# KIPP NYC Washington Heights Academy (II)

Full Application submitted in response to the *2011 New York State Education Department Request for Proposals to Establish Charter Schools Authorized by the Board of Regents*

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| School Name: | KIPP NYC Washington Heights Academy (II) |
| Disctrict or CSD: | CSD 6 |
| Projected Grade Levels, 5 Years: | K, 1, 2, 3, 5, 6, 7, 8, 9 |
| Project Grade Levels, Fully Developed: | K-12 |
| Projected Maximum Enrollment, 5 Years: | 800 students |
| Projected Maximum Enrollment, Fully Developed: | 1,060 students |


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| Lead Applicant : | David Levin, Superintendent, KIPP NYC |
| Media Contact: | David Levin [redacted] |


KIPP NYC

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KIPP NYC is a non-profit network of free, public charter schools that prepare students for success in college and life. In 1995 we started our first middle school, KIPP Academy, in the Bronx. Our goal was to graduate students with the strength of character and academic abilities needed to succeed in life – and in so doing, to prove what is possible in urban schools. We promised to do whatever was necessary to help our students succeed, and we asked them, and their parents, to make similarly rigorous commitments. Fifteen years later, KIPP NYC is still making – and keeping – the same promises. KIPP NYC has grown to serve more than 1,700 students and 750 alumni; 83% come from low-income families, 97% are African American or Latino and all are selected by lottery.

Building off the success of the last 15 years, KIPP NYC is excited to expand and serve the Washington Heights community beginning in 2012. If our application is successful, KIPP NYC Washington Heights Academy (II) will join the KIPP NYC network of four charter school programs: KIPP Academy (South Bronx; 1995), KIPP STAR Academy (Harlem; 2003), KIPP Infinity (Harlem; 2005) and KIPP AMP Academy (Crown Heights; 2005). KIPP NYC Washington Heights Academy (II) will be a Kindergarten – 12th grade college preparatory school program that reflects KIPP's commitment to academic rigor and character development.

KIPP NYC is also submitting a second application to open KIPP NYC Washington Heights Academy (I) in CSD 6 in 2012. KIPP NYC will ensure that over 2,100 students in Washington Heights receive access to high quality instruction once both proposed charter schools reach full capacity. Ultimately, our hope is that both schools will serve as a model in Washington Heights and the educational community at-large, illustrating what students can accomplish when they are challenged to excel and supported by committed, talented educators.

# Section I. Education Plan

## A. Curriculum and Instruction

1. Three Key Components

KIPP NYC Washington Heights Academy (II) will build off of the successful KIPP educational model, following 3 core components:

- Component #1: The Five Pillars

High Expectations. Students in all grades will follow a rigorous academic and character development program that will have clearly defined and measureable high expectations. KIPP NYC Washington Heights Academy (II) will be a college-preparatory public education program. Students will be taught from the first day of school, that with sustained devotion and focus on academic achievement, a 4-year college education is an achievable reality.

More Time on Task. KIPP NYC Washington Heights Academy (II) students will be taught that there are no shortcuts to success in academics and life. They will all participate in an extended school day, week and year. While daily schedules may vary according by grade level, students will spend approximately 67% more time on focused instruction each year than their traditional public school peers.

Focus on Results. KIPP NYC Washington Heights Academy (II) will focus on student achievement throughout all grades as measured by appropriate assessment tools. Assessment results will inform instruction in pursuit of the school's mission, and help to ensure that our students are on track to graduate from high school and college.

Power to Lead. The principal of KIPP NYC Washington Heights Academy (II) will maintain control over the essential elements of their respective budget, teachers and staff while reporting to the KIPP NYC Washington Heights Charter Schools Board of Trustees.

Choice and Commitment. KIPP NYC Washington Heights Academy (II) parents, students and teachers will each be asked to sign the Commitment to Excellence form to affirm their choice to be a part of the KIPP team and family.

The Commitment to Excellence articulates the expectations to which parents, students and teachers will be held and their responsibilities as members of the KIPP community.

- Component #2: High-Quality Instruction

High-Quality Instruction. Instruction is the core activity of all schools. While several important factors contribute to student achievement, research has demonstrated that the quality of classroom instruction has twice the impact on student achievement as school-wide policies regarding curriculum, assessment, staff collegiality, and community involvement[1]. Experience at KIPP NYC has indicated that high quality instruction consists of two components: What is taught and how it is taught.

What is Taught. Research from E.D. Hirsch confirms what experiences have demonstrated: the development of intellectual skills is possible only after a solid base of fundamental academic skills and knowledge is attained[2]. New York City achievement data suggests that historically such fundamental skills mastery has been lacking.

How it is Taught. At KIPP NYC, we have learned that high quality instruction is the result of meticulous planning, varied and rigorous instruction techniques and methods that are relevant to students.

- Component #3: Character Development

More than academic and intellectual skills alone are needed to maximize a student's potential in college and beyond. Our experience has taught us that academics without character is insufficient. As a result, character development is a focus of the KIPP academic culture, as is the implementation of a consistent and fair behavior management system.

2. Summary Breakdown by Level (Elementary, Middle, High & Beyond)

The following is the framework that includes specific instructional strategies and practices that will be relevant and necessary to successfully implementing our curriculum at KIPP NYC Washington Heights Academy (II).

- Grade K-4: Elementary

In grades K-4, thematic units will help the skills and content to come alive. Skills and content will not exist in isolation, but carry over into the various core subjects linked by a common theme. During KIPP Science, the teacher will also integrate health into their curriculum as they teach about the human body, functions and systems. In KIPP English Language Arts, both KIPP Health and Career Services will be addressed through "read alouds", projects, and interviews of people within the community. Career services and occupational services will also be integrated into the KIPP Social Studies curriculum as well as character lessons and daily routines, as students assume leadership roles and eventually classroom jobs.

KIPP Music class will not only address music instruction, but it will also focus on how to move with the music; keep time with their movements and change tempo as they hear. This will progress into actual dance steps as the students get older. Similarly, the KIPP Physical Education program will not only address development of the large and small muscle movements, team sports, and skills, but will address different forms of dance and various aspects of health. As students learn about their muscles through movement, they will also learn about how to keep their bodies healthy. Aspects of theater will also be integrated through student readings, dramatizations and performances.

- 5th-8th Grade: Middle

The activity-focused approach of KIPP Mathematics will be integrated with "Saxon Math", a curriculum that introduces new mathematical concepts while simultaneously assessing learned concepts and skills, allowing students to review basic ideas while increasing their mathematical sophistication. The combination of a spiral skills-

[1] Marzano, 2003
[2] E.D. Hirsch, 1996

based textbook series and a set of customized learning activities for underserved urban children will help students shore up areas of weakness as they grow mathematically. Similarly, the KIPP English Language Arts curriculum will be designed to help students read and write on grade level as soon as possible and then equip them with sophisticated literary analysis skills, and strong writing and speaking skills. Students will be expected to read 60+ books each year, far exceeding the state standard of 25 books. In writing class, students will learn, and experience 2-3 times/month the entire writing cycle: brainstorming, outlining, drafting, revising and publishing. Students will receive direct individual writing feedback to help them reach grade level as soon as possible.

In KIPP Science, students will learn science experientially. Using inquiry methodologies and project-based learning that allow students to engage in complex scientific investigation and experimentation, KIPP Science invites students to question and probe for solutions like expert scientists. The curriculum will rely heavily on Delta Science Modules (DSM) II developed by the Livermore Science Center at the University of California; Berkeley. Like the science curriculum, the KIPP Social Studies curriculum will also be inquiry-driven, project-based learning, encouraging teamwork and collaboration, and promoting the development of students' speaking and presentation skills. The curriculum will cover the history, geography, government structure, social development and culture of the United States (including New York State) as well as the influences of ancient civilizations on modern Western civilization.

KIPP Physical Education will be a structured physical education class in accordance with the New York State Physical Education Learning Standards. KIPPsters will develop competency in a variety of sports, build motor skills and coordination, and learn the social rules that govern team interaction and competition. They will learn the benefits of fitness and of teamwork. The KIPP Visual and Performing Arts program will follow the New York State Standards, focusing on artistic perception, creative expression, historical and cultural context, aesthetic valuing, and connections, relations, and applications. Teachers will strive to incorporate all learning styles and modalities into each lesson, providing ample opportunity for artistic creativity and expression.

- 9th to 12th Grade: College Prep High

KIPP NYC Washington Heights Academy (II) will offer courses to 9th-12th graders as part of our existing co-located high school program with KIPP Academy, KIPP Infinity, KIPP AMP, KIPP STAR and, if approved, KIPP NYC Washington Heights Academy (I). Courses departments while honors sections will be offered for students with an average of 85% or higher in the previous grade who receive a recommendation from their teacher.

KIPP English. The English Department will offer a rigorous 4-year course of study that fosters critical thinking, reading and analytical skills, technological proficiency and creativity and sophistication in writing. As KIPPsters enter the 9th grade, their study will be designed to ready students for the more advanced work that will come in the upper grades, focused on preparation (in the long term) for the SAT exam for college and university admissions and the creation of life-long critical readers and writers. The short-term goal will be continued growth in reading and writing proficiency, as well as effective preparation for the New York State Comprehensive English Regents exam. Throughout the year students will consider their place in global society, and question their assumptions about themselves and the world around them. They will continue on to focusing on a wide range of British literature, as well as colonial and post-colonial literature before moving on to American literature. As students prepare concretely for the college admissions process, writing and reading in these classes will be taken to the next level.

KIPP Mathematics. The Mathematics Department will provide all students with a foundation needed for higher-level education and beyond. KIPPsters will develop learn and appreciate reasoning in real life circumstances, enhance their problem solving and analytical skills, and acquire the technological skills needed in today's competitive science and engineering industries. Courses within these subject areas will be offered at varied levels, addressing both practical application and high-level theoretical concepts. All courses will provide students with an environment in which to develop as mathematical thinkers, culminating with successful completion of the New York State Regents Examinations in Integrated Algebra, and Geometry Algebra II/Trigonometry. In addition, KIPP NYC Washington Heights Academy (II) will offer Pre-Calculus and Honors Pre-Calculus for those pursuing college level courses.

KIPP Science. The Science Department will provide a challenging and supportive environment in which students develop the skills and knowledge pertaining to the scientific method, the fundamental principles of life and physical science and scientific communication. All courses will culminate with successful completion of the New York State Regents Examinations in Living Environment, Earth Science, Chemistry and Physics.

KIPP Social Studies. The Social Studies Department will be committed to developing thoughtful, analytical students of history. Students will develop both an appreciation for history as a discipline and gain a better understanding of the present through an understanding of the past. Through our teaching, we hope that our students will learn to look beyond themselves and engage more thoughtfully and empathically with their world. All 9th and 10th graders will be required to take Global History and Geography I and II culminating in a Regents Exam at the end of 10th grade. Furthermore, courses will be offered in US History and Government, Economics and a class dedicated to Participation in Government.

KIPP Language. The Language Department will open doors and new opportunities to students through engaging and challenging coursework and cultural experiences. Two tracks of Spanish study will be offered to meet the needs of students from diverse linguistic backgrounds. Non-native speaking juniors and seniors who have proven to be proficient in Spanish will undertake an independent community project during the spring semester. Native and heritage speaking juniors and seniors will study Spanish, Central American and South American history and culture as a means to develop literary comprehension and appreciation. All students will have the opportunity to take the New York State Spanish Regents Exam, AP Spanish Language and/or SAT II Spanish Language in their third or fourth year of study.

KIPP Health & Physical Education. The Health Program will seek to develop students that understand the body and its functions, including the ways in which sexual activity and STDs/HIV/AIDS can affect their lives. In addition, the Health program will seek to empower students to make positive decisions regarding their bodies and to promote wellness, health literacy, and positive health behavior in young adults. The Physical Education Program will be a participation-based class, in which all students have an opportunity to excel. We will make every effort to improve the individual fitness level of each student. We believe that the mind and body are interdependent; the body must be fit if the mind is to function at its maximum potential.

KIPP Visual Arts. The Visual Arts Program will develop students' capacity to express ideas through the language of visual arts and to enhance their understanding of critical issues related to the visual art-making world. Students will explore a variety of media and will be exposed to a wide range of tools. Using both traditional and unconventional materials, students will learn how to explore their personal artistic vision and bring it to life through the language of art.

KIPP College Prep. Each year, students will tackle topics that seek to prepare them above and beyond their core classes for the challenges of college matriculation and completion. In Speech and Composition, 9th graders will work in conjunction with their English I course to become successful college-level writers, focusing heavily on essay writing and analytical writing. In Math and Verbal Reasoning, 10th graders will focus on critical reading and problem solving to prepare them for exams like the PSAT and SAT. In 11th grade students will focus on the college admissions process. Our 12th graders will receive extensive support from KIPP college counselors. They will take part in a 2-week boot camp before the school year to work on their personal statements and explore college options through research and campus visits. In the second semester, students will focus on the financial aid process and college life preparedness (including how to open a checking account, learning to read a course guide, and understanding graduation requirements and majors).

- KIPP Through College (KTC)

For over 8 years, KIPP Through College (KTC) staff and services have been singularly focused on giving our alumni the scaffolding and support to enable their successful journey to and through college and into the working world. KTC

staff act as advisors to our alumni while in college providing them with support and mentoring, more formalized counseling when necessary, enrichment programming, and career exploration services. The starting point for these services is relationships. KTC advisors connect with our alumni at least monthly and visit at least 75% of our graduates on campus each year. Building on these relationships, KTC connects alumni to critical academic resources, run tutoring and internship programs provide supplementary financial assistance and convene alumni for career preparation, peer support and networking events.

3. Instructional Needs Reflected in Professional Development

Each year, as part of our commitment to continuous learning and continuous improvement, KIPP NYC Washington Heights Academy (II) will set 2-3 main areas of focus for professional development. In our first year of operation, we will focus on pedagogy-teaching strategies, culturally relevant teaching styles, and the establishment of a strong classroom and school culture.

Dedicated Intensive Weeks. The KIPP NYC Washington Heights Academy (II) professional development program will begin with an intensive week of staff development prior to the beginning of each summer session and another week prior to the beginning of the fall session. During these sessions, staff will visit other KIPP NYC schools as well to learn about and observe the daily expectations, culture and operation of a successful KIPP school.

On-Going Workshops. In addition to intensive development experiences, more frequent trainings and workshops will cover school and staff culture, curriculum and standards, team building and logistics, teacher evaluation, peer review, student assessment, lesson planning, parent involvement, community relations, and partnerships with community based organizations, among other subjects. Teachers will also receive training regarding the education of English Language Learners (ELL) and Students with Disabilities. Such training will include, at a minimum, information on the referral process to the NYC Public Schools' Committee on Special Education (CSE), the development of the individualized education plans (IEP), implementation and evaluation of a student's progress towards meeting IEP goals, and reporting requirements.

Bridging the Gap Between Teacher and Principal. KIPP NYC Washington Heights Academy (II)'s principal will work daily with each teacher providing constant support and feedback in designing and implementing top-quality lessons. These lessons will incorporate a clearly defined aim and engaging activities that take into consideration various student learning styles and interests. These informal feedback sessions will serve to bridge the gap between teacher development and formal evaluation and will equip faculty to self-assess more effectively. Faculty members will also receive mid and end of the year formal evaluation by the principals.

Peer Collaboration. Teachers at KIPP NYC Washington Heights Academy (II) will work together to refine, share, and develop effective teaching strategies, which they can then utilize in team-teaching experiences. The academic day will be designed in such a manner that faculty members will, at least twice a month, collaborate on planning (lessons, curriculum, school and classroom culture), observe each other and provide each other with feedback.

## B. School Calendar and Daily Schedule (Attachment 3 and 4)

A Mission Aligned Calendar and Schedule. Reflecting KIPP's core belief that more time on task matters, the proposed school calendars reflect an extended school day where students will be in school on average 67% more than their traditional public school peers. KIPP NYC Washington Heights Academy (II) will also feature an extended school year in session for over 210 days, including Saturday sessions and 3 weeks of mandatory summer school, which KIPP considers to be the beginning of the regular academic year. Please see sample daily schedules for elementary, middle and high school in Attachment 3, as well as our proposed school calendar, which has been included as Attachment 4.

## C. Target Population

1. Meeting the Educational Needs of Washington Heights

Washington Heights is a predominantly Hispanic/Latin American community with a high percentage of new immigrants and high poverty rates; it is considered a high-risk area for students. A child in Washington Heights has a 2 in 5 chance of qualifying for ELL support, a 1 in 4 chance of living in a home with a single parent, and a 4 in 5 chance of being below the poverty line. With only 13% of Latino students from the CSD attending college[3], Washington Heights will benefit greatly from a school with KIPP's proven track record and our "whatever it takes" commitment to serve students and families.

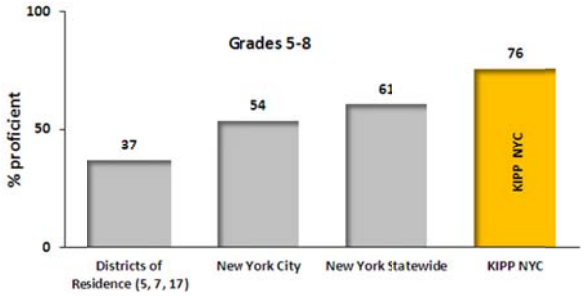
KIPP NYC Washington Heights Academy (II), like its KIPP NYC counterparts, will be committed to serving students who are most at-risk of being underserved by educational institutions in CSD 6. While the exact locations of our campuses are unknown at this time, we intend to serve the population that needs us most, and will implement an effective outreach and recruitment plan to ensure that we do. Based on our current experience operating charter schools in the underserved neighborhoods of South Bronx, Harlem and Crown Heights, coupled with our understanding of the Washington Heights community, we anticipate that the student population of KIPP NYC Washington Heights Academy (II) will be 100% African-American or Latino, over 85% of students will qualify for free or reduced priced lunch, and approximately 10% will be Special Needs students.

2. Retaining the Target Population

KIPP NYC Washington Heights Academy (II) believes that every student has diverse academic needs for sustainable academic careers. Throughout their experience at KIPP NYC Washington Heights Academy (II), students will receive ongoing support and counseling as necessary to help them achieve their greatest potential. Home visits will continue to be a cornerstone practice at all grade levels, as well as providing an on-staff social worker who is invested in students and the KIPP mission.

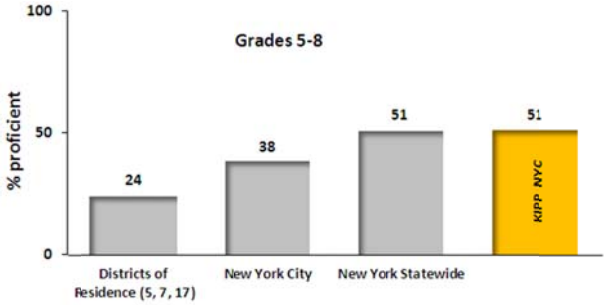
3. Providing a rigorous educational opportunity for Washington Heights Students:

For the last 15 years, KIPP NYC schools have been helping to decrease the student achievement gaps in English/Language Arts and mathematics, providing our students with the academic and character skills necessary to climb the mountain to college. As the graph below shows, KIPP NYC middle school students outperformed their Districts of Residence (NYC Districts 5, 7, 17) at all grade levels by an average of 39% points in mathematics.




And in English/Language Arts, KIPP NYC middle school students outperformed their Districts of Residence (NYC Districts 5, 7, 17) at all grade levels by an average of 27% points.

[3] Center for Latin American, Caribbean & Latino Studies, CUNY Graduate Center




Please refer to Attachment 14 for more information on how each KIPP NYC charter school (KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP) has performed over the last three years. The founding group believes that KIPP NYC Washington Heights Academy (II) will have a similar educational impact in CSD 6 as our other schools have had in Harlem, the South Bronx and Crown Heights, Brooklyn.

4. Student Enrollment Plan

Having successfully run charter schools communities similar to CSD 6 in many respects, we have developed an enrollment plan that reflects the lessons we have learned and our experience regarding student attrition and holdovers. KIPP NYC Washington Heights Academy (II) will begin as a middle school program for entering 5th graders.

Projected enrollment at KIPP NYC Washington Heights Academy (II) throughout the charter years:

| | 2012 – 2013 | 2013 - 2014 | 2014 - 2015 | 2015 - 2016 | 2016 - 2017 |
|---|---|---|---|---|---|
| Kindergarten | 0 | 100 | 100 | 100 | 100 |
| First Grade | 0 | 0 | 100 | 100 | 100 |
| Second Grade | 0 | 0 | 0 | 100 | 100 |
| Third Grade | 0 | 0 | 0 | 0 | 100 |
| Fourth Grade | 0 | 0 | 0 | 0 | 0 |
| Fifth Grade | 90 | 90 | 90 | 90 | 90 |
| Sixth Grade | 0 | 90 | 90 | 90 | 90 |
| Seventh Grade | 0 | 0 | 81 | 81 | 81 |
| Eighth Grade | 0 | 0 | 0 | 73 | 73 |
| Ninth Grade | 0 | 0 | 0 | 0 | 66 |
| Tenth Grade | 0 | 0 | 0 | 0 | 0 |
| Eleventh Grade | 0 | 0 | 0 | 0 | 0 |
| Twelfth Grade | 0 | 0 | 0 | 0 | 0 |
| Total Enrollment | 90 | 280 | 461 | 634 | 800 |

Lottery Procedure. KIPP NYC Washington Heights Academy (II) will be open to all New York students and a blind lottery will be held to fill open seats. The only information necessary to enter this lottery will be the student's name and contact information. KIPP NYC Washington Heights Academy (II) will conduct its admissions and lotteries in accordance with all applicable NYS Charter School laws.

Criteria and Preferences. KIPP NYC Washington Heights Academy (II) wishes to employ an at-risk admission preference in the lottery admission process. This criterion would be defined by the applicant's free and reduced lunch status, consistent with the lottery admission policies of all KIPP NYC charter schools. As such, all applicants would be asked to fill out the standard Free and Reduced Meals application or submit a public assistance verification form to determine their eligibility for this preference. Admission preferences would then be applied as follows in this order: 1) returning students; 2) siblings; 3) students residing within CSD 6 and eligible for free and reduced meals; 4) students residing outside of CSD 6 and eligible for free and reduced meals; 5) students residing within CSD 6 and

not eligible for free and reduced meals; and 6) students residing outside of CSD 6 and not eligible for free and reduced meals. Following the lottery in April and upon a child's offer of placement into KIPP NYC Washington Heights Academy (II), the school would provide parents/guardians with a written description of the admission and enrollment policies and practices. While we understand that SED will provide more guidance around admission criteria, it is our intention, if permitted, to employ the same at-risk admission criteria used at our other KIPP NYC schools.

5. Identification of Students with Disabilities

KIPP NYC Washington Heights Academy (II) will adhere to all provisions of federal law relating to students with disabilities, including the Individuals with Disabilities Act (IDEA), Section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990. Once all students have been enrolled into the school, all prior school records -- including individualized education plans IEP for all students -- will be obtained. School staff will then work with the Committee on Special Education (CSE) to properly transition all identified students with disabilities to their new school. This process will include a meeting with the CSE and a student's parents to discuss how services will be delivered consistent with the IEP. In all instances, the school will work with the CSE to ensure that all services recommended by the IEP allow the student to advance appropriately toward attaining annual goals, to become involved in the general curriculum, and to participate in extracurricular and other non-academic activities in the least restrictive environment.

Students without an IEP who exhibit signs of having a disability beyond the initial 3-week period may be considered for referral to the CSE. All referrals will state the reasons for such (including any test results), describe attempts to remediate the student's performance (including supplementary aids or support services), and describe the nature and extent of parental involvement. A copy of this referral, along with the procedural safeguards notices described in 34 CFR §300.504, will be sent to the student's guardians.

Our Approach. The founders of KIPP NYC Washington Heights Academy (II) share one vital, common belief: all students, regardless of family background, income, race, religion, sex, or health, can, and will, learn. This core belief extends to students with disabilities. To the maximum extent that would be allowed by each student's IEP and all applicable federal laws, including the IDEA, KIPP NYC Washington Heights Academy (II) will educate students with disabilities in the least restrictive environment with their non-disabled peers. Special classes, separate schooling, or otherwise removing students with disabilities from the regular educational environment will occur only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Our Assurances. The school will employ, at a minimum, one properly certified individual as the school's special education coordinator, whose responsibilities will include: coordinating with the CSE; providing information to CSE to determine if entering students have IEP; and working with CSE and school districts to ensure that all required special education and related services are being provided, and that all IEPs are appropriate in the context of the charter school setting. In the beginning of the school year, the coordinator will meet with the school district on a weekly basis. After the first few months, the coordinator will meet with the district on a monthly basis. The special education coordinator will take on additional administrative duties, but only to the extent that they will not interfere his/her responsibilities as the coordinator, to ensure the school's compliance with the IDEA, section 504 of the Rehabilitation Act of 1974, and Title II of the Americans with Disabilities Act of 1990.

The school, and its special education teacher/coordinator, will work consistently with applicable law with school districts to ensure that all students with disabilities that qualify under the IDEA:

- Will have available a free appropriate public education (FAPE);
- Will be appropriately evaluated;
- Will be provided with an IEP;
- Will receive an appropriate education in the least restrictive environment;
- Will be involved in the development of and decisions regarding the IEP, along with their parents; and

- Will have access to appropriate procedures and mechanisms, along with their parents, to resolve any disputes or disagreements related to the school's or school district's provision of FAPE.

The school will abide by the applicable provisions of IDEA and the Family Educational Rights Privacy Act of 1974 in order to ensure that data regarding students with disabilities is retained and kept confidential, including having procedures for maintaining files in a secure and locked location with limited access. The school's special education teacher/coordinator will retain such data and prepare such reports as are needed by each disabled child's school district of residence or the State Education Department in order to permit such entities to comply with federal law and regulations.

The school, and its special education teacher/coordinator, will comply with its obligations under the Child Find requirements of IDEA, including 34CFR § 300.125, and will provide appropriate notification to parents in connection therewith, including notifying them prior to providing a child's name to a CSE for potential evaluation. The charter school will not convene its own CSE, make evaluations of children suspected of being disabled, create IEPs, reevaluate or revise existing IEPs or conduct due process hearings. The charter school will understand that these responsibilities are left solely to the CSE of the student's district of residence. Such meetings will be held by the CSE will consist of representation by the school's special education coordinator and other appropriate staff.

Lastly, appropriate charter school personnel (i.e. special education teacher/coordinator, teachers, counselor) will attend training and technical assistance seminars regarding the education and servicing of special education students.

6. Identification of ELL/LEP Students

KIPP NYC Washington Heights Academy (II) will treat students who are ELL/LEP in accordance with all applicable federal laws and regulations. As part of its registration process, the school will provide all parents/guardians with the Home Language Identification Survey and Language Assessment Battery (LAB-R) used by the DOE. ELL/LEP students will be given appropriate support based on the demonstration of a lack of familiarity with English and they will not be assigned to classes for the disabled because of their language needs. Within KIPP NYC Washington Heights Academy (II)'s extended day schedule, there will be ample time for additional intensive English language instruction.

Our Approach. In accordance with KIPP NYC's philosophy of no excuses and more time on task, all ELL/LEP students will be expected to become proficient in the English language at a rapid pace. KIPP NYC Washington Heights Academy (II) will structure English immersion programs that will be most helpful to ELL/LEP students in improving their abilities to master the language. LEP students will receive the same academic content as those students who are native English speakers. All instruction will be in English; however, the level of English used for instruction – both oral and written -- will be modified appropriately for each student. All teachers will receive professional development on communicating with students designated as ELL/LEP and on techniques for detecting whether a student has English language deficiencies.

Our Assurances. KIPP NYC Washington Heights Academy (II) will be aware of the needs of students and families of limited English ability and such students will be given appropriate support based on their level of English fluency, not their grade level. For that reason, both bilingual and English as a Second Language services will be provided to all students in need of service. "Language Buddies" and consultant teachers will be used to make sure our ELL students receive the support needed. Such services may include individual counseling, group counseling, home visits, and parental counseling. Additionally, KIPP NYC Washington Heights Academy (II) will hire at least one full time teacher at each campus that speaks Spanish.

Lastly, the English proficiency of identified ELL students will be measured annually to determine the effectiveness of the services they receive. KIPP NYC Washington Heights Academy (II) will evaluate each student's performance in academic content areas to measure the student's progress in core subjects. If an ELL student fails to show

appropriate progress in these academic areas, modifications to the instructional program may be made. In addition, the charter school will annually evaluate the progress of its ELL students as a group using the LAB-R exam and the NYS ELA standardized test to determine if any broader programmatic modifications are necessary.

## D. Assessment

1. NY State and Measure of Academic Progress Assessments

KIPP NYC Washington Heights Academy (II) will administer the same standardized exams in reading and math that are administered by NYC public schools in grades K-12. Below is a chart of the assessments the school will administer over the course of the charter period:

| DATE | ASSESSMENT | GRADES |
|---|---|---|
| July – August | Measure of Academic Progress (MAP) Assessment- Math and English Language Arts<br><br>ECLAS | Grades 5-8<br><br>Kindergarten |
| Sept. – October | Language Assessment Battery Revised (LAB-R) | As necessary |
| October | MAP #1 in English Language Arts & Mathematics | Grades 5-8 |
| November | Elementary New York State Social Studies Test<br>Citywide Science Test<br>QWA #1 – Internal Writing Assessment | Grade 5<br>Grade 8<br>Grades 5-8 |
| December | Internal Math and Writing Assessment | Grade K |
| January | Intermediate New York State Evaluation Test in Science (Manipulative Skills Test) | Grade 8 |
| February | QWA #2 - Internal Writing Assessment | Grades 5-8 |
| March | MAP #2 in English Language Arts & Mathematics | Grades 5-8 |
| April | QWA #3- Internal Writing Assessment | Grades 5-8 |
| May | New York State English as a Second Language Achievement Test (NYSESLAT) (Speaking portion) | As necessary |
| May | New York State Mathematics Test<br>New York State English Language Arts Test | Grades 5-8 |
| May | New York State English as a Second Language Achievement Test (NYSESLAT) (Reading, Writing, Listening portion) | As necessary |
| June | MAP #3 in English Language Arts & Mathematics | Kindergarten, and Grades 5-8 |
| June | Intermediate New York State Social Studies Test | Grade 8 |
| June | Intermediate New York State Science Test (Objective Test and Constructive Response portion of the test) | Grade 8 |
| June | New York State Regents Testing Program | Accelerated Grade 8 students |
| June | Living Environment, Algebra, Geometry Regents | Grade 9 |

Results from these exams will be used as a comparative measure with NYC public school students and schools. In addition to NY State assessments, as a value added measure, the Measure of Academic Progress (MAP) assessment will be used at the elementary and middle school level. This computer based adaptive assessment provides teachers with nationally-normed, real time data that highlights each student's strengths and areas of growth

in Math and English. At the beginning of each academic year, all incoming students in K-8 grade will be tested to determine their baseline performance level. Students will be tested twice more each year to measure academic gains.

2. Additional Assessments

In addition to the MAP and the NY State assessments, KIPP NYC has also invested significant resources and staff time into the development of common interim assessments. These teacher designed assessments, tied to common scopes and sequences allow teachers to evaluate the effectiveness of their instruction and make appropriate adjustments. To supplement interim assessments, teachers utilize an array of weekly and daily quizzes. These weekly and interim assessments will be used by teachers at KIPP NYC Washington Heights Academy (II) to highlight where students are failing to meet state learning standards and to inform and optimize ongoing instruction.

KIPP NYC Data Portal. To facilitate assessment analysis and reporting, KIPP NYC has developed a data portal that stores assessment and other performance data and provides teachers with robust analytical tools that make such data actionable in real time. The data portal supports the work of individual teachers, as well as school leaders responsible for improving instructional outcomes.

Teaching and Learning Team. KIPP NYC has invested significant resources to build a Teaching and Learning Team comprised of former principals and educators who provide powerful instructional support to principals, deans of teaching and learning, and teachers. The team supports KIPP NYC schools – and will support KIPP NYC Washington Heights Academy (II) – by providing professional development, curriculum development, data analysis and coaching services.

3. Promotion and Retention

At KIPP NYC Washington Heights Academy (II) the promotion of KIPPsters will be based both on their performance on standardized exams as well as their day-to-day work as measured by the New York State Education Department's (NYSED) standards. Weekly tests and quizzes, class work, presentations, projects, end-of-course exams, and teacher observations are all used to evaluate the progress of students. Taking into consideration each individual student's achievement, KIPP NYC Washington Heights Academy (II) will use the promotion standards from the New York City Department of Education (DOE) as guidelines. Below we list two examples from non-consecutive grades:

*Example #1: 3rd Grade:*

1) Proficiency in the New York State Education Department's 3rd Grade Math Standards (http://www.p12.nysed.gov/ciai/mst/math/standards/revisedg3.html) as measured by end of year standardized exams, weekly tests and quizzes, class work, presentations, projects, and teacher observations. For ELL students exempt from testing in English, proficiency on the grade-specific NYS English as a Second Language Achievement Test will be considered.
2) Proficiency in the New York State Education Department's 3rd Grade ELA Standards (http://www.p12.nysed.gov/ciai/ela/elacore.pdf) as measured by end of year standardized exams, weekly tests and quizzes, class work, presentations, projects, and teacher observations. For ELL students exempt from testing in English, proficiency on the grade-specific NYS English as a Second Language Achievement Test will be considered.
3) Attendance. Students are expected to have an attendance rate above 90%.

*Example #1: 5th Grade:*

1) Proficiency in the New York State Education Department's 5th Grade Math Standards (http://www.p12.nysed.gov/ciai/mst/math/standards/revisedg5.html) as measured by end of year standardized exams, weekly tests and quizzes, class work, presentations, projects, and teacher observations. For ELL students exempt from testing in English, proficiency on the grade-specific NYS English as a Second Language Achievement Test will be considered.

2) Proficiency in the New York State Education Department's 5th Grade ELA Standards (http://www.p12.nysed.gov/ciai/ela/elacore.pdf) as measured by end of year standardized exams, weekly tests and quizzes, class work, presentations, projects, and teacher observations. For ELL students exempt from testing in English, proficiency on the grade-specific NYS English as a Second Language Achievement Test will be considered.
3) Attendance. Students are expected to have an attendance rate above 90%.

Any student that does not meet these promotion standards will be considered for retention and scheduled for a parent-school team conference. Before any decision is made regarding retention, a meeting will be held between school staff and the family. Should a family not agree with the decision of the school they will be informed of their right to appeal this decision to the KIPP NYC Superintendent.

In addition, please refer to Attachment 18 for high school graduation requirements.

## E. School Climate and Discipline

1. Sustaining a Safe and Orderly School Culture

KIPP NYC Washington Heights Academy (II) will employ a variety of strategies to ensure a safe and orderly school climate at all grades Kindergarten through 12. These strategies will include:

Character Development. According to Howard Gardner, defining and creating an effective character development program depends on "clarity and common vision."[4] KIPP NYC has worked hard to create this clarity and common vision by basing our character skills development program on the core character strengths identified by Seligman and Petersen in their seminal work. In "Charter Strengths and Virtues", Seligman and Peterson detail the research behind 6 virtues and 24 character traits that have been demonstrated by successful and happy people across time and cultures.

Working with Professor Seligman and a team of researchers, KIPP NYC has streamlined the character framework down to 8 key character strengths that are reinforced daily in KIPP schools: grit, hope, self-control, zest, kindness, humor, love and gratitude. Common slogans that reflect these character strengths will be posted and reinforced throughout the school (examples include "There are No Shortcuts" and "Work Hard, Be Nice."). In addition, the school will promote a clear and common set of behavior norms such as "SLANTing" in class (Sit up straight, Listen, Ask and answer questions, Nod your head if you understand, and Track the speaker). School wide culture will not stop in the classroom; it will extend to the hallways and outside of school with positive body language and uniforms.

Paychecks. At the middle school level, KIPP NYC Washington Heights Academy (II) will implement several school-wide and classroom management systems, the most pervasive of which is the "Paycheck" system. Paychecks amount to weekly representations of each student's social and academic performance. Based upon daily teacher comments on their paychecks, students will be awarded "KIPP Dollars" in categories ranging from attendance and homework, to being a good teammate, and displaying extra effort.

The KIPP Dollars (K$) earned in each category will be tallied on Fridays, and paychecks will be sent home to be signed by parents/guardians and returned to school on Monday. To be clear, KIPP dollars are not real money; they are termed "dollars" to remind students that the points earned are valuable. While students will be able to earn up to K$50 each week; parents will be made aware of the significance and consequences of repeated paychecks of K$35 and lower. A student's yearly Paycheck average will be used to determine if s/he earns an end of the year trip to Washington, D.C. for 5th graders, to Utah for 6th graders, to Boston for 7th graders, and to California for 8th graders.

[4] Gardner,1999

2. Student Behavior Management and Discipline of General Education Students

Short-Term Suspensions. "Short-term suspensions" shall refer to the removal of a student from school for disciplinary reasons for a period of 5 or fewer days. A student who has committed any of the infractions listed below shall be subject minimally to a short-term suspension. The principal will reserve the right to adjust the punishment for each infraction per his or her judgment. Disciplinary infractions will include, but will not be limited to:

- Attempt to assault any student or staff member
- Abuse school property or equipment or vandalize school property causing minor damage
- Endanger the physical safety of another by the use of force or threats of force that reasonably places the victim in fear of imminent bodily injury
- Possess, use or distribute (including attempted distribution) of narcotics
- Engage in conduct which disrupts school or classroom activity or endanger or threaten to endanger the health, safety, welfare, or morals of others (including false bomb threats or falsely pulling emergency alarms)
- Use obscene or abusive language or gestures including acts of verbal or physical sexual harassment
- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions
- Cheat on quizzes, exams, or commit plagiary or use forged notes or excuses
- Steal, or attempt to steal, or possess property known by the student to be stolen
- Commit extortion, possess tobacco, alcohol or engage in gambling
- Possess pagers, beepers, or portable/cellular telephones not being used for instructional purposes
- Wear inappropriate, insufficient, or disruptive clothing or attire that violates the KIPP Student Dress Code

Long-Term Suspensions. "Long-term suspensions" shall refer to the removal of a student from school for disciplinary reasons for a period of more than 5 days. A student who is determined to have committed any of the infractions listed below will be subject minimally to a long-term suspension and possibly expulsion. The principal will reserve the right to adjust the punishment for each infraction per their judgment. Disciplinary infractions will include, but will not be limited to:

- Possess, use, attempt to use, or transfer of any firearm, knife, razor blade, explosive, mace, tear gas, or other dangerous object of no reasonable use to the student in school
- Possess, use or distribute (including attempted distribution) of narcotics
- Commit, or attempt to commit arson on school property or vandalize school property causing major damage
- Assault a student or staff member

Procedure and Due Process. The principal will immediately notify the parent(s)/guardian(s) in writing that the student has been suspended from school. Written notice will be provided by personal delivery, express mail delivery, or equivalent means reasonably calculated to assure receipt of such notice within 24 hours of suspension. Where possible, notification also shall be provided by telephone if the school has been provided with a contact telephone number for the parent(s)/guardian(s). Such notice shall provide a description of the incident(s), which resulted in the suspension and shall offer the opportunity for an immediate informal conference with the principal. The notification and informal conference shall be in the dominant language used by the parent(s)/guardian(s). A student's family may elect to appeal a decision to impose a long-term suspension or expulsion first to the KIPP NYC Superintendent, then to the KIPP NYC Washington Heights Charter Schools Board of Trustees, next to the chartering entity, and finally to the Board of Regents. The family may bring counsel with them if they so desire. In all events of expulsion, the principal will work in conjunction with the family to find the best possible alternative setting.

Teacher Training on Implementation and Alternate Instruction. KIPP NYC Washington Heights Academy (II) staff will be trained on the implementation of the school's discipline systems during a week-long staff development and orientation prior to the start of school. Teachers will be required to visit an existing KIPP school to see these systems implemented effectively. In addition, teachers will be trained to give alternate instruction to suspended students so that they receive all classroom assignments and subsequent instruction to complete such assignments during the time of suspension.

3. Student Behavior Management and Discipline For Students with Disabilities

Students with disabilities have the same rights and responsibilities as other students, and may be disciplined for the same offenses. The CSE of the student's school district of residence shall be notified immediately of any suspension from classes, and the school shall work with the CSE to arrange appropriate alternate instruction.

A student who's IEP includes a behavior intervention plan that identifies specific consequences for certain kinds of conduct, will be disciplined in accordance with the behavior intervention plan. If the behavior intervention plan appears not to be effective or if there is concern for the health and safety of the student or others, the student will be immediately referred to the CSE for consideration of a change in the plan or change of placement. A student whose IEP does not include specific disciplinary guidelines may be disciplined in accordance with standard school policy, but may not be suspended for 10 days or more.

Manifestation Determination. A student whose conduct is a manifestation of a disability will be returned to class after the initial 10 day suspension unless his/her parents' consent to a change of placement. If, upon review, it is determined that the child's behavior was not a manifestation of his/her disability, then the child may be disciplined in the same manner as a child without a disability. Parents may request a hearing to challenge the manifestation determination. If a parent requests a hearing or an appeal regarding a disciplinary action relating to weapons or drugs to challenge the interim alternative educational setting or the manifestation determination, the student shall remain in the interim alternative educational setting pending the decision of the hearing or until the expiration of the period provided for in the disciplinary action; whichever occurs first, unless the parent and school agree otherwise.

CSE Involvement and Alternate Instruction. If KIPP NYC Washington Heights Academy (II) finds a student guilty of offenses that call for long-term suspension, the school will work with the CSE to transfer the student to an interim alternative educational setting for up to 45 days. The CSE will arrange for instruction for the student in this alternative setting. The CSE will determine the amount and kind of the instruction to be provided. Instructional services should be adequate to enable the child to appropriately progress in the general curriculum and to achieve the goals of their IEP.

4. Parent/Family Involvement and Communication to Support Student Learning

Garnering the ongoing support and participation of each student's parent(s)/guardian(s) in the educational process is fundamental to the mission of KIPP NYC Washington Heights Academy (II). An effective school must effectively promote the involvement of parent(s)/guardian(s) in all aspects of the school. KIPP Parent Advisory Councils (PAC) at each KIPP NYC schools have played vital roles in helping determine the direction of programming and activities, and KIPP NYC Washington Heights Academy (II) will seek to form a PAC at the beginning of each academic year. Monthly open meetings for any interested parent(s)/guardian(s) and then follow up meetings with the school's principal and teachers will allow the development of a strong and collaborative team among all involved. Our dedication to engage parent(s)/guardian(s) in the important work of determining the direction of educational programming will continue at every level – elementary, middle and high school - as KIPP NYC Washington Heights Academy (II) expands in the coming years. (Parent and family engagement is further discussed in Section II. C. Community Involvement.)

# Section II. Organizational Plan

## A. Governing Body

1. Proposed Structure of the Board of Trustees and Governance Responsibilities

Pursuant to Section 2853(b-1) of the New York State Charter Schools Act, we seek authorization to form a single education corporation to operate KIPP NYC Washington Heights Academy (I) and (II). The proposed corporation would be called KIPP NYC Washington Heights Charter Schools. Under this structure, the two constituent charter schools would have a unified Board of Trustees (the "Board") and function as a single financial and operating entity. We will work with SED to determine the extent to which this unified board structure is permissible under law. If it is not permissible under law, we will in the alternative create a distinct education corporation and Board for each applicant school. In that event, we intend to have the same five board members serve on both Boards of Trustees through a simultaneous meeting structure. However, for the purpose of this section, we assume a single, consolidated education corporation governed by a single, unified Board of Trustees.

Subject to approval, the Board of Trustees will govern both KIPP NYC Washington Heights Academy (I) and (II) by setting all policies, supervising leadership responsible for management and operations, and approving all budgets and significant financial transactions. The Board will be accountable to the authorizer for meeting the terms of both charters, ensuring that both schools are mission aligned, effectively managed and meet their academic goals.

Specifically, the Board's responsibilities will include but will not be limited to:

- Approve the schools' annual budget;
- Approve appointment of all personnel – instructional as well as non-instructional;
- Establish and maintain all policies governing the operation of the charter schools;
- Ensure the schools adhere to the mission, as well as NYS and federal guidelines;
- Hold the principals accountable for the academic success and fiscal soundness of the schools;
- Provide support to the schools with respect to fund-raising, marketing and other services; and
- Determine the schedule of Board meetings.

Lastly, the Board will conduct a comprehensive annual review of each principal. This review will be designed to evaluate principal's performance in fulfilling the schools' mission and meeting a set of performance goals that will be established at the beginning of the year by the Board. Throughout the year, the Board will monitor principals' adherence to the schools' values and to the established performance goals. At the end of the year, a formal, written review will be provided and the principals' annual performance will be discussed by the Board. At this time, the Board will make decisions related to employment, compensation and professional development priorities.

In accordance with section 2851(2) of the charter law, the Board will be designed to ensure that parents and staff are involved in school governance. The Board will carry out its statutory responsibilities associated with operating the charter school in an efficient and ethical manner and in compliance with the NYS Charter Schools Act of 1998, Article 56 of the NYS Education Law, and all other applicable state and federal laws and regulations. (Please see Attachment 5 for a copy of our proposed by-laws, which currently reflect a unified Board of Trustees structure. If these by-laws need to be amended to reflect a different Board of Trustees structure, we are happy to submit revisions upon request.)

2. Oversight of the Middle and Elementary School Programs:

KIPP NYC Washington Heights Academy (I) and (II) will operate its middle and elementary school programs in different locations, and as such, will hire four separate school leaders to manage the day-to-day operations of their respective school programs. The Board will also appoint all school staff. The Board will co-employ KIPP NYC's Superintendent (together with other KIPP NYC schools) to supervise and develop all KIPP NYC Washington Heights Academy (I) and (II) school leaders and oversee their programs. In the exercise of his executive responsibilities, the KIPP NYC Superintendent will be supported by KIPP NYC, LLC staff pursuant to a Shared Services Agreement

between KIPP NYC, LLC and KIPP NYC Washington Heights Charter Schools. Such support will be provided by instructional leadership including Executive Director of KIPP NYC programs, Quinton Vance or soon-to-be hired Managing Director of Elementary School programs and Managing Director of Middle School programs, as well as non-instructional staff who will support other aspects of school operations.

3. Oversight of the High School Program Through the Joint High School Committee

The Board will be responsible for ensuring an effective high school experience for its students. Currently, "KIPP NYC College Prep" our co-located high school program, serves advancing 9th and 10th grade students from KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP middle schools. The co-located high school program will continue to grow in the next two years until it serves students from 9th to 12th grade. Pending approval of these two new charter applications, it is our intention to amend the existing MOU between the four KIPP NYC charter schools (see Attachment 19) in order for students from KIPP NYC Washington Heights Academy (I) and (II) to attend the co-located high school beginning in 2016 and 2017 respectively.

Under this structure the Board would have authority over the high school programs of KIPP NYC Washington Heights Academy (I) and (II), including the right and responsibility to evaluate the success of the co-located program. The principal of the co-located high school program would report to the Board, as well as to the boards of the other participating KIPP NYC charter schools. Here, too, the Board would rely on the KIPP NYC Superintendent to support, supervise and oversee the high school principal and the high school program, with assistance from KIPP NYC LLC staff. Pursuant to the established high school governance structure, the Board would serve as part of the Joint High School Committee, along with the boards of the other participating KIPP NYC schools, to make decisions governing the co-located model and its programming in areas such as overall school policy and budgets, employee hiring and termination, student discipline issues, complaints and student data. If any of the decisions made by the Joint High School Committee requires a revision in the charter of each or any of the co-located schools, the decision would only become valid and be implemented once the boards of each member school receives approval from its respective authorizer and the Board of Regents.

4. The Capacity of the KIPP NYC Washington Heights Board to Manage Multiple Charter Schools

We have identified five veteran board members to serve on the KIPP NYC Washington Heights Board of Trustees. (Please see Section II.B for more information on each prospective Board of Trustees member.) Over the next few months we will identify two additional board members for a total of seven members. We are employing a rigorous process to identify and vet these individuals to ensure they understand and are equipped to fulfill their Board responsibilities. Membership on the unified Board of the consolidated education corporation we propose does involve more responsibility than membership on the board of a single charter school. However, we are confident, based on our experience that such requirements are reasonable and manageable, assuming this structure is permitted by law. Outlined below is a description of the structures and systems that will help ensure KIPP NYC Washington Heights Board of Trustees is able to successfully oversee both K-12 charter schools in CSD 6.

