problems, to determine what services are required to meet their needs.
- Participation in the Child Study Team

Minimum Qualifications and Training: (1) A Master's degree or higher degree in Social Work, with clinical and supervisory experience preferred; (2) Appropriate New York State Certification; (3) Demonstrated and successful record of prior employment as a counselor or social worker in an educational environment; (4) Demonstrated ability to work productively with staff and with diverse populations of students, parents and families—including students, parents and families with limited English proficiency; (5) Demonstrated understanding of issues facing children and youth, especially those from immigrant families and poverty-level families, in urban areas; (6) Bilingual (English/Spanish), helpful.

**Office Manager:** The Office Manager reports directly to the Operations Manager, but is expected to carry out tasks as requested by the HOS and all instructional staff.

Responsibilities:

- Answering and redirecting, as necessary, general telephone and email enquiries.
- Maintaining office appliances
- Coordinating internal meetings and appointments
- Managing postal operations
- Accurately maintaining and updating student information using ATS and OnCourse including student attendance.
- Collecting and filing student information as required by State and federal law; managing student recruitment process including outreach and tours for parents
- Ensuring student enrollment is at the correct count
- Maintaining student waiting list according to State law; receives and organizes applications
- Ensuring new student lottery is run in compliance with law
- Transmitting student transfer/withdrawal paperwork to and/or from student's former or current school
- Carrying out administrative tasks related to School Lunch Program.
- Managing student transportation via bus and other modes of arrival, dismissal and field trips
- Ensuring student transportation schedule is aligned with school calendar
- Managing daily mode changes for students whose usual mode of transportation is different from usual
- Coordinating school-parent communications.
- Maintaining system to address facility needs (lighting, repairs in rooms, clean up of bodily fluids)
- Scheduling and logging fire alarms, in accordance with laws

Minimum Qualifications and Training: (1) Minimum of Associate's Degree or business training; (2) Demonstrated and successful record of prior employment in an administrative, secretarial or office manager capacity in an educational environment; (3) Knowledge of and experience with relevant technologies.

**School Aides:** School Aides report to the OM and are responsible for providing support to the Office Manager in carrying out his or her office and other administrative tasks at the school in support of the HOS, OM and all instructional staff.

Minimum Qualifications and Training: (1) Minimum of High School Diploma or secretarial training; (2) Knowledge of and experience with relevant technologies.

**Nurse:** Provides preventive health services to facilitate students' optimal physical, mental, emotional and social growth and development. Promotes and protects the optimal health status of school-age children.

Responsibilities:

- Providing health assessments and developing and implementing a student health plan
- Maintaining, evaluating and interpreting cumulative health data to accommodate individual needs of students
- Planning and implementing school health management protocols, providing health education and anticipatory guidance
- Participating in home visits to assess the family needs as related to the child's health.
- Developing procedures and providing for emergency nursing management for injuries/illnesses
- Coordinating school and community health activities and serving as a liaison health professional between the home, school and community.
- Where applicable, participates in the IEP plan development.

Minimum Qualifications and Training: (1) Qualified to practice as a Registered Nurse in the State of New York and holds an unrestricted license; (2) Certified in CPR or BLS (or obtain in the first 6 months); (3) B.S.N. or Registered Nurse with a bachelor's degree in a related discipline; (4) Minimum of one year experience in public health nursing, community health nursing, school health nursing or pediatric nursing.

Bookkeeper: The Bookkeeper posts all revenues, bank deposits, expenses, check disbursements in accounting system and maintains files of all related accounting documents; Manages all payroll responsibilities including relationship with payroll service, electronic payroll processing, W-2 and 1099 distribution, time sheet management, posting payroll expenses in accounting system, filing of related documents using Binder System; Tracks all days off (vacation, sick, personal, jury duty, bereavement, excused absences for professional development) and researches ways to automate tracking and communicating this to staff members. The bookkeeper reports to the Operations Manager.

Minimum Qualifications and Training: (1) Associates Degree in Accounting; (2) Attention to Detail; (3) Certification by the American Institute of Professional Bookkeepers a plus.

