



January 2019

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of January 2019 Agenda**
- 3. Approval of December 2018 Minutes**
- 4. Action Items**
 - **Adoption of school disciplinary code**
 - **Adoption of FERPA form for students**
 - **Adoption of school complaint policy for parents/guardians**
 - **Approval of engagement letter with CSL as school counsel**
 - **Approval of the initial operating budget**
 - **Approval of CMO agreement**
 - **Approval of school enrollment policy**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

December 21, 2018

2:30 PM

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Angela Mirizzi Olsen*
Ernest Paige*
Leticia Remauro*
Noemi Zibuts*

Also Present:

Jon Rosenberg, Hebrew Public*

Cliff Schneider, Prospective Counsel*

* Denotes by video conference

1. Call to Order

Leticia Remauro called the meeting to order at 2:31 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

Leticia Remauro made a motion to adopt the December 2018 Agenda. Ernest Paige seconded and the motion carried unanimously.

3. Facilities Update

The board discussed potential sites for the school building. The board decided that the chair should appoint an ad hoc committee to work with Hebrew Public to assess all potential sites and give its recommendations to the board.

4. Action Items

- a. After a discussion and review of drafts, Leticia Remauro made a motion to adopt the following organizing resolutions:
 - By-Laws
 - Conflict of Interest Policy
 - Whistle Blower Policy
 - Code of Ethics
 - FOIL Policy
 - Public Comments Period Policy
 - Board Meeting Calendar 2018-2019
 - Fiscal School Year Start Date (July 1)
 - Authorizing officers of the school to file an application for an exemption under section 501(C)(3)
 - Authorizing officers of the school to open bank accounts

Angela Olsen seconded and the motion carried unanimously. As such, the board passed the following resolution(s):

STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL

ORGANIZING RESOLUTIONS OF THE BOARD OF TRUSTEES

DECEMBER 21, 2018

The Board of Trustees (the “Board”) of The Staten Island Hebrew Public Charter School (the “School”), a New York not-for-profit education corporation, does hereby adopt the following resolutions at a duly held and noticed meeting on the date set forth above.

BE IT RESOLVED, that the persons listed on **Schedule I** attached hereto and incorporated herein, be, and they hereby are, confirmed at Trustees on the Board of Trustees of the School, to serve such terms set forth opposite of their names and until their respective successors have been duly elected and qualified in accordance with the By-Laws of the School, conditional upon receiving any required approvals from the School’s authorizer, the New York State Education Department;

BE IT FURTHER RESOLVED, that the persons listed on **Schedule I** attached hereto and incorporated herein, be, and they hereby are, elected to the officers of the School set forth opposite of their names, to serve in accordance with the By-Laws of the School and until their respective successors have been duly elected and qualified, conditional upon receiving any required approvals from the School’s authorizer, the New York State Education Department;

BE IT FURTHER RESOLVED, that the By-Laws, attached hereto as **Exhibit A**, are hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Conflict of Interest Policy, attached hereto as **Exhibit B**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Code of Ethics, attached hereto as **Exhibit C**, shall replace the Code of Ethics previously adopted by the Board and is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Whistleblower Policy, attached hereto as **Exhibit D**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Public Comment Policy, attached hereto as **Exhibit E**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the fiscal year of the School shall begin on the first day of July;

BE IT FURTHER RESOLVED, that the calendar of Board meetings for 2018-2019 attached hereto as **Exhibit F** is hereby approved and adopted;

BE IT FURTHER RESOLVED, that each of the Directors, Officers and Authorized Representatives (which, unless expressly prohibited by Law or another policy or resolution adopted by the Board) of the School be, and each of them hereby is, authorized and directed in the name and on behalf of the School, complete and submit such forms and applications as are necessary or appropriate in such other jurisdictions as determined by the officers in order for the School to obtain and maintain “tax exempt” status in each such jurisdiction

BE IT FURTHER RESOLVED, that the officers of the School and Authorized Representatives are hereby authorized to open bank accounts at such banks and with such authorized signatories as they deem appropriate, and that the officers of the School are hereby authorized and directed to deliver to such banks any certificates regarding resolutions of the School and to execute and deliver other such forms and documents as the banks may require in furtherance of the foregoing, and to attach such certificates to these resolutions, all such resolutions being hereby adopted as if set in full in this resolution;

BE IT FURTHER RESOLVED, that the School is hereby authorized and directed to work with the School's insurance brokers to obtain such liability insurance is required by the School's Charter and otherwise deemed necessary and advisable to protect the School and its directors, officers, volunteers and agents (including without limitation directors and officers and general liability policies);

BE IT FURTHER RESOLVED, that each officer of the School, acting or signing, singly, is hereby authorized and empowered on behalf of and in the name of the School, to execute and deliver all such other instruments and documents, to pay all fees and expenses and to do all such other acts and things as, in each officer's judgment, may be necessary or advisable to carry out the purposes and intent of the foregoing resolutions; and

BE IT FURTHER RESOLVED, that all actions taken by each of the founders of the School in respect of the School and furtherance of the business of the School up to and including the date of these resolutions are hereby approved, confirmed and ratified in all respects.

- b. After reviewing the charter application, Ernest Paige made a motion to elect the slate of officers as presented in the application for the remainder of the current board year:
- Leticia Remauro, Chair
 - Shelley Jain, Vice Chair
 - Yelena Sklyar, Treasurer
 - Mark Fink, Secretary

Noemi Zibuts seconded and the motion carried unanimously.

5. Public Comments

None.

6. Adjournment

Leticia Remauro made a motion to adjourn. Mark Fink seconded and the motion carried unanimously. The meeting was adjourned at 3:21 pm.

Educational Services Agreement

between

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

and

Staten Island Hebrew Public Charter School

EDUCATIONAL SERVICES AGREEMENT

THIS EDUCATIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of the 24th day of January 2019 by and between **National Center for Hebrew Language Charter School Excellence and Development, Inc. d/b/a Hebrew Public (“HP”)**, a Delaware non-stock corporation with authority to do business in New York State with its principal place of business located at 555 Eighth Avenue, Suite 1703, New York, New York 10018, and **Staten Island Hebrew Public Charter School (“SIHP”)**, a New York education corporation having an address of c/o Hebrew Public, 555 Eighth Avenue, Suite 1703, New York, NY 10018 . Together, HP and SIHP shall be referred to as the “Parties” and each separately as a “Party.”

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

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

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

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

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

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

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

- I. **TERM AND RENEWAL.** The term of this Agreement shall commence as of January 24, 2019 (the “Effective Date”) and shall continue through June 30, 2025 (the “Term”) unless terminated prior to such date in accordance with Section II below. The Parties

agree to give written notice of their intent to renew or not to renew this Agreement on or before and should both Parties desire to renew the Agreement, they shall work diligently to negotiate such agreement by. Notwithstanding the foregoing, the Term shall not extend beyond the term of the Charter.