- Simultaneous Board Meetings

KIPP NYC schools hold their board meetings concurrently. Given the commonality of issues, it is valuable and efficient for the boards to discuss topics relevant to all schools collectively. Boards of Trustees also meet separately as needed to discuss school-specific issues. It is our intention to continue using this concurrent meeting format, enabling veteran board members – such as those identified in this proposal – to sit on multiple KIPP NYC school boards. In our experience, this structure promotes effective oversight of multiple charter schools and the critical sharing of knowledge and experience across boards. If the law does not permit formation of one unified educational corporation, we plan to form two distinct Boards: KIPP NYC Washington Heights Academy (II) and KIPP NYC Washington Heights Academy (I) Boards of Trustees. These two boards would be comprised of the same board members and would hold concurrent meetings similar to our current format for other KIPP NYC school boards.

- Growth of KIPP NYC Shared Services Team

Similar to our existing KIPP NYC schools, the KIPP NYC Washington Heights Charter Schools educational corporation would enter into a Shared Services Agreement with KIPP NYC LLC's Shared Services Team (SST) to provide support services in the areas of development, technology, finance, teaching and learning, operations, recruiting, and human resources. As noted above, the Shared Services Team will support the KIPP NYC Superintendent in the exercise of his executive responsibilities in both instructional and non-instructional matters. Such support will be provided by instructional leadership including Executive Director of KIPP NYC programs, Quinton Vance or soon-to-be hired Managing Director of Elementary School programs and Managing Director of Middle School programs, as well as non-instructional staff who will support other aspects of school operations. See Section C.1 and Attachment 16 for more information on our Shared Services Team.

Recognizing the impact that growth will have on our support infrastructure, KIPP NYC is investing in the growth of SST. The team is currently comprised of approximately 34 staff members. Next year, SST will expand to 41 staff in order to ensure we meet the needs of our expanding KIPP NYC network. Such growth will increase capacity in Human Resources, Recruiting, Data, Technology and Teaching & Learning functions. KIPP NYC will expand SST in 2012 to 44 staff, and 46 staff in 2013 in order to keep pace with proposed network expansion.

- Teaching and Learning Team

Part of the planned growth of SST includes staffing increases to the Teaching and Learning Team. The Teaching and Learning Team has invested significant resources in the development and implementation of common assessments and aligned curriculum across our KIPP NYC schools, as well as processes and tools to share curriculum units and lessons plans across the network. Through this work we are helping to ensure that all KIPP NYC students receive access to high quality instruction that is aligned to NYS learning standards. KIPP NYC Washington Heights Academy (I) and (II) will benefit from this work, immediately receiving access to the curriculum units, lesson plans, and assessments that other teachers in the network have designed and adopted. The Teaching and Learning Team is also responsible for providing high-quality professional development to teachers, instructional coaches, and leaders around a variety of topics. Focusing on data-driven instruction, the Teaching and Learning Team helps teachers use data to identify where students are failing to meet standards and how to develop effective strategies for re-teaching material. In the coming years, this team will add a Director of Leadership Development and a Director of Teaching and Learning to ensure that our network is poised to support both growth and instructional outcomes.

- Expert Leadership

In addition to these support structures that will aid the Board in the day-to-day management and operation of our newly proposed charter schools in CSD 6, Quinton Vance (Executive Director of KIPP NYC Programs) and David Levin (KIPP NYC Superintendent) will provide on-going support and guidance to the school leaders. As described in the next section of this proposal, Quinton Vance and David Levin both have extensive experience starting and operating new charter schools, as well as considerable experience supervising new and veteran school leaders. Through weekly check-ins, individualized growth and development plans for new school leaders, and continued technical assistance, David Levin and Quinton Vance will help to ensure the effective launch and growth of our proposed new charter schools. They will report quarterly to the Board about the academic progress of each Washington Heights school to enable the Board's effective oversight. Additionally, KIPP NYC will hire a Managing Director of Elementary Schools and a Managing Director of Middle Schools to provide additional support, coaching and technical assistance to our new school leaders as our network grows to serve more students and teachers.

## B. Founding Group Composition

Below please find a chart outlining the background and expertise of each founding group member's role in overseeing the launch, operation and growth of KIPP NYC Washington Heights Academy (I) and (II). For each staff person listed, we also refer you to Attachments 7, 8 and 9 where you will find the founding group's CVs, completed statement of assurances and the request for information from prospective charter school board members.

| Name | Background / Expertise / Anticipated Role |
|---|---|
| David Levin<br><br>Anticipated Role:<br>Board of Trustees Member | Current Employment: Superintendent of KIPP NYC and Co-Founder of KIPP<br><br>Expertise: Teaching and Learning, Curriculum Design and Implementation, Staff Development, School Accountability, School development and Strategic Planning, Principal/Leadership Development<br><br>Background: A graduate of Yale University, Mr. Levin co-founded two of the nation's top charter middle schools, the KIPP Academies in Houston, TX and Bronx, NY. Mr. Levin currently serves as Superintendent of KIPP NYC. With 16 years teaching experience, 6 years principal experience and 8 years superintendent experience, Mr. Levin has received numerous awards and recognition for his work, in addition to serving on several education commissions and conducting faculty development and principal development sessions. As Co-founder of KIPP, he has helped to launch and support 99 KIPP schools nationally and has been awarded the Presidential Citizen's Medal, our nation's second highest presidential award for a private citizen. In his role as lead applicant and Superintendent, Mr. Levin will be responsible for ensuring the successful launch of KIPP NYC Washington Heights Academy (I) and (II) beginning in 2012. He will bring his 15 years of experience launching, leading, and operating charter schools in New York City to bear. His experience working in community school districts with similar characteristics of CSD 6, will help to ensure the founding group and founding Board of Trustees designs and operates two successful charter schools in Washington Heights. Through his oversight and guidance he will help to recruit and identify founding principals for KIPP NYC Washington Heights Academy (I) and (II) and ensure that effective teachers and school staff are hired in a timely manner for both schools. Additionally, Mr. Levin has already had numerous conversations and meetings with CSD 6 Superintendent and looks forward to building off of this relationship in the future. |
| David B. Massey<br><br>Anticipated Role:<br>Board of Trustees Chair | Current Employment: Assistant U.S. Attorney for the Southern District of New York<br><br>Expertise: Legal Counsel, Board Operations<br><br>Background: A graduate of Yale College, Oxford University and Yale Law School, Mr. Massey has extensive experience in the field of law. In Dec. of 1998, he joined the law firm of Davis Polk & Wardwell where he served as a Litigation Associate until 2004. In 2004 he then transitioned to the US Attorney's Office in the Southern District of New York where he currently serves as an Assistant U.S. Attorney. Mr. Massey is the prospective Board Chair of KIPP NYC Washington Heights Board of Trustees. Mr. Massey has extensive experience with board governance and with the mission of KIPP NYC. He has served on the KIPP Academy board of trustees since 2000 and in 2003 became the board chair. Additionally he has also been the chair of KIPP STAR, KIPP Infinity and KIPP AMP's Boards of Trustees since 2005. Additionally, in 2005, David Massey became the secretary of KIPP NYC Inc. His experience as Board Chairs of KIPP NYC schools, coupled with his extensive understanding non-profit governance matters, will help to ensure a successful launch of KIPP NYC Washington Heights Academy (I) and (II). |

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| Joseph Negron<br><br>Anticipated Role: Board of Trustee Member | Current Employment: Founder, Principal of KIPP Infinity in Harlem<br><br>Expertise: Curriculum/Instruction, Management New School Launches<br><br>Background: Joseph Negron began his teaching career as a 6th grade math and science teacher at I.S. 164 in Washington Heights, where he served in the Teach For America program. In 2005 Mr. Negron became the founding principal of KIPP Infinity Charter School. He has been the principal for the last 6 years. Under his leadership the school has been among the highest performing middle schools in the city. In 2007-08, it was ranked the number one public middle school in New York City. Mr. Negron earned his B.A. with honors in Chemistry from Harvard University and his M.A. in Teaching Secondary School Science from Teachers College, Columbia University. He is a Certificate of Advanced Studies (CAS) in Administration and Supervision candidate at National Louis University, Evanston, Il.<br><br>We have identified Mr. Negron to serve on the Board of Trustees for several reasons. His first-hand experience opening and starting KIPP Infinity, ranked the highest performing public middle school in 2008, will be extremely valuable to the new school leader and founding staff in Washington Heights. Also, Mr. Negron is bilingual and very familiar with the Washington Heights community and the educational needs of students and families in CSD 6, given the number of CSD 6 families who attend KIPP Infinity Middle School. His deep understanding of the KIPP NYC educational program, the five KIPP Pillars and his background as a teacher and coach, will be significant assets to the Board. |
| Rafael Mayer:<br><br>Anticipated Role: Prospective Board Member and Secretary | Expertise:<br>Business, Financial Management, Executive Management<br><br>Background: Rafael Mayer is a Managing Director and Co-Founder of Khronos LLC, an investment management firm responsible for over $2 billion of assets under management. Prior to his founding of Khronos in 1996, Rafael spent three years as Manager of Investment Research at Asset Management Advisors, an investment consulting group in Jupiter, Florida. Rafael was responsible for coordinating all of the firm's investment research activities with particular emphasis on outside managers and alternative investments. Prior to joining Asset Management Advisors, Rafael spent five years as Director of Software Development at Franklin Electronic Publishers in Mt. Holly, New Jersey. Rafael led a software development team specializing in reference software for hand-held electronic platforms. Rafael graduated Cum Laude from the University of Pennsylvania, receiving a B.Sc. in Economics from the Wharton School. Rafael serves as trustee of The Dalton School and as a Board Member for Planned Parenthood of New York City before joining the KIPP AMP Board of Trustees in June 2006 and the KIPP NYC Inc. in 2007. He currently serves as the Secretary of the KIPP AMP Board of Trustees and we propose that he serves as Secretary of the KIPP NYC Washington Heights Board of Trustees. We have identified Rafael Mayer as a prospective Board of Trustees member (and Secretary) due to his extensive financial and business management experience. We believe his skill set – especially in the area of financial management- will be critical as we launch and grow KIPP NYC Washington Heights Academy (I) and (II). He also has four years of experience serving on the KIPP AMP Board and through his tenure, has developed a keen understanding of the KIPP mission. |
| Jane Martinez Dowling<br><br>Anticipated Role: | Expertise:<br>Student Support, Executive Management, and Community Partnerships<br><br>Background: Jane Martínez Dowling has been committed to providing educational opportunities to underserved children since 1990. Before becoming Executive Director of KIPP through College, she served as the first President of the Academy of Mount Saint Ursula, the oldest continuing Catholic girls' school in New York State. Before that she was a consultant for the Institute for Leadership, Excellence and Academic Development (I-LEAD) and Liberty programs at Bank Street College. From |

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| Board Member | 1998 through 2002 she was the executive director of Student Sponsor Partners (SSP), a $10 million financial aid and mentoring program that places public school students in parochial high schools with the help of individual sponsors. Before joining the SSP, she was the associate director of the School Choice Scholarships Foundation, the development director at La Salle Academy and the regional director of Teach for America-New York. Ms. Dowling grew up in Washington Heights and began her career as a charter corps member of the Teach for America program, where she taught at Public School 115 in Washington Heights for three years.<br><br>We have identified Jane Martinez Dowling as prospective board member for several reasons. Not only does she have first-hand experience living, working and teaching in Washington Heights, but she also is deeply committed to the KIPP mission. She has been serving on the KIPP Infinity Charter School Board of Directors since 2006. KIPP Infinity middle school has been ranked amongst the highest performing public middle schools in the city since it began in 2005, and has recently expanded to serve elementary and high school students. Her expertise as a Board of Trustees Member for KIPP Infinity will be invaluable to the founding Board of Trustees for KIPP NYC Washington Heights. Additionally, her role as Executive Director of our alumni support program, KIPP Through College (KTC), will help to ensure the needs of our high school and college age alumni are being addressed across the network and as we expand to a new community school district. To help ensure a smooth transition to CSD 6, Ms. Dowling has already begun reaching out to community-based organizations to formalize partnerships in Washington Heights with KIPP. See Section II.F for more information. |
| Quinton Vance:<br><br>Anticipated Role: Founding Group Member | Current Employment: Executive Director of KIPP NYC Program<br><br>Expertise: School leadership, Curriculum, Assessments, new school start-up, Leadership Development<br><br>Background: Quinton Vance, Executive Director of KIPP NYC, will play an integral role in ensuring the successful launch of KIPP NYC Washington Heights Academy (I) and (II). He will work closely with David Levin, lead applicant, to ensure a principal for the school is identified and that the schools meet the milestones required to open on time in Washington Heights in 2012. Mr. Vance was formerly the principal of KIPP Academy Charter School and a teacher through Teach For America. As such, Mr. Vance brings with him a wealth of education and educational management experience. Mr. Vance has successfully overseen the launch of two elementary schools in the KIPP NYC network, as well as our co-located high school. He is currently overseeing each KIPP NYC principal in the network, providing coaching, supervision and support. Mr. Vance is also the head of the Teaching and Learning Team. The KIPP NYC Teaching and Learning Team is comprised of former teachers, principals and curriculum specialists. The Teaching and Learning Team is responsible for providing instructional support and training to each of our KIPP NYC schools. Through the work of the Teaching and Learning Team, Mr. Vance will help to ensure teachers at KIPP NYC Washington Heights Academy (I) and (II) are equipped with the materials, teaching resources, curriculum units, lesson plans, common assessments, professional development trainings to become successful KIPP teachers. |
| Jack Chorowsky<br><br>Anticipated Role: Founding Group Member | Current Employment: Chief Operating Officer, KIPP NYC<br><br>Expertise: Law, Executive Management, Educational Technology, Media<br><br>Background: In his capacity as Chief Operating Officer, Jack Chorowsky leads the Shared Services Team's efforts - across Data, Development, Finance, HR, Operations, Recruitment and Technology - to support the mission and operation of all KIPP NYC's schools. Prior to joining KIPP NYC, Jack worked as a lawyer in Washington, D.C., as an educational publishing and digital media executive, and most recently as an investor in media, education and tech companies. His experience in law, |

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| | management and education have been a tremendous asset to KIPP NYC, and he will be responsible for ensuring that the Shared Services Team effectively supports KIPP NYC Washington Heights Academy (I) and (II) as each school expands annually to serve students in CSD 6. He will also be responsible for working with SED to determine the extent to which the proposed consolidated board structure is permissible under law. If our charter applications are approved, and if it is ascertained that this proposed board structure – where KIPP NYC Washington Heights Academy (I) and (II) cannot be consolidated under one new educational corporation -- Mr. Chorowsky will work with SED to revise the by-laws, Shared Services Agreement and other legal documents to reflect two distinct boards. |
| Kaya Stone<br><br>Anticipated Role: Founding Group Member | Current Employment: Managing Director of Operations, HR & Technology – KIPP NYC<br><br>Expertise:<br>Operations, Technology and Human Resources<br><br>Background: Kaya Stone is currently the Managing Director, Operations, Human Resources & Technology at KIPP NYC and an alumnus of the Broad Residency in Urban Education. Mr. Stone began his career at Let's Go Travel Guides, where he spent four years as a writer, editor and ultimately Publishing Director. Since then, he's served as Business Development Manager for SmarterTravel.com, an AmeriCorps VISTA member at the I Have a Dream Foundation in San Francisco, and an Education Pioneer with the Oakland Unified School District. He received his Master of Business Administration from the Yale School of Management and Bachelor's Degree from Harvard College. Mr. Stone has been working on the KIPP NYC Shared Services Team since 2006 and in his capacity overseeing operations, technology and human resources, has significant experience supporting KIPP NYC schools as they hire, on-board and retain effective teachers. Specifically, he manages 8 staff on the technology, operations and human resources teams. These teams will continue to grow as we expand to serve additional schools. |
| Carrie Mauer<br><br>Anticipated Role: Founding Group Member | Current Employment: Managing Director of Data & Special Projects, KIPP NYC<br><br>Expertise:<br>Public Funding, New School Start-Up and Expansion, Data and Strategic Planning<br><br>Background: Ms. Mauer joined KIPP NYC's Shared Services Team in July 2008. In her current role as Managing Director of Data and Special Projects, Ms. Mauer oversees the network's data efforts, and is responsible for public funding, facilities and new school start-up. Last summer, she oversaw the expansion of KIPP Academy elementary, KIPP Infinity elementary and KIPP NYC College Prep (our co-located high school program). In this role, she worked closely with each principal and SST to ensure each school program opened on time in their new facility. Ms. Mauer will continue to oversee KIPP NYC's expansion efforts across the network, playing an important role in ensuring the successful launches of both KIPP NYC Washington Heights Academy (I) and (II). Before coming to KIPP NYC, Ms. Mauer worked for the Providence School Department overseeing fundraising, public funding, and strategic planning for the district's fifty public schools. She has a Bachelor's of Art in Political Science from Brown University and a Master's of Public Affairs and Urban Planning from Princeton University. |
| Charizma Williams<br><br>Anticipated Role: Founding | Current Employment: Managing Director of Finance, KIPP NYC<br><br>Expertise: Financial Management, Accounting<br><br>Background: Charizma Williams joined the KIPP NYC Shared Services Team as a Financial Analyst in March of 2008. She came to KIPP with 3 years of experience working in education both as a consultant and as a business analyst with a supplemental educational services firm. In her role as |

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| Group Member | Managing Director of Finance, Ms. Williams has been working hard to improve the financial processes and systems used across the KIPP NYC network, including the development of long-term financial models and the implementation of budget planning and purchasing software to streamline finance and operations functions. Before making the change to education, Ms. Williams worked in the financial services industry for several years in both New York and Philadelphia. In July of 2009 she transitioned to the role of Managing Director of Finance for KIPP NYC. She holds a Bachelor of Business Administration from the Ross School of Business at the University of Michigan. |
| Kerry Mullins<br><br>Anticipated Role: Founding Group Member | Current Role: Managing Director of Recruitment, KIPP NYC<br><br>Expertise: Talent Development, Recruitment, Law<br><br>Background: Prior to her current role as Managing Director of Recruiting at KIPP NYC, Ms. Mullins worked in the executive/legal recruiting industry for more than 8 years, most recently a Director of Business Development for a national legal search firm. Ms. Mullins earned her J.D. from Fordham University School of Law and her B.A. from Hofstra University. Ms. Mullins is responsible for ensuring every school in the KIPP NYC network receives a strong cadre of applicants for all open teaching and school staff vacancies. Managing a team of four talent recruiters, Ms. Mullins has the staffing support needed to ensure that KIPP NYC Washington Heights Academy (I) and (II) have a strong applicant pool of candidates for 2012 and beyond. |
| Vicki Zubovic<br><br>Anticipated Role: Founding Group Member | Current Role: Managing Director of Development<br><br>Expertise: Individual, Corporate and Foundation Giving and Special Events<br><br>Background: Vicki Zubovic joined KIPP NYC in November 2008 as Managing Director of Development. Most recently, she served as the Director of Development and External Affairs at The Boys' Club of New York where she was responsible for raising $6 million in operating funds annually and a $50 million capital campaign. As the Managing Director of Development, Ms. Zubovic oversees all aspects of private fundraising to ensure that KIPP NYC's current and future plans are supported by a stable pipeline of private funding. She holds a B.A. from the University of Sydney. The development team has increased the size of the team to keep pace with expansion. KIPP NYC is confident that it has the resources to open and operate two new charters in Washington Heights beginning in 2012. |

- Founding Board Membership

As outlined in the chart above, five of the twelve founding group members intend to serve on the proposed KIPP NYC Washington Heights Board of Trustees. These members are David Levin, David Massey, Jane Martinez-Dowling, Rafael Mayer, and Joseph Negron. Please see the above chart for a detailed explanation of why we have selected these prospective founding Board Members for KIPP NYC Washington Heights Board of Trustees, as well as Attachment 7, 8 and 9 for a copy of each board member's resume, statement of assurance and board questionnaire.

- Procedures for Publicizing Monthly Board of Trustees Meetings

KIPP NYC will conduct monthly board meeting and publicize these meetings through a variety of mechanisms. These mechanisms include posting notices in the office of each KIPP NYC school and sending notices to the KIPP Parent Association.

## C. Management and Operations

1. Organizational Structure of the School and its Day-to-Day Operations

Once the principals of KIPP NYC Washington Heights Academy (I) and (II) have been hired by the KIPP NYC Washington Heights Charter Schools Board of Trustees, they will be responsible for the day-to-day operation of their respective elementary, middle or high school program. While they will receive significant support from KIPP NYC Superintendent David Levin and from the KIPP NYC Shared Services Team, including Executive Director of School Quinton Vance, the principals will ultimately be responsible for the day-to-day management of their schools.

Each campus- elementary, middle and the co-located high school program—will have its own school leadership team that reports directly to the principal of the campus. This leadership team will be comprised of a Dean of Students, Dean of Teaching and Learning, and a Director of Operations. The team will be responsible for ensuring the successful execution of the instructional and operational aspects of the school program, and that the social/emotional needs of students, parents and teachers are being addressed on a daily basis. We have included an organizational chart to illustrate the proposed structure of each K-12 charter. Please see Attachment 10 for more information. Additionally, please see Attachment 11 for the explanation of management roles and responsibilities of key administrators with respect to instructional leadership, curriculum development and implementation, personnel decisions, budgeting, financial management, legal compliance, and any special staffing needs.

2. Lines of Authority, Open Communication

As outlined above, the KIPP NYC Washington Heights Charter Schools Board of Trustees will vest executive supervisory responsibility for KIPP NYC Washington Heights Academy (I) and (II) in the Superintendent. The Superintendent will delegate management responsibility to Quinton Vance, Executive Director of KIPP NYC Programs and proposed founding group member, and potentially other KIPP NYC senior instructional leaders. Each principal will have weekly meetings, and countless other ad hoc interactions with the Executive Director or with the Managing Director of Elementary Schools or Managing Director of Middle Schools that KIPP NYC will be hiring next year. If teachers or school staff do not feel comfortable discussing issues they have with their principal, they will be encouraged to meet with the Executive Director or Superintendent. If this channel of communication does not lead to issue resolution, the employee will seek support from the Board of Trustees.

Recognizing the importance of open communication, KIPP NYC holds monthly leadership meetings for principals across KIPP NYS schools, the Superintendent, and leaders of SST. These meetings are forums to communicate, share issues, discuss common strategies and investments, engage in professional development and collectively solve problems. Additionally, as a network we invest in quarterly KIPP NYC professional development days, where staff from each school come together for training and to share best practices. In this manner, our staff from existing schools are able to support the development of new schools.

We also promote robust sharing and staff communication through a variety of other mechanisms:

1. An on-line curriculum management system- where KIPP teachers share their curriculum units, lessons plans and other teaching resources.
2. KIPP NYC data days- where teachers from across schools meet in content teams to examine interim assessment data and share strategies for improvement
3. Quarterly KIPP NYC Operations Team Sessions—where Directors of Operations and Office Managers across schools meet for training. At these sessions staff learn from each other and share systems and processes for meeting the operational needs of our schools.

KIPP NYC Washington Heights Academy (I) and (II) will benefit from these established mechanisms and structures for on-going communication and sharing when they open in 2012.

## C1. Charter Management Organizations

As described throughout this application, KIPP NYC is a non-profit charter school network comprised of four K-12 charter schools: KIPP Academy, KIPP STAR, KIPP Infinity, and KIPP AMP. Each of our current KIPP NYC schools receive development, finance, operations, technology, recruiting, teaching and learning and human resources support from KIPP NYC's Shared Services Team (SST) through a cooperative fee-based arrangement. Prior to 2009, these services were provided by staff employed by KIPP Academy; shared services staff and related non-personnel expenses were, during this period, allocated by KIPP Academy pro-rata to the other KIPP NYC schools. In 2009, SST was formalized within KIPP NYC LLC, a distinct New York limited liability company whose parent is KIPP New York Inc., a non-profit corporation. Each of our existing four KIPP NYC charter schools has a shared services agreement with KIPP NYC LLC. It is our intention to have KIPP NYC Washington Heights purchase these same support services from KIPP NYC LLC, following a similar structure as KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP.

The founding group has decided to work with KIPP NYC LLC and SST based on the results of this partnership at our other KIPP NYC schools. Every year, SST has improved the quality of the services it provides to our four existing charter schools. Whether by streamlining payroll processes and employee benefits, improving IT infrastructure, recruiting systems and outcomes, upgrading lottery and enrollment support, or increasing fundraising to meet school needs—SST has enabled our principals to focus on what matters most to student outcomes: academics and school culture. (Please see Attachment 15 for more information KIPP NYC academic performance data.)

KIPP NYC Washington Heights intends to enter into a similar partnership with KIPP NYC LLC. The KIPP NYC Shared Services Agreement that is currently being implemented at KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP has been revised to add KIPP NYC Washington Heights Charter Schools. Please refer to Attachment 16 for more information on the services that the Shared Services Team would provide the new charter schools in CSD 6.

- <u>Oversight of Shared Services</u>

SST is managed by Jack Chorowsky, Chief Operating Officer, and proposed founding group member. He will be responsible for ensuring KIPP NYC Washington Heights Academy (I) and (II) are provided with the operational support they need to effectively launch and manage the new schools in CSD 6. The Board will have the authority to terminate the contract for services with KIPP NYC and to withdraw from the co-located high school model. The Board of KIPP New York Inc. provides oversight of Mr. Chorowsky and SST.

- <u>Evaluating the impact of the CMO</u>

Because KIPP NYC LLC's Shared Services Team will provide an array of services to the proposed charter schools, the schools will use a different criteria to evaluate the performance of recruitment, human resources, payroll, development, operations, technology and teaching and learning services provided to the school. KIPP NYC Washington Heights Academy (II) will evaluate performance using the following criteria among others:

| Division of SST | Criteria for Evaluation |
|---|---|
| Recruitment | • Is each school satisfied with the number and quality of candidates that are presented for every available teaching or school staff position?<br>• Are candidates being presented on a sufficiently timely basis in an effective process and with appropriate systems support? |
| Human Resources | • Are schools being provided with effective and acceptable benefits programs to meet the needs of their staffs?<br>• Are staff issues relating to benefits and certification addressed on a timely basis? |
| Technology | • Are schools outfitted with the IT infrastructure needed to support daily operations and |

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| | incorporate technology into daily teaching and learning?<br>• Are staff and school technology issues resolved in a timely and efficient manner? |
| Operations | • Does the Operations team provide effective training and support to new Office Managers and Directors of Operations of each school?<br>• Is each school in compliance with applicable city, state and federal laws and reporting requirements?<br>• Did each school leader receive high quality operational support during start-up and expansion? |
| Finance | • Is payroll administered in an effective and timely manner? Are payroll issues and questions of school staff addressed in a clear and timely manner?<br>• Do principals and the Superintendent receive clear, effective tools, advice and reports to support the preparation of annual budgets and track financial performance against approved budgets?<br>• Do principals, the Superintendent and Boards of Trustees receive clear, effective, appropriate financial reports and tools to support long term financial planning? |
| Development | • Does the network secure sufficient private funds to support the educational program of the school? |
| Teaching and Learning | • Does the teaching and learning team provide high quality management support, coaching, technical assistance and professional development to principals, Deans, teachers and other instructional staff?<br>• Do teachers, principals and instructional staff, have access to high quality curriculum units and rigorous assessments that are aligned to state standards? |

## D. Staffing and Human Resources

1. KIPP NYC Washington Heights Academy (II) Staffing Plan:

KIPP NYC Washington Heights Academy (II) will serve K-12 students in CSD 6. As such, the founding group has designed a staffing plan that will enable the school to identify, recruit and retain effective teachers at all grade levels. Having successfully opened and operated charter schools in New York City for the last 15 years, KIPP NYC Washington Heights Academy (II) will benefit from the experience of our seasoned Recruitment Team. Specifically, KIPP NYC has a 5 person recruitment team that will work in partnership with the school principal and leadership team to identify founding teachers and staff over the charter term. KIPP NYC Washington Heights Academy (II) intends to employ the following staffing model over the course of the first charter term:

| School Program/ Level | Position | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|---|---|---|---|---|---|---|
| KIPP NYC Washington Heights Academy (II) - Elementary School Program | Principal | 0 | 1 | 1 | 1 | 1 |
| | Dean of Students/Dean of Teaching and Learning | 0 | 1 | 2 | 2 | 3 |
| | Director of Ops | 0 | 1 | 1 | 1 | 1 |
| | Office Manager/Admin | 0 | 1 | 1 | 1 | 1 |
| | Counselor | 0 | 1 | 1 | 2 | 2 |
| | Teacher | 0 | 8 | 16 | 20 | 24 |
| | Specialty Teacher (Music, Art, Gym, etc.) | 0 | 1 | 2 | 3 | 4 |
| | SPED Coordinator/Teachers | 0 | 0 | 0 | 1 | 2 |
| | TOTAL | 0 | 14 | 24 | 31 | 38 |

| School Program/ Level | Position | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|---|---|---|---|---|---|---|
| KIPP NYC Washington Heights Academy (II)- Middle School Program | Principal | 1 | 1 | 1 | 1 | 1 |
| | Dean of Students/Dean of Teaching and Learning | 0 | 2 | 2 | 2 | 2 |
| | Director of Ops | 1 | 1 | 1 | 1 | 1 |
| | Office Manager/Admin | 1 | 1 | 1 | 1 | 1 |
| | Counselor | 1 | 1 | 2 | 2 | 2 |
| | Teacher | 5 | 10 | 15 | 17 | 17 |
| | Specialty Teacher (Music, Art, Gym, etc.) | 2 | 2 | 4 | 4 | 4 |
| | SPED/ELL staff | 1 | 2 | 3 | 3 | 3 |
| | TOTAL | 12 | 20 | 29 | 31 | 31 |

What this table demonstrates is that in 2016-17, KIPP NYC Washington Heights Academy (II) will need to support 69.0 full time staff at the elementary and middle school levels.

- Our High School Staffing Plan

KIPP NYC Washington Heights Academy (II) will expand in year 6 to serve advancing 9th graders. KIPP NYC Washington Heights Academy (I) will begin serving 9th grade students in Year 5. As outlined in earlier sections, it is our intention is to have these students join KIPP NYC's existing co-located high school program. We will amend the MOU for the co-located high school and Joint High School Committee agreement, pending approval of this application. Below please find a table outlining our staffing plan at our co-located high school program over the course of the five-year charter period.

| School Program/ Level | Position | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 |
|---|---|---|---|---|---|---|
| KIPP NYC's Co-located High School Program (KIPP NYC College Prep) | Principal | 1 | 1 | 1 | 1 | 1 |
| | Assistant Principals/Directors | 5 | 5 | 5 | 5 | 5 |
| | Deans | 6 | 6 | 6 | 6 | 6 |
| | Department Heads | 7 | 7 | 7 | 7 | 7 |
| | Director of Operations/ Operations Manager | 2 | 2 | 2 | 2 | 2 |
| | Office Manager/Admin | 2 | 2 | 2 | 2 | 2 |
| | Social Workers/Guidance Counselors | 8 | 8 | 8 | 8 | 8 |
| | Teachers | 36 | 36 | 36 | 36 | 36 |
| | Specialty Teacher (Music, Art, Gym, etc.) | 9 | 9 | 9 | 9 | 9 |
| | SPED/ELL staff (Speech Therapist) | 6.33 | 6.33 | 6.33 | 6.33 | 6.33 |
| | College Counselors and Advisors | 3 | 3 | 3 | 3 | 3 |
| | TOTAL | 85.33 | 85.33 | 85.33 | 85.33 | 85.33 |

- Staggered Approach and Growth Projected

One of the reasons we revised this charter application to begin with 5th grade rather than with Kindergarten and 1st grade, was to help ensure we were able to recruit and hire enough effective founding teachers in 2012-13. Given our staff-intensive Kindergarten and 1st grade model (reflected in KIPP NYC Washington Heights Academy (I))—where we prefer to staff our classrooms with two full time teachers for every 25 students, opening up two Kindergarten and 1st grade programs in the first year, would require identifying and hiring over 36 Kindergarten and 1st grade teachers for the 2 schools in CSD 6 alone. After careful review, we decided to stagger our approach and have KIPP NYC Washington Heights Academy (II) will begin as a middle school program for entering 5th graders.

- How the Board Will Address Growth

KIPP NYC Washington Heights Board of Trustees will work closely with leaders of KIPP NYC to review, monitor and evaluate the effectiveness of the KIPP NYC's recruitment and human resources teams to identify, recruit, hire and retain effective teachers at both charter schools in Washington Heights. As a network, we have developed a 10-year growth plan that incorporates the proposed growth in Washington Heights beginning in 2012. This growth plan involves increases to our Shared Services Team—especially in the area of recruitment, human resources and managing directors who will offer greater coaching and support to principals. Both teams will continue to grow in order to keep pace with the staffing needs that will arise as we bring on more teachers and staff annually. Having experienced several periods of growth and expansion across our network, KIPP NYC understands the impact increases in staff can have on the network and on our ability to provide high quality support and technical assistance to our schools. We will continue to closely monitor and evaluate our services and will make adjustments to our infrastructure and staffing model as needed.

2. Staff-Related Budget Assumptions Aligned with Education Needs

The Founding Group has developed a 5 year budget that accounts for the growth of KIPP NYC Washington Heights Academy (I) and (II). Our staffing-related budget assumptions have been developed after careful review of programmatic needs and network experience launching, growing and sustaining successful elementary, middle and high school programs in New York City and by KIPP nationally. If we identify strategies that are not working we will revise our staffing plan to ensure the best outcomes for students.

- Budgeted Special Education Support

As the staffing model outlined above shows, KIPP NYC Washington Heights Academy (II) intends to hire at least one Special Education Coordinator/Teacher in its first year, hiring additional staff to support special education needs as the school grows. We have budgeted for dedicated special education staff at each level of the school and we will ensure that all teachers receive training around how to address the needs of students with individualized education plans. Additionally, on the KIPP NYC Shared Services Team, we have hired an experienced school psychologist who is providing training and support to Special Education Coordinators and principals across the network on how to 1) best address the diverse learning needs of special education students and 2) meet requirements for special education. This staff developer will work closely with the founding group and new teachers to ensure the school is set up to successfully meet the needs of students with IEPs.

- Budgeted ELL Support

KIPP NYC Washington Heights Academy (I) and (II) will budget for teachers to receive training on techniques, methods, and strategies appropriate for instructional and support services for ELL students. Such training will also be designed to enhance staff appreciation for ELL students' native language and culture, and will introduce techniques to improve staff communication with parents/guardians of ELL students. The budgeted training will also address research in second language learning, bilingual education theory and practice, and English as a Second Language methods of teaching in the core subjects. KIPP NYC Washington Heights Academy (II) will directly provide, or make referrals to, appropriate support services that may be needed by ELL/ LEP students in order to achieve and maintain a satisfactory level of academic performance. Such services may include individual counseling, group counseling, home visits, and parental counseling. Additionally, KIPP NYC Washington Heights Academy (II) will hire at least one full-time teacher per grade level that speaks Spanish.

3. Instructional Skills, Experience and Development Requirements for Successful Teachers

Over the last 15 years, we have been fortunate to have found and retained highly effective teachers. Outlined below are the specific qualifications we will look for in teaching candidates at KIPP NYC Washington Heights Academy (II):

Instruction:

- Create a year-long scope and sequence that is aligned to the New York State Standards
- Plan, structure, and execute daily lessons that are part of a larger unit of study

- Maintain a positive, effective, and rigorous classroom environment, including following up and following through with student discipline issues
- Compile and analyze data on student progress and achievement on a regular basis
- Celebrate student work on a regular basis
- Organize, archive, and update lesson materials on a regular basis
- Share lesson materials and participate in observation/feedback sessions with deans and principals

Operations:

- Assist in all assigned day-to-day operations for grade level
- Attend and actively participate in breakfast duty, lunch duty, snack, dismissal duty, and transitions

Professionalism and Teamwork:

- Attend all relevant meetings (i.e. grade level team meetings, paycheck meetings, staff meetings)
- Model professionalism at all times with children and staff, e.g. report to work on time, complete work by assigned deadlines, adhere to staff dress code, etc.
- Work as an active member of the grade-level, content-level and school-wide team, doing whatever it takes to ensure our students' needs are met.
- Demonstrate a commitment to teacher professional development by showing interest in and attending appropriate Professional Development sessions

Family Involvement:

- Collaborate with team to plan/execute grade-level family meetings and events
- Communicate with families on a frequent basis, including but not limited to phone calls, home visits, and conferences (both individual and school-wide)

Across our network, we have found that our most effective teachers have met these qualifications. Please see Attachment 11 for more information on the roles and responsibilities of new teachers.

4. Our Plans for Teacher Recruitment

KIPP NYC's Recruitment Team will help to ensure KIPP NYC Washington Heights Academy (II) identifies a cadre of highly qualified, effective and mission aligned teachers. The Recruitment Team will work closely with the principals to develop a school specific recruitment plan. Over the years, KIPP NYC has developed a successful set of strategies for recruiting staff including:

- Recruitment Events and KIPP NYC Open Houses for interested staff
- Internet advertising
- Direct mail and email campaigns
- Attending job fairs
- Referral programs to encourage third party candidate referrals

KIPP NYC Washington Heights Academy (II) expects that some of its recruitment efforts will be conducted in collaboration with the other KIPP NYC schools; such as a joint open house hosted either by KIPP Academy (Bronx) and/or KIPP STAR (Harlem) to attract candidates and expose them to the different KIPP schools and leaders. Please note that KIPP NYC Washington Heights Academy (II) will ensure that all personnel meet any applicable certification requirements specified under the New York Charter Schools Act, but generally will not impose any certification requirements beyond what is mandated by law.

5. Hiring Qualified Non-Certified Instructional Personnel

All instructional staff must show a strong desire to teach an academically intense curriculum and commit to an extended school day. All staff must demonstrate a commitment to continue their professional development by committing to the KIPP Professional Development Program. Additionally, all KIPP instructional staff meet the requirements of the state charter law. Prospective staff members will be formally interviewed by the Recruitment Team and the Principal, to ensure that the applicant's professional values are aligned with the KIPP educational

philosophy. Prospective staff members will be asked to teach a sample lesson observed by the hiring principal. Also, please note that all staff will be required to pass background checks and the child abuse registry will be conducted for every employee in accordance with the law.

6. Using Data to Evaluate, Retain and Support Effective Teachers

KIPP NYC Washington Heights Academy (II) will be a data-driven school—one that uses a variety of performance indicators to analyze the effectiveness of staff annually. Such measures will include student achievement data as measured on interim assessments and NYS exams, feedback from the KIPP Healthy Schools survey (completed by teachers, students and parents) and classroom observations by the principal and deans of teaching and learning. KIPP NYC promotes a formal review process, where every staff member receives a mid-year and end of year review. The data collected throughout the year, coupled with regular classroom observations, form the basis of these reviews. These reviews will help the principals and KIPP NYC Washington Heights Board of Trustees identify our most effective teachers, as well as those that require additional support and training.

In terms of retaining effective teachers, KIPP NYC Washington Heights Academy (II) will employ the following support strategies for developing teachers:

- All new teachers will be assigned a mentor teacher.
- The Principal will work closely with individual teachers and department heads to support and assist individuals who are having difficulty or want assistance.
- A culture of a community of learners will be established through the teacher evaluation process and departmental planning meetings to support staff.
- The utilization of monetary incentives through sign-on bonuses, student performance and the assumption of additional duties.
- Implementation of a supportive professional development program that allows teachers the opportunities to explore best practices across the city, state and nationally.

Through these strategies, KIPP NYC Washington Heights Academy (II) will build off of successful techniques that have helped veteran schools like KIPP Academy retain effective teachers for the last fifteen years.

7. A Culture of Positive Employer – Employee Relationships

We at KIPP NYC pride ourselves on creating a work culture that enables teachers and faculty to work and teach in an environment where you never stop learning. KIPP NYC values employees that are creative, results-focused individuals who thrive on challenge and welcome the opportunity to innovate. The employer and employee relationship, as is predicted to be at KIPP NYC Washington Heights Academy (II), is a close-knit collaborative team and family that together, is raising the bar in urban schools. KIPP NYC describes the employee and employee relationship as a "team and family" very deliberately. Our success is a product of collective caring and commitment, not only for our students but also for one another. Similarly, the professional community at KIPP NYC Washington Heights Academy (II) will focus on sharing and learning. We will build our skills and improve results through constant collaboration, bi-monthly professional development days, frequent observation-feedback cycles and a knowledge-sharing web site, supported by KIPP NYC, stocked with our own curriculum resources.

## E. Student Recruitment, Enrollment, and Evidence of Demand

1. Recruitment of Students and Communication Strategy to Families

In accordance with federal laws, no student will be denied admission to KIPP NYC Washington Heights Academy (II) based on race, ethnicity, national origin, gender, or disability. The school will be open to any child who is eligible under the laws of New York State for admission to a public school, and the school shall ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and Section 2854(2) of the New York Education Law.

In January 2012, KIPP NYC Washington Heights Academy (II) will open registration to prospective students. KIPP NYC Washington Heights Academy (II) will clearly communicate that the school is open to all students, including

those with IEP's or in need of ELL services, and that KIPP offers outstanding programs for all of its students. We will employ the same bilingual recruitment and outreach plans as our other KIPP NYC charter schools and all materials will be translated into Spanish. These strategies include:

- Mailing lottery applications to all prospective Kindergarten, 1st and 5th grade families (beginning in 2013) residing in CSD 6.
- Posting flyers and notices in local newspapers, supermarkets, communities of faith, community centers, and apartment complexes
- Holding open houses at public and private elementary schools, after-school programs and youth centers
- Visiting local organizations in surrounding neighborhoods
- Canvassing neighborhoods to further reach interested families

KIPP NYC Washington Heights Academy (II) will ensure that students who are representative of the school's local community are recruited at both the elementary and middle school level. KIPP NYC Washington Heights Academy (II) will provide bilingual services on site. Families will receive assistance to understand the school's program and enter its lottery to ensure that language or other barriers do not impede their ability to join the school community.

2. Evidence of Demand That Support Enrollment Projections

Washington Heights, located in Upper Manhattan, is a predominantly Hispanic/Latin American community with a high percentage of new immigrants, and high poverty rates. Out of the 25,780 students who attend a public school in CSD 6, 80% qualify for free/reduced lunch, 41.5% are ELLs and 12.9% are special education students. In CSD 6 public schools, 87% of students have been identified as Hispanic, 7% Black, and 6% Asian, American Indian, White or Other. According to statistics from the NYC DOE, a child in Washington Heights has a 2 in 5 chance of qualifying for ELL support, a 1 in 4 chance of living in a home with a single parent, and a 4 in 5 chance of being below the poverty line. Only 13% of Latino students from the district attend college[5].

Academic achievement data from the NYC Department of Education indicates that students in CSD 6 are lagging behind their peers in English Language Arts and Math, as measured by their performance on NY state exams. KIPP NYC Washington Heights Academy (I) and (II) will provide students in this district with the opportunity to receive a high quality education that will help them climb the mountain to and through college.

We believe there will be considerable demand across elementary, middle and high school levels, from families living in CSD 6. One initial indicator of such demand is the number of CSD 6 families who have applied to send their children to KIPP schools outside of CSD 6. As of March 28, 2011, KIPP NYC schools have received 390 lottery applications from families in CSD 6 seeking to attend a KIPP NYC school (currently located in district 5, 7 and 17). Across the entire network we have received 4,020 applications -- over 6 applicants for every open space. With the creation of two new KIPP charters in CSD 6 beginning in 2012, we anticipate a significant increase in the number of CSD 6 applications received across the network.

## F. Community Involvement

1. Parental Involvement in the governance and operations of KIPP NYC Washington Heights

Eliciting the ongoing support and participation of each student's parents and guardian in the educational process is fundamental to the mission of KIPP NYC Washington Heights Academy (II). An effective school must promote parental involvement in all aspects of the school. For the past 15 years, the KIPP Parent Association Committee (PAC) at KIPP NYC schools have played a vital role in helping determine the direction of programming and activities. KIPP NYC Washington Heights Academy (II) will likewise seek to form a PAC at the beginning of each academic year. Monthly open meetings for any interested parent and then follow up meetings with the school's principal and teachers will allow the development of a strong and collaborative team among parents, staff, and students. In all KIPP NYC schools, principals and teachers have experienced huge levels of support from invested, empowered parents. Our commitment to involve parents in the important work of determining the direction of educational

[5] Center for Latin American, Caribbean & Latino Studies, CUNY Graduate Center

programming will continue at every level – elementary, middle and high school - as KIPP NYC Washington Heights Academy (II) expands in the coming years.

In addition to involvement through the PAC each parent/guardian will be expected to keep abreast of and seek involvement in their child's academic progress in the following manner:

- Commitment to Excellence: All parents will be encouraged to sign the KIPP Commitment to Excellence Form which outlines each parent's basic responsibilities (including ensuring that students arrive to school on time and that assigned homework is checked on a daily basis). This document outlines the behaviors vital to individual student success and our overall school success. Adherence to the Commitment to Excellence leads to mutual respect between teachers, students, and parents as well as the creation of a strong mission-aligned team.
- Direct Communication: All KIPP parents and KIPPsters will have a list teachers' cellular phone numbers.
- Tracking Progress:
  - Daily: Parents will be able to gauge their child's academic progress by reviewing their child's daily homework sheet, attending parent/teacher conferences, open houses, and reviewing student portfolios with KIPP staff.
  - Weekly: Weekly progress reports in the form of a KIPP "paycheck" will be sent to families with detailed information on their child's academic and social progress.
  - Quarterly: Report cards will be distributed on a quarterly basis. KIPP teachers will also be expected to maintain parental contact through telephone calls and home visits.
  - Annual: KIPP NYC Washington Heights Academy (II) will report progress in meeting its school-wide goals and objectives to the parents and guardians via a published annual report. We will also track student progress against state standards to keep parents apprised of the students' individual, collective and comparative achievement.
- Joint Family Celebrations: Parents are invited to quarterly family pot-luck dinners and bi-annual all-school family celebrations.
- Additional Socio-Emotional Support: The school employs two social workers and one school counselor dedicated to helping families address any social-emotional issues that may limit a particular child's academic and character growth.

2. Community Engagement

KIPP NYC schools have a tremendous track record of support within their respective communities. Oversubscribed waiting lists, eager advocates and volunteers, a long list of community partners including CBO's and communities of faith, and an extensive list of friends and donors have been the key to the success of our charter schools to date. Recognizing the importance of community engagement, we have already begun outreach to community groups located in Washington Heights. Specifically, we have met with the following groups:

- Alianza Dominicana
- Dominican Women's Development Center
- Northern Manhattan Improvement Corporation
- Audubon Family Center
- Community League of the Heights

We have reached out to these community groups to not only increase their awareness of the KIPP educational program, but to increase our own understanding of the Washington Heights community and the potential needs of the families we intend to serve. We will continue to reach out to community organizations in CSD 6 to identify service providers and partnerships that could help support KIPP NYC Washington Heights families in the years to come.

# Section III. Financial Plan

## A. Charter School Budget and Cash Flow Template

Recently KIPP NYC expanded our existing middle schools to serve elementary and high school students. We have modeled our five year proposed budget and cash flow for KIPP NYC Washington Heights Academy (II) on the budgets for our existing schools. Please see Attachment 17 for a 5-year budget and cash flow template for KIPP NYC Washington Heights Academy (II). What follows is a brief budget narrative.

1. Budget Assumptions

Staffing: Our staffing plan is based on the model we've developed for our current KIPP NYC schools. We believe that we have specified an appropriate number of instructional and administrative staff to serve the needs of our students and families at each level K-4, 5-8 and 9-12. Please refer to Section II.D for a breakdown of our staffing model by year.

Enrollment. The included budget assumes that KIPP NYC Washington Heights Academy (II) will incur 10% year-over-year enrollment loss in each grade. Enrollment loss includes attrition due to holdovers and students leaving the school for any reason. The middle school intends to enroll 90 students in fifth grade and maintain 90 students in the sixth grade by accepting students from the lottery or waitlist to replace any student who may have left, if any. We do not intend to enroll students from the waitlist in grades seven through nine; however, if enrollment drops below our target number we will consider enrolling additional students. We intend to enroll 100 students per grade in elementary school; we will consider backfilling by waitlist or lottery whenever necessary. We are committed to continually managing student enrollment to maximize the number of students and families we serve and ensure that KIPP NYC Washington Heights Academy (II) will have the resources necessary to provide quality programming to our students and staff. For the purposes of five year budget planning, we have assumed that per-pupil revenue will remain at its current level through the 2012 fiscal year and then increase by 2% thereafter. We also assume that 10% of our student enrollment will require Special Education Services for at least 20-60% of the school day of which is based on the percentage of Special Education students at our current KIPP NYC schools.

