



Entry 1 School Information and Cover Page

(New schools that were not open for instruction for the 2018-19 school year are not required to complete or submit an annual report this year).

Created: 08/05/2019 • Last updated: 10/31/2019

Please be advised that you will need to complete this cover page (including signatures) before all of the other tasks assigned to you by your authorizer are visible on your task page. While completing this cover page task, please ensure that you select the correct authorizer (**as of June 30, 2019**) or you may not be assigned the correct tasks.

BASIC INFORMATION

a. SCHOOL NAME NEW YORK FRENCH AMERICAN CHARTER SCHOOL

(Select name from the drop down menu)

a1. Popular School Name NYFACS
(Optional)

b. CHARTER AUTHORIZER (As of June 30th, 2019) NYCDOE Authorized Charter School

Please select the correct authorizer as of June 30, 2019 or you may not be assigned the correct tasks.

c. DISTRICT / CSD OF LOCATION NYC CSD 3

d. DATE OF INITIAL CHARTER 08/2010

e. DATE FIRST OPENED FOR INSTRUCTION 09/2010

f. APPROVED SCHOOL MISSION (Regents, NYCDOE, and Buffalo BOE authorized schools only)

MISSION STATEMENT

The mission of the New York French American Charter School is to develop bilingual, biliterate global citizens who will be the leaders of tomorrow.

We achieve this in the following ways:

Allowing students to learn a true appreciation, respect for and understanding of diversity through the example of the adults who work with them.

Teaching students the foundations of respect and responsibility, first for themselves, and then for their community.

Providing students with opportunities for cross cultural enrichment.

Educating students with a global perspective using critical thinking and resources from other cultures and countries.

Providing students with the language, vocabulary and contexts that will enable them to create open dialogues with others.

Equipping students for the 21st century by means of a rigorous and well rounded biliterate and bilingual education.

Hiring a diverse team of teachers, interns and administrators both from the U.S. and other countries who provide a variety of viewpoints and experiences

g. KEY DESIGN ELEMENTS (Regents, NYCDOE, and Buffalo BOE authorized schools only)

KEY DESIGN ELEMENTS (Brief heading followed by a description of each Key Design Elements (KDE). KDEs are those general aspects of the school that are innovative or unique to the school’s mission and goals, are core to the school’s overall design, and are critical to its success. The design elements may include a specific content area focus; unique student populations to be served; specific educational programs or pedagogical approaches; unique calendar, schedule, or configurations of students and staff; and/or innovative organizational structures and systems.

Variable 1	(No response)
Variable 2	(No response)
Variable 3	(No response)
Variable 4	(No response)
Variable 5	(No response)
Variable 6	(No response)
Variable 7	(No response)
Variable 8	(No response)
Variable 9	(No response)
Variable 10	(No response)

Need additional space for variables (No response)

g1. KEY DESIGN ELEMENTS (Regents, NYCDOE, and Buffalo BOE authorized schools only)

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Variable 11	(No response)
Variable 12	(No response)
Variable 13	(No response)
Variable 14	(No response)
Variable 15	(No response)
Variable 16	(No response)
Variable 17	(No response)
Variable 18	(No response)
Variable 19	(No response)
Variable 20	(No response)

h. SCHOOL WEB ADDRESS (URL) http://www.nyfacs.net/mission_1

i. TOTAL MAX APPROVED 290
ENROLLMENT FOR THE 2018-19
SCHOOL YEAR (exclude Pre-K
program enrollment)

j. TOTAL STUDENT ENROLLMENT 289
ON JUNE 30, 2019 (exclude Pre-K
program enrollment)

k. GRADES SERVED IN SCHOOL YEAR 2018-19 (does not include Pre-K program students)

Check all that apply

Grades Served	K, 1, 2, 3, 4, 5, 6
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I1. DOES THE SCHOOL CONTRACT WITH A CHARTER OR EDUCATIONAL MANAGEMENT ORGANIZATION? No

FACILITIES INFORMATION

m. FACILITIES

Will the school maintain or operate multiple sites in 2019-20?

	Yes, 2 sites
--	--------------

School Site 1 (Primary)

m1. SCHOOL SITES

Please provide information on Site 1 for the upcoming school year.

	Physical Address	Phone Number	District/CSD	Grades to be Served at Site for coming year (K 5, 6 9, etc.)	Receives Rental Assistance for Which Grades (If yes, enter the appropriate grades. If no, enter No).
Site 1	311 WEST 120 STREET, NEW YORK, NY 10027		NYC CSD 3		

m1a. Please provide the contact information for Site 1.

	Name	Work Phone	Alternate Phone	Email Address
School Leader	MARC MAURICE			
Operational Leader				
Compliance Contact				
Complaint Contact				
DASA Coordinator				
Phone Contact for After Hours Emergencies				

m1b. Is site 1 in public (co-located) space or in private space?

IF LOCATED IN PRIVATE SPACE IN NYC OR IN DISTRICTS OUTSIDE NYC

m1d. Upload a current Certificate of Occupancy (COO) and the annual Fire Inspection Report for school site 1 if located in private space in NYC or located outside of NYC .

Site 1 Certificate of Occupancy (COO)

<https://nysed.cso.reports.fluidreview.com/resp/110602389/yFPTXS6fVy/>

Site 1 Fire Inspection Report

<https://nysed.cso.reports.fluidreview.com/resp/110602389/nBjtmqxAKU/>

School Site 2

m2. SCHOOL SITES

Please provide information on Site 2 for the upcoming school year.

	Physical Address	Phone Number	District/CSD	Grades to be Served at Site for coming year (K 5, 6 9, etc.)	Receives Rental Assistance for Which Grades (If yes, enter the appropriate grades. If no, enter No).
Site 2	311 WEST 120 STREET NEW YORK, NY 10027	212 666 4134	NYC CSD 3	PK 7	NO

m2a. Please provide the contact information for Site 2.

	Name	Work Phone	Alternate Phone	Email Address
School Leader	MARC MAURICE			
Operational Leader	MAMADOU BA			
Compliance Contact	MARC MAURICE			
Complaint Contact	MARC MAURICE			
DASA Coordinator	MARC MAURICE			
Phone Contact for After Hours Emergencies	MAMADOU BA			

m2b. Is site 2 in public (co-located) space or in private space?

Private Space

IF LOCATED IN PRIVATE SPACE IN NYC OR IN DISTRICTS OUTSIDE NYC

m2d. Upload a current Certificate of Occupancy (COO) and the annual Fire Inspection Report for school site 2 if located in private space in NYC or located outside of NYC .

Site 2 Certificate of Occupancy (COO)

(No response)

Site 2 Fire Inspection Report

(No response)

CHARTER REVISIONS DURING THE 2018-19 SCHOOL YEAR

n1. Were there any revisions to the school’s charter during the 2018-19 school year? (Please include approved or pending material and non-material charter revisions). Yes

n2. Summary of Charter Revisions

	Category (Select Best Description)	Specific Revision (150 word limit)	Date Approved by BOT (if applicable)	Date Approved by Authorizer (if applicable)
1	Change in Grade Level Configuration	Addition of grade 6	11/01/2017	09/05/2018
2	Change in Maximum Approved Enrollment	343 students	11/01/2017	09/05/2018
3				
4				
5				

More revisions to add? Yes

n2. Summary of Charter Revisions

	Category (Select Best Description)	Specific Revision (150 word limit)	Date Approved by BOT (if applicable)	Date Approved by Authorizer (if applicable)
6				
7				
8				
9				
10				

ATTESTATION

o. Individual Primarily Responsible for Submitting the Annual Report.

Name	MAMADOU BA
Position	PARENT LIAISON
Phone/Extension	
Email	

p. Our signatures (Executive Director/School Leader/Head of School and Board President) below attest that all of the information contained herein is truthful and accurate and that this charter school is in compliance with all aspects of its charter, and with all pertinent Federal, State, and local laws, regulations, and rules. We understand that if any information in any part of this report is found to have been deliberately misrepresented, that will constitute grounds for the revocation of our charter. Check **YES** if you agree and then use the mouse on your PC or the stylist on your mobile device to sign your name).

Yes

Signature, Head of Charter School



Signature, President of the Board of Trustees

Date

(No response)

Thank you.



ISSUING AGENCY NAME : Department of Health and Mental Hygiene

DIVISION : Environmental Health

AGENCY ADDRESS AND PHONE NUMBER : 125 Worth Street 9th Floor, Manhattan, NY 10013 Tel:6466326305, FAX:3473968953 Email: infobfscs@health.nyc.gov

RESPONDENT : New York French American Charter School

DBA : New York French American Charter School

RESPONDENT ADDRESS : 311 WEST 120 STREET , MANHATTAN, NY 10027

TEL. NO : [REDACTED]

BOROUGH : MANHATTAN

EMAIL : [REDACTED]

PERMIT NO : [REDACTED]

DC ID NO : [REDACTED]

ACCELA NO : [REDACTED]

INSPECTION DATE : 10/03/2019

START TIME : 12:29:58 PM

END TIME : 01:14:01 PM

PLACE OF OCCURANCE : 311 WEST 120 STREET

BOROUGH : MANHATTAN

ZIP CODE : 10027

INSPECTION TYPE : Compliance Reinspection

INSPECTION RESULT : Minor Violations Complied With

Details Of Violation(s)

SR. NO.	TOTAL OCCURANCE	TYPE	PROVISION OF LAW VIOLATAED	DESCRIPTION	ISSUE DATE	COMP DATE	STATUS
1	1	Room	131.09(a)	REGULATION : Adequate natural or artificial lighting provided through out commercial building.(General) VIOLATION : At the time of inspection/visit the cited regulation was observed not in compliance in that 5 non-functional emergency lights located throughout 1st floor main hallway. Additional Info: Exists In: Office Floor: 1	3/6/2019 10:22:12 AM	4/5/2019 11:21:17 AM	Corrected

OPERATOR NAME : Nancy Sako

OPERATOR TITLE : Administrative Staff

OPERATOR SIGNATURE :

I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS SUMMONS AND INSTRUCTIONS FOR RESPONDING AND THAT I AM AUTHORIZED TO ACCEPT SERVICE OF THIS SUMMONS.

DOHMH NAME / ID : DAVID ALPHONSO

DOHMH TITLE : PHS

DOHMH SIGNATURE :

I AM AN EMPLOYEE OF THE DEPARTMENT OF HEALTH AND MENTAL HYGIENE AND AFFIRM THAT I PERSONALLY OBSERVED THE COMMISSION OF THE VIOLATION(S) CHARGED ABOVE OR VERIFIED THEIR EXISTENCE BY A REVIEW OF RECORDS AND I AFFIRM UNDER PENALTY OF PERJURY THAT MY FOREGOING STATEMENTS ARE TRUE.

DEPARTMENT OF HEALTH AND MENTAL HYGIENE EMPLOYEES MUST SHOW IDENTIFICATION. FALSIFICATION OF ANY STATEMENTS MADE HEREIN IS AN OFFENSE PUNISHABLE BY A FINE OF NOT MORE THAN \$500.00 OR NOT MORE THAN 60 DAYS IMPRISONMENT OR BOTH IN ACCORDANCE WITH NYC ADMINISTRATIVE CODE 10-154 AND IS A CLASS A MISDEMEANOR PURSUANT TO SECTION 210.45 OF THE PENAL LAW

A PENALTY OF NOT LESS THAN \$200.00 AND NOT MORE THAN \$2,000.00 MAY BE IMPOSED FOR EACH VIOLATION PURSUANT TO NEW YORK CITY HEALTH CODE 3.11 AND CHAPTERS 3, 7 AND 23 OF TITLE 24 OF THE RULES OF THE CITY OF NEW YORK



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TEL. NO : [REDACTED]

BOROUGH : MANHATTAN

EMAIL : [REDACTED]

PERMIT NO : [REDACTED]

DC ID NO : [REDACTED]

ACCELA NO : [REDACTED]

Field Notes

NOTES FOR	DETAILS	NOTES
INSPECTION		Certificate of Filing posted. Fire extinguishers fully charged with current tags, fire drill log current. Emergency lights now functional and exit signs lighted. Front door monitored. Adequate supervision in all lower school classrooms. Egresses unobstructed. Bathrooms adequate with hot and cold water.

OPERATOR NAME : Nancy Sako


OPERATOR TITLE : Administrative Staff

OPERATOR SIGNATURE : 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME Marine Serobyen PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL [REDACTED] ADDRESS [REDACTED]
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Markel Insurance Company	38970
INSURER B Property and Casualty Ins Co of Hartford	34690
INSURER C	
INSURER D	
INSURER E	
INSURER F	

License#: 0726293

NEWYORK-32

COVERAGES

CERTIFICATE NUMBER: 1088810464

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		8502WSI043910-1	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			1002WSI043911-1	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4602WSI043913-1	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	72 WE OY4070	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			3602WSI043912-1	7/1/2019	7/1/2020	Limit/Retention Limit/Retention \$1,000,000/\$5,000 \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy # [REDACTED]
Carrier: Markel Insurance Company
Each Claim: \$1,000,000 , Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Consulate General of France
934 Fifth Avenue
New York NY 10021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE	EFFECTIVE DATE	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: [REDACTED]
 Carrier: Market Insurance Company
 Each Claim: \$1,000,000 Aggregate: \$3,000,000

Consulate General of France is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract.

**MARKEL INSURANCE COMPANY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW YORK HONOR ROLL ELITE COMMERCIAL GENERAL LIABILITY
ENHANCEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.
- The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
- (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

3. Section IV – Commercial General Liability Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or

(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

The following is added to Exclusion **2.a.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

C. LIMITED POLLUTION COVERAGE

Exclusion **2.f.** Pollution, Paragraph **(1)(a)** of Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

D. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

- (i)** Less than 76 feet long; and
- (ii)** Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

- 4.** If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, except that which is specifically providing excess coverage, the limits of insurance provided by this endorsement will apply based on the ratio of its applicable limits to the total applicable limits.

E. PROPERTY DAMAGE TO BORROWED EQUIPMENT

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured's premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

F. PROPERTY DAMAGE TO CUSTOMERS' GOODS

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3), (4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

- 4.** The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

G. PROPERTY DAMAGE FROM ELEVATOR USE

- 1. The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:
Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.
- 2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- 1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:
 - b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- 2. Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:
 - d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. PERSONAL AND ADVERTISING INJURY FOR INSURED'S IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph (1) does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

J. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

2. The following is added:

Legal And Media Expense

- a. We will pay on your behalf "legal and media expense" you actually incur because of a "legal or media event" during the policy period. However:
 - (1) We will have no liability to pay for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event";
 - (2) We will only pay for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event"; and
 - (3) Defense for criminal proceedings (criminal investigation or criminal complaint) may only be provided for directors and "executive officers".
- b. The maximum we will pay is:
 - (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
 - (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.
- c. If any other coverage provides payment of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.
- d. The following definitions are added:
 - (1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
 - (a) Child abuse;
 - (b) Premises contamination at your facility;
 - (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
 - (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
 - (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
 - (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and
- (b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

K. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - (i) A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or
 - (ii) Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
 - (1) Under the supervision required by your governing board; and
 - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
 - (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of such "occurrence", offense, claim or "suit".

O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6. Representations** under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under Section **IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

Q. EXPANDED COVERAGE TERRITORY

1. The following is added to Section **IV – Commercial General Liability Conditions**:

Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis:
- (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition **4. “coverage territory”** is replaced with the following:

4. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

R. LIBERALIZATION CLAUSE

The following is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **3. “bodily injury”** is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME Marine Serobyany PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL ADDRESS Marine_Serobyany@ajg.com
INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	INSURER(S) AFFORDING COVERAGE INSURER A Markel Insurance Company INSURER B Property and Casualty Ins Co of Hartford INSURER C INSURER D INSURER E INSURER F
License#: 0726293 NEWYORK-32	NAIC # 38970 34690

COVERAGES**CERTIFICATE NUMBER:** 1661981430**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		8502WSI043910-1	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		1002WSI043911-1	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			4602WSI043913-1	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	72 WE OY4070	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			3602WSI043912-1	7/1/2019	7/1/2020	Limit/Retention Limit/Retention \$1,000,000/\$5,000 \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy #: [REDACTED]
Carrier: Markel Insurance Company
Each Claim: \$1,000,000 , Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Lt. Joseph P. Kennedy Center, Catholic Charities, Catholic Charities
Community Services, Archdiocese of NY, and
Archbishop of NY
34 West 134th. Street
New York NY 10037
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Te [REDACTED] 2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000

Lt. Joseph P. Kennedy Center, Catholic Charities, Catholic Charities Community Services, Archdiocese of NY, and Archbishop of NY are shown as additional insured solely with respect to General Liability and auto liability coverages as evidenced herein as required by written contract. Umbrella follows form. Endorsement to follow

**MARKEL INSURANCE COMPANY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW YORK HONOR ROLL ELITE COMMERCIAL GENERAL LIABILITY
ENHANCEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.
- The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
- (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

3. Section IV – Commercial General Liability Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

- (1) How, when and where the "defect" was discovered;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

- d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. "Product withdrawal" means the recall or withdrawal:

- (1) From the market; or

(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

The following is added to Exclusion **2.a.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

C. LIMITED POLLUTION COVERAGE

Exclusion **2.f.** Pollution, Paragraph **(1)(a)** of Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

D. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

- (i)** Less than 76 feet long; and
- (ii)** Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

- 4.** If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, except that which is specifically providing excess coverage, the limits of insurance provided by this endorsement will apply based on the ratio of its applicable limits to the total applicable limits.

E. PROPERTY DAMAGE TO BORROWED EQUIPMENT

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured's premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

F. PROPERTY DAMAGE TO CUSTOMERS' GOODS

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

- 4.** The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

G. PROPERTY DAMAGE FROM ELEVATOR USE

- 1. The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:
Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.
- 2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- 1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:
 - b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- 2. Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:
 - d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. PERSONAL AND ADVERTISING INJURY FOR INSURED'S IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph (1) does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

J. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

2. The following is added:

Legal And Media Expense

- a. We will pay on your behalf "legal and media expense" you actually incur because of a "legal or media event" during the policy period. However:
 - (1) We will have no liability to pay for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event";
 - (2) We will only pay for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event"; and
 - (3) Defense for criminal proceedings (criminal investigation or criminal complaint) may only be provided for directors and "executive officers".
- b. The maximum we will pay is:
 - (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
 - (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.
- c. If any other coverage provides payment of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.
- d. The following definitions are added:
 - (1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
 - (a) Child abuse;
 - (b) Premises contamination at your facility;
 - (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
 - (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
 - (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
 - (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and
- (b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

K. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - (i) A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or
 - (ii) Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
 - (1) Under the supervision required by your governing board; and
 - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

- (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
- (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2**. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of such "occurrence", offense, claim or "suit".