2. REPRESENTATIONS AND WARRANTIES

- a. **Representations and Warranties of HP.** HP represents and warrants as follows:
- i. Organization and Tax-Exempt Status; Authority. HP is a not-profit corporation duly organized under the laws of Delaware with authority to do business in New York and was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. HP possesses, or will take steps to secure, the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligations of HP, enforceable against HP in accordance with its terms.
 - ii. Conduct of HP. The Services (defined in Section IV below) provided by HP under this Agreement shall comply with the Charter and all applicable local, State, and federal laws and regulations.
 - iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of HPs' knowledge threatened against HP that would have a material adverse effect on HP's ability to perform the Services contemplated by this Agreement. HP further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.
 - iv. Capacity. HP currently provides services to other charter schools within its network and will likely during the Term of this Agreement add additional charter schools to its network and provide various services to those schools as well. Regardless of the number of other schools to which HP shall provide services, HP warrants and represent that it shall at all times during the Term of this Agreement employ and otherwise contract with staff in such numbers as shall be required for HP to effectively deliver to the School the Services required under this Agreement.
 - v. Full Disclosure. No representation or warranty of HP herein and no statement, information, or certificate furnished or to be furnished by HP pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which SIHP would reasonably need to rely to perform its obligations under this Agreement.

b. Representations and Warranties of SIHP. SIHP represents and warrants as follows:

- i. Organization and Tax Exempt Status; Authority: SIHP is an education corporation with the legal authority to operate charter school in New York State and contract with HP for the Services contemplated in this Agreement. SIHP was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Should for any reason the terms of this Agreement cause the Internal Revenue Service to notify the School that this Agreement does not conform with the School's tax exemption previously granted, HP and the School shall in good faith work collaboratively to make such modifications as may be reasonably required to assuage the Service's concerns and preserve the School's tax exempt status. The School operated by SIHP is now, and shall at all times throughout the Term remain, a charter school in good standing with the Authorizer.
- ii. Authority. SIHP possesses the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of SIHP, enforceable against SIHP in accordance with its terms.
- iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of SIHP's knowledge threatened against SIHP that would have a material adverse effect on SIHP's financials or Charter. SIHP further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.
- iv. Full Disclosure. No representation or warranty of SIHP herein and no statement, information, or certificate furnished or to be furnished by SIHP pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which HP would reasonably need to rely to perform its obligations under this Agreement.
- v. Conduct of SIHP. SIHP has materially complied, and at all times during the Term shall materially comply, with all local, State, and federal laws and regulations that are applicable to SIHP, which include, but are not limited to, the Internal Revenue Code, the Family Educational Rights and Privacy Act, New York State Education Law and regulations including the Charter School Act and implementing regulations, the Not-for-Profit Corporation Law, Public Officers Law and General Municipal Law, as well as its By-Laws, its Financial Policies and Procedures, and other such policies and procedures as the Board may adopt (collectively, the "Laws and Regulations"). SIHP has maintained and will maintain adequate records of the activities and decisions of SIHP and the School to ensure and document compliance with all such laws and regulations. SIHP agrees to provide HP

with copies of all such records and to allow HP to, at HP discretion, assist with the preparation and retention of such records to ensure that, among other things, HP may perform all services and duties set forth in this Agreement in compliance with the Laws and Regulations. Except as so delegated to HP herein (unless such delegation is prohibited by applicable law), SIHP shall at all times retain all rights and responsibilities under the Charter.

3. DELEGATION AND RESPONSIBILITY

- a. General.** SIHP hereby authorizes HP to undertake on its behalf the functions specified in this Agreement with regard to the business, administrative and academic services of SIHP, it being understood that, at all times, HP shall remain accountable and subject to the oversight of the Board (and the Authorizer and other State authorities, if applicable) and the Board shall retain the ultimate rights and duties of oversight of SIHP and the School pursuant to the Charter and applicable law, including, but not limited to, retention of independent fiduciary oversight and authority over SIHP's budget. The Board further authorizes HP to take such reasonable actions that may not be expressly set forth in this Agreement, but which shall be implied as necessary in HPs' judgment to properly and efficiently provide services to SIHP and the School, provided such actions are consistent with the Charter, applicable laws, and the annual SIHP budget approved by the Board. Furthermore, SIHP hereby designates employees of HP, to the extent permitted by law, as agents of SIHP having a legitimate educational interest such that they are entitled to access education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). HP, its officers, and employees shall perform its duties in a manner consistent with the obligations of SIHP under FERPA.
- b. Right to Subcontract.** HP may subcontract any function or service it is obligated to provide hereunder, provided that subcontracts entered into on behalf of the School obligate the subcontractor to maintain confidentiality of education records in accordance with FERPA, no such subcontract shall relieve or discharge HP from any obligation or liability under this Agreement except as set forth in the Charter Agreement or as approved by the Board, and in no event shall HP subcontract more than half of the functions or services it has undertaken to provide.

4. DUTIES AND OBLIGATIONS

- a. Duties and Obligations of Hebrew Public.** Throughout the Term of this Agreement, HP shall provide certain educational and operational services (the "Services") in consultation with and in communication with the Board and the Head of School and School Leadership Team as applicable:
 - i. Education and Instruction-Related Services**

1. Provide curriculum and instruction support relating to English Language Arts; Mathematics; Social Studies; Science; Israel Studies; and Hebrew Studies.
2. Advise SIHP regarding the acquisition of instructional and curricular materials, educational technology, and supplies.
3. Provide SIHP with access to, and support in the use of, a School or web-based student information system (in addition to ATS).
4. Provide support in the analysis of student performance data.
5. Advise SIHP in programmatic areas including but not limited to: special education services; services for English Language Learners; student behavior and classroom management; discipline code and code of conduct; supplemental educational services; school culture; interim and formative student assessments; differentiation of instruction and of program.

ii. Business Operations

1. Advise SIHP regarding facilities financing.
2. Oversee facilities build-outs, landlord relations, and facilities management.
3. Review vendor contracts and provide support in vendor relationship management.
4. Support SIHP's Operations Director in operational areas such as school meals, school safety, purchasing, technology and telecommunications, including providing support working with 3rd party vendors/service providers.

iii. Human Resources and Employment-Related Services

1. Support the recruitment and screening of all school-based staff.
2. Advise and support SIHP in the creation of career pathways for instructional staff, performance-based compensation, benefits, and related human capital issues.
3. Advise SIHP about performance assessment and staff evaluation functions.
4. Conduct along with the Board the annual evaluation of the Head of School.
5. Advise and support the creation of staff position descriptions.

iv. Budgeting and Financial Services

1. On SIHP's behalf and in coordination with the most senior School-based finance staff member (if applicable), serve as liaison to Charter School Business Management ("CSBM") and related financial service vendors (e.g., auditors), and oversee with the Board Treasurer and Finance Committee the work of such vendors (and School-based employees, if applicable) in preparing financial reports, financial statements, annual audits, financial controls and policies.
2. Provide oversight of annual budgeting processes.
3. Supervise the procurement of insurance.
4. Along with CSBM, supervise bank reconciliations.
5. Advise the Board regarding the approval of expenses and provide oversight of purchasing in accordance with the School's Financial Policies and Procedures, as may be amended from time to time.

v. Student Recruitment

1. Advise and support SIHP regarding student recruitment plans, marketing materials, and recruitment-related community outreach, including planning and preparing for the annual lottery and ensuring a diverse student enrollment reflective of the communities served by SIHP.

vi. Governance & Leadership

1. Provide ongoing supervision, mentoring, and support to the Head of School.
2. Provide ongoing mentoring and support to the Head of School and the School Leadership Team.
3. Assist with Board member recruitment and development.
4. Facilitate annual Board evaluation process.
5. Support the work of Board committees.
6. Provide logistical support, including the recording of minutes and maintenance of records, for Board meetings.
7. Work with the Board and School Leadership Team to coordinate and prepare all communication with the Authorizer and other public entities, including amendments, renewals, annual inspections, authorizer visits, and authorizer data requests.

8. Provide support for meetings with community based organizations and community stakeholders.
- vii. Marketing & Communications.
 1. Supervise the development of school-based marketing collateral.
 2. Advise SIHP staff and Board members about stakeholder communication best practices.
 3. Assist in interactions and communication with the press and Authorizer.
 4. Advise regarding SIHP's use of social media, including the School's website and Facebook page.
 - viii. Fundraising. Advise the Board and Parent Organization regarding school-based fundraising, and share best practices relating thereto from across the HP network of schools.
 - ix. Research & Evaluation
 1. Disseminate best practices from network schools and create networking opportunities for cross-school professional development and collaboration.
 2. Connect SIHP with mission-aligned organizations to bring in new and emerging practices in areas such as literacy instruction; Israel Studies; education technology; Hebrew language acquisition; and diverse schools.
 3. Assist SIHP in evaluating program effectiveness, both generally and with a focus on distinct subgroups such as students with special needs, English language learners, and students from low-income families.
 - x. Presence of HP employees or contractors at the School.