Staff Compensation. KIPP NYC Washington Heights Academy (II) will pay instructional and non-instructional employees based on the pay scale established by all KIPP NYC schools. Currently, KIPP NYC schools pay instructional staff and some non-instructional positions on a scale derived from the DOE, which compensates staff for the additional time worked due to KIPP NYC's extended school day. Other non-instructional positions are currently compensated based on market comparisons and experience. Estimates for employee benefits are based on benefits plans currently offered to employees at other KIPP NYC Schools. The compensation and benefits packages offered to employees are amongst the most generous in the New York City charter school community. We believe that offering robust compensation and benefits packages to employees will contribute to job satisfaction and help reduce employee turnover.

School Operating Expenses. In general, estimated operating expenses for KIPP NYC Washington Heights Academy (II) are based on historical data from other KIPP NYC schools, including four middle schools, two elementary schools and a co-located high school. Please note that the 5-year budget reflects the 10% service fee that KIPP NYC Washington Heights Academy (II) will be charged by the KIPP NYC Shared Services Team.

Private Revenue. The schools and programs of KIPP NYC have a strong, 15-year history of raising private funds. In the event that KIPP NYC Washington Heights Academy (II) has an operating deficit in any fiscal year, KIPP NYC would grant additional funds to eliminate such debt. The KIPP NYC Shared Services Team has a fully staffed development team whose sole purpose is the raise money for KIPP NYC schools and programs. That said, as the budget indicates, KIPP NYC Washington Heights Academy (II) will not have private fundraising needs. The school will have an operating surplus from Year 1, given the size of the school and cost efficiencies derived from the school's partnership with SST.

Pre-Operating Costs. KIPP NYC Washington Heights Academy (II) will identify KIPP Foundation Fisher Fellows to be the founding leaders of the elementary and middle school levels. The fellows will be employed for one academic year prior to the school's opening and their salaries will be paid by the KIPP Foundation. KIPP NYC will augment the Foundation salaries to bring compensation in line with New York City market rates for new school leaders. This expense has been charged to a pre-operating year. Other pre-operating costs include $2,500 for student recruitment and advertisements, which is based on costs incurred at other KIPP NYC schools. We have also assumed the Director of Operations will start May 1, 2012 to ensure an appropriate start-up period in advance of the school year. His or her salary will be funded by KIPP New York Inc. Finally, based on recent experience opening KIPP Academy and KIPP Infinity elementary programs, we have concluded that all other start-up expenses can be recognized in the summer of 2012 – i.e., in the 2012-13 fiscal year, not the pre-operating year -- and have budgeted accordingly.

Financing. Another budget assumption underlying the five year budget for KIPP NYC Washington Heights Academy (II) is that KIPP NYC, Inc. makes a $250,000 interest free loan to the school in order to provide a minimum cash balance in their bank account that will need to be repaid within the first five years of operation.

2. Identification of revenues and expenses that are shared between schools overseen by the Board

The KIPP NYC Washington Heights Academy (II) high school will be co-located with the high schools for other KIPP NYC schools (KIPP Academy, KIPP STAR College Prep, KIPP AMP Academy, KIPP Infinity and KIPP NYC Washington Heights Academy (I)). All expenses for the co-located high school will be paid directly by KIPP Infinity as fiscal agent for the co-located high school and will be billed back pro-rata to the other participating schools based on the percentage of students enrolled from each participating charter. KIPP NYC SST's finance team will manage the resulting accounting workflows including recognizing and billing-back expenses and monthly reconciliations. State and federal revenues for high school students will be paid directly to KIPP NYC Washington Heights Academy (II). Any unrestricted private contributions received for high school students will be allocated according to the same pro-rata formula as expenses. Restricted contributions will be allocated according to the donor's wishes.

3. Incurring Debt

KIPP NYC Washington Heights Academy (II) does not anticipate incurring debt to provide for facilities. The submitted budget and cash flow indicate that KIPP NYC Washington Heights Academy (II) will receive a zero interest loan of $250,000 from KIPP New York, Inc. in order to provide a minimum float in the bank account for a period of up to five years. This loan was included in the budget as a contingency plan in the event that private contributions for the school's start-up year are not sufficient to cover expenses in the first two years or are delayed in receipt and cause a cash flow issue. Repayment of any loan would occur in years three through five.

- Our contingency plans for cash flow challenges or other financial challenges

Similar to other KIPP NYC charter schools, KIPP NYC Washington Heights Academy (II) will be supported by KIPP New York, Inc., a 503(c) not-for-profit which fundraises on behalf of KIPP NYC schools and grants monies to each school to meet their needs pursuant to the direction of the KIPP New York Inc. board. In the event that KIPP NYC Washington Heights Academy (II) has a budget shortfall or cash flow challenge KIPP New York Inc. will provide the needed funds to maintain operations, subject to the KIPP New York Inc. board's approval.

## B. Financial Management

Effective financial management systems are critical to the success of any school. The KIPP NYC Washington Heights Academy (II) team, under the direction and supervision of the KIPP NYC Washington Heights Board of Trustees, is responsible for ensuring that all public and private funds are spent in 100% alignment with the approved budget.

- Fiscal Audit

KIPP NYC Washington Heights will hire an independent certified public accountant (CPA) to conduct an annual fiscal audit of all financial records including the balance sheet, cash flow statement and income statement, pursuant to

Education Law § 2854(1)(c). This audit shall be included in the School's Annual Report. Additionally, the CPA will audit the school's journal entries, payroll and record-keeping systems. All reporting will adhere to generally accepted accounting procedures (GAAP) for non-profit corporations will be in compliance with applicable standards set forth by the U.S. Comptroller General. Auditing expenses are reflected in the school's financial plan.

- Programmatic Audits

In addition to conducting fiscal audits, KIPP NYC Washington Heights will conduct programmatic audits in accordance with state law and as directed by the Board of Trustees.

The KIPP NYC Washington Heights Academy (II)'s programmatic audit shall consist of submission of an Annual Report to the New York State Board of Regents, in accordance with Education Law § 2857(2). The Annual Report will include the state-mandated School Report Card, in accordance with regulations [8 NYCRR 119.3] of the Commissioner of Education. The Report Card will detail the comparative academic and fiscal performance of the school and will also list: the school's federal and state revenue sources, expenditures for salaries, capital expenses, student services, drop-out rates, student suspensions, standardized test performance, student enrollment, students with Limited English Proficiency (LEP) data and other relevant information. The Annual Report will further include a discussion of the progress made toward the school's achievement goals.

Throughout the school year, KIPP NYC Washington Heights Academy (II) administration and faculty will assess the school's programmatic effectiveness and the academic needs of the students to determine the extent, if any, that changes are warranted in the school's education program or its implementation. The charter entity shall be informed of any significant changes that have been made, or are slated to be made, to fulfill the achievement goals of the School. For more information, please refer to Attachment 17.

1. Efficiency and the Role of the Shared Services Team

By utilizing the support services of KIPP NYC LLC's Shared Services Team (SST), KIPP NYC Washington Heights Academy (II) will be able to leverage centralized financial systems, accountability mechanisms and expertise developed and refined over many years of working with other KIPP NYC schools. At the same time, SST support in other functional areas provide KIPP NYC Washington Heights Academy (II) with the benefits of network scale, allowing the school to take advantage of centralized investments made across functional areas such as recruiting, human resources and technology. As previously mentioned, KIPP NYC has achieved at increasingly higher academic levels while spending no more per pupil than the New York City Public Schools on average, partly due to such efficiencies.

The SST will work closely with appropriate stakeholders at the elementary, middle and high school to develop Title 1 plans and budgets, before rolling them up into a unified KIPP NYC Washington Heights Academy application. All allocations and reporting will be done on a school-by-school basis. The SST will also manage the daily fiscal and accounting functions of the School. The Board of Trustees and Superintendent will provide fiscal oversight.

2. Internal Financial Control Policies and Procedures

- Accounting System

*Policy:* The KIPP NYC Washington Heights Academy (II) shall use accrual basis accounting in accordance with GAAP. All financial statements and any reporting to the IRS or other governmental entities shall be completed using this method.

*Procedure:* KIPP NYC Washington Heights Academy (II) shall maintain an accrual basis accounting system in accordance with generally accepted accounting procedures. All financial statements and reports to the IRS and other governmental entities shall be completed by the Shared Services Team on behalf of KIPP NYC Washington Heights Academy (II) on an accrual basis, or otherwise in accordance with IRS or other regulations, and shall be submitted to such entities by the KIPP NYC Washington Heights Academy (II) or the SST on the school's behalf.

The Shared Services Team shall utilize an electronic accounting system to record all financial transactions on behalf of KIPP NYC Washington Heights Academy (II).

- Books of Account

*Policy:* The books of account shall be maintained in accordance with GAAP, and include Budget Reports, General Ledger, and detailed journals for all cash receipts and cash disbursements and payroll.

*Procedure:* The SST shall maintain all books of accounts. An accounting software package will be utilized to properly record all assets, liabilities, net assets, revenues, expenses and budgets.

- Chart of Accounts

*Policy:* A Chart of Accounts in accordance with GAAP has been developed by the SST to properly record all accounting activity.

*Procedure:* The Staff Accountant on the KIPP NYC Shared Services Team shall record all school fiscal transactions to the Chart of Accounts in accordance with GAAP. Members of the SST will allocate revenues and expenses according to the Chart of Accounts.

- Financial Statements

*Policy:* Financial statements shall be prepared by the SST and shall be reviewed by the principal, superintendent and Board of Trustees.

*Procedure:* The SST shall prepare monthly balance sheets and statements of activity. These statements will be prepared in accordance with GAAP, and include a detailed reporting of asset, liability, revenue and expense categories, and a comparison between year-to-date actual and year-to-date budget data. Financial statements shall be presented to and reviewed by the Board of Trustees quarterly.

- Bank Account Management: Issuing/Signing Checks

*Policy:* Check signing policies as established by the Board shall be observed by all staff.

*Procedure:* School checks shall be signed by the principal. Checks in excess of $10,000 will require the second signature of an authorized signer. Checks shall be prepared for signature by the staff accountant on SST. The staff accountant shall not have check signing authority or withdrawal authority. Voided checks shall be retained to insure proper maintenance of checking account records.

- Bank Account Management: Opening/Closing Accounts

*Policy:* The signature of the principal shall be required to open or close accounts, subject to restrictions on such authority established by the Board of Trustees and by state law or regulation.

*Procedure:* The principal, after consultation with the superintendent and the board chair, shall secure any necessary signatures to open or close a KIPP NYC Washington Heights Academy (II) account.

- Bank Account Reconciliation

*Policy:* Reconciliation of each KIPP NYC Washington Heights Academy (II) account shall be done within sixty (60) days of receipt of bank statements.

*Procedure:* The Controller shall reconcile all bank accounts monthly. The SST will open all bank statements and review cancelled checks and monthly bank statement activity, and compare the cash receipts log (prepared by the staff accountant) to the deposits listed on the bank statement.

- Accounts Receivable

*Policy:* The KIPP NYC Washington Heights Academy (II) will maintain accounts receivable in accordance with GAAP for scheduled receipts from the school district, grants or any other amounts due but not yet received.

*Procedure:* All revenues will be recorded on an accrual basis in accordance with GAAP. The SST will maintain an aged schedule of amounts receivable, which lists payer, date, description, and account. The SST will reconcile such schedule to the general ledger on a monthly basis.

- Accounts Payable

*Policy:* The KIPP NYC Washington Heights Academy (II), whenever practical, shall pay invoices within 60 days of their issue, unless alternative arrangements are made with vendors or unless a dispute arises. Invoices of an amount which precludes payment within 60 days may be put on a payment plan, allowing a monthly payment agreeable to both the KIPP NYC Washington Heights Academy (II) and the vendor, unless another arrangement is reached, agreeable to both the school and the vendor.

*Procedure:* All accounts payable shall be recorded on an accrual basis in accordance with GAAP. Accounts payable shall be maintained by the SST to ensure timely payment and the development of payment plans. The SST also shall maintain an aging of accounts payable schedule listing the payee, transaction date, amount and payable description and account. All purchases in excess of $10,000 shall be approved by an authorized signer. All invoices will be approved by the principal prior to payment by the SST. No payment will be made without a properly approved invoice or other supporting documentation.

- Payroll Services

*Policy:* Payroll services will be provided by the SST.

*Procedure:* Documentation of authorized pay rates shall be maintained in personnel files. Personnel files shall be secured with access limited to authorized individuals. The SST shall contract with a payroll service to provide payroll processing. Personnel will be semi-monthly, by check or electronic transfer. Personnel electing direct deposit will receive a check stub.

Exempt personnel will be paid an annual salary. Time sheets for non-exempt personnel will be maintained daily. Time sheets, signed by the employee and approved by the Principal, shall be forwarded to the Finance Team at the end of the pay period for payroll processing. Members of the Finance Team will review the time sheets for signatures and approvals, review time worked and verify for mathematical accuracy, summarize the payroll information and forward to the payroll service for processing. The Finance Team will receive all completed payroll reports and paychecks from the payroll service. The Finance Team will review the payroll reports and document approval. The Finance Team will record each payroll to the accounting system, including any payroll accruals, in accordance with GAAP. The Finance Team will be responsible for payment of all payroll-related liabilities. A deferred compensation program may be established in accordance with IRS and personnel policies and administered by a third party. All services performed by independent contractors will be processed as accounts payable. At the close of the fiscal year, Forms 1099 will be issued to independent contractors in accordance with IRS regulations.

- Mail Management: Incoming Checks

*Policy:* All incoming mail is opened and distributed by a designated staff person. Any checks received are immediately logged and forwarded to the SST.

*Procedure:* All mail shall be opened by the Office Manager or any other personnel designated by the principal. In the case of checks received, such personnel shall record the date received, name of the payer(s), address (if available), and amount. The check shall be stamped “for deposit only” in the KIPP NYC Washington Heights Academy (II) bank account, and shall be forwarded to the SST staff accountant who shall then deposit the checks into the appropriate account. A copy of each check shall be attached to a copy of the deposit slip and deposit receipt

and shall be filed and used for reconciliation of the bank statement. The SST will receive the documentation related to the cash receipts deposit and record the activity to the accounting system. The Superintendent or his designee will review all cash receipts monthly, including a comparison of amounts received to the budget.

- Staff and Travel Expenses

*Policy:* Staff shall be reimbursed for travel and related expenses while on approved KIPP NYC Washington Heights Academy (II) business.

*Procedure:* All out-of-town travel shall be approved by the principal in advance. All staff shall submit travel reimbursement forms by which they request reimbursement. Travel reimbursement forms shall document employee name, travel dates, destination, business purpose, and itemize business costs such as tolls, parking, mileage and meals. All receipts and substantive documentation must be attached to the travel reimbursement form. Submitted travel reimbursement forms shall be reviewed by the SST for: (a) accuracy; (b) completeness; and (c) adherence to established guidelines. Staff shall be compensated within 20 business days of submission of a complete and accurate reimbursement form to the SST. Reimbursement requests submitted by the SST shall be reviewed and approved for payment by the principal; requests submitted by the principal shall be reviewed and approved for payment by the Superintendent.

- Purchasing Practices:

*Policy:* Guiding the purchase of all goods and services of the charter school will be: (a) price; (b) quality; and (c) dependability. Particular vendors may be chosen based on any of these factors; however, at all times the selection of a particular good, service e, or vendor shall be with the intention of maintaining a top-quality school. The execution of contracts and grants shall be within the scope of the charter school's mission, goals, and annual plans.

*Procedure:* When a product to be purchased costs more than $10,000, the principal, or his or her designee, shall make every reasonable effort to secure quotes and product specifications from at least three providers of the product or a similar product. The principal shall select from among these options, and document the reasons for selecting the chosen option. Professional service contracts are excluded from the requirement to seek multiple bids.

## C. Facilities

After operating public charter schools in Harlem, South Bronx and Crown Heights, Brooklyn, KIPP NYC understands the complexity of identifying space for new or expanding charter schools in New York City. While we have not yet identified a specific location in Washington Heights, CSD 6, we will continue to work aggressively with the NYC DOE to identify the appropriate school facility or facilities that will accommodate our students in Washington Heights over time.

- Our Elementary Program (K-4) Facility Needs:

As outlined throughout this application, KIPP NYC Washington Heights Academy (II) intends to operate its elementary, middle and high school programs in separate locations. Specifically, we are proposing that our K-4 elementary school component be housed in a separate location from grades 5-8 and 9-12. Beginning with the elementary school program for academic year 2013 - 2014, we will need a minimum of 5 classrooms in the second year to support 100 Kindergarten students (4 classrooms per grade and 1 additional multi-purpose cluster room). We will also need at least one administrative space for office and operational staff. At full growth in 2017 – 2018, the K-4 program with 500 students will require a minimum of 20 classrooms, 3 cluster rooms and at least 2 administrative/office spaces. We will work with the DOE to identify enough classroom and administrative space to meet our growing elementary school's instructional and educational programming needs. We will work with the DOE to ensure that any school facility we are placed in will be accessible by students with physical disabilities.

- Our Middle School Program (5th-8th grade) Facility Needs:

In 2012 -13, KIPP NYC Washington Heights Academy (II) will begin with serving 5th grade students. This will require an additional school facility for our middle school-aged students in CSD 6. Similar to our elementary school program space needs, the founding group of KIPP NYC Washington Heights Academy (II) intends for the middle school program to be housed in a DOE public school facility where KIPP will co-locate the public school space with a traditional NYC DOE public school. With an initial enrollment projection in 2012 of 90 5th graders, we anticipate needing 4 classrooms and 1 administrative space during the first year of the middle school program's operation. Each year, we will add a grade and 3 sections until the complete 5-8th grade middle school component is complete. With a total enrollment projection of 334 middle schoolers, we anticipate needing a minimum of 14 classrooms and 2 full administrative spaces at full growth.

- Our High School Program (9th-12th grade) Facility Needs:

Starting in academic year 2017 - 2018, when KIPP NYC Washington Heights Academy (II) serves rising 9th grade students, our plan is to have them attend our existing, co-located high school program. This program, informally known as "KIPP NYC College Prep," is temporarily located at the Mott Haven Educational Complex at 730 Concourse Village West in CSD 7 in the Bronx. Our co-located high school program currently serves advancing 9th and 10th graders from our four KIPP NYC charter schools: KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP. The school will expand annually until it serves the entire 9th -12th grade continuum. During 2011-12 and 2012-13, the high school program will be temporarily re-sited at PS 195, in Harlem. Beginning in the fall of 2013, it is KIPP NYC's intention to locate the high school program in a permanent private facility managed by KIPP NYC. In partnership with the Robin Hood Foundation and the NYC Department of Education, KIPP NYC has begun constructing this facility in the Bronx in CSD 7.

As outlined in previous sections, it is our intention, if these charter applications are approved by SED, to revise our co-located high school MOU to include KIPP NYC Washington Heights Academy (I) and (II). KIPP NYC will ensure that the permanent high school facility currently under construction will have sufficient capacity to fully serve all students from KIPP NYC Washington Heights Academy (I) and (II)

## D. Transportation

Students attending KIPP NYC Washington Heights Academy (II) will receive transportation services for which they are eligible under §2853(4)(b) and §3635 of the Education Law. Specifically, the DOE provides middle school students with monthly passes to use the public buses and trains. Students eligible for transportation services will receive these passes. It is expected that KIPP NYC Washington Heights Academy (II) students will reside in and travel from homes within New York City. As such, they are entitled to free and/or reduced fare transportation passes within the guidelines set for all public school students.

- Kindergarten through sixth grade students who live from one-half to one mile from the school are eligible for a HALF FARE bus pass.
- Kindergarten through sixth grade students who live more than one mile from the school are eligible for a FULL FARE bus or train pass.
- 7th and 8th grade students who live more than one and one-half miles from the school are eligible for FULL FARE transportation passes
- Additional transportation needs for students in Special Education will be determined by their IEP
- Special transportation needs will be met for students requiring medical waivers

## E. Food Service

KIPP NYC Washington Heights Academy will participate in the Federal Free- and Reduced-Priced breakfast, lunch and snack programs administered by the U.S. Department of Agriculture, and will adhere to all applicable requirements including, but not limited to: meal pricing, determination of eligibility, nutritional value, and reporting requirements. Any and all food service subsidy revenues received from the Federal and State meal programs shall

be used exclusively for the purpose of providing meals to eligible students, and for no prohibited purpose. Typically, students from households with incomes at or below 130% of the poverty level are eligible for free meals, while students from households with incomes between 130 percent and 185 percent of the poverty level are eligible for reduced-price meals. We anticipate over 80% of our KIPP NYC Washington Heights Academy (II) will be eligible for free or reduced price meals.

KIPP NYC Washington Heights Academy (II) plans to contract for and coordinate food services with the NYC DOE Office of Nutrition and Food Services. Breakfast at the middle school level will be served at 7:00 a.m. and at 7:30 a.m. at the elementary school level. All KIPP NYC Washington Heights Academy (II) students will receive lunch service daily. On Monday through Thursday, snacks will be provided to reflect the extended day. KIPP NY Washington Heights Academy (II) intends to have its own food service facilities, including kitchen and cafeteria accommodations. As such, KIPP Washington Heights Academy (II) food will be prepared on-site and served in the cafeteria. Absent these facilities, the school will ensure that food service is provided to students directly in the classroom or in other suitable common areas. See attached budget in Attachment 17 for more information regarding our food service revenues and costs.

## F. Insurance

Each KIPP NYC school currently holds comprehensive liability insurance across all relevant types of coverage. Policies are brokered through Arthur Gallagher and Co./CharterSafe and are issues by the following carriers: Philadelphia Indemnity, Hartford Accident and Indemnity, The Insurance Company of the State of Pennsylvania, and Scottsdale Insurance Co, all of which have at least A- ratings. Each year, our brokers bid out insurance and have offered very competitive rates. Please see attached budget and Attachment 20 for more information regarding insurance. SST will continue to work with KIPP NYC's insurance brokers to secure similar insurance coverage for KIPP NYC Washington Heights Academy (I) and (II).

## G. Pre-Opening Plan

The pre-opening plan for KIPP NYC Washington Heights Academy (II) – a school that will start with grades Kindergarten and 1st is outlined below. Because KIPP NYC is applying to open two KIPP NYC charter schools in CSD 6 beginning in 2012, we have included the pre-opening plan for both schools as one consolidated plan. As detailed below, several founding group staff and board members will be responsible for execution of relevant tasks and milestones.

| Key Milestone or Task | Start Date | End Date | Person Responsible |
|---|---|---|---|
| Identify school leader for KIPP NYC Washington Heights Academy (II)- Elementary school leader | April 4, 2011 | June 1, 2011 | David Levin and Quinton Vance |
| Identify school leader for KIPP NYC Washington Heights Academy (I)- Middle school leader | April 4, 2011 | June 1, 2011 | David Levin and Quinton Vance |
| Recruit and select at least 2 more board of trustee members to sit on KIPP NYC Washington Heights Board of Trustees | April 2011 | August 2011 | David Levin and David Massey |
| Secure facility in NYC DOE public school space for KIPP NYC Washington Heights Academy (I) & (II) | March 2011 | March 2012 | David Levin and Carrie Mauer |
| Recruit applications for and hire Director of Operations and Office Manager for KIPP NYC Washington Heights Academy (I) & (II) | Nov.1, 2011 | March 2012 | Kerry Mullins |
| Recruit and hire 24 Kindergarten and 1st grade teachers, counselors and staff for KIPP NYC Washington Heights Academy (II) | Feb. 2012 | June 2012 | Kerry Mullins and school principal |
| Recruit and hire eleven 5th grade teachers, counselors and staff for KIPP NYC Washington Heights Academy (I) | Feb 2012 | June 2012 | Kerry Mullins and school principal |

| | | | |
|---|---|---|---|
| Develop lottery applications and materials for Kindergarten and 1st grade applicants for KIPP NYC Washington Heights Academy (II) | Oct. 1, 2011 | Dec. 1, 2011 | Kaya Stone |
| Develop lottery applications and materials for 5th grade applicants for KIPP NYC Washington Heights Academy (I) | Oct. 1, 2011 | Dec. 1, 2011 | Kaya Stone |
| Distribute and collect lottery applications through various student recruitment events and strategies for KIPP NYC Washington Heights Academy (I) & (II) | Jan. 1, 2012 | April 5, 2012 | Kaya Stone and school principals |
| Ensure successful lottery event for KIPP NYC Washington Heights Academy (I) and (II) | April 2012 | April 2012 | Kaya Stone |
| Hold first Board of Trustees meeting and hire school leaders, office manager and director of operations for KIPP NYC Washington Heights Academy (I) and (II) | March 2012 | March 2012 | David Massey Board Chair |
| Hire all classrooms teachers and school leadership team for KIPP NYC Washington Heights Academy (I) and (II) | May 2012 | June 2012 | Board of Trustees |
| Develop school purchasing lists for furniture, books, materials and other items needed for the launch of KIPP NYC Washington Heights Academy (I) and (II)- elementary and middle school programs | March 2012 | April 2012 | School Principals and Carrie Mauer |
| Order all materials, furniture, books for KIPP NYC Washington Heights Academy (I) and (II)- elementary and middle school programs in time for summer respective summer schools | April 2012 | May 2012 | Directors of Operations and Carrie Mauer |
| Make sure all Kindergarten and 1st grade classrooms are painted, renovated as needed and set-up for summer school | June 2012 | August 2012 | Carrie Mauer and school leader |
| Make sure all 5th grade classrooms are painted, renovated as needed and set-up for summer school | June 2012 | July 2012 | Carrie Mauer and school leader |
| Develop summer school plans and curriculum for K and 1 students at KIPP NYC Washington Heights Academy (II) | Feb. 2012 | May 2012 | School leader and Quinton Vance |
| Develop summer school plans and curriculum for 5th graders at KIP NYC Washington Heights Academy (I) | Feb. 2012 | May 2012 | School leader and Quinton Vance |
| Ensure all school staff from both academies are on payroll and that every employee is enrolled in our benefit program | July 2012 | August 30 2012 | Kaya Stone |
| Hold orientation for new teachers at KIPP NYC Washington Heights Academy (I) and (II) | July 2012 | July 2012 | Kaya Stone |
| Plan and lead two week long summer professional development trainings for KIPP NYC Washington Heights Academy (II) | July 2012 | August 2012 | School Leader and Quinton Vance |
| Plan and lead two week long summer professional development trainings for KIPP NYC Washington Heights Academy (I) | July 2012 | August 2012 | School Leader and Quinton Vance |
| Hold summer school for Kindergarten and 1st grade students at KIPP NYC Washington Heights Academy (II) | August 2012 | Sept. 2012 | School leader |
| Hold summer school for 5th graders at KIPP NYC Washington Heights Academy (I) | July 2012 | July 30 2012 | School leader |

Charter School Statement of Assurances: KIPP NYC Washington Heights Academy (II)

## 2011 NYSED Charter School Application Statement of Assurances

[X] We intend to apply for a Charter School Planning and Implementation Grant (CSP). We understand that if the KIPP NYC Washington Heights Academy (II) application is approved by the NYS Board of Regents and issued a charter, the school is qualified to receive a federal CSP grant, pending available funding and final approval of budget materials by the NYSED Charter School Office and the New York State Comptroller. We agree to complete all required budget information and assurances (Exhibit A) according to forthcoming instructions and a revised timeframe to be issued by NYSED.

[X] In accordance with New York Education Law Section 2851(2)(t), in the case of the closure or dissolution of the KIPP NYC Washington Heights Academy (II), we agree to abide by and implement the forthcoming Closing Procedures for New York State Charter Schools Authorized by the Board of Regents to be issued by NYSED.

[X] We understand that if we intend to request waivers from a federal, state, or local regulation or rule that is generally applicable to public schools that we believe are necessary for the successful operation of the charter school, we propose be waived, or otherwise not apply to the charter school, we will include such requests along with justification where appropriate in the application narrative.

[X] I attest that all information included in this New York State Education Department 2011 Charter School Application for the proposed KIPP NYC Washington Heights Academy (II) is accurate and correct.

_____ Signature of Lead Applicant

3/30/11 _____ Date

**Attachment 1: Roster of Key Contacts**

| **Name** | **Role**<br>**(Founding Group Member, Proposed Board Member, or Proposed School Employee)** |
|---|---|
| **David Levin** | Proposed Board Member and Lead Applicant |
| **David Massey** | Proposed Board Chair |
| **Jane Martinez Dowling** | Proposed Board Member |
| **Rafael Mayer** | Proposed Board Member, Secretary |
| **Joseph Negron** | Proposed Board Member |
| **Quinton Vance** | Founding Group Member |
| **Jack Chorowsky** | Founding Group Member |
| **Kaya Stone** | Founding Group Member |
| **Carrie Mauer** | Founding Group Member |
| **Vicki Zubovic** | Founding Group Member |
| **Charizma Williams** | Founding Group Member |
| **Kerry Mullins** | Founding Group Member |
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## Attachment 2: Certification Statement

Proposed Charter School Name KIPP NYC Washington Heights Academy (II)

Proposed School Location (District) Washington Heights; CSD 6

I hereby certify that the founding group/prospective Board of Trustees have all read Article 56 of the New York State Education Law, and understand the relationship between a charter school and the authorized chartering entity as defined in that statute. By submitting a charter school application to the Board of Regents, the prospective Board of Trustees understands that the Board of Regents is the authorized chartering entity with the authority to approve our application to establish the proposed charter school and enter into an agreement with us, as the Board of Trustees, setting forth the terms and conditions under which we, the Board of Trustees, will operate the charter school.

I hereby certify that the information submitted in this application is true to the best of my knowledge and belief; and further I understand that, if awarded a charter, the proposed school shall be open to all students on a space available basis, and shall not discriminate on the basis of race, color, national origin, creed, sex, ethnicity, sexual orientation, mental or physical disability, age, ancestry, athletic performance, special need, proficiency in the English language or a foreign language, or academic achievement. I also certify that I am an eligible to apply for a charter under the requirements of Education Law. This is a true statement, made under the penalties of perjury.

Signature of Lead Applicant/ Authorized Person _____ Date 3/30/11

(Please label the copy that has original signatures)

Print/Type Name: David Levin, Superintendent KIPP NYC

Address: KIPP NYC; 625 W 133rd Street, Room 345, New York, NY, 10027

Daytime Phone: [redacted] Email: [redacted]

- **Grade K - 4th : Kindergarten as an Example**

KIPP NYC Washington Heights Academy (I) has designed the following sample schedule for Kindergarten students:

| Kindergarten Daily Schedule<br>Monday-Friday | | | | | |
|---|---|---|---|---|---|
| **Start Time** | **End Time** | **Classroom A** | **Classroom B** | **Classroom C** | **Classroom D** |
| 7:15 AM | 7:30 | Breakfast (Duty Rotation) | | | |
| 7:30 AM | 7:45 | | | | |
| 7:50 AM | 8:30 | Morning Meeting | Morning Meeting | Morning Meeting | Morning Meeting |
| 8:30 AM | 8:55 | Literacy | Literacy | Literacy | Literacy |
| 8:55 AM | 9:25 | | | | |
| 9:25 AM | 10:05 | | | | |
| 10:05 AM | 10:15 | Snack | Snack | Snack | Snack |
| 10:15 AM | 11:05 | Math | Math | Math | Math |
| 11:05 AM | 11:15 | Science/Social Studies | Science/Social Studies | Science/Social Studies | Science/Social Studies |
| 11:15 AM | 11:30 | | | | Music (Mon/Wed) PE (Tues/Thurs/Fri) |
| 11:30 AM | 11:45 | | | | |
| 11:45 AM | 12:00 | | | | |
| 12:00 PM | 12:25 | Lunch | | | |
| 12:25 PM | 12:50 | Recess | | | |
| 12:50 PM | 1:45 | Nap | | | |
| 1:45 PM | 2:00 | Music (Mon/Wed) PE (Tues/Thurs/Fri) | Centers* | Centers* | Science/ Social Studies |
| 2:00 PM | 2:15 | | | | |
| 2:15 PM | 2:30 | | | | |
| 2:30 PM | 2:45 | Centers* | Music (Mon/Wed) PE (Tues/Thurs/Fri) | | Centers* |
| 2:45 PM | 3:00 | | | Closing Circle | |
| 3:00 PM | 3:15 | | | Dismissal Prep | |
| 3:15 PM | 3:30 | | Centers Cont. | Music (Mon/Wed) PE (Tues/Thurs/Fri) | |
| 3:30 PM | 3:45 | Closing Circle | Closing Circle | | Closing Circle |
| 3:45 PM | 4:00 | Dismissal Prep | Dismissal Prep | | Dismissal Prep |
| 4:00 PM | 4:15 | Dismissal (All Staff) | | | |
| 4:15 PM | 4:30 | Common Planning time/Professional Learning Communities | | | |
| 4:30 PM | 4:45 | | | | |
| 4:45 PM | 5:00 | | | | |
| 5:00 PM | 5:15 | | | | |

*Centers, in which students cluster together into smaller groups, include Science, Math, Literacy, Social Studies, Art, Language, Family and Consumer Science, Career and Occupational Studies, Technology, Drama.
For a complete copy of the K-4 sample school schedule, please see Exhibit D.

- **Grade 5th – 8th: 7th Grade as an Example**

On a weekly basis, KIPP NYC Washington Heights Academy (I) KIPPsters will receive the following minimum time allotments for the core academic subjects of mathematics, ELA, social studies, and science:

- Math 6.5 hours per week
- Reading/ELA 6.5 hours per week
- Social Studies/History 6.5 hours per week
- Science 6.5 hours per week

The length of the school day will be as follows:

- Monday through Thursday: 7:25 AM to 5:00 PM (9.41 hours a day)
- Fridays: 7:25 AM to 3:00 PM (7.5 hours)
- Two Saturdays a month: 9:00 AM to 1:00 PM (4 hours)
- Summer School: 8:00 AM to 2:00 PM (6 hours a day for 3 weeks)

The following is a sample daily schedule for 7th graders:

| 7th Grade Daily Schedule<br>Monday-Thursday | | | | |
|---|---|---|---|---|
| **Start Time** | **End Time** | **Classroom A** | **Classroom B** | **Classroom C** |
| 7:35 AM | 8:00 | Thinking Skills | Thinking Skills | Thinking Skills |
| 8:00 AM | 9:00 | Writing | Math | Science |
| 9:02 AM | 10:02 | Reading | Science | History |
| 10:05 AM | 10:50 | Band Sectional (Rhythm) / Advisory (Winds and Brass) | | |
| 10:55 AM | 11:10 | Snack | | |
| 11:10 AM | 12:10 | Science | Reading | Writing |
| 12:12PM | 1:12 | History | Writing | Math |
| 1:15 PM | 1:55 | Lunch | | |
| 2:00 PM | 3:00 | Math | History | Reading |
| 3:00 PM | 3:55 | Band Sectional (Winds and Brass) / Electives (Rhythm) | | |
| 4:00 PM | 5:00 | Band Sectional (Rhythm) / Study Hall with Winds and Brass | | |

Note: The subject of Health is included in PE or Science.
The subjects of Family and Consumer Sciences, Language and Career Development and Occupational Studies are included within Non-Fiction Studies or History.
The subject of Technology is included in ELA, Science and Non-Fiction Studies.

- **Grade 9th – 12th: 9th Grade as an Example**

On a weekly basis, KIPP NYC Washington Heights Academy (I) KIPPsters will continue to receive the following minimum time allotments for the core academic subjects of mathematics, ELA, social studies, and science:

- Math 4.5 hours per week
- Reading/ELA 4.5 hours per week
- Heath/Speech and Comp 4.5 hours per week
- Science 5.24 hours per week
- Social Studies/History 4:30 hours per week
- Language/Spanish 4:30 hours per week
- Physical Education 3:36 hours per week

The length of the school day will be as follows:

- Monday through Thursday: 7:22 AM to 5:30 PM (10.2 hours a day)
- Fridays: 7:22 AM to 3:00 PM (7.63 hours)
- Two Saturdays a month: 9:00 AM to 1:00 PM (4 hours)
- Summer School: 8:00 AM to 2:00 PM (6 hours a day for 3 weeks)

The following is a sample daily and weekly schedule for 9th graders:

| 9th Grade Daily Schedule<br>Monday-Friday | | | | | | |
|---|---|---|---|---|---|---|
| **Start Time** | **End Time** | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** |
| **7:00 AM** | **7:52** | Breakfast | Breakfast | Breakfast | Breakfast | Breakfast |
| **7:22 AM** | **7:52** | Tutoring | Tutoring | Tutoring | Tutoring | Tutoring |
| **7:55 AM** | **8:49** | A: Integrated Algebra (Regents) | A: Integrated Algebra (Regents) | A: Integrated Algebra (Regents) | A: Integrated Algebra (Regents) | A: Integrated Algebra (Regents) |
| **8:52 AM** | **9:46** | B: English I | B: English I | B: English I | B: English I | B: English I |
| **9:49 AM** | **10:43** | C: Spanish I | C: Spanish I | C: Spanish I | C: Spanish I | C: Spanish I |
| **10:46 AM** | **11:40** | D: Health (1st sem.)<br>D: Speech and Comp (2nd sem.) | D: Health (1st sem.)<br>D: Speech and Comp (2nd sem.) | D: Health (1st sem.)<br>D: Speech and Comp (2nd sem.) | D: Health (1st sem.)<br>D: Speech and Comp (2nd sem.) | D: Health (1st sem.)<br>D: Speech and Comp (2nd sem.) |
| **11:43 AM** | **12:37** | Lunch 1 /Advisory | Lunch 1 /Study Time | Lunch 1 /Advisory | Lunch 1 /Study Time | Lunch 1 /Advisory |
| **12:40 PM** | **1:34** | E: Global History and Geography I | E: Global History and Geography I | E: Global History and Geography I | E: Global History and Geography I | E: Global History and Geography I |
| **1:37 PM** | **2:31** | F: Living Environment (Regents) | F: Living Environment (Regents) | F: Living Environment (Regents) | F: Living Environment (Regents) | F: Living Environment with Lab |

Attachment #3: KIPP NYC Washington Heights Academy (II) - Sample Daily Schedules

| | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | (Regents) |
| **2:34 PM** | **3:28** | G: Physical Education | G: Study Hall | G: Physical Education | G: Physical Education | F: Living Environment with Lab (Regents) |
| **3:35 PM** | **4:30** | KIPP Block: Student Activities | KIPP Block: Student Activities | KIPP Block: Student Activities | KIPP Block: Student Activities | KIPP Block: Student Activities |
| **4:30 PM** | **5:00** | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall |
| **5:00 PM** | **5:30** | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall |
| **Or** | | | | | | |
| **3:35 PM** | **5:00** | KIPP Block: Sports/ Internships/ College | KIPP Block: Sports/ Internships/ College | KIPP Block: Sports/ Internships/ College | KIPP Block: Sports/ Internships/ College | KIPP Block: Sports/ Internships/ College |
| **5:00 PM** | **5:30** | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall | Optional Study Hall |

Notes: The subjects of Career Development and Occupational Studies are included in Speech/Comp.
The subject of Family and Consumer Sciences is included in History.
The subject of Technology is included in English, History, Speech and Comp and Science.
The subject of Arts is included in KIPP Block.

Attachment #4: KIPP NYC Washington Heights Academy (II)
Proposed Annual Calendar for First Year of Operation

| | |
|---|---|
| August 2012: | 8th - PD for Elementary Staff<br>20th – Elementary Summer Session Begins |
| Sept. 2012: | 3rd – 7th – Staff Training<br>3rd – Regular School Session begins<br>21st – School closed (KIPP NYC PD Day)<br>8th, 22nd – Saturday Classes<br>26th – School is closed (Yom Kippur) |
| October 2012: | 8th – School is closed (Columbus Day)<br>6th, 20th – Saturday Classes |
| November 2012: | 9th – School Closed (KIPP NYC PD Day)<br>17th – Saturday Classes<br>21st – KIPP NYC ½ day PD day<br>19th – 23rd – School is closed (Thanksgiving Break) |
| December 2012: | (December) 24th – (January) 2nd – No School (Winter Break)<br>15th – Saturday Classes |
| January 2013: | 3rd – School back in session<br>21st – No School (Martin Luther King Jr. Holiday)<br>23rd – KIPP NYC ½ day PD day<br>12th, 26th – Saturday classes |
| February 2013: | 6th – KIPP NYC ½ day PD day<br>18th – No School (Presidents Day)<br>9th, 23rd – Saturday Classes |
| March 2013: | 22nd – School Closed (KIPP NYC PD Day) |
| April 2013: | 1st – 5th School Break<br>12th – School Closed (KIPP NYC PD Day)<br>24th – KIPP NYC ½ day PD day<br>20th – Saturday Class |
| May 2013: | 27th – No School (Memorial Day)<br>4th, 18th – Saturday Classes |
| June 2013: | 21st – Last day of classes (Middle School)<br>26th – Last day of classes (High School) |

# SECOND AMENDED AND RESTATED BY-LAWS OF KIPP NYC WASHINGTON HEIGHTS

WHEREAS, the Board (as defined below) (i) previously adopted by-laws of the Corporation (as defined below) on May 24, 2011, as amended by the Amended and Restated By-Laws (the "By-Laws") of the Corporation, approved _____; and (ii) wishes to amend and restate the By-Laws of the Corporation in their entirety;

NOW, THEREFORE, the By-Laws of the Corporation are hereby amended and restated in their entirety as follows:

## ARTICLE I
## NAME

This corporation is and shall be known as KIPP NYC Washington Heights (the "Corporation").

## ARTICLE II
## NO MEMBERS

Section 2.1. Membership. The Corporation shall have no members. The rights which would otherwise vest in the members shall vest in the Trustees of the Corporation (the "Trustees"). Actions which would otherwise require approval by a majority of all members or approval by the members shall require only approval of a majority of all Trustees or approval by the Board of Trustees (the "Board").

Section 2.2. Dissolution of the Corporation. Upon dissolution of the Corporation, the Board of Trustees of the Corporation, shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of the remaining assets of the Corporation to the Board of Education of the City School District of the City of New York for a public purpose.

## ARTICLE III
## CHARTER

The KIPP NYC Washington Heights Provisional Charter, _____ (as the same may from time to time be amended, the "Charter"), is hereby incorporated by reference into these By-Laws, and the powers of the Corporation and of its Trustees and Officers, and all matters concerning the conduct and regulation of the affairs of the Corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Charter. In the event of any inconsistency between the Charter and these By-Laws, the Charter shall control.

## ARTICLE IV
## BOARD OF TRUSTEES

Section 4.1. Powers. The business, affairs and property of the Corporation shall be managed or under the direction of the Board, and all corporate powers shall be vested in and exercised by the Board, except as otherwise provided by law (including, but not limited to, New York State Education Law (the "Education Law") and New York State Not-for-Profit Corporation Law (the "Not-for-Profit Corporation Law")), the Certificate of Incorporation of the Corporation, _____ (as amended, modified or supplemented from time to time, the "Certificate of Incorporation") and these By-Laws. Without limiting such powers, the Board's powers shall include:

a. appointing a chief executive officer (the "Superintendent") for the Corporation and determining his/her compensation;

b. approving the employment of all Corporation personnel (instructional as well as non-instructional), although the Board need not approve every decision by the Superintendent to hire or fire for such decision to take effect;

c. ensuring that the Corporation adheres to the goals outlined in the Charter;

d. holding the Corporation's Superintendent accountable for the academic and fiscal management of the Corporation;

e. determining the schedule of meetings for the Board;

f. providing support to the Corporation for fund-raising, marketing and other services as such needs arise; and

g. approving or entering into any contract, agreement or other undertaking or obligating or committing the Corporation to incur any expenditure involving more than $50,000 in the aggregate, provided that, solely in the case of any off-site staff development conferences or retreats, such approval is required for payment of more than $25,000 in the aggregate.

Section 4.2. Number. The number of Trustees constituting the entire Board shall be at least five, but no more than 25, and shall be determined from time to time by a majority of the Trustees then in office. No more than 40% of the persons serving as Trustees at any one time may be Officers, Directors, or employees of a single organization.

Section 4.3. Election and Term of Office. The initial Trustees shall be the persons named in the Certificate of Incorporation, who shall serve until the first annual meeting of the Board. Thereafter, Trustees shall be elected by a two-thirds vote of the Trustees then in office. Each Trustee shall hold office for a term of two years and each shall continue in office for such term and until such Trustee's successor shall have been elected and qualified, or until such Trustee's death, resignation or removal. Trustees may be elected to serve multiple two-year terms in succession.

Section 4.4. Removal. Any or all of the Trustees may be removed at any time by vote of a majority of the entire board on examination and due proof of the truth of a written complaint by any trustee, of misconduct, incapacity or neglect of duty; provided, that at least one week's previous notice of the proposed action shall have been given to the accused and to each trustee.

Section 4.5. Resignations. Any Trustee may resign from office at any time by delivering written notice of his or her resignation in writing to the Chairman, the Superintendent or the Secretary of the Corporation (as each is further defined in Article VIII hereof). Such resignation shall become effective upon receipt thereof. The acceptance of such resignation by the Board, unless required by the terms thereof, shall not be necessary to make such resignation effective.

Section 4.6. Newly Created Trusteeships and Vacancies. Any newly created Trusteeships and any vacancies among the Trustees, arising at any time and from any cause, may be filled by a majority vote of the Trustees regardless of the number of such Trustees. Trustees so elected shall serve until the next annual meeting of Trustees, at which time either (i) such Trustee's successor may be elected and qualified, or (ii) such Trustee may be elected to serve a two-year term.

Section 4.7. Expenses. Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting Corporation business.

## ARTICLE V
## MEETINGS OF THE BOARD

Section 5.1. Annual Meetings. The annual meeting of the Board (an "Annual Meeting") shall be held each year at such date, time and place as fixed from time to time by the Board, for the purpose of electing Officers and Trustees, making and receiving reports on corporate affairs, and for transacting such other business as may properly come before the meeting.

Section 5.2. Other Regular Meetings.

a. Other regular meetings of the Board may be held at any place, within or without the State of New York, as the Board may from time to time fix, or as shall be specified in the notice or waivers of notice thereof (each, a "Regular Meeting").

b. At each Regular and Annual Meeting of the Board, the Superintendent or his or her designee shall provide a detailed report to the Board updating the Trustees on all issues relating to the Corporation in terms of instructional programs, student concerns (if any), parent- and community-related issues (if any), as well as the financial health of the Corporation. Following each such presentation, other members of the community may present issues for the Board to review, provided such community members follow the procedure set forth in Section 7.4 hereof.

Section 5.3. Special Meetings. Special meetings of the Board (each, a "Special Meeting") may be called at any time by the Chairman, the Superintendent or the Secretary upon written request of one-third of all voting Trustees.

Section 5.4. Notice of Meetings. Notice of the time and place of each meeting of the Board shall be given to Board members as follows:

a. Notice of Annual and Regular meetings, together with, to the extent possible, a written agenda stating all matters upon which action is proposed to be taken and copies of all documents on which action is proposed to be taken, shall be provided to each Trustee as follows: (a) if by mail, then mailed at least three days before the day on which the meeting is to be held, postage prepaid, addressed to such Trustee at such Trustee's residence or usual place of business (or at such other address as such Trustee may have designated in a written request filed with the Secretary), or (b) if by telephone, facsimile or e-mail, at least two days before the day on which the meeting is to be held. Annual and Regular meetings of the Board may be held without notice if the By-laws or the Board fix the time and place of such meetings.

b. Notice of Special Meetings to discuss matters requiring prompt action may be provided to the Trustees with no less than 24 hours' notice by telegram, cablegram or other means of electronic communication or given personally or by telephone.