O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6**. Representations under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under Section **IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

Q. EXPANDED COVERAGE TERRITORY

1. The following is added to Section **IV – Commercial General Liability Conditions**:

Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis:
- (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition **4. “coverage territory”** is replaced with the following:

4. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

R. LIBERALIZATION CLAUSE

The following is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **3. “bodily injury”** is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

All other terms and conditions remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME Marine Serobyen PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL [REDACTED] ADDRESS [REDACTED]
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Markel Insurance Company	38970
INSURER B Property and Casualty Ins Co of Hartford	34690
INSURER C	
INSURER D	
INSURER E	
INSURER F	

License#: 0726293

NEWYORK-32

COVERAGES

CERTIFICATE NUMBER: 902717215

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	[REDACTED]	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			[REDACTED]	7/1/2019	7/1/2020	Limit/Retention Limit/Retention \$1,000,000/\$5,000 \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy # [REDACTED]
Carrier: Markel Insurance Company
Each Claim: \$1,000,000, Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Term: 7/1/2019 to 7/1/2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME Marine Serobyanyan	FAX (A/C, No)
	PHONE (A/C, No, Ext)	
	E-MAIL ADDRESS Marine_Serobyanyan@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Markel Insurance Company	38970
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	INSURER C	
	INSURER D	
	INSURER E	
	INSURER F	

License#: 0726293

NEWYORK-32

COVERAGES

CERTIFICATE NUMBER: 1414681981

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY				7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	UMBRELLA LIAB				7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED						\$
	<input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACC DENT \$ 1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability				7/1/2019	7/1/2020	Limit/Retention \$1,000,000/\$5,000
	Employment Practices Liability						\$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy #:
Carrier: Markel Insurance Company
Each Claim: \$1,000,000, Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Nivard Edmond-Mack
Director of Community Centers
Police Athletic League, Inc.
34½ East 12th Street
New York NY 10003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Te [REDACTED] /2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000

Re: The Harlem Center



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME Marine Serobyany PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL ADDRESS Marine_Serobyany@ajg.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A Markel Insurance Company	38970
INSURER B Property and Casualty Ins Co of Hartford	34690
INSURER C	
INSURER D	
INSURER E	
INSURER F	

License#: 0726293

NEWYORK-32

COVERAGES

CERTIFICATE NUMBER: 2033236713

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	[REDACTED]	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			[REDACTED]	7/1/2019	7/1/2020	Limit/Retention Limit/Retention \$1,000,000/\$5,000 \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy #: [REDACTED]
Carrier: Markel Insurance Company
Each Claim: \$1,000,000, Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

NYC DOH
125 Worth Street
New York NY 10013
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Term: 7/1/2019 to 7/1/2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA., Inc.
505 N Brand Blvd, Suite 600
Glendale CA 91203

CONTACT NAME Marine Serobyanyan

PHONE

(A/C, No, Ext)

FAX

(A/C, No)

E-MAIL

ADDRESS

Marine Serobyanyan@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

License#: 0726293

NEWYORK-32

INSURER A Markel Insurance Company

38970

INSURER B Property and Casualty Ins Co of Hartford

34690

INSURER C

INSURER D

INSURER E

INSURER F

INSURED
New York French American Charter School
Nancy Sako
311 West 120 Street
New York NY 10027

COVERAGES

CERTIFICATE NUMBER: 1350791363

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE L MIT APPL ES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
A	AUTOMOBILE LIABILITY				7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						\$
A	UMBRELLA LIAB				7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED						\$
	<input type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACC DENT \$ 1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability				7/1/2019	7/1/2020	Limit/Retention \$1,000,000/\$5,000
	Employment Practices Liability						\$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
Policy Term: 7/1/2019 to 7/1/2020
Policy #:
Carrier: M company
Each Claim: \$1,000,000 ,Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Police Athletic Leage, Inc.
Harlem Center/NYFACS
441 Manhattan Ave
New York NY 10026

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Te [REDACTED] 2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000

Evidence of Coverage



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

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PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203		CONTACT NAME Marine Serobyen PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL ADDRESS [REDACTED]	
INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027		INSURER(S) AFFORDING COVERAGE INSURER A Markel Insurance Company INSURER B Property and Casualty Ins Co of Hartford INSURER C INSURER D INSURER E INSURER F	
License#: 0726293 NEWYORK-32		NAIC # 38970 34690	

COVERAGES

CERTIFICATE NUMBER: 1576781521

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			[REDACTED]	7/1/2019	7/1/2020	Limit/Retention Limit/Retention \$1,000,000/\$5,000 \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: [REDACTED]
 Carrier: Markel Insurance Company
 Each Claim: \$1,000,000 , Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

Proof Of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Term: 7/1/2019 to 7/1/2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/6/2019

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PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203		CONTACT NAME Marine Serobyar PHONE (A/C, No, Ext) [REDACTED] FAX (A/C, No) [REDACTED] E-MAIL ADDRESS [REDACTED]	
INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027		INSURER(S) AFFORDING COVERAGE INSURER A Markel Insurance Company INSURER B Property and Casualty Ins Co of Hartford INSURER C INSURER D INSURER E INSURER F	
License#: 0726293 NEWYORK-32		NAIC # 38970 34690	

COVERAGES

CERTIFICATE NUMBER: 1190288764

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			[REDACTED]	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N	N/A	[REDACTED]	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Educators Legal Liability Employment Practices Liability			[REDACTED]	7/1/2019	7/1/2020	Limit/Retention \$1,000,000/\$5,000 Limit/Retention \$1,000,000/\$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy: Professional Liability
 Policy Term: 7/1/2019 to 7/1/2020
 Policy #: [REDACTED]
 Carrier: Markel Insurance Company
 Each Claim: \$1,000,000 ,Aggregate: \$3,000,000

See Attached...

CERTIFICATE HOLDER

CANCELLATION

The City of New York, Board of Education of the City
 School District of the City of New York
 52 Chambers Street
 New York NY 10007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:

Melissa Curry

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED New York French American Charter School Nancy Sako 311 West 120 Street New York NY 10027	
POLICY NUMBER		EFFECTIVE DATE	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Policy: Sexual Abuse & Molestation
Policy Te [REDACTED] 2020
Policy #: [REDACTED]
Carrier: Market Insurance Company
Each Claim: \$1,000,000 Aggregate: \$3,000,000

The City of New York and the NYC Department of Education, including their officials and employees are named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.

**MARKEL INSURANCE COMPANY****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****NEW YORK HONOR ROLL ELITE COMMERCIAL GENERAL LIABILITY
ENHANCEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverages and extensions are added to this policy as detailed below. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Limited Product Withdrawal Expense	\$10,000 All Product Withdrawal Expenses
Extended Property Damage – Expected Or Intended Injury	Included
Limited Pollution Coverage	Included
Watercraft	
Non-Owned	Increased To 51 Feet Long
Non-Motorized	Less Than 76 Feet Long
Non-Owned Aircraft	If Rented Or Loaned With A Paid Crew
Property Damage To Borrowed Equipment	\$10,000 Each Occurrence
Property Damage To Customers' Goods	\$10,000 Each Occurrence
Property Damage From Elevator Use	Included
Personal And Advertising Injury	
From Televised Or Videotaped Material	Included
For Insureds In Media And Internet Type Businesses	Included
Supplementary Payments	
Bail Bonds	Up To \$5,000
Loss Of Earnings	Up To \$500 A Day
Legal And Media Expense	\$10,000 Each Event / \$50,000 Annual Aggregate
Broadened Definition Of Insured	Included
Automatic Additional Insureds	
When Required By Contract Or Agreement	Included
Managers Or Lessors Of Premises	Included
Mortgagees, Assignees Or Receivers	Included
Vendors	Included
Each Location And Each Project Aggregates	Equal To The General Aggregate Limit
Duties In The Event Of Occurrence, Offense, Claim Or Suit	Included
Unintentional Failure To Disclose All Hazards	Included
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	Included
Expanded Coverage Territory	Included
Liberalization	Included
Mental Anguish Resulting From Bodily Injury	Included

A. LIMITED PRODUCT WITHDRAWAL EXPENSE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR "SUIT".

1. The following is added to Section I – Coverages:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

Insuring Agreement

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.
- The amount of such reimbursement is limited as described in Section III – Limits Of Insurance, as amended by this endorsement. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
- (1) You determine that the "product withdrawal" is necessary; or
 - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
- (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
 - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
 - (3) The product that is the subject of the "product withdrawal" was produced during the policy period.
- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
 - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Chemical Transformation, Deterioration Or Decomposition

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if transformation of a chemical nature, deterioration or decomposition is caused by:

(1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers" prior to the policy period or the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

k. Pollution-Related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, "pollutants"; or

(2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

2. The following is added to Section III – Limits Of Insurance:

The most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period is the amount shown in the Schedule of this endorsement, regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. "Your products" withdrawn.

3. Section IV – Commercial General Liability Conditions is amended as follows:

a. Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of A Defect Or A Product Withdrawal

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

Your obligation to notify us as soon as practicable is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of or should have become aware of such actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal".

- b. If a "product withdrawal" is initiated, you must:
 - (1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
 - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
 - (2) Authorize us to obtain records and other information; and
 - (3) Cooperate with us in our investigation of the "product withdrawal".

- b. The following Conditions are added:

Concealment Or Fraud

We will not provide "product withdrawal expense" coverage to you or any other insured who, at any time:

- a. Engaged in fraudulent conduct; or
- b. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you.

Product Tampering Limitation

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

- 4. The following definitions are added:

- a. "Defect" means a flaw, deficiency or inadequacy that creates a dangerous condition.
- b. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- c. "Product withdrawal" means the recall or withdrawal:
 - (1) From the market; or

(2) From use by any other person or organization;

of "your products" or products which contain "your products", because of known or suspected "defects" in "your product" or known or suspected "product tampering" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salary "employees" and costs incurred by your "employees", including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

(8) Costs of proper disposal of "your products" or products that contain "your products" that cannot be reused, not exceeding your purchase price or your costs to produce the products.

e. "Profit" means the positive gain from business operation after subtracting all expenses.

B. EXTENDED PROPERTY DAMAGE – EXPECTED OR INTENDED INJURY

The following is added to Exclusion **2.a.** Expected Or Intended Injury under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:

This exclusion does not apply to "property damage" resulting from the use of reasonable force to protect persons or property.

C. LIMITED POLLUTION COVERAGE

Exclusion **2.f.** Pollution, Paragraph **(1)(a)** of Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** does not apply to:

1. Materials used by an insured as part of an educational curriculum or educational program;

2. The use and storage of swimming pool chemicals by your "employees", provided the use and storage of such swimming pool chemicals comply with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply; or

3. The application or use of pesticides or herbicides by your "employees" who are licensed or certified, provided the application of such pesticide or herbicide complies with all applicable statutes, ordinances, regulations or license requirements of any federal, state or local government which apply.

D. WATERCRAFT AND NON-OWNED AIRCRAFT

Exclusion **2.g.** Aircraft, Auto Or Watercraft under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability** is amended as follows:

1. Transportation Of Students

With respect to the transportation of your students, this exclusion also applies to any aircraft, "auto" or watercraft that is hired by an insured, including claims against the insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved any aircraft, "auto" or watercraft that is hired by the insured.

For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

2. Non-Owned Watercraft

Paragraph **(2)** is replaced by the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge.

3. Non-Motorized Watercraft And Non-Owned Aircraft

The following is added:

This exclusion also does not apply to:

(a) A non-motorized watercraft that is:

- (i)** Less than 76 feet long; and
- (ii)** Not being used to carry persons or property for a charge.

(b) Aircraft not owned by any insured that is rented or loaned to you with a paid crew.

- 4.** If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in Paragraphs **2.** or **3.** above, except that which is specifically providing excess coverage, the limits of insurance provided by this endorsement will apply based on the ratio of its applicable limits to the total applicable limits.

E. PROPERTY DAMAGE TO BORROWED EQUIPMENT

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

Paragraph **(4)** of this exclusion does not apply to "property damage" to borrowed equipment while that equipment is:

- a.** Not being used to perform operations; and
- b.** Away from an insured's premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to borrowed equipment is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

F. PROPERTY DAMAGE TO CUSTOMERS' GOODS

- 1.** The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages**, Coverage **A – Bodily Injury And Property Damage Liability**:

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

- 2.** The following is added to Section **III – Limits Of Insurance**:

Subject to the General Aggregate limit, the most we will pay for "property damage" to "customers' goods" is the amount shown in the Schedule of this endorsement for each "occurrence".

- 3.** The insurance afforded by Paragraph **1.** above is excess over any valid and collectible property insurance (including any deductible) available to the insured, whether primary, excess, contingent or issued on any other basis.

- 4.** The following definition is added:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" does not include:

- a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals;
- c. Contraband, or property in the course of illegal transportation or trade;
- d. Personal property while airborne or waterborne;
- e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- f. Vehicles or self-propelled machines that are licensed for use on public roads; aircraft; or watercraft;

This paragraph does not apply to:

- (1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or
- (2) Rowboats or canoes out of water at your premises; or
- g. The following property while outside of buildings:
 - (1) Grain, hay, straw or other crops; and
 - (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants held for sale).

G. PROPERTY DAMAGE FROM ELEVATOR USE

- 1. The following is added to Exclusion **2.j.** Damage To Property under Section **I – Coverages, Coverage A – Bodily Injury And Property Damage Liability**:
Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply if such "property damage" arises out of the use of elevators at premises you own, rent, lease or occupy.
- 2. The insurance afforded by Paragraph **1.** above is excess over any other valid and collectible insurance which applies to a loss because of "property damage" arising out of the use of elevators, whether such other insurance is primary, excess, contingent or issued on any other basis.

H. PERSONAL AND ADVERTISING INJURY FROM TELEVISED OR VIDEOTAPED MATERIAL

- 1. Exclusions **2.b.** and **2.c.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** are replaced by the following:
 - b. Material Published With Knowledge Of Falsity**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.
 - c. Material Published Prior To Policy Period**
"Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication, in any manner, of material whose first publication took place before the beginning of the policy period.
- 2. Paragraphs **d.** and **e.** of the definition of "personal and advertising injury" are replaced by the following:
 - d.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
 - e.** Oral, written or professionally produced televised or videotaped publication, in any manner, of material that violates a person's right to privacy;

I. PERSONAL AND ADVERTISING INJURY FOR INSURED'S IN MEDIA AND INTERNET TYPE BUSINESSES

Exclusion **2.j.** under Section **I – Coverages, Coverage B – Personal And Advertising Injury Liability** is amended to include the following:

However, paragraph (1) does not apply to advertising, broadcasting, publishing or telecasting within the scope of the Named Insured's activities as an educational institution.

J. SUPPLEMENTARY PAYMENTS – BAIL BONDS, LOSS OF EARNINGS, LEGAL AND MEDIA EXPENSE

Section I – Coverages, Supplementary Payments – Coverages A And B is amended as follows:

1. Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to the amount shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the amount shown in the Schedule of this endorsement because of time off from work.

2. The following is added:

Legal And Media Expense

- a. We will pay on your behalf "legal and media expense" you actually incur because of a "legal or media event" during the policy period. However:
 - (1) We will have no liability to pay for fines, penalties, assessments of costs or other financial awards associated with any such "legal or media event";
 - (2) We will only pay for "legal and media expense" actually incurred and paid within 90 days of the "legal or media event"; and
 - (3) Defense for criminal proceedings (criminal investigation or criminal complaint) may only be provided for directors and "executive officers".
- b. The maximum we will pay is:
 - (1) The Each Event amount shown in the Schedule of this endorsement for any one "legal or media event"; and
 - (2) The Annual Aggregate amount shown in the Schedule of this endorsement for the sum of all "legal or media events" during the policy period.
- c. If any other coverage provides payment of similar legal expenses or medical expenses, the coverage provided by this endorsement will apply as excess over such other coverage.
- d. The following definitions are added:
 - (1) "Legal or media event" means any criminal investigation, criminal complaint, indictment, administrative hearing, licensing hearing or regulatory agency proceeding relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
 - (a) Child abuse;
 - (b) Premises contamination at your facility;
 - (c) Closure of your facility by order of the Board of Health due to discovery or suspicion of contaminated food that has been served to your clients;
 - (d) An actual, attempted, or threatened violent act committed on your premises that results in physical injury or death, including sexual assault, kidnapping, criminal use of weapons on your premises, and stalking of your clients;
 - (e) An actual incident occurring at your premises involving an explosion, fire, construction accident, or equipment failure; or
 - (f) Your operations intended to protect the rights or safety of children and/or children in child care facilities.

"Legal or media event" includes significant adverse local, regional or national news media coverage of you relating to the adverse "legal or media event".

However, "legal or media event" does not include any actual or threatened "suit" or claim.

(2) "Legal and media expense" means reasonable fees and necessary costs incurred by you for:

- (a) Attorneys, experts, and consultants used in your investigation or defense of a "legal or media event"; and
- (b) Media consultants and management of public relations used in your investigation or defense of a "legal or media event".

"Legal and media expense" does not include:

- (a) Damages;
- (b) Fines, taxes, sanctions, or penalties;
- (c) Any uninsurable amount;
- (d) Any expense reimbursed or covered by any other entity or carrier or for which another entity is liable or obligated to pay; or
- (e) Any of your remuneration, salaries, overhead, fees, loss of earning reimbursement, or benefit expenses.

K. BROADENED DEFINITION OF INSURED

Section II – Who Is An Insured is amended as follows:

1. Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), at the supervisory level or above, your "executive officers" (if you are an organization other than a limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services, provided that this subparagraph does not apply to any person who is employed or contracted by the Named Insured as a registered nurse, licensed practical nurse, or licensed or certified athletic trainer providing healthcare services on your behalf at:
 - (i) A dispensary, clinic, infirmary, student health center, athletic facility or other similar facility maintained by the Named Insured principally for the use of its students or "employees"; or
 - (ii) Any other incidental location that is not a medical emergency facility, in the event of a medical emergency.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any student body or parent-teacher organizations authorized by the Named Insured, but only while:
 - (1) Under the supervision required by your governing board; and
 - (2) Performing services or activities authorized by you.
- f. Any student teacher while teaching as part of their educational requirements and acting within the scope of their duties.
- g. Spouses of your directors and trustees, but only to the extent that they are involved in a claim or "suit" solely because of their status as a spouse and such claim or "suit" seeks to recover from marital community property, jointly held property or property transferred from an insured to the spouse. No coverage is provided for any "occurrence" or offense caused or committed by a spouse.
- h. Any affiliated organizations, boards, commissions, foundations or endowments, or any other current or former controlled organization or subsidiary, provided the Named Insured owns or controls at least 51% of such entity.

This insurance shall not apply to any entity that is already insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

2. Paragraph 3.a. is replaced by the following:

- a. Coverage for your newly acquired or formed organization shall be:
 - (1) Effective on the date of acquisition or formation; and
 - (2) Afforded until the end of the policy period of this Coverage Form.

L. AUTOMATIC ADDITIONAL INSUREDS

The following paragraphs are added to Section II – Who Is An Insured:

1. The following are also insureds under this policy, subject to the following provisions:

a. When Required By Contract Or Agreement

Any person or organization to whom you are required by written contract, agreement, permit or authorization to provide insurance, but only if the contract, agreement, permit or authorization is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury", "property damage" or "personal and advertising injury". However:

- (1) The person or organization is an insured only to the extent you are held liable due to:
 - (a) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you; and
 - (ii) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;
 - (b) Your ongoing operations for that insured, whether the work is performed by you or for you;
 - (c) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (i) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires or you cease to lease that equipment; and
 - (ii) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

- (d) Permits or authorizations issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or municipality.

- (2) The insurance with respect to any architect, engineer or surveyor does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
- (a) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (b) Supervisory, inspection or engineering services.
- (3) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (4) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.
- (5) This insurance does not apply to any insured person or organization if the loss, cost, injury or damage is otherwise excluded from coverage under this insurance, including any endorsements made a part of this policy.
- (6) A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- (7) This insurance does not apply to any person or organization included as an insured by an endorsement issued by us or otherwise made part of this insurance.
- (8) No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to managers or lessors of premises; mortgagees, assignees or receivers; or vendors.

b. Managers Or Lessors Of Premises

Any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations.

The following additional exclusions apply to such managers or lessors of premises:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) who leases to you or manages property you rent or lease.

c. Mortgagees, Assignees Or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of premises by you. However, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that person or organization.

d. Vendors

Any vendor with whom you have agreed in a written contract or agreement to provide insurance, but only if the contract or agreement is in effect during the policy period shown in the Declarations and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

- (1) The following additional exclusions apply to such vendors:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (h) Any failure to maintain the product in a merchantable condition; or
- (i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- (3) This insurance does not apply to any vendor included as an insured by an endorsement issued by us or otherwise made a part of this insurance.
- (4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance provided to such automatic additional insureds:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insureds.

3. With respect to the insurance afforded to such automatic additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. Available under the applicable limits of insurance shown in the Declarations,
- whichever is less.

The insurance afforded to the additional insured does not increase the applicable limits of insurance shown in the Declarations.

M. EACH LOCATION AND EACH PROJECT AGGREGATES

The following is added to Section III – Limits Of Insurance:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which can be attributed only to operations at a single designated covered "location" or covered construction project:
 - a. A separate Each Location or Each Project Aggregate limit applies to each covered "location" or covered construction project, and that limit is equal to the General Aggregate limit shown in the Declarations.
 - b. The Each Location or Each Project Aggregate limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C**, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Each Location or Each Project Aggregate limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Each Location or Each Project Aggregate limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A**, and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to ongoing operations at a covered "location" or covered project:
 - a. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-Completed Operations Aggregate limit, whichever is applicable; and
 - b. Such payments shall not reduce any Each Location or Each Project Aggregate limit.
3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor the Each Location or Each Project Aggregate limit.
4. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. For the purposes of this section of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
6. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

N. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under Section **IV** – Commercial General Liability Conditions:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives become aware of such "occurrence", offense, claim or "suit".

O. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Condition **6. Representations** under Section **IV** – Commercial General Liability Conditions:

If you unintentionally fail to disclose all hazards prior to the beginning of the policy period of the Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

P. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under Section **IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization with whom you have agreed in a written contract prior to an “occurrence” to waive such rights.

Q. EXPANDED COVERAGE TERRITORY

1. The following is added to Section **IV – Commercial General Liability Conditions**:

Expanded Coverage Territory

- a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a “suit” seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursement we make for damages because of judgments or settlements will be made in United States currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in United States currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for the reduction of the aggregate limits due to payments of claims, judgments or settlements. Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other government authority was in full effect.
- e. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis:
- (1) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or
- (2) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

2. Definition **4. “coverage territory”** is replaced with the following:

4. “Coverage territory” means any part of the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.

R. LIBERALIZATION CLAUSE

The following is added to Section **IV – Commercial General Liability Conditions**:

Liberalization Clause

If we adopt any revision that would broaden coverage under this Coverage Form without additional premium, the broadened coverage will immediately apply to this Coverage Form as of the day the revision is effective in your state.

S. MENTAL ANGUISH RESULTING FROM BODILY INJURY

Definition **3. “bodily injury”** is replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness or disease sustained by a person, including mental anguish or emotional distress resulting from any of these; and
- b. Death resulting from bodily injury, sickness or disease.

All other terms and conditions remain unchanged.



Entry 2 NYS School Report Card Link

Last updated: 10/19/2019

NEW YORK FRENCH-AMERICAN CHARTER SCHOOL

1. CHARTER AUTHORIZER (As of June 30th, 2019)

NYCDOE Authorized Charter School

(For technical reasons, please re select authorizer name from the drop down menu).

2. NEW YORK STATE REPORT CARD

<https://reportcards.nysed.gov>

Provide a direct URL or web link to the most recent New York State School Report Card for the charter school (See <https://reportcards.nysed.gov/>).

(Charter schools completing year one will not yet have a School Report Card or link to one. Please type "URL is not available" in the space provided.)



Entry 3 Progress Toward Goals

Created: 10/19/2019 • Last updated: 11/01/2019

PROGRESS TOWARD CHARTER GOALS

Board of Regents authorized and NYCDOE authorized charter schools only. Complete the tables provided. List each goal and measure as contained in the school's currently approved charter, and indicate whether the school has met or not met the goal. Please provide information for all goals by November 1st.

1. ACADEMIC STUDENT PERFORMANCE GOALS

If performance data is not available by August 1st, please state this in the last column and update by November 1st.

2018-19 Progress Toward Attainment of Academic Goals

	Academic Student Performance Goal	Measure Used to Evaluate Progress Toward Attainment of Goal	Goal Met or Not Met	Indicate if data is not available. If/when available, Describe Efforts School Will Take If Goal Is Not Met
Academic Goal 1	NYS ELA exam proficiency rates meet or exceed comparable community school district, NY City, and NY State	NYS Assessment in ELA Met NYFACS 50% proficient NYC 47.4% NYS 45.4% District 5 (majority of student reside) 31%	Met	
Academic Goal 2	NYS Math exam proficiency rates meet or exceed comparable CSD, NY City, and NY State	NYS Assessment in Math Met NYFACS proficient 49.7% NYC 45.6% NYS 46.7% District 5 (majority of student reside) 25.3%	Met	
Academic Goal 3	NYS Science exam proficiency rates meet or exceed comparable CSD, NY City,	NYS 4th Grade Assessment in Science	Met	Other scores not available

	and NY State	90% Proficient,		
Academic Goal 4	NYS ELA exam proficiency rates increase	NYS Assessment in ELA No Change Proficiency in 2018 50% Proficiency in 2019 50%	Not Met	Instituted iReady diagnostic assessments; small group instruction based on results; hired reading teacher to provide additional instruction to low performing students; provide instructional coaching to review and act upon student achievement data
Academic Goal 5	NYS Math exam proficiency rates increase	NYS Assessment in Math Met Proficiency in 2018 42.4% Proficiency in 2019 49.7%	Met	
Academic Goal 6				
Academic Goal 7				
Academic Goal 8				
Academic Goal 9				
Academic Goal 10				

2. Do have more academic goals to add? (No response)

2018-19 Progress Toward Attainment of Academic Goals

	Academic Student	Measure Used to	Goal Met or Not Met	If Not Met, Describe
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	Performance Goal	Evaluate Progress Toward Attainment of Goal		Efforts School Will Take
Academic Goal 11	NYS ELA proficiency rates for English Language Learners (ELLs) meet or exceed District, City and State rates	<p>NYFACS 2018 19 Progress Toward Attainment of Academic Goals 100%</p> <p>NYS Assessment in ELA</p> <p>Met</p> <p>NYFACS 17% proficient NYC 9.3% proficient District 5 6% proficient NYS 8.7% proficient</p>	Met	
Academic Goal 12	NYS Math proficiency rates for English Language Learners (ELLs) meet or exceed District, City and State rates	<p>NYS Assessment in Math</p> <p>Met</p> <p>NYFACS 25% proficient NYC 18.9% proficient District 5 11% proficient NYS 17% proficient</p>	Met	
Academic Goal 13	NYS ELA exam proficiency rates for Students with Disabilities (SWD) meet or exceed District, City and State rates	NYS Assessment in ELA	Not Met	<p>Not Met</p> <p>NYFACS 9% proficient NYC 16.1% proficient District 5 14% proficient NYS 13.9 % proficient</p>
Academic Goal 14	NYS Math exam proficiency rates for Students with Disabilities (SWD) meet or exceed City and State rates	<p>NYS Assessment in Math</p> <p>Met</p> <p>NYFACS 27% proficient NYC 17.5% proficient District 5 11% proficient NYS 16.2% proficient</p>	Met	

Academic Goal 15	NYS ELA exam proficiency rates for students eligible for Free and Reduced Price Lunch meet or exceed District, City, and State rates	NYS Assessment in ELA Met NYFACS 45% proficient District 5 28% proficient NYS 36% proficient NYC 40.5% proficient	Met	
Academic Goal 16	NYS Math exam proficiency rates for students eligible for Free and Reduced Price Lunch meet or exceed Citywide and State rates	NYS Assessment in Math Met NYFACS 47% proficient District 5 23% proficient NYS 37% proficient NYC 39.1% proficient	Met	
Academic Goal 17				
Academic Goal 18				
Academic Goal 19				
Academic Goal 20				

3. Do have more academic goals to add? (No response)

2018-19 Progress Toward Attainment of Academic Goals

	Academic Student Performance Goal	Measure Used to Evaluate Progress Toward Attainment of Goal	Goal Met, Partially Met, or Not Met	If Not Met, Describe Efforts School Will Take
Academic Goal 21				

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Academ ic Goal 38				
Academ ic Goal 39				
Academ ic Goal 40				

4. ORGANIZATIONAL GOALS

2018-19 Progress Toward Attainment of Organizational Goals

	Organizational Goal	Measure Used to Evaluate Progress	Goal Met or Not Met	If Not Met, Describe Efforts School Will Take
Org Goal 1				
Org Goal 2				
Org Goal 3				
Org Goal 4				
Org Goal 5				
Org Goal 6				
Org Goal 7				
Org Goal 8				
Org				

Goal 9				
Org Goal 10				
Org Goal 11				
Org Goal 12				
Org Goal 13				
Org Goal 14				
Org Goal 15				
Org Goal 16				
Org Goal 17				
Org Goal 18				
Org Goal 19				
Org Goal 20				

5. Do have more organizational goals to add? (No response)

6. FINANCIAL GOALS

2018-19 Progress Toward Attainment of Financial Goals

	Financial Goals	Measure Used to Evaluate Progress	Goal Met or Not Met	If Not Met, Describe Efforts School Will Take
Financial Goal 1	2 Months of Cash Reserve on hand	Audited Financial Report	Met	FY8 Cash on Hand 426K FY19 Cash on Hand \$1m
Financial Goal 2				
Financial Goal 3				
Financial Goal 4				
Financial Goal 5				

7. Do have more financial goals to add? (No response)

2018-19 Progress Toward Attainment of Financial Goals

	Financial Goals	Measure Used to Evaluate Progress	Goal Met or Not Met	If Not Met, Describe Efforts School Will Take
Financial Goal 6				
Financial Goal 7				
Financial Goal 8				
Financial Goal 9				
Financial Goal 10				

Thank you.



Entry 4 Expenditures per Child

Created: 08/05/2019 • Last updated: 11/01/2019

NEW YORK FRENCH-AMERICAN CHARTER SCHOOLSection Heading

Financial Information

This information is required of ALL charter schools. Provide the following measures of fiscal performance of the charter school in Appendix B (Total Expenditures and Administrative Expenditures Per Child):

1. Total Expenditures Per Child

To calculate '**Total Expenditures per Child**' take total expenditures (from the unaudited 2018-19 Schedule of Functional Expenses) and divide by the year end FTE student enrollment. (Integers Only. No dollar signs or commas).

Note: *The information on the Schedule of Functional Expenses on pages 41-43 of the Audit Guide can help schools locate the amounts to use in the two per pupil*

calculations: [Audit Guide](#) available within the portal or on the NYSED website at: <http://www.p12.nysed.gov/psc/regentsoversightplan/otherdocuments/auditguide2018.pdf>.

Line 1: Total Expenditures	5106747
Line 2: Year End FTE student enrollment	287
Line 3: Divide Line 1 by Line 2	177934

2. Administrative Expenditures per Child

To calculate **'Administrative Expenditures per Child'** To calculate "Administrative Expenditures per Child" first *add* together the following:

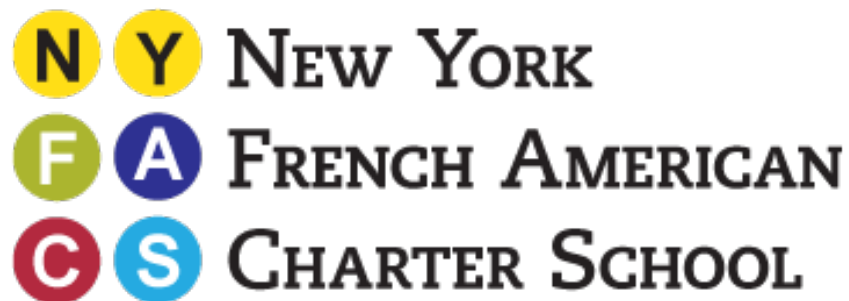
1. Take the relevant portion from the 'personnel services cost' row and the 'management and general' column (from the unaudited 2018 19 Schedule of Functional Expenses)
2. Any contracted administrative/management fee paid to other organizations or corporations
3. Take the total from above and divide it by the year end FTE enrollment. The relevant portion that must be included in this calculation is defined as follows:

Administrative Expenditures: Administration and management of the charter school includes the activities and personnel of the offices of the chief school officer, the finance or business offices, school operations personnel, data management and reporting, human resources, technology, etc. It also includes those administrative and management services provided by other organizations or corporations on behalf of the charter school for which the charter school pays a fee or other compensation. Do not include the FTE of personnel whose role is to directly support the instructional program.

Notes:
The information on the Schedule of Functional Expenses on pages 41-43 of the Audit Guide can help schools locate the amounts to use in the two per pupil calculations:
<http://www.p12.nysed.gov/psc/AuditGuide.html>.
Employee benefit costs or expenditures should not be reported in the above calculations.

Line 1: Relevant Personnel Services Cost (Row)	3132137
Line 2: Management and General Cost (Column)	517159
Line 3: Sum of Line 1 and Line 2	3649196
Line 5: Divide Line 3 by the Year End FTE student enrollment	12715

Thank you.



Audited Financial Statements In Accordance
With Government Auditing Standards

June 30, 2019

NEW YORK FRENCH AMERICAN CHARTER SCHOOL

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INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of
New York French American Charter School

Report on the Financial Statements

We have audited the accompanying financial statements of New York French American Charter School ("the School"), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of New York French American Charter School as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

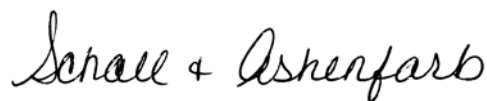
As discussed in Note 2 to the financial statements, the Foundation adopted Accounting Standards Update ("ASU") No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Our opinion is not modified with respect to this matter.

Report on Summarized Comparative Information

We have previously audited the School's 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 30, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2019 on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



Schall & Ashenfarb
Certified Public Accountants, LLC

October 28, 2019

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
STATEMENT OF FINANCIAL POSITION
AT JUNE 30, 2019
(With comparative totals at June 30, 2018)

	<u>6/30/19</u>	<u>6/30/18</u>
Assets		
Cash and cash equivalents	\$1,007,458	\$427,217
Government grants receivable	135,217	247,475
Accounts receivable - New York City		
Department of Education (Note 3)	0	12,514
Prepaid expenses and other receivables	54,658	65,747
Restricted cash (Note 4)	70,004	70,004
Security deposit	60,263	60,263
Fixed assets, net (Note 5)	319,324	440,940
	<u> </u>	<u> </u>
Total assets	<u>\$1,646,924</u>	<u>\$1,324,160</u>
Liabilities and Net Assets		
Liabilities:		
Accounts payable and accrued expenses	\$694,942	\$515,769
Advance payable - New York City		
Department of Education (Note 3)	2,599	0
Deferred grant revenue	27,136	7,736
Deferred rent	46,384	92,765
Total liabilities	<u>771,061</u>	<u>616,270</u>
Net assets:		
Without donor restrictions	859,981	688,760
With donor restrictions (Note 6)	15,882	19,130
Total net assets	<u>875,863</u>	<u>707,890</u>
	<u> </u>	<u> </u>
Total liabilities and net assets	<u>\$1,646,924</u>	<u>\$1,324,160</u>

The attached notes and auditor's report are an integral part of these financial statements.

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
(With comparative totals for the year ended June 30, 2018)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total 6/30/19</u>	<u>Total 6/30/18</u>
Public support and revenue:				
Public school district (Note 3):				
Revenue - resident student enrollment - NYC	\$4,392,711		\$4,392,711	\$4,018,706
Revenue - students with special education services - NYC	264,216		264,216	218,105
Subtotal public school district	4,656,927	0	4,656,927	4,236,811
Revenue - nonresident student enrollment	15,607		15,607	15,023
Total public school district	4,672,534	0	4,672,534	4,251,834
Government grants	620,020		620,020	578,498
Contributions and other revenue	9,339		9,339	21,548
Net assets released from restriction (Note 6)	3,248	(3,248)	0	0
Total public support and revenue	5,305,141	(3,248)	5,301,893	4,851,880
Expenses:				
Program services:				
Regular education	3,715,692		3,715,692	3,158,150
Special education	869,008		869,008	883,798
Total program services	4,584,700	0	4,584,700	4,041,948
Supporting services:				
Management and general	537,608		537,608	569,614
Fundraising	11,612		11,612	41,720
Total supporting services	549,220	0	549,220	611,334
Total expenses	5,133,920	0	5,133,920	4,653,282
Change in net assets	171,221	(3,248)	167,973	198,598
Net assets - beginning of year	688,760	19,130	707,890	509,292
Net assets - end of year	\$859,981	\$15,882	\$875,863	\$707,890

The attached notes and auditor's report are an integral part of these financial statements.

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2019
(With comparative totals for the year ended June 30, 2018)

	Program Services			Supporting Services			Total Expenses	Total Expenses
	Regular Education	Special Education	Total Program Services	Management and General	Fundraising	Total Supporting Services	6/30/19	6/30/18
Salaries	\$1,820,866	\$450,952	\$2,271,818	\$233,772	\$4,952	\$238,724	\$2,510,542	\$2,357,811
Fringe benefits and payroll taxes	435,191	107,778	542,969	55,871	1,185	57,056	600,025	604,174
Retirement	35,352	8,755	44,107	4,539	96	4,635	48,742	48,176
Total personnel costs	2,291,409	567,485	2,858,894	294,182	6,233	300,415	3,159,309	3,010,161
Legal fees			0	52,004		52,004	52,004	39,437
Professional fees - other	304,305	43,003	347,308	40,740	195	40,935	388,243	208,889
Recruitment	12,673	3,139	15,812	1,627	34	1,661	17,473	10,537
Supplies and materials	60,236	6,539	66,775			0	66,775	81,583
Office expenses	32,161	6,999	39,160	3,236	69	3,305	42,465	41,080
Student services	60,777	6,597	67,374		2,507	2,507	69,881	92,254
Travel and conferences	2,161	535	2,696	278	6	284	2,980	2,324
Insurance	31,389	7,774	39,163	4,030	85	4,115	43,278	32,985
Technology	52,545	13,014	65,559	6,745	143	6,888	72,447	71,162
Equipment and furniture	7,570	822	8,392	1,559		1,559	9,951	12,324
Repairs and maintenance	201,738	49,962	251,700	25,902	548	26,450	278,150	207,342
Building rent	394,584	97,722	492,306	50,659	1,073	51,732	544,038	485,084
Utilities	120,327	29,800	150,127	15,449	327	15,776	165,903	157,163
Depreciation	124,629	30,865	155,494	16,000	340	16,340	171,834	174,061
Other	19,188	4,752	23,940	25,197	52	25,249	49,189	26,896
Total other than personnel costs	1,424,283	301,523	1,725,806	243,426	5,379	248,805	1,974,611	1,643,121
Total expenses	\$3,715,692	\$869,008	\$4,584,700	\$537,608	\$11,612	\$549,220	\$5,133,920	\$4,653,282

The attached notes and auditor's report are an integral part of these financial statements.

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2019
(With comparative totals for the year ended June 30, 2018)

	<u>6/30/19</u>	<u>6/30/18</u>
Cash flows from operating activities:		
Change in net assets	\$167,973	\$198,598
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	171,834	174,061
Changes in assets and liabilities:		
Government grants receivable	112,258	6,235
Accounts receivable - New York City Department of Education	12,514	(12,514)
Prepaid expenses and other receivables	11,089	(48,579)
Accounts payable and accrued expenses	179,173	54,296
Advance payable - New York City Department of Education	2,599	(16,381)
Deferred grant revenue	19,400	7,736
Deferred rent	(46,381)	(27,055)
Total adjustments	<u>462,486</u>	<u>137,799</u>
Net cash provided by operating activities	<u>630,459</u>	<u>336,397</u>
Cash flows from investing activities:		
Purchase of fixed assets	<u>(50,218)</u>	<u>(44,883)</u>
Net cash used for investing activities	<u>(50,218)</u>	<u>(44,883)</u>
Net increase in cash and cash equivalents	580,241	291,514
Cash and cash equivalents - beginning of year	<u>427,217</u>	<u>135,703</u>
Cash and cash equivalents - end of year	<u><u>\$1,007,458</u></u>	<u><u>\$427,217</u></u>
Supplemental disclosures:		
Interest and taxes paid	<u><u>\$0</u></u>	<u><u>\$0</u></u>

The attached notes and auditor's report are an integral part of these financial statements.

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019

Note 1 - Organization and Nature of Activities

New York French American Charter School ("the School"), located in Manhattan, New York, is a not-for-profit education corporation chartered by the University of the State of New York. The School provides a full range of educational services appropriate for pre-kindergarten through seventh grade. The School completed the 2018-2019 fiscal year, with an average enrollment of approximately 287 students. The School is a publicly funded, privately managed school, which is independent of the New York City Department of Education ("NYCDOE").

The School has been operating under a charter granted by the University of the State of New York, Education Department that expires on June 30, 2022.

The School has been notified by the Internal Revenue Service that it is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been made. The School has not been designated as a private foundation.

Note 2 - Significant Accounting Policies

a. Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting which is the process of recognizing revenue and expenses when earned or incurred rather than received or paid.

Effective July 1, 2018, the School adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016-14 – Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). This standard addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions. A footnote on liquidity has also been added (Note 11). The changes required by the update have been applied retrospectively to all periods presented.

b. Basis of Presentation

The School reports information regarding their financial position and activities according to the following classes of net assets:

- *Net Assets Without Donor Restrictions* – represent those resources for which there are no restrictions by donors as to their use.
- *Net Assets With Donor Restrictions* – represent those resources, the uses of which have been restricted by donors to specific purposes or the passage of time and/or must remain intact, in perpetuity. The release from restrictions results from the satisfaction of the restricted purposes specified by the donor.

c. Revenue Recognition

Public school district revenue is recognized based on rates established by the School's funding source and the amount realizable on the accrual basis in the period during which services are provided.