**Hebrew Language Academy Charter School 2  
PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

\*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. **Projected Five Year Budget on this Tab Should Be For the First Five Years of Actual Operations.**

Please Note: The Student Enrollment data entered below in the Enrollment Section beginning in row 148. This will populate the data in row 10.

<b>Total Revenue</b>	3,786,821	5,072,507	6,681,795	8,162,362	9,664,245
<b>Total Expenses</b>	3,786,458	4,869,524	6,637,425	8,080,664	9,461,684
<b>Net Income (Before Cash Flow Adjustments)</b>	363	202,982	44,370	81,699	202,561
<b>Actual Student Enrollment</b>	162	249	333	413	489
<b>Total Paid Student Enrollment</b>	162	249	333	413	489

	Year 1 2016-17	Year 2 2017-18	Year 3 2018-19	Year 4 2019-20	Year 5 2020-21
<b>REVENUE</b>					
<b>REVENUES FROM STATE SOURCES</b>					
Per Pupil Revenue					
CSD 21	2,272,374	3,492,723	4,670,991	5,793,151	6,859,203
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
Special Education Revenue	237,896	365,656	489,009	606,489	718,095
Grants	-	-	-	-	-
Stimulus	-	-	-	-	-
Other	454,475	698,545	934,198	1,158,630	1,371,841
<b>TOTAL REVENUE FROM STATE SOURCES</b>	<b>2,964,745</b>	<b>4,556,924</b>	<b>6,094,198</b>	<b>7,558,270</b>	<b>8,949,139</b>
<b>REVENUE FROM FEDERAL FUNDING</b>					
IDEA Special Needs	34,629	53,226	71,182	88,283	104,529
Title I	63,180	97,110	129,870	161,070	190,710
Title Funding - Other	3,645	5,603	7,493	9,293	11,003
School Food Service (Free Lunch)	119,130	183,107	244,878	303,708	359,596
Grants	-	-	-	-	-
Charter School Program (CSP) Planning & Implementation	325,000	25,000	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	<b>545,584</b>	<b>364,046</b>	<b>453,423</b>	<b>562,354</b>	<b>665,838</b>
<b>LOCAL and OTHER REVENUE</b>					
Contributions and Donations, Fundraising	150,000	125,000	100,000	-	-
Erate Reimbursement	-	7,862	9,199	10,763	12,593
Interest Income, Earnings on Investments,	-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developmt.)	114,342	-	-	-	-
Food Service (Income from meals)	-	-	-	-	-
Text Book	12,150	18,675	24,975	30,975	36,675
OTHER	-	-	-	-	-
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	<b>276,492</b>	<b>151,537</b>	<b>134,174</b>	<b>41,738</b>	<b>49,268</b>
<b>TOTAL REVENUE</b>	<b>3,786,821</b>	<b>5,072,507</b>	<b>6,681,795</b>	<b>8,162,362</b>	<b>9,664,245</b>

**Assumptions**  
DESCRIPTION OF ASSUMPTIONS - Please reference section/page number in application if applicable. For example, student enrollment would reference the page in the application that states enrollment targets.

AOE remains flat

16% Total SWD, of which 40% are >60% and 15% are between 20% and 60%. Funding for > 60% is \$19,049 and for <60% >20%, \$10,390.

20% Facilities Funding (the Lesser of 20% or Rent for our facility assumptions is the 20%)

\$1336 per SWD, no increase in per pupil amount

\$520 per FRL student, no increase in per pupil amount

\$30 per FRL student for Title IIA, no increase in per pupil amount

Per pupil reimbursement based on prevailing reimbursement rates for Free, reduced and Full Priced Lunch and Estimates of HLA 2 population (25% Full, 68% Free, 7% Reduced). HLA 2 assumes this is a cost center and projects a 15% loss between revenue and corresponding expense.

\$500,000 in CSP Start Up and Implementation Funds

Implementation Grants from HCSC (See Grant Commitment Letter in Attachment 2)

30% of telephone and internet expense.