All employees or contractors of HP who have direct, regular contact with students at an SIHP school shall be subject to fingerprint-based criminal background investigations and checks in compliance with applicable laws.

b. Duties and Obligations of SIHP shall include but not be limited to

- i. Approval of School Policies. With recommendations and guidance to be provided by HP and each School's School Leadership Team, the Board shall create and adopt policies for the School, which shall be consistent with the Charter and applicable law.
- ii. Approval of the School Budget. In accordance with the Charter and the requirements of this Agreement, the Board shall work diligently with HP

to approve the annual budget within sixty (60) days of submission of the proposed budget by HP to the Board in accordance with this Agreement.

- iii. Maintenance of Charter. The Board shall do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may be imposed by the Authorizer, are fully complied with at all times. If the Board shall at any time receive notice from any public authority or other person that SIHP is or may be in violation of its provisional Charter or any applicable law or regulation governing the charter School it operates the Board shall immediately notify HP of the alleged violation and shall thereafter work diligently with HP to investigate such alleged violation, to determine whether such alleged violation in fact exists, to promptly respond to the complaining Party and to correct any violation found to exist.
- iv. Mission and Program Alignment. SIHP shall take all appropriate actions to maintain consistency with the shared mission of operating an exceptional, diverse public charter school that teaches Modern Hebrew to children of all backgrounds and prepares them to become productive global citizens.
- v. Providing Information and Documentation. SIHP shall furnish HP with documents, including litigation documents, records, and all other information necessary for HP to fully and effectively provide its Services and support and otherwise carry out its duties under this Agreement.
- vi. Receipt and timely review of any complaints or grievances. SIHP shall establish a procedure for the receipt and timely review of complaints or grievances by any parent, community individual or institution.
- vii. Part of Network. SIHP will prominently identify itself in any published materials and in SIHP-controlled social media, including promotional and publicity materials, press releases, and other marketing materials, the SIHP website, and the SIHP Facebook page, as part of the Hebrew Public Network of Schools, or such other descriptive term as is later specified by HP.
- viii. Tax Status. In accordance with the Charter and applicable law, the Board shall take all steps required to obtain and maintain SIHP's status as a tax-exempt organization under federal and State law such that contributions to SIHP are deductible to the donor for federal income tax purposes. In the event of arbitration, the Board and HP shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining SIHP's tax-exempt status.
- ix. Leadership Team. The Board will work closely with HP in recruiting and selecting the members of the staff Leadership Team, including the Head of School and all staff Directors. Prior to any decision to hire a candidate for one of these positions, the Board shall ensure that HP has the opportunity

to participate in the hiring process, meet with the top candidates for such positions, and provide the Board with its assessment of any candidate under consideration.

- x. Public Statements. SIHP's Board and staff will not make statements to, or release information to the press or media organizations about its relationship with HP without first consulting with HP.
- xi. Visits. SIHP will provide access to the School for visits led by HP staff and board members. HP will cooperate with SIHP to minimize any impact on the School of such visits.
- xii. Board. SIHP agrees to maintain an active, competent, and accountable Board that adheres to best practices in governance and fiduciary responsibility, and whose members demonstrate commitment to the School's mission.
- xiii. Coordination of Fundraising. SIHP agrees to coordinate its fundraising efforts with HP, to avoid conflicting or duplicating efforts.
- xiv. Engagement of Professional Service Providers. The Board shall directly select, retain, utilize (as needed) and compensate a law firm, accounting firm and auditing firm to provide services required by SIHP as may be required by Law, the Charter and as otherwise needed from time to time.

5. **FEES.** In consideration for the Services provided by HP to SIHP, HP shall be paid a management fee equal to 10% of Gross Revenues (the "Management Fee").

Gross Revenues shall be defined as all such funding provided by the State, federal, and local government (if applicable) to SIHP but shall exclude any private grant funding, competitive government grants or other charitable contribution awarded to SIHP, and shall also exclude any funding whose terms and restrictions prevent it from being used toward calculation of the Management Fee. The Management Fee shall be payable in four (4) quarterly installments, beginning in the first year of the Term with September 1 (and each September 1 thereafter) and thereafter on December 1, March 1 and June 1 of each year during the Term. HP may impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after the aforesaid due dates, unless receipt of revenue by SIHP is delayed for reasons beyond the control of SIHP. In this event, SIHP shall make such payment no later than thirty (30) days after it receives a scheduled disbursement, and HP shall impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after the new due date set forth above.

6. **PROPRIETARY WORKS.** SIHP acknowledges that HP owns and shall own all existing, and hereafter created, copyrights and other intellectual property rights with respect to all works of authorship, inventions and work product including, instructional materials, training materials, curriculum and lesson plans, and any other materials, teaching methodologies, school management methodologies, and all improvements,

modifications, and derivative works thereof that are created, invented or developed by (i) HP, its employees, agents or subcontractors, or (ii) an individual employed or retained by SIHP within the scope of such employment or retention if such work of authorship, invention or work product utilizes ideas or products developed by HP (collectively, the "Proprietary Works"). HP hereby grants SIHP a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use Proprietary Works as necessary or desirable to operate the School during the Term of this Agreement. SIHP shall, upon request, cause all persons who create, invent or develop Proprietary Works, as defined herein, for SIHP to assign to HP in writing their intellectual property rights in such works. Upon HPs' reasonable request, SIHP will provide HP with copies of all Proprietary Works. This Section 6 shall survive termination of this Agreement, however (i) nothing herein shall be deemed to prevent SIHP from accessing curriculum or other materials that HP has published on-line or otherwise made publicly available, subject only to the requirement that such curriculum or other materials be attributed to HP and (ii) HP shall inform SIHP if any of the curriculum or other materials, including updates thereto, are not publicly available or will be withdrawn from public availability during the coming school year.

- 7. USE OF NAME.** HP hereby grants SIHP a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use the names and trademarks HP and any logos provided to SIHP by HP (the "Trademarks") in connection with the operation of the School and for the benefit of the School and all promotional activities in connection therewith, subject to the following conditions: SIHP agrees that it will (i) not use or register any domain name containing "HP", (ii) use only any website, social, wireless, mobile or other media network or application provided by HP for SIHP or the School' use; (iii) not set up its own official site, page or venue in any social media or user-generated content media (including Facebook, Twitter and YouTube) without prior written consent of HP; (iv) use the Trademarks in compliance with all reasonable notices and guidelines provided by HP; and (v) use the Trademarks in a dignified manner in accordance with reputable trademark practices. SIHP shall acquire no rights in the Trademarks, and all goodwill of the Trademarks shall inure to the benefit of and remain with HP. HP shall have pre-approval rights for each form and manner of public display of the Trademarks. SIHP agrees to use the Trademarks only in connection with high-quality educational services reflecting favorably on the reputation and goodwill of HP and, at HP request, to provide HP with representative samples of materials used by SIHP bearing the Trademarks. If HP objects to any such materials for not properly using the Trademarks or for not being of sufficient quality, SIHP will promptly make all appropriate corrections. Should this Agreement be terminated or not renewed for any reason, SIHP shall, as soon as practicable but not later than the end of the school year in which this Agreement may be terminated or not renewed, petition the Authorizer to revise its Charter to remove any reference to HP and diligently follow such petition through to its completion. Upon the effectiveness of such revision and removal, SIHP will cease all further use of the Trademarks, return all materials promptly to HP and cease to refer to itself as a school managed or otherwise affiliated with HP (provided no continued affiliation is otherwise agreed-upon). This Section 7 shall survive the termination of this Agreement.