All government grants have been recognized as income when earned, either based on performance of certain milestones or by incurring expenses that can be reimbursed under the terms of the grant agreement. The difference between cash received and revenue recognized is reflected as government grants receivable or refundable advances.

Contributions are recognized at the earlier of when cash is received or at the time a pledge becomes unconditional in nature. Contributions are recorded in the net asset classes referred to above depending on the existence and/or nature of any donor-imposed restriction. When a restriction expires, that is, when a stipulated time restriction ends, or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions. If donor restricted contributions are satisfied in the same period they were received, they are classified as without donor restrictions.

Contributions expected to be received within one year are recorded at net realizable value. Long-term pledges are recorded at fair value, using risk-adjusted present value techniques. Conditional contributions are recognized as income when the conditions have been substantially met.

d. Cash and Cash Equivalents

The School considers all liquid instruments with an initial maturity of three months or less to be cash and cash equivalents.

e. Concentration of Credit Risk

Financial instruments, which potentially subject the School to concentration of credit risk, consist of cash and money market accounts, which have been placed with a financial institution that management deems to be creditworthy. At times, and at year end, balances may exceed federally insured limits. A significant portion of the funds is not insured by the FDIC or related entity; however, the School has not experienced any losses from these accounts.

f. Allowance for Uncollectible Receivables

Management has not established a reserve for bad debt because they deem all receivables to be fully collected based on specific identification and analysis. Write-offs will be recorded as an expense in the year they are deemed to be uncollectible.

g. Fixed Assets and Capitalization Policy

Furniture, equipment and leasehold improvements are stated at cost or at fair value on the date of the gift, if donated. The School capitalizes fixed assets in excess of pre-defined amounts that have a useful life of more than one year. Depreciation is computed using the straight-line method over the estimated useful life of the respective assets as follows:

Office equipment – *5 years*

Computer equipment – *3 years*

Furniture and fixtures – *7 years*

Leasehold improvements – *Life of lease*

h. Deferred Rent

Rent expense is recorded on the straight-line basis over the life of the lease. Rent expense recognized in excess of cash payments, due to free rent received at the beginning of the lease, is reflected as deferred rent. As future payments exceed the annual expense recognized, deferred rent will be reduced to zero by the end of the lease term.

i. Donated Services

Donated services are recognized in circumstances where those services create or enhance non-financial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased, if not provided in-kind.

Board members and other individuals volunteer their time and perform a variety of tasks that assist the School. These services do not meet the criteria outlined above and have not been recorded in the financial statements.

j. Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the accompanying financial statements. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of Allocation
Salaries	Time and effort
Fringe benefits and payroll taxes	Salary Allocation
Retirement	Salary Allocation
Professional fees - other	Salary Allocation, Student Full-Time Equivalent ("FTE")
Recruitment	Salary Allocation
Supplies and materials	Student FTE
Office expenses	Salary Allocation, Student FTE
Student services	Student FTE
Travel and conferences	Salary Allocation
Insurance	Salary Allocation
Technology	Salary Allocation
Equipment and furniture	Student FTE
Repairs and maintenance	Salary Allocation
Building rent	Salary Allocation
Utilities	Salary Allocation
Depreciation	Salary Allocation
Other	Salary Allocation

All other expenses have been charged directly to the applicable program or supporting services.

k. Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

l. Summarized Comparative Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the School's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

m. Accounting for Uncertainty in Income Taxes

The School does not believe its financial statements include any material, uncertain tax positions. Tax returns for periods ending June 30, 2016 and later are subject to examination by applicable taxing authorities.

n. New Accounting Pronouncement

On June 21, 2018, the Financial Accounting Standards Board (FASB) issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU which becomes effective for the June 30, 2020 year, provides guidance on whether a receipt from a third-party resource provider should be accounted for as a contribution (nonreciprocal transaction) within the scope of Topic 958, Not-for-Profit Entities, or as an exchange (reciprocal) transaction.

In addition, FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*. The ASU, which becomes effective for the June 30, 2020 year, focuses on a principle-based model. It highlights the identification of performance obligations of the contract, determining the price and allocating that price to the performance obligation so that revenue is recognized as each performance obligation is satisfied.

Lastly, FASB issued ASU No. 2016-02, *Leases*. The ASU, which becomes effective for the June 30, 2021 year, requires the full obligation of long-term leases to be recorded as a liability with a corresponding "right to use asset" on the statement of financial position.

Management is in the process of evaluating the impact these standards will have on future financial statements.

o. Subsequent Events

Management has evaluated for potential recognition and disclosure events subsequent to the date of the statement of financial position through October 28, 2019, the date the financial statements were available to be issued. No events have occurred subsequent to the statement of financial position date, through our evaluation date that would require adjustment to or disclosure in the financial statements.

Note 3 - Accounts Receivable/(Advance Payable) – New York City Department of Education

	<u>6/30/19</u>	<u>6/30/18</u>
Beginning receivable/ (advance payable)	\$12,514	(\$16,381)
Payments recovered	0	16,381
Funding based on allowable FTEs	4,656,927	4,236,811
Advances received	<u>(4,672,040)</u>	<u>(4,224,297)</u>
Ending (advance payable)/ receivable	<u>(\$2,599)</u>	<u>\$12,514</u>

Note 4 - Restricted Cash

An escrow account has been established to meet the requirement of NYCDOE. The purpose of this account is to ensure sufficient funds are available for an orderly dissolution or transition process in the event of termination of the charter or school closure.

Note 5 - Fixed Assets

At year end, fixed assets consist of the following:

	<u>6/30/19</u>	<u>6/30/18</u>
Leasehold improvements	\$946,502	\$926,731
Furniture and equipment	<u>269,364</u>	<u>238,917</u>
	1,215,866	1,165,648
Less: accumulated depreciation	<u>(896,542)</u>	<u>(724,708)</u>
Fixed assets, net	<u>\$319,324</u>	<u>\$440,940</u>

Note 6 - Net Assets with Donor Restrictions

The activity of net assets with donor restrictions is as follows:

	June 30, 2019			
	Beginning Balance <u>7/1/18</u>	<u>Contributions</u>	Released from <u>Restrictions</u>	Ending Balance <u>6/30/19</u>
Purchase of smartboards	\$9,868	\$0	\$0	\$9,868
School leadership	2,700	0	(2,700)	0
Music	3,126	0	0	3,126
Italian Language Tutoring	2,888	0	0	2,888
Gardening	<u>548</u>	<u>0</u>	<u>(548)</u>	<u>0</u>
Total	<u>\$19,130</u>	<u>\$0</u>	<u>(\$3,248)</u>	<u>\$15,882</u>

	June 30, 2018			
	Beginning Balance <u>7/1/17</u>	<u>Contributions</u>	Released from <u>Restrictions</u>	Ending Balance <u>6/30/18</u>
Purchase of smartboards	\$9,868	\$0	\$0	\$9,868
School leadership	2,700	0	0	2,700
Music	3,126	0	0	3,126
Italian Language Tutoring	0	2,888	0	2,888
Gardening	<u>548</u>	<u>0</u>	<u>0</u>	<u>548</u>
Total	<u>\$16,242</u>	<u>\$2,888</u>	<u>\$0</u>	<u>\$19,130</u>

Note 7 - Significant Concentrations

The School is dependent upon grants from NYDOE to carry out its operations. Approximately 88% and 87% of the School's total support and revenue was from NYCDOE for the years ended June 30, 2019 and 2018, respectively.

Note 8 - Line of Credit

The School has a \$50,000 revolving line of credit with a financial institution. At June 30, 2019 and 2018, the entire line was available.

Note 9 - Retirement Plan

The School sponsors a 401(k) profit sharing plan. Employees that were employed on January 1, 2011 or who have completed at least 1,000 hours of work and are employed on the last day of the plan year are eligible to participate. Eligible employees may designate a percentage of their salaries, subject to regulatory limits, to be contributed to the plan on a pre-tax basis. The plan provides for discretionary employer matching contributions on an annual basis for eligible employees. In September 2013, the School reached an agreement with the United Federation of Teachers ("UFT"), and agreed to match up to 4% of eligible employees' salaries to the 401(k), effective November 1, 2013, and up to 5% effective September 1, 2014. Employer contributions were \$48,742 and \$48,176 for the years ended June 30, 2019 and 2018, respectively.

Note 10 - Commitments and Contingencies

- a. Government contracts are subject to audit by the grantor. Management does not anticipate any material disallowances to result from those audits and has not established any reserves. Any disallowances will be expensed when a liability becomes probable of requiring a payout.
- b. Under the agreement referred to earlier with UFT, the School recognizes UFT as the exclusive collective bargaining representative of the school faculty. Although the agreement expired September 30, 2018, the School entered into a new agreement with UFT in February 2019 effective for the period July 1, 2018 through August 2022. Approximately 80% and 79% of employees were subject to the collective bargaining agreement for the year ended June 30, 2019 and June 30, 2018, respectively.
- c. The School has an operating lease for classroom space and administrative offices that expires in June 2020, with an option to extend the lease for an additional five years. Additionally, in August 2018, the School entered into an agreement with the Police Athletic League, Inc. to use Harlem Center from August 29, 2018 through June 29, 2019 for \$55,000. Total rent expense for the years ended June 30, 2019 and June 30, 2018 is \$544,038 and \$485,084, respectively.

Future minimum lease payments are as follows:

Year ending:	June 30, 2020	<u>\$531,465</u>
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Note 11 - Availability and Liquidity

The School maintains cash on hand to be available for its general expenditures, liabilities, and other obligations for on-going operations. As part of its liquidity management plan, the School operates its programs within a board approved budget and relies on earned income and contributions to fund its operations and program activities.

Financial assets at year-end:

Cash and cash equivalents	\$1,007,458	
Government grants receivable	<u>135,217</u>	
Total financial assets		\$1,142,675

Less amounts not available for general expenditures – donor-imposed restrictions	<u>(15,882)</u>
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Financial assets available to meet cash needs for general expenditures within one year	<u>\$1,126,793</u>
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As of June 30, 2019, there are no internal or external limits imposed on the School's financial assets.

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS***

To the Board of Trustees of
New York French American Charter School

Report on the Financial Statements

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of New York French American Charter School ("the School"), which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended and the related notes to the financial statements, and have issued our report thereon dated October 28, 2019.

Internal Control over Financial Reporting

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

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

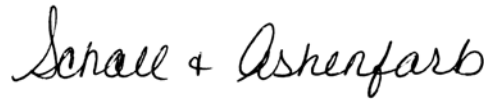
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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



Schall & Ashenfarb
Certified Public Accountants, LLC

October 28, 2019

**NEW YORK FRENCH AMERICAN CHARTER SCHOOL
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
JUNE 30, 2019**

Current Year:

None

Prior Year:

2018-001 – This condition has been resolved



Entry 5c Additional Financial Docs

Last updated: 10/31/2019

The additional items listed below should be uploaded if applicable. Please explain the reason(s) if the items are not included. Examples might include: a written management letter was not issued; the school did not expend federal funds in excess of the Single Audit Threshold of \$750,000; the corrective action plan will be submitted by the following date (should be no later than 30 days from the submission of the report); etc.

Section Heading

1. Management Letter

<https://nysed.cso.reports.fluidreview.com/resp/119039111/8mMlunnVv3/>

Explanation for not uploading the Management Letter. (No response)

2. Form 990

(No response)

Explanation for not uploading the Form 990. Extension Filed

3. Federal Single Audit

Note: A copy of the Federal Single Audit must be filed with the Federal Audit Clearinghouse. Please refer to OMB Uniform Guidelines for the federal filing requirements.

(No response)

Explanation for not uploading the Federal Single Audit. N/A

4. CSP Agreed Upon Procedure Report

(No response)

Explanation for not uploading the procedure report. N/A

5. Evidence of Required Escrow Account

Note: For BOR schools chartered or renewed after the 2017-2018 school year, the escrow account per school is \$100,000.

https://nysed_cso_reports.fluidreview.com/resp/119039111/pN6H0Nalce/

Explanation for not uploading (No response)
the Escrow evidence.

6. Corrective Action Plan

A **Corrective Action Plan** for Audit Findings and Management Letter Recommendations, which must include:

- a. The person responsible
- b. The date action was taken, or will be taken
- c. Description of the action taken
- d. Evidence of implementation (if available)

https://nysed_cso_reports.fluidreview.com/resp/119039111/JDKdnGTC4H/

Explanation for not uploading (No response)
the Corrective Action Plan.

Communication with Those Charged with Governance

To the Board of Trustees of
The New York French American Charter School

We have audited the financial statements of The New York French American Charter School (“the School”) for the year ended June 30, 2019 and have issued our report thereon dated October 28, 2019. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under Generally Accepted Auditing Standards

As stated in our engagement letter dated June 24, 2019, our responsibility, as described by professional standards, is to plan and perform our audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement and are fairly presented in accordance with generally accepted accounting principles. Because of the concept of reasonable assurance and because we did not perform a detailed examination of all transactions, there is a risk that material errors, fraud, or other illegal acts may exist and not be detected by us. Our audit of the financial statements does not relieve you or management of your responsibilities.

Planned Scope of Audit

We performed our audit according to the plan previously communicated to you in our engagement letter and subsequent conversations during the planning phase.

Significant Accounting Policies

Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. For 2019, the Organization adopted **ASU 2016-14, Presentation of Financial Statements of Not-for-Profit Entities**. The effects of this are summarized in Note 2, to the financial statements, along with other significant policies. Other than this, no new accounting policies were adopted during the year under audit.

We did not note any other transactions entered into by the Organization during the year that were both significant and unusual, and of which, under professional standards, we are required to inform you, or transactions for which there is a lack of authoritative guidance or consensus.

Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates used in preparing the financial statements were as follows:

- Estimate for collectability of grants receivable
- Fixed asset depreciation methods and useful lives
- The allocation of expenses into program, management and fundraising categories

We evaluated the key factors and assumptions used to develop the above estimate in determining that it was reasonable in relation to the financial statements taken as a whole. The disclosures in the financial statements are neutral, consistent and clear.

Significant Audit Adjustments

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management.

For purposes of this letter, professional standards define a significant audit adjustment as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no adjustments of this kind.

Management agreed with all proposed adjustments. These adjustments have been included as part of the audited financial statements presented. There are no known adjustments that have not been recorded.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Issues Discussed Prior to Retention of Independent Auditors

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management prior to retention as the auditors. There were no specific matters of this nature discussed prior to our retention.

Difficulties Encountered in Performing the Audit

There were no significant difficulties encountered in performing the audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter.

Industry Updates

We would like to update you on several newly issued standards and provide an overview of other matters that impact the nonprofit sector. To summarize:

Accounting Updates

As you probably know by now, the FASB new accounting standard, ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* is now effective

The new ASU impacts substantially all not-for-profits as well as donors, grantor, creditors, and others that use their financial statements. That includes charities, foundations, private colleges and universities, nongovernmental health care providers, cultural institutions, religious organizations, and trade associations, among others. The major changes to financial reporting of not-for-profit organizations can be summarized as follows:

- Net assets are streamlined into two categories: net assets that contain donor restrictions and net assets that do not contain donor restrictions. This will have a major impact on organizations with endowments as the financial statements will no longer have a permanently restricted class of net assets. There will also be a change to how underwater endowments will be reported, including enhanced disclosures.
- The new regulations retain current requirements to provide information about the nature and amounts of different types of donor-imposed restrictions, highlighting how those restrictions affect the use of resources, including liquidity.
- The "placed in service" option for releasing donor restrictions is removed on capital projects.
- Enhanced disclosures are required about how an organization defines their measure of operations if used on their statement of activities. (See below for additional matters on this topic that will be in the second work stream.)
- The new standards include some specific requirements directed at improving a financial statement user's ability to assess a not-for-profit's available financial resources and its management of liquidity and liquidity risk. Specifically, qualitative information that communicates how a not-for-profit manages its liquid available resources to meet cash needs for general expenditures within one year of the balance sheet date will be required. In addition, quantitative information that communicates the availability of a not-for-profit's

financial assets at the balance sheet date to meet cash needs for general expenditures within one year of the balance sheet date will be required. Factors to be considered will include external limits imposed by donors, grantors, laws and contracts with others as well as internal limits imposed by governing board decisions.

- All not-for-profits are now required to provide expenses by nature and function. This could be on the face of the statement of activities, as a separate statement or in the notes.
- Allowing the direct method of reporting on the statement of cash flows but not making it a mandatory requirement. The reconciliation of change in net assets to change in cash flows for the period will be eliminated if the direct method of reporting is elected to encourage entities to consider changing to the direct method.

We have worked with your staff to help implement this important new standard.

FASB New Accounting Standard – Accounting Standards Update No. 2018-08

On June 21, 2018, the Financial Accounting Standards Board ("[FASB](#)") issued Accounting Standards Update ("[ASU](#)") No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The ASU provides guidance on whether a receipt from a third-party resource provider falls under the contributions standard or whether it is an exchange transaction.

When a resource provider does not receive commensurate value, they are required to follow the contribution guidance. This standard, for the first time, provides information about how to make this evaluation. The ASU also provides a framework for determining whether a contribution is conditional or unconditional and for distinguishing a donor-imposed condition from a donor-imposed restriction. This is important because it impacts when revenue will be recognized.

Specifically, the ASU explains how a not-for-profit entity determines whether a resource provider is participating in an exchange transaction. Basically, the not-for-profit should evaluate whether the resource provider is receiving value in return for the resources transferred based on the following criteria:

- A resource provider (including a private foundation, a government agency, or other) is not synonymous with the general public. The indirect benefit received by the public as a result of the assets transferred is not equivalent to commensurate value received by the resource provider.
- Execution of a resource provider's mission or the positive sentiment from acting as a donor would not constitute commensurate value received by a resource provider for purposes of determining whether a transfer of assets is a contribution or an exchange.

This evaluation will have the biggest impact on government grants for those entities that have such transactions. Under this new guidance, most government grants will likely be evaluated as a contribution rather than an exchange transaction. However, the revenue recognition may not change in many cases as the contribution is likely to be considered conditional, which has the same recognition principles as does an exchange transaction.

The factors to determine whether a contribution is conditional is based on whether the agreement includes a barrier that must be overcome **and** either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets. A probability assessment about whether the

recipient is likely to meet a stipulation is not a factor when determining whether the agreement contains a barrier. In addition, a contribution containing stipulations that are not clearly unconditional shall be presumed to be conditional.

The ASU modifies the simultaneous release option, currently in GAAP, which allows a not-for-profit organization to recognize a restricted contribution directly in net assets without donor restrictions if the restriction is met in the same period that the revenue is recognized. This option may now be elected for all restricted contributions that were initially classified as conditional without having to elect it for all other restricted contributions and investment returns.

A not-for-profit entity that has not issued, or is not a conduit bond obligor for, securities that are traded, listed, or quoted on an exchange or an over-the-counter market would apply the new standard to annual reporting periods beginning after December 15, 2018 (a calendar year organization will apply for their December 31, 2019 financial statements and a fiscal year entity will apply during their fiscal year that ends in 2020).

Early adoption is permitted.

The ASU should be applied on a modified prospective basis where there is no cumulative effect adjustment to opening net assets and no restatement of prior period results.

Retrospective application is also permitted.

FASB New Accounting Standard – Accounting Standards Update No. 2016-02

On February 25, 2016, the FASB issued an ASU No. 2016-02, *Leases*. Under this standard, all leases, including operating leases, with terms of more than twelve months will be required to be reflected as assets and liabilities on the statement of financial position. The asset will be for the rights to use the property, equipment or space and the liability will be for the total obligations created by that lease.

For most not-for-profit entities, this ASU will be effective for periods beginning after December 15, 2019, which for practical purposes will be years ending December 31, 2020 and fiscal year entities that end in 2021. During the time before implementation is required, it is important for you to determine how this change will impact your organization. Important financial ratios and measures will change, and that is especially relevant to organizations that have loans with debt covenants.

FASB New Accounting Standard – Accounting Standards Update No. 2014-09

In May 2014, FASB issued an ASU No. 2014-09, *Revenue from Contracts with Customers*. This eliminates the majority of industry specific regulations and focuses more on a principles-based model. This standard applies to exchange transactions that many nonprofits currently have such as tuition, membership dues, licenses and royalties. This standard clearly excludes contributions.

The five-step revenue model highlights the identification of performance obligations of the contract, determining the price and allocating that price to the performance obligation so that revenue is recognized as each performance obligation is satisfied. For nonprofit organizations that do not have public debt, this standard is applicable for calendar 2019 entities or those with a fiscal year that ends during 2020.