DYCD Grant, \$51,000 plus \$391 per student

\$75 per student in NYTSL, NYSSL, NYLIB, no increase in per pupil amount

	No. of Positions	Year 1 2016-17	Year 2 2017-18	Year 3 2018-19	Year 4 2019-20	Year 5 2020-21
<b>EXPENSES</b>						
<b>ADMINISTRATIVE STAFF PERSONNEL COSTS</b>						
Executive Management	1	150,000	154,500	159,135	163,909	168,826
Instructional Management	2.00	180,000	185,400	190,962	196,691	202,592
Deans, Directors & Coordinators	-	-	-	90,000	92,700	95,481
CFO / Director of Finance	-	-	-	-	-	-
Operation / Business Manager	2.00	120,000	123,600	127,308	131,127	135,061
Administrative Staff	3.00	90,000	118,450	122,004	152,982	157,571
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>8.00</b>	<b>540,000</b>	<b>581,950</b>	<b>689,409</b>	<b>737,409</b>	<b>759,531</b>
<b>INSTRUCTIONAL PERSONNEL COSTS</b>						
Teachers - Regular	-	-	-	-	-	-
Teachers - SPED	12	720,000	1,157,867	1,604,362	2,070,310	2,561,678
Substitute Teachers	2.00	124,000	191,580	263,103	338,745	418,689
Teaching Assistants	-	-	-	84,000	86,520	89,116
Specialty Teachers	4.00	234,000	241,020	335,775	435,998	449,078
Aides	-	-	-	-	-	-
Therapists & Counselors	1.00	56,000	57,680	59,410	61,193	63,028
Other	-	-	-	104,000	142,140	182,475
<b>TOTAL INSTRUCTIONAL</b>	<b>19.00</b>	<b>1,134,000</b>	<b>1,648,147</b>	<b>2,450,650</b>	<b>3,134,906</b>	<b>3,764,065</b>
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>						
Nurse	1.00	45,000	46,350	47,741	49,173	50,648
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>1.00</b>	<b>45,000</b>	<b>46,350</b>	<b>47,741</b>	<b>49,173</b>	<b>50,648</b>
<b>SUBTOTAL PERSONNEL SERVICE COSTS</b>	<b>28.00</b>	<b>1,719,000</b>	<b>2,276,447</b>	<b>3,187,799</b>	<b>3,921,488</b>	<b>4,574,244</b>
<b>PAYROLL TAXES AND BENEFITS</b>						
Payroll Taxes	-	171,900	227,645	318,780	392,149	457,424
Fringe / Employee Benefits	-	199,920	277,603	395,585	474,422	532,685
Retirement / Pension	-	-	37,418	52,355	64,383	75,063
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>-</b>	<b>371,820</b>	<b>542,666</b>	<b>766,719</b>	<b>930,954</b>	<b>1,065,172</b>
<b>TOTAL PERSONNEL SERVICE COSTS</b>	<b>28.00</b>	<b>2,090,820</b>	<b>2,819,113</b>	<b>3,954,518</b>	<b>4,852,442</b>	<b>5,639,416</b>
<b>CONTRACTED SERVICES</b>						
Auditor / Audit	-	42,000	43,260	44,558	45,895	47,271
Legal	-	30,000	30,000	30,000	30,000	30,000
Management Company Fee	-	160,571	287,937	440,083	614,034	807,810
Nurse Services	-	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	-	-
Payroll Services	-	3,500	4,275	5,359	6,109	6,516
Special Ed Services	-	-	-	-	-	-
Titlement Services (i.e. Title I)	-	-	-	-	-	-
Other Purchased / Professional / Consulting	-	60,600	74,574	88,560	101,771	113,244
<b>TOTAL CONTRACTED SERVICES</b>	<b>-</b>	<b>296,671</b>	<b>440,046</b>	<b>608,559</b>	<b>797,809</b>	<b>1,004,841</b>
<b>SCHOOL OPERATIONS</b>						

List exact titles included in the position category, if different from description, and staff FTE's ( Full time equivalent)

State number of positions for years 2 thru 5 in assumptions if differ from year 1

Head of School

Director of General Studies Curriculum and Instruction, Director of Hebrew Curriculum and Instruction 1 FTE each

Director of Special Student Services, 1 FTE begins in Year 3

Operations Manager, Bookkeeper, 1 FTE each

Office Manager, School Aides (School Aides FTE, Yr 1: 2, Yrs 2-3: 3, Yrs 3-4: 4)

General Studies Teachers (FTE: 6, 9, 12, 15, 18), Hebrew Teachers (FTE: 2,3,4,5,6), Hebrew Instructors (FTE:4,6,8,10,12). This salary line also includes Teacher Stipends for Teacher Leader Responsibilities, Summer School (Year 2-5) and Learning Review Program Wages (Year 3-5)

Special Education Teachers (FTE: 2,3,4,5,6 in each respective year)

Floating Teachers (FTE: 2) are hired in Year 3 in order to reduce need for substitute teachers and to also build a pipeline of future classroom teachers.