Section 5.5. Waiver of Notice. Notice of a meeting need not be given to any Trustee who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without

protesting prior thereto or at its commencement, the lack of notice to such Trustee. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

Section 5.6. Presence at Meeting by Other Means. To the extent permitted by law (including, but not limited, to Article 7 of the New York State Public Officers' Law (the "Open Meetings Law")), any one or more members of the Board or any committee thereof may participate in any meeting of the Board or of such committee by means of video-conference allowing all persons participating in or attending such meeting to see and hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 5.7. Public Nature of Meetings.

a. Notice of Meetings. The Board shall provide public notice of meetings pursuant to the Open Meetings Law. Regardless of the type of meeting to be held, such notice will include the time and place of the meeting.

b. Executive Sessions. Other than as described herein, Board meetings shall be open to the public (any such meeting, an "Open Meeting"). Notwithstanding the foregoing, the Board may close certain portions of meetings to the public (any such portion of a meeting, an "Executive Session") to discuss any of the following (provided that no action by formal vote shall be taken to appropriate public moneys in any Executive Session):

(1) matters which will imperil the public safety if disclosed;

(2) any matter which may disclose the identity of a law enforcement agent or informer;

(3) information related to a current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;

(4) discussions regarding proposed, pending or current litigation;

(5) collective negotiations pursuant to article fourteen of the New York State civil service law;

(6) the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;

(7) the preparation, grading or administration of examinations; and

(8) the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

c. Exemptions. In addition to the foregoing, the following matters are exempted from the Open Meetings Law and need not be discussed at Open Meetings:

(1) judicial or quasi-judicial proceedings;

(2) deliberations of political committees, conferences and caucuses (as further described in the Open Meetings Law); and

(3) any matter made confidential by federal or state law.

d. Minutes. Minutes shall be taken at all Open Meetings and shall be made available to the public within two weeks of such meeting. In the case of Executive Sessions, minutes will be made available within one week. Notwithstanding the foregoing, in accordance with Article 6 of the New York State Public Officers' Law (the "Freedom of Information Law," and as further described in Section 6.1 hereof, "FOIL"), minutes taken of either Open Meetings or Executive Sessions need not contain any matter that is not required to be public.

## ARTICLE VI
## POLICY REGARDING INFORMATION

Section 6.1. Freedom of Information Law. The Corporation will comply fully with FOIL, and will respond to requests for information made pursuant to FOIL as follows:

a. Within five business days of receipt of a written request, the Corporation will (1) make such information available to the party so requesting, (2) deny such request in writing, or (3) provide a written acknowledgment of receipt of such request that further provides an approximate date for when such request will be granted or denied.

b. If the requesting party is denied access to requested information, such party may appeal such request within 30 days to the Corporation's Superintendent.

c. The Corporation will, within 10 business days of the receipt of any appeal, respond to such appeal in writing (forwarding to the Board a copy of the appeal and the Corporation's response), either (1) setting forth the reasons for the continued denial of such request, or (2) provide access to the record sought.

d. Notwithstanding the foregoing, the Corporation reserves the right to deny access to requested records for the following reasons:

(1) such access would constitute an unwarranted invasion of personal privacy;

(2) such records are compiled for law enforcement purposes;

(3) such records are inter-agency or intra-agency materials, which are not statistical or factual tabulations of data, instructions to staff that affect the public, or a final policy; or

(4) the requested records are otherwise exempt from access pursuant to FOIL.

## ARTICLE VII
## ACTION BY THE BOARD

Section 7.1. Quorum. Unless a greater proportion is required by law, a majority of the Trustees then in office shall constitute a quorum for the transaction of business or of any specified item of business.

Section 7.2. Actions Taken at Board Meetings. Except as otherwise provided by law or by these By-laws, the vote of a majority of the Trustees present at the time of the vote, if a quorum is present at such time, shall be the act of the Board. A majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 7.3. Actions Taken by the Board Without a Meeting. Except as at the time otherwise required or permitted by law, any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or committee consent in writing to the adoption of a resolution authorizing such action. Such resolution and the written consents thereto shall be filed with the minutes of the proceedings of the Board or such committee. Action by the Board without a meeting shall occur only as permitted by the Public Officers' Law.

Section 7.4. Public Concerns.

a. Issues Brought Before the Board. Pursuant to Article 56 of the Education Law (the "Charter Schools Act"), any party may bring complaints or concerns before the Board for alleged violations of the law or the Charter, or with respect to the management and operation of the Corporation. Such complaints or concerns shall be submitted to the Superintendent at least one week prior to the Board meeting at which such party wishes to have such complaint or concern heard. Complaints or concerns received by the Board less than one week prior to the next Board meeting shall be heard at the next subsequent meeting. Notwithstanding the foregoing, emergency issues will be heard on an as-needed basis.

b. Subsequent Action. Notwithstanding the foregoing, pursuant to the Charter Schools Act, if, after presentation of a complaint or concern is made to the Board, the party making such complaint or concern determines that the Board has not adequately addressed such complaint or concern, such party may present the complaint or concern to the Office of the Chancellor of New York City Schools (the "Chancellor"). If, after presentation of a complaint or concern is made to the Chancellor, such party determines that the Chancellor has not adequately addressed the complaint or concern, such party may present the complaint to the Board of Regents of the State of New York (the "Board of Regents"), which shall investigate and respond to such complaint or concern. Each of the Chancellor and the Board of Regents shall have the power and the duty to issue appropriate remedial orders to the Corporation to the extent the Corporation is under each entity's jurisdiction in order to effectuate the provisions of this Section 7.4.

## ARTICLE VIII
## OFFICERS, EMPLOYEES, AGENTS

Section 8.1. Number and Qualifications. The officers of the Corporation shall be a Chairman, a Superintendent, a Principal, a Secretary, a Treasurer and such other officers, if any, including Assistant Secretaries or Assistant Treasurers, as the Board may from time to time appoint. The Chairman shall be chosen from among the Trustees. The other officers of the Corporation may, but need not, be Trustees.

One person may hold two or more offices, except that neither the Secretary nor the Treasurer may concurrently serve as the Chairman or the Superintendent. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 8.2. Election and Term of Office. The officers of the Corporation shall be elected by the Board at the Annual Meeting of the Board and shall serve at the pleasure of the Board, or until such officer's successor is elected and shall have qualified, or until such officer's earlier death, resignation or removal; provided that officers appointed to fill vacancies shall be elected as described in these By-laws.

Section 8.3. Resignation and Removal. Any officer may resign by giving written notice of his or her resignation to the Chairman or the Superintendent, the resignation taking effect upon receipt of the notice or at a later date specified in such notice. The Board may remove any officer, either with or without cause, at any time, by a majority vote of the entire Board. Such removal shall not prejudice the officer's rights, if any, under an employment contract.

Section 8.4. Vacancies; New Offices. In case of any vacancy in any office, or the creation of a new office, a successor to fill the unexpired portion of the term may be elected by a majority vote of the Board.

Section 8.5. Powers and Duties.

a. Chairman. The Chairman shall preside at all meetings of the Board. The Chairman shall have other powers and perform such other duties as shall from time to time be prescribed by:

(1) the Board;

(2) these By-Laws;

(3) the Charter;

(4) the Certificate of Incorporation; or

(5) applicable law

b. Superintendent. The Superintendent shall perform all duties and exercise all powers usually pertaining to the office of a chief executive officer of a corporation. The Superintendent shall have general and active management of the business of the Corporation. In the absence of the Chairman, the duties of the Chairman shall be performed and his or her powers may be exercised by the Superintendent. The Superintendent shall have the authority to cause the employment or appointment of such employees and agents of the Corporation as the conduct of the business of the Corporation may require, to fix their compensation, and to remove or suspend any employee or agent of the Corporation, provided that any bonus payments to such employees or agents not exceeding five percent (5%) of the regular yearly salary shall be determined by the Principal/Executive Director at his or her sole discretion. Notwithstanding any of the foregoing provisions, the Superintendent shall have other powers and perform such other duties as shall from time to time be prescribed by:

(1) the Board;

(2) these By-Laws;

(3) the Charter;

(4) the Certificate of Incorporation; or

(5) applicable law.

c. Principal. The Principal shall, in the absence or disability of the Superintendent, perform the duties and exercise the powers of the Superintendent. The Principal may have such powers and perform other duties as may be delegated thereto by the Superintendent or prescribed thereto by the Board.

d. Secretary. The Secretary shall (a) keep or cause to be kept an accurate record of all the minutes of all meetings of the Board and any committees thereof for which a secretary shall not have been appointed by the Board in books to be kept for such purpose; (b) keep or cause to be kept a copy of the Charter and By-laws; (c) be responsible for the giving and serving of all notices of the Corporation; (d) act as custodian of the Corporation's records (other than financial); (e) perform all the duties customarily incident to the office of the Secretary, subject to the control of the Board; and (f) perform such other duties as shall from time to time be assigned by the Board. In the event of absence or disability of the Secretary, the Board may appoint an Assistant Secretary to perform the duties of the Secretary during such absence or disability.

e. Treasurer. The Treasurer shall (a) keep or cause to be kept complete and accurate accounts of properties, receipts and disbursements of the Corporation; (b) deposit or cause to be deposited all moneys and other valuable effects of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board may designate; (c) keep or cause to be kept proper books of accounts and other books showing at all times the amount of the funds and other property of the Corporation, all of which books and accounts shall, at all reasonable times, be available for inspection by any officer of the Corporation or Trustee; (d) at each Annual Meeting of the Board and whenever else required by the Board, render or cause to be rendered a statement of the Corporation's financial transactions, accounts and financial condition; (e) prepare or cause to be prepared any reports on financial issues required by an agreement on loans; and (f) perform all duties incident to the position of Treasurer subject to the control of the Board. In the event of absence or disability of the Treasurer, the Board may appoint an Assistant Treasurer to perform the duties of the Treasurer during such absence or disability. If required by the Board, the Treasurer shall give such security for the faithful performance of his or her duties as the Board may require.

## ARTICLE IX
## COMMITTEES

Section 9.1. Committees. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Trustees an executive committee and other standing committees (other than the Hiring Committee) for any purpose. Notwithstanding the provisions of Section 8.6 hereof, the Chairman shall appoint the chairperson of each committee. Each committee so appointed shall consist of three or more Trustees, who shall serve at the pleasure of the Board. Per State Law, an Executive Committee shall consist of five or more Trustees. The Board may appoint persons who are not Trustees of the Corporation to be non-voting members of a committee; such persons shall serve at the pleasure of the Board.

Section 9.2. Authority of Board Committees. To the extent provided in the resolution establishing each committee, such committee shall have all the authority of the Board except as to the following matters:

a. The election of Trustees;

b. filling vacancies of the Board or of any committee which has the authority of the Board;

c. the fixing of Trustee compensation, if any, for serving on any committee of the Board;

d. the amendment or repeal of any resolution of the Board that by its terms shall not be so amendable or repealable or of the By-laws, or the adoption of new By-laws; and

e. the appointment of other committees of the Board, or the members of such committees.

Special committees may be appointed by the Chairman or the Superintendent with the consent of the Board and shall have only the powers specifically delegated to them by the Board, provided that no such committee shall have powers which are not authorized for any standing committee.

Section 9.3. Procedures of Committees. The Board may prescribe the manner in which proceedings of any Board committee are to be conducted. In the absence of such prescription, a Board committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of such committee are governed by the provisions of these By-laws with respect to the calling of meetings.

Section 9.4. Committee Quorum. At any meeting of any standing committee, the presence of a majority of its members then in office shall constitute a quorum for the transaction of business.

Section 9.5. Term; Replacement of Committee Members. Each committee and each member of each committee shall serve at the pleasure of the Board of Trustees. The Board may designate one or more Trustees as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

## ARTICLE X
## CONTRACTS, CHECKS, BANK ACCOUNTS, EXPENSES AND INVESTMENTS

Section 10.1. Checks, Notes and Contracts. The Board is authorized to select such depositories as it shall deem proper for the funds of the Corporation and shall appoint and authorize the Chairman or the Superintendent on the Corporation's behalf to sign bills, notes, receipts, acceptances, endorsements, checks, releases, contracts and documents, provided that such authority may be delegated to the Principal/Executive Director if the related amount thereto is equal to or less than $100,000 in the aggregate. Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation may be signed by the Chairman or the Superintendent or the Treasurer; such authority may also be delegated to the Principal/Executive Director if the related amount thereto is equal to or less than $100,000 in the aggregate.

Section 10.2. Expenses. Notwithstanding any other provision of these By-Laws, any contract that involves payment by the Corporation of more than $100,000 in the aggregate shall be approved in writing in advance by the Chairman or the Superintendent, provided that, solely in the case of any off-site staff development conferences or retreats, such approval is required for payment of more than $25,000 in the aggregate.

Section 10.3. Investments. The funds of the Corporation may be retained in whole or in part in cash or may be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board may deem desirable.

## ARTICLE XI
## OFFICE AND BOOKS

Section 11.1. Office. The Corporation's principal office shall be at the following address: KIPP NYC Washington Heights, (625 W 133rd Street, Room 345, New York, NY 10027) or at such other place as the Board may select by resolution or amendment of these By-laws. The Secretary shall note any change in office on the copy of the By-laws maintained by the Secretary.

Section 11.2. Books. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation, including a minute book, which shall contain a copy of the Charter, a copy of the Certificate of Incorporation, a copy of these By-Laws, and all minutes of meetings of the Board and any committees thereof.

## ARTICLE XII
## FISCAL YEAR

The fiscal year of the Corporation shall begin on July 1 of each year.

## ARTICLE XIII
## NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the Corporation's debts, liabilities or other obligations.

## ARTICLE XIV
## INDEMNIFICATION

The Corporation may, to the fullest extent now or hereafter permitted by law, indemnify and hold harmless any person made, or threatened to be made, a party or witness to any action, investigation or proceeding (other than an action by or in the right of the Corporation), whether civil, administrative or criminal (any such action, investigation or proceeding, a "Proceeding"), by reason of the fact that he or she, his or her testator or intestate is or was a Trustee, officer, employee or agent of the Corporation, or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines, amounts paid in settlement actually and reasonably incurred or suffered by such person in connection therewith, except to the extent specifically prohibited by law.

The Corporation may advance to such person all reasonable costs and expenses incurred in connection with a Proceeding within 30 days after receipt by the Corporation of a written request for such advance as well as documentation of such costs. Such request shall include (i) a written statement, executed personally, of such person's belief that he or she (or his or her testator or intestate, as the case

may be) acted in good faith and in a manner such person (or his or her testator or intestate, as the case may be) reasonably believed to be in or not opposed to the best interests of the Corporation (and, with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful), and (ii) a written undertaking by such person to repay the amount of such advance if it shall ultimately be determined that he or she (or his or her testator or intestate, as the case may be) did not meet such standard of conduct. The Corporation may make provision with respect to such indemnification or advance by resolution of the Board.

## ARTICLE XV
## MANAGEMENT CONTRACTS

The Corporation shall not enter into any contract for school management or operational services without first submitting such contract to the New York State Education Department for review. Any such contract executed by the Corporation shall provide for termination by the Corporation for any reason.

## ARTICLE XVI

## AMENDMENTS

These By-Laws may be amended at any meeting of the Board by a vote of the majority of the entire Board, provided that notice of the proposed amendment has been included in the notice of the meeting.

## ARTICLE XVII
## CODE OF ETHICS

Section 17.1. Code of Ethics. All Trustees, officers and employees of the Corporation must:

a. disclose any and all affiliations with organizations doing business with the Corporation;

b. refrain from voting on matters in which such individual has or may have a personal stake;

c. commit to participate for the duration of his or her term of employment or appointment, as may be stipulated by contract or by these By-laws;

d. disclose any previous arrests, and in the event of a conviction of a crime, resign immediately; and

e. maintain and follow all applicable rules governing the Corporation's interaction with teachers, students and families as set forth in the Charters.

## ARTICLE XVIII
## CONFLICTS OF INTEREST

Section 18.1. Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Trustee of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 18.2. Definitions.

a. Interested Person. Any Trustee, officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --

(1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 18.3. Procedures.

a. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial, organizational or personal interest and all material facts relating thereto to the Board and members of committees with Board-delegated powers considering the proposed transaction or arrangement.

b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board or committee meeting while the financial interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(2) The Superintendent or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

d. Violations of the Conflicts of Interest Policy.

(1) If the Board or a committee has reasonable cause to believe that any Trustee, officer or member of a committee with Board-delegated powers has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

(2) If, after hearing such explanation and making such further investigation as may be warranted in the circumstances, the Board or committee determines that such person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 18.4. Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain:

a. Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

b. Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

c. Compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 18.5. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

# KIPP NYC Washington Heights Charter Schools Proposed Code of Ethics

## CODE OF ETHICS

Section 1.1. Code of Ethics. All Trustees, officers and employees of the Corporation must:

a. disclose any and all affiliations with organizations doing business with the Corporation;

b. refrain from voting on matters in which such individual has or may have a personal stake;

c. commit to participate for the duration of his or her term of employment or appointment, as may be stipulated by contract or by these By-laws;

d. disclose any previous arrests, and in the event of a conviction of a crime, resign immediately; and

e. maintain and follow all applicable rules set for the Corporation's teachers, students and families as set forth in the Charter.

## CONFLICTS OF INTEREST

Section 1.2. Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Trustee of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

Section 1.3. Definitions.

a. Interested Person. Any Trustee, officer, or member of a committee with Board-delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

b. Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family --

(1) an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

(2) a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(3) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Section 1.4. Procedures.

a. Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial, organizational or personal interest and all material facts relating thereto to the Board and members of committees with Board-delegated powers considering the proposed transaction or arrangement.

b. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts relating thereto, and after any discussion thereof, the interested person shall leave the Board or committee meeting while the financial interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

c. Procedures for Addressing the Conflict of Interest.

(1) An interested person may make a presentation at the Board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

(2) The Superintendent or chairman of the committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the Board or committee shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Trustees whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its

decision as to whether to enter into the transaction or arrangement in conformity with such determination.

d. Violations of the Conflicts of Interest Policy.

(1) If the Board or a committee has reasonable cause to believe that any Trustee, officer or member of a committee with Board-delegated powers has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

(2) If, after hearing such explanation and making such further investigation as may be warranted in the circumstances, the Board or committee determines that such person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Section 1.5. Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain:

a. Names of Persons with Financial Interest. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

b. Names of Persons Present. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

c. Compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

Section 1.6. Periodic Reviews. To ensure that the Corporation operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, the Corporation may conduct periodic reviews.

# CAROLYN (CARRIE) MAUER

New York, New York 10011

## EDUCATION

***Princeton University, Woodrow Wilson School of Public and International Affairs*** ***Aug. '06- Jun '08***

- Master in Public Affairs & Master in Urban and Regional Planning (M.P.A/ U.R.P)

***Brown University*** ***Sept. '97- May '01***

- B.A. Political Science, with Honors

***Bank Street College of Education*** ***Jan. '00- May '00***

- Intensive five month student teaching program at the Renaissance School in Queens, NY and Bank Street College

## CHARTER SCHOOL & DISTRICT EXPERIENCE

***KIPP NYC***

**Managing Director of Data and Special Projects** **Dec '10- Present**
**Director of School Operations** **July '08- Dec '10**

*Joined KIPP NYC in the summer of 2008 as a member of the KIPP NYC Shared Services Team. Began at KIPP NYC as Director of School Operations, responsible for providing support and training to all Directors of Operations and Office Managers. Promoted to new role in December 2010 to oversee data and special projects.*

- Facilitated KIPP Academy, KIPP Infinity and KIPP AMP's five-year charter renewal process in 2010.
- Oversaw expansion and new school start-up for KIPP NYC College Prep High School, KIPP Infinity Elementary School and KIPP Academy Elementary School. Currently responsible for handling facilities issues across network.
- Responsible for developing resources and monthly training sessions for school-based operations staff, including the creation of an operations guidebook for new schools and staff.
- Oversaw school admission lotteries for the 2009 and 2010 school years across KIPP NYC network.

***Providence Public Schools***

**Facilitator of Planning & Professional Development** ***April '05- July '06***
**Program Development Officer** ***Oct. '03- April '05***

*Reported to the Deputy Superintendent, responsible for the development of District's Consolidated Resource Plan (CRP), detailing how $40 million in federal and state funding would be spent annually. Managed newly developed professional development initiative for 2,000 teachers.*

- Initiated collaborative efforts with administrators, parents and students resulting in the development and joint ownership of Providence's 2004-05 and 2005-06 CRP. For the first time in recent history, Providence's CRP was approved in a timely fashion ensuring funds were available for the start of school.
- Planned the development of new programs within the CRP including the District's new professional development initiative and READ 180 for struggling readers. Forged consensus among administrators, teachers and parents around goals, budget allocations and overall funding priorities.

# CAROLYN (CARRIE) MAUER

- Worked with teachers, principals, administrators and the Providence Teachers' Union to evaluate 2005-06 offerings and to map out workshop logistics for the 2006-07 school year.
- Supervised and collaborated with the "My Learning Plan" System Manager and Development Officer to ensure proper management of professional development activities for teachers. Oversaw district grant-writing efforts to ensure alignment with CRP and the professional development initiative.
- Served as District Liaison to the Rhode Island Department of Education to ensure program compliance with the No Child Left Behind Act and strategic use of federal and state funds.

***Providence Public Schools***

**Acting Development Facilitator** ***Oct. '02- Oct. '03***
**Assistant to Development Facilitator** ***Sept. '01- Oct. '02***

*Joined Providence School Department as the Assistant to the Development Facilitator responsible for fundraising efforts of the Providence School Department and its 50 schools. Promoted to head the efforts in October 2002.*

- Secured $13 million in grant funding from state, federal and private foundations, including a $4 million Reading First grant designed to improve reading skills in grades K-3.
- Provided on-going technical assistance and grant writing workshops for school improvement teams and teachers.

## FOUNDATION & OTHER WORK EXPERIENCE

***Bill & Melinda Gates Foundation, Washington, D.C.***

**Graduate Intern, National/Federal Advocacy Education Team** ***June '07- Aug. '07***

- Provided proposal and budget feedback to prospective grantees to ensure applications met funding criteria.
- Drafted Proposal Analysis and Recommendation (PAR) documents to help ensure strategic allocation of funds.
- Revamped Team's grants management database to ensure greater efficiency and ease of use.

***Volunteers in Providence Schools (VIPS)*** ***Sept. '97- May '06***

**Site Supervisor, Tutor and Board Member**

- Board Member since 2002; assisted with fundraising and event planning in order to increase the number of students who received tutoring services annually.
- Oversaw implementation of a Homework Help Clinic for Providence Public School students.

***Cincinnati Summerbridge*** ***Summers of '96, '97, '98***

**Dean of Students & Teacher**

- Counseled at-risk 6th and 7th graders as part of summer program; mediated all major discipline problems.
- Taught Math, Spanish and Conflict Resolution classes to at-risk 7th graders for two summers.

## SKILLS & ACCOMPLISHMENTS

***Woodrow Wilson School/ Princeton University***

- **Woodrow Wilson Action Committee,** *Co-Chair* ***Sept. '07 to Jan. '08***
- **Graduate Student Mentoring Program,** *Mentor* ***Sept. '07 to June '08***

***Brown University***

- **Undergraduate Teacher Research Assistantships (UTRA)**, *Grant Recipient* ***Summer '00 & Fall '01***
- **AmeriCorp Year Round Teacher Educational Award**, *Grant Recipient* ***May '97- June '98***

***LANGUAGES:*** Conversational in Spanish
***COMPUTER SKILLS:*** Proficient in Microsoft Office (Excel, Word, Access, PowerPoint), Quark, Publisher

**CHARIZMA T. WILLIAMS**
□□Jersey City, NJ 07306-1424

**EXPERIENCE**
**2008-Present**

**KIPP NYC** **New York, NY**

**Managing Director of Finance & Accounting, 2010-Present**

- Member of senior management team who reports directly to Chief Operating Officer.
- Lead 5 member team responsible for all financial accounting, analysis, reporting and payroll for 6 entities with combined operating budgets of $35M.
- Completed 5 unqualified audits while simultaneously transitioning a new Controller.
- Transitioned payroll to the finance team creating better efficiencies between the accounting and payroll functions.

**Director of Finance, 2009-2**

- Built 10-year financial model to show impact of expanding organization from 1,300 to 5,300 enrolled students.
- Sourced and implemented online budgeting and reporting system projected to reduce length of budgeting process, improve accuracy and generation time of custom financial reports.
- Co-Lead implementation of online purchasing system to provide visibility of pipeline expenses and increase productivity of accounting team by eliminating manual entry of expenses into accounting system.

**Financial Analyst, 2008-2009**

- Revamped budgeting strategy to increase the use of available, real data such as employee healthcare and retirement costs instead of estimates based on prior year budgets.
- Analyzed end-of-year trip budgets for potential cost savings and initiated new planning process, which saved the organization over $200,000 in 2009.
- Generated and distributed monthly and quarterly financial reports to school leaders, New York State, New York City Department of Education and major donors.
- Conducted monthly meetings with school leaders to review year-to-date budget variances.

**2005-2007**

**PLATFORM LEARNING, INC.** **New York, NY**

**Business Analyst - Operations & Administration, 2006-2007**

- Responsible for processing and ensuring integrity of bi-weekly payroll for 400+ employees with accumulated value of over $1.75M.

- Implemented employee on-boarding process for 917 part-time employees, which decreased processing time from 2 weeks to 2 days.
- Created interim payroll process and web application to capture part-time labor hours and aided with its integration into PayChex Payroll System.

**Business Analyst - Operations Support Group, 2005-2006**

- Managed complex financial models, including cash flows and future financial projections to manage Chapter 11 filing.
- Generated reports analyzing student attendance, academic progress and staffing trends for 190 tutoring programs. Reports provided senior management with clear visibility of program and region efficiency and profitability.
- Created and presented trainings on new operational processes to 150 corporate and regional staff members.

**2003-2004** **SESLIA SECURITIES INSTITUTIONAL SALES & TRADING** **Philadelphia, PA**

**Associate Principal**

- Managed trade process, including executing 80% of institutional and 100% of retail equity orders, managing client relationships and reconciling trade discrepancies.
- Represented firm at pension fund board meetings to solicit directed business.

**2002-2003** **GOLDMAN SACHS GROUP** **New York, NY**

**SLK Trader Trainee**

- Supervised AMEX post in replace of an options specialist, priced options, initiated and completed trades and hedged positions with stock.
- Developed extreme accuracy inputting numbers, enabling execution of trades valued in excess of $1M.

**EDUCATION** **UNIVERSITY OF MICHIGAN** **Ann Arbor, MI**

**Stephen M. Ross School of Business**

Bachelor of Business Administration, May 2002

- Emphasis in Finance
- Corporate Relations Chair & Conference Chair, Black Business Students Association President, West Quadrangle Resident's Association representing 1,000 residents.

**ADDITIONAL**

- Computer Skills: Microsoft Office (advanced Excel), FundEZ, Adaptive Planning, ADP Payroll, ExpenseWatch
- Sponsors for Educational Opportunity (SEO) Class of 2001
- Hobbies: guitar, basketball, interior design, sailing

**DAVE LEVIN**

Dave Levin is a native of New York City, where in 1995 he co-founded and currently serves as superintendent of KIPP NYC, the family of all KIPP programming in New York City.

After graduating from Yale University in 1992, Dave joined Teach For America and taught fifth grade in Houston, Texas. In 1994, he co-founded the Knowledge Is Power Program (KIPP) with Mike Feinberg and won the Jefferson Award for outstanding community service for the city of Houston. In the same year, he earned Teacher of the Year honors from his school in Houston and an outstanding teaching award from Teach For America. Passionate about innovative teaching, Dave co-authored KIPP Math, a comprehensive math curriculum for students in grades 5-8 that culminates in students completing a two-year high school Algebra I course by the end of 8$^{th}$ grade. Dave also has a Master's Degree of Education from National Louis University.

In the spring of 2000, Dave and Mike were approached by Doris and Don Fisher, founders of Gap Inc., to replicate KIPP's success nationwide. Together they co-founded the KIPP Foundation which supports the opening, growth, and evaluation of KIPP schools around the country. KIPP has grown from 2 schools serving 400 kids in Houston and New York City to 99 schools serving over 27,000 kids in 20 states and the District of Columbia. 88% of the KIPP alumni have matriculated to four year colleges and universities, and KIPP has quadrupled the college graduation rate for kids from underserved communities.

In 2007, Dave, along with Norman Atkins from Uncommon Schools and Dacia Toll at Achievement First, co-founded UKA (Uncommon Knowledge and Achievement) and launched Teacher U in partnership with Hunter College. Teacher U is a Master's Program designed to prepare teachers with the best of both theory and practice so that their students can develop the transformative academic and character skills needed to succeed in college and life.

In the spring of 1999, KIPP was named one of the twenty-five most effective schools in the nation in low-income communities. Of these twenty-five schools, Dave was selected as one of the seven most effective principals. He is the recipient of the Robin Hood Foundation's John F. Kennedy Jr. Hero Award in Education and an Ashoka Fellowship awarded to leading social entrepreneurs with innovative solutions and the potential to change patterns across society. Dave also served on the New York State Commission for Education Reform. In 2010, Mike and Dave spoke at TED on the topic of how to reform America's public education system. Most recently, Dave and Mike were awarded the Thomas Fordham Foundation Prize for Valor, the National Jefferson Award for Distinguished Public Service by a Private Citizen, the Charles Bronfman Prize, an honorary doctorate degree from Yale University, and the Presidential Citizen's Medal, our nation's second highest presidential award for a private citizen.

Dave speaks regularly to groups from across the country on issues relating to leadership, teaching, coaching, transforming education, character development, motivation, and parenting.

Dave currently serves as the superintendent of KIPP NYC and plays an active role in the leadership of the KIPP Foundation and Teacher U. Dave lives in New York City with his wife Nikki, their sons Max and Zach, and their dog Athena.

# DAVID B. MASSEY

## EXPERIENCE

**Office of the U.S. Attorney for the Southern District of New York** (2004 to date)
Assistant United States Attorney. Prosecuted criminal cases in federal court.

**Davis Polk & Wardwell**, New York, NY (Dec. 1998 - 2004)
Litigation associate. Represented public companies in civil, regulatory, and criminal matters.

**Hon. Pierre N. Leval, U.S. Court of Appeals for the Second Circuit,** New York, NY (1997-98)
Law clerk.

**Department of State, Office of the Legal Adviser,** Washington, DC (Summer 1996)
Legal intern in Near East Affairs section.

## EDUCATION

**Yale Law School, J.D., 1997**
Symposium Editor, *Yale Law Journal*.

**Oxford University, M. Phil., International Relations, 1994**
Marshall Scholar.

**Yale College, B.A., *summa cum laude*, Political Science, 1992**
Hart Lyman Prize for scholarship and character.
Truman Scholar.
Phi Beta Kappa.

## CHARTER SCHOOL BOARDS

Chair, Board of Directors, KIPP Academy Charter School (2003 to date) (Board since 2000).
Chair, Board of Directors, KIPP STAR College Prep Charter School (2005 to date).
Chair, Board of Directors, KIPP Infinity Charter School (2005 to date).
Chair, Board of Directors, KIPP AMP College Prep Charter School (2005 to date).
Secretary, Board of Directors, KIPP New York, Inc. (2005 to date).

# JACK CHOROWSKY
New York, NY

## EXPERIENCE

**Chief Operating Officer** **2009-Present**
**KIPP NYC (NEW YORK, NY)**

Lead Shared Services Team supporting operation of KIPP NYC charter schools and programs. Supervise network strategic planning, finance, operations, development, recruiting, human resources, legal, data and technology functions.

**Principal** **2006-2009**
**LEVIN CAPITAL STRATEGIES (NEW YORK, NY)**

Managed equity investments in media, education and technology sectors for a $4B investment firm.

**President** **2003-2006**
**WONDERLAB MEDIA (NEW YORK, NY)**

Provided strategy consulting to publishing and digital media companies. Led analysis of growth opportunities; developed go-to-market strategies; negotiated strategic partnerships.

**General Manager & Vice President** **2000-2003**
**PEARSON EDUCATION (WHITE PLAINS, NY)**

Founded and led LONGMAN ENGLISH SUCCESS, Pearson's digital learning business in the global English language learning market. Conceived product strategy that combined interactive content and assessment, digital video and traditional print products to deliver award-winning learning experiences.

**Director, Interactive Content & Services, eSCORE** **1999-2000**
**SCORE EDUCATIONAL CENTERS (NY, NY)**

Led online product group for this division of Kaplan that sold tutoring services to parents. Supervised editorial product development, including in-house development and licensing of branded assets.

**Special Assistant to the General Counsel** **1995-1999**
**U.S. STATE DEPARTMENT (WASHINGTON, DC)**

Represented the U.S. government in international negotiations in Europe and the Middle East. Counsel for the U.S. in $300M World Court litigation.

**Counsel** **1993-1995**
**U.S. SENATE JUDICIARY COMMITTEE (WASHINGTON, DC)**

Developed policy in diverse areas including telecommunications, antitrust and health care. Created successful coalitions and advocacy campaigns to drive passage of legislation; worked closely with print and television media.

**Associate Attorney** **1991-1993**

**POWELL, GOLDSTEIN, FRAZER & MURPHY (WASHINGTON, DC)**

Law practice concentrating in litigation and legislative advocacy.

**Law Clerk** **1990-1991**

**JUDGE JOEL FLAUM, U.S. SEVENTH CIRCUIT COURT OF APPEALS (CHICAGO, IL)**

## EDUCATION

**Harvard Law School**, J.D., *magna cum laude*, 1990
Editor, Harvard Law Review

**University of Wisconsin-Madison,** B.A. with Honors, Political Science, 1986
Phi Beta Kappa

## BOARD AFFILIATIONS

Board Member, Scholar Centric
Board Observer, Better Lesson

Attachment 7 – KIPP NYC Washington Heights Academy WHA (II)
Jane Martinez Dowling

*Professional Biography of Jane Martínez Dowling*

Through her work and volunteer activities, Jane Martínez Dowling has been committed to providing educational opportunities to underserved children for over fifteen years. Ms. Dowling is currently the Executive Director of KIPP Through College (KTC), the alumni support program at KIPP NYC, LLC. KIPP Through College supports KIPP alumni's graduation from high school, their matriculation to and graduation from college and their career preparation. Today, KTC serves roughly 800 alumni and by 2015, KTC will be serving 1,400 graduates of KIPP NYC schools.

From 2006 to 2008, she was President of the Academy of Mount Saint Ursula, the oldest continuing Catholic girls' school in New York State. Inaugural president of oldest Catholic girls' high school in New York State. She was the chief executive officer charged with oversight of external relations, increasing enrollment, increasing fundraising revenue, and enhancing facilities; where she secured $200,000 in new foundation support for facility upgrades, capital support and scholarship support. Before accepting the President's position at Mount Saint Ursula, she was a consultant for the Institute for Leadership, Excellence and Academic Development (I-LEAD) and Liberty programs at Bank Street College from 2004 to 2006. Previous to that, she was at the Children's Aid Society at P.S. 8 where she designed and directed Youth Leadership Council and created a Needs Assessment for the organization.

From 1998 through 2002 she was the executive director of Student Sponsor Partners (SSP), a $10 million financial aid and mentoring program that places public school students in parochial high schools with the help of individual sponsors. Under Ms. Dowling's leadership, the SSP had significant organizational growth and went from serving 1,100 to 1,600 students in 21 different high schools in the New York area. Ms. Dowling was responsible for the overall program and fiscal management of the organization. Before joining the SSP, she was the associate director of the School Choice Scholarships Foundation, the development director at La Salle Academy and the regional director of Teach for America-New York. Ms. Dowling began her career as a charter corps member of the Teach for America program, where she taught at Public School 115 in Washington Heights for three years. She has been featured on National Public Radio, the PBS documentary "Who Will Teach for America?" and profiled in the book *Who Will Teach for America? The Crisis in the Classroom.*

Ms. Dowling grew up in the Inwood section of Manhattan. She is the oldest of five children and her parents are from the Dominican Republic. Jane is a graduate of St. Jude School and the Loyola School, where she serves on its alumni board as the Class of 1986 representative. She graduated from Georgetown University in 1990, where she double majored in Government and Psychology. She also holds a Certificate in Non-Profit Management from Harvard Business School's Executive Education program, and attended Columbia University's School of Social Work for a master's degree in Social Work Administration.

Ms. Dowling has held various board positions and has consulted for many educational and community nonprofit organizations in New York. Her areas of expertise include building capacity for long-term sustainability and board governance. She was the founding chair of the Board of Directors of Credit Where Credit Is Due, which established the First Neighborhood Credit Union in Washington Heights, and has served on the boards of KIPP Academy Charter School in the Bronx, and Nativity Mission School on the Lower East Side. She is on the Catholic High School Initiative Advisory Committee of the Altman Foundation in New York, and was also a founding board member of both the Reading Excellence and Discovery Foundation (READ), and the Bronx Preparatory Charter School in New York City. She is a current board member at KIPP Infinity Charter School in Harlem. Jane is also involved with several organizations that serve children with development delays, including autism and sensory integration disorders.

Ms. Dowling is married to John C. Dowling, an investment fund manager for Simpson Capital, located in New York City. They have two sons, Ignacio and Joaquín, and reside in the Riverdale section of the Bronx.

Joseph Negron began his teaching career as a 6th grade math and science teacher at I.S. 164 in Washington Heights, where he served in the Teach For America program. During his first year, Mr. Negron's math and science students obtained the highest student achievement scores in the school. His accomplishments also include securing over $20,000 in classroom grants and being named one of five nationwide finalists for the Sue Lehmann Award for Excellence in Teaching. In addition to teaching, Mr. Negron founded an after-school homework club and participated as an Assistant Coach of the school's basketball team.

After Mr. Negron completed his teaching service with Teach for America on 2004, he was awarded a prestigious Fisher Fellowship sponsored by the KIPP Foundation. The Fisher Fellowship was established by Don and Doris Fisher, of the Gap, Inc., to recruit, train, and support outstanding educators to be Founding Principals of KIPP schools throughout the nation.

Upon the completion of the Fisher Fellowship, Mr. Negron opened KIPP Infinity Charter School in Harlem, NYC in 2005. He has been the principal of KIPP Infinity middle school for five years. During his tenure as principal, the school has outperformed all other middle schools in Harlem, and in 2008, KIPP Infinity was named the highest performing public middle school in the city. Mr. Negron earned his B.A. in Chemistry from Harvard University and an M.A. in Teaching Secondary School Science from Teachers College, Columbia University.

**Kaya Stone** [redacted]
New York, NY 10128

## Education

**Yale School of Management** New Haven, Connecticut
Master of Business Administration (MBA), 2006.

**Harvard University** Cambridge, Massachusetts
Bachelor of Arts in Government, 2000.

## Experience

2006 – **KIPP NYC** New York, NY
*Managing Director, Operations, HR and Technology*
*Associate Resident, Broad Residency in Urban Education*

- Oversee technology, HR, government funding, compliance, purchasing, and operations for network of four public charter schools, serving 2,300 students and an annual budget of over $35 million.
- Hired, trained and manage nine-person operations, HR, and technology teams. Co-hire, train and support school based office/operations team of 14.

2006 – 2008 **Broad Residency in Urban Education**
Associate Resident

- Participant in the Broad Residency in Urban Education, a national and highly selective, two-year management development program that recruits and trains emerging leaders for senior management positions in public education.

Summer 2005 **Oakland Unified School District** Oakland, California
**Education Pioneers** San Francisco, California
*Financial Services Associate/Summer Fellow*

- Selected for education leadership training program with graduate students from top business, law, education, and policy institutions.
- Managed 6-person accounts payable division through department redesign and FY05 closing.

2003 – 2004 **I Have a Dream Foundation** San Francisco, California
*Community Outreach Coordinator/AmeriCorps VISTA*

- Identified, wrote, and received four grants worth $27K, enabling all new programming for fully funded organization. Solicited and received additional $11K in donations.
- Recruited, trained, and managed team of 75 volunteer mentors. Developed new long-term Tutoring Buddy program, matching students based on individual academic needs.

2001 – 2003 **Smarter Living, Inc.** Cambridge, Massachusetts
*Business Development Manager*

- Developed Booking Buddy, an online travel search tool; and TripMania, a travel classified product, increasing revenue 15% per year.
- Negotiated and managed over $500K in sales accounts including Priceline, Budget, and Choice Hotels, maximizing revenues for both employer and clients.

2000 – 2001 **CyberEdit, Inc.** Palm Springs, California
*Vice President, Business Development*

- Created and launched new resume editing product designed to diversify revenue streams.

1998 – 2000 **Let's Go Travel Guides** Cambridge, Massachusetts
*Publishing Director*

- Oversaw $2MM operating budget and directed editorial staff of 300.
- Innovated, developed, and executed 43-university national promotional tour to increase sales to 18-22 population based on customer segmentation.
- Collaborated with PBS Frontline producers on business plan for Internet/television deal.

## Additional Information

- Published, wrote, and edited Hungry? Boston: Where the Real People Eat, a 250-page guide to authentic neighborhood restaurants and Boston food history.

# *Kerry A. Mullins*

*Sunnyside, New York 11104*

## ***Experience***

**KIPP NYC, New York, NY**

**Managing Director of Recruitment,** June 2010 – Present

- Oversee recruitment for KIPP NYC.
- Manage team of four recruitment specialists responsible for all teacher recruitment.
- Develop program strategy, including all policies and procedures related to the KIPP NYC recruitment.
- Coordinate with other KIPP regions to establish best shared practices and procedures.
- Partner with KIPP leadership to determine position criteria and hiring deadlines.
- Assist leadership with marketing and branding of KIPP NYC

**ELR Legal Search, New York, NY**

**Consultant,** September 2009 – June 2010

- Manage law firm client development and relationship management nationally.
- Screen resumes, schedule candidates, interview candidates, make recommendation for additional interviews or hire.
- Working with database developer in creating new recruiting database.
- Maintain recruiting database.
- Currently responsible for establishing all company healthcare benefits and setting up payroll system.
- Responsible for reviewing all client fee agreements.
- Responsibilities also include maintaining all company accounts.
- Contribute to company-wide training & development and orientation program for new hires.
- Responsible for organizing sponsorship and participation in NALP (The National Association for Legal Career Professionals.)

**Major, Lindsey & Africa, New York, NY,** April 2006 – July 2009

**Recruiting Services Center, National Manager,** March 2008 – July 2009

**Recruiting Services Center, East Region Manager,** March 2007 – February 2008 (promoted)

**Law Firm Client Relations Manager,** April 2006 – February 2007 (promoted)

*Management responsibilities:*

- Partnered with senior management regarding developing and implementing company policy, programs, procedures & best practices and communicated changes to employees.
- Managed MLA Specialist Program, a lead generation sales development initiative.
- Was responsible for setting out and meeting annual hiring goals, reviewing employee performance and determining appropriate compensation and bonus payments.
- Hired, trained and managed a national team of sales specialists responsible for generating $3.8M in revenue.
- Developed program strategy, including all policies and procedures related to the program.
- Provided general guidance to team with regard to all internal management issues and conflict resolution.
- Analyzed and reported monthly, to COO, all productivity related to the program.
- Program revenue increased from $2.8M to $3.8M in 1 year.

*Client development responsibilities:*

- Managed law firm client development and relationship management team globally.
- Targeted new business and expanded existing law firm relationships with top 200 Am Law firms and additional 150+ regional and boutique firm clients.
- Met with law firm clients to develop new strategies of working with Major, Lindsey & Africa (MLA) to successfully complete job orders.
- Assisted in negotiating fee agreements between company and clients.
- Wrote and maintained job posting information for company website.

*Training & development:*

- Contributed to company-wide training and development manuals.
- Created team building programs for MLA annual retreats.
- Organized and lead internal panel discussions and training events.
- Developed orientation program for new hires.

*Marketing responsibilities:*

- Assisted in various marketing events for MLA.
- Organized MLA sponsorship and participation in NALP (The National Association for Legal Career Professionals) 2006-2009.
- Assisted in developing new outplacement consultant business case model for MLA.
- Delivered lecture presentations at top 20 law schools.

**Response Companies, New York, NY,** April 2005 – March 2006

**Consultant/Recruiter.** Team leader for legal division.

- Oversaw team of three responsible for recruiting and candidate and client development at all levels; including sourcing, interviewing and counseling candidates.
- Aided employee candidates with all aspects of resume and deal sheet preparation, stages of interviewing, acceptance and resignation.

**Fergus Partnership Consulting, New York, NY,** September 2000 – March 2005

**Research Manager**.

- Responsible for following and reporting industry trends, movement of industry experts and relevant news information to aid in locating qualified candidates for top New York and London clients.
- Managed team responsible for research related to all recruitment assignments. Research included locating qualified candidates and clients, organizing relevant findings for internal and external use, drafting memos and research projects for employer and client review.
- Created, maintained and assisted in evaluating business reports, including continually evaluating current and new sourcing opportunities. Recommended new approaches and procedures to effect continual improvement in efficiency of company.
- Oversaw and managed progress of recruiting assignments.
- Marketed and developed new client relationships. Maintained existing relationships with law firm partners, recruiting coordinators and attorneys, including meeting with clients to develop new strategies for their changing employment needs.

**Department of Housing and Urban Development, Assistant General Counsel's Office, New York, NY,** May 2000 – September 2000

**Legal Intern.**

- Assisted attorneys in various projects involving housing and contract issues. Work included; legal research, drafting memos, brief writing, document review and creating issue outlines, all for senior attorney review. Participated in closings and Housing conferences in New York and New Jersey.

**Cicognani Kalla Architects, New York, NY,** September 1998 – December 1999

**Human Resource Coordinator.**

- HR coordinator for a moderate sized New York architectural firm.
- Responsibilities included; performing benefits administration, managing all aspects of billing and reimbursable expenses of clients, administering company payroll, petty cash and office insurances.
- Administered worker's compensation programs.
- Responsibilities also included maintaining all company accounts, overseeing and approving purchases for clients and company, tracking company inventory and client ordering, coordinating delivery of materials with contractors, subcontractors, and clients.
- Completed transition in office billing program from Mac formatting (excel) to PC QuickBooks program.

***Other Experience***

Danced with prestigious, small modern dance companies in New York City prior to law school.

***Education***

**Fordham University, School of Law**, J.D., May 2002
Bar Admissions: New York, 2003
**Hofstra University**, B.A.
Honors: University Merit Scholar
Performance Scholarship
Dean's List
Student Teaching Assistant
American College Dance Festival
Activities: Grant writing/Research project with Prof. Robin Becker
**Alvin Ailey American Dance Center, NY**

***Personal***

Interests include; travel, dance, music, running, jewelry design and yoga.

**References available upon request**

**Quinton Vance**
**New York, New York 10039**
[redacted]

**Education:**

*1999-2000* St. Peter's College *Jersey City, New Jersey*
M.ED. Education with emphasis in Instructional Supervision

*1993-1997* University of Oregon *Eugene, Oregon*
B.A. Spanish

**Work Experience:**

*July 2007to Present* **KIPP NYC** *New York, New York*

- ***Executive Director***, KIPP NYC School Programs *(July 2010-Present)*, KIPP NYC Elementary and Middle Schools *(July 2009-June 2010)*
  - Responsible for management of the seven KIPP NYC schools (1 high school, 4 middle schools, and 2 elementary schools) serving over 1,700 students in grades K-10.
  - Supervise the KIPP NYC principals in continually aligning school programs with the mission, beliefs, priorities, and initiatives of KIPP NYC.
  - Supervise the KIPP NYC principals in the creation and implementation of effective professional development opportunities.
  - Coach the KIPP NYC principals in the analysis of interim assessment and state exam data and the use of that data to drive instructional decision making.
  - Manage and coordinate the KIPP NYC Teaching and Learning team, providing data, assessment, new teacher development, and special education support to all KIPP NYC schools.
  - Support the development of emerging leaders (deans and leadership fellows) across KIPP NYC schools.
  - Work with KIPP NYC Principals to create and implement comprehensive and fiscally sustainable annual operating budgets for their schools.
  - Spearhead the leadership selection and start-up of two additional KIPP NYC elementary schools slated to open in the summers of 2011 and 2012.
  - KIPP Infinity and KIPP Academy Middle Schools ranked among the top 10 charter schools in the city of New York on the New York City Department of Education Progress Reports.

- ***Executive Director***, KIPP NYC Elementary Schools *(July 2007-June 2009)*
  - Oversaw the development of KIPP NYC's first K-4 elementary programs.
  - Managed the creation of aligned curriculum and assessment tools to support instructional outcomes across KIPP NYC elementary schools.
  - Selected and trained the founding school leadership teams of KIPP NYC elementary schools.
  - In its first year, 2009-2010, 92% of KIPP Academy Elementary kindergarten students were reading at or above a first grade reading level.

*July 2000 to June 2007* **KIPP Academy Charter School** *Bronx, New York*

- ***Principal***, *(September 2001-June 2007)*
  - Responsible for defining academic and character goals and strategy for the school across grades 5-8.
  - Provided regular observation and feedback and developed professional development opportunities to support the growth and development of teachers, ensuring strong outcomes for students.
  - Defined and implemented strategies for consistent management of student behavior and discipline.
  - Implemented comprehensive and fiscally sustainable annual operating budget.
  - During this tenure, KIPP Academy consistently ranked in the top 10% of public middle schools in New York City in Math and ELA performance on the New York State Assessments, as well as in overall daily attendance.