8. INDEMNIFICATION

- a. **Indemnification.** SIHP and HP do hereby agree that each Party shall be solely responsible for each Party's own acts and omissions as well as the acts and omissions of each Party's own board of directors or trustees, partners, officers, employees, agents, and representatives. Each Party to this Agreement (acting as indemnitor) does hereby indemnify and hold harmless the other, and its respective board of directors or trustees, partners, officers, employees, agents, representatives, and attorneys, from and against any and all claims, actions, damages, expenses, losses or awards, including any suits or claims seeking non-monetary or injunctive relief, which arise out of (i) the negligence of the indemnitor (ii) any action taken or not taken by the indemnitor or (iii) any noncompliance or breach by the indemnitor of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement ("Claim"). Such indemnification may be achieved by the purchase of general liability and property insurance policies, in accordance with Paragraph 9 or by such other means as the Parties may mutually agree.
- b. **Notice and Defense.** The Party to be indemnified (Indemnitee) shall give the Party from whom indemnification is sought (Indemnitor) prompt written notice of any Claim for which indemnification is sought. Failure to give notice shall not affect the Indemnitor's duty or obligations under this except to the extent the Indemnitor is prejudiced thereby. The Indemnitor may undertake the defense of any third Party claim by representatives chosen by it. If the Indemnitor undertakes the defense of a Claim, then the Indemnitor shall be deemed to accept that it has an indemnification obligation under this Paragraph 8 with respect to such Claim. The Indemnitee shall make available to the Indemnitor or its representatives all records and other materials required by them and in the possession or under the control of the Indemnitee, for the use of the Indemnitor and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. If there is a reasonable probability that a Claim may materially and adversely affect the Indemnitee other than as a result of money damages or other money payments, (i) the Indemnitee shall have the right to defend, compromise or settle such Claim and (ii) the Indemnitor shall not, without the written consent of the Indemnitee, settle or compromise any Claim which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee of a release from all liability in respect of such Claim.

9. INSURANCE

- a. **Insurance Coverage.** At all times during the Term of this Agreement, SIHP shall at a minimum maintain at its sole cost and expense in full force and effect the insurance coverage set forth in the Charter Application. SIHP shall also maintain such workers compensation and disability

insurance as required by State law and School Leaders/Errors and Omissions insurance. HP shall maintain at its sole cost and expense such insurance as it shall reasonably deem necessary under this Agreement, including, at a minimum, general liability insurance of \$1 million per occurrence/\$2 million aggregate, an umbrella policy, directors and officers liability insurance, employment practices insurance, automobile insurance and workers compensation and disability insurance as required by State law. Each Party shall name the other as an additional insured on its commercial general liability, automobile liability and crime insurance policies and SIHP shall name HP as an additional insured on its Employment Practices Liability insurance policy and School Leaders/Errors and Omissions insurance policy

- b. HP shall require that its subcontractors, if any, shall maintain commercially standard insurance policies (including but not limited to general liability, automotive, directors and officers, workers compensation and disability insurance) and that such subcontractors name HP and SIHP as additional insureds (except on workers compensation and disability policies, which is not permitted by law).
- c. SIHP shall require that its contractors, if any, shall name HP and SIHP as additional insureds under their respective commercial general liability and automobile liability insurance policies for personal injury and property damage.
- d. The insurance policies maintained by each Party and their subcontractors pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after thirty (30) days prior written notice to HP and SIHP and should be further endorsed to include coverage for child molestation or other abuse and coverage for the defense of suits or claims seeking non-monetary or injunctive relief. The Parties shall furnish one another certified copies of the insurance policies or Certificates of Insurance that demonstrate compliance with this Agreement. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

10. PERFORMANCE EVALUATION. The Board shall at regular intervals throughout the Term evaluate HP' performance under the terms of this Agreement to ensure that HP is providing the Services and complying with its duties as set forth herein. In addition to routine, regular feedback and evaluation in day-to-day interactions and at Board meetings, the Board and HP each shall on an annual basis complete a formal written evaluation of HP's performance and the Parties' working relationship, using as a guide the form set forth in Exhibit A attached hereto and incorporated by reference herein (the "Annual Assessment"). Upon completion of the Annual Assessment, the Board and HP personnel shall meet to discuss the review and what changes to HPs' performance, if any, are required to ensure that HP is meeting its responsibilities under the Law, the Charter and the terms of this Agreement, as well review areas where the Parties may

more effectively communicate and collaborate to strengthen their relationship and in turn the performance of the School. Aside from the Annual Assessment and for the avoidance of doubt, failure of HP to perform its duties under this Agreement may subject HP to the termination procedures set forth in Section II below.

II. TERMINATION

a. Termination by SIHP. SIHP may terminate this Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii) or (iii) below:

- i. If HP materially breaches any of the material terms and conditions of this Agreement including its obligations under 2(a)(ii), provided that HP shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if HP fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such written notice; or
- ii. Notwithstanding anything contained in subsection II(a)(i) to the contrary, HP materially breaches any of the material terms and conditions of this Agreement and such breach arises from HPs' gross negligence or reckless or willful misconduct; or
- iii. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, results in a final judgment or finding that this Agreement or the operation of SIHP in conformity with this Agreement, would violate SIHP's responsibilities, duties or obligations under the State or federal constitutions, statutes, laws, rules or regulations.

b. Termination by HP. HP may terminate the Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii), (iii), (iv) or (v) below:

- i. If SIHP fails to pay when due any monetary obligation of SIHP as required by the provisions of this Agreement, and such obligation remains unpaid for a period of thirty (30) days after receiving written notice of the delinquent payment from HP;
- ii. if SIHP materially breaches any of the material nonmonetary terms and conditions of this Agreement, including its obligations under 2(b)(v) of this Agreement, provided that SIHP shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if SIHP fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such notice;

- iii. Notwithstanding anything contained in subsection 11(b)(ii) to the contrary, SIHP materially breaches any of the material terms and conditions of this Agreement and such breach arises from SIHP's gross negligence or reckless or willful misconduct;
 - iv. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, has a material adverse effect on HPs' ability to provide Services to SIHP in accordance with its budget or the Charter Agreement; or
 - v. If, as a result of exercise by SIHP of its authority under 3(a) and 4(b)(ix) of this Agreement, there occur irreconcilable differences with respect to the appointment or termination of any member of the staff Leadership Team following good faith efforts by the Parties to agree upon mutually acceptable candidates.
- c. Procedures upon Expiration or Termination. Upon expiration or termination of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both Parties that SIHP shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:
- i. SIHP shall have the right to use HPs' Proprietary Works for the benefit of the School, as defined under Section 6 hereof, then currently in use by SIHP (including but not limited to the Trademarks), until the last day of the then current school year;
 - ii. HP shall provide the Board with copies of all student records, financial reports, employee records, and other School data in HP's possession and not currently in the possession of the Board of Trustees;
 - iii. HP shall provide SIHP with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that SIHP shall pay to HP all fees, expenses and other costs of HP consultants and agents who may, from time to time, upon mutual agreement of the Parties, provide assistance to SIHP or the students of the School; and
 - iv. In the event that this Agreement is terminated or not renewed at a time when HP has loaned funds to SIHP, guaranteed any debt or other financial obligation of SIHP, or provided credit support, whether in the form of a letter of credit or otherwise, to SIHP, notwithstanding any other provision of this Agreement to the contrary, such termination shall be effective and SIHP shall remain liable to HP until the first date on which such loan and such interest has been repaid in full, such guarantee has been released by the beneficiary thereof, or such letter

of credit or other credit support has been released and/or returned to HP, all in accordance with the term therein.

12. DISPUTE RESOLUTION. As a condition precedent to any other legal recourse (unless such legal recourse seeks injunctive relief), the Parties shall make good faith efforts to come to resolution. An initial meeting to resolve the dispute shall be conducted by the Parties at a meeting to be held at the office of HP within fourteen (14) working days of a written request, which request shall specify in reasonable detail the nature of the dispute to be resolved at such meeting. The meeting shall be attended by representatives of the Parties and any other person that may be affected in any material respect by the resolution of such disputes. Such representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. Before filing any action in Court, the Parties shall submit any dispute to the American Arbitration Association (the "AAA"), to be adjudicated in accordance with AAA's expedited procedures. In the event of arbitration, the Parties shall be responsible for their own legal fees and expenses, and the costs and expenses of the arbitrator(s) and any fees charged by the AAA shall be apportioned equally between the Parties.