IRS Updates

Tax Cuts and Jobs Act – Tax Reform Bill

On December 22, 2017, President Trump signed into law H.R. 1, known as the Tax Cuts and Jobs Act, commonly referred to as the Tax Reform Bill. The bill has many aspects which impact non-profit organizations:

- Fringe benefit expenses: non-profit organizations are now potentially subject to a new unrelated business income tax of 21% if they offer certain qualified transportation fringe benefits such as parking and public transit benefits, effective January 1, 2018. This currently may apply to both employers who pay for these benefits or are withholding the cost of these benefits from the employee's salary (with the employee receiving the benefits on a pre-tax basis). Thus, qualified transportation fringe benefits, such as TransitCheck (which is required by NYC Law to be offered by employers with 20 or more full-time, non-union employees), could subject non-profit organizations to the new tax. Such organizations would then be required to file a 990-T, *Exempt Organization Business Income Tax Return*.

The New York State Assembly and Senate passed a bill that decouples the state tax code from the federal tax code in regard to this area. Governor Cuomo signed the bill into law in late December 2018, thus, organizations that are required to pay the federal tax would not be subject to the state's 9% tax.

Additionally, in June 2018, a bill was introduced in the U.S. House of Representatives which would completely repeal the unrelated business income tax on these fringe benefits.

- Excise taxes on executive compensation: the bill puts in to place a 21% excise tax on executive compensation paid by a non-profit organization in excess of \$1,000,000.
- Unrelated business income tax: the bill requires organizations that have more than one unrelated trade or business to compute their unrelated business taxable income for each individual trade or business. Thus, losses from one business may no longer be used to offset income from another line of business.

Furthermore, the bill made two changes to individual taxpayer filings that stand to have an impact on charitable giving. First, the bill increases the adjusted gross income limitation on cash contributions from 50% to 60%. Second, the bill doubles the standard deduction, beginning in 2018 through 2025, which will have the impact of reducing the number of taxpayers who itemize their deductions and thus reducing the number of taxpayers for whom the charitable deduction will be utilized.

Lastly, of note there are some items that were included in previous versions of the bill that ultimately did not get included in the final bill:

- The "Johnson Amendment": the bill ultimately did not modify or repeal the prohibition of 501(c)3 organizations from participating in political campaigns.
- Royalties income: the final bill did not include a provision to impose unrelated business income taxes on royalties received from licensing an organization's name or logo.

- Private foundations: ultimately, the bill did not revise the current excise tax structure on net investment income.

IRS Online Tools

The IRS introduced a new online tool designed to provide faster, easier access to publicly available information about exempt organizations. The new Tax Exempt Organizations Search (“TEOS”) provides an update to EO Select Check. Among the enhancements, the new TEOS tool includes images of newly-filed Form 990’s and is mobile-device friendly.

IRS Issues Revenue Procedure 2018-32

The IRS issued Revenue Procedure 2018-32 in order to provide more easily accessible guidance to grantors and contributors to tax-exempt organizations on deductibility and reliance issues. The procedure sets forth the extent to which grantors and contributors may rely on the listing of an organization in the IRS’s databases of organizations eligible to receive tax-deductible contributions.

Government Auditing Updates

OMB issues memorandum M-18-18

On June 20, 2018, OMB issued memorandum M-18-18 titled, *Implementing Statutory Changes to the Micro-Purchase and Simplified Acquisition Thresholds for Financial Assistance*. The memorandum states that increases to the micro-purchase threshold will be \$10,000 and the simplified acquisition threshold will be \$250,000 effective upon issuance of this memo.

New Yellow Book Issued

In July 2018, the Government Accountability Office released the 2018 revision of *Government Auditing Standards* (often referred to as The Yellow Book or GAGAS). The areas with significant changes from the previous (2011) edition of The Yellow Book include:

- A new format and organization,
- Independence,
- CPE requirements,
- Peer review,
- Internal control,
- Waste and abuse, and
- Reviews of financial statements.

The most significant changes in this edition of the Yellow Book have to do with non audit services in relation to independence requirements.

The 2018 revision supersedes the 2011 Yellow Book, the 2005 *Government Auditing Standards: Guidance on GAGAS Requirements for Continuing Professional Education* and the 2014 *Government Auditing Standards: Guidance for Understanding the New Peer Review Ratings*.

The 2018 Yellow Book is effective for financial audits, attestation engagements and reviews of financial statements for periods ending on or after June 30, 2020. It is effective for performance audits beginning on or after July 1, 2019. Early implementation is not permitted.

Proposed Changes to Data Collection Form

The Federal Audit Clearinghouse (FAC) has issued proposed revisions to the data collection form (DCF) in a recent Federal Register notice. This proposal will not impact 2018 single audits but if the revisions are enacted, would impact single audits for 2019, 2020 and 2021. The following is a summary of those changes:

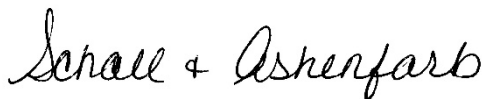
- The audit finding information currently required to be included in the form would be expanded to include the actual text of the audit finding.
- Auditors would be asked to indicate whether there was communication to the auditee in a written document relating to any issues that were not an audit finding but warranted the attention with those charged with governance.
- Auditees would be required to include the text of their corrective action plans.
- Auditees would also be required to include the text of the notes to the schedule of expenditures of federal award.

In addition, there will be a mechanism for entities to voluntarily self-report that they did not meet the threshold to require a single audit and this information would be posted on the FAC web site.

Independence Issues

Schall & Ashenfarb, CPA's, LLC is not aware of any relationships that our firm, or any employees thereof, has with The New York French American Charter School or any of its board members that, in our professional judgment may impair our independence.

This information is intended solely for the use of the Board of Trustees, and management of The New York French American Charter School and should not be used for any other purpose.


Schall & Ashenfarb
Certified Public Accountants, LLC

October 28, 2019



IRA L. SCHALL, CPA
DAVID C. ASHENFARB, CPA
MICHAEL L. SCHALL, CPA

June 24, 2019

Mr. Richard Ortoli
Chairman
And Those Charged with Governance
New York French American Charter School
311 West 120th Street
New York, NY 10027

Via e mail

Dear Mr. Ortoli:

We are pleased to confirm our understanding of the services we are to provide for New York French American Charter School for the year ended June 30, 2019.

We will audit the statement of financial position of New York French American Charter School as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended and the notes to the financial statements.

Audit Objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with management in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement and may withdraw.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance and (2)

EXHIBIT 1

the report is also an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that New York French American Charter School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining internal controls, including monitoring ongoing activities and for helping to ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contract, and grant agreements. **Management is responsible** for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. Generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. **A partner will present the results of our audit to your audit committee or your board of directors (in person or by teleconference).**

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. **Management is also responsible** for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the organization from whom we determine it necessary to obtain audit evidence.

Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. **Your responsibilities include** informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, **you are responsible** for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

EXHIBIT 1

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. **Management is also responsible** for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. **The Organization is also responsible for providing** management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the tax services, financial statements, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter the tax services provided and our assistance with the preparation of the financial statements and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other nonattest services we provide; you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

If you use a financial consultant to review your books, prepare journal entries or prepare financial statements we will request certain representation from them as well. **Because of the importance of management's representations to an effective audit, failure of management or their financial consultants to provide representations to us in the form of a representation letter will cause our auditors opinion to be a "disclaimer" for a scope limitation.**

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to New York French American Charter School or to acts by management or employees acting on behalf of New York French American Charter School. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because **we will not perform a detailed examination of all transactions**, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any

EXHIBIT 1

violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors' is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected funding sources, creditors, and financial institutions. We will also request written representations from New York French American Charter School's attorneys as part of the engagement, and they may bill New York French American Charter School for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters, compliance with laws, resolutions, contracts, and grant agreements, and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of New York French American Charter School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your Organization. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend your board of directors' meetings.

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In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the Organization in preparing the financial statements and related footnote disclosures based on information in the trial balance and other information that comes to our attention during the course of the engagement. It is critical that you have an understanding and agree with all information in the financial statements, since they are the entity's, and not the auditors'. We agree to review the financial statements with management in sufficient detail to enable you to gain this required understanding and agreement.

We will prepare the tax returns in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants as outlined separately below.

Audit Administration and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. Certain financial institutions may charge us for this and the cost will be passed on to you. We will send a template in Word format for use with confirmation requests.

David Ashenfarb is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign it. Please contact us to discuss a date that we can begin the audit and outline a plan for delivery of draft and final documents to you. Our audit engagement ends on delivery of financial reports; however, we are still available for routine conversations without charge until either party has officially terminated the relationship. Any follow-up services that might be required will be considered a new engagement.

We will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Schall & Ashenfarb, CPAs, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to your funding source or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Schall & Ashenfarb's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Government Regulator. The Regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Government Regulator. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

EXHIBIT 1

E-mail Communication

In connection with this engagement, we may communicate with you or others via e-mail. As e-mails can be intercepted, disclosed, used, and/or otherwise communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed, we cannot ensure that e-mails from us will be properly delivered and read only by the addressee. Therefore, we disclaim and waive any liability for interception or unintentional disclosure of e-mail transmissions, or for the unauthorized use or failed delivery of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage arising from the use of e-mail, including any punitive, consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure of confidential information.

Posting of Audit Report and Financial Statements on Your Web Site

You agree that, if you plan to post an electronic version of the financial statements and audit report on your Web site, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your Web site and the signed version of the financial statements and audit reports provided to management by us. You also agree to indemnify us from any and all claims that may arise from any differences between the electronic and signed copies.

Taxes

As part of our engagement, we will also prepare the federal information return (Form 990). In order to prepare complete and accurate returns, we will require you to provide certain information about board governance policies, which may also include, but not be limited to, providing salary amounts for employees greater than \$100,000, contractors for professional services in excess of the same amount, names, addresses and dollar amounts of large contributors in excess of certain calculated amounts and other matters that are not generally covered during the audit. If the information is not provided to us timely, you will not hold us responsible for any penalties incurred for incomplete information.

We will send you an authorization form so that we can file your federal taxes electronically. If we do not receive the form back, or you prefer not to file electronically, we will send you hard copies to file. We will also send you electronic copies for your records unless we receive a specific request for hard copies.

As a result of the Tax Cut and Jobs Act passed in December 2017, exempt organizations may now be subject to unrelated business income taxes in connection with providing certain fringe benefits to its employees after December 31, 2017. This information is required to be filed on form 990-T. If it is determined that such a filing will be necessary for your organization, a fee of \$500 will be billed for the preparation of the return.

Fee

Our fee will be \$16,000. At the completion of the audit, we will provide electronic versions of the audited financial statements, management letter (if applicable) and communications with those charged with governance and 10 copies of the final report without charge. Any additional copies

EXHIBIT 1

will cost \$5 per report. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If applicable, we will charge you other out of pocket costs such as postage for confirmations, fees incurred for certain electronic bank confirmations and setting up conference calls through our phone center, etc. Our fee will be billed monthly and is payable upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest at 1% per month (not to exceed the maximum amount permitted by law.) In the event any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation attorney's fees.

A payment is required upon the signing of this letter in the amount of \$4,000. If we terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We understand that the School will receive CSP funding, and the grantor may require a separate "agreed upon procedures report". The terms of this engagement do not include additional services required to prepare a separate agreed upon procedures report. A separate agreement outlining the scope of work and related fees is being presented simultaneous to this agreement.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your Organization in the performance of our services. Any discussions that you have with personnel of our Firm regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of your Organization. However, we will provide advice and recommendations to assist management of the Organization in performing its functions and fulfilling its responsibilities.

We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Organization must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

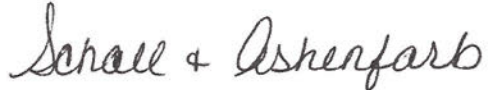
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

EXHIBIT 1

We have attached a brief questionnaire that will help us plan the timing of the engagement to ensure you receive documents in your desired time frame. Please take a moment to fill that out.

We appreciate the opportunity to be of service to New York French American Charter School and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us along with the questionnaire referred to above.

Very truly yours,

A handwritten signature in cursive script that reads "Schall & Ashenfarb".

Schall & Ashenfarb
Certified Public Accountants, LLC

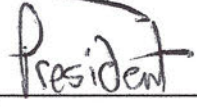
EXHIBIT 1

RESPONSE:

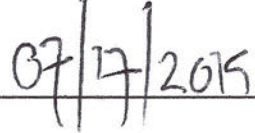
This letter correctly sets forth the understanding of New York French American Charter School for the year ended June 30, 2019.



Officer signature



Title



Date

Lilling & Company LLP

Certified Public Accountants

Report on the Firm's System of Quality Control

April 20, 2017

To the Partners of Schall & Ashenfarb CPAs, LLC and the Peer Review Committee of the New York State Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Schall & Ashenfarb CPAs, LLC (the firm) in effect for the year ended August 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

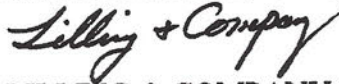
Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

EXHIBIT 1

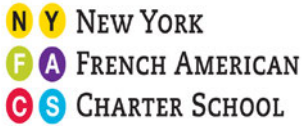
Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Schall & Ashenfarb CPAs, LLC in effect for the year ended August 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Schall & Ashenfarb CPAs, LLC has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "Lilling & Company".

LILLING & COMPANY LLP

EXHIBIT 2



New York French American Charter School
311 West 120th Street
New York, NY 10027
212-666-4134

Marc Maurice, Principal
Mamadou Ba, Parent Liaison

October 28th, 2019

Schall & Ashenfarb, CPA's, LLC
307 Fifth Avenue, 15th Floor
New York, NY 10016

This representation letter is provided in connection with your audit of the financial statements of the New York French American Charter School, which comprise the statements of financial position as of June 30, 2019, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (U.S. GAAP).

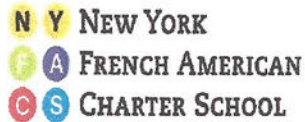
Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of October 28th, 2019, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated June 24, 2019, including our responsibility for the preparation and fair presentation of the financial statements, in accordance with US GAAP.
2. The financial statements referred to above are fairly presented in conformity with U.S. GAAP.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable. This specifically includes the methodology for the statement of functional expenses.

EXHIBIT 2



New York French American Charter School
311 West 120th Street
New York, NY 10027
212-666-4134

Marc Maurice, Principal
Mamadou Ba, Parent Liaison

6. There have been no related party relationships or transactions that are required to be accounted for or disclosed in accordance with the requirements of U.S. GAAP.
7. There are no events subsequent to the date of the financial statements which requires adjustment to or disclosure in the financial statements to be in accordance with the requirements of U.S. GAAP.
8. There were no uncorrected misstatements that are material, both individually and in the aggregate, to the financial statements as a whole.
9. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
10. There was one material concentration, related to New York City Department of Education funding, which has been appropriately disclosed in accordance with U.S. GAAP.
11. There were no guarantees, either written or oral, under which the organization is contingently liable, that are required to be recorded or disclosed in accordance with U.S. GAAP.

Non Attest Services

In regard to the non-attest services provided by you, we have:

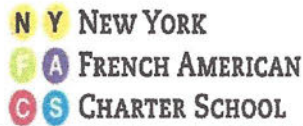
1. Assumed all management responsibilities.
2. Designated an individual with suitable skill, knowledge, or experience to oversee the services.
3. Evaluated the adequacy and results of the services performed.
4. Accepted responsibility for the results of the services.

As part of your audit, you prepared the draft financial statements and related notes and schedule of expenditures of federal awards. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have assumed all management responsibilities. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.

Information Provided

1. We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.

EXHIBIT 2

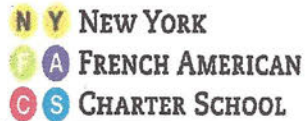


New York French American Charter School
311 West 120th Street
New York, NY 10027
212-666-4134

Marc Maurice, Principal
Mamadou Ba, Parent Liaison

- d) Minutes of the meetings of the governing board or summaries of actions of recent meetings for which minutes have not yet been prepared.
2. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
4. We have no knowledge of any fraud or suspected fraud that affects the organization and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
5. We have no knowledge of any allegations of fraud or suspected fraud affecting the organization's financial statements communicated by employees, former employees, grantors, regulators, or others.
6. We have no knowledge of any instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
7. We have disclosed to you all known actual or possible litigation, claims, and assessment whose effects should be considered when preparing the financial statements.
8. We have disclosed to you the identity of the organization's related parties and all the related party relationships and transactions of which we are aware.
9. The organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
10. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
11. New York French American Charter School is an exempt organization under Section 501(c)(3) of the Internal Revenue Code. Any activities of which we are aware that would jeopardize the Organization's tax-exempt status, and all activities subject to tax on unrelated business income or excise or other tax, have been disclosed to you and appropriately reported. All required filings with tax authorities are up-to-date.
12. There have been no instances that have occurred, or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that we believe have a material effect on the

EXHIBIT 2



New York French American Charter School
311 West 120th Street
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Marc Maurice, Principal
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financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

13. There have been no instances that have occurred, or are likely to have occurred, of noncompliance with provision of contracts and grant agreements that we believe have a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives.
14. There have been no instances that have occurred, or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.

A blue ink signature of Nancy Sako, consisting of a stylized 'N' and 'S'.

Nancy Sako
Finance Manager

A blue ink signature of Richard Ortoli, consisting of a stylized 'R' and 'O'.

Richard Ortoli
Chairman

EXHIBIT 2



experience. expertise. execution.

October 28th, 2019

Schall & Ashenfarb, CPA's, LLC
307 Fifth Avenue, 15th Floor
New York, NY 10116

Charter School Business Management, Inc. ("CSBM") is providing this letter in connection with your audit of the statement of financial position of the New York French American Charter School (the "School") as of June 30, 2019 and the related statements of activities, functional expenses and cash flows for the year then ended for the purpose of expressing an opinion as to whether the financial statements present fairly, in all material respects, the financial position, changes in net assets, and cash flows of The New York French America Charter School, Inc. in conformity with accounting principles generally accepted in the United States of America.

CSBM confirms that it is responsible for the fair presentation in the financial statements of financial position, changes in net assets, and cash flows in conformity with accounting principles generally accepted in the United States of America, although as a consultant, CSBM is not responsible for the School's establishing and maintaining internal control, and preventing and detecting fraud.

CSBM, in the capacity of Consultant as indicated in the Professional Services Agreement with the School, confirms, to the best of its knowledge and belief, the following representations made to you during your audit.

1. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America.
2. There are no material transactions that I am aware of that has not been properly recorded in the accounting records underlying the financial statements.
3. CSBM is unaware of any adjustments required that are material, both individually and in the aggregate, to the financial statements taken as a whole.
4. CSBM has no knowledge of any fraud or suspected fraud affecting the New York French American Charter School involving:
 - a) Management
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
5. CSBM is unaware of any plans or intentions that management has that may materially affect the carrying value or classification of assets, liabilities, or net asset balances.

6. CSBM is unaware of any of the following matters and have not recorded any of these matters in the financial statements:
 - a) Related party transactions, including revenues, expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties.
 - b) Guarantees, whether written or oral, under which the School is contingently liable.
 - c) Unasserted claims or assessments.
 - d) Agreements to repurchase assets previously sold.
 - e) Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by FASB Accounting Standards Codification 450, Contingencies.
 - f) Designations of net assets disclosed to you that were not properly authorized and approved, or reclassifications of net assets that have not been properly reflected in the financial statements.
7. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. CSBM understands that near term means the period within one year of the date of the financial statements. In addition, CSBM has no knowledge of concentrations existing at the date of the financial statements that make the organization vulnerable to the risk of severe impact that should be disclosed in the financial statements.
8. CSBM has identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumption underlying those estimates, and we believe the estimates are reasonable in the circumstances. This includes estimates for the statement of functional expenses, although it was management that made the decisions regarding allocation rates and methods.
9. CSBM has included in the financial statements, all assets and liabilities that I was aware of that is under the control of the New York French American Charter School.
10. CSBM is not aware of any events that have occurred subsequent to the statement of financial position date and through the date of this letter that would require adjustment to, or disclosure in, the financial statements.

Accounting Consultant – Charter School Business Management Inc.

Karen Daniels

Name: Karen Daniels
Title: President & COO

Observations and Recommendations

To Management of
New York French American Charter School

As a result of the audit for the year ended June 30, 2019, we want to provide you with an update on comments made in the prior year.