- ***5th/6th/7th Grade English Teacher***, *(July 2000-June 2003)*
  - Taught grammar and reading comprehension through a self-designed novels-based curriculum that was aligned to New York State Standards.
  - Served as head coach for the boys' basketball team.

*September 1997to June 2000* **Newark Public Schools** *Newark, New Jersey*

- ***Kindergarten Teacher***, *(September 1998-June 2000)*
  - Planned and taught daily literacy, math, science, and social studies lessons.
  - Implemented literacy instruction based on training by the Children's Literacy Initiative of Philadelphia.
  - Served as a model literacy classroom for Kindergarten teachers across Newark Public Schools.

- ***7th Grade Language Arts Teacher***, *(September 1997-June 1998)*
  - Planned and taught Language Arts to a mixed bilingual, special education classroom.
  - Served as head coach for the boys' and girls' basketball teams.

**Additional Experience:**

*2006 to Present* ***Board Member***, KIPP Academy Charter School, Bronx, New York, New York
*Summer 2009, 2010* ***Leadership Guide,*** KIPP School Leadership Program, NYU, New York, New York
*Summer 2008* ***School Director,*** Teach For America Summer Institute, St. Johns University, New York, New York
*February 2008* ***Speaker,*** More Choices, More Chances Conference, Edinburgh, Scotland
*Summer 1999* ***Corps Member Advisor,*** Teach For America Summer Institute, Houston, Texas

**Skills:** Fluent in Spanish

**References:** Available upon request

# Rafael Mayer

Rafael Mayer is a Managing Director and Co-Founder of Khronos LLC, an investment management firm responsible for over $2bn of assets under management. Prior to his founding of Khronos in 1996, Rafael spent three years as Manager of Investment Research at Asset Management Advisors, an investment consulting group out of Jupiter, Florida. Rafael was responsible for coordinating all of the firm's investment research activities with particular emphasis on outside managers and alternative investments. Prior to joining Asset Management Advisors, Rafael spent five years as Director of Software Development at Franklin Electronic Publishers in Mt. Holly, New Jersey. Rafael led a software development team specializing in reference software for hand-held electronic platforms. Rafael graduated Cum Laude from the University of Pennsylvania, receiving a B.Sc. in Economics from the Wharton School. Rafael serves as trustee of The Dalton School and as a Board Member for Planned Parenthood of New York City.

VICKI ZUBOVIC
Brooklyn, New York 11233 •• [redacted]

**KIPP NY, Inc., New York, N.Y.**
**Managing Director, Development** **11/08-Present**

KIPP NY, Inc. works to support the seven KIPP schools in New York by providing all administrative services required to establish high performing schools. Serving over 2,400 students, KIPP NYC provides high quality schools and an alumni support program to many of New York City's most underserved communities (Harlem, south Bronx, Crown Heights). As Managing Director of Development, I have increased private funding to KIPP NYC from $6 M to over $10 M in two and half years. Building a robust and dedicated team of four professionals and the systems needed to support a vigorous fundraising operation, I have built KIPP NYC's capacity to meet the needs of its current growth plan to grow from four middle schools to nine schools serving students from Kindergarten to 12th grade. Key to this effort, I have engaged the KIPP NYC boards in an aggressive fundraising role and built internal systems and capacity to sustain this work.

**Key Achievements**

- Increase private funding from $6 M to $10M
- Engaged KIPP NYC boards in enhanced fundraising role
- Built internal capacity to cultivate, solicit and steward donors

**The Boys' Club of New York (BCNY), New York, N.Y.**
**Director of Development & External Affairs** **12/02 – 11/08**

The BCNY is a nationally recognized non-profit at the forefront of after-school programming for boys. Serving over 4,000 boys throughout the city, BCNY combines academic, artistic, athletic, and recreational programming to provide a high quality after-school experience that fills the gaps often found in public school curricula. Six years ago, I was recruited to establish BCNY's first in-house Development Department, which required: the integration of several splintered development activities; the establishment of internal systems; the implementation of a new database; and the hiring, training and retention of a full development staff. Accepting no public funds, BCNY is entirely reliant on private donations. The development office raises $5 million in operating funds and $5 million in capital funds annually from corporations, foundations, and individuals. In addition to managing development staff and activities, I serve as the director of BCNY's $50 million capital campaign and liaison to three Board committees.

**KEY ACHIEVEMENTS:**

- Raised $40 million toward endowment, capital, and operating funds through BCNY's most ambitious campaign to date, *The Fund for the 21st Century*.

- Increased Board giving to operating needs by 46% to over $1 million and sustained this increase for the past four years.

- Increased Board giving to the current capital campaign by 300% over the level given to the last capital drive.

- Increased total giving to BCNY an average of 12% annually over the past four years.

- Managed the implementation of Black Baud's Raiser's Edge, which required the combination of data from three databases, and established internal protocols as well as an internal user group.

- Established BCNY's first foray into online giving and developed specific online campaigns tied to special events, decreasing our costs, increasing ticket sales and reaching younger donors.

- Expanded and managed a host of special events including BCNY's gala dinner, golf outing, and other cultivation events.

**Women's Prison Association and Home, Inc. (WPA), New York, N.Y.**
**Director of Development, Communications, & Government Relations 08/98 – 12/02**
**Director of Program Development 06/96 – 08/98**

The WPA is nonprofit social services agency providing case management and residential services to women who are currently in or were recently released from prison. From 1998 to 2002, I raised $6 million to fund a range of social services including HIV prevention, family preservation, and alternative to prison services over and above general operating revenue. With a staff of three employees, I directed government, foundation and corporate grant writing, supervised grant management, and oversaw cultivation, individual giving, and special events. I also launched and managed the WPA's first capital campaign which raised $1.2 million. In addition to development activities, I was responsible for managing relations with the Board of Directors, a group of twenty-five people serving seven committees, and for the WPA's communication strategy.

**KEY ACHIEVEMENTS:**

- Increased private giving by 19% from FY98 to FY01.

- Increased giving to the direct mail appeal by 30% from FY98 to FY01.

- Increased foundation giving by 48% from FY98-FY01.

- Increased Board member contributions by 30%.

- Established the WPA's website www.wpaonline.org.

**Legal Aid Commission of New South Wales, Sydney, Australia**
**Senior Project Officer** **08/94 – 03/96**

Managed a $5 million program that funded 22 community based legal services. Awarded the NSW State Government Employees International Fellowship to study evaluation techniques for public policy.

**EDUCATION:** B.A., Honors, University of Sydney

**VOLUNTEER ACTIVITIES:** Board Member and Secretary, New Heights Youth, Inc.
Board Member, Women's Prison Association
Chair, East Coast Chapter of University of Sydney Alumni Association

Proficient in Microsoft Word, Excel, PowerPoint, and Black Baud's Raisers Edge

**REFERENCES AVAILABLE UPON REQUEST**

**Attachment 8: Statement of Assurances for Each Board Member Applicant**

A Statement of Assurance must be signed by and submitted for each Board Member Applicant.

I, **DAVID LEVIN**, (print name of board member applicant) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to the New York Penal Law, a person who knowingly offers a false instrument for filing to a public official or public servant may be subject to criminal prosecution, including for the crimes of Offering a False Instrument for Filing in the 2nd Degree, a Class A Misdemeanor, or, if there is intent to defraud, of Offering a False Instrument for Filing in the 1st Degree, a Class E felony.

Signature

3/30/11
Date

**Attachment 8: Statement of Assurances for Each Board Member Applicant**

A Statement of Assurance must be signed by and submitted for each Board Member Applicant.

I, **DAVID B. MASSEY**, (print name of board member applicant) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to the New York Penal Law, a person who knowingly offers a false instrument for filing to a public official or public servant may be subject to criminal prosecution, including for the crimes of Offering a False Instrument for Filing in the 2nd Degree, a Class A Misdemeanor, or, if there is intent to defraud, of Offering a False Instrument for Filing in the 1st Degree, a Class E felony.

Signature

3/31/11

Date

**Attachment 8: Statement of Assurances for Each Board Member Applicant**

A Statement of Assurance must be signed by and submitted for each Board Member Applicant.

I, **JANE MARTÍNEZ DOWLING**, (print name of board member applicant) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to the New York Penal Law, a person who knowingly offers a false instrument for filing to a public official or public servant may be subject to criminal prosecution, including for the crimes of Offering a False Instrument for Filing in the 2nd Degree, a Class A Misdemeanor, or, if there is intent to defraud, of Offering a False Instrument for Filing in the 1st Degree, a Class E felony.

Signature

3/30/2011
Date

**Attachment 8: Statement of Assurances for Each Board Member Applicant**

A Statement of Assurance must be signed by and submitted for each Board Member Applicant.

I, **Joseph Negron**, (print name of board member applicant) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to the New York Penal Law, a person who knowingly offers a false instrument for filing to a public official or public servant may be subject to criminal prosecution, including for the crimes of Offering a False Instrument for Filing in the 2nd Degree, a Class A Misdemeanor, or, if there is intent to defraud, of Offering a False Instrument for Filing in the 1st Degree, a Class E felony.

Signature

3/30/11
Date

## Attachment 8: Statement of Assurances for Each Board Member Applicant

A Statement of Assurance must be signed by and submitted for each Board Member Applicant.

I, **RAFAEL MAYER**, (print name of board member applicant) state that I am the applicant for board member approval and I have read the questionnaire and any supporting documents and know the contents thereof; that the same is true to my knowledge except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe it to be true and further acknowledge that I am aware of the fact that, pursuant to the New York Penal Law, a person who knowingly offers a false instrument for filing to a public official or public servant may be subject to criminal prosecution, including for the crimes of Offering a False Instrument for Filing in the 2nd Degree, a Class A Misdemeanor, or, if there is intent to defraud, of Offering a False Instrument for Filing in the 1st Degree, a Class E felony.

Signature

3/28/2011
Date

**Request for Information from Prospective Charter School Board Members**

Each Prospective Charter School Board Member must provide the
Information requested in the next three pages.

**Name:** Mr. David Levin
**(Include preferred honorific.)**

**Daytime Telephone:** [redacted]

**Mailing Address:** New York, NY 10025

**Personal E-Mail/Fax:** _____

**Business Address:** 625 W 133rd St, RM 345, New York, New York, 10027

**Business E-Mail/Fax:** [redacted]

**Charter School Name:** KIPP NYC Washington Heights Academy (I)

**Charter School Address:** N/A

**To which charter school board position and/or office are you asking to be appointed? (e.g., parent representative, vice-president, Finance subcommittee, etc.):**

Board Member

As you may know, serving on a public charter school board of trustees ("board") is a position of great trust and responsibility. As a member of a public charter school's board, you would be charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school.

The Department's consent is required **before** any new member may serve on the board. Accordingly, and in order to properly evaluate potential new board members, we ask that you please provide full and complete answers to each of the items below and provide the required assurance indicated. Note that providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval, nullifying your appointment to the board.

Attachment 9: KIPP NYC Washington Heights Academy (I) - David Levin

**Background**

1. Please provide your educational and employment history. You may do so by attaching a résumé.
   [X] Resume Attached

2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board. [X] I affirm.

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

4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

**I am the Superintendent and Co-Founder of KIPP. As the Lead Applicant on this proposal, I am intimately aware of the plans to open new KIPP NYC schools in Washington Heights (CSD 6) and look forward to serving as a member of the KIPP NYC Washington Heights Board of Trustees.**

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

**I have been deeply committed to the success of KIPP students since 1994 and am also deeply committed to serving new KIPP students in CSD 6. Serving on the KIPP NYC Washington Heights Board of Trustees will provide me with the opportunity to oversee and support our expansion in Washington Heights, and I look forward to the opportunity.**

6. Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board. [ ] This does not apply to me. [X] Yes. (Include description here):

**I currently serve on the boards of KIPP Academy, KIPP STAR, KIPP Infinity, and KIPP AMP. I have 20 years of teaching experience, 7 years of experience being a principal and 8 years of experience as Superintendent of KIPP NYC. In addition, I have helped to open 99 KIPP schools around the country and in my capacity as Superintendent of KIPP NYC, will be available to each of the schools in Washington Heights to assist with any questions they have in regards to managing their school's educational program or day-to-day operations.**

7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.

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

Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

8. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide an explanation.

**Conflict of Interest**

9. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.
   [ ] I / we do not know any such persons. [X] Yes.
   If your answer is yes, please indicate the precise nature of your relationship here:

**I know the other proposed board members through my capacity as Superintendent and Board Member. Joseph Negron is the principal of KIPP Infinity middle school, Jane Martinez Dowling is the Executive Director of KIPP Through College, and David Massey and Rafael Mayer are board members.**

10. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.
    [ ] I / we do not know any such persons. [X] Yes.
    If yes, please indicate the precise nature of your relationship here:

**I know all current founding group members since all proposed founding group members are current KIPP NYC employees. However, at this time we have not identified a school leader or founding school staff. In my current capacity, I am acquainted with all staff members at KIPP NYC schools and it is possible that some of them may in the future become employees of this charter school.**

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

[X] No. [ ] Yes.
If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:

12. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[ ] I / we do not know any such persons. [X] Yes.

**As Superintendent, I currently work very closely with the KIPP NYC Shared Services Team to help ensure the success of our schools and therefore know well its staff**

13. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[ ] I / we have no such interest. [X] Yes.

**As an administrative matter, I am currently employed by KIPP NYC LLC as KIPP NYC Superintendent. However, within 60 days of the filing of this document, my employment will transition to avoid the appearance of any conflict of interest and to more accurately reflect the provisions of the proposed education corporation by-laws and my current accountability to KIPP NYC charter school boards. Upon such transition, I will be co-employed by each KIPP NYC charter school.**

14. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[X] I / we do not anticipate conducting any such business. [ ] Yes.

15. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. To the extent you have provided this information in response to items 9-12, you may so indicate.
[X] This does not apply to me, my spouse or other family members. [ ] Yes.

16. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.
[X] None. [ ] Yes.

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

**Conflict of interest is one of the key issues that the Board of Trustees must guard against. If one of our members acts inappropriately I will immediately discuss the matter with both the individual and the Board Chair in an effort to eliminate the conflict. Should the behavior continue, then I believe it would be only appropriate to ask or force the individual to step down from the board.**

**Educational Philosophy**

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

**The mission of KIPP NYC Washington Heights Academy (I) and (II) will be to help its students develop the academic and character skills necessary to achieve success in high school and college, to be self-sufficient in the competitive world beyond and to build a better tomorrow for themselves and us all.**

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

**All KIPP schools place an equal emphasis on academics and character development. KIPP NYC Washington Heights Academy (I) and (II) will both share this commitment to rigorous academics and the development of character skills that will help each student climb the mountain to and through college.**

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

**I believe in the five KIPP Pillars: The power to lead, a focus on results, more time on task, high expectations and choice and commitment. These qualities have helped our schools succeed across KIPP New York City, and the country, and will help to ensure the success of KIPP NYC Washington Heights Academy (I) and (II) in the years to come. I believe the board will need to oversee and provide guidance to the new schools in Washington Heights and I feel that we have identified a veteran group of board members who are equipped for this task.**

## Other

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

**I believe the Board of Trustees exists to advise and oversee the operations and educational programming of the schools. I take this role very seriously and am excited about the opportunity to serve students in Washington Heights.**

22. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies.

**As lead applicant for both applications, I have been intimately involved in the design and execution of the two applications. I have read and understand the by-laws and all proposed policies.**

23. Please provide any other information that you feel is pertinent to the Department's review.

**Attachment 9: Request for Information from Prospective Charter School Board Members**

Each Prospective Charter School Board Member must provide the Information requested in the next three pages.

**Name:** MR. DAVID B. MASSEY
**(Include preferred honorific.)**

**Daytime Telephone:** [redacted]

**Mailing Address:** U.S. Attorney's Office-SDNY, One St. Andrews Plaza, NY, NY 10007

**Personal E-Mail/Fax:** _____

**Business E-Mail/Fax:** [redacted]

**Charter School Name:** KIPP NYC WASHINGTON HEIGHTS ACADEMY (II)

**Charter School Address:** N/A

**To which charter school board position and/or office are you asking to be appointed? (e.g., parent representative, vice-president, Finance subcommittee, etc.):**

BOARD CHAIR

As you may know, serving on a public charter school board of trustees ("board") is a position of great trust and responsibility. As a member of a public charter school's board, you would be charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school.

The Department's consent is required **before** any new member may serve on the board. Accordingly, and in order to properly evaluate potential new board members, we ask that you please provide full and complete answers to each of the items below and provide the required assurance indicated. Note that providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval, nullifying your appointment to the board.

**Background**

1. Please provide your educational and employment history. You may do so by attaching a résumé. [X] Resume Attached

2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board. [X] I affirm.

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

4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

**I WAS ASKED BY DAVID LEVIN TO BE A PROSPECTIVE BOARD MEMBER AND BOARD CHAIR.**

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

**I WOULD LIKE TO SUPPORT AND ASSIST THE GROWTH OF A HIGH PERFORMING CHARTER SCHOOL IN NEW YORK CITY.**

6. Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board. [ ] This does not apply to me. [X] Yes. (Include description here):

**I AM CURRENTLY THE BOARD CHAIR OF KIPP ACADEMY CHARTER SCHOOL (BRONX), KIPP STAR CHARTER SCHOOL, KIPP INFINITY CHARTER SCHOOL AND KIPP AMP CHARTER SCHOOL, AND THE SECRETARY OF THE BOARD OF KIPP NEW YORK INC. PREVIOUSLY I HAVE SERVED ON THE BOARDS OF THE PHELPS ASSOCIATION; THE YALE LAW SCHOOL ALUMNI FUND; AND FRIENDS OF THE UPPER EAST SIDE HISTORIC DISTRICT.**

**I BRING THE EXPERIENCE OF HAVING SERVED AS A BOARD MEMBER OF THE KIPP ACADEMY CHARTER SCHOOL (BRONX) SINCE 2000, AND AS ITS BOARD CHAIR SINCE 2003. I HAVE SERVED AS THE BOARD CHAIR OF KIPP STAR, KIPP INFINITY AND KIPP AMP SINCE 2005. I AM AN ATTORNEY, AND SINCE 2000, I HAVE, AT VARIOUS TIMES, USED MY TRAINING AND EXPERIENCE TO COUNSEL KIPP SCHOOLS ON CORPORATE GOVERNANCE MATTERS IN ADDITION TO THE FULL RANGE OF ISSUES ADDRESSED BY CHARTER SCHOOL BOARDS.**

7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.

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

Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

7. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide an explanation.

**Conflict of Interest**

8. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.
   [ ] I / we do not know any such persons. [X] Yes.
   If your answer is yes, please indicate the precise nature of your relationship here:

**I KNOW THE OTHER PROPOSED BOARD MEMBER, DAVID LEVIN, THROUGH OUR SERVICE TOGETHER ON THE BOARDS OF KIPP ACADEMY, KIPP STAR, KIPP INFINITY AND KIPP AMP, AS WELL AS THROUGH PERSONAL FRIENDSHIP SINCE 1988.**

9. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.
   [ ] I / we do not know any such persons. [X] Yes.
   If yes, please indicate the precise nature of your relationship here:

**I KNOW MANY STAFF MEMBERS OF KIPP NYC, WHICH WILL BE A SERVICE PROVIDER, FROM MY SERVICE ON THE KIPP ACADEMY, KIPP STAR, KIPP INFINITY AND KIPP AMP BOARDS OF TRUSTEES.**

10. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, contracts or does business with, or plans to contract or do business with, the charter school, including but not limited to, the lease of real or personal property to the charter school.
    [X] No. [ ] Yes.

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

11. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.
    [ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
    [ ] I / we do not know any such persons. [X] **Yes.**

**I KNOW MANY STAFF MEMBERS OF KIPP NYC, WHICH WILL BE A SERVICE PROVIDER, FROM MY SERVICE ON THE KIPP ACADEMY, KIPP STAR, KIPP INFINITY AND KIPP AMP BOARDS OF TRUSTEES.**

12. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.
    [ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
    [ ] I / we have no such interest. . [X] **Yes.**

**I AM A BOARD MEMBER AND SECRETARY OF KIPP NEW YORK, INC., WHICH IS THE PARENT ORGANIZATION OF THE SERVICE PROVIDER.**

13. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.
    [ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
    [X] I / we do not anticipate conducting any such business. [ ] Yes.

14. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. To the extent you have provided this information in response to items 9-12, you may so indicate.

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

15. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.
[X] None. [ ] Yes.

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

**PURSUANT TO THE CONFLICT OF INTEREST POLICY IN THE BOARD BY-LAWS, I WOULD BRING THE SITUATION TO THE ATTENTION OF THE BOARD'S AUDIT COMMITTEE. THE AUDIT COMMITTEE WOULD GATHER THE NECESSARY FACTS, HEAR FROM ALL CONCERNED PARTIES AND EVALUATE APPROPRIATE NEXT STEPS. THE AUDIT COMMITTEE WOULD RECOMMEND APPROPRIATE ACTION TO THE FULL BOARD, WHICH WOULD THEN ACT ACCORDINGLY, INCLUDING ANY REMEDIES NECESSARY TO ELIMINATE AN IDENTIFIED CONFLICT OR SELF-DEALING, UP TO AND INCLUDING REMOVAL OF THE BOARD MEMBERS IN QUESTION BY VOTE.**

**Educational Philosophy**

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

**KIPP NYC WASHINGTON HEIGHTS ACADEMY (I) WILL PROVIDE STUDENTS WITH A RIGOROUS EDUCATION FOCUSING ON ACADEMICS AND CHARACTER DEVELOPMENT THAT PREPARES THEM FOR COLLEGE AND THE WORLD BEYOND.**

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

**THE PROPOSED PROGRAM WILL FOCUS ON CORE SKILL DEVELOPMENT IN READING, WRITING, AND MATHEMATICS, USING A BLEND OF TEACHING METHODS THAT HAVE PROVEN EFFECTIVE AT ALL KIPP NYC SCHOOLS. THIS CORE SKILLS FOCUS WILL BE AUGMENTED BY RICH PROGRAMMING IN SOCIAL STUDIES, SCIENCE AND THE ARTS.**

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

**CRITICAL TO ANY CHARTER SCHOOL'S SUCCESS ARE HIGH EXPECTATIONS, A RELENTLESS FOCUS ON HIRING AND DEVELOPING GREAT LEADERS AND TEACHERS, RIGOROUS ACCOUNTABILITY SYSTEMS, AND A CAREFUL ATTENTION TO STUDENT CHARACTER DEVELOPMENT AND SCHOOL CULTURE.**

**Other**

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

**TO OVERSEE, AND BE ULTIMATELY BE RESPONSIBLE FOR, THE FINANCIAL AND ACADEMIC SUCCESS OF THE SCHOOL.**

21. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies.

**YES, I HAVE READ AND UNDERSTOOD THE APPLICATION, THE BY-LAWS AND THE PROPOSED POLICIES.**

22. Please provide any other information that you feel is pertinent to the Department's review.

**N/A**

**Request for Information from Prospective Charter School Board Members**

Each Prospective Charter School Board Member must provide the
Information requested in the next three pages.

**Name:** Ms. Jane Martínez Dowling
**(Include preferred honorific.)**

**Daytime Telephone:** _____

**Home Mailing Address:** Riverdale, NY

**Personal E-Mail/Fax:** _____

**Business Address:** 30 Broad Street, 9th Floor New York, NY 10004

**Business E-Mail/Fax:** [redacted]

**Charter School Name:** KIPP NYC Washington Heights Academy (I)

**Charter School Address:** Not Determined

**To which charter school board position and/or office are you asking to be appointed? (e.g., parent representative, vice-president, Finance subcommittee, etc.):**

Board Member

As you may know, serving on a public charter school board of trustees ("board") is a position of great trust and responsibility. As a member of a public charter school's board, you would be charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school.

The Department's consent is required **before** any new member may serve on the board. Accordingly, and in order to properly evaluate potential new board members, we ask that you please provide full and complete answers to each of the items below and provide the required assurance indicated. Note that providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval, nullifying your appointment to the board.

Attachment 9: KIPP NYC Washington Heights Academy (I) - Jane Martínez Dowling

**Background**

1. Please provide your educational and employment history. You may do so by attaching a résumé. [X] Resume Attached

2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board. [X] I affirm.

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

4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

   I became aware of the opportunity to serve on the board while serving as executive director of KIPP Through College. The KTC team supports our alumni's graduation from high school, their matriculation to and graduation from college and their career preparation. I was asked by David Levin to be a prospective board member and am excited to help bring KIPP to Washington Heights.

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

   KIPP NYC deeply and positively impacts children and families and produces amazing academic results. Washington Heights is also a neighborhood I know well. I am originally from there, and actually began my career in education reform as a Charter Corps member of the Teach for America program, where I taught in Washington Heights (CSD 6) for three years at PS115. I see serving on the Board as a chance to help bring KIPP to a community that I know will benefit from increased educational choices.

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

   I have been committed to providing educational opportunities to underserved children in New York for almost 20 years. I have run educational non-profits in New York, and have a strong knowledge of schools and school systems. Also, as previously mentioned, i taught in CSD 6 for 3 years as a charter corps member of teach for America.

   I currently serve as a board member at KIPP Infinity Charter School in Harlem, the Hunts Point Alliance for Children (HPAC) and the Riverdale Nursery School and Family Center. I

have also served on the board of Academy of Mount St. Ursula and Bronx Preparatory Charter School.

7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide the following details regarding your conviction(s): (1) the name of the criminal offense(s); (2) whether the criminal offense(s) was a misdemeanor or felony; (3) the facts and circumstances surrounding your conviction(s); (4) the date(s) of your conviction(s); and (5) the date(s) of disposition(s).

   Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

8. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide an explanation.

**Conflict of Interest**

9. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.
   [ ] I / we do not know any such persons. [X] Yes.
   If your answer is yes, please indicate the precise nature of your relationship here:

   I know the other proposed board members through our service together on the board of KIPP Infinity and collaborating together in the mission of KIPP Through College through the years.

10. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.
    [ ] I / we do not know any such persons. [X] Yes.
    If yes, please indicate the precise nature of your relationship here:

    As executive director of KIPP Through College, I know many staff members at KIPP NYC schools; it is possible that those staff members may become employees of this charter school.

11. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, contracts or does business with, or plans to contract or do business with, the charter school, including but not limited to, the lease of real or personal property to the charter school.
[X] No. [ ] Yes.
If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:

12. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[ ] I / we do not know any such persons. [X] **Yes.**

As executive director of KIPP Through College, I know many staff members of KIPP NYC, LLC, which will be a service provider.

13. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[ ] I / we have no such interest. [X] **Yes.**

As the executive director of KIPP Through College, I am an employee of KIPP NYC LLC. KIPP NYC LLC will provide management services to the charter school. I will recuse myself from all discussions and decisions by the Board concerning the charter school's management contract with KIPP NYC LLC.

14. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.
[ ] Not applicable because the School does not/will not contract with a management company or charter management organization.
[X] I / we do not anticipate conducting any such business. [ ] Yes.

15. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the

charter school. To the extent you have provided this information in response to items 9-12, you may so indicate.

[X] This does not apply to me, my spouse or other family members.

[ ] **Yes.**

16. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.
[X] None. [ ] Yes.

As noted above in #13, I will recuse myself from all discussions and decisions concerning the management services contract with KIPP NYC LLC to avoid the appearance of any conflict of interest.

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

I would bring it to the attention of the board chair and ask that it be investigated. If a conflict of interest was found, I would hope the board member in question would step down.

**Educational Philosophy**

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

KIPP NYC Washington Heights (I) and (II)'s missions are to provide students with the academic and character skills to enable them to matriculate and graduate from college, to build successful, happy lives for themselves and us all.

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

KIPP NYC's programs have high academic expectations, ask for a commitment from students, parents and families, provides more time in school for students, and closely assesses its progress.

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

KIPP NYC promotes five pillars which are unique to each KIPP school in the country. These pillars include: power to lead, focus on results, more time on task, high expectations and choice and commitment. These five pillars have underpinned our success across new york city and the country and will help to ensure the success of KIPP NYC Washington Heights Academy (I) and (II) in the years to come.

**Other**

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

    The role of a public charter school board member is to guide and support the school leadership to meet its goals, and to provide the resources needed for the school to flourish.

22. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies.

    Yes, I have read and understand the by-laws, proposed policies and the charter applications for both KIPP NYC Washington Heights Academy Charter Schools.

23. Please provide any other information that you feel is pertinent to the Department's review.

    N/A

**Request for Information from Prospective Charter School Board Members**

Each Prospective Charter School Board Member must provide the
Information requested in the next three pages.

**Name:** Mr. Joseph Negron
**(Include preferred honorific.)**

**Daytime Telephone:** [redacted]

**Mailing Address:** Harlem, New York

**Personal E-Mail/Fax:**

**Business Address:** KIPP Infinity Charter School, 625 W 133rd Street, NY, NY 10027

**Business E-Mail/Fax:** [redacted]

**Charter School Name:** KIPP NYC Washington Heights Academy (II)

**Charter School Address:** N/A

**To which charter school board position and/or office are you asking to be appointed? (e.g., parent representative, vice-president, Finance subcommittee, etc.):**

Board Member

As you may know, serving on a public charter school board of trustees ("board") is a position of great trust and responsibility. As a member of a public charter school's board, you would be charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school.

The Department's consent is required **before** any new member may serve on the board. Accordingly, and in order to properly evaluate potential new board members, we ask that you please provide full and complete answers to each of the items below and provide the required assurance indicated. Note that providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval, nullifying your appointment to the board.

Attachment 9: KIPP NYC Washington Heights Academy (I) - Joseph Negron

**Background**

1. Please provide your educational and employment history. You may do so by attaching a résumé. [X] Resume Attached

2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board. [X] I affirm.

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

4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

   **I was the founding principal of KIPP Infinity middle school in Harlem (CSD 5) and have been principal of KIPP Infinity since it opened in 2005.**

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

   **I am deeply committed to KIPP. As a principal of a KIPP school in Harlem, a neighboring district to Washington Heights, I believe my experience starting, expanding and running a successful school in Harlem will be a useful addition to the Board of Trustees. I look forward to sharing my experiences and lessons learned with the new school leaders and with my colleagues on the Board of Trustees.**

6. Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board. [ ] This does not apply to me.
   [X] Yes. (Include description here):

   **As principal of a high performing KIPP middle school, I feel that I would bring relevant experience to the board that will help guide oversight.**

7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide the following details regarding your conviction(s): (1) the name of the criminal offense(s); (2) whether the criminal offense(s) was a misdemeanor or felony; (3) the facts and circumstances surrounding your conviction(s); (4) the date(s) of your conviction(s); and (5) the date(s) of disposition(s).

Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

8. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide an explanation.

**Conflict of Interest**

9. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.
   [ ] I / we do not know any such persons. [X] Yes.
   If your answer is yes, please indicate the precise nature of your relationship here:

   **I know the other proposed board members, David Massey and David Levin. Dave Levin is the Superintendent of KIPP NYC and has been providing supervision and support to me since I opened KIPP Infinity middle school in 2005. Additionally, David Massey is the Board Chair of KIPP Infinity Charter School's Board of Trustees. Similarly, Jane Martinez Dowling is on the KIPP Infinity Board and I know Rafael Mayer through board meetings as well.**

10. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.
    [ ] I / we do not know any such persons. [X] Yes.
    If yes, please indicate the precise nature of your relationship here:

    **I know all current founding group members since all proposed founding group members are current KIPP NYC employees. I know many KIPP NYC school staff members, some of whom could, in the future, become employees of this charter school.**

11. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, contracts or does business with, or plans to contract or do business with, the charter school, including but not limited to, the lease of real or personal property to the charter school.
    [X] No. [ ] Yes.
    If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:

12. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
☐ I / we do not know any such persons. [X] Yes.

**I know many staff members of KIPP NYC LLC, which will be a service provider, as Principal of KIPP Infinity Middle School.**

13. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
[X] I / we have no such interest. ☐ Yes.

14. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
[X] I / we do not anticipate conducting any such business. ☐ Yes.

15. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. To the extent you have provided this information in response to items 9-12, you may so indicate.

[X] This does not apply to me, my spouse or other family members. ☐ Yes.

16. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.
[X] None. ☐ Yes.

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

**I would discuss the issue with our board chair and if a conflict of interest was found, I would hope the board member in question would step down.**

**Educational Philosophy**

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

**Similar to KIPP Infinity charter school, the mission of KIPP NYC Washington Heights Academy (I) and (II) will be to help its students develop the academic and character skills necessary to achieve success in high school and college, be self-sufficient in the competitive world beyond and build a better tomorrow for themselves and us all.**

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

**KIPP NYC Washington Heights (I) and (II), like other KIPP NYC schools, will emphasize student time-on-task and encourage students and their families to view an intense academic commitment as the key to their futures. KIPP NYC Washington Heights Academy (I) and (II) will also follow the KIPP pillars: High Expectations, More Time on Task, Power to Lead, Choice and Commitment and a Focus on Results. By coupling these pillars with a commitment to character development, we will ensure that students in Washington Heights develop the skills needed to be successful in college and beyond.**

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

**At KIPP Infinity Charter School, I found that KIPP's five pillar program to be instrumental to maintaining a successful charter school. Power to lead, a focus on results, more time on task, high expectations of our students, and choice and commitment have been incredibly powerful tools in our belt. By implementing these pillars at KIPP Washington Heights Academy's (I) & (II), we ensure the schools' success.**

**Other**

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

**A board member is responsible for helping the school meet its mission and goals, as well as ensure the school adheres to NYS charter laws. The Board will provide guidance and support to school leaders and hold the principal accountable for academic success.**

22. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies.

    **Yes, I have read and understand the charter school application, the charter school board's by-laws, and all proposed policies of KIPP NYC Washington Heights Academy (I) and (II). I helped write them.**

23. Please provide any other information that you feel is pertinent to the Department's review.

    **N/A**

**Request for Information from Prospective Charter School Board Members**

Each Prospective Charter School Board Member must provide the Information requested in the next three pages.

**Name:** *Mr. Rafael Mayer*
**(Include preferred honorific.)**

**Daytime Telephone:** [redacted]

[redacted] [redacted]

**Business Address**: *140 East 45th Street, 28th Floor, New York, NY 10017*

**Business E-Mail/Fax**: [redacted] [redacted]

**Charter School Name:** *KIPP NYC Washington Heights Academy (II)*

**Charter School Address:** *N/A*

**To which charter school board position and/or office are you asking to be appointed? (e.g., parent representative, vice-president, Finance subcommittee, etc.):**

*Board member, Secretary*

As you may know, serving on a public charter school board of trustees ("board") is a position of great trust and responsibility. As a member of a public charter school's board, you would be charged with overseeing the education of all students enrolled in the school, as well as the expenditure of public monies directed to the charter school.

The Department's consent is required **before** any new member may serve on the board. Accordingly, and in order to properly evaluate potential new board members, we ask that you please provide full and complete answers to each of the items below and provide the required assurance indicated. Note that providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval, nullifying your appointment to the board.

**Background**

1. Please provide your educational and employment history. You may do so by attaching a résumé. [X] Resume Attached

2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board. [X] I affirm.

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

4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

*I was asked by David Levin to be a prospective board member. He and I serve together on the board of KIPP AMP and we have been friends for years.*

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

*I am passionate about education. I love to teach (although i am not a formally trained teacher), I love learning, and I believe that the education of children, particularly children of lesser means, is the single most important long-term investment we can make in our future. I see the opportunity to serve on the board of a new KIPP NYC school in a new neighborhood as a way of giving back to the community.*

**6.** Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board. [X] This does not apply to me. [ ] Yes. (Include description here)

*I am an experienced school board member having served on the board of KIPP AMP and the Dalton School in NYC where I served as treasurer. I have a broad experience in finance, providing me with the necessary tools to support and monitor the finance staff and plans at a school. Finally, I have deep experience in technology allowing me to support and monitor the technology staff and plans at a school.*

7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.
[X] This does not apply to me. [ ] Yes.
If the answer to this question is yes, please provide the following details regarding your conviction(s): (1) the name of the criminal offense(s); (2) whether the criminal offense(s)

was a misdemeanor or felony; (3) the facts and circumstances surrounding your conviction(s); (4) the date(s) of your conviction(s); and (5) the date(s) of disposition(s).

Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

8. Please indicate if you currently have any criminal charge(s) pending against you in state or federal court in any jurisdiction.
   [X] This does not apply to me. [ ] Yes.
   If the answer to this question is yes, please provide an explanation.

**Conflict of Interest**

9. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.
   [ ] I / we do not know any such persons. [X] Yes.
   If your answer is yes, please indicate the precise nature of your relationship here:

*I know the prospective board members being proposed since I serve on the board of KIPP AMP. Also, as previously stated, Dave Levin and I have been friends for years.*

10. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.
    [ ] I / we do not know any such persons. [X] Yes.
    If yes, please indicate the precise nature of your relationship here:

*As a board member of KIPP AMP, I have gotten to know some staff members of the Shared Services Team, which will be providing services and Dave Levin, the Superintendent.*

11. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, contracts or does business with, or plans to contract or do business with, the charter school, including but not limited to, the lease of real or personal property to the charter school.
    [X] No. [ ] Yes.
    If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:

12. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
☐ I / we do not know any such persons. ☒ **Yes.**

*I am a board member of KIPP AMP middle school, which is a KIPP NYC school in Crown Heights, Brooklyn. KIPP NYC, LLC. will be a service provider to the new KIPP charter schools in Washington Heights.*

13. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
☒ **I / we have no such interest**. ☐ Yes.

*I am a board member of KIPP AMP, which is a KIPP NYC school in Crown Heights, Brooklyn. Additionally, I am a member of the KIPP NYC Inc. board, which is the parent organization for KIPP NYC LLC. KIPP NYC, LLC. will be a service provider to the new KIPP charter schools in Washington Heights.*

14. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.
☐ Not applicable because the School does not/will not contract with a management company or charter management organization.
☒ I / we do not anticipate conducting any such business. ☐ Yes.

15. Please indicate whether you, your spouse or other family member is a director, officer, employee, partner or member of, or is otherwise associated with, any organization which filed an application in conjunction with the charter school, i.e., is partnered with the charter school. To the extent you have provided this information in response to items 9-12, you may so indicate.
☒ This does not apply to me, my spouse or other family members ☐ Yes

16. Please indicate the potential ethical or legal conflicts of interests (if any) that would, or are likely to, exist should you be approved for service on the charter school's board.
☒ None. ☐ Yes.

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

*I would speak to the board chair and ask him to take appropriate action to eliminate the continuing conflict.*

**Educational Philosophy**

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

*KIPP NYC Washington Heights (I) and (II),'s mission is to provide students with the academic and character skills to enable its students to matriculate and graduate from college, to build successful, happy lives for themselves and us all.*

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

*KIPP NYC'S programs have high academic expectations, ask for a commitment from students, parents and families, provides more time in school for students, and closely assesses its progress.*

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

*KIPP NYC Promotes five pillars which are unique to each KIPP school in the country. These pillars include: power to lead, focus on results, more time on task, high expectations and choice and commitment. These five pillars have underpinned our success across New York City and the country and will help to ensure the success of KIPP NYC Washington Heights Academy (I) and (II) in the years to come. As the board of the charter school, we will need to closely monitor the performance of the school and provide guidance to the principal and KIPP NYC LLC on regular basis.*

**Other**

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

*The role of a public charter school board member is to guide and support the school leadership to meet its goals, and to provide the resources needed for the school to flourish.*

22. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies.

*Yes, I have read and understand the complete charter applications for KIPP NYC Washington Heights Academy (I) and (II). I have also read and understand the by-laws and proposed policies.*

Attachment 10: KIPP NYC Washington Heights Academy (II) - Organizational Chart

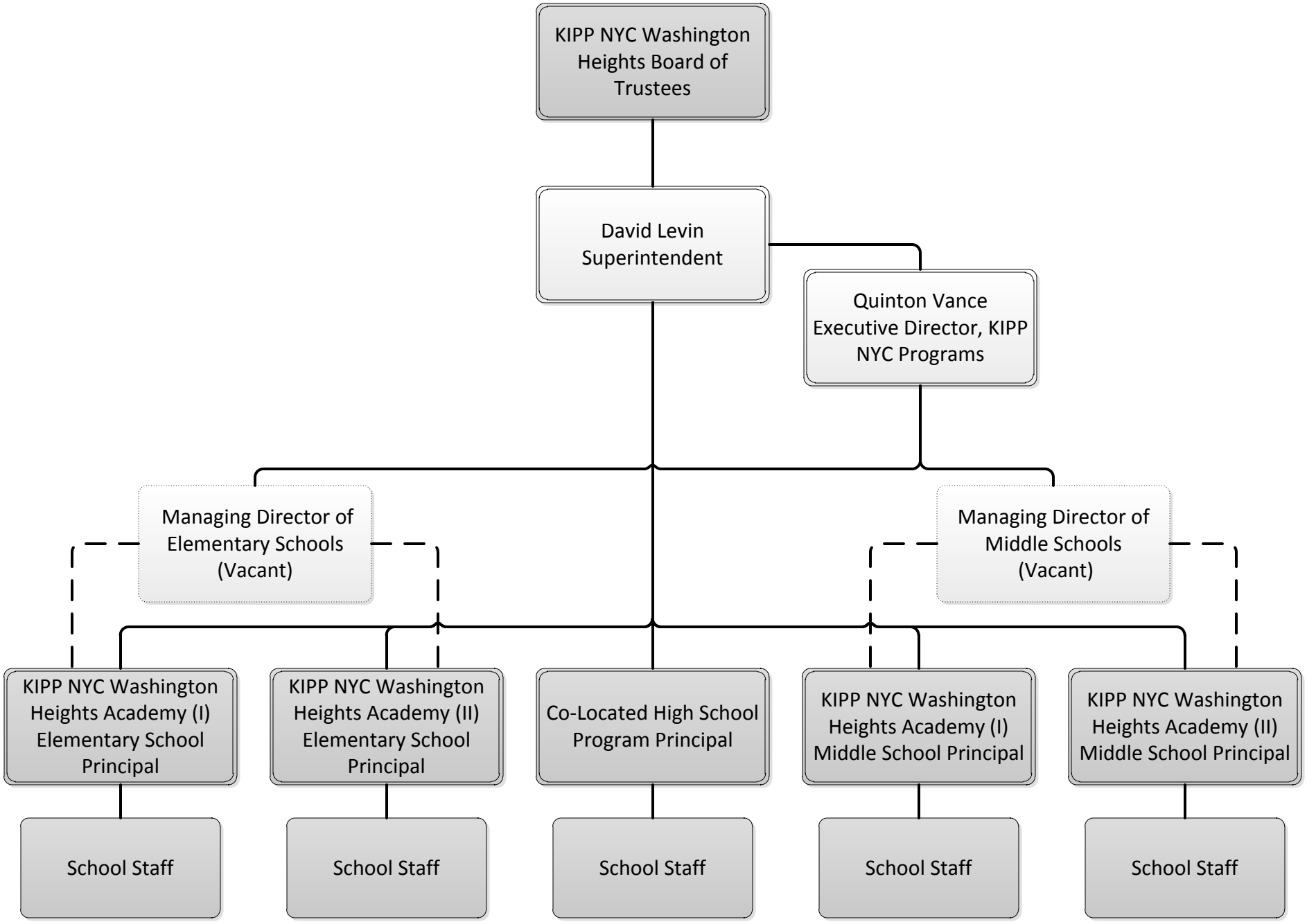
**KIPP NYC Washington Heights Board of Trustees- Overview of Roles and Responsibilities**

The KIPP NYC Washington Heights Charter Schools Board of Trustees (the "Board") will have governance responsibility for and authority over KIPP NYC Washington Heights Academy (I) K-12 and KIPP NYC Washington Heights Academy (II) K-12 programs.

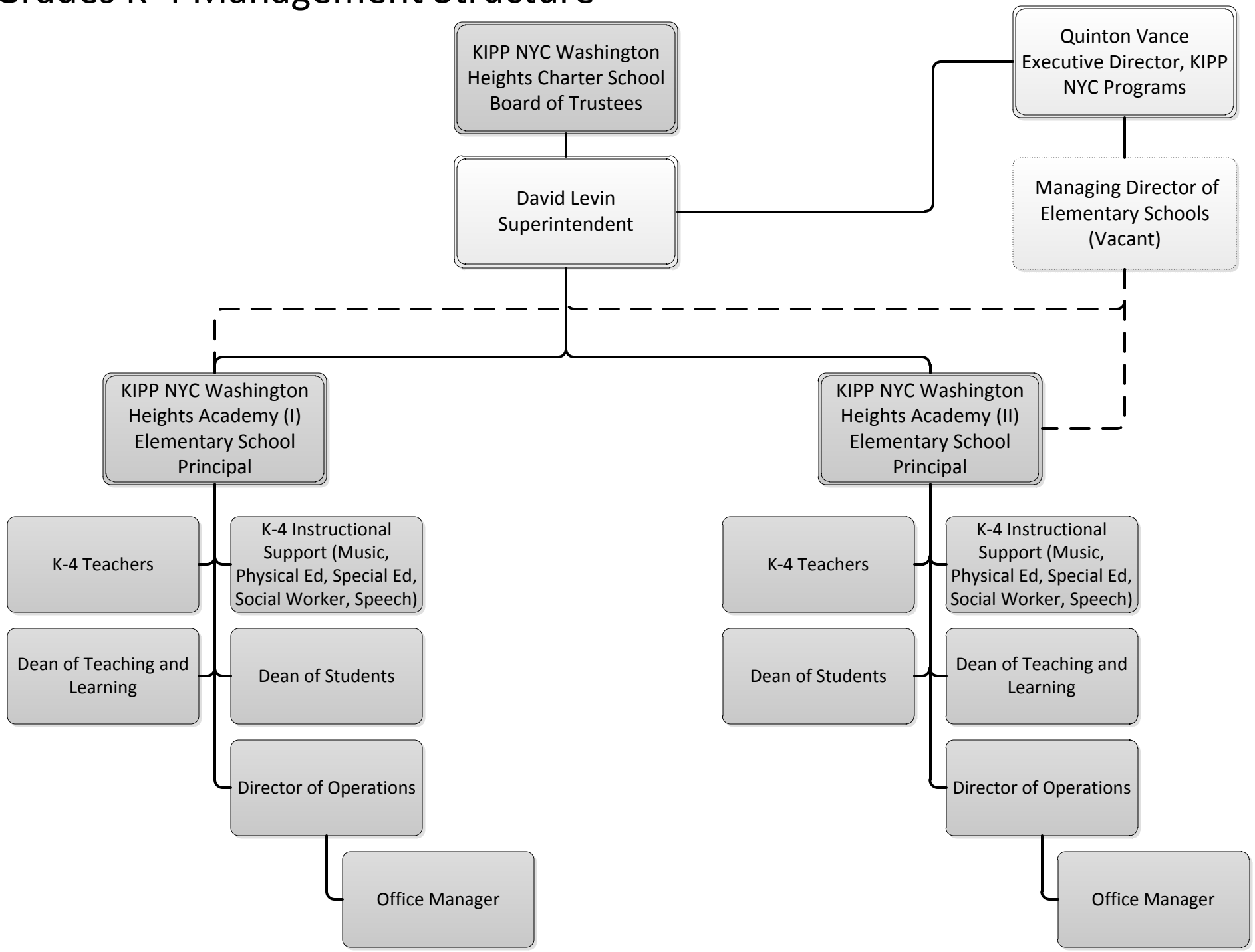
Each of the KIPP NYC Washington Heights Academy principals (Elementary-grades K-4; Middle-grades 5-8;High-grades 9-12) will be hired by the Board and will report to the Board through the Superintendent.

The KIPP NYC Superintendent will report directly to the Board. The Superintendent will be responsible for supervision support and development of the principals. The KIPP NYC Superintendent may, in turn, rely upon other senior KIPP NYC instructional leaders to manage and support the principals. Each of the principals will manage the staff pertaining to their grade levels.