13. MISCELLANEOUS PROVISIONS

- i. Independent Contractor Status. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of HP shall be deemed to be the employee, agent or servant of SIHP except as expressly acknowledged in writing by HP.
- ii. Force Majeure. Neither Party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- iii. Notices. All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either Party may designate from time to time:

- i. If to SIHP, to:

Staten Island Hebrew Public Charter School
Attn: Board Chair

With a copy to:

Cohen Schneider & O'Neill LLP
275 Madison Avenue, Suite 1905
New York, NY 10016
Attn: Cliff S. Schneider, Esq.

ii. If to HP to:

Hebrew Public
555 8th Avenue, Suite 1703
New York, NY 10018
Attn: Jonathan Rosenberg, Chief Executive Officer

With a copy to:

Perlman & Perlman LLP
41 Madison Avenue, Suite 4000
New York, NY 10016
Attn: Allen Bromberger, Esq.

- a. Governing Law. The rights and remedies of either Party under this Agreement shall be cumulative and in addition to any other rights given to either Party by law and the exercise of any rights or remedy shall not impair either Party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (other than the provisions thereof relating to conflicts of law).
- b. Enforceability and Validity of Certain Provisions. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.
- c. Section Headings. The headings in this Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.
- d. Conflict with Charter. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.
- e. Entire Agreement. This Agreement shall not be changed, modified, or amended nor shall a waiver of its terms or conditions be deemed effective except by writing signed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreement, understandings, statements, representations, and

warranties, oral or written, express or implied, between the Parties hereto and their respective affiliates, representatives, and agents in respect of the subject matter hereof.

- f. Waiver. The failure of either Party hereto to insist upon or to enforce its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver by any Party hereto of any breach, of or default in, any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.
- g. Succession. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and permitted assigns of the respective Parties hereto.
- h. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Both Parties acknowledge that an assignment of this Agreement by either Party may constitute a material change to the Charter and may require approval by the Authorizer pursuant to the Charter and the Act.
- i. Form of Execution. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- j. Further Actions. Each Party hereto shall, at all times, cooperate in taking such actions and doing or causing to be done all things necessary, proper, or advisable or reasonably requested by the other Party hereto, to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.
- k. Survival. The provisions of Sections 6, 7, 8, this Section 12, and any other sections or exhibits to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement, *provided* that any provision that is stated to extend for a specific period of time shall survive only for such specified period of time.
- l. Confidentiality. SIHP shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third Party other than as required by applicable federal and State law and by the Authorizer.

[signatures on the following page]

In witness whereof, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

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

By: _____

Name:

Title:

Date:

**STATEN ISLAND HEBREW PUBLIC
CHARTER SCHOOL**

By: _____

Name:

Title:

Date:

EXHIBIT A

ANNUAL ASSESSMENT

Area of Responsibility	Rating 1 (failed to meet); 2 (partially met); 3 (met); 4 (exceeded)	Explanation/Evidence/Examples/Notes
Education & Instruction-Related Services		
Business Operations		
HR and Employment-Related Services		
Budgeting & Financial Services		
Student Recruitment		
Governance & Leadership		

Marketing & Communications		
Fundraising		
Research & Evaluation		

Complaint Policy

Informal Complaint Procedures

Step 1: Bring Your Complaint to Head of School

Begin by contacting the Head of School to try to resolve any violations, issues or complaints informally. Before doing so, we encourage you to familiarize yourself with the School's policies, guidelines, and reference materials. Such items include, but are not limited to, the Parent and Student Handbook (which contains the student discipline code) and other policies applicable to your child's attendance at the School. No later than the first day of school each year (or upon enrollment of your student if after the first day of school), you will be provided with a Student and Parent Handbook which contains the policies and procedures set forth above.

Step 2: Contact the School's Charter Management Organization, Hebrew Public.

If after speaking with the Head of School you are not satisfied with the outcome or decision pertaining to the Complaint, you may reach out to Hebrew Public ("HP"), which is the organization that provides day-to-day school management services that support the work of the Head of School and the School's senior leadership team. You may reach HP directly by emailing us at _____ or calling us at _____ and asking for _____.

Formal Complaint Procedures

Step 1: Bring your Complaint to the School's Board of Trustees.

If after contacting the Head of School and HP you are not satisfied with the outcome or decision pertaining to the complaint, you may file a formal complaint with the School's Board of Trustees who has the ultimate oversight authority at the School level. The Board meets publicly on a regular basis. The procedure to file a formal complaint is as follows:

- Put the concern in writing and give it to the Head of School to forward on to the Board of Trustees or you may send to the Board of Trustees directly (by mail at the School's location or by email to _____)
- The Board of Trustees or its designee will send a written acknowledgement of receipt of complaint within five (5) business days of receiving such complaint.
- The Board of Trustees will cause the written complaint to be investigated and will respond to the parent or guardian within thirty (30) business days from receipt of the written complaint, and the individuals tasked with investigating the complaint will report on the matter at the next Board of Trustees meeting.

Step 2: Appeal to the New York State Education Department.

As every charter school is subject to oversight by the body that authorizes it, If a parent/guardian is not satisfied with the Board of Trustee's decision, the parent/guardian may appeal to the New York State Education Department. You may reach the New York State Education Department at (518) 474-1762 or visit <http://www.p12.nysed.gov/psc/complaint.html>.

Note: It is very important that before you escalate your complaint to the School's authorizer level you determine it constitutes a formal complaint involving a violation of the school's charter or of state charter law. **Informal complaints about policies, most procedures that do not violate either the school's charter or state charter law should be resolved between the parent/guardian and the School's Principal, Charter Management Organization or Board of Trustees.**

Step 3: Appeal to the New York State Board of Regents.

If after going through the first two (2) levels of informal complaint process and then the two (2) levels of the formal complaint process, you are still not satisfied with the complaint outcome, you may contact the New York State Board of Regents as a final escalation point using this contact information:

New York State Education Department
Charter School Office
Room 465 EBA
89 Washington Avenue
Albany, NY 12234
Phone: (518) 474-1762

Or via email to:

charterschools@mail.nysed.gov (subject line should include the name of the school and the word 'Complaint')



SIHP FERPA Permission Form

I, _____, (Full Names of Parent/Legal Guardian), grant permission to Staten Island Hebrew Public to display my student's completed school work and academic performance marks in order to celebrate student progress, encourage high academic performance, and/or inspire students to continue to work towards meeting their personal academic goals.

Student Name _____

Parent/Legal Guardian Signature _____

Date _____



Student Discipline Policy

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

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

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

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

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

I. Infractions and Range of Possible Disciplinary Responses

Level #1 Infractions (Insubordinate Behavior)	Range of Possible Disciplinary Responses
<ol style="list-style-type: none">1. Being late to school2. Bringing prohibited equipment to school without authorization (cell phones, mp3 players, toys, electronic devices)3. Failing to be in one's assigned place on school premises (staying within your classroom/ in your assigned spot).4. Behaving in a manner which disturbs the education process (e.g., making excessive noise verbally and physically, singing when inappropriate, interruptions, calling-out, humming, in the classroom and in the hallway, etc.)5. Engaging in verbally rude or disrespectful behavior (to both teachers and peers: talking back when given a direction, name-calling, mimicking, harassing, teasing,	<ol style="list-style-type: none">1. Admonishment by school staff2. Student/teacher conference3. Reprimand by appropriate supervisor (e.g., Head of School, teacher)4. Parent conference5. In-school disciplinary action (e.g., exclusion from extracurricular activities, recess, or communal lunchtime)6. Removal from classroom by teacher (After a student is removed from a classroom by any teacher three times during a semester, Head of School's suspension must be sought if the student engages in subsequent behavior that would otherwise result in removal by a teacher)