Documenting Student Residency

Charter Schools are required to maintain documentation for proof of residency for students. We noted in the prior year audit that 5 out of 25 students selected lacked the documentation for proof of residency. We recommended that the School implement a system that has someone other than the person who maintains the student files review the student files to ensure that the proof of residency is documented.

Follow up for fiscal year 2019: We did not note a similar problem during the current year. Therefore, we consider this matter resolved.

Debit Card Usage

The School holds a debit card that is used for purchases. These purchases bypass the standard expense payment/approval process and the cash instantly gets debited from the checking account.

While we did not come across situations with the lack of proper documentation, we recommend substituting the debit card for a credit card as it provides a method to dispute an authorized charge as the cash is not automatically withdrawn from the School's bank account. Furthermore, we recommend the School require prior approval for a predetermined threshold for purchases with the credit card. An emphasis should be put on having cardholders include all original receipt or other documentation to support the business nature of the expense and this documentation should be kept in one central location. Payments on credit cards should not be made without proper documentation to avoid paying for items that do not have a necessary and reasonable business purpose.

Follow up for fiscal year 2019: This matter still existed and we repeat our recommendation. However, we were informed that the School will replace the debit card with a credit card beginning in FY20. Therefore, we will revisit this comment during next year's audit.

Operating Reserve Policy

During our prior audit we recommended that the school create a viable operating reserve with a board approved policy in compliance with NYSDOE guidance.

Follow up for fiscal year 2019: This matter still existed and we repeat our recommendation.

Compensation of Management

In the prior year, we informed you that Form 990 contains a question about whether there is a formal process in place to determine compensation of the CEO, executive director, top management official and key employees. The question asks whether there is a review and approval by independent persons, based on comparability data, with the decision and basis for conclusion contemporaneously documented. The process needs to be described in an attached schedule.

Additionally, we noted in the prior year that although the board reviewed management compensation in executive sessions, we did not see a discussion and deliberation of this documented in the minutes. We recommended that the board document the deliberations about the decision making process and the type of comparable data used, which should be done contemporaneously (within 60 days of the decision or before the next board meeting).

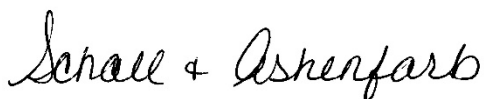
Follow up for fiscal year 2019: During the audit we noted the compensation of the principal was documented in the minutes. However, a comparability analysis was not performed to determine if his compensation was fair and in line with the market. Therefore, we continue this recommendation.

Disaster Recovery Policy

All organizations should have plans to reduce the risk that data gets lost due to a fire, flood, terrorist attack or other natural disaster. This includes hard copy records as well as the backup of computer files. We recommend that a comprehensive plan be created that includes not only the backup of computer files, but a testing of the restoring of computer files.

In addition, because in today's environment many documents are stored via electronic means (computers, hard drives and other electronic media), software upgrades are often made that make it impossible to read files that have been created on older versions of the software. As part of a disaster recovery plan, the School should ensure that they can read all older, stored files.

Follow up for fiscal year 2019: During the current year audit. we noted that the School has an informal disaster recovery policy in place. Therefore, we recommend formalizing this policy in writing.



Schall & Ashenfarb
Certified Public Accountants, LLC

October 28, 2019



America's Most Convenient Bank®

E

STATEMENT OF ACCOUNT

NEW YORK FRENCH AMERICAN CHARTER SCHOOL
311 W 120TH ST
NEW YORK NY 10027-6192

Page: 1 of 2
Statement Period: Sep 01 2019-Sep 30 2019
Cust Ref #: [REDACTED]
Primary Account #: [REDACTED]

TD now accepts Real Time Payments!

We're pleased to announce that TD will soon accept Real Time Payments (RTPs), which means you can receive certain electronic payments sent through RTP almost immediately. This is good news for consumers, businesses, and government agencies who use RTPs. As a TD Customer, you are automatically enrolled. Please be advised that you may not send or receive RTPs on behalf of a person who is not a resident of, or otherwise residing in, the United States. Please visit tdbank.com/RTP to learn more.

Business Convenience Checking

NEW YORK FRENCH AMERICAN CHARTER SCHOOL

Account # [REDACTED]

ACCOUNT SUMMARY

Beginning Balance	70,003.96	Average Collected Balance	70,003.96
		Interest Earned This Period	0.00
Ending Balance	70,003.96	Interest Paid Year-to-Date	0.00
		Annual Percentage Yield Earned	0.00%
		Days in Period	30

DAILY ACCOUNT ACTIVITY

No Transactions this Statement Period

Call 1-800-937-2000 for 24-hour Bank-by-Phone services or connect to www.tdbank.com

How to Balance your Account

Page:

2 of 2

Begin by adjusting your account register as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

1. Your ending balance shown on this statement is:
2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
3. Subtotal by adding lines 1 and 2.
4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

1	Ending Balance		70,003.96
2	Total Deposits	+	
3	Sub Total		
4	Total Withdrawals	-	
5	Adjusted Balance		

2			
DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS	
Total Deposits			2

4			
WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS	

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS	
Total Withdrawals			4

FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer, telephone the bank immediately at the phone number listed on the front of your statement or write to:

TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error.

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS SUMMARY

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.



Entry 5d Financial Services Contact Information

Last updated: 10/31/2019

Regents, NYCDOE and Buffalo BOE authorized schools should enter the financial contact information requested and upload the independent auditor's report and internal controls reports as one combined file.

NEW YORK FRENCH-AMERICAN CHARTER SCHOOLSection Heading

1. School Based Fiscal Contact Information

	School Based Fiscal Contact Name	School Based Fiscal Contact Email	School Based Fiscal Contact Phone
	Nancy Sako		

2. Audit Firm Contact Information

	School Audit Contact Name	School Audit Contact Email	School Audit Contact Phone	Years Working With This Audit Firm
	Schalil & Ashenfarb			4

3. If applicable, please provide contact information for the school's outsourced financial services firm.

	Firm Name	Contact Person	Mailing Address	Email	Phone	Years with Firm
	CSBM	Donna Webster				7

New York State Education Department

Request for Proposals to Establish Charter Schools Authorized by the Board of Regents

2019-20 Budget & Cash Flow Template

General Instructions and Notes for New Application Budgets and Cash Flows Templates

1	Complete ALL SIX columns in BLUE
2	Enter information into the GRAY cells
3	Cells containing RED triangles in the upper right corner in columns B through G contain guidance on that particular item
4	School district per-pupil tuition information is located on the State Aid website at https://stateaid.nysed.gov/charter/ . Rows may be inserted in the worksheet to accomodate additional districts if necessary.
5	The Assumptions column should be completed for all revenue and expense items unless the item is self-explanatory. Where applicable, please reference the page number or section in the application narrative that indicates the assumption being made. For instance, student enrollment would reference the applicable page number in Section I, C of the application narrative.

New York French American Charter School

PROJECTED BUDGET FOR 2019-2020

PROJECTED BUDGET FOR 2019-2020							Assumptions
July 1, 2019 to June 30, 2020							DESCRIPTION OF ASSUMPTIONS - Please note assumptions when applicable
Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 155. This will populate the data in row 10.							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
Total Revenue	4,686,240	822,902	-	82,693	465,235	6,057,070	
Total Expenses	4,455,050	827,373	-	45,397	362,027	5,689,847	
Net Income	231,189	(4,471)	-	37,296	103,208	367,223	
Actual Student Enrollment	-	-	-	-	-	-	
Total Paid Student Enrollment	-	-	-	-	-	-	
PROGRAM SERVICES							
SUPPORT SERVICES							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
REVENUE							
REVENUES FROM STATE SOURCES							
Per Pupil Revenue	CY Per Pupil Rate						
District of Location	\$16,150.00	4,135,424	781,875	-	51,693	465,235	5,434,227
School District 2 (Enter Name)		-	-	-	-	-	-
School District 3 (Enter Name)		-	-	-	-	-	-
School District 4 (Enter Name)		-	-	-	-	-	-
School District 5 (Enter Name)		-	-	-	-	-	-
		4,135,424	781,875	-	51,693	465,235	5,434,227
Special Education Revenue		-	-	-	-	-	-
Grants		-	-	-	-	-	-
Stimulus		-	-	-	-	-	-
Other		-	-	-	-	-	-
Other State Revenue		141,299	10,635	-	-	-	151,934
TOTAL REVENUE FROM STATE SOURCES		4,276,723	792,510	-	51,693	465,235	5,586,161
REVENUE FROM FEDERAL FUNDING							
IDEA Special Needs		-	16,337	-	-	-	16,337
Title I		123,770	9,316	-	-	-	133,086
Title Funding - Other		25,240	1,900	-	-	-	27,140
School Food Service (Free Lunch)		-	-	-	-	-	-
Grants		-	-	-	-	-	-
Charter School Program (CSP) Planning & Implementation		-	-	-	-	-	-
Other		-	-	-	-	-	-
Other Federal Revenue		-	-	-	-	-	-
TOTAL REVENUE FROM FEDERAL SOURCES		149,010	27,553	-	-	-	176,563
LOCAL and OTHER REVENUE							
Contributions and Donations, Fundraising		-	-	-	-	-	-
Erate Reimbursement		37,721	2,839	-	-	-	40,560
Interest Income, Earnings on Investments,		-	-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developmt.)		-	-	-	-	-	-
Food Service (Income from meals)		-	-	-	-	-	-
Text Book		-	-	-	-	-	-
Other Local Revenue		222,786	-	-	31,000	-	253,786
TOTAL REVENUE FROM LOCAL and OTHER SOURCES		260,507	2,839	-	31,000	-	294,346
TOTAL REVENUE		4,686,240	822,902	-	82,693	465,235	6,057,070
							List exact titles and staff FTE's (Full time equivalent)
EXPENSES							
ADMINISTRATIVE STAFF PERSONNEL COSTS							
	No. of Positions						
Executive Management	-	-	-	-	-	-	-
Instructional Management	1.00	105,692	26,423	-	1,762	42,277	176,154
Deans, Directors & Coordinators	1.00	64,809	8,101	-	-	8,101	81,011
CFO / Director of Finance	-	-	-	-	-	-	-
Operation / Business Manager	1.00	4,533	4,533	-	9,066	72,530	90,662
Administrative Staff	4.00	187,964	20,885	-	-	-	208,849
TOTAL ADMINISTRATIVE STAFF	7	362,998	59,942	-	10,828	122,908	556,676
INSTRUCTIONAL PERSONNEL COSTS							
Teachers - Regular	16.00	1,196,981	90,095	-	-	-	1,287,076
Teachers - SPED	3.00	-	258,480	-	-	-	258,480
Substitute Teachers	-	-	-	-	-	-	-
Teaching Assistants	3.00	129,288	9,731	-	-	-	139,019
Specialty Teachers	10.00	621,090	46,749	-	-	-	667,839

New York French American Charter School

PROJECTED BUDGET FOR 2019-2020

PROJECTED BUDGET FOR 2019-2020							Assumptions
July 1, 2019 to June 30, 2020							DESCRIPTION OF ASSUMPTIONS - Please note assumptions when applicable
Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 155. This will populate the data in row 10.							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
Total Revenue	4,686,240	822,902	-	82,693	465,235	6,057,070	
Total Expenses	4,455,050	827,373	-	45,397	362,027	5,689,847	
Net Income	231,189	(4,471)	-	37,296	103,208	367,223	
Actual Student Enrollment	-	-	-	-	-	-	
Total Paid Student Enrollment	-	-	-	-	-	-	
PROGRAM SERVICES							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
Aides	5.00	53,965	4,062	-	-	58,027	Pupil Allocation, See Allocation Tab
Therapists & Counselors	-	-	-	-	-	-	
Other	-	70,884	5,335	-	-	76,219	Pupil Allocation, See Allocation Tab
TOTAL INSTRUCTIONAL	37	2,072,207	414,453			2,486,660	
NON-INSTRUCTIONAL PERSONNEL COSTS							
Nurse	-	-	-	-	-	-	
Librarian	-	-	-	-	-	-	
Custodian	-	-	-	-	-	-	
Security	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
TOTAL NON-INSTRUCTIONAL							
SUBTOTAL PERSONNEL SERVICE COSTS	44	2,435,206	474,395	10,828	122,908	3,043,336	
PAYROLL TAXES AND BENEFITS							
Payroll Taxes		172,283	37,250	-	2,328	232,815	Payroll Allocation, See Allocation Tab
Fringe / Employee Benefits		365,097	78,940	-	4,934	493,374	Payroll Allocation, See Allocation Tab
Retirement / Pension		44,400	9,600	-	600	60,000	Payroll Allocation, See Allocation Tab
TOTAL PAYROLL TAXES AND BENEFITS		581,780	125,790	7,862	70,757	786,189	
TOTAL PERSONNEL SERVICE COSTS		3,016,986	600,185	18,690	193,665	3,829,525	
CONTRACTED SERVICES							
Accounting / Audit		1,500	1,500	-	27,000	30,000	CSBM & Audit Fees:90% MGMT, 10% Program
Legal		2,000	2,000	-	36,000	40,000	Legal:90% MGMT, 10% Program
Management Company Fee		-	-	-	-	-	
Nurse Services		-	-	-	-	-	
Food Service / School Lunch		-	-	-	-	-	
Payroll Services		13,320	2,880	-	1,620	18,000	Payroll Allocation, See Allocation Tab
Special Ed Services		-	-	-	-	-	
Titlement Services (i.e. Title I)		-	-	-	-	-	
Other Purchased / Professional / Consulting		282,467	14,867	-	-	297,334	Pupil Allocation, See Allocation Tab
TOTAL CONTRACTED SERVICES		299,287	21,247	180	64,620	385,334	
SCHOOL OPERATIONS							
Board Expenses		-	-	-	-	-	
Classroom / Teaching Supplies & Materials		87,359	6,575	-	-	93,934	Pupil Allocation, See Allocation Tab
Special Ed Supplies & Materials		-	-	-	-	-	
Textbooks / Workbooks		-	-	-	-	-	
Supplies & Materials other		20,460	1,540	-	-	22,000	Pupil Allocation, See Allocation Tab
Equipment / Furniture		-	-	-	-	-	
Telephone		4,512	340	-	-	4,852	Pupil Allocation, See Allocation Tab
Technology		68,076	5,124	-	-	73,200	Pupil Allocation, See Allocation Tab
Student Testing & Assessment		-	-	-	-	-	
Field Trips		6,380	480	-	-	6,860	Pupil Allocation, See Allocation Tab
Transportation (student)		-	-	-	-	-	
Student Services - other		38,130	2,870	-	-	41,000	Pupil Allocation, See Allocation Tab
Office Expense		15,910	3,440	-	215	21,500	Payroll Allocation, See Allocation Tab
Staff Development		8,880	1,920	-	120	12,000	Pupil Allocation, See Allocation Tab
Staff Recruitment		-	-	-	-	-	
Student Recruitment / Marketing		20,269	1,526	-	-	21,795	
School Meals / Lunch		2,468	186	-	-	2,654	
Travel (Staff)		2,790	210	-	-	3,000	
Fundraising		-	-	-	-	-	
Other		14,415	1,085	-	15,000	30,500	PowerSchool System; Pupil Allocation, See Allocation Tab
TOTAL SCHOOL OPERATIONS		289,649	25,296	15,335	3,015	333,295	

New York French American Charter School

PROJECTED BUDGET FOR 2019-2020

PROJECTED BUDGET FOR 2019-2020							Assumptions
July 1, 2019 to June 30, 2020							DESCRIPTION OF ASSUMPTIONS - Please note assumptions when applicable
Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 155. This will populate the data in row 10.							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
Total Revenue	4,686,240	822,902	-	82,693	465,235	6,057,070	
Total Expenses	4,455,050	827,373	-	45,397	362,027	5,689,847	
Net Income	231,189	(4,471)	-	37,296	103,208	367,223	
Actual Student Enrollment	-	-				-	
Total Paid Student Enrollment	-	-				-	
PROGRAM SERVICES							
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
FACILITY OPERATION & MAINTENANCE							
Insurance	44,933	9,715	-	607	5,465	60,720	Payroll Allocation, See Allocation Tab
Janitorial	90,650	19,600	-	1,225	11,025	122,500	Payroll Allocation, See Allocation Tab
Building and Land Rent / Lease	439,904	95,114	-	5,945	53,502	594,465	Payroll Allocation, See Allocation Tab
Repairs & Maintenance	20,925	1,575	-	-	-	22,500	Pupil Allocation, See Allocation Tab
Equipment / Furniture	-	-	-	-	-	-	
Security	-	-	-	-	-	-	
Utilities	145,964	31,560	-	1,972	17,752	197,248	Payroll Allocation, See Allocation Tab
TOTAL FACILITY OPERATION & MAINTENANCE	742,375	157,564		9,749	87,744	997,433	
DEPRECIATION & AMORTIZATION	106,752	23,082	-	1,443	12,983	144,260	Payroll Allocation, See Allocation Tab
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	-	-	-	-	-	-	
TOTAL EXPENSES	4,455,050	827,373		45,397	362,027	5,689,847	
NET INCOME	231,189	(4,471)	-	37,296	103,208	367,223	
ENROLLMENT - *School Districts Are Linked To Above Entries*							
	REGULAR EDUCATION	SPECIAL EDUCATION	TOTAL ENROLLED				
District of Location			-				
School District 2 (Enter Name)			-				
School District 3 (Enter Name)			-				
School District 4 (Enter Name)			-				
School District 5 (Enter Name)			-				
TOTAL ENROLLMENT							
REVENUE PER PUPIL	-	-	-				
EXPENSES PER PUPIL	-	-	-				

Pupil

297

23

		Program Regular Ed	Program SPED	Fundraisin	Management
Allocations					
Pupil Allocation		93.00%	7.00%		
Payroll Allocation		74.00%	16.00%	1.00%	9.00%
Indirect Allocation					

**Disclosure of Financial Interest by a Current or Proposed Board of
Trustees Member**

Name:

Brandi Lilly McLean

Name of Charter School Education Corporation (the Charter School Name, if the charter school is the only school operated by the education corporation):

NYFACS

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g. president, treasurer, parent representative).

Vice President

2. Are you an employee of any school operated by the education corporation?
 Yes ☒ No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

 Yes ☒ No


If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six-month period prior to such service. If there has been no such interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-3 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of financial interest/transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you
<i>Please write "None" if applicable. Do not leave this space blank.</i>			

5. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation and in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write "**None**."

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest
Please write "None" if applicable. Do not leave this space blank.				


Signature

8/21/19
Date

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 below will be redacted.

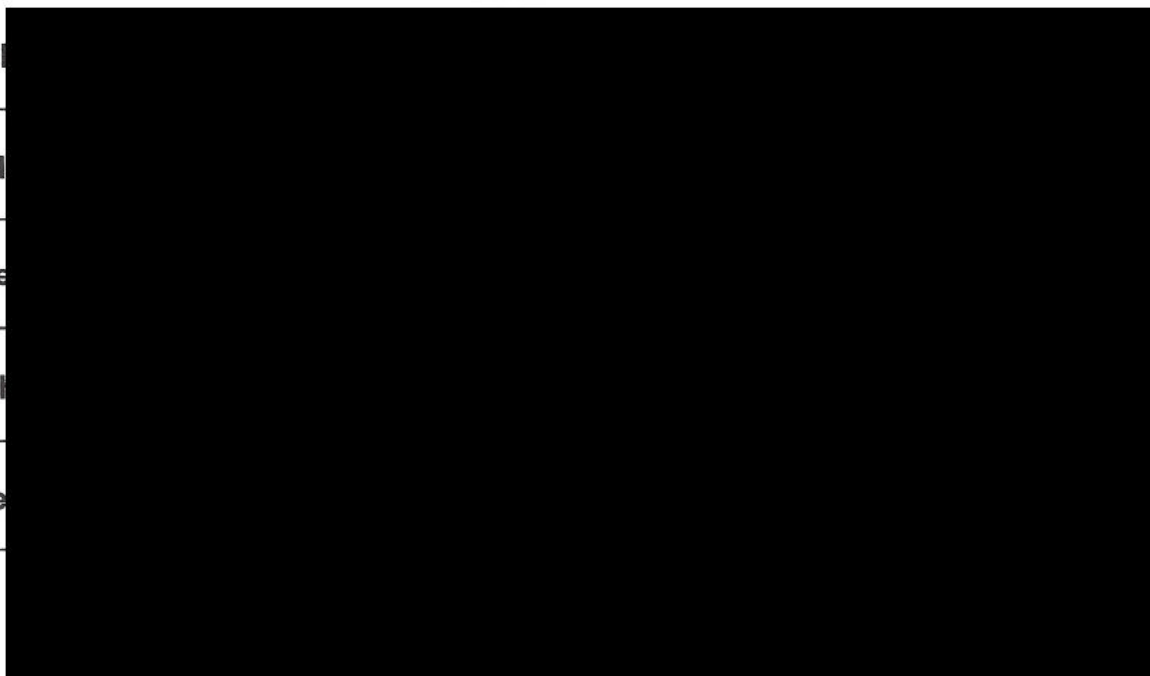
Business Telephone

Business Address

E-mail Address

Home Telephone

Home Address



**Disclosure of Financial Interest by a Current or Proposed Board of
Trustees Member**

Name:

Emmanuel Saint-Nastia

Name of Charter School Education Corporation (the Charter School Name, if the charter school is the only school operated by the education corporation):

NY French American School

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g. president, treasurer, parent representative).