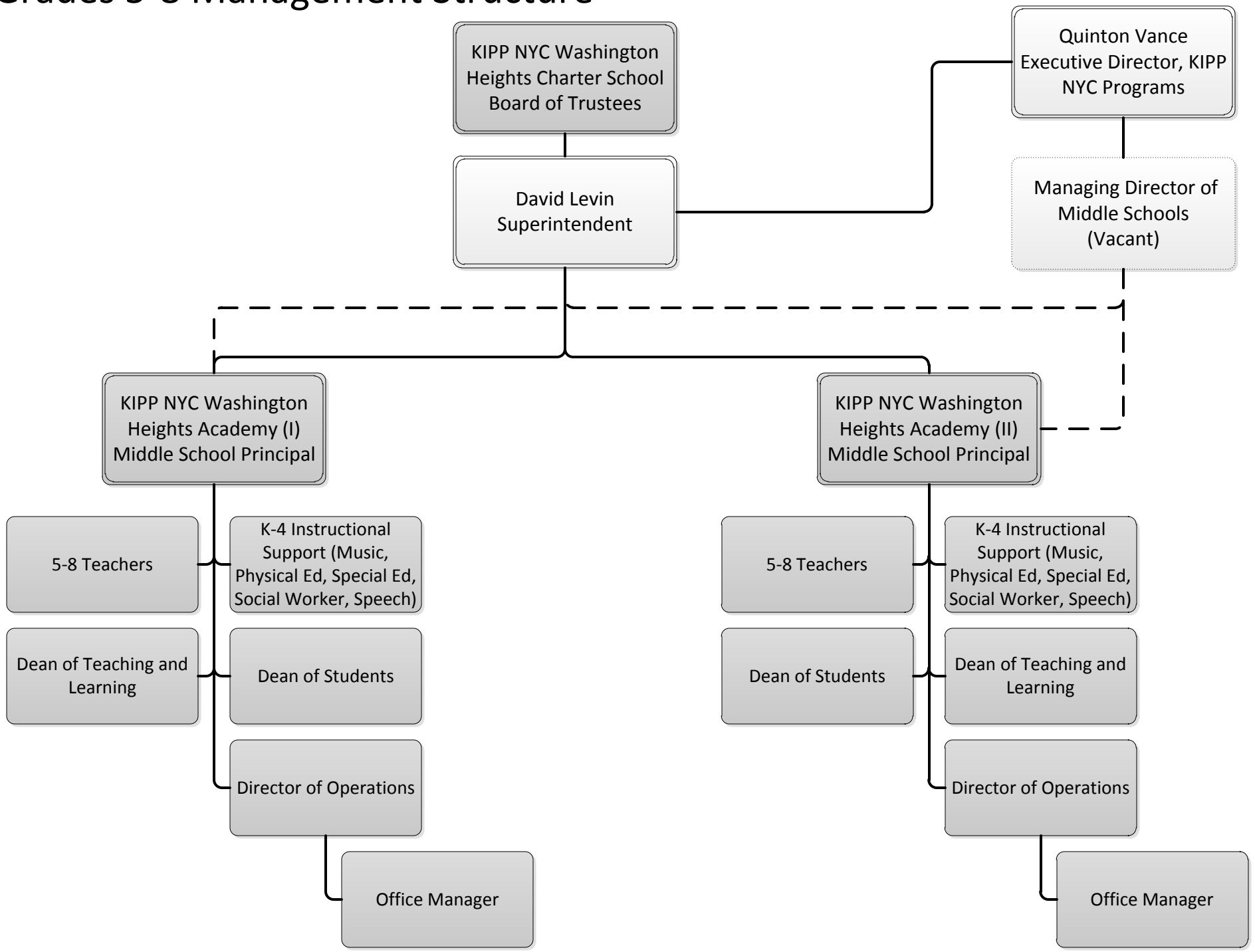
# Grades K-12 Management Structure



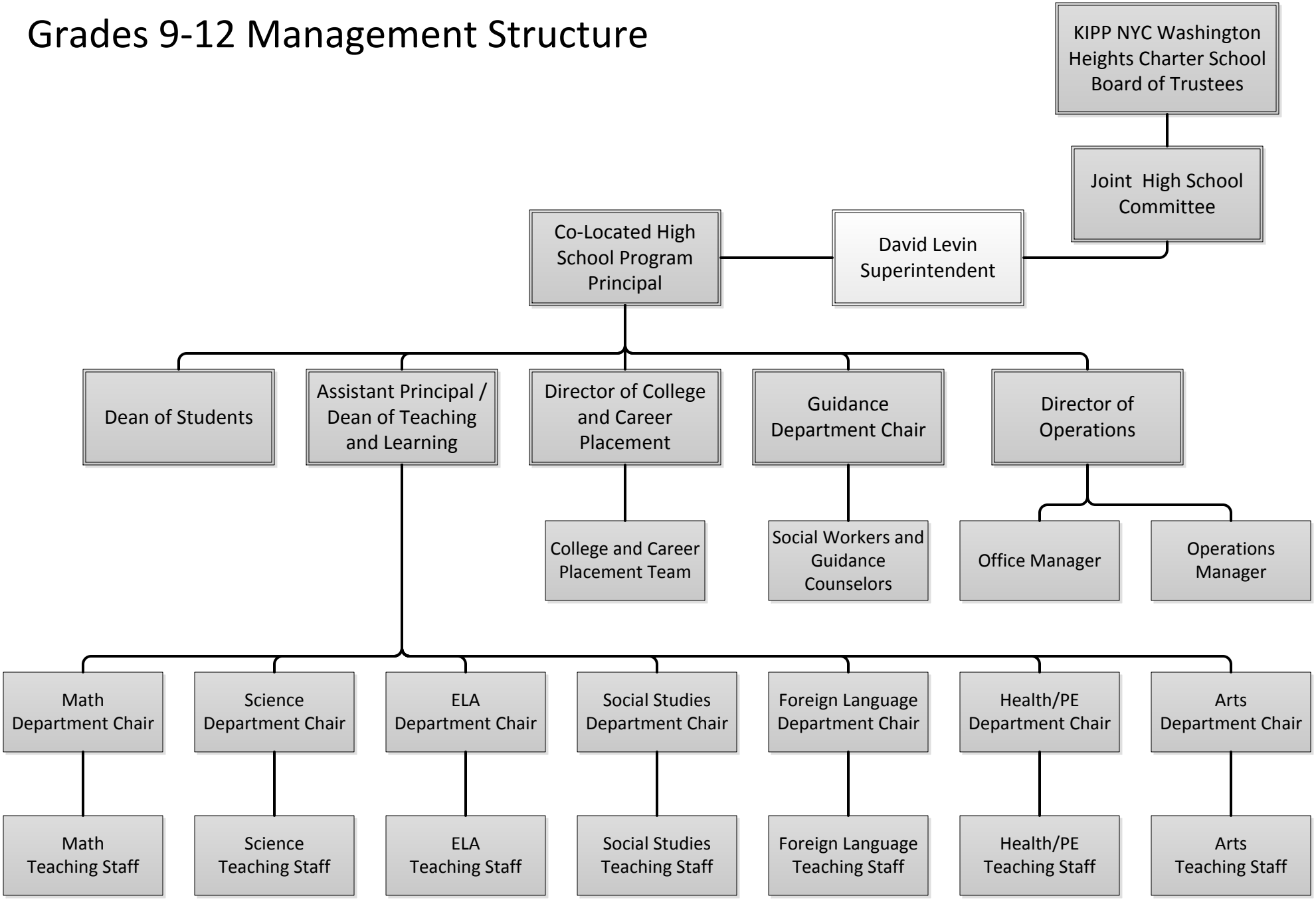
# Grades K-4 Management Structure



# Grades 5-8 Management Structure



# Grades 9-12 Management Structure



Attachment 11: KIPP NYC Washington Heights Academy (II)- Key Descriptions

Below please find a brief description of the roles and responsibilities of key administrators we propose to hire at each elementary, middle and high school campus. Full job descriptions with an extensive description of qualifications can be furnished upon request.

**School Principal:** The school principals of KIPP NYC Washington Heights Academy (I) and (II) will serve as the instructional leader of their school and will be appointed by the KIPP NYC Washington Heights Board of Trustees. He or she will be responsible for the management of the school to ensure that the terms of the charter are met. Specifically, the principal will be responsible for the following:

- Providing leadership and direction to staff (including Director of Operations, Office Manager, and all teachers)
- Hiring, evaluating, and terminating staff
- Administering scheduling, enrollment and curriculum
- Facilitating parent education and involvement
- Making formal reports to the Board of Trustees and charter entity
- Implementing and following policies and procedures
- Providing a safe environment for learning
- Ensuring proper budgeting, accounting, auditing, and financial planning
- Developing all curriculum and ensuring its alignment to NY State Learning Standards

**Director of Operations:** The Director of Operations will be a senior level staff person capable of managing the day-to-day financial and operational needs of the school. The Director of Operations and Finance will report directly to the school leader and will be responsible for:

- Purchasing all items the school needs and for Financial Management
- Data Management and Compliance: Management of all student information system processes, including all PowerSchool/PowerTeacher responsibilities relating to report cards, progress reports, scheduling, test score entry, annual setup, and staff training and support.
- Overseeing the annual student lottery and enrollment process.
- Test administration of all required NYS assessments
- Coordinating with KIPP NYC Human Resources team to ensure that school-based employees receive payroll and benefits in timely and accurate manner, including medical, dental, and retirement benefits.
- Helping to plan and manage logistics and preparations for school events and activities as needed, including but not limited to Saturday school, prom, graduation, year-end trips, and KIPP NYC Annual Event.
- Managing and overseeing the school's physical condition.

**Dean of Students:** The Dean of Students will be responsible for implementing the school-wide plan for creating a positive culture of behavior in the school, as well as being in charge of administering discipline in accordance with the discipline code. Specifically the Dean of Students will:

- Work with the principal to create and implement a school-wide advisory program in order to create a positive culture of behavior.
- Establish a professional rapport with students, staff, and families.
- Meet with parents regularly regarding student discipline and behavior issues.
- Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students.

**Dean of Teaching and Learning:** The Dean of Teaching and Learning will be responsible for providing coaching and professional development support to all teachers in the core content areas. The DTL will also be responsible for ensuring curriculum is aligned to state standards and that student achievement data is analyzed and used on a daily basis to inform instruction.

**Office Manager:** This position is responsible for overseeing and managing the school office, parent outreach and student records. This includes maintaining complete student files for each child, ensuring accurate and thorough data in multiple student information systems, and playing a critical role in the school's day-to-day operations.

**Teachers:** Duties and responsibilities include:

**Instruction**

- Create a year-long scope and sequence that is aligned to the New York State Standards
- Plan, structure, and execute daily lessons that are part of a larger unit of study
- Maintain a positive, effective, and rigorous classroom environment, including following up and following through with student discipline issues
- Compile and analyze data on student progress and achievement on a regular basis
- Celebrate student work on a regular basis, using Student Work Celebration Centers as well as other methods
- Organize, archive, and update lesson materials on a regular basis
- Share lesson materials and participate in observation/feedback sessions with deans and principals

**Operations**

- Assist in all assigned day-to-day operations for grade level
- Attend and actively participate in breakfast duty, lunch duty, snack, dismissal duty, and transitions, when assigned

**Professionalism and Teamwork**

- Attend all relevant meetings (i.e. grade level team meetings, paycheck meetings, staff meetings)
- Model professionalism at all times with children and staff, e.g. report to work on time, complete work by assigned deadlines, adhere to staff dress code, etc.
- Work as an active member of the grade-level, content-level and school-wide team, doing whatever it takes to ensure our students' needs are met.
- Demonstrate a commitment to teacher professional development by showing interest in and attending appropriate PD sessions

**Family Involvement**

- Collaborate with team to plan/execute grade-level family meetings and events
- Communicate with families on a frequent basis, including but not limited to phone calls, home visits, and conferences (both individual and school-wide)

**Special Education Coordinator:** The primary role of the special education job coordinator will be to ensure effective communication with the CSE and amongst school team members regarding our students with special needs. Duties and responsibilities include:

- Attend weekly one-on-one meetings with the Dean of Teaching and Learning
- Coordinate annual review meetings for all currently classified students with CSE liaison and parent.
- If there are discrepancies on an IEP, contact liaison for clarification.
- Draft letters to CSE notify that student is enrolled at KIPP, request/referral for testing (include specific details regarding the students' area(s) of difficulty), requesting additional testing and/or change of program for currently classified student.
- Create separate files for all students currently involved with the CSE. These include currently classified students, newly classified students and students currently being referred for testing. These files should be kept in a locked file cabinet.
- Ensure that IEPs and 504s are current and ensure that all service providers have current copies of IEPs. Update IEP and 504 information in Powerschool as it is received (as new meetings occur and new students are added) and/or on a monthly basis. Send any changes/updates to Director of Operations. These are included in monthly reports.
- Request new goals from teachers and related service providers.

- Check CAP and make sure that all information for classified students has been entered correctly If information is incorrect, contact CSE liaison.
- Update and distribute IEP report cards to grade levels at least one week before report cards are handed out each quarter.
- Serve as point person for outside service providers. This includes creating a master schedule and alternate schedules when necessary (testing, shows, trips, etc.).

**School Social Worker:** The primary role of the school social worker will be to demonstrate a relentless drive to improve the minds and lives of KIPP students in and out of school. And provide direct services to the school community including:

- Identifying and training others to identify students and family members who may benefit from regular one-on-one counseling or group counseling;
- Providing regular one-on-one counseling or group counseling to students and families;
- Providing crisis intervention as needed;

Manage all aspects of the referral process for social services and special education services including:

- Conducting regular assessments of current and emerging student and family needs;
- Using needs-assessments to identify and cultivate internal and external resources and services;
- Referring individuals and families to external resources and services;
- Monitoring and facilitating the delivery of external resources and services;
- Evaluating impact and quality of external resources and services;
- Administering records, documentation, and other compliance activities;

Design and coordinate family-engagement and family-education activities including:

- Home visits for newly enrolled and current students, as appropriate;
- Workshops to educate families, staff, and/or students on specific issues;
- Pot Lucks, Family Nights, and other community-building events.
- Implement and enhance the school's systems and culture;

In addition:

- Provide consistent rewards and/or consequences for student behavior to ensure that students observe the school's core values, high expectations, and strict code of conduct;
- Communicate effectively with students, families, and colleagues;
- Respond to family concerns promptly and effectively;
- Commit to professional growth;
- Participate actively in department meetings, faculty meetings, and other meetings; and
- Share responsibility for grade-level and school-wide activities.

**Director of College and Career Placement:** A position shared by the High School and KIPP Through College (KTC), main duties and responsibilities center around developing and implementing a comprehensive strategy which will allow KTC to reach its goals of matriculating at least 85% of KIPP NYC alumni to college by:

- Identifying partnering organizations;
- Assessing resources and opportunities provided by KTC and by schools and other partners;
- Using KTC alumni data and external research to drive planning;
- Developing goals and metrics for KTC's College Placement and Support efforts;
- Implementing supports to ensure that all students who are placed actually enroll in college.

Work with the Alumni Dean for High School to deliver college placement and college financial aid services to high school juniors and seniors by:

- Creating curriculum for school year and summer programs;
- Building relationships with high school college counselors;
- Facilitating group interviews, visits, and information sessions with college admissions offices;
- Providing one on one counseling to high school seniors;

- Leading workshop sessions (weekday, weekend, and summer) to support the college application and financial aid process;
- Matching students with scholarship opportunities and guide them through the process.

Manage a cluster of local high schools or colleges with a caseload of alumni and support the retention of these alumni through tracking and helping to resolve academic, financial, and social issues, by:

- Assisting students with class selection, registration, and financial aid renewal;
- Staying in continuous contact with alumni in caseload in order to monitor their progress and troubleshoot challenges;
- Working with Counseling Team to support students with challenging personal or social situations;
- Creating individual life plans for alumni to help them track their goals and progress;
- Fulfilling all school cluster advisor duties, including building relationships with cluster schools, conducting school visits, and collecting student data forms, transcripts, and other information.

**KIPP NYC Managing Director (description for both MD of Middle Schools and MD of Elementary Schools):**
The KIPP NYC Managing Directors for Middle School and Elementary Schools will be responsible for providing support and coaching to school leaders. The Managing Directors will serve on the KIPP NYC leadership team, responsible for setting the overall direction and strategy for all KIPP NYC programming.

- Support principals in continually aligning school programs with the mission, beliefs, priorities, and initiatives of KIPP NYC
- Support the development of principals, and supports them in the development of their staff members
- Institute strong accountability systems and professional development opportunities
- Keep informed of current curricular and educational thoughts, trends, and practices, as well as proposed legislation impacting the schools; informs principals of significant developments in these areas
- Work with the principals to develop and implement long range plans for curriculum, instructional evaluation, and school improvement
- Ensure that the principals have a clear plan for improvement of instruction and school culture
- Engage principals in quarterly academic program analysis as well as managing long-term and annual middle school planning
- Serve as a thought partner to direct reports as they lead their respective teams; coach and support direct reports to address their key roles and responsibilities
- Build a strong, cohesive team culture that reflects core KIPP NYC values
- Work in collaboration with the Executive Director of School Programs to hire middles school principals who embody the mission and beliefs of KIPP NYC
- Recommend to the KIPP NYC Executive Director of School Programs, system-wide goals, and monitors and reports back to the Executive Director, at least quarterly, on the progress toward achieving the goals
- Work with school principals to ensure that KIPP NYC SST receives the information and materials needed
- Review quarterly school reports completed by the middle and elementary school principals to ensure that they meet Board requirements
- Work with the Executive Director of School Programs to approve and authorize legal contracts that relate to the middle schools
- Ensure principals have clearly articulated plans for daily operations and implementation of student services, including support services, discipline and management, and crisis intervention

**Executive Director of KIPP NYC Programs:** The Executive Director of KIPP NYC Programs is responsible for the management and long-term sustainability of all KIPP NYC elementary, middle and high schools reporting to the Superintendent. The Executive Director also serves on the KIPP NYC leadership team, responsible for setting the overall direction and strategy for all KIPP NYC programming.

- Supervises middle and elementary school principals through the Managing Directors of Middle Schools and Elementary School in continually aligning school programs with the mission, beliefs, priorities, and initiatives of KIPP NYC
- Supervises development of all principals, and supports them in the development of their staff
- Institutes strong accountability systems and professional development opportunities for all schools
- Ensures that the principals have a clear plan for improvement of instruction and school culture
- Implements practices to appropriately recognize and reward excellence and effectively address poor performance
- Participates in KIPP NYC leadership team that sets and oversees the strategy for all KIPP NYC programming and informs and advises leadership team about the programs, practices, and challenges of the all schools
- Works with KIPP NYC leadership to develop a vision and a comprehensive long-range plan as it relates to the actions of all schools
- Works with KIPP NYC SST to ensure that all of the development, operations, technology, HR, and finance needs of the schools are met
- Liaises with external stakeholders, donors, SED, SUNY, DOE, and other third party constituencies
- Recommends to the KIPP NYC Superintendent system-wide goals, and monitors and reports back to the Superintendent, at least quarterly, on the progress toward achieving the goals
- Works with the KIPP NYC Superintendent to approve and authorize legal contracts that relate to schools

**KIPP NYC Superintendent:** The specific duties and responsibilities of the Superintendent are as follows:

- Supervise all KIPP NYC programming including KIPP Academy, KIPP STAR, KIPP AMP, KIPP Infinity, KIPP NYC Washington Heights Academy (I) and (II), KIPP Through College, and the KIPP NYC Shared Services Team, including managing all direct reports
- Serve as a resource to School Leaders and staff regarding best instructional practices
- Responsible for driving professional development for KIPP NYC leadership and staff
- Work collaboratively with School Leaders and Executive Director of KIPP NYC Programs to proactively address issues before they escalate into problems
- Manage conflicts and concerns originating at the school sites or in the community
- Serve as liaison to NYC Department of Education, SUNY, and State Education Dept.
- Responsible for driving and building KIPP NYC culture
- Work with the Board of Trustees and School Leaders to develop and implement a long-term strategic plan for each school
- Build a strong coalition of support for the region (beyond the Board) including: funders, community leaders and advocates, and local and state officials
- Build succession planning into each leadership position
- Identify and cultivate successful KIPP school leader candidates

**KIPP NYC is a network of free, open-enrollment, college-preparatory public schools with a track record of successfully equipping students with the character and academic skills necessary to succeed in college and beyond.**

## EXTRAORDINARY TEACHERS & INSPIRATIONAL LEADERS

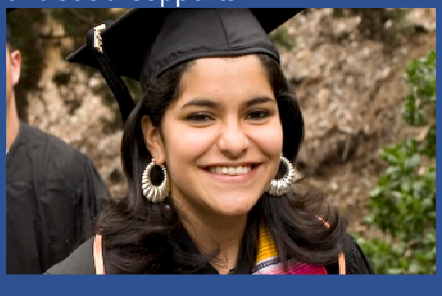
We invest in the entrepreneurial spirit of our principals and teachers, granting flexibility and autonomy to drive instructional innovation.

## FOCUS ON CHARACTER

We believe that lifelong success depends on character. We focus as much on developing resiliency, social intelligence and positive outlooks as we do on academics.

## K-16 CONTINUUM

Our alumni program, KIPP Through College, encourages our students' persistence through college by providing comprehensive academic and social supports.



## KIPP NYC ACADEMIC RESULTS (2009-2010)

- **95%** of students have graduated high school (**nearly 2X** the rate for low-income students across NYC)
- **88%** of students have matriculated to college (**more than 2X** the national rate for low-income students)
- **31%** of students graduate college (**4X the rate** of low-income students nationally)
- **76%** of middle school students met or exceeded proficiency in math in 2010, besting state averages by 15 points and community peers by 39 points
- **51%** of middle school students met or exceeded reading proficiency in 2010, outperforming community peers by 27 points and equaling state averages

## Five Pillars serve as the guiding principles for all KIPP NYC schools.

**1 HIGH EXPECTATIONS**
KIPP has clear, measurable, and high expectations for academic achievement and conduct that make no excuses based on the students' backgrounds. Students, staff, and families build a strong culture of achievement.

**2 CHOICE & COMMITMENT**
Students, families, and teachers all commit to a college-prep education. Everyone makes a commitment to the school and to each other to put in the time and effort required to achieve success.

**3 MORE TIME**
With an extended school day, week, and year, students have more time in the classroom to acquire the academic knowledge and skills that will prepare them for competitive high schools and colleges, as well as offer more opportunities to engage in diverse extracurricular experiences.

**4 POWER TO LEAD**
Great schools start with great educators. KIPP school leaders have control over their school budgets and personnel. They are free to swiftly move dollars or make staffing changes, allowing them maximum effectiveness in helping students learn.

**5 FOCUS ON RESULTS**
KIPP schools relentlessly focus on high student performance on standardized tests and other objective measures. Students are expected to achieve at a level of academic performance that will enable them to succeed at the nation's best high schools and colleges.

# KIPP NYC Dashboard

### Schools and Growth

- 1,739 students across 7 schools
- 708 alumni served in KIPP Through College
- Growing to serve almost 5,000 students within 10 years

### Financial Model

- Annual Budget of $36.4M
- 68% is funded through public dollars

### Student Demographics

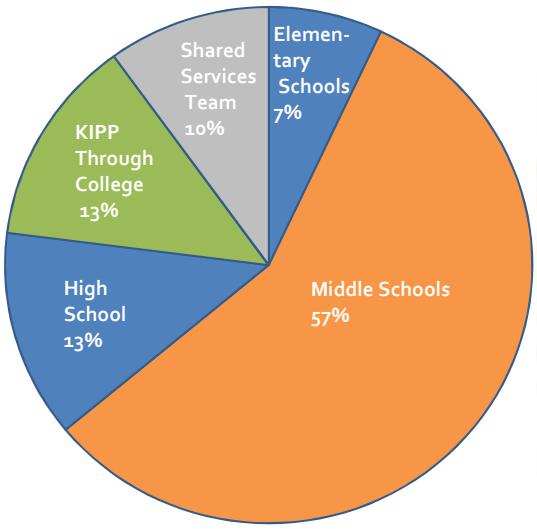
- 99% African-American and Latino
- 83% qualify for free and reduced priced lunch
- 100% accepted through blind lottery

### Teacher Demographics

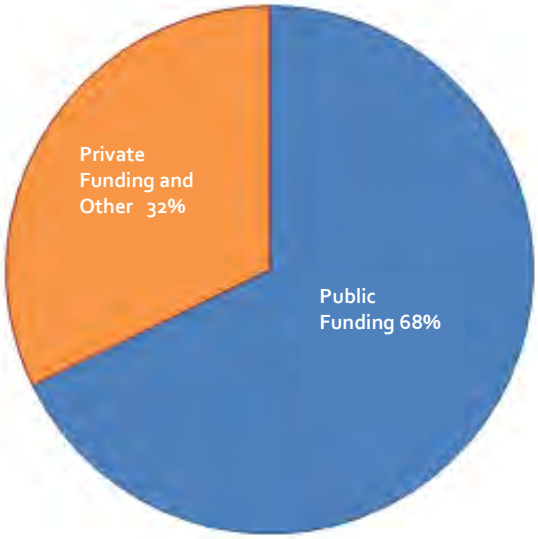
- Average of 6 years of teaching experience

# KIPP NYC Financials

**FY11 Annual Budget= $36.4M**

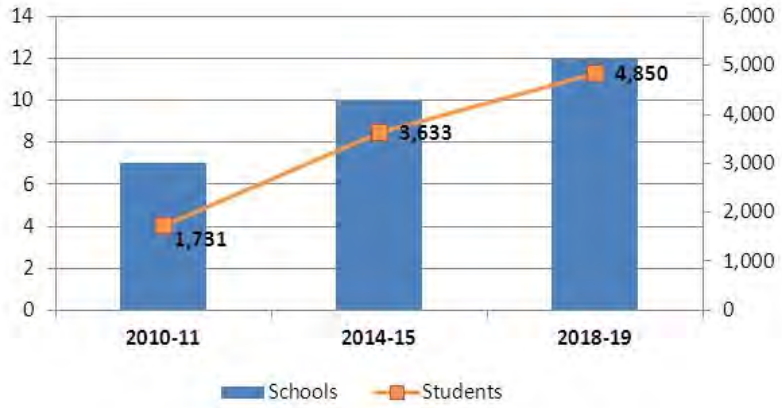



Expenses




Revenue

# KIPP NYC Growth Plan




Learn about us. Partner with us. Join us. Visit www.kippnyc.org.

Attachment 13: KIPP NYC Washington Heights Academy (II)- Contact List of other KIPP NYC schools

KIPP NYC currently operates four charter schools in Harlem (CSD 5), South Bronx (CSD 7) and Crown Heights, Brooklyn (CSD 17). While each of these charter schools have been approved to serve students in grades Kindergarten through 12th grade, they are each currently still in the process of expanding. Additionally, each grade span (elementary, middle and high) operates in different locations and are managed by different school leaders. Below we provide contact information for our four charter schools: KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP and their locations across the city.

| School Name | Current Grade Span | Principal | Contact Information |
|---|---|---|---|
| KIPP Academy middle school | 5th-8th | Blanca Ruiz | 250 E 156th Street, 4th Floor, Bronx, New York 10451 |
| KIPP Academy elementary school | Kindergarten and 1st | Carolyn Petruzziello & Steve Ajani | 730 Concourse Village West, Tower D, Bronx, New York, 10451 |
| KIPP STAR middle school | 5th-8th | Orpheus Williams | 433 W. 123rd Street, New York, NY, 10027 |
| KIPP Infinity middle school | 5th-8th grade | Joseph Negron | 625 W. 133rd Street, 3rd Floor, New York, NY 10027 |
| KIPP Infinity elementary school | Kindergarten | Lindsay Fry and Stephanie Adams | 625 W. 133rd Street, 3rd Floor, New York, NY 10027 |
| KIPP AMP middle school | 5th-8th grade | Ky Adderly | 1224 Park Place, 4th Floor, Brooklyn, New York, 11213 |
| KIPP NYC College Prep high school program (co-located high school serving students from KIPP Academy, KIPP STAR, KIPP Infinity and KIPP AMP) | 9th and 10th grade | Natalie Webb | 730 Concourse Village West, Tower D, Bronx, New York, 10451 (temporary location) |

# KIPP Academy

## Grades 3 – 8 State ELA Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | 11 | 44 | 34 | 10 | 2 | 49 | 47 | 2 | 0 | 40 | 45 | 15 | 2 | 30 | 57 | 11 |
| General Education Students | 12 | 42 | 33 | 11 | 0 | 48 | 49 | 2 | 0 | 36 | 47 | 17 | 2 | 26 | 60 | 12 |
| Special Education Students | 0 | 60 | 40 | 0 | 20 | 60 | 20 | 0 | 0 | 67 | 33 | 0 | 0 | 67 | 33 | 0 |
| **2008-09 – All Students** | 0 | 33 | 64 | 3 | 0 | 12 | 80 | 9 | 0 | 9 | 83 | 8 | 0 | 2 | 84 | 14 |
| General Education Students | 0 | 25 | 71 | 3 | 0 | 7 | 82 | 11 | 0 | 7 | 84 | 9 | 0 | 2 | 82 | 16 |
| Special Education Students | 0 | 73 | 27 | 0 | 0 | 31 | 69 | 0 | 0 | 29 | 71 | 0 | 0 | 0 | 100 | 0 |
| **2007-08 – All Students** | 0 | 25 | 70 | 5 | 0 | 29 | 68 | 3 | 0 | 13 | 85 | 2 | 0 | 33 | 65 | 2 |
| General Education Students | 0 | 20 | 73 | 7 | 0 | 21 | 75 | 4 | 0 | 10 | 88 | 2 | s | s | s | s |
| Special Education Students | 0 | 43 | 57 | 0 | 0 | 78 | 22 | 0 | 0 | 40 | 60 | 0 | s | s | s | s |

## Grades 3 – 8 State Math Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | 1 | 27 | 44 | 28 | 0 | 19 | 41 | 38 | 0 | 15 | 37 | 48 | 0 | 19 | 52 | 29 |
| General Education Students | 0 | 27 | 42 | 30 | 0 | 14 | 44 | 40 | 0 | 11 | 36 | 53 | 0 | 14 | 54 | 32 |
| Special Education Students | 20 | 20 | 60 | 0 | 0 | 80 | 0 | 20 | 0 | 33 | 44 | 22 | 0 | 67 | 33 | 0 |
| **2008-09 – All Students** | 1 | 3 | 53 | 43 | 0 | 1 | 55 | 43 | 0 | 0 | 58 | 42 | 0 | 4 | 72 | 24 |
| General Education Students | 0 | 2 | 51 | 47 | 0 | 2 | 52 | 46 | 0 | 0 | 54 | 46 | 0 | 2 | 71 | 27 |
| Special Education Students | 9 | 9 | 64 | 18 | 0 | 0 | 69 | 31 | 0 | 0 | 86 | 14 | 0 | 20 | 80 | 0 |
| **2007-08 – All Students** | 1 | 5 | 54 | 39 | 0 | 0 | 56 | 44 | 0 | 8 | 47 | 45 | 0 | 6 | 82 | 12 |
| General Education Students | 0 | 5 | 52 | 43 | 0 | 0 | 53 | 47 | 0 | 2 | 48 | 50 | s | s | s | s |
| Special Education Students | 7 | 7 | 64 | 21 | 0 | 0 | 78 | 22 | 0 | 60 | 40 | 0 | s | s | s | s |

# KIPP AMP

## Grades 3 – 8 State ELA Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | **27** | **46** | **23** | **4** | **11** | **65** | **24** | **0** | **5** | **43** | **50** | **2** | **6** | **56** | **35** | **4** |
| General Education Students | **22** | **45** | **28** | **5** | **10** | **66** | **24** | **0** | **2** | **39** | **57** | **2** | **4** | **52** | **39** | **4** |
| Special Education Students | **44** | **50** | **6** | **0** | **15** | **62** | **23** | **0** | **22** | **67** | **11** | **0** | **17** | **83** | **0** | **0** |
| **2008-09 – All Students** | **0** | **36** | **62** | **2** | **0** | **19** | **79** | **1** | **0** | **6** | **85** | **9** | **0** | **21** | **75** | **4** |
| General Education Students | **0** | **36** | **61** | **3** | **0** | **14** | **84** | **2** | **0** | **2** | **87** | **11** | **0** | **20** | **76** | **4** |
| Special Education Students | **0** | **36** | **64** | **0** | **0** | **45** | **55** | **0** | **0** | **33** | **67** | **0** | **0** | **33** | **67** | **0** |
| **2007-08 – All Students** | **0** | **25** | **69** | **6** | **0** | **24** | **73** | **3** | **0** | **11** | **88** | **2** | | | | |
| General Education Students | **0** | **21** | **72** | **7** | **0** | **21** | **75** | **4** | **0** | **10** | **88** | **2** | | | | |
| Special Education Students | **0** | **50** | **50** | **0** | **0** | **50** | **50** | **0** | **0** | **20** | **80** | **0** | | | | |

## Grades 3 – 8 State Math Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | 15 | 59 | 22 | 5 | 9 | 44 | 33 | 13 | 5 | 33 | 36 | 26 | 4 | 37 | 48 | 12 |
| General Education Students | 9 | 56 | 28 | 6 | 10 | 39 | 36 | 16 | 4 | 25 | 41 | 31 | 2 | 33 | 52 | 13 |
| Special Education Students | 33 | 67 | 0 | 0 | 8 | 69 | 23 | 0 | 11 | 78 | 11 | 0 | 17 | 67 | 17 | 0 |
| **2008-09 – All Students** | 2 | 17 | 75 | 5 | 0 | 18 | 71 | 11 | 0 | 9 | 62 | 28 | 0 | 2 | 79 | 20 |
| General Education Students | 1 | 19 | 73 | 6 | 0 | 11 | 76 | 13 | 0 | 9 | 60 | 32 | 0 | 0 | 80 | 20 |
| Special Education Students | 7 | 7 | 86 | 0 | 0 | 55 | 45 | 0 | 0 | 17 | 83 | 0 | 0 | 17 | 67 | 17 |
| **2007-08 – All Students** | 0 | 10 | 70 | 19 | 2 | 21 | 58 | 19 | 0 | 0 | 40 | 60 | | | | |
| General Education Students | 0 | 5 | 72 | 23 | 2 | 20 | 57 | 21 | 0 | 0 | 40 | 60 | | | | |
| Special Education Students | 0 | 40 | 60 | 0 | 0 | 33 | 67 | 0 | 0 | 0 | 40 | 60 | | | | |

# KIPP Infinity

## Grades 3 – 8 State ELA Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | 5 | 48 | 37 | 10 | 1 | 55 | 42 | 3 | 0 | 34 | 55 | 11 | 0 | 46 | 53 | 2 |
| General Education Students | 2 | 45 | 42 | 12 | 2 | 50 | 46 | 3 | 0 | 30 | 57 | 13 | 0 | 41 | 57 | 2 |
| Special Education Students | 21 | 64 | 14 | 0 | 0 | 82 | 18 | 0 | 0 | 56 | 44 | 0 | 0 | 75 | 25 | 0 |
| **2008-09 – All Students** | 1 | 31 | 65 | 2 | 0 | 0 | 88 | 12 | 0 | 3 | 92 | 5 | 0 | 3 | 94 | 3 |
| General Education Students | 0 | 29 | 68 | 3 | 0 | 0 | 87 | 13 | 0 | 0 | 94 | 6 | 0 | 3 | 94 | 3 |
| Special Education Students | 6 | 41 | 53 | 0 | 0 | 0 | 100 | 0 | 0 | 20 | 80 | 0 | | | | |
| **2007-08 – All Students** | 0 | 28 | 68 | 4 | 0 | 11 | 89 | 0 | 0 | 1 | 90 | 9 | | | | |
| General Education Students | 0 | 26 | 70 | 4 | 0 | 9 | 91 | 0 | s | s | s | s | | | | |
| Special Education Students | 0 | 43 | 57 | 0 | 0 | 22 | 78 | 0 | s | s | s | s | | | | |

## Grades 3 – 8 State Math Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| **2009-10 – All Students** | 3 | 20 | 62 | 16 | 2 | 10 | 43 | 46 | 0 | 8 | 48 | 45 | 0 | 16 | 74 | 11 |
| General Education Students | 0 | 15 | 66 | 19 | 0 | 12 | 42 | 46 | 0 | 2 | 50 | 48 | 0 | 12 | 76 | 12 |
| Special Education Students | 14 | 43 | 43 | 0 | 9 | 0 | 46 | 46 | 0 | 44 | 33 | 22 | 0 | 38 | 63 | 0 |
| **2008-09 – All Students** | 1 | 1 | 54 | 43 | 0 | 1 | 49 | 49 | 0 | 0 | 36 | 64 | 0 | 0 | 60 | 40 |
| General Education Students | 0 | 2 | 53 | 45 | 0 | 2 | 45 | 53 | 0 | 0 | 27 | 73 | 0 | 0 | 60 | 40 |
| Special Education Students | 6 | 0 | 59 | 35 | 0 | 0 | 78 | 22 | 0 | 0 | 80 | 20 | | | | |
| **2007-08 – All Students** | 0 | 0 | 66 | 34 | 0 | 2 | 51 | 48 | 0 | 0 | 33 | 67 | | | | |
| General Education Students | 0 | 0 | 69 | 31 | 0 | 0 | 46 | 54 | s | s | s | s | | | | |
| Special Education Students | 0 | 0 | 43 | 57 | 0 | 11 | 78 | 11 | s | s | s | s | | | | |

# KIPP STAR

## Grades 3 – 8 State ELA Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| 2009-10 – All Students | 12 | 49 | 32 | 7 | 9 | 58 | 32 | 1 | 4 | 68 | 28 | 0 | 4 | 59 | 35 | 2 |
| General Education Students | 8 | 50 | 34 | 7 | 2 | 55 | 42 | 2 | 3 | 67 | 31 | 0 | 0 | 57 | 41 | 2 |
| Special Education Students | 27 | 47 | 20 | 7 | 33 | 67 | 0 | 0 | 12 | 75 | 13 | 0 | 22 | 67 | 11 | 0 |
| 2008-09 – All Students | 0 | 23 | 72 | 5 | 0 | 23 | 75 | 2 | 0 | 19 | 79 | 2 | 0 | 10 | 90 | 0 |
| General Education Students | 0 | 20 | 74 | 6 | 0 | 18 | 79 | 3 | 0 | 15 | 83 | 2 | 0 | 9 | 91 | 0 |
| Special Education Students | 0 | 38 | 62 | 0 | 0 | 40 | 60 | 0 | 0 | 40 | 60 | 0 | 0 | 20 | 80 | 0 |
| 2007-08 – All Students | 0 | 35 | 63 | 1 | 0 | 30 | 67 | 3 | 0 | 22 | 77 | 1 | 0 | 46 | 52 | 2 |
| General Education Students | 0 | 26 | 72 | 2 | 0 | 27 | 70 | 4 | 0 | 20 | 79 | 2 | 0 | 40 | 58 | 2 |
| Special Education Students | 0 | 67 | 33 | 0 | 0 | 43 | 57 | 0 | 0 | 38 | 63 | 0 | 0 | 100 | 0 | 0 |

## Grades 3 – 8 State Math Assessments Results

| *Year of Test* | Grade 5 | | | | Grade 6 | | | | Grade 7 | | | | Grade 8 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 | L1 | L2 | L3 | L4 |
| 2009-10 – All Students | 5 | 31 | 52 | 12 | 1 | 16 | 40 | 43 | 2 | 15 | 59 | 24 | 4 | 35 | 53 | 8 |
| General Education Students | 2 | 33 | 52 | 13 | 0 | 7 | 39 | 54 | 0 | 18 | 55 | 26 | 0 | 31 | 60 | 10 |
| Special Education Students | 20 | 20 | 53 | 7 | 6 | 44 | 44 | 6 | 13 | 0 | 75 | 13 | 22 | 56 | 22 | 0 |
| 2008-09 – All Students | 4 | 24 | 60 | 12 | 0 | 10 | 57 | 33 | 0 | 3 | 58 | 39 | 0 | 5 | 73 | 22 |
| General Education Students | 0 | 19 | 66 | 15 | 0 | 7 | 52 | 41 | 0 | 3 | 56 | 41 | 0 | 3 | 74 | 22 |
| Special Education Students | 20 | 40 | 40 | 0 | 0 | 21 | 79 | 0 | 0 | 0 | 75 | 25 | 0 | 17 | 67 | 17 |
| 2007-08 – All Students | 0 | 5 | 68 | 27 | 0 | 6 | 65 | 29 | 0 | 2 | 73 | 25 | 0 | 2 | 93 | 5 |
| General Education Students | 0 | 6 | 67 | 27 | 0 | 3 | 62 | 36 | 0 | 2 | 68 | 30 | 0 | 2 | 93 | 5 |
| Special Education Students | 0 | 0 | 77 | 23 | 0 | 20 | 80 | 0 | 0 | 0 | 100 | 0 | 0 | 0 | 100 | 0 |

***Note:*** *The "s" symbol indicated that data for a group of students have been suppressed. If a group has fewer than five students, data for that group and the next smallest group(s) are suppressed to protect the privacy of individual students*

# KIPP NYC Consolidated Audit Summary
## July 1, 2009 - June 30, 2010

| | | KNYI |
|---|---|---|
| **REVENUES:** | | |
| OPERATING REVENUES | | |
| Contributions & Other Grants | | |
| Foundations - Unrestricted | | 58,142 |
| Foundations - Temporarily Restricted | | 2,274,968 |
| Corporations - Unrestricted | | 804,251 |
| Corporations - Temporarily Restricted | | - |
| Individuals - Unrestricted | | 1,314,906 |
| Individuals - Temporarily Restricted | | 113,230 |
| Other | | 512 |
| Intercompany Transfers | | - |
| Total Contributions & Other Grants | | 4,566,009 |
| State & Local Per Pupil Operating Revenue | | - |
| Government Grants & Contracts | | - |
| Revenue from Services Rendered[1] | | 1,790,794 |
| **Total Operating Revenues** | | **6,356,803** |
| OTHER REVENUES | | |
| Interest & Other Income | | 35,002 |
| Realized Gain/Loss | | - |
| **Total Other Revenues** | | **35,002** |
| **TOTAL REVENUES** | **$** | **6,391,805** |
| **EXPENSES:** | | |
| OPERATING EXPENSES | | |
| Salaries | | 1,620,402 |
| Payroll Taxes and Employee Benefits | | 346,390 |
| Equipment, Maintenance & Building | | 30,135 |
| Litigation & Legal Fees | | 118,299 |
| Professional Fees | | 29,367 |
| Contracted Services - Other | | 68,980 |
| Supplies | | 22,559 |
| Instructional Materials | | 1,582 |
| Academic Programming | | 429,473 |
| Telephone and Internet | | 1,104 |
| Insurance | | 5,658 |
| Food | | 2,485 |
| Field Lessons & Student Trips | | 14,581 |
| Staff Development | | 94,955 |
| Accounting Fees | | 1,775 |
| Bank & Other Fees | | 12,178 |
| Membership & Subscription Fees | | 341 |
| Special Events | | 137,360 |
| Grants to KIPP NYC entities[2] | | 1,055,000 |
| KIPP to College | | 27,342 |
| Depreciation & Amortization | | - |
| **Total Operating Expenses** | **$** | **4,019,966** |
| SUPPORTING SERVICES | | |
| Management & General[3] | | 2,949,895 |
| Fundraising | | 485,860 |
| **Total Supporting Services** | **$** | **3,435,755** |
| **TOTAL EXPENSES** | **$** | **7,455,721** |
| **Change in Net Assets** | | **(1,063,916)** |
| **Net Assets - Beginning of Year** | | **4,884,757** |
| **Net Assets - End of Year** | | **3,820,841** |

[1] Revenue from services rendered includes revenue for SST through fees paid by th

[2] Includes intercompany transfers made from KIPP New York, Inc. to other KIPP NY

[3] Management & General includes SST fee expenses incurred by the KIPP NYC scho

**KIPP NYC Consolidated Auditor's Report**
**July 1, 2008 - June 30, 2009**

| | | KNYI |
|---|---|---|
| REVENUES: | | |
| Contributions and grants - cash | | |
| Foundations - Unrestricted | $ | 1,436,672 |
| Foundations - Temporarily Restricted | $ | 1,858,500 |
| Corporations - Unrestricted | $ | 28,500 |
| Corporations - Temporarily Restricted | $ | - |
| Individuals - Unrestricted | $ | 2,566,354 |
| Individuals - Temporarily Restricted | $ | 78,500 |
| Other -Temporarily Restricted | $ | 262,400 |
| Total Contributions and grants - cash | $ | 6,230,926 |
| Interest and other income - net | $ | 35,866 |
| Donated services | $ | 62,818 |
| Realized (loss) gain on marketable securities | $ | - |
| Net Assets released from restrictions - Unrestricted | $ | 2,099,533 |
| Net Assets released from restrictions - Temporarily Restricted | $ | (2,099,533) |
| **Total Other Revenue** | **$** | **6,329,610** |
| **Total Revenue** | **$** | **7,766,282** |
| EXPENSES: | | |
| Operating Expenses | | |
| Salaries | $ | 515,469 |
| Payroll taxes and employee benefits | $ | 91,766 |
| Equipment and maintenance | $ | 4,738 |
| Contracted services - other | $ | 6,309 |
| Professional fees | $ | 64,818 |
| Supplies | $ | 21,487 |
| Instructional materials | $ | - |
| Telephone and Internet | $ | (3,164) |
| Insurance | $ | 3,128 |
| Food | $ | 2,971 |
| Field lessons | $ | - |
| Academic programming | $ | - |
| Staff development | $ | 21,506 |
| Student trips | $ | 5,140 |
| Special Events | $ | 101,527 |
| Fees | $ | - |
| Licensing fee | $ | - |
| Legal Fees | $ | 174,377 |
| Bank and Other Fees | $ | 20,974 |
| Accounting Fees | $ | (417) |
| Membership and Subscription Fees | $ | 606 |
| Grants to KIPP NYC entities | $ | 3,559,635 |
| Grants to KIPP Opportunity Fund | $ | 352,298 |
| Depreciation and amortization | $ | - |
| **Total Operating Expenses** | **$** | **4,943,168** |
| Support Services | | |
| Management and general | $ | 442,815 |
| Fundraising | $ | 336,325 |
| **Total Support Services** | **$** | **779,140** |
| **Total Expenses** | **$** | **5,722,308** |
| **Change in Net Assets** | **$** | **607,302** |
| **Net Assets at Beginning of Year** | **$** | **4,277,455** |
| **Net Assets at End of Year** | **$** | **4,884,757** |

## KIPP NYC Consolidated Auditor's Report
## July 1, 2007 - June 30, 2008

| | | KNYI |
|---|---|---|
| REVENUES: | | |
| Contributions and grants - cash | | |
| Foundations - Unrestricted | $ | 1,330,206 |
| Foundations - Temporarily Restricted | $ | 1,741,835 |
| Corporations - Unrestricted | $ | 122,133 |
| Corporations - Temporarily Restricted | $ | 22,500 |
| Individuals - Unrestriced | $ | 751,716 |
| Individuals - Temporarily Restricted | $ | 28,975 |
| Total Contributions and grants - cash | $ | 3,997,365 |
| | | |
| Interest and other income - net | $ | 102,240 |
| Donated services | $ | 79,850 |
| Realized (loss) gain on marketable securities | $ | - |
| Net Assets released from restrictions - Unrestricted | $ | 2,493,550 |
| Net Assets released from restrictions - Temporarily Restricted | $ | (2,493,550) |
| **Total revenue** | **$** | **4,179,455** |
| | | |
| EXPENSES: | | |
| Operating Expenses | | |
| Salaries | $ | - |
| Payroll taxes and employee benefits | $ | - |
| Equipment and maintenance | $ | - |
| Contracted services - other | $ | - |
| Professional fees | $ | - |
| Supplies | $ | - |
| Instructional materials | $ | - |
| Telephone and Internet | $ | - |
| Insurance | $ | - |
| Food | $ | - |
| Field lessons | $ | - |
| Academic program | $ | - |
| Staff development | $ | 47,372 |
| Student trips | $ | - |
| Alumni tuition | $ | - |
| Educational support | $ | - |
| Internship program | $ | - |
| Life support | $ | - |
| Fees | $ | - |
| Licensing fee | $ | - |
| Grants to KIPP NYC entities | $ | 3,109,215 |
| Grants to KIPP Opportunity Fund | $ | 302,776 |
| Miscellaneous | $ | - |
| Depreciation and amortization | $ | - |
| **Total operating expenses** | **$** | **3,459,363** |
| | | |
| Support Services | | |
| Management and general | $ | 94,222 |
| Fundraising | $ | 28,383 |
| **Total support services** | **$** | **122,605** |
| | | |
| **Total expenses** | **$** | **3,581,968** |
| **Change in net assets** | **$** | **597,487** |
| **Net assets at beginning of year** | **$** | **3,679,968** |
| **Net assets at end of year** | **$** | **4,277,455** |

## KIPP NYC SOP 2007 - 2008

| | | KNYI |
|---|---|---|
| **Assets** | | |
| Cash | | 3,645,897 |
| Grants and Contracts Receiveable | | 1,116,299 |
| Equipment | | - |
| Prepaid Expenses and Other Assets | | 38,200 |
| Due from Related Parties | | - |
| **Total Assets** | **$** | **4,800,396** |
| **Liabilities** | | |
| Accounts Payable and Accrued Expenses | | 19,000 |
| Grants Payable | | 320,000 |
| Capital Lease Obligations | | - |
| Due to Related Parties | | 173,941 |
| Funds Held on Behalf of Other Orgs. | | 10,000 |
| **Total Liabilities** | **$** | **522,941** |
| **Net Assets** | | |
| Unrestricted | | 2,587,576 |
| Temporarily Restricted | | 1,689,879 |
| **Total Net Assets** | **$** | **4,277,455** |
| **Total Liabilities and Net Assets** | **$** | **4,800,396** |

## KIPP NYC SOP 2008 - 2009

| | | KNYI |
|---|---|---|
| **Assets** | | |
| Cash | | 3,074,596 |
| Grants and Contracts Receiveable | | 2,558,825 |
| Equipment | | - |
| Prepaid Expenses and Other Assets | | 50,167 |
| Due from Related Parties | | - |
| **Total Assets** | **$** | **5,683,588** |
| **Liabilities** | | |
| Accounts Payable and Accrued Expenses | | 57,667 |
| Grants Payable | | - |
| Capital Lease Obligations | | - |
| Due to Related Parties | | 736,216 |
| Funds Held on Behalf of Other Orgs. | | 4,948 |
| **Total Liabilities** | **$** | **798,831** |
| **Net Assets** | | |
| Unrestricted | | 3,092,895 |
| Temporarily Restricted | | 1,791,862 |
| **Total Net Assets** | **$** | **4,884,757** |
| **Total Liabilities and Net Assets** | **$** | **5,683,588** |

## KIPP NYC SOP 2009 - 2010

| | | KNYI |
|---|---|---|
| **Assets** | | |
| Cash | | 3,903,254 |
| Grants and Contracts Receiveable | | 971,530 |
| Equipment | | 241,574 |
| Prepaid Expenses and Other Assets | | 59,205 |
| Due from Related Parties | | - |
| **Total Assets** | **$** | **5,175,563** |
| **Liabilities** | | |
| Accounts Payable and Accrued Expenses | | 564,817 |
| Grants Payable | | - |
| Capital Lease Obligations | | |
| Due to Related Parties | | 122,802 |
| Funds Held on Behalf of Other Orgs. | | 667,103 |
| **Total Liabilities** | **$** | **1,354,722** |
| **Net Assets** | | |
| Unrestricted | | 3,163,739 |
| Temporarily Restricted | | 657,102 |
| **Total Net Assets** | **$** | **3,820,841** |
| **Total Liabilities and Net Assets** | **$** | **5,175,563** |

# Charter School Shared Services Agreement

This Charter School Shared Services Agreement ( "***Agreement***") is effective as of the _____ day of _____, 2011 (the "***Effective Date***"), by and among KIPP NYC LLC, a New York limited liability company ("***KIPP NYC***") and KIPP Academy Washington Heights Charter Schools (the "***Charter School***"), an education corporation established to operate independent and autonomous public schools under the laws of the State of New York.