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

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

disciplinary responses.) (Disciplinary responses 4-12 only)	***This infraction applies only to infractions 1-8 in Level 2, grades K-5
Level #4 Infractions (Dangerous or Violent Behavior)	Range of Possible Disciplinary Responses
<ol style="list-style-type: none"> 1. Engaging in intimidation, coercion or extortion or threatening violence, injury, harm or retaliation to another or others. 2. Engaging in behavior that creates a substantial risk of or results in injury. 3. Engaging in intimidating and bullying behavior- threatening, stalking or seeking to coerce or compel a student or staff member to do something; engaging in verbal or physical conduct that threatens another with harm, including intimidation through the use of epithets or slurs involving race, ethnicity, national origin, religion, religious practice, gender, sexual orientation or disability. 4. Engaging in sexual harassment* (to peers or school staff). (Grades 4-5 only) 5. Possessing illegal drugs, alcohol of controlled substances without appropriate authorization.* 6. Engaging in threatening, dangerous or violent behavior that is gang-related. (grades 4-5 only) (Disciplinary responses 4-6 only) 7. Participating in an incident of group violence. (Disciplinary responses 4-6 only) 8. Threatening while on school property, to use any instrument that appears capable of causing physical injury. (Disciplinary responses 4-6 only) 9. Engaging in behavior on the school bus that creates a substantial risk of injury or results in injury. (Disciplinary responses 4-6 only) 10. Engaging in physical sexual aggression/compelling or forcing another to engage in sexual activity. *(grades 4-5 only)(Disciplinary responses 4-6 only) 11. Committing arson. (Disciplinary responses 4-6 only) 12. Inciting/causing a riot. (Disciplinary responses 4-6 only) 13. Possessing any weapon as defined in Category II.***(Disciplinary responses 4-6 only) 14. Using illegal drugs, alcohol or controlled substances 	<ol style="list-style-type: none"> 1. Parent conference 2. In-school disciplinary actions (e.g., exclusion for extracurricular activities, recess or communal lunchtime) 3. Removal from classroom by any teacher. (After a student is removed from any classroom by any teacher three times during a semester or twice in a trimester, a Head of School’s suspension must be sought if the student engages in subsequent behavior that would otherwise result in a removal by a teacher.) 4. Short term suspension (1-5 days) 5. Long term suspension (6-30 days) 6. Expulsion <p>*The school should offer appropriate counseling to students who engage in this behavior ***Before requesting a suspension for possession of an article listed in Category II for which a purpose other than infliction of physical harm exists,</p>

<p>without appropriate authorization.*(Disciplinary responses 4-6 only)</p> <p>15. Engaging in a pattern of persistent Level 3 behavior*** (Whenever possible and appropriate, prior to imposing a Level 4 disciplinary response, school officials should have exhausted the disciplinary responses in Level 3. Further, repeated Level 3 infractions are limited to Level 4 disciplinary responses</p>	<p>e.g., a nail file, the Head of School must consider whether there are mitigating factors present. In addition, the Head of School must consider whether an imitation gun is realistic looking by considering factors such as its color, size, shape, appearance and weight.</p>
<p style="text-align: center;">Level #5 Infractions (Seriously Dangerous or Violent Behavior)</p>	<p style="text-align: center;">Range of Possible Disciplinary Responses</p>
<ol style="list-style-type: none"> 1. Using force against or inflicting or attempting to inflict serious injury against school personal or school safety agents. 2. Using extreme force against or inflicting or attempting to inflict serious injury upon students or others. 3. Selling or distributing illegal drugs or controlled substances. * 4. Possessing any weapon, other than a firearm, as defined in Category I. 5. Using any weapon as defined in Category II to attempt to inflict injury upon school personnel, students or others. 6. Using any weapon, other than a firearm, as defined in Category I or II to inflict injury or Category I to attempt to inflict injury upon school personnel, students or others. 7. Possessing or using a firearm (I only)** 	<ol style="list-style-type: none"> 1. Short term suspension (1-5 days) 2. Long term suspension (6-30 days) 3. Expulsion
<p style="text-align: center;">Prohibited Weapons – Category I</p>	<p style="text-align: center;">Prohibited Weapons – Category 2</p>
<ul style="list-style-type: none"> • Firearm, including pistol and handgun, silencers, electronic darts and stun gun; • Shotgun, rifle, machine gun, or any other weapon which simulates or is adaptable for use as a machine gun; • Air gun, spring gun, or other instrument or weapon in which the propelling force is a spring or air, and any weapon in which any loaded or blank cartridge may be used (such as a BB gun); • Switchblade knife, gravity knife, pilum ballistic 	<ul style="list-style-type: none"> • Acid or deadly or dangerous chemicals; • Imitation gun; • Loaded or blank cartridges and other ammunition; • Stink bombs; • Stun pens; • Any deadly, dangerous, or sharp pointed instrument that can be used or is intended for use as a weapon (such as scissors, nail file, broken glass, chains, wire, laser beam, pointers).

<p>knife; and cane sword (a cane that conceals a knife or sword);</p> <ul style="list-style-type: none"> • Dagger, stiletto, dirk, razor, box cutter, utility knife and other dangerous knives; • Billy club, blackjack, bludgeon, chucka stick, and metal knuckles; • Sandbag and sandclub; • Sling shot (small heavy weights attached to or propelled by a thong) and slung shot; • Martial arts objects including king fu stars, nunchucks, and shirkens; • Explosives, including bombs, firecrackers and bombshells. 	
--	--

II. Levels of Suspension & Due Process Procedures

A. SHORT TERM SUSPENSION

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

Disciplinary Infractions

- Attempt to assault any student or staff member;
- Vandalize school property causing minor damage;
- Endanger the physical safety of another by the use of force or threats of force that reasonably places the victim in fear of imminent bodily injury;
- Engage in conduct which disrupts school or classroom activity or endanger or threaten to endanger the health, safety, welfare, or morals of others
- Engage in insubordination
- Fail to complete assignments, carry out directions, or comply with disciplinary sanctions;
- Cheat on quizzes, exams, or commit plagiarism;
- Used forged notes or excuses;
- Steal, or attempt to steal, or possess property known by the student to be stolen;
- Commit extortion;
- Engage in gambling;
- Abuse school property or equipment;
- Use obscene or abusive language or gestures;

- Engage in acts of verbal or physical sexual harassment;
- Make a false bomb threat or pull a false emergency alarm;
- Possess tobacco or alcohol;
- Wear inappropriate, insufficient, or disruptive clothing or attire, or violate the student dress policy (*Except that, under no circumstances will a student be removed from class or school for violation of the dress code policy*);
- Commit any other act which school officials reasonably conclude disrupts the learning environment of the school;
- Repeatedly commit minor behavioral infractions that, in aggregate, may be considered an infraction subject to formal disciplinary action.

Procedures and Due Process for Short Term Suspension

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

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

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

B. LONG TERM SUSPENSION/EXPULSION

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

Disciplinary Infractions

- Possess, use, attempt to use, or transfer of any firearm, knife, razor blade, explosive, mace, tear gas, or other dangerous object of no reasonable use to the student in school;

- Commit, or attempt to commit arson on school property;
- Assault any other student or staff member;
- Intentionally cause physical injury to another person, except when student's actions are reasonably necessary to protect him or herself from injury;
- Vandalize school property causing major damage;
- Commit any act that could constitute a crime or is a more egregious infraction described under "short-term suspension", which school officials reasonably conclude warrants a long-term suspension.

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

Procedures and Due Process for Long Term Suspension

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

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

III. Firearm Violations

Federal and New York law require the suspension from school for a period of not less than one year of a student who is determined to have brought a firearm to the school, or to have possessed a firearm at school, except that the Head of School may modify such expulsion requirement for a student on a case-by-case basis, if such modification is in writing, in accordance with the Federal Gun-Free Schools Act (as amended) (20 U.S. C. § 7961). "Firearm," as used in this law means a "firearm," or "destructive device" as defined by 18 USC § 921(a), and includes firearms and explosives. (New York Education Law § 3214 effectuates this federal law.) The following are included within this definition: (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (c) the frame or receiver of any weapon described above; (d) any firearm muffler or firearm silencer; (e) any destructible device, which is defined as any explosive,

incendiary, or poison gas, such as a bomb, grenade, rocket having a propellant charge of more than four (4) ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or other similar device; (f) any type of weapon (other than a shotgun or a shotgun shell which the Attorney General finds is generally recognized as particularly suitable for sporting purposes) by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and (g) any combination of parts either designed or intended for use in converting any device into any destructive device and from which a destructive device may be readily assembled. The term "destructive device" shall not include any device which is neither designed nor redesigned for use as a weapon; any device, although originally designed for use as a weapon, which is redesigned for use as a signaling, pyrotechnic, line throwing, safety, or similar device; or any other device which the Attorney General finds is not likely to be used as a weapon, is an antique.