Reading Specialist (1 FTE): ESL Teacher (1 FTE): Music Teacher (FTE: Yrs 1-2: 1, Yr 3: 1.5, Yrs 4-5: 2); Phys Ed Teacher (FTE: Yrs 1-2: 1, Yr 3: 1.5, Yrs 4-5: 2); Art Teacher (FTE: Yr 3: 0.5, Yrs 4-5: 1)

Social Worker (1 FTE)

Retention Bonuses: As part of its teacher retention strategy, Retention Bonuses of approximately \$5,000 will be awarded after 3 and 5 years of service, with the condition that the teacher returns in the fall following their anniversary. Assumes 85% of teaching staff receive bonus in Years 3-5.

Nurse (1 FTE)

FICA, SUI, Workers Comp., NY Disability, Short Term Disability, Medicare--10% of Gross Salaries

Health benefits: \$700 per month per employee, 8% annual increase, levels off at \$816 per month, 85% of employees participate

3% match, 50% of employees participate, includes ERISA insurance and 401K fees

Auditor and CSBM (HCSC will be assuming 50% of CSBM's fee, this line item has HLA 2's 50% portion of the fee)

Legal Counsel on Retainer

HCSC's fee is a percent of AOE, SPED, IDEA, School Food, Textbook Revenue. Fee grows 1 percentage point each year, begins at 6% and ends at 10%.

Payroll Processing Fee

Includes: Tech, Substitute Teachers, Public Grants Grantwriter, Schoolwide Planning Consultant, E-rate consultant,