**W I T N E S S E T H:**

WHEREAS, the Charter School is the grantee of a charter (the "***Charter***") from the New York State Board of Regents, pursuant to the New York Charter Schools Act of 1998 as amended (the "***Charter Law***") providing for the operation of a Charter School for grades kindergarten through 12 for the duration of the Charter; and

WHEREAS, KIPP NYC was formed for the purpose of providing administrative, operational and management services to KIPP charter schools; and

WHEREAS, the Board of Trustees (the "***Board***") is responsible for governing the Charter School and has final authority for Charter School policy and operational decisions; and

WHEREAS, for and during the term of the Charter, the Board of Trustees desires that KIPP NYC provide certain services to the Charter School as set forth herein, and KIPP NYC desires to provide such services to the Charter School;

**NOW, THEREFORE,** for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## I. GENERAL REQUIREMENTS AND MUTUAL ACKNOWLEDGMENT

### 1.1 General Requirements.

(a) The Charter School shall have been granted one or more Charters by the New York State Board of Regents and shall have authority, pursuant to such Charters, to contract with KIPP NYC, to the extent permitted by law and Charter, for the provision of services set forth herein; and

(b) The Charter School and KIPP NYC agree to work in good faith to resolve any new or unforeseen issues that may arise in carrying out the terms of this Agreement.

## II. AUTHORITY

**2.1 Delegation of Authority to KIPP NYC.** The Board of Trustees of the Charter School hereby authorizes KIPP NYC to undertake the functions and provide the Services specified in this Agreement; provided that (i) KIPP NYC shall remain accountable and subject to the oversight of the Charter School and State authorities, as detailed in this Agreement and in applicable law; (ii) KIPP NYC shall fulfill its duties under this Agreement in full compliance with the terms and conditions of the Charter and all laws and regulations applicable to charter schools in the State of New York; and (iii) the Board of Trustees retains final authority for the operational and policy decisions with which it is vested by law. The Charter School authorizes KIPP NYC to take such other actions that may not be expressly set forth in this Agreement, but which are necessary in KIPP NYC's good faith and reasonable judgment to effectively and efficiently provide services to the Charter School as described below.

**2.2 KIPP NYC Authority to Subcontract.** Except to the extent prohibited by applicable law or this Agreement, KIPP NYC may subcontract any function or Service it is obligated to provide hereunder, provided that no such subcontract shall relieve or discharge KIPP NYC from any obligation or liability under this Agreement.

**2.3 Board of Regents Authority.** Nothing in this Agreement shall be construed in any way to limit the authority of the Board of Regents of the University of the State of New York (the "***Board of Regents***"), including, but not limited to, the authority to take and enforce action pursuant to Section 2855 of the Charter Schools Law.

## III. DUTIES AND OBLIGATIONS OF KIPP NYC

### 3.1 Services to be Provided By KIPP NYC

(a) In exchange for payment of the Fees and Costs described herein and defined below, KIPP NYC will provide the Charter School with fundraising, human resources/employee benefits, recruiting, operational, finance, technology, instructional support and instructional management services to meet its operating requirements. Such services shall include but are not limited to the following support as may be requested and specified by the Charter School:

Fundraising: Raising private funds on behalf of the Charter School needed to augment the Charter School's state and federal revenues to meet operating requirements and for appropriate expenses.

Human Resources: Developing and managing staff policies and procedures; administering staff benefits and providing all appropriate service to staff in connection thereto; ensuring compliance with applicable state and federal laws; tracking staff certification.

Recruiting: Sourcing qualified personnel to perform instructional and non-instructional services, subject to the Charter School's selection process and approval and appointment by the Board.

Operations. Providing training and support to the Charter School's Office Managers and Directors of Operations; liaising with governmental authorities at the request of Charter School personnel to ensure compliance with applicable city, state and federal laws and reporting requirements; securing insurance, supporting school start-up and expansion including securing and configuring facilities.

Finance: Administering payroll; supporting leadership in the preparation of annual budgets and tracking financial performance against approved budgets; preparing regular financial reporting and financial models; managing the annual audit process.

Technology: Establishing and maintaining the IT infrastructure needed to support daily operations including staff computing, classroom technology and network infrastructure.

Instructional Support: Develop and deliver targeted professional development; support development of curriculum and assessments aligned to state standards.

Instructional Management: At the direction of the Superintendent, coach, train and manage the Charter School principals and instructional leaderships; provided that instructional management services shall be provided by senior KIPP NYC instructional leadership approved by the Superintendent and the Charter School Board of Trustees.

(b). In support of its staff selection process, the Charter School shall partner with the KIPP NYC recruiting team to recruit qualified personnel to perform educational, administrative and non-educational services at the Charter School. Upon the recommendation of the Charter School principal, the Charter School Board of Trustees shall approve and authorize the appointment of all Charter School personnel to work in the Charter School, and shall

retain and exercise the authority to evaluate, discipline and terminate them as appropriate, consistent with state and federal law. KIPP NYC shall act as the employing entity for such personnel. Except as otherwise agreed by KIPP NYC and the Charter School Board of Trustees, KIPP NYC shall develop, coordinate and administer payroll systems and policies and employee benefit options and plans for all Charter School personnel and may contract or sub-contract for those services. All decisions made by KIPP NYC, and any discretion exercised by KIPP NYC, in exercising its responsibilities under this subparagraph shall be consistent with the Charter School's budget and education program.

(c) KIPP NYC may perform functions off-site, except as prohibited by applicable law. KIPP NYC may use web-based systems to provide support to each Charter School.

**3.2 FERPA and FOIL.** The Charter School hereby designates employees of KIPP NYC as having a legitimate educational interest such that they are entitled to have access to education records under 20 U.S.C. § 1232g of the Family Educational Rights and Privacy Act ("***FERPA***"). Further, KIPP NYC, its officers and employees shall comply with FERPA at all times and comply with any applicable Freedom of Information Law, including N.Y. Pub. Off. Law §§84-90 ("***FOIL***") at all times.

**3.3 Financial Reporting.** KIPP NYC shall furnish the Charter School with all information needed by the Charter School or the New York State Education Department for the proper completion of the Charter School budget, quarterly reports or financial audits, as required by the Charter or other applicable state and federal law. All financial reports provided by KIPP NYC shall be presented in GAAP/FASB approved non-profit format.

(a) Budgets prepared by KIPP NYC shall include (i) all anticipated revenues; (ii) all actual and anticipated expenses associated with the management of the Charter School;; (iii) any and all payments, fees and amounts budgeted for KIPP NYC or for other contract services by the Charter School; (iv) itemized interest and principal payments for any loans made by KIPP NYC to the Charter School; (v) all investments in the Charter School made by KIPP NYC, except that, pursuant with NYSED procedures, expenses not paid out of revenues received from school districts of residence are not required to be itemized. To the extent there are any direct expenses associated with the operation of the Charter School Board of Trustees, these shall be detailed in the budget.

(b) The Charter School's annual financial audits shall include a review of all fees and payments made by the Charter School to KIPP NYC.

(c) All loans to, or investments in, the Charter School by KIPP NYC shall be appropriately documented in executed written agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state KIPP NYC's expected rate of return.

**3.4 KIPP NYC Employees and Contractors**. All KIPP NYC employees or contractors who have direct, regular contact with students of the Charter School shall be subject to fingerprint-based background checks.

**3.5 Compliance with Funding Requirements**. KIPP NYC shall comply with all requirements, terms and conditions established by state, federal or private sources of Charter School funding.

## IV. FEES & COSTS

**4.1 Services Fee.** The Charter School shall pay KIPP NYC a Services Fee in consideration for the Services provided pursuant to Section 3.1(a). Such Services Fee shall amount to 10% of net state and federal government revenue received by the Charter School; provided that during the term of this Agreement the Parties may mutually agree in writing to increase the Services Fee based upon KIPP NYC's written showing of corresponding increases in the cost of delivering the Services.

**4.2 Cost Reimbursement.** With respect to the Services detailed in Section 3.1(b), the Charter School shall reimburse KIPP NYC for all salary, tax and benefits expenses incurred on behalf of personnel appointed by and working at the Charter School.

## V. PAYMENT TERMS

**5.1 Monthly Statements.** The Services Fee and Cost Reimbursements shall be detailed by KIPP NYC in monthly bills submitted to the Charter School. The Charter School will have ten (10) business days within which to review the Monthly Statement upon receipt (the "***Review Period***"). Payment in cash shall be due from the Charter School on the first business day following the end of the Review Period.

**5.2 Reconciliation**

Twice annually KIPP NYC shall provide the Charter School with reconciled statements detailing all amounts paid by KIPP NYC in connection with the provision of Section 3.1(b) services, and all amounts reimbursed by the Charter School for such Services pursuant to Section 5.1. In the event that the Charter School has made payments in excess of actual costs incurred and amounts owed, KIPP NYC shall refund the amount overpaid within 10 business days. In the event that the Charter School has underpaid given the actual costs incurred and amounts owed, it shall remit additional payment in the requisite amount within 10 business days.

**5.3 Disputed Amounts.**

(a) In the event that the Charter School disputes any portion of its total Charges incurred, as set forth in its Monthly Statement (any such amount, a "***Disputed Amount***"), it shall notify KIPP NYC in writing of such Disputed Amount (the "***Disputed Amount Notice***") no later than the last day of the Review Period. Notwithstanding such a dispute, the Charter School shall pay to KIPP NYC, in cash, the full amount set forth in its respective Monthly Statement, and KIPP NYC shall make every reasonable effort to segregate such Disputed Amount pending resolution of the dispute. The Parties agree that they will attempt, in good faith, to arrive at a reasonable resolution with respect to such Disputed Amount.

(b) If the Parties are unable to reach agreement with respect to the Disputed Amount within thirty (30) business days of the receipt by KIPP NYC's receipt of written notice thereof, then the matter will be subject to arbitration pursuant to Section 9.3. In any such event, the Parties shall cooperate with any necessary proceedings and furnish such records, information and testimony and attend such proceedings as may be reasonably requested in connection therewith.

(c) The arbitrator's decision with respect to a Disputed Amount shall be final and binding on all of the Parties for all purposes.

## VI. PERFORMANCE

**6.1** The Charter School shall annually evaluate the quality and effectiveness of the Services provided by KIPP NYC under this Agreement. Pursuant to such evaluation process:

(a) At the start of each academic year, the Superintendent shall, in consultation with KIPP NYC and subject to review and approval of the Board of Trustees, set annual performance goals and metrics to benchmark KIPP NYC performance;

(b) At the conclusion of each academic year, the Superintendent shall evaluate, and report to the Board, whether KIPP NYC met the performance goals and metrics established and how such performance should affect the development of goals for the next academic year and the continued operation of this Agreement.

## VII. REPRESENTATIONS AND WARRANTIES

**7.1 Representations and Warranties of KIPP NYC.** KIPP NYC represents and warrants as follows:

(a) **Organization.** KIPP NYC is a non-stock, not-for-profit limited liability company duly organized under the laws of the state of New York, with the purpose and legal ability to contract to provide the Services specified herein. KIPP NYC shall notify the Charter School of any change in its limited liability company status.

(b) **Authority.** KIPP NYC is authorized to do business in New York State. KIPP NYC has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of KIPP NYC in accordance with its terms.

(c) **Full Disclosure.** No representation or warranty of KIPP NYC herein and no statement, information or certificate furnished or to be furnished by KIPP NYC as set forth herein or in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits or will omit to state a material fact.

(d) **Litigation.** There is no suit, claim, action or proceeding now pending or, to the knowledge of KIPP NYC, threatened before any regulatory authority, to which KIPP NYC is a party or which may result in any judgment, order, decree, liability, award, or other determination which will or may reasonably be expected to have an adverse effect upon KIPP NYC. No such judgment, order, decree or award has been entered against KIPP NYC which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of KIPP NYC, threatened before any regulatory authority involving KIPP NYC that will or may reasonably be expected to prevent or hamper the consummation of the transactions contemplated by this Agreement.

(e) **Conduct of KIPP NYC.** KIPP NYC has complied, and at all times during the Term of this Agreement as defined below will comply, with all local, state and federal laws and regulations that are applicable to KIPP NYC. KIPP NYC shall fulfill its duties under this Agreement in full compliance with the Charter and all laws and regulations applicable to charter schools in the State of New York, and will not act in a manner which would cause the Charter School to be in breach of its Charter.

(f) **Not for Profit Status.** Notwithstanding any provisions in this Agreement or any provision of applicable state law to the contrary, KIPP NYC shall not have the power to make any payments or distributions, or otherwise carry on any activities, which would cause it to fail to qualify as (a) an organization exempt from federal income tax under section 501(c)(3) of the Code, or the corresponding provision of any subsequent tax law, or (b) an organization contributions to which are deductible under sections 170, 2055 and 2522 of the Code, or the corresponding provision of any subsequent federal tax law.

**7.2. Representations and Warranties of the Charter School**

(a) **Organization and Tax Exempt Status**. The Charter School is, and at all times during the Term of this Agreement will be, an education corporation duly organized under the laws of the State of New York, with the purpose and legal ability to contract to operate a charter school and to contract for charter school management services. Further, the Charter School shall be tax exempt pursuant to applicable law during the Term of this Agreement. Should the Internal Revenue Service require changes to this Agreement in conjunction with the maintenance of each Charter School's tax-exempt status, all Parties hereto shall take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

(b) **Authority.** The Charter School has the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to consummate the agreements and transactions contemplated herein. This Agreement constitutes a valid and binding obligation of the Charter School, enforceable against the Charter School in accordance with its respective terms.

(c) **Litigation.** There is no suit, claim, action or proceeding now pending or, to the knowledge of the Charter School, threatened before any regulatory authority, to which the Charter School is a party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have an adverse effect upon the Charter School. No such judgment, order, decree or award has been entered against the Charter School which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of the Charter School, threatened before any regulatory authority involving the Charter School that will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.

(d) **Full Disclosure.** No representation or warranty of the Charter School and no statement, information or certificate furnished or to be furnished by the Charter School pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein not misleading.

(e) **Conduct of Charter School and Its Board of Trustees.** The Charter School has complied, and at all times during the Term of this Agreement will comply, with all applicable local, State and federal laws and regulations which include, but are not limited to, FOIL, the Internal Revenue Code, the non-profit corporation law of New York, the open records and meetings laws of New York, the Charter Schools Law, and all federal and state laws concerning the maintenance and disclosure of student records, including FERPA. The Charter School has maintained and, with the assistance of KIPP NYC, will maintain adequate records of the activities and decisions of the Charter School to ensure and document compliance with all such laws and regulations. The Charter School agrees to provide KIPP NYC with copies of all such records and to allow KIPP NYC to, at KIPP NYC's discretion, assist with the preparation and retention of such records.

(f) **Due Authorization.** The Charter School is authorized to organize and operate as a charter school pursuant to applicable law and is vested by the Charter Authority with all powers necessary to carry out the educational program outlined in its Charter. Regardless of the delegation of any duties to KIPP NYC, the Charter School shall at all times retain all rights and responsibilities it has under its respective Charter.

## VIII. TERM AND TERMINATION

**8.1 Term.** The term of this Agreement shall commence as of the Effective Date and will continue in full force and effect through to the date upon which the Charters for each of the Charter Schools have terminated (the "***Term***").

**8.2 Reserve.** KIPP NYC shall, at all times, maintain funds in reserve in an amount to be determined by the Board of Directors of KIPP NYC (the "***Reserve***"), which amount shall be sufficient to allow KIPP NYC to pay any Costs that may be required by section 8.3 below.

**8.3 Termination**

(a) **By KIPP NYC**. KIPP NYC may terminate this Agreement prior to the end of the term specified above in the event the Charter School fails to remedy a material breach within thirty (30) days after written notice from KIPP NYC identifying the breach in reasonable detail, or as otherwise specifically provided in this Agreement. A material breach includes, but is not limited to, KIPP NYC's failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement, or the Charter School's loss or revocation of its Charter.

(b) **By Charter School**. The Charter School may terminate this Agreement prior to the end of the term specified in the event that KIPP NYC fails to remedy a material breach within thirty (30) days after notice from the Charter School Board of Trustees identifying the breach in reasonable detail. A material breach includes, but is not limited to: (i) failure to follow the Charter, including any act or omission that causes default under the Charter or that causes the Charter School to be in violation of the Charter School Act, (ii) failure to provide timely reports as required under the terms of this Agreement, (iii) financial or operational mismanagement, (iv) failure of KIPP NYC to deliver the Services specified herein consistent with the Charter School's standards of care and excellence, (v) a reasonable determination by the School that KIPP NYC's financial condition is such that it may adversely impact the Charter School.

(c) **By Either Party**. Either party may terminate this Agreement for any reason upon giving not less than ninety (90) days notice to the other party.

(d) **Costs**. The Terminating Party shall be fully liable for any Costs due under this Agreement prior to termination.

(e) **Effective Date of Termination**. In the event this Agreement is terminated by either party prior to the end of the term specified above, the termination will not, if so requested by the School, become effective until the end of the academic year in which the notice of termination is given.

(f) **School Records**. In the event either party terminates this Agreement, KIPP NYC will turn over any student, fiscal and other Charter School records in its possession to the Charter School Board of Trustees.

(g) **Avoidance of Disruptions to Students**. Notwithstanding the foregoing provisions, each party shall in good faith use reasonable efforts to avoid disruption to the operation of the Charter School, and KIPP NYC shall provide reasonable assistance to the School for the remainder of the current academic year to assist in any transition to other management support options. For the period of time that KIPP NYC provides transition assistance, it shall be entitled to continue to receive its Fee (or a prorata portion thereof) as provided in this Agreement.

(h) **Effect on High School Agreement.** A termination by the Charter School under this section would result in the termination of its participation in the Memorandum of Understanding entered into by the Charter School on _____, 2011.

## IX. INDEMNIFICATION & LIMITATION ON LIABILITY

### 9.1 Indemnification.

(a) Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement.

(b) The Charter School will indemnify and hold KIPP NYC harmless for any liabilities, obligations or out-of-pocket costs of every kind and description caused, incurred or otherwise arising from or relating to provision of the Services specified herein, except that the Charter School will not be liable for costs attributable to KIPP NYC's gross negligence, bad faith, willful misconduct or fraud.

(c) The indemnified party shall provide the indemnifying party with prompt notice of any claims subject to this section. The indemnifying party shall have the sole right to defend such claims at its own expense. The indemnified party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

**9.2 Consequential Damages.** Except with respect to a Party's gross negligence, bad faith, willful misconduct or fraud, and except with respect to damages sought by a third party in connection with a third party

claim, neither of the Parties will be liable to one another for any damages arising under this Agreement, other than direct damages. Each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to and will not seek consequential, punitive or any other special damages as to any matter under, relating to or arising out of the transactions contemplated by this Agreement, except with respect to such claims and damages arising directly out of a Party's gross negligence, bad faith, willful misconduct or fraud, or with respect to damages sought by third parties in connection with third party claims.

## X. MISCELLANEOUS

**10.1 No Partnership or Joint Venture.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between or among the Parties or their respective successors and assigns.

**10.2 Governing Law.** The rights and remedies of the Parties hereunder shall be cumulative and in addition to any other rights given to each of the Parties by law and the exercise of any right or remedy shall not impair any Party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of law doctrines unless certain matters are preempted by federal law.

**10.3 Arbitration.**

(a) Definition. As used in this subparagraph, "Arbitral Organization" shall mean the American Arbitration Association or JAMS, whichever organization is selected by the Parties.

(b) Except as otherwise set forth herein, any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be finally settled by arbitration. The arbitration shall be held in New York, New York and shall be conducted in accordance with the rules of the Arbitral Organization in effect at the time of the arbitration. The arbitration shall be conducted in the English language. The arbitration proceedings, all documents and all testimony, written or oral, produced in connection therewith, and the arbitration award, shall be confidential.

(c) The arbitration panel shall consist of a single arbitrator, to be selected by the parties from a list of arbitrators provided by the Arbitral Organization.

(d) The arbitral award may grant any relief deemed by the arbitrator to be just and equitable. The arbitral award shall state the arbitrator's findings of fact and reasons for the award and relief granted, and shall be final and binding on the parties to the arbitration.

(e) The agreement to arbitrate set forth in this section 9.3 shall be specifically enforceable.

**10.4 Assignment.** Except as otherwise provided hereunder, neither this Agreement nor any rights or obligations hereunder are assignable by either Party without the express prior written consent of the other Party.

**10.5 Notice.** All notices, demands, consents or other communications provided for hereunder shall be in writing and shall be sent by hand or by overnight Federal Express or UPS delivery to:

(a) If to KIPP Academy Washington Heights, to:
Attn:

(b) If to KIPP NYC, to:

KIPP NYC LLC
Attn: Jack Chorowsky, Chief Operating Officer
625 West 133 Street, 3rd Floor
New York, NY 10027

Notices under this section 9.5 shall be deemed given only when actually received.

**10.6 Headings.** The descriptive headings of sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

**10.7 Counterparts.** This Agreement and any amendment hereto or any other agreement delivered pursuant hereto may be executed in one or more counterparts and by the Parties in separate counterparts.

**10.8 Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kinds except as expressly set forth herein. Any prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded by this Agreement.

**10.9 Amendments/Waivers.** Except as expressly provided herein, this Agreement may be amended by agreement in writing of all Parties. An amendment to this agreement would constitute a revision subject to review and approval by the chartering entity and the Board of Regents. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by all the Parties affected, and then only to the specific purpose, extent and instance so provided. No failure on the part of any Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right. To the extent applicable law changes to permit additional activity by KIPP NYC, this Agreement shall be amended or modified accordingly.

**10.10 Severability.** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, the invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

KIPP ACADEMY WASHINGTON HEIGHTS CHARTER SCHOOL

By:_____

Title:_____

KIPP NYC, LLC

By:_____

Title:_____

**New Applicaton Budget(s) & Cash Flow(s) Template**

# KIPP NYC Washington Heights Academy (II)

| | |
|---|---|
| Contact Name: | Dave Levin |
| Contact Email: | [redacted] |
| Contact Phone: | |
| | Examples |
| Pre-Opening Period | September 1, 2011 to June 30, 2012 |
| Operational Year ONE | July 1, 2012 to June 30, 2013 |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR PRE-OPENING PERIOD
## September 1, 2011 to June 30, 2012

| | | | |
|---|---|---|---|
| **Total Revenue** | | **34,300** | **DESCRIPTION OF ASSUMPTIONS** |
| **Total Expenses** | | **34,300** | |
| **Net Income** | | **-** | |
| **Actual Student Enrollment** | | **-** | |
| **Total Paid Student Enrollment** | | **-** | |
| | | **START-UP PERIOD** | |
| **REVENUE** | | | |
| **REVENUES FROM STATE SOURCES** | | | |
| Per Pupil Revenue | **CY** Per Pupil Rate | | |
| New York City | 13,527 | - | |
| TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding) | 13,527 | - | |
| Special Education Revenue | | - | |
| Grants | | | |
| Stimulus | | - | |
| DYCD (Department of Youth and Community Developmt.) | | - | |
| Other | | - | |
| Other | | - | |
| TOTAL REVENUE FROM STATE SOURCES | | - | |
| **REVENUE FROM FEDERAL FUNDING** | | | |
| IDEA Special Needs | | - | |
| Title I | | - | |
| Title Funding - Other | | - | |
| School Food Service (Free Lunch) | | - | |
| Grants | | | |
| Charter School Program (CSP) Planning & Implementation | | - | |
| Other | | - | |
| Other | | - | |
| TOTAL REVENUE FROM FEDERAL SOURCES | | - | |
| **LOCAL and OTHER REVENUE** | | | |
| Contributions and Donations | | 34,300 | Assumes any pre-opening expenses will be paid by KIPP New York, Inc. |
| Fundraising | | - | |
| Erate Reimbursement | | - | |
| Earnings on Investments | | - | |
| Interest Income | | - | |
| Food Service (Income from meals) | | - | |
| Text Book | | - | |
| OTHER | | - | |
| TOTAL REVENUE FROM LOCAL and OTHER SOURCES | | 34,300 | |
| **TOTAL REVENUE** | | **34,300** | |
| **EXPENSES** | | | |
| **ADMINISTRATIVE STAFF PERSONNEL COSTS** | No. of Positions | | |
| Executive Management | - | - | |
| Instructional Management | 1.00 | 15,000 | Supplement to salary provided by KIPP Foundation as part of Fischer Fellow program. Expense will be paid directly by KIPP New York, Inc. |

| | | | |
|---|---|---|---|
| Deans, Directors & Coordinators | - | - | |
| CFO / Director of Finance | - | - | |
| Operation / Business Manager | - | 15,000 | Assumes 1 Director of Operation begins work 2 months before beginning of start-up year. Expense will be paid directly by KIPP New York, Inc. |
| Administrative Staff | - | - | |
| TOTAL ADMINISTRATIVE STAFF | 1.00 | 30,000 | |
| **INSTRUCTIONAL PERSONNEL COSTS** | | | |
| Teachers - Regular | - | - | |
| Teachers - SPED | - | - | |
| Substitute Teachers | - | - | |
| Teaching Assistants | - | - | |
| Specialty Teachers | - | - | |
| Aides | - | - | |
| Therapists & Counselors | - | - | |
| Other | - | - | |
| TOTAL INSTRUCTIONAL | - | - | |
| **NON-INSTRUCTIONAL PERSONNEL COSTS** | | | |
| Nurse | - | - | |
| Librarian | - | - | |
| Custodian | - | - | |
| Security | - | - | |
| Other | - | - | |
| TOTAL NON-INSTRUCTIONAL | - | - | |
| **SUBTOTAL PERSONNEL SERVICE COSTS** | 1.00 | 30,000 | |
| **PAYROLL TAXES AND BENEFITS** | | | |
| Payroll Taxes | | 900 | Based current payroll taxes paid by other KIPP NYC schools. Expense will be paid directly by KIPP New York, Inc. |
| Fringe / Employee Benefits | | 900 | See above |
| Retirement / Pension | | - | |
| TOTAL PAYROLL TAXES AND BENEFITS | | 1,800 | |
| **TOTAL PERSONNEL SERVICE COSTS** | 1.00 | 31,800 | |
| **CONTRACTED SERVICES** | | | |
| Accounting / Audit | | - | |
| Legal | | - | |
| Management Company Fee | | - | |
| Nurse Services | | - | |
| Food Service / School Lunch | | - | |
| Payroll Services | | - | |
| Special Ed Services | | - | |
| Titlement Services (i.e. Title I) | | - | |
| Other Purchased / Professional / Consulting | | - | |
| TOTAL CONTRACTED SERVICES | | - | |
| **SCHOOL OPERATIONS** | | | |
| Board Expenses | | - | |
| Classroom / Teaching Supplies & Materials | | - | |
| Special Ed Supplies & Materials | | - | |
| Textbooks / Workbooks | | - | |
| Supplies & Materials other | | - | |
| Equipment / Furniture | | - | |
| Telephone | | - | |

| | | |
|---|---|---|
| Technology | - | |
| Student Testing & Assessment | - | |
| Field Trips | - | |
| Transportation (student) | - | |
| Student Services - other | - | |
| Office Expense | - | |
| Staff Development | - | |
| Staff Recruitment | - | |
| Student Recruitment / Marketing | 2,500 | Assumes printing costs for flyers and advertising costs. Expense will be paid directly by KIPP New York, Inc. |
| School Meals / Lunch | - | |
| Travel (Staff) | - | |
| Fundraising | - | |
| Other | - | |
| TOTAL SCHOOL OPERATIONS | 2,500 | |
| **FACILITY OPERATION & MAINTENANCE** | | |
| Insurance | - | |
| Janitorial | - | |
| Building and Land Rent / Lease | - | |
| Repairs & Maintenance | - | |
| Equipment / Furniture | - | |
| Security | - | |
| Utilities | - | |
| TOTAL FACILITY OPERATION & MAINTENANCE | - | |
| **DEPRECIATION & AMORTIZATION** | - | |
| **DISSOLUTION ESCROW & RESERVES / CONTIGENCY** | - | |
| **TOTAL EXPENSES** | **34,300** | |
| **NET INCOME** | **-** | |
| **ENROLLMENT - *School Districts Are Linked To Above Entries*** | | |
| New York City | - | |
| **TOTAL ENROLLMENT** | **-** | |
| **REVENUE PER PUPIL** | **-** | |
| **EXPENSES PER PUPIL** | **-** | |

# KIPP NYC Washington Heights Academy (II)
## JECTED CASH FLOW FOR PRE-OPENING PER
### September 1, 2011 to June 30, 2012

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Total Revenue** | **17,500** | **-** | **-** | **-** | **8,400** | **8,400** | **34,300** |
| **Total Expenses** | **16,000** | **1,000** | **500** | **-** | **8,400** | **8,400** | **34,300** |
| **Net Income** | **1,500** | **(1,000)** | **(500)** | **-** | **-** | **-** | **-** |
| **Cash Flow Adjustments** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| **Beginning Cash Balance** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| **Net Income** | **1,500** | **(1,000)** | **(500)** | **-** | **-** | **-** | **-** |

| | | January | February | March | April | May | June | TOTAL |
|---|---|---|---|---|---|---|---|---|
| **REVENUE** | | | | | | | | |
| **REVENUES FROM STATE SOURCES** | | | | | | | | |
| Per Pupil Revenue | | | | | | | | |
| New York City | | - | - | - | - | - | - | - |
| TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding) | | - | - | - | - | - | - | - |
| Special Education Revenue | | - | - | - | - | - | - | - |
| Grants | | | | | | | | |
| Stimulus | | - | - | - | - | - | - | - |
| DYCD (Department of Youth and Community Developmt.) | | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - |
| TOTAL REVENUE FROM STATE SOURCES | | - | - | - | - | - | - | - |
| **REVENUE FROM FEDERAL FUNDING** | | | | | | | | |
| IDEA Special Needs | | - | - | - | - | - | - | - |
| Title I | | - | - | - | - | - | - | - |
| Title Funding - Other | | - | - | - | - | - | - | - |
| School Food Service (Free Lunch) | | - | - | - | - | - | - | - |
| Grants | | | | | | | | |
| Charter School Program (CSP) Planning & Implementation | | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - |
| TOTAL REVENUE FROM FEDERAL SOURCES | | - | - | - | - | - | - | - |
| **LOCAL and OTHER REVENUE** | | | | | | | | |
| Contributions and Donations | | 17,500 | - | - | - | 8,400 | 8,400 | 34,300 |
| Fundraising | | - | - | - | - | - | - | - |
| Erate Reimbursement | | - | - | - | - | - | - | - |
| Earnings on Investments | | - | - | - | - | - | - | - |
| Interest Income | | - | - | - | - | - | - | - |
| Food Service (Income from meals) | | - | - | - | - | - | - | - |
| Text Book | | - | - | - | - | - | - | - |
| OTHER | | - | - | - | - | - | - | - |
| TOTAL REVENUE FROM LOCAL and OTHER SOURCES | | 17,500 | - | - | - | 8,400 | 8,400 | 34,300 |
| **TOTAL REVENUE** | | **17,500** | **-** | **-** | **-** | **8,400** | **8,400** | **34,300** |
| **EXPENSES** | | | | | | | | |
| **ADMINISTRATIVE STAFF PERSONNEL COSTS** | No. of Positions | | | | | | | |
| Executive Management | - | - | - | - | - | - | - | - |
| Instructional Management | - | 15,000 | - | - | - | - | - | 15,000 |
| Deans, Directors & Coordinators | - | - | - | - | - | - | - | - |
| CFO / Director of Finance | - | - | - | - | - | - | - | - |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Operation / Business Manager | - | - | - | - | - | 7,500 | 7,500 | 15,000 |
| Administrative Staff | - | - | - | - | - | - | - | - |
| TOTAL ADMINISTRATIVE STAFF | - | 15,000 | - | - | - | 7,500 | 7,500 | 30,000 |
| **INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | |
| Teachers - Regular | - | - | - | - | - | - | - | - |
| Teachers - SPED | - | - | - | - | - | - | - | - |
| Substitute Teachers | - | - | - | - | - | - | - | - |
| Teaching Assistants | - | - | - | - | - | - | - | - |
| Specialty Teachers | - | - | - | - | - | - | - | - |
| Aides | - | - | - | - | - | - | - | - |
| Therapists & Counselors | - | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | - |
| TOTAL INSTRUCTIONAL | - | - | - | - | - | - | - | - |
| **NON-INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | |
| Nurse | - | - | - | - | - | - | - | - |
| Librarian | - | - | - | - | - | - | - | - |
| Custodian | - | - | - | - | - | - | - | - |
| Security | - | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | - |
| TOTAL NON-INSTRUCTIONAL | - | - | - | - | - | - | - | - |
| **SUBTOTAL PERSONNEL SERVICE COSTS** | - | 15,000 | - | - | - | 7,500 | 7,500 | 30,000 |
| **PAYROLL TAXES AND BENEFITS** | | | | | | | | |
| Payroll Taxes | | - | - | - | - | 450 | 450 | 900 |
| Fringe / Employee Benefits | | - | - | - | - | 450 | 450 | 900 |
| Retirement / Pension | | - | - | - | - | - | - | - |
| TOTAL PAYROLL TAXES AND BENEFITS | | - | - | - | - | 900 | 900 | 1,800 |
| **TOTAL PERSONNEL SERVICE COSTS** | - | 15,000 | - | - | - | 8,400 | 8,400 | 31,800 |
| **CONTRACTED SERVICES** | | | | | | | | |
| Accounting / Audit | | - | - | - | - | - | - | - |
| Legal | | - | - | - | - | - | - | - |
| Management Company Fee | | - | - | - | - | - | - | - |
| Nurse Services | | - | - | - | - | - | - | - |
| Food Service / School Lunch | | - | - | - | - | - | - | - |
| Payroll Services | | - | - | - | - | - | - | - |
| Special Ed Services | | - | - | - | - | - | - | - |
| Titlement Services (i.e. Title I) | | - | - | - | - | - | - | - |
| Other Purchased / Professional / Consulting | | - | - | - | - | - | - | - |
| TOTAL CONTRACTED SERVICES | | - | - | - | - | - | - | - |
| **SCHOOL OPERATIONS** | | | | | | | | |
| Board Expenses | | - | - | - | - | - | - | - |
| Classroom / Teaching Supplies & Materials | | - | - | - | - | - | - | - |
| Special Ed Supplies & Materials | | - | - | - | - | - | - | - |
| Textbooks / Workbooks | | - | - | - | - | - | - | - |
| Supplies & Materials other | | - | - | - | - | - | - | - |
| Equipment / Furniture | | - | - | - | - | - | - | - |
| Telephone | | - | - | - | - | - | - | - |
| Technology | | - | - | - | - | - | - | - |
| Student Testing & Assessment | | - | - | - | - | - | - | - |
| Field Trips | | - | - | - | - | - | - | - |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Transportation (student) | - | - | - | - | - | - | - |
| Student Services - other | - | - | - | - | - | - | - |
| Office Expense | - | - | - | - | - | - | - |
| Staff Development | - | - | - | - | - | - | - |
| Staff Recruitment | 1,000 | 1,000 | 500 | - | - | - | 2,500 |
| Student Recruitment / Marketing | - | - | - | - | - | - | - |
| School Meals / Lunch | - | - | - | - | - | - | - |
| Travel (Staff) | - | - | - | - | - | - | - |
| Fundraising | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| TOTAL SCHOOL OPERATIONS | 1,000 | 1,000 | 500 | - | - | - | 2,500 |
| **FACILITY OPERATION & MAINTENANCE** | | | | | | | |
| Insurance | - | - | - | - | - | - | - |
| Janitorial | - | - | - | - | - | - | - |
| Building and Land Rent / Lease | - | - | - | - | - | - | - |
| Repairs & Maintenance | - | - | - | - | - | - | - |
| Equipment / Furniture | - | - | - | - | - | - | - |
| Security | - | - | - | - | - | - | - |
| Utilities | - | - | - | - | - | - | - |
| TOTAL FACILITY OPERATION & MAINTENANCE | - | - | - | - | - | - | - |
| **DEPRECIATION & AMORTIZATION** | - | - | - | - | - | - | - |
| **DISSOLUTION ESCROW & RESERVES / CONTIGENCY** | - | - | - | - | - | - | - |
| **TOTAL EXPENSES** | **16,000** | **1,000** | **500** | **-** | **8,400** | **8,400** | **34,300** |
| **NET INCOME** | **1,500** | **(1,000)** | **(500)** | **-** | **-** | **-** | **-** |
| **CASH FLOW ADJUSTMENTS** | | | | | | | |
| OPERATING ACTIVITIES | | | | | | | |
| Example - Add Back Depreciation | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| Total Operating Activities | - | - | - | - | - | - | - |
| INVESTMENT ACTIVITIES | | | | | | | |
| Example - Subtract Property and Equipment Expenditures | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| Total Investment Activities | - | - | - | - | - | - | - |
| FINANCING ACTIVITIES | | | | | | | |
| Example - Add Expected Proceeds from a Loan or Line of Credit | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - |
| Total Financing Activities | - | - | - | - | - | - | - |
| **Total Cash Flow Adjustments** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |
| **NET INCOME** | **1,500** | **(1,000)** | **(500)** | **-** | **-** | **-** | **-** |
| **Beginning Cash Balance** | - | - | - | - | - | - | - |
| **ENDING CASH BALANCE** | **1,500** | **(1,000)** | **(500)** | **-** | **-** | **-** | **-** |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE
### July 1, 2012 to June 30, 2013

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Total Revenue** | | **1,618,835** | **112,032** | **-** | **-** | **-** | **1,730,867** |
| **Total Expenses** | | **1,506,675** | **88,830** | **-** | **-** | **135,362** | **1,730,868** |
| **Net Income** | | **112,160** | **23,202** | **-** | **-** | **(135,362)** | **(0)** |
| **Actual Student Enrollment** | | **90** | **9** | | | | **99** |
| **Total Paid Student Enrollment** | | **88** | **9** | | | | **97** |
| | | **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 | | | | | | |
| New York City | 13,527 | 1,193,081 | - | - | - | - | 1,193,081 |
| TOTAL Per Pupil Revenue | 13,527 | 1,193,081 | - | - | - | - | 1,193,081 |
| Special Education Revenue | | - | 93,510 | - | - | - | 93,510 |
| Grants | | | | | | | |
| Stimulus | | - | - | - | - | - | - |
| DYCD | | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - |
| TOTAL REVENUE FROM STATE SOURCES | | 1,193,081 | 93,510 | - | - | - | 1,286,591 |
| **REVENUE FROM FEDERAL FUNDING** | | | | | | | |
| IDEA Special Needs | | - | 18,522 | - | - | - | 18,522 |
| Title I | | 44,100 | - | - | - | - | 44,100 |
| Title Funding - Other | | 4,410 | - | - | - | - | 4,410 |
| School Food Service (Free Lunch) | | - | - | - | - | - | - |
| Grants | | | | | | | |
| CSP Planning & Implementation | | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - |
| TOTAL REVENUE FROM FEDERAL SOURCES | | 48,510 | 18,522 | - | - | - | 67,032 |
| **LOCAL and OTHER REVENUE** | | | | | | | |
| Contributions and Donations | | 354,684 | - | - | - | - | 354,684 |
| Fundraising | | - | - | - | - | - | - |
| Erate Reimbursement | | 20,060 | - | - | - | - | 20,060 |
| Earnings on Investments | | - | - | - | - | - | - |
| Interest Income | | - | - | - | - | - | - |
| Food Service (Income from meals) | | - | - | - | - | - | - |
| Text Book | | - | - | - | - | - | - |
| OTHER | | 2,500 | - | - | - | - | 2,500 |
| TOTAL REVENUE FROM LOCAL and OTHER SOURCES | | 377,244 | - | - | - | - | 377,244 |
| **TOTAL REVENUE** | | **1,618,835** | **112,032** | **-** | **-** | **-** | **1,730,867** |
| **EXPENSES** | | | | | | | |
| **ADMINISTRATIVE STAFF PERSONNEL CO** | No. of Positions | | | | | | |
| Executive Management | - | - | - | - | - | - | - |
| Instructional Management | 1.00 | 132,864 | - | - | - | - | 132,864 |
| Deans, Directors & Coordinators | - | - | - | - | - | - | - |
| CFO / Director of Finance | - | - | - | - | - | - | - |
| Operation / Business Manager | 1.00 | 90,550 | - | - | - | - | 90,550 |

**DESCRIPTION OF ASSUMPTIONS**

| | |
|---|---|
| Special Education Revenue | Assumes 10% of enrolled students will be SpEd requiring 20%-60% additional services and receive $10,390/pupil from state and $2058/pupil in IDEA funds. Estimate based on historical data for other KIPP NYC middle schools. |
| IDEA Special Needs | Assumes 10% of enrolled students will be SpEd requiring 20%-60% additional services and receive $10,390/pupil from state and $2058/pupil in IDEA funds. Estimate based on historical data for other KIPP NYC middle schools. |
| Title I | Assumes $500/student in Title I funds. |
| Title Funding - Other | Assumes $50/student in Title II funds. |
| Contributions and Donations | Assumes that deficits generated by the school, based on a shortfall of public funding, will be financed by private contributions. |
| Erate Reimbursement | Based on reimbursement rate for voice and data services for other KIPP NYC schools. |
| OTHER | Includes estimate of cash collections for student uniforms, supplies and field trips. |
| Instructional Management | Assumes 1 Principal. |
| Operation / Business Manager | Assumes 1 Director of Operations. |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE
### July 1, 2012 to June 30, 2013