2. Are you an employee of any school operated by the education corporation?
 Yes ☒ No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

 Yes ☒ No

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six-month period prior to such service. If there has been no such interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-3 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of financial interest/transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you
<i>Please write "None" if applicable. Do not leave this space blank.</i>			

5. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write "**None**."

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest
Please write "None" if applicable. Do not leave this space blank.				

Signature

Date

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 below will be redacted.

Business Telephone

Business Address

E-mail Address

Home Telephone

Home Address

**Disclosure of Financial Interest by a Current or Proposed Board of
Trustees Member**

Name:

Daniel Vos

Name of Charter School Education Corporation (the Charter School Name, if the charter school is the only school operated by the education corporation):

New York French American Charter School

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g. president, treasurer, parent representative).

Treasurer

2. Are you an employee of any school operated by the education corporation?
___ Yes ☒ No

If Yes, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

✓

3. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

___ Yes ☒ No

If Yes, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six-month period prior to such service. If there has been no such interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-3 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of financial interest/transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you
Please write "None" if applicable. Do not leave this space blank. <i>None</i>			

5. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write "**None**."

None

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest
Please write "None" if applicable. Do not leave this space blank.				
		None		

Signature 

Date 8/27/19

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 below will be redacted.

Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

Home Address:

Disclosure of Financial Interest by a Current or Proposed Board of Trustees Member

Name:

Richard Oatoli

Name of Charter School Education Corporation (the Charter School Name, if the charter school is the only school operated by the education corporation):

NEW YORK FRENCH AMERICAN CHARTER SCHOOL

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g. president, treasurer, parent representative).

President / CHAIR

2. Are you an employee of any school operated by the education corporation?
___ Yes X No

If **Yes**, for each school, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

3. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

___ Yes X No

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.


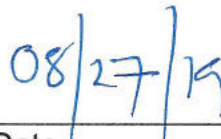
4. Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six-month period prior to such service. If there has been no such interest or transaction, write **None**. Please note that if you answered **Yes** to Questions 2-3 above, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of financial interest/transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you
Please write "None" if applicable. <i>Do not leave this space blank.</i>			

5. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation and in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the school(s) that is/are doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, write "**None**."

None

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest
<i>Please write "None" if applicable. Do not leave this space blank.</i>				

Signature _____ Date _____

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 below will be redacted.

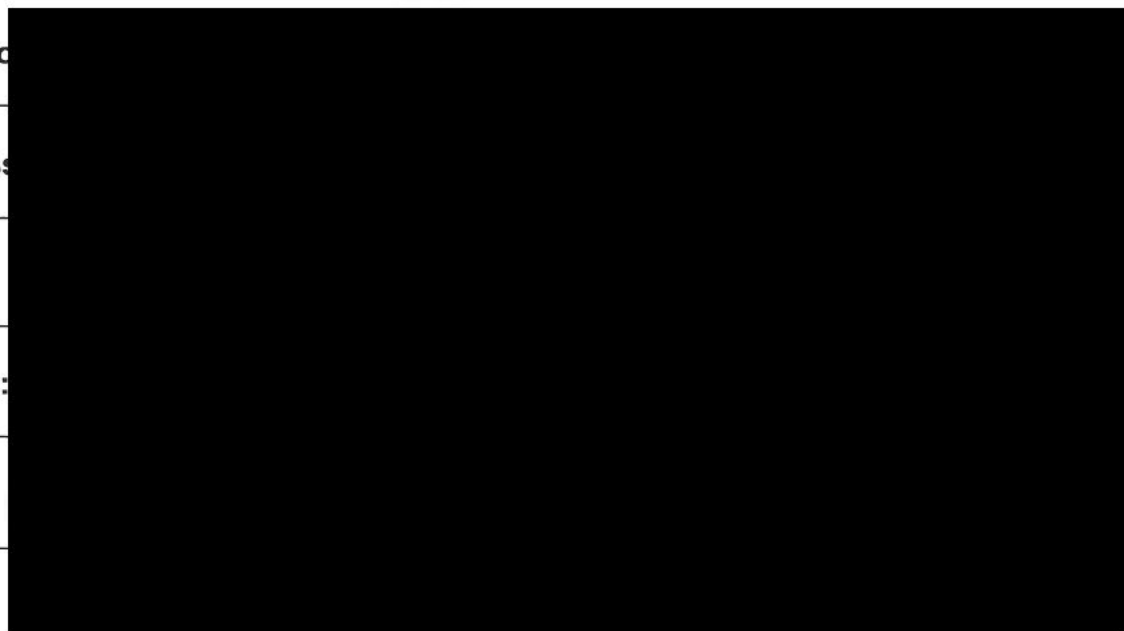
Business Telephone: _____

Business Address: _____

E-mail Address: _____

Home Telephone: _____

Home Address: _____





Entry 8 BOT Table

Created: 07/11/2019 • Last updated: 11/01/2019

1. SUNY AUTHORIZED charter schools are required to provide information for VOTING Trustees only.
2. REGENTS, NYCDOE, and BUFFALO BOE AUTHORIZED charter schools are required to provide information for all VOTING and NON VOTING trustees.

1. Current Board Member Information (Enter info for each BOT member)

	Trustee Name and Email Address	Position on the Board	Committee Affiliations	Voting Member Per By Laws (Y/N)	Number of Terms Served	Start Date of Current Term (MM/DD/YYYY)	End Date of Current Term (MM/DD/YYYY)	Board Meetings Attended During 2018 19
1	Richard Ortoli [REDACTED]	Chair	Governance	Yes	9	06/12/2012	06/30/2020	10
2	Mason Mallory [REDACTED]	Vice Chair	Finance & Facilities	Yes	8	08/07/2013	06/30/2020	5 or less
3	Dionne Beckford [REDACTED]	Secretary	Education	Yes	5	06/10/2014	06/30/2020	6
4	Daniel Vos [REDACTED]	Treasurer	Finance & Facilities	Yes	5	06/10/2014	06/30/2020	9
5	Zohair Ghenania [REDACTED]	Trustee/Member	Finance & Facilities	Yes	2	07/01/2017	06/30/2020	8
6	Carine Pena [REDACTED]	Trustee/Member	Governance	Yes	9	12/18/2012	06/30/2019	5 or less
	Brandi McLean [REDACTED]	Trustee/M	Governan			07/01/20	06/30/20	

7		ember	ce, PTO	Yes	3	16	20	9
8	Charmine Luca	Trustee/Member	PTO President	Yes	1	07/01/2018	06/30/2020	7
9	Jocelyn Rettic	Parent Rep		No	1	07/01/2018	06/30/2020	5 or less

1a. Are there more than 9 members of the Board of Trustees? No

2. INFORMATION ABOUT MEMBERS OF THE BOARD OF TRUSTEES

1. SUNY-AUTHORIZED charter schools provide response relative to VOTING Trustees only.
2. REGENTS, NYCDOE, and BUFFALO BOE-AUTHORIZED charter schools provide a response relative to all trustees.

a. Total Number of BOT Members on June 30, 2019	9
b.Total Number of Members Added During 2018 19	1
c. Total Number of Members who Departed during 2018 19	1
d.Total Number of members in 2018 19, as set by in Bylaws, Resolution or Minutes	15

3. Number of Board meetings held during 2018-19 10

4. Number of Board meetings scheduled for 2019-20 10

Thank you.



Entry 9 - Board Meeting Minutes

Last updated: 11/01/2019

[Instructions for submitting minutes of the BOT monthly meetings](#)

Regents, NYCDOE, and Buffalo BOE authorized schools must either provide a link to a complete set of minutes that are posted on the charter school website, or upload a complete set of board meeting minutes from July 2018 June 2019, which should match the number of meetings held during the 2018 19 school year.

NEW YORK FRENCH-AMERICAN CHARTER SCHOOL

Are all monthly BOT meeting minutes posted, which should match the number of meetings held during 2018-19 school year, on the charter school's website?

No

B. Upload all monthly Board meeting minutes, which should match the number of meetings held during the 2018-19 school year.

Combine all monthly meeting minutes into one .PDF file.

<https://nysed.cso.reports.fluidreview.com/resp/119129657/wNFCVDEEJA/>

July 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: July 16, 2018

6: 30pm-9:00pm

Attendance:

Chams Linkpon

Brandi Lily-McLean

Richard Ortoli

Dionne Beckford

Dan Vos

Call to Order

1) Motion to approve June minutes and approve July Board meeting agenda

-Motion to approve minutes

- None opposed, motion passed

2) PTO Updates

- New PTO board
 - Chams is new PTO president
- Have raised \$3700 and will determine amount that will go to the school

3) Administrative Dashboard

- Enrollment is at 278
- Best year for suspension rates
- NYFACS has participated in some events at the French Embassy
- The school raised \$177,500
- We have a total of 13 students coming back for the 6th grade
- PAL has approved partnership and looking to rent a space for 6th grade
- 90% of fourth grade students passed state Science Test
- The fourth and fifth grade students attending first out of the country trip to Canada

4) Committee Update

Finance and Facilities:

- UFT asked for the budget we passed, retirement plan

Motion to admit Brandi Lily-McLean to the board

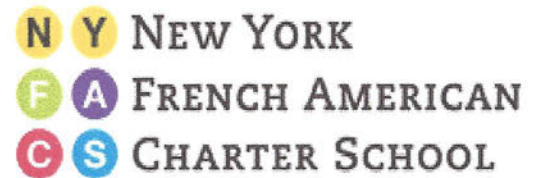
None opposed

Motion passed

Motion to adjourn meeting

None opposed

Motion passed



August 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: August 28, 2018

6: 30pm-9:00pm

Attendance:

Brandi Lily-McLean

Richard Ortoli

Dionne Beckford

Dan Vos

Zohair Ghenania

Call to Order

1) Motion to approve July minutes and approve August Board meeting agenda

-Motion to approve minutes

- None opposed, motion passed

2) PTO Updates

- None

3) Administrative Dashboard

- We have hired a part-time PE teacher
 - Looking for resources to support the development of this teacher
- Received agreement from PAL about the rental space
 - Still need to review contract and make final decision
- Not pleased with current custodial services; looking to find another company

Next board meeting is: **September 20, 2018**

Motion to adjourn meeting

None opposed

Motion passed

September 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: September 20, 2018

6: 30pm-9:00pm

Attendance:

Brandi Lily-McLean

Richard Ortoli

Dionne Beckford

Dan Vos

Carine Pena

Call to Order

1) Motion to approve August minutes and approve September Board meeting agenda

Add briefing from the UFT

-Motion to approve minutes

- None opposed, motion passed

2) PTO Updates

- Charmaine (president) and Joselyn are new PTO members
 - Speaking with Mr. Maurice to talk about fundraising
 - First PTO meeting tomorrow w/ just the members
 - Next week will have a meet and greet
 - October will be parents night out; thinking about going apple picking
 - Fall Festival is November 10
 - Picture day is November 20
 - Have 21 children registered for soccer
 - Zumba will be back next month

3) Administrative Dashboard

- Support the PTO activities and meetings
- Multicultural events
- Parent classes (French lessons)
- Improved school climate
 - Bully free workshop
 - High Honor roll trips
 - Rewards based on DOJO points
 - PBIS fundraisers
 - Spirit Week
- Enrollment
 - Total is 311 students
 - Have middle school; many new students just learning French
- Academic Plan
 - Students will be assessed by I-Ready to determine their level of competency

4) Committee Updates

Development

- Building purchase
- Building data base of contacts
- More involvement in Community Board 10
- Follow up with Mark Levine; other influential individuals
- Get more of the publication that was created by Faircom

Next board meeting is October 16, 2018 @6:30

Motion to adjourn meeting

None opposed

Motion passed

October 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: November 27, 2018

6: 30pm-9:00pm

Attendance:

Brandi Lily-McLean

Richard Ortoli

Dionne Beckford

Dan Vos

Zohair Ghenania

Iyori

Joselyn Rettic

Call to Order

1) Motion to approve September minutes and approve October Board meeting agenda

None opposed

Motion passed

2) Teacher Update

- Ms. Guiliume and Ms. Barthole: established a program for tutoring and invested in idea that people need it in the community. Make services that are affordable. There are some objections to the aspect of these teachers leaving early. Need discuss this particular situation.
- Issues with how it effects other teachers in building
- Issues about compliance with teacher contract
- Will get back to teachers about decision

3) PTO Updates

- Went apple picking; had about 90 total that came
 - Rented two buses (one sponsored by the board) and parent paid for the other bus
 - Fall festival is November 10
 - Purchased bouncy house (looking to rent to other school in the future)
 - Want to have a parent's night out
 - Picture day coming
 - Looking to have a holiday party
 - Will be getting parent swag
- Parent Representative
 - Discussed first grade enrollment (large numbers and smaller classrooms)
 - Trying to recruit more class parents

4) Administrative Dashboard

- Middle School
 - Sixth grade class is functioning at a high level
 - We have 17 students enrolled
 - Have installed phones and internet; are using a portable Smartboard donated by Lycee Francais
 - Last period of the day all students are enrolled in the PAL program
 - Need to start thinking about middle school recruitment
- First grade
 - Currently have 51 students in first grade
 - Asking board to hire an additional teacher to provide SPED services to first grade
 - Finance committee will look at budget
 - Could choose to hire a reading specialist using Title 1 funds
- F&P score
 - First grade needs more support with reading
 - Again, hiring a reading specialist would be the most beneficial

- Attendance
 - On target with 97%
 - Most students we lost were from the sixth grade
 -
- State Test
 - Overall improvement in ELA (50% of students have passed)
 - Need more work on Math scores
- Introduction of new candidate
 - Lisa Blair was interview for office manager position
 - Passionate about this community
 - Was a founding staff member of Harlem Hebrew
 - Believes in a school that is not just for the students but for families
- Banking
 - Would like to shop around for another bank; use their services but not willing to fund small projects

5) Committee Updates

Finance Committee

- School audit is complete; will have a call tomorrow
- Need to submit to DOE before November 1

Facilities

- Looking to do the not for profit structure
- Lawyers can send advantages and disadvantages to understand the structure

Motion to analyze the not for profit structure

None opposed

Motion passed

- Still looking for response from DOE about co-location for PK-2
- Marc will be speaking with Mark Levine

Development Committee

- Looking at fundraising opportunity
- Finding ways to publicize the school more

6) Board recruitment

- Need to begin recruiting new board members

Next two board meetings are November 27 @6:30 and December 11 @6:30

Motion to adjourn meeting

None opposed

Motion passed

November 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: November 27, 2018

6: 30pm-9:00pm

Attendance:

Brandi Lily-McLean

Richard Ortoli

Dan Vos

Zohair Ghenania

Mason Mallory

Charmine Barnes

Joselyn Rettic

Call to Order

1) Motion to approve October minutes and approve November Board meeting agenda

None opposed

Motion passed

2) Teacher Update

- Ms. Miller and Ms. Barthole have temporarily stopped their tutoring program that was a topic of conversation last meeting.
- Need to pass along the updates from the union

3.) PTO Updates

- Bake Sale
- Fall Festival went well
- Picture Day recap
- Parents Night Out is Upcoming
- December: Holiday Toy and Coat Drive - Safe Horizons recipient
- Dec 14th Season Celebration Party with NY Edge
- Dec 7th 6pm PTO Meeting
- CSA Vegetable Farm Share to be available Spring

4) Administrative Dashboard

- Powerschool has been implemented
- Artists in Residence program with LYCEE is underway including classroom visits & Saturday program
- Veterans Day Event at LYCEE took place with NYFACS students attending and presenting
- PreK new model is being considered
- Teacher in 1st grade was let go
- Request to adjust Dec 21st to a half day
- Need to Hire 1st grade specialist
- Middle School Challenges and need for improvements discussed
- Discussion: 6th grade introduction process for current 5th grade families
 - Put a middle school presentation together to share with the 6th grade
 - Make the process for moving from 5th - 6th grade seamless, a default option, no need to apply
 - Set up school tour
 - March is the date for application deadline to 6th grade
- Differentiate Uniforms for 6th graders to set apart

5) Finance Updates

- Discussion of Hudson Ross fee quote for formation of foundation
- Discussed financial benefit of the foundation
- Motion to proceed with the creation of a non for profit foundation through Hodgson Russ after Richard Ortoli has discussed fees and timing with them
 - None opposed
 - Motion passed
- Placeholder for Assistant Principal exists in budget

- Cash On hand is \$1.5M

6) Discussion

- Need to recruit board members
- Mason to head governance committee
- Visit from Seanator Ronan le Gleut

7) Development Committee Updates

- Spring Fundraiser planned for 4/21 : Working to confirm Lycee
- Multicultural choir festival planned for 5/10: Working to confirm Columbia

Motion to adjourn meeting

None opposed

Motion passed

December 2018 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: December 11, 2018

6: 30pm-9:00pm

Attendance:

Brandi Lily-McLean

Richard Ortoli

Dan Vos

Zohair Ghenania

Mason Mallory

Jocelyn Rettic

Call to Order

1) Motion to approve November minutes and approve December Board meeting agenda

Discussion:

- December minutes amended
- Agenda amended to add discussion of teachers contract and executive session to discuss staff compensation

None opposed

Motion passed

2) Union Negotiations

- Discussion about teachers request for 4 years + 2 months salary prorated at old rate.
 - Consensus reached that teachers' salaries will remain the same in July and August 2022 as per the scale in effect for June 2022. Increases under the new contract would go into effect in September 2022, not retroactively.
- Discussion Pre-K class will have at least two adults
 - This is the number required by DOE

Motion to approve two items discussed

None opposed

Motion passed

3) Teacher Update

- None

4.) PTO Updates

- Nov PTO meeting recap
- Pre-K sponsored after care discussed. Recommendation to review if this should fall under umbrella of school vs PTO
- Donation drive underway
- Holiday party coordinated with NY Edge
- Parents night out positive feedback
- Jan 11 next meeting

5) Administrative Dashboard

- Discussed incident with teacher & injured student. Request for agency to compensate students transportation cost
- Enrollment 294
 - Gained 5 students
- Discussed space issue for 1st grade
- 5th grade visit to middle school
- Update on Collation request update

6)Development

- Seeking sponsors for school to support fundraising efforts
- April fundraising event and timeline to be planned
- New building search discussion
 - Richard to check with his broker
 - Brandi to engage referred broker
- Construction financing discussed

7) Motion to adjourn meeting
None opposed
Motion passed

February 2019 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: February 15, 2019

6:30pm-9:00pm

Attendance:

Richard Ortoli

Carine Pena

Dionne Beckford

Dan Vos

Zohair

Nadine

Brandi

Call to Order

1) Motion to approve and approve February Board meeting agenda

Motion to change agenda

Add Building construction process, Bond Declaration, Engagement of Architecture firms (during committee updates)

Motion to approve agenda

-Motion to approve

- None opposed, motion passed

2) Teacher Updates

None

3) PTO Updates

- Many parents attended last meeting
 - People volunteered ideas about fundraising
 - Have programs like Young Designers Club
 - Will have a movie night in March
 - Voting on new uniforms
 - Looking to enforce uniforms more
 - Looking to establish incentives for wearing uniform
 - Would be helpful to have a uniform fair so parents can see what they are buying
 - Need to update the website to reflect current uniform
 - Cabinet Storage
 - Need a storage area

4)Parent Update

Trying to get the farm vegetable share

5) Administrative Dashboard

- Working on test prep
 - Instead of doing Saturday program teachers will be servicing students in school during the week and will receive compensation
- Attendance is up to 295
- Current waiting list for the school is 621
- Will have a dinner to showcase the middle school program