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

Special Education Provision: The provisions of the Gun-Free Schools Act shall be construed in a manner consistent with the Individuals with Disabilities Education Act. Therefore, the CSE will be consulted, even after a manifestation determination that the student's behavior was not a manifestation of the student's disability, regarding placement and services for such student.

IV. Provision of Instruction During Removal

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

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

V. SEARCH AND SEIZURE

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

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

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

VI. FREEDOM OF EXPRESSION

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

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

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

VII. OFF-CAMPUS EVENTS

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

VIII. STUDENT RECORDS

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

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

IX. DISCIPLINARY POLICY FOR STUDENTS WITH DISABILITIES

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

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

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

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

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

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

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

1. Convene a CSE meeting within 10 school days with the parent and IEP Team including school personnel to make a manifestation determination including a review all relevant information in the student's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents to determine:
 - a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
 - b. If the conduct in question was the direct result of the district and charter school's failure to implement the IEP.
 - c. The conduct must be determined to be a manifestation of the child's disability if the LEA, the parent, and relevant members of the child's IEP Team determine that a condition in either paragraph (a) or (b) immediately above was met.
 - d. If the CSE determines that the IEP was not implemented properly, the CSE must take immediate steps to remedy those deficiencies.
2. Convene a CSE meeting within 10 business days to develop a plan to conduct a functional behavioral assessment or review an existing functional behavioral assessment or behavioral intervention plan.
3. Provide the student's parent with a copy of their procedural due process rights.
4. Work closely with the CSE of the students' district of residence in determining education services or the interim alternative educational setting consistent with the FAPE requirements.

Provision of Services During Removal

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

During any subsequent removal that, combined with previous removals equals ten or more school days during the school year, but does not constitute a change in placement, services must be provided to the extent determined necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. In these cases, school personnel, in consultation with the child's special education teacher, shall make the service determination. The student should receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

During any removal to an interim alternative educational setting not to exceed 45 days for weapon, drug or infliction of serious bodily injury-related offenses pursuant to 34 CFR §300.530(g)(1), (2) and (3), respectively, services will be provided to the extent necessary to enable the child to appropriately progress in the general curriculum and in achieving the goals of his or her IEP. These service determinations will be made by the CSE of the student's district of residence. The school will place students in interim alternative educational settings as appropriate and determined by the CSE. The student should receive, as appropriate, a functional behavioral assessment, and behavioral intervention services and modifications that are designed to address the behavior violation so that it does not recur.

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

CSE Meetings

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

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

Due Process

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

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

New York State Education Department

Request for Proposals to Establish Charter Schools Authorized by the Board of Regents

Budget and Cash Flow Templates for the 2018 New Charter Applications

General Instructions and Notes for New Application Budgets and Cash Flows Templates

1. - Complete ALL SIX tabs in **BLUE**
2. - Enter information into the **GRAY** cells
3. - Cells labeled in **ORANGE** contained guidance pertaining to that tab
4. - Cells containing **RED** triangles in the upper right corner in columns B thru G contain guidance on that particular line item
5. - Funding by School District information for all NYS School districts is located on the State Aid website at [State Aid--https://stateaid.nysed.gov/ch](https://stateaid.nysed.gov/ch); Refer to this website for per-pupil tuition funding for all school districts. Rows may be inserted in the worksheet to accommodate additional districts if necessary.
6. - Assumptions column should be completed for all revenue and expense items unless the item is self-explanatory. Where applicable, please reference the page number or section in the application narrative that indicate the assumption being made. For instance, student enrollment would reference the applicable page number in Section I, C of the application narrative.

New York State Education Department

Request for Proposals to Establish Charter Schools

Authorized by the Board of Regents

New Application Budget(s) & Cash Flow(s) Templates

Staten Island Hebrew Public

Contact Name: Kay Lodge
Contact Email: kay@hebrewpublic.org
Contact Phone: 631-759-0941
District of Location: NYC CSD 31

Pre-Opening Period July 1, 2019 to June 30, 2020
Operational Year ONE July 1, 2020 to June 30, 2021

**Staten Island Hebrew Public
PROJECTED BUDGET / OPERATING PLAN FOR PRE-OPENING PERIOD
July 1, 2019 to June 30, 2020**

Assumptions

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 148. This will populate the data in row 10.

DESCRIPTION OF ASSUMPTIONS - Please reference section / page number in application if applicable. For example, student enrollment would reference the page in the application that states enrollment targets.

Total Revenue	371,445
Total Expenses	190,321
Net Income	181,124
Actual Student Enrollment	-
Total Paid Student Enrollment	-

START-UP PERIOD

REVENUE

REVENUES FROM STATE SOURCES

Per Pupil Revenue	CY Per Pupil Rate	
District of Location	-	-
School District 2 (Enter Name)	-	-
School District 3 (Enter Name)	-	-
School District 4 (Enter Name)	-	-
School District 5 (Enter Name)	-	-
Special Education Revenue		
Grants		
Stimulus		-
Other		-
Other - Revenues from State Sources		-
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	296,445	CSP Passthrough Grant
Other		-
Other - Revenue from Federal Sources		-
TOTAL REVENUE FROM FEDERAL SOURCES	296,445	

LOCAL and OTHER REVENUE

Contributions and Donations, Fundraising	75,000	Grant income from Hebrew Public
Erate Reimbursement		-
Interest Income, Earnings on Investments,		-
NYC-DYCD (Department of Youth and Community Developmt.)		-
Food Service (Income from meals)		-
Text Book		-
OTHER		-
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	75,000	

TOTAL REVENUE	371,445
----------------------	----------------

EXPENSES

ADMINISTRATIVE STAFF PERSONNEL COSTS

	No. of Positions		<i>List exact titles included in the position category, if different from description, and staff FTE's (Full time equivalent)</i>
Executive Management	0.50	75,000	Head of School (.5)
Instructional Management	0.66	46,667	Dir. Of Literacy (.6)
Deans, Directors & Coordinators	0.50	40,000	Director of Ops (.5)
CFO / Director of Finance	-	-	
Operation / Business Manager	-	-	
Administrative Staff	-	-	
TOTAL ADMINISTRATIVE STAFF	1.66	161,667	

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

	1.66	161,667
--	------	---------

PAYROLL TAXES AND BENEFITS

Payroll Taxes		15,514
Fringe / Employee Benefits		-
Retirement / Pension		-
TOTAL PAYROLL TAXES AND BENEFITS		15,514

TOTAL PERSONNEL SERVICE COSTS

	1.66	177,181
--	------	---------

CONTRACTED SERVICES

Accounting / Audit	5,000
Legal	500
Management Company Fee	-
Nurse Services	-
Food Service / School Lunch	-
Payroll Services	600
Special Ed Services	-
Titlement Services (i.e. Title I)	5,000
Other Purchased / Professional / Consulting	-
TOTAL CONTRACTED SERVICES	11,100

SCHOOL OPERATIONS

Board Expenses	-
Classroom / Teaching Supplies & Materials	-
Special Ed Supplies & Materials	-
Textbooks / Workbooks	-
Supplies & Materials other	-
Equipment / Furniture	-
Telephone	500
Technology	-
Student Testing & Assessment	-
Field Trips	-
Transportation (student)	-
Student Services - other	-
Office Expense	500
Staff Development	500
Staff Recruitment	-
Student Recruitment / Marketing	500
School Meals / Lunch	-
Travel (Staff)	-
Fundraising	-
Other - School Operations	40
TOTAL SCHOOL OPERATIONS	2,040

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

190,321

NET INCOME

181,124

ENROLLMENT - *School Districts Are Linked To Above Entries*

District of Location	-
School District 2 (Enter Name)	-
School District 3 (Enter Name)	-
School District 4 (Enter Name)	-
School District 5 (Enter Name)	-
TOTAL ENROLLMENT	-