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Total Revenue** | | **1,618,835** | **112,032** | **-** | **-** | **-** | **1,730,867** | |
| **Total Expenses** | | **1,506,675** | **88,830** | **-** | **-** | **135,362** | **1,730,868** | |
| **Net Income** | | **112,160** | **23,202** | **-** | **-** | **(135,362)** | **(0)** | |
| **Actual Student Enrollment** | | **90** | **9** | | | | **99** | |
| **Total Paid Student Enrollment** | | **88** | **9** | | | | **97** | |
| | | **PROGRAM SERVICES** | | | **SUPPORT SERVICES** | | | |
| | | **REGULAR EDUCATION** | **SPECIAL EDUCATION** | **OTHER** | **FUNDRAISING** | **MANAGEMENT & GENERAL** | **TOTAL** | **DESCRIPTION OF ASSUMPTIONS** |
| Administrative Staff | 1.00 | 53,264 | - | - | - | - | 53,264 | Assumes 1 Office Manager. |
| TOTAL ADMINISTRATIVE STAFF | 3.00 | 276,678 | - | - | - | - | 276,678 | |
| **INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | |
| Teachers - Regular | 5.00 | 360,430 | - | - | - | - | 360,430 | Assumes 5 Teachers for core instruction such as math, ELA, science and social studies. |
| Teachers - SPED | 1.00 | - | 72,086 | - | - | - | 72,086 | Assumes 1 SPED Teacher. |
| Substitute Teachers | - | - | - | - | - | - | - | |
| Teaching Assistants | - | - | - | - | - | - | - | |
| Specialty Teachers | 2.00 | 144,172 | - | - | - | - | 144,172 | Assumes 1 Music Teacher and 1 Gym Teacher. |
| Aides | - | - | - | - | - | - | - | |
| Therapists & Counselors | 1.00 | 72,086 | - | - | - | - | 72,086 | |
| Other | - | - | - | - | - | - | - | |
| TOTAL INSTRUCTIONAL | 9.00 | 576,687 | 72,086 | - | - | - | 648,773 | |
| **NON-INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | |
| Nurse | - | - | - | - | - | - | - | |
| Librarian | - | - | - | - | - | - | - | |
| Custodian | - | - | - | - | - | - | - | |
| Security | - | - | - | - | - | - | - | |
| Other | - | - | - | - | - | - | - | |
| TOTAL NON-INSTRUCTIONAL | - | - | - | - | - | - | - | |
| **SUBTOTAL PERSONNEL SERVICE COSTS** | 12.00 | 853,365 | 72,086 | - | - | - | 925,451 | |
| **PAYROLL TAXES AND BENEFITS** | | | | | | | | |
| Payroll Taxes | | 68,033 | 5,603 | - | - | - | 73,636 | Based on employer tax rates for other KIPP NYC schools. |
| Fringe / Employee Benefits | | 69,618 | 5,733 | - | - | - | 75,351 | Based on benefits plans for other KIPP NYC schools. |
| Retirement / Pension | | 24,478 | 2,225 | - | - | - | 26,703 | Based on benefits plans for other KIPP NYC schools. |
| TOTAL PAYROLL TAXES AND BENEFITS | | 162,129 | 13,561 | - | - | - | 175,690 | |
| **TOTAL PERSONNEL SERVICE COSTS** | 12.00 | 1,015,494 | 85,647 | - | - | - | 1,101,141 | |
| **CONTRACTED SERVICES** | | | | | | | | |
| Accounting / Audit | | 13,981 | - | - | - | - | 13,981 | Fee paid to independent auditor. |
| Legal | | 2,653 | - | - | - | - | 2,653 | Assumes most legal consultation will be provided pro-bono. |
| Management Company Fee | | - | - | - | - | 135,362 | 135,362 | Management fee is 10% of governement revenues. Services include operations, HR, finance, technology, payroll, recruiting and fundraising. |
| Nurse Services | | - | - | - | - | - | - | |
| Food Service / School Lunch | | 7,741 | - | - | - | - | 7,741 | Includes student lunches and snacks. |
| Payroll Services | | 3,871 | - | - | - | - | 3,871 | Based on current payroll services contract for other KIPP NYC schools. |
| Special Ed Services | | - | - | - | - | - | - | |
| Titlement Services (i.e. Title I) | | - | - | - | - | - | - | |
| Other Purchased / Professional / Consulting | | 35,977 | - | - | - | - | 35,977 | Includes tech consulting, interns, building repair contracts. |
| TOTAL CONTRACTED SERVICES | | 64,223 | - | - | - | 135,362 | 199,586 | |
| **SCHOOL OPERATIONS** | | | | | | | | |
| Board Expenses | | - | - | - | - | - | - | All development expenses included in management fee. |
| Classroom / Teaching Supplies & Materials | | 9,984 | - | - | - | - | 9,984 | Includes instructional and student materials such as binders, pencils, markers, notebooks, etc. |
| Special Ed Supplies & Materials | | 3,183 | - | - | - | - | 3,183 | Includes instructional and student materials specific to SPED students such as classroom centers, pencils, markers, notebooks, etc. |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE
### July 1, 2012 to June 30, 2013

| | PROGRAM SERVICES | | | SUPPORT SERVICES | | | |
|---|---|---|---|---|---|---|---|
| | REGULAR EDUCATION | SPECIAL EDUCATION | OTHER | FUNDRAISING | MANAGEMENT & GENERAL | TOTAL | DESCRIPTION OF ASSUMPTIONS |
| **Total Revenue** | **1,618,835** | **112,032** | **-** | **-** | **-** | **1,730,867** | |
| **Total Expenses** | **1,506,675** | **88,830** | **-** | **-** | **135,362** | **1,730,868** | |
| **Net Income** | **112,160** | **23,202** | **-** | **-** | **(135,362)** | **(0)** | |
| **Actual Student Enrollment** | **90** | **9** | | | | **99** | |
| **Total Paid Student Enrollment** | **88** | **9** | | | | **97** | |
| Textbooks / Workbooks | - | - | - | - | - | - | |
| Supplies & Materials other | 46,368 | 3,183 | - | - | - | 49,551 | Includes any textbooks or workbooks |
| Equipment / Furniture | 38,447 | - | - | - | - | 38,447 | Includes classroom & office furniture, athletic & enrichment equipment. |
| Telephone | 2,694 | - | - | - | - | 2,694 | Includes land lines and fax lines. |
| Technology | 102,074 | - | - | - | - | 102,074 | Includes classroom technology, staff laptops, photocopiers, internet services, wiring materials, software and software licensing. |
| Student Testing & Assessment | 4,876 | - | - | - | - | 4,876 | Includes test booklets and grading. |
| Field Trips | 38,930 | - | - | - | - | 38,930 | Includes local field lessons and 1 end-of-year trip for 75% of enrolled students at $450/student. |
| Transportation (student) | - | - | - | - | - | - | |
| Student Services - other | 10,162 | - | - | - | - | 10,162 | Includes regular and sports uniforms and student performances. |
| Office Expense | 20,961 | - | - | - | - | 20,961 | Includes general office supplies, paper and postage. |
| Staff Development | 19,051 | - | - | - | - | 19,051 | Includes conferences and other professional development costs. |
| Staff Recruitment | - | - | - | - | - | - | |
| Student Recruitment / Marketing | 818 | - | - | - | - | 818 | Includes printing expenses for flyers and advertising. |
| School Meals / Lunch | 2,580 | - | - | - | - | 2,580 | Includes food for Saturday school. |
| Travel (Staff) | 146 | - | - | - | - | 146 | Includes local staff travel to KIPP NYC schools and offices. |
| Fundraising | - | - | - | - | - | - | |
| Other | 17,698 | - | - | - | - | 17,698 | Includes KIPP licensing fee at 0.001% of per pupil revenue and memberships & trade subscriptions. |
| TOTAL SCHOOL OPERATIONS | 317,971 | 3,183 | - | - | - | 321,154 | |
| **FACILITY OPERATION & MAINTENANCE** | | | | | | | |
| Insurance | 11,899 | - | - | - | - | 11,899 | Based on rate for other KIPP NYC schools. |
| Janitorial | - | - | - | - | - | - | |
| Building and Land Rent / Lease | 72,088 | - | - | - | - | 72,088 | Includes building permits and additional expenses related to classroom set-up. |
| Repairs & Maintenance | - | - | - | - | - | - | |
| Equipment / Furniture | - | - | - | - | - | - | |
| Security | - | - | - | - | - | - | |
| Utilities | - | - | - | - | - | - | |
| TOTAL FACILITY OPERATION & MAINTENANCE | 83,987 | - | - | - | - | 83,987 | |
| **DEPRECIATION & AMORTIZATION** | - | - | - | - | - | - | Assumes all expenses will be under the $2,500 KIPP NYC capitalization threshold. |
| **DISSOLUTION ESCROW & RESERVES / CONTIGENCY** | 25,000 | - | - | - | - | 25,000 | |
| **TOTAL EXPENSES** | **1,506,675** | **88,830** | **-** | **-** | **135,362** | **1,730,868** | |
| **NET INCOME** | **112,160** | **23,202** | **-** | **-** | **(135,362)** | **(0)** | |
| **ENROLLMENTS** | | | | | | | |
| New York City | 90 | 9 | - | | | 99 | |
| **TOTAL ENROLLMENT** | **90** | **9** | **-** | | | **99** | |
| **REVENUE PER PUPIL** | **17,987** | **12,448** | **-** | | | **17,484** | |
| **EXPENSES PER PUPIL** | **16,741** | **9,870** | **-** | | | **17,484** | |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED CASH FLOW FOR YEAR ONE OF OPERATIONS
### July 1, 2012 to June 30, 2013

| | | July | August | September | October | November | December | January | February | March | April | May | June | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Total Revenue** | | 573,158 | 218,474 | 10,308 | 220,285 | 5,853 | 220,285 | 5,853 | 238,807 | 5,853 | 220,285 | 5,853 | 5,853 | 1,730,867 |
| **Total Expenses** | | 296,024 | 246,453 | 129,434 | 100,707 | 125,503 | 101,525 | 130,294 | 102,943 | 138,840 | 112,386 | 123,268 | 123,491 | 1,730,868 |
| **Net Income** | | 277,134 | (27,978) | (119,126) | 119,577 | (119,650) | 118,760 | (124,441) | 135,864 | (132,987) | 107,898 | (117,415) | (117,638) | (0) |
| **Cash Flow Adjustments** | | 250,000 | - | - | - | - | - | - | - | - | - | - | - | 250,000 |
| **Beginning Cash Balance** | | - | 527,134 | 499,156 | 380,030 | 499,607 | 379,957 | 498,717 | 374,276 | 510,140 | 377,154 | 485,052 | 367,637 | - |
| **Net Income** | | 527,134 | 499,156 | 380,030 | 499,607 | 379,957 | 498,717 | 374,276 | 510,140 | 377,154 | 485,052 | 367,637 | 250,000 | 250,000 |
| **REVENUE** | **CY** Per Pupil Rate | * Total Column (Column U) for all lines other than Cash Flow Adjustments should equal the Total Column (Column N) on tab '4.) Year Budget & Assumptions'. | | | | | | | | | | | | |
| **REVENUES FROM STATE SOURCES** | | | | | | | | | | | | | | |
| Per Pupil Revenue | | | | | | | | | | | | | | |
| New York City | 13,527 | 198,847 | 198,847 | - | 198,847 | - | 198,847 | - | 198,847 | - | 198,847 | - | - | 1,193,081 |
| TOTAL Per Pupil Revenue | - | 198,847 | 198,847 | - | 198,847 | - | 198,847 | - | 198,847 | - | 198,847 | - | - | 1,193,081 |
| Special Education Revenue | | 15,585 | 15,585 | - | 15,585 | - | 15,585 | - | 15,585 | - | 15,585 | - | - | 93,510 |
| Grants | | | | | | | | | | | | | | |
| Stimulus | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| DYCD | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUE FROM STATE SOURCES | | 214,432 | 214,432 | - | 214,432 | - | 214,432 | - | 214,432 | - | 214,432 | - | - | 1,286,591 |
| **REVENUE FROM FEDERAL FUNDING** | | | | | | | | | | | | | | |
| IDEA Special Needs | | - | - | - | - | - | - | - | 18,522 | - | - | - | - | 18,522 |
| Title I | | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 3,675 | 44,100 |
| Title Funding - Other | | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 368 | 4,410 |
| School Food Service (Free Lunch) | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grants | | | | | | | | | | | | | | |
| CSP Planning & Implementation | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUE FROM FEDERAL SOURCES | | 4,043 | 4,043 | 4,043 | 4,043 | 4,043 | 4,043 | 4,043 | 22,565 | 4,043 | 4,043 | 4,043 | 4,043 | 67,032 |
| **LOCAL and OTHER REVENUE** | | | | | | | | | | | | | | |
| Contributions and Donations | | 354,684 | - | - | - | - | - | - | - | - | - | - | - | 354,684 |
| Fundraising | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Erate Reimbursement | | - | - | 5,015 | 1,672 | 1,672 | 1,672 | 1,672 | 1,672 | 1,672 | 1,672 | 1,672 | 1,672 | 20,060 |
| Earnings on Investments | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Interest Income | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Food Service (Income from meals) | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Text Book | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| OTHER | | - | - | 1,250 | 139 | 139 | 139 | 139 | 139 | 139 | 139 | 139 | 139 | 2,500 |
| TOTAL REVENUE FROM LOCAL and OTHER SOURCES | | 354,684 | - | 6,265 | 1,811 | 1,811 | 1,811 | 1,811 | 1,811 | 1,811 | 1,811 | 1,811 | 1,811 | 377,244 |
| **TOTAL REVENUE** | | **573,158** | **218,474** | **10,308** | **220,285** | **5,853** | **220,285** | **5,853** | **238,807** | **5,853** | **220,285** | **5,853** | **5,853** | **1,730,867** |
| **EXPENSES** | No. of Positions | | | | | | | | | | | | | |
| **ADMINISTRATIVE STAFF PERSONNEL COSTS** | | | | | | | | | | | | | | |
| Executive Management | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Instructional Management | 1.00 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 11,072 | 132,864 |
| Deans, Directors & Coordinators | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CFO / Director of Finance | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Operation / Business Manager | 1.00 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 7,546 | 90,550 |
| Administrative Staff | 1.00 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 4,439 | 53,264 |
| TOTAL ADMINISTRATIVE STAFF | 3.00 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 23,056 | 276,678 |
| **INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | | | | | | | |
| Teachers - Regular | 5.00 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 30,036 | 360,430 |
| Teachers - SPED | 1.00 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 72,086 |
| Substitute Teachers | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Teaching Assistants | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Specialty Teachers | 2.00 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 12,014 | 144,172 |
| Aides | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Therapists & Counselors | 1.00 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 6,007 | 72,086 |
| Other | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL INSTRUCTIONAL | 9.00 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 54,064 | 648,773 |
| **NON-INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | | | | | | | | |
| Nurse | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Librarian | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Custodian | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Security | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL NON-INSTRUCTIONAL | - | - | - | - | - | - | - | - | - | - | - | - | - | - |

| | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SUBTOTAL PERSONNEL SERVICE COSTS** | 12.00 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 77,121 | 925,451 |
| **PAYROLL TAXES AND BENEFITS** | | | | | | | | | | | | | | |
| Payroll Taxes | | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 6,136 | 73,636 |
| Fringe / Employee Benefits | | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 6,279 | 75,351 |
| Retirement / Pension | | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 2,225 | 26,703 |
| TOTAL PAYROLL TAXES AND BENEFITS | | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 14,641 | 175,690 |
| **TOTAL PERSONNEL SERVICE COSTS** | 12.00 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 91,762 | 1,101,141 |
| **CONTRACTED SERVICES** | | | | | | | | | | | | | | |
| Accounting / Audit | | - | - | - | - | - | - | - | - | - | - | - | 13,981 | 13,981 |
| Legal | | 2,653 | - | - | - | - | - | - | - | - | - | - | - | 2,653 |
| Management Company Fee | | - | 22,560 | 22,560 | - | 22,560 | - | 22,560 | - | 22,560 | - | 22,560 | - | 135,362 |
| Nurse Services | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Food Service / School Lunch | | - | - | - | 860 | 860 | 860 | 860 | 860 | 860 | 860 | 860 | 860 | 7,741 |
| Payroll Services | | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 323 | 3,871 |
| Special Ed Services | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Titlement Services (i.e. Title I) | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other Purchased / Professional / Consulting | | 17,989 | 17,989 | - | - | - | - | - | - | - | - | - | - | 35,977 |
| TOTAL CONTRACTED SERVICES | | 20,964 | 40,872 | 22,883 | 1,183 | 23,743 | 1,183 | 23,743 | 1,183 | 23,743 | 1,183 | 23,743 | 15,164 | 199,586 |
| **SCHOOL OPERATIONS** | | | | | | | | | | | | | | |
| Board Expenses | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Classroom / Teaching Supplies & Materials | | - | 3,993 | 599 | 599 | 599 | 599 | 599 | 599 | 599 | 599 | 599 | 599 | 9,984 |
| Special Ed Supplies & Materials | | - | 1,910 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 127 | 3,183 |
| Textbooks / Workbooks | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Supplies & Materials other | | 29,731 | 14,865 | 496 | 496 | 496 | 496 | 496 | 496 | 496 | 496 | 496 | 496 | 49,551 |
| Equipment / Furniture | | 23,068 | 11,534 | 1,922 | - | - | - | 1,922 | - | - | - | - | - | 38,447 |
| Telephone | | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 224 | 2,694 |
| Technology | | 61,245 | 30,622 | 5,104 | - | - | - | 5,104 | - | - | - | - | - | 102,074 |
| Student Testing & Assessment | | - | 2,438 | - | - | 1,219 | - | - | 1,219 | - | - | - | - | 4,876 |
| Field Trips | | - | - | 389 | 389 | 389 | 389 | 389 | 389 | 15,961 | 12,068 | 389 | 8,175 | 38,930 |
| Transportation (student) | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Student Services - other | | 7,113 | - | - | - | 1,016 | - | - | 1,016 | - | - | - | 1,016 | 10,162 |
| Office Expense | | - | 8,384 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 1,258 | 20,961 |
| Staff Development | | 1,905 | 9,525 | 762 | 762 | 762 | 762 | 762 | 762 | 762 | 762 | 762 | 762 | 19,051 |
| Staff Recruitment | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Student Recruitment / Marketing | | - | - | - | - | - | 818 | - | - | - | - | - | - | 818 |
| School Meals / Lunch | | - | - | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 258 | 2,580 |
| Travel (Staff) | | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 146 |
| Fundraising | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 1,475 | 17,698 |
| TOTAL SCHOOL OPERATIONS | | 124,773 | 84,984 | 12,626 | 5,600 | 7,836 | 6,418 | 12,626 | 7,836 | 21,172 | 17,279 | 5,600 | 14,403 | 321,154 |
| **FACILITY OPERATION & MAINTENANCE** | | | | | | | | | | | | | | |
| Insurance | | 11,899 | - | - | - | - | - | - | - | - | - | - | - | 11,899 |
| Janitorial | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Building and Land Rent / Lease | | 21,626 | 28,835 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 72,088 |
| Repairs & Maintenance | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Equipment / Furniture | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Security | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Utilities | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL FACILITY OPERATION & MAINTENANCE | | 33,525 | 28,835 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 2,163 | 83,987 |
| **DEPRECIATION & AMORTIZATION** | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| **DISSOLUTION ESCROW & RESERVES / CONTIGENCY** | | 25,000 | - | - | - | - | - | - | - | - | - | - | - | 25,000 |
| **TOTAL EXPENSES** | | **296,024** | **246,453** | **129,434** | **100,707** | **125,503** | **101,525** | **130,294** | **102,943** | **138,840** | **112,386** | **123,268** | **123,491** | 1,730,868 |
| **NET INCOME** | | **277,134** | **(27,978)** | **(119,126)** | **119,577** | **(119,650)** | **118,760** | **(124,441)** | **135,864** | **(132,987)** | **107,898** | **(117,415)** | **(117,638)** | **(0)** |
| **CASH FLOW ADJUSTMENTS** | | | | | | | | | | | | | | |
| OPERATING ACTIVITIES | | | | | | | | | | | | | | |
| Example - Add Back Depreciation | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Operating Activities | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| INVESTMENT ACTIVITIES | | | | | | | | | | | | | | |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Investment Activities | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| FINANCING ACTIVITIES | | | | | | | | | | | | | | |
| Loan from KIPP New York, Inc. (0% interest) | | 250,000 | - | - | - | - | - | - | - | - | - | - | - | 250,000 |
| Other | | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Financing Activities | | 250,000 | - | - | - | - | - | - | - | - | - | - | - | 250,000 |
| **Total Cash Flow Adjustments** | | **250,000** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **-** | **250,000** |
| **NET INCOME** | | **527,134** | **(27,978)** | **(119,126)** | **119,577** | **(119,650)** | **118,760** | **(124,441)** | **135,864** | **(132,987)** | **107,898** | **(117,415)** | **(117,638)** | **250,000** |
| **Beginning Cash Balance** | | - | 527,134 | 499,156 | 380,030 | 499,607 | 379,957 | 498,717 | 374,276 | 510,140 | 377,154 | 485,052 | 367,637 | - |
| **ENDING CASH BALANCE** | | **527,134** | **499,156** | **380,030** | **499,607** | **379,957** | **498,717** | **374,276** | **510,140** | **377,154** | **485,052** | **367,637** | **250,000** | **250,000** |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD

| | | | | | | | DESCRIPTION OF ASSUMPTIONS |
|---|---|---|---|---|---|---|---|
| **Total Revenue** | | **1,730,867** | **4,698,458** | **7,244,941** | **10,151,451** | **12,935,787** | |
| **Total Expenses** | | **1,730,868** | **4,698,459** | **7,028,492** | **8,539,048** | **10,994,064** | |
| **Net Income (Before Cash Flow Adjustments)** | | **(0)** | **(0)** | **216,448** | **1,612,403** | **1,941,723** | |
| **Actual Student Enrollment** | | **90** | **280** | **461** | **634** | **792** | |
| **Total Paid Student Enrollment** | | **88** | **274** | **452** | **621** | **776** | Assumes 10% year-over-year enrollment loss per grade. |
| | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | |
| | | **2012** | **2013** | **2014** | **2015** | **2016** | |
| **REVENUE** | | **Per Pupil Revenue Percentage Increase** | | | | | |
| **REVENUES FROM STATE SOURCES** | | **0.0%** | **2.0%** | **2.0%** | **2.0%** | **2.0%** | |
| Per Pupil Revenue | **CY** Per Pupil Rate | | | | | | |
| New York City | 13,527 | 1,193,081 | 3,786,045 | 6,358,122 | 8,919,024 | 11,364,581 | |
| TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding) | 13,527 | 1,193,081 | 3,786,045 | 6,358,122 | 8,919,024 | 11,364,581 | |
| Special Education Revenue | | 93,510 | 296,738 | 497,249 | 694,635 | 888,471 | Assumes 10% of paid student enrollment at $10,390 in 2012 and increased by the annual Per Pupil Revenue Percentage Increase above. |
| Grants | | | | | | | |
| Stimulus | | - | - | - | - | - | |
| DYCD (Department of Youth and Community Developmt.) | | - | - | - | - | - | |
| Other | | - | - | - | - | - | |
| Other | | - | - | - | - | - | |
| TOTAL REVENUE FROM STATE SOURCES | | 1,286,591 | 4,082,783 | 6,855,370 | 9,613,659 | 12,253,052 | |
| **REVENUE FROM FEDERAL FUNDING** | | | | | | | |
| IDEA Special Needs | | 18,522 | 58,776 | 98,493 | 137,590 | 175,984 | Assumes 10% of paid student enrollment at $2,058 in 2012 and increased by the annualPer Pupil Revenue Percentage Increase above. |
| Title I | | 44,100 | 139,944 | 235,016 | 329,675 | 420,070 | Assumes $500 per actual enrolled student an increased by the annual Per Pupil Revenue Percentage above. |
| Title Funding - Other | | 4,410 | 13,994 | 23,502 | 32,967 | 42,007 | See above |
| School Food Service (Free Lunch) | | - | - | - | - | - | |
| Grants | | | | | | | |
| Charter School Program (CSP) Planning & Implementation | | - | - | - | - | - | |
| Other | | - | - | - | - | - | |
| Other | | - | - | - | - | - | |
| TOTAL REVENUE FROM FEDERAL SOURCES | | 67,032 | 212,715 | 357,010 | 500,232 | 638,061 | |
| **LOCAL and OTHER REVENUE** | | | | | | | |
| Contributions and Donations | | 354,684 | 375,400 | - | - | - | Assumes that deficits generated by the school, based on a shortfall of public funding, will be financed by private contributions or from KIPP New York, Inc. |
| Fundraising | | - | - | - | - | - | |
| Erate Reimbursement | | 20,060 | 20,060 | 20,060 | 20,060 | 20,060 | Based on reimbursement rate for voice and data services for other KIPP NYC schools. |
| Earnings on Investments | | - | - | - | - | - | |
| Interest Income | | - | - | - | - | - | |
| Food Service (Income from meals) | | - | - | - | - | - | |
| Text Book | | - | - | - | - | - | |
| OTHER | | 2,500 | 7,500 | 12,500 | 17,500 | 24,613 | Includes estimate of cash collections for student uniforms, supplies and field trips. |
| TOTAL REVENUE FROM LOCAL and OTHER SOURCES | | 377,244 | 402,960 | 32,560 | 37,560 | 44,673 | |
| **TOTAL REVENUE** | | **1,730,867** | **4,698,458** | **7,244,941** | **10,151,451** | **12,935,787** | |
| **EXPENSES** | | | | | | | |
| **ADMINISTRATIVE STAFF PERSONNEL COSTS** | No. of Positions | | | | | | |
| Executive Management | - | - | - | - | - | - | Assumes Superintendent and Executive Director are employed by the KIPP NYC Shared Services Team and are included in the management fee. |
| Instructional Management | 1.00 | 132,864 | 272,547 | 279,534 | 285,125 | 318,782 | MS includes 1 in years 1-5; ES includes 1 principal in years 2-5; HS includes 1 shared HS principal and 2 shared HS assistant principals in year 5. |
| Deans, Directors & Coordinators | - | - | 200,344 | 274,864 | 290,503 | 454,276 | MS includes 2 Deans in years 2-5; ES includes 1 Dean in year 2 and 2 deans in years 2-5; HS includes 7 shared Deans, 4 shared College or Career Counselors, in year 5. |
| CFO / Director of Finance | - | - | - | - | - | - | |
| Operation / Business Manager | 1.00 | 90,550 | 185,747 | 190,509 | 194,319 | 212,022 | MS includes 1 Director of Operations in years 1-5; ES includes 1 Director of Operations in years 2-5; HS includes 1 shared Director of Operations and 1 shared School Operations Manager in year 5. |
| Administrative Staff | 1.00 | 53,264 | 114,696 | 117,667 | 120,021 | 132,320 | MS includes 1 Office Manager in years 1-5; ES includes 1 Office Manager in years 2-5; HS includes 2 shared Office Managers in year 5. |
| TOTAL ADMINISTRATIVE STAFF | 3.00 | 276,678 | 773,335 | 862,575 | 889,968 | 1,117,401 | |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD

| | | | | | | | DESCRIPTION OF ASSUMPTIONS |
|---|---|---|---|---|---|---|---|
| **Total Revenue** | | **1,730,867** | **4,698,458** | **7,244,941** | **10,151,451** | **12,935,787** | |
| **Total Expenses** | | **1,730,868** | **4,698,459** | **7,028,492** | **8,539,048** | **10,994,064** | |
| **Net Income (Before Cash Flow Adjustments)** | | **(0)** | **(0)** | **216,448** | **1,612,403** | **1,941,723** | |
| **Actual Student Enrollment** | | **90** | **280** | **461** | **634** | **792** | |
| **Total Paid Student Enrollment** | | **88** | **274** | **452** | **621** | **776** | Assumes 10% year-over-year enrollment loss per grade. |
| | | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | |
| | | **2012** | **2013** | **2014** | **2015** | **2016** | |
| **INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | |
| Teachers - Regular | 5.00 | 360,430 | 1,332,782 | 2,363,430 | 2,941,879 | 3,748,187 | MS Teachers include 5 in yr 1,10 in yr 2, 15 in yr 3, 17 in yrs 4-5; ES Teacher includes 8 in yr 2, 16 in yr 3, 20 in yr 4 and 24 in yr 5; HS includes 36 shared Teachers in year 5. |
| Teachers - SPED | 1.00 | 72,086 | 149,404 | 230,382 | 319,176 | 464,420 | MS SPED Teachers include 1 in yr 1, 2 in yr 2, 3 in yrs 3-5; ES SPED Teachers include 1 in yr 4, 2 in yr 5; HS includes 36 shared SPED Teachers in year 5. |
| Substitute Teachers | - | - | - | - | - | - | |
| Teaching Assistants | - | - | - | - | - | - | |
| Specialty Teachers | 2.00 | 144,172 | 225,588 | 457,339 | 561,429 | 750,063 | MS Specialty Teachers include 2 in yrs 1-2, 4 in yr 3-5; ES Specialty Teachers include 1 in yr 2, 2 in yr 3, 3 in yr 4 and 4 in yr 5; HS includes 9 shared Specialty Teachers in year 5. |
| Aides | - | - | - | - | - | - | |
| Therapists & Counselors | 1.00 | 72,086 | 149,404 | 230,382 | 319,176 | 400,709 | MS Counselors include 1 in yrs 1-2, 2 in yr 3-5; ES counselors includes 1 in yrs 2-3, 2 in yrs 4-5; HS includes 8 shared Counselors in year 5. |
| Other | - | - | - | - | - | - | |
| TOTAL INSTRUCTIONAL | 9.00 | 648,773 | 1,857,178 | 3,281,533 | 4,141,660 | 5,363,378 | |
| **NON-INSTRUCTIONAL PERSONNEL COSTS** | | | | | | | |
| Nurse | - | - | - | - | - | - | |
| Librarian | - | - | - | - | - | - | |
| Custodian | - | - | - | - | - | - | |
| Security | - | - | - | - | - | - | |
| Other | - | - | - | - | - | - | |
| TOTAL NON-INSTRUCTIONAL | - | - | - | - | - | - | |
| **SUBTOTAL PERSONNEL SERVICE COSTS** | 12.00 | 925,451 | 2,630,513 | 4,144,107 | 5,031,628 | 6,480,779 | |
| **PAYROLL TAXES AND BENEFITS** | | | | | | | |
| Payroll Taxes | | 73,636 | 210,033 | 331,106 | 402,106 | 518,029 | Based on employer tax rates for other KIPP NYC schools. Year 5 includes allocation of payroll taxes for employees of KIPP NYC College Prep HS proportial to students enrolled in HS to total HS enrollment. |
| Fringe / Employee Benefits | | 75,351 | 234,284 | 402,981 | 526,457 | 713,879 | See above |
| Retirement / Pension | | 26,703 | 75,956 | 118,545 | 139,223 | 268,128 | See above |
| TOTAL PAYROLL TAXES AND BENEFITS | | 175,690 | 520,273 | 852,632 | 1,067,785 | 1,500,036 | |
| **TOTAL PERSONNEL SERVICE COSTS** | 12.00 | 1,101,141 | 3,150,787 | 4,996,739 | 6,099,413 | 7,980,814 | |
| **CONTRACTED SERVICES** | | | | | | | |
| Accounting / Audit | | 13,981 | 14,261 | 14,545 | 14,836 | 14,923 | Fee paid to independent auditor. |
| Legal | | 2,653 | 5,359 | 5,466 | 5,520 | 5,592 | Assumes most legal consultation will be provided pro-bono. |
| Management Company Fee | | 135,362 | 429,550 | 721,238 | 1,011,389 | 1,289,111 | Management fee is 10% of governement revenues. Services include operations, HR, finance, technology, payroll, recruiting and fundraising. |
| Nurse Services | | - | - | - | - | - | |
| Food Service / School Lunch | | 7,741 | 29,411 | 51,139 | 72,994 | 33,608 | Includes student lunches and snacks. |
| Payroll Services | | 3,871 | 14,477 | 28,677 | 35,317 | 43,832 | Based on current payroll services contract for other KIPP NYC schools. |
| Special Ed Services | | - | - | - | - | - | |
| Titlement Services (i.e. Title I) | | - | - | - | - | - | |
| Other Purchased / Professional / Consulting | | 35,977 | 54,642 | 42,142 | 43,390 | 55,364 | Includes tech consulting, interns, building repair contracts. |
| TOTAL CONTRACTED SERVICES | | 199,586 | 547,700 | 863,207 | 1,183,446 | 1,442,430 | |
| **SCHOOL OPERATIONS** | | | | | | | |
| Board Expenses | | - | - | - | - | - | All development expenses included in management fee. |
| Classroom / Teaching Supplies & Materials | | 9,984 | 39,402 | 57,497 | 81,262 | 108,915 | Includes instructional and student materials such as binders, pencils, markers, notebooks, etc. |
| Special Ed Supplies & Materials | | 3,183 | 4,308 | 4,394 | 4,482 | 5,045 | Includes instructional and student materials specific to SPED students such as classroom centers, pencils, markers, notebooks, etc. |
| Textbooks / Workbooks | | - | - | - | - | - | |
| Supplies & Materials other | | 49,551 | 100,247 | 106,818 | 105,135 | 122,983 | Includes any textbooks or workbooks |
| Equipment / Furniture | | 38,447 | 68,107 | 64,169 | 59,952 | 69,594 | Includes classroom & office furniture, athletic & enrichment equipment. |

# KIPP NYC Washington Heights Academy (II)
## PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD

| | | | | | | DESCRIPTION OF ASSUMPTIONS |
|---|---|---|---|---|---|---|
| **Total Revenue** | **1,730,867** | **4,698,458** | **7,244,941** | **10,151,451** | **12,935,787** | |
| **Total Expenses** | **1,730,868** | **4,698,459** | **7,028,492** | **8,539,048** | **10,994,064** | |
| **Net Income (Before Cash Flow Adjustments)** | **(0)** | **(0)** | **216,448** | **1,612,403** | **1,941,723** | |
| **Actual Student Enrollment** | **90** | **280** | **461** | **634** | **792** | |
| **Total Paid Student Enrollment** | **88** | **274** | **452** | **621** | **776** | Assumes 10% year-over-year enrollment loss per grade. |
| | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** | |
| | **2012** | **2013** | **2014** | **2015** | **2016** | |
| Telephone | 2,694 | 5,579 | 5,917 | 6,096 | 15,080 | Includes land lines and fax lines. |
| Technology | 102,074 | 210,144 | 200,950 | 190,891 | 219,604 | Includes classroom technology, staff laptops, photocopiers, internet services, wiring materials, software and software licensing. |
| Student Testing & Assessment | 4,876 | 11,677 | 18,241 | 16,587 | 21,275 | Includes test booklets and grading. |
| Field Trips | 38,930 | 136,355 | 190,495 | 279,929 | 338,297 | Includes local field lessons and 1 end-of-year trip for 75% of enrolled students ranging from $450 - $1,500/student. |
| Transportation (student) | - | - | - | - | - | |
| Student Services - other | 10,162 | 31,792 | 52,562 | 75,524 | 104,297 | Includes regular and sports uniforms and student performances. |
| Office Expense | 20,961 | 53,622 | 84,842 | 86,443 | 101,367 | Includes general office supplies, paper and postage. |
| Staff Development | 19,051 | 65,583 | 110,587 | 118,420 | 139,566 | Includes conferences and other professional development costs. |
| Staff Recruitment | - | - | - | - | - | |
| Student Recruitment / Marketing | 818 | 2,245 | 3,644 | 5,020 | 6,214 | Includes printing expenses for flyers and advertising. |
| School Meals / Lunch | 2,580 | 9,804 | 17,046 | 24,331 | 33,608 | Includes food for Saturday school. |
| Travel (Staff) | 146 | 1,140 | 2,629 | 3,391 | 4,205 | Includes local staff travel to KIPP NYC schools and offices. |
| Fundraising | - | - | - | - | - | |
| Other | 17,698 | 46,990 | 66,896 | 69,498 | 72,041 | Includes KIPP licensing fee at 0.001% of per pupil revenue and memberships to NYCCSA, PSAL, CSAL. Also includes trade memberships & subscriptions. |
| TOTAL SCHOOL OPERATIONS | 321,154 | 786,993 | 986,686 | 1,126,961 | 1,362,092 | |
| **FACILITY OPERATION & MAINTENANCE** | | | | | | |
| Insurance | 11,899 | 39,450 | 66,860 | 94,228 | 119,079 | Based on rate for other KIPP NYC schools. |
| Janitorial | - | - | - | - | - | |
| Building and Land Rent / Lease | 72,088 | 148,529 | 90,000 | 35,000 | 35,000 | Includes building permits and additional expenses related to classroom set-up. |
| Repairs & Maintenance | - | - | - | - | - | |
| Equipment / Furniture | - | - | - | - | - | |
| Security | - | - | - | - | - | |
| Utilities | - | - | - | - | 54,648 | Includes allocation of building operating costs for KIPP NYC College Prep HS. |
| TOTAL FACILITY OPERATION & MAINTENANCE | 83,987 | 187,979 | 156,860 | 129,228 | 208,727 | |
| **DEPRECIATION & AMORTIZATION** | - | - | - | - | - | |
| **DISSOLUTION ESCROW & RESERVES / CONTIGENCY** | 25,000 | 25,000 | 25,000 | - | - | |
| **TOTAL EXPENSES** | **1,730,868** | **4,698,459** | **7,028,492** | **8,539,048** | **10,994,064** | |
| **NET INCOME** | **(0)** | **(0)** | **216,448** | **1,612,403** | **1,941,723** | |
| **ENROLLMENT - *School Districts Are Linked To Above Entries*** | | | | | | |
| New York City | 90 | 280 | 461 | 634 | 792 | |
| **TOTAL ENROLLMENT** | **90** | **280** | **461** | **634** | **792** | |
| **REVENUE PER PUPIL** | **19,232** | **16,780** | **15,716** | **16,012** | **16,333** | |
| **EXPENSES PER PUPIL** | **19,232** | **16,780** | **15,246** | **13,469** | **13,881** | |
| **CASH FLOW ADJUSTMENTS** | | | | | | |
| OPERATING ACTIVITIES | | | | | | |
| Example - Add Back Depreciation | - | - | - | - | - | |
| Other | - | - | - | - | - | |
| Total Operating Activities | - | - | - | - | - | |
| INVESTMENT ACTIVITIES | | | | | | |
| Example - Subtract Property and Equipment Expenditures | - | - | - | - | - | |
| Other | - | - | - | - | - | |
| Total Investment Activities | - | - | - | - | - | |
| FINANCING ACTIVITIES | | | | | | |
| Loan from KIPP New York, Inc. (0% interest) | 250,000 | - | (100,000) | (150,000) | - | Repayment of $250K loan from KIPP New York Inc. |
| Other | - | - | - | - | - | |
| Total Financing Activities | 250,000 | - | (100,000) | (150,000) | - | |
| **Total Cash Flow Adjustments** | **250,000** | **-** | **(100,000)** | **(150,000)** | **-** | |
| **NET INCOME** | **250,000** | **(0)** | **116,448** | **1,462,403** | **1,941,723** | |
| **Beginning Cash Balance** | - | 250,000 | 249,999 | 366,448 | 1,828,851 | Assumes $250K loan from KIPP New York Inc. to use as float for up to 5 yrs. |
| **Ending Cash Balance** | **250,000** | **249,999** | **366,448** | **1,828,851** | **3,770,573** | |

Attachment 18: KIPP NYC Washington Heights Academy (II) - High School Graduation Requirements

*Requirements for a student to be awarded a high school diploma if the proposed charter school's plans to serve the 12th grade. [Ed.L. § 2851(2)(u)]*

The following matrix outlines the credits that will be required for graduation:

| Course | KIPP NYC College Prep Credits Required[2] | NY State Credits Required[2] | KIPP NYC College Prep Regents Diploma Requirements[1 3] | KIPP NYC College Prep Advanced Regents Diploma Requirements[1 3] | KIPP NYC College Prep Course Offerings |
|---|---|---|---|---|---|
| **English & Language Arts** | **4** | **4** | 70 or higher on English III Regents | 70 or higher on English III Regents | English I<br>English II<br>English III (Regents)<br>English IV |
| **Mathematics** | **4** | **3** | 70 or higher on one math Regents | 70 or higher on three math Regents[6] | Integrated Algebra (Regents)<br>Geometry (Regents)<br>Algebra II/Trigonometry (Regents)<br>Pre-Calculus |
| **Science** | **4** (plus 1,200 minutes of lab work) | **3** (plus 1,200 minutes of lab work) | 70 or higher on one science regents | 70 or higher on two science regents (life and physical)[6] | Living Environment (Regents)<br>Chemistry (Regents)<br>Physics (Regents)<br>AP Biology or AP Chemistry |
| **Social Studies** | **4** | **4** | 70 or higher on two social studies regents | 70 or higher on two social studies regents | Global History I |
| Global History & Geography | **2** | **2** | | | Global History II (Regents) |
| US History | **1** | **1** | | | US History & Gov't (Regents) |
| Economics | **0.5** | **0.5** | | | Economics (0.5) |
| Participation in Government | **0.5** | **0.5** | | | Participation in Gov't (0.5) |
| **Language other than English[4]** | **3** | **3** (for AR Diploma)<br>**1** (for R Diploma)[7] | None | 70 or higher on Spanish III Regents | Spanish I<br>Spanish II<br>Spanish III (Regents)<br>Spanish IV |
| **Physical Education** | **2** | **2** | | | Physical Education I and II |

Attachment 18: KIPP NYC Washington Heights Academy (II) - High School Graduation Requirements

| | | | | | |
|---|---|---|---|---|---|
| **Health Education** (w/parenting) | **0.5** | **0.5** | | | Health (0.5) |
| **Visual Arts, Music, Dance, and/or Theatre**[5] | **1** | **1** | | | Visual Arts |
| **Career and Tech Education** | 1 | **1** | | | Technology |
| **Elective Areas** (required college prep sequence counts towards elective credits) | **3.5** | **1.5** for AR, **3.5** for R Diploma | | | Speech and Composition (0.5)<br>Math and Verbal Reasoning (0.5)<br>College Readiness (0.5)<br>Honors Speech and Composition / Senior Research and College Counseling |
| **Total** | **26** | **22** | **5 exams** | **9 exams** | |

| |
|---|
| 1: NY State requires only 65 or higher to pass each Regents exam. |
| 2: One unit of credit is equivalent to one year long course or two semester length courses; one-half unit of credit is equivalent to one semester long course. |
| 3: A local school district may award a student a Regents diploma with honors or a Regents diploma with advanced designation with honors to a student who achieves an average of 90 percent on all Regents examinations required for the diploma. |
| 4: Students identified with at disability that adversely affects their ability to learn a language may be excused from Regents requirements (must be indicated on IEP). |
| 5: A student may obtain one-half or one unit of credit in art, music, dance or theatre by participating in a school's major performing groups, such as band, chorus, orchestra, dance group or theatre group if such participation is equivalent to that unit of study. |
| 6: Students who complete all coursework and testing requirements for the Regents diploma with advanced designation in math and/or science, and who score 85 or higher on three Regents exams in math and/or science will earn a Regents diploma with advanced designation with an annotation on the diploma that denotes mastery in math and/or science. |
| 7: The NY State Regents Diploma I credit requirement for Language can also be earned by passing the regents exam. |

# JOINT HIGH SCHOOL COMMITTEE MOU

## I. Authority

The boards of directors (the "Boards") of each of KIPP Academy Charter School ("KIPP Academy"), KIPP S.T.A.R. College Prep Charter School ("KIPP STAR"), KIPP Always Mentally Prepared Academy Charter School ("KIPP AMP") and KIPP Infinity Charter School ("KIPP Infinity") (each party individually referred to as a "Charter School," and collectively, the "Charter Schools") established the Joint High School Committee ("Committee") by resolutions of each Board dated _____ ___, 2009. This Joint High School Committee (this "Charter") was adopted by each of the Boards on _____ ___, 2009. For purposes of clarity, the Committee's responsibilities and authority as described herein are derivative of the authorities granted to the Boards of each Charter School.

## II. Purpose

The primary purposes of the Committee shall be to make decisions on behalf of the co-located high school program (except as prohibited by applicable law or expressly delegated to the Boards of each Charter School as described in the Memorandum of Understanding attached hereto as Schedule A) and to work collaboratively to create a network of support and opportunities for growth and improvement with respect to the co-located high school program.

## III. Membership

The Committee shall consist of all of the members of all of the Boards. The Committee shall vote to appoint a Chairman (the "Chairman") and a Secretary (the "Secretary") of the Committee. The members of the Committee shall serve until their successors are appointed and qualify. The Board of each Charter School shall have the power to remove a member of the Committee in connection with his/her removal from the Board of such Charter School with or without cause and to fill any resulting vacancies on the Committee.

## IV. Committee Meetings and Action

(a) The number of members required to constitute a quorum for each individual Board's meetings must be present to constitute a quorum for the transaction of business of the Committee.

(b) Each Charter School Board will be entitled to one vote on the Committee.

(c) A majority vote of the Boards comprising the Committee will be required to set policy and make decisions regarding the co-located high school program. If any proposal is passed with less than a unanimous vote, the Charter School Board voting against such proposal will immediately be required to take a vote as a Board to either ratify the proposal with respect to its Charter School or to withdraw from the co-located high school program.

(d) The Secretary will keep minutes of all Committee meetings, which will be distributed to all Boards no later than the next Committee meeting.

(e) The Committee will establish a formal meeting schedule and will meet at such other times as may be requested by any Board or the Chairman.

(f) The Secretary and the Chairman will prepare a preliminary agenda for each meeting of the Committee.

(g) The agenda and all materials to be reviewed at each meeting of the Committee should be distributed directly to the Boards by the Secretary as promptly as possible, but in no event later than one (1) business day prior to such meeting.

(h) The Secretary shall coordinate all mailings to the Boards.

## V. Dissolution of Committee

The Committee may be dissolved in a manner consistent with Section D of the Memorandum of Understanding.

**Sample Coverage from KIPP Academy Middle - CONFIRMATION OF PLACEMENT – 2010-2011**

This is to certify that the insurance hereinafter described has been bound as follows.

| **Insured Coverage Information** | |
|---|---|
| **Insured:** | Kipp Academy Middle |
| **Mailing Address:** | 250 E. 156th Street<br>Bronx, New York 10451 |
| **Location(s) Address:** | 250 E. 156th Street<br>Bronx, New York 10451 |
| **Average Daily Attendance:** | 256 |
| **# of Employees:** | 31 Employees |

| **Commercial Package Coverage** | |
|---|---|
| **Carrier:** | Philadelphia Indemnity Ins. Co. |
| **Term:** | Effective at 12:01 a.m. on July 1, 2010 and ending at 12:01 a.m. on the last day of 7/01/11. Standard time at the address of insured as stated herein. |

| Coverage | Limits | |
|---|---|---|
| **Comprehensive General Liability** | $1,000,000 | Each Occurrence |
| ▪ Philadelphia Indemnity Ins. Co. | $2,000,000 | General Aggregate (other than Products/Completed Operations) |
| | $2,000,000 | Products/Completed Operations |
| | $1,000,000 | Personal & Advertising Injury |
| | $500,000 | Per Premise – Fire Legal Liability |
| | $25,000 | Medical Payments (excluding Students) |
| | $1,000,000 | Employee Benefits Liability Aggregate (Claims-Made)<br>Employee Benefits Retro Date: 7/1/10 |
| | $1,000,000 | Each Occurrence |
| ▪ Philadelphia Indemnity Ins. Co. | $2,000,000 | Aggregate |
| | $0 | Deductible |
| | $25,000 | Employee Defense Coverage |
| | $1,000,000 | Each Occurrence |
| | $1,000,000 | Aggregate |
| **Professional Educators Legal Liability** | $100,000 | Defense Reimbursement |
| ▪ Philadelphia Indemnity Ins. Co. | $300,000 | Defense Reimbursement Agg. |
| | $1,000 | Deductible Per Claim |
| **Automobile Liability** | | |
| ▪ Philadelphia Indemnity Ins. Co. | | |
| – Non-Owned Automobile Liability: | $1,000,000 | Per Occurrence |
| – Hired Automobile Liability: | $1,000,000 | Per Occurrence |
| - Supplementary Payments: | $2,500 | |

| **Property Coverages** | |
|---|---|
| **Carrier:** | Philadelphia Indemnity Insurance Company |
| **Term:** | Effective at 12:01 a.m. on 07/01/2010 and ending at 12:01 a.m. on the last day of 7/01/2011. Standard time at the address of insured as stated herein. |
| **Deductible:** | $10,000 Per Occurrence Property<br>$1,000 Transit<br>$1,000 EDP Equipment |

| Coverage | Limits |
|---|---|
| **Limit of Insurance** | |
| ▪ Blanket Personal Property | $1,563,876 |
| ▪ Personal Property in Transit | $100,000 |
| ▪ Electronic Data Processing Equipment / Computers | $1,872,788 |
| ▪ Blanket Business Income | $3,500,000 |
| ▪ **Coinsurance:** | Building: None |

| | |
|---|---|
| ▪ **Deductibles:** | Contents: None<br>Business Income: None<br>$10,000 Personal Property<br>$1,000 Transit<br>$1,000 EDP Equipment |
| ▪ **Valuation:** | Building: Replacement Cost<br>Contents: Replacement Cost<br>Business Income: Actual Loss Sustained |
| ▪ **Major Exclusions:**<br>- Earth Movement<br>- Earthquake Sprinkler Leakage<br>- Flood<br>- Water<br>- War | |
| ▪ **Crime:** | $1,000,000 Employee Dishonesty<br>$10,000 Deductible<br>$300,000 Forgery or Alteration<br>$5,000 Deductible<br>$50,000 Inside Premises – Theft of Money & Securities<br>$1,000 Deductible<br>$50,000 Outside Premises<br>$1,000 Deductible<br>$100,000 Computer Fraud<br>$1,000 Deductible<br>$100,000 Kidnap and Ransom<br>$0 Deductible |

| **School Board Liability with Employment Practices Liability** | |
|---|---|
| **Carrier:** | Scottsdale Insurance Company |
| **Term:** | Effective at 12:01 a.m. on 07/01/2010 and ending at 12:01 a.m. on the last day of 7/01/2011. Standard time at the address of insured as stated herein. |

| Coverage | Limits |
|---|---|
| **Insured Person or Organization** | $1,000,000 Per Claim / Aggregate |
| ▪ Deductibles: | $0 |
| ▪ Claims Made Policy | |
| ▪ Continuity Date: 12/6/2007 | |
| **Employment Practice Liability** | $1,000,000 Per Claim / Aggregate |
| ▪ Deductibles: | $1,000 Per Claim |
| ▪ Claims Made Policy | |
| ▪ Continuity Date: 12/6/2007 | |
| **Fiduciary Liability** | $1,000,000 Per Claim / Aggregate |
| ▪ Deductibles: | $0 |
| ▪ Claims Made Policy | |
| ▪ Continuity Date: 7/1/2009 | |

**Kipp Academy Middle**

| Excess Liability | |
|---|---|
| **Carrier:** | Insurance Company of the State of PA |
| **Term:** | Effective at 12:01 a.m. on 07/01/2010 and ending at 12:01 a.m. on the last day of 7/01/2011. Standard time at the address of insured as stated herein. |

| Coverage | Limits | |
|---|---|---|
| **EXCESS LIABILITY:** | | |
| **Limit of Liability** | $19,000,000 | Each Occurrence |
| ▪ Following form over policies listed below:<br>❖ General Liability, including abuse and molestation<br>❖ Employee Benefits Liability<br>❖ Automobile<br>❖ School Board Liability/D&O<br>❖ Employment Practices Liability | $19,000,000 | Annual Aggregate, where applicable excess of underlying |

| Workers Compensation | |
|---|---|
| **Carrier:** | Hartford Accident & Indemnity Co. |
| **Term:** | Effective at 12:01 a.m. on 07/01/2010 and ending at 12:01 a.m. on the last day of 7/01/2011. Standard time at the address of insured as stated herein. |

| Coverage | Limits | |
|---|---|---|
| Coverage A – Workers Compensation | Statutory | |
| Coverage B - Employers Liability | $1,000,000 | Bodily Injury by Accident<br>Policy Limit- Each Employee |
| ❖ Other States Insurance (except Monopolistic States: ND, OH,WY,WA)<br>❖ Voluntary Compensation Endorsement<br>❖ Stop Gap Coverage | | |
| | | **Estimated Annual Payroll: 2,731,144** |