Board Expenses	10,000	10,000	-	-	-	Board Training (Consultants, Workshops), Beginning Year 3, HCSC assumes responsibility for underwriting Board Training for HLA 2 Board
Classroom / Teaching Supplies & Materials	48,700	63,652	81,060	98,468	115,898	Includes Classroom Supplies (~\$250 per student), Art & Music (\$25 per student) and Gym (\$25 per new student), 3% annual increase
Special Ed Supplies & Materials	3,888	6,155	8,479	10,831	13,209	\$150 per SWD, 3% annual increase
Textbooks / Workbooks	143,350	106,350	124,836	142,797	160,849	Lexicbooks \$750 per student Yr 1, \$200 per student Yr 2, 3% annual increase in per pupil amount), Leveled Books (\$150 per student, 3% annual increase in per student cost), Hebrew Books \$100 per student, 3% increase in per student cost), Library Books (\$150 per student, 3% increase in per student cost)
Supplies & Materials other						
Equipment / Furniture	72,000	27,000	36,000	27,000	27,000	Classroom Furniture (\$8000 per new classroom): ELMOS (\$500 per new classroom), other equipment (\$1500 per new classroom: i.e. lamination machines, etc.)
Telephone	12,000	13,428	15,099	17,054	19,341	Telephone & Internet (\$700 per month in Yr 1, 17% annual increase), Mobile Service (\$300 per month, long term contract)
Technology	113,600	55,100	62,800	58,400	52,900	Classroom Computers: \$30,000 Per New Grade, 30 laptops per new grade, \$600 per laptop, 30 classroom ipads (400) per grade, for NWEA and Lightsall, 25% replacement each year beginning Year 2. Staff: \$2000 per new staff, plus 10% replacement annually
Student Testing & Assessment	8,100	12,824	17,664	22,565	27,519	\$50 per student in Year 1, 3% annual increase in per student cost
Field Trips	1,000	1,500	2,000	2,500	3,000	Field Trip Admission Costs, Trip Costs
Transportation (student)	10,800	14,832	23,679	24,390	25,121	\$500 per bus per day for 10 extra days on school during school year. Per bus per day costs increase 3% annually. Yr 1: 3 buses, Year 2: 4 buses; Year 3-5: 5 buses' Year 4-5, Bus Service for Learning Review Program, 4 days of bus service, 3 buses). No bus for summer school.
Student Services - other	500	500	500	500	500	Uniforms for indigent students.
Office Expense	42,100	43,363	44,664	46,004	47,384	Includes office supplies (\$2500 per month), postage & delivery (\$2500 per year) and Copier Lease/Printer/Fax Supplies (\$9600 per year), 3% annual increase on all per unit costs.
Staff Development	11,700	12,961	14,230	15,507	16,792	Includes subscriptions/memberships (\$1200 per year, 3% annual increase) and team Building and Appreciation Budget for refreshment and food for staff development days and other staff events.
Staff Recruitment	-	-	-	-	-	HCSC is responsible for staff recruitment
Student Recruitment / Marketing	27,000	15,000	15,000	15,000	15,000	Student Recruitment and Marketing Materials, Mailing Costs. HCSC picks up 40% of Student Recruitment Budget
School Meals / Lunch	136,999	210,573	281,610	349,264	413,535	School projects a 15% net loss on school lunch program each year
Travel (Staff)						
Fundraising						
Other	16,000	36,000	54,000	68,000	79,000	Chess Teacher and Israeli Dance Instructor (1099 contracted employees)
<b>TOTAL SCHOOL OPERATIONS</b>	<b>657,737</b>	<b>629,238</b>	<b>781,620</b>	<b>898,278</b>	<b>1,017,048</b>	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>						
Insurance	25,700	29,041	32,816	37,082	41,903	As per Austin Quote in year 1 (see III.G. Insurance), 5% increases (note Austin's quote of \$34,700 includes \$9,000 premium for workers comp, but that has been included in Payroll taxes line item.
Janitorial	-	-	-	-	-	
Building and Land Rent / Lease	466,560	717,120	959,040	1,189,440	1,408,320	Assumes Private Facility, 90 sq ft per student is leased each year. Triple net lease is \$32 per square foot. Based on current facilities being explored by FOHLA and Fillmore Realty (see III.F. Facilities).
Repairs & Maintenance	72,820	94,935	115,383	135,845	156,320	Includes Extermination Services (\$125 per month, 3% annual increase); Handyman (\$4 per sq ft, 3% annual increase); Contracted Maintenance (\$2.50-\$3.20 per square foot) includes warranties and refrigeration (3 YR, Year 1); Linoleum Tiles Grades 3-5 (\$20,000 Year 3, add tables purchased Year 4 and 5); Phone Equipment (\$17500 in Year 1, additional phone sets bought in each year after); Security Equipment (\$6000 in Year 1); Staff Furniture: \$2000 per new administrator
Equipment / Furniture	60,500	1,500	23,500	9,000	9,000	Contracted Security (\$50K Year 1, 3% annual increase) and Annual Security System Monitoring Fee (\$350 per month, 3% annual increase)
Security	54,200	55,826	57,501	59,226	61,003	
Utilities	36,450	57,706	79,488	101,542	123,834	\$2.50 per square foot, 3% annual increases (gas, electric, water)
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>716,230</b>	<b>956,128</b>	<b>1,267,728</b>	<b>1,532,134</b>	<b>1,800,380</b>	
<b>DEPRECIATION &amp; AMORTIZATION</b>	-	-	-	-	-	
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>	25,000	25,000	25,000	-	-	
<b>TOTAL EXPENSES</b>	<b>3,786,458</b>	<b>4,869,524</b>	<b>6,637,425</b>	<b>8,080,664</b>	<b>9,461,684</b>	
<b>NET INCOME</b>	<b>363</b>	<b>202,982</b>	<b>44,370</b>	<b>81,699</b>	<b>202,561</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>						
CSD 21	162	249	333	413	489	
School District 2 (Enter Name)	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	
<b>TOTAL ENROLLMENT</b>	<b>162</b>	<b>249</b>	<b>333</b>	<b>413</b>	<b>489</b>	
<b>REVENUE PER PUPIL</b>	<b>23,375</b>	<b>20,372</b>	<b>20,065</b>	<b>19,764</b>	<b>19,763</b>	
<b>EXPENSES PER PUPIL</b>	<b>23,373</b>	<b>19,556</b>	<b>19,932</b>	<b>19,566</b>	<b>19,347</b>	
<b>CASH FLOW ADJUSTMENTS</b>						
<b>OPERATING ACTIVITIES</b>						
Example - Add Back Depreciation	-	-	-	-	-	
Other	-	-	-	-	-	
Total Operating Activities	-	-	-	-	-	
<b>INVESTMENT ACTIVITIES</b>						
Example - Subtract Property and Equipment Expenditures	-	-	-	-	-	
Other	-	-	-	-	-	
Total Investment Activities	-	-	-	-	-	
<b>FINANCING ACTIVITIES</b>						
Example - Add Expected Proceeds from a Loan or Line of Credit	-	-	-	-	-	
Other	-	-	-	-	-	
Total Financing Activities	-	-	-	-	-	
<b>Total Cash Flow Adjustments</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>NET INCOME</b>	<b>363</b>	<b>202,982</b>	<b>44,370</b>	<b>81,699</b>	<b>202,561</b>	
<b>Beginning Cash Balance</b>	<b>17,358</b>	<b>17,721</b>	<b>220,703</b>	<b>265,073</b>	<b>346,772</b>	
<b>ENDING CASH BALANCE</b>	<b>17,721</b>	<b>220,703</b>	<b>265,073</b>	<b>346,772</b>	<b>549,333</b>	