- Want to look into getting a bus for students who live in the Bronx

5th grade trip
Trip to Washington DC June 5-7
Cost per child is \$549

Facilities

- Met with one of the financing group and participated in a school tour
- Have the option to buy the building (terms have been drawn up)
- Focus is to purchase building and do major renovations
- Would be exempt from real estate tax because we are a school
- For middle school, looking to sign a long term lease with PAL
- Going to fundraise for the down payment
 - Bond Financing: they are excited to make this deal
 - CIF: not looking to finance because middle school is not stable yet
 - FIF (Facilities Investment Fund): will loan \$13.2M at 5%, require \$10, 000 deposit (we need environment report, appraisal); they are partner with Building Hope will provide the rest of the financing

Vote on initial expenditure to increase from \$20,000 to \$80,000

Motion to spend \$80, 000

None opposed, motion passed

Motion to sign contract

None opposed, motion passed

Motion to adjourn meeting

None opposed

Motion passed

March 2019 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: March 19, 2019

6:30pm-9:00pm

Attendance:

Richard Ortoli

Dionne Beckford

Dan Vos

Zohair Ghenania

Brandi Lilly McLean

Charmine Lucate

Joselyn Rettic

Mason Mallory

Call to Order

1) Motion to approve February Board meeting minutes and March Board Meeting agenda

2) Teacher Updates

None

3) PTO Updates

- April 5 Career Day
- Planning big fundraiser
- Multicultural Festival will be on June 8
- In talks to do our own soccer program
- Exploring bringing a farm share to NYFACS
- 5th grade field trip
 - PTO will sponsor a few students who need financial support
 - Parents would have to pay \$200 out of total trip cost (still working out details)
 - Will send out a notice to update families

4) Administrative Dashboard

- Right now school is focused on test prep using iReady assessments
 - Also pay teachers additional so they can pull small groups during their prep time to work on testing skills
- We are using our reading specialist to give more support in reading and will be taking students to the library once a month
 - Will use literacy funds from the city to purchase materials for first and second grades
- Parent conferences were successful and had about 70% of the parents attend
- PAL agreed to let us utilize all the space we need for our middle school program
- Enrollment is at 294

Cleaning Company

- Not pleased with current cleaning company
- Looking at hiring new cleaning company

5) School Calendar

- Based on the proposed construction
- Will discuss which days work best to adjust
- Motion to adjust the calendar

- Six in favor, one abstain
- Motion passed

6) Committee Updates

Finance and Facilities

- Building purchase still in process
 - Need to fundraise to help with this effort
 - Admin team has provided a lot of data (the implementation of PowerSchool will help with this in the future)
 - They contacted the DOE and had a discussion about a few things: that our SPED population in way lower than the district average
 - Will apply for the city capital funding
 - Need to get out the word to families and others to write to elected city officials to be in favor of this funding
- AP search
 - Have not come across any desirable candidate yet
 - Would like to hire a recruiter to conduct search
 - Motion to hire recruiter to assist in finding an AP

None opposed
Motion passed

Principal Salary

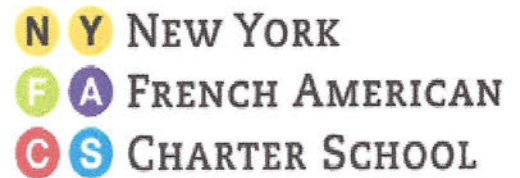
- The principal's salary was determined on attendance and enrollment targets, test scores all which are stipulated in the school charter along with the attainment of a five year charter renewal

Next board meeting: **April 9, 2019**

Motion to adjourn meeting

None opposed

Motion passed



April 2019 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date April 9, 2019

6:30pm-9:00pm

Attendance:

Richard Ortolì

Dionne Beckford

Dan Vos

Zohair Ghenania

Brandi Lilly McLean

Charmine Lucate

Joselyn Rettic

Mason Mallory

Carine Pena

Call to Order

1) Motion to approve March Board meeting minutes and April Board Meeting agenda

2) Teacher Updates

None

3) PTO Updates

- No meeting
- Planning to have a meeting April 18th
- Met with new picture day company and revising contract
- Finalizing School uniforms for upper and lower grades.

4) Principal Update

- Charter approval indicated 400 capacity, instead of 375 submit in charter application.
- Lottery offers have been distributed. – 1,010 students have applied and 128 spots have been offered.
- 9 of 16 students were never exposed to French.
- Board raised concerns about retention from 5 th to 6 th grade (elementary to middle school). Suggested planning earlier to distribute post cards and other marketing to eligible students in October.
- Need an assessment of bus pick-up to service parents coming from the Bronx. There may be more parents coming from the North Bronx but the bus currently picks up

- from the South Bronx.
- 1/3 of current students are estimated to be from the Bronx.
- SPED enrollment reported to be under the average in the district. However, NYFACS is servicing 42 students (not the 18 included in the report). Average in the community is 20% but we currently service ~14% SPED students.

5) Committee Updates

Finance and Facilities

- Approved for loan to purchase building; Final term sheet is more favorable than anticipated.
- Additional \$35K of costs for testing needed to move loan to the next stage.
- Need to evaluate whether to begin 2 nd phase of analysis, as we need a contract to purchase the building by April 19 th , in order to stay on schedule for the construction.
- Development Committee
- Senior trip – 40 students signed up for trip to DC.
- Planning to have a trip to embassy

Raffle/Fundraiser – selling tickets and have performance from students Friday, April 12th

List of 5 sponsors and receiving donations.

6) Next board meeting: **May 7, 2019**

Motion to adjourn meeting

None opposed

Motion passed

May 2019 Board Meeting

Location: NYFACS, 311 W. 120th Street, NY, NY 10027

Date: May 7, 2018

6:30pm-9:00pm

Attendance:

Richard Ortoli

Dionne Beckford

Dan Vos

Zohair Ghenania

Charmine Lucate

Jocelyn Rettic

Mason Mallory

Call to Order

1) Motion to approve April minutes and approve May Board meeting agenda

-Motion to add an Executive Session

- None opposed, motion passed

-None opposed, motion passed

Motion to approve agenda

-Motion to approve minutes

- None opposed, motion passed

2) PTO Updates

- Providing school supplies list for families; prices are lower this year
- New company for picture day; provide more options and have online ordering
- Parents night out on May 17 at Harlem Tavern
- Trying to get t-shirts for parents
- Multicultural Festival
 - Looking to have vendors
 - Looking to make an even bigger event this year
- Soccer Program
 - Looking for the space
- Farmer's Market
 - Not able to get started because of issues with crops
 - Looking to get set up for the Fall

Building Financing

- School parent, Fred Swint, involved in financing buildings; can give some guidance in this area to help with next steps for the securing school building
- Should put in an electronic application for grant money

3)Teacher Update

- Testing went well
- Testing was in both buildings
- Teachers were meeting with the coach to make sure they were going over the benchmarks
- Would like to find a new balance with English and French; we are spending more time with the English in upper grades but we need to revisit our vision for the school balanced with the demands of testing

- Students are getting extra French support from Lycee high school students
- Looking to see how to administer the DELF officially (will get ideas from another French school)
- Would like to establish summer school this summer

Motion to removed December 23 from school calendar (will add this day back at some point in the calendar)

None opposed

Motion passed

4) Administrative Dashboard

- Current enrollment is 290
- Arranged to have PAL to use for next year
- We are still accepting applications; deadline is May 10 and we have 700 on waiting list

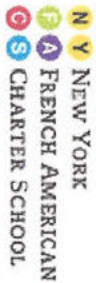
5) AP recruitment prices

- Will use Carnie Sandoe to do recruiting for AP position.

6) Committee Updates

None

Next board meeting: June 11, 2019



Nancy Sako

3rd and 4th Floor Classrooms.

Jerry's Locksmith

To: Nancy Sako

Wed, Oct 30, 2019 at 9:17 PM

Hello Nancy,

Attached please find the invoice for the job done at your location last week. They were 3 doors hitting the frames that wouldn't close and slamming hard. We repaired them at no cost to you.

Thanks,
Jerry.

Jerry's Locksmith Service, inc
Fully Licensed and Insured
Flushing, NY 11355
917 873-1728

 NYFACS various door locks + closer.pdf
643K

Jerry's Locksmith Service, Inc

N.Y.C. Licensed Locksmith

Insured & Bonded by the

National Locksmith Association

P.O. Box 521210, Flushing, NY 11352

(917) 873-1728 • Fax (347) 732-0349

E-mail: jerry12913@gmail.com



INVOICE 2215

P.O. N°=

DATE

10/29/19

DATE SHIPPED

SHIPPED VIA

SOLD TO

Name

NY FACS.

Address

311 West 120th Street

City

New York

State

NY

Zip

Phone

Fax

Email

Qty.	U/M	Description	Unit Price	Total Price
11	ea	Lever Locks Replaced at classrooms. Doors can be locked by pressing a button in the lock while Teachers or Students are inside the room in case of emergency. Rooms 401, 401A, 404, 403, 202B, 302A, Madame Lenoe's, 302A, 304, - Door next to 3rd fl AC room. - Door between Girls Bthroom and #304.	\$325=	\$3,575=
1	ea	Door closer Replaced at Room 304.		\$485=
3		Doors not closing due to hitting the frame - We straighten them out so doors self close and self lock - girls B/room + 2 on 4th floor.		0
Subtotal				
Tax				
Total				\$4,060=

Quality our priority!

Thank You!



Entry 10 Enrollment and Retention of Special Populations

Created: 10/18/2019 • Last updated: 10/19/2019

Instructions for Reporting Enrollment and Retention Strategies

Describe the efforts the charter school has made in 2018 19 toward meeting targets to attract and retain enrollment of students with disabilities, English language learners/Multilingual learners, and students who are economically disadvantaged. In addition, describe the school’s plans for meeting or making progress toward meeting its enrollment and retention targets in 2019 20.

NEW YORK FRENCH-AMERICAN CHARTER SCHOOLSection Heading

Recruitment/Attraction Efforts Toward Meeting Targets

	Describe Recruitment Efforts in 2018 19	Describe Recruitment Plans in 2019 20
Economically Disadvantaged		
English Language Learners/Multilingual Learners		
Students with Disabilities		

Retention Efforts Toward Meeting Targets

	Describe Retention Efforts in 2018 19	Describe Retention Plans in 2019 20
Econom ically Disadva ntaged		
English Langua ge Learner s/Multili ngual Learner s		
Student s with Disabilit ies		



Entry 11 Classroom Teacher and Administrator Attrition

Created: 10/24/2019 • Last updated: 11/01/2019

Report changes in teacher and administrator staffing.

Instructions for completing the Classroom Teacher and Administrator Attrition Tables

Charter schools must complete the tables titled 2018-2019 Classroom Teacher and Administrator Attrition to report changes in teacher and administrator staffing during the 2018-2019 school year. Please provide the full time equivalent (FTE) of staff on June 30, 2018; the FTE for any departed staff from July 1, 2018 through June 30, 2019; the FTE for added staff from July 1, 2018 through June 30, 2019; and the FTE of staff added in newly created positions from July 1, 2018 through June 30, 2019 using the tables provided.

1. Classroom Teacher Attrition Table

	FTE Classroom Teachers on 6/30/18	FTE Classroom Teachers Departed 7/1/18 6/30/19	FTE Classroom Teachers Filling Vacant Positions 7/1/18 6/30/19	FTE Classroom Teachers Added in New Positions 7/1/18 6/30/19	FTE of Classroom Teachers on 6/30/19
	21	5	5	26	5

2. Administrator Position Attrition Table

	FTE Administrative Positions on 6/30/18	FTE Administrators Departed 7/1/18 6/30/19	FTE Administrators Filling Vacant Positions 7/1/18 6/30/19	FTE Administrators Added in New Positions 7/1/18 6/30/19	FTE Administrative Positions on 6/30/19
	6	1	1	1	6

3. Tell your school's story

Charter schools may provide additional information in this section of the Annual Report about their respective teacher and administrator attrition rates as some teacher or administrator departures do not reflect advancement or movement within the charter school networks. Schools may provide additional detail to reflect a teacher’s advancement up the ladder to a leadership position within the network or an administrator’s movement to lead a new network charter school.

(No response)

4. Charter schools must ensure that all prospective employees receive clearance through [the NYSED Office of School Personnel Review and Accountability](#) (OSPRA) prior to employment. After an employee has been cleared, schools are required to maintain proof of such clearance in the file of each employee. For the safety of all students, charter schools must take immediate steps to terminate the employment of individuals who have been denied clearance. Once the employees have been terminated, the school must terminate the request for clearance in the TEACH system.

Have all employees have been cleared through the NYSED TEACH system?

Yes

5. For perspective or current employees whose clearance has been denied, have you terminated their employment and removed them from the TEACH system?

	Yes
--	-----

Thank you



Entry 12 Uncertified Teachers

Last updated: 11/01/2019

Instructions for Reporting Percent of Uncertified Teachers

The table below is reflective of the information collected through the online portal for compliance with New York State Education Law 2854(3)(a-1) for teaching staff qualifications. Enter the relevant full time equivalent (FTE) count of teachers in each column. For example, a school with 20 full time teachers and 5 half time teachers would have an FTE count of 22.5. If more than one column applies to a particular teacher, please select one column for the FTE count. Please do not include paraprofessionals, such as teacher assistants.

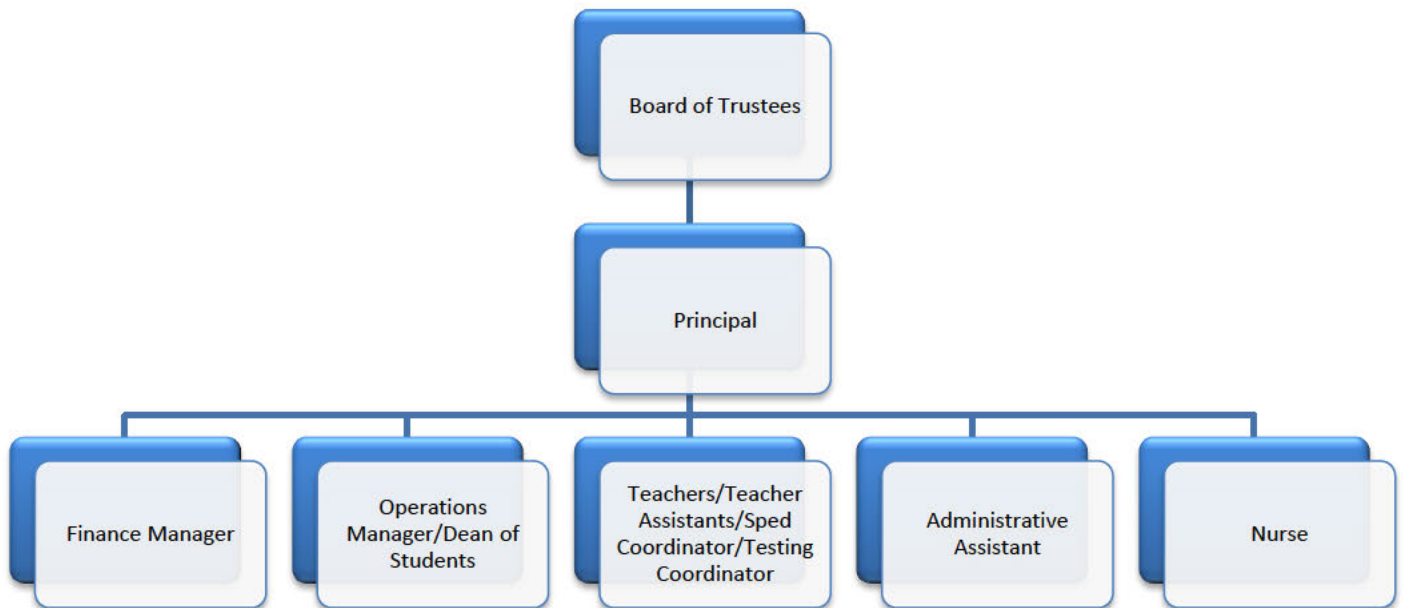
FTE count of uncertified teachers on 6/30/18, and each uncertified teacher should be counted only once.

	FTE Count
1. Total FTE count of uncertified teachers (6 30 19)	12
2. FTE count of uncertified teachers with at least three years of elementary, middle or secondary classroom teaching experience (6 30 19)	11
3. FTE count of uncertified teachers who are tenured or tenure track college faculty (6 30 19)	0
4. FTE count of uncertified teachers with two years of Teach for America experience (6 30 19)	0
5. FTE count of uncertified teachers with exceptional business, professional, artistic, athletic, or military experience (6 30 19)	1
6. FTE count of uncertified teachers who do not fit into any of the prior four categories (6 30 19)	

FTE Count of All Uncertified Teachers as of 6/30/19 11

FTE Count of All Certified Teachers as of 6/30/19 12

Thank you.



School Calendar 2019–2020

SEPT 5	FIRST DAY OF SCHOOL FOR ALL STUDENTS (Partial school day for pre-kindergarten public school students)
SEPT 12	Parent Teacher Conferences for Elementary Schools and K–8 Schools (Evening)*
SEPT 19	Parent Teacher Conferences for Middle Schools (Evening)*
SEPT 26	Parent Teacher Conferences for High Schools, K–12, and 6–12 Schools (Evening)*
SEPT 30–OCT 1	Rosh Hashanah (Schools closed)
OCT 9	Yom Kippur (Schools closed)
OCT 14	Columbus Day (Schools closed)
NOV 5	Election Day/Chancellor's Conference Day for Staff Development (Students do not attend school)
NOV 6–7	Parent Teacher Conferences for Middle Schools and District 75 Programs (Evening and Afternoon)*
NOV 11	Veterans Day Observed (Schools closed)
NOV 13–14	Parent Teacher Conferences for Elementary Schools and K–8 Schools (Evening and Afternoon)*
NOV 21–22	Parent Teacher Conferences for High Schools, K–12, and 6–12 Schools (Evening and Afternoon)*
NOV 28–29	Thanksgiving Recess (Schools closed)
DEC 23–JAN 1	Winter Recess (Schools closed)— <i>Dates updated</i>
JAN 20	Dr. Martin Luther King Jr. Day (Schools closed)
JAN 27	January Clerical Day for Upper Grades Only (High school/6–12 school students do not attend, unless enrolled in a District 75 program)
JAN 28	Spring Term Begins (For students in semester-model schools)
FEB 17–21	Midwinter Recess (Schools closed)
MAR 4–5	Parent Teacher Conferences for Elementary Schools and K–8 Schools (Evening and Afternoon)*
MAR 12–13	Parent Teacher Conferences for Middle Schools and District 75 Programs (Evening and Afternoon)*
MAR 19–20	Parent Teacher Conferences for High Schools, K–12, and 6–12 Schools (Evening and Afternoon)*
APR 9–17	Spring Recess (Schools closed)
MAY 7	Parent Teacher Conferences for Elementary Schools and K–8 Schools (Evening)*
MAY 14	Parent Teacher Conferences for Middle Schools (Evening)*
MAY 21	Parent Teacher Conferences for High Schools, K–12, and 6–12 Schools (Evening)*
MAY 25	Memorial Day (Schools closed)
JUN 4	Anniversary Day/Chancellor's Conference Day for Staff Development (Students do not attend school)
JUN 9	June Clerical Day for Lower Grades Only (Elementary school/middle school/District 75 students do not attend)
JUN 26	LAST DAY OF SCHOOL FOR ALL STUDENTS (Early dismissal)

*These parent teacher conference dates are citywide. However, schools may decide to hold conferences on alternative dates, with approval. Please check with your school for details. For testing dates and other events, visit schools.nyc.gov/calendar.

NYFACS 2019/20 Academic Calendar

September 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	★5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						*17

October 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						*20

November 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						*17

December 2019						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						*15

January 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						*21

February 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
						*15

March 2020						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						*22







April 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
						*16

May 2020						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						*20

June 2020						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	★26	27
28	29	30				
						*18

July 2020						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

	School Closed
	Early Release Day
	Employee Planning (no school for students)
	Marking Period Begins
	End of Marking Period
	First Day / Last Day of School
181 Days of School	

Professional Development Dates	
Sep 3rd & 4th	Feb 4th & 25th
Oct 8th & 22nd	Mar 3rd & 17th
Nov 5th & 12th	Apr 7th & 21st
Dec 3rd & 17th	May 5th & 19th
Jan 7th & 21st	Jun 4th & 9th