NOTE: Budgets are prepared on a cash basis.

TABLE 1: APPLICANT GROUP INFORMATION							
*Minimum of 5 members must be designated as Trustees							
NAME OF APPLICANT GROUP MEMBER	EMAIL ADDRESS	CURRENT EMPLOYMENT	RELEVANT EXPERIENCE, SKILLS, AND ROLE ON APPLICANT GROUP (Key Words)	PROPOSED ROLE (if any) (Trustee, Employee, Consultant, or No Continuing Role)	PROPOSED POSITION ON THE BOARD (e.g., officer, trustee, or constituent representative)	LENGTH OF INITIAL TERM	VOTING MEMBER (YES OR NO)
Sara Berman	[REDACTED]	Freelance Journalist/Philanthropist	Charter School Governance, Charter School Development and Implementation, Fundraising	Trustee	Chair	2	Y
Stella Binkevich	[REDACTED]	Chief of Staff, Liaison Benefits	Community Relations and Engagement, Operational Management, Fundraising	Trustee	Trustee	1	Y
Susan Fox	[REDACTED]	Executive Director, Shorefront Y	Community Relations and Engagement, Nonprofit Administration and Management, Student Recruitment, Nonprofit Governance, Education	Trustee	Trustee	1	Y
David Gedzelman	[REDACTED]	President & CEO, Steinhart Foundation	Charter School Governance, Charter School Development and Implementation, Fundraising, School Leadership Oversight, Nonprofit Administration and Management	Trustee	Treasurer	2	Y
Pam Harris	[REDACTED]	Executive Director, Coney Island Generation Gap	Community Relations and Engagement, Nonprofit Administration and Management, Student Recruitment, Youth Development	Trustee	Trustee	1	Y
Aaron Listhaus	[REDACTED]	Executive Director for Education, Hebrew Charter School Center	K-12 Curriculum and Instruction, Community Relations and Engagement, Charter School Governance, Charter School Management, Board and School Leader Development	Trustee	Secretary	2	Y
Adam Miller, Esq.	[REDACTED]	Attorney with Kauff, Laton & Miller LLP	Legal, Charter School Governance	Trustee	Trustee	1	Y
Eli Schaap	[REDACTED]	Senior Vice President, Steinhart Foundation	Real Estate and Facilities Development, Budgeting, Charter School Governance, School Assessment and Student Achievement Data Analysis, Human Resources, Organizational Design.	Trustee	Trustee	1	Y
Ella Zalkind, Esq.	[REDACTED]	Attorney with Siller, Wilk LLP	Legal, Charter School Governance, Community Relations and Engagement	Trustee	Trustee	1	Y