REVENUE PER PUPIL

-

EXPENSES PER PUPIL

-

Staten Island Hebrew Public								PROJECTED CASH FLOW FOR DISCRETIONARY PLANNING YEAR *																
PROJECTED CASH FLOW FOR PRE-OPENING PERIOD								PROJECTED CASH FLOW FOR DISCRETIONARY PLANNING YEAR *																
July 1, 2019 to June 30, 2020								July 1, 2019 to June 30, 2020																
								* This section should be left blank unless and/or until the charter agreement is duly modified to include a planning year																
Total Revenue	54,408	59,408	64,408	64,408	64,408	64,408	371,445																	
Total Expenses	21,952	22,452	34,219	34,219	38,469	39,009	190,321																	
Net Income	32,455	36,955	30,188	30,188	25,938	25,398	181,124																	
Cash Flow Adjustments	-	-	-	-	-	-	-																	
Beginning Cash Balance	-	-	-	-	-	-	-																	
Net Income	32,455	36,955	30,188	30,188	25,938	25,398	181,124																	
	January	February	March	April	May	June	TOTAL	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL				
REVENUE																								
REVENUES FROM STATE SOURCES																								
Per Pupil Revenue																								
District of Location																								
School District 2 (Enter Name)																								
School District 3 (Enter Name)																								
School District 4 (Enter Name)																								
School District 5 (Enter Name)																								
Grants																								
Stimulus																								
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																								
TOTAL REVENUE FROM FEDERAL SOURCES																								
LOCAL and OTHER REVENUE																								
Contributions and Donations, Fundraising																								
Fundraising																								
Erate Reimbursement																								
Interest Income, Earnings on Investments,																								
NYC-DYCD (Department of Youth and Community Developm.)																								
Food Service (Income from meals)																								
Text Book																								
OTHER																								
TOTAL REVENUE FROM LOCAL and OTHER SOURCES																								
TOTAL REVENUE																								
EXPENSES																								
ADMINISTRATIVE STAFF PERSONNEL COSTS																								
No. of Positions																								
Executive Management																								
Instructional Management																								
Deans, Directors & Coordinators																								
CFO / Director of Finance																								
Operation / Business Manager																								
Administrative Staff																								
TOTAL ADMINISTRATIVE STAFF																								
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																								
PAYROLL TAXES AND BENEFITS																								
Payroll Taxes																								
Fringe / Employee Benefits																								
Retirement / Pension																								
TOTAL PAYROLL TAXES AND BENEFITS																								
TOTAL PERSONNEL SERVICE COSTS																								
CONTRACTED SERVICES																								
Accounting / Audit																								
Legal																								
Management Company Fee																								
Nurse Services																								
Food Services / 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																								
School Meals / Lunch																								
Travel (Staff)																								
Fundraising																								
Other																								
TOTAL SCHOOL OPERATIONS																								
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 / CONTINGENCY																								
TOTAL EXPENSES																								
NET INCOME																								
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																								
Add Expected Proceeds from a Loan or Line of Credit																								
Other																								
Total Financing Activities																								
Total Cash Flow Adjustments																								
NET INCOME																								
Beginning Cash Balance																								
ENDING CASH BALANCE																								

**Staten Island Hebrew Public
PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE**

July 1, 2020 to June 30, 2021

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 147. This will populate the data in row 9.

Assumptions
DESCRIPTION OF ASSUMPTIONS - Please reference section/page number in application *if applicable*. For example, student enrollment would reference the page in the application that states enrollment targets.

Total Revenue	3,355,909	319,465	-	-	719,123	4,394,497
Total Expenses	2,849,965	565,995	-	-	597,691	4,013,651
Net Income	505,944	(246,530)	-	-	121,432	380,846
Actual Student Enrollment	162	10	-	-	-	162
Total Paid Student Enrollment	-	-	-	-	-	-

	PROGRAM SERVICES			SUPPORT SERVICES		TOTAL
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	

REVENUE

REVENUES FROM STATE SOURCES

Per Pupil Revenue	CY Per Pupil Rate					
District of Location	15,307					
School District 2 (Enter Name)		1,983,787	-	-	495,947	2,479,734
School District 3 (Enter Name)		-	-	-	-	-
School District 4 (Enter Name)		-	-	-	-	-
School District 5 (Enter Name)		-	-	-	-	-
		1,983,787	-	-	495,947	2,479,734

Based on per pupil rate x enrollment

Special Education Revenue		-	185,156	-	-	185,156
Grants		-	-	-	-	-
Stimulus		-	-	-	-	-
Other		-	-	-	-	-
Other - Revenues from State Sources		515,030	78,776	-	223,176	816,982
TOTAL REVENUE FROM STATE SOURCES		2,498,818	263,932	-	719,123	3,481,872

Based on 9.72 (>60%) x \$19,049

Facilities & NYS Appropriation funding

REVENUE FROM FEDERAL FUNDING

IDEA Special Needs		-	13,818	-	-	13,818
Title I		36,003	2,298	-	-	38,301
Title Funding - Other		2,969	190	-	-	3,159
School Food Service (Free Lunch)		-	-	-	-	-
Grants		-	-	-	-	-
Charter School Program (CSP) Planning & Implementation		485,555	18,000	-	-	503,555
Other		-	-	-	-	-
Other		-	-	-	-	-
TOTAL REVENUE FROM FEDERAL SOURCES		524,527	34,306	-	-	558,833

CSP Passthrough Grant

LOCAL and OTHER REVENUE

Contributions and Donations, Fundraising		-	-	-	-	-
Erate Reimbursement		-	-	-	-	-
Interest Income, Earnings on Investments,		-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developm.)		242,426	15,474	-	-	257,900
Food Service (Income from meals)		77,347	4,937	-	-	82,284
Text Book		12,792	816	-	-	13,608
OTHER		-	-	-	-	-
TOTAL REVENUE FROM LOCAL and OTHER SOURCES		332,564	21,228	-	-	353,792

First year only - Based \$185K +/- \$450 x enrollment

NYSTL

TOTAL REVENUE	3,355,909	319,465	-	-	719,123	4,394,497
----------------------	------------------	----------------	----------	----------	----------------	------------------

EXPENSES

ADMINISTRATIVE STAFF PERSONNEL COSTS

	No. of Positions					
Executive Management	1.00	97,500	15,000	-	-	150,000
Instructional Management	2.00	141,000	9,000	-	-	150,000
Deans, Directors & Coordinators	1.00	-	-	-	80,000	80,000
CFO / Director of Finance	-	-	-	-	-	-
Operation / Business Manager	1.00	-	-	-	60,000	60,000
Administrative Staff	3	63,000	5,250	-	-	105,000
TOTAL ADMINISTRATIVE STAFF	8.00	301,500	29,250	-	214,250	545,000

List exact titles included in the position category, if different from description, and staff FTE's (Full time equivalent)

All positions: see narrative p 51

Head of School
Director of Hebrew Instruction & Director of Literacy
Director of Ops
Finance Associate
Operations Associate (3)

INSTRUCTIONAL PERSONNEL COSTS

Teachers - Regular	10.00	556,480	35,520	-	-	592,000
Teachers - SPED	3.00	-	180,000	-	-	180,000
Substitute Teachers	-	-	-	-	-	-
Teaching Assistants	3.00	141,000	9,000	-	-	150,000
Specialty Teachers	2.00	112,800	7,200	-	-	120,000
Aides	-	-	-	-	-	-
Therapists & Counselors	1.00	65,800	4,200	-	-	70,000
Other - Instructional	-	15,092	3,287	-	2,620	21,000
TOTAL INSTRUCTIONAL	19.00	891,172	239,207	-	2,620	1,133,000

GenEd (6) & Hebrew (4)

2 ICT teachers, 1 intervention teacher

PE and Music

Social Worker

PTO buyout

NON-INSTRUCTIONAL PERSONNEL COSTS

Nurse	1.00	56,400	3,600	-	-	60,000
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
TOTAL NON-INSTRUCTIONAL	1.00	56,400	3,600	-	-	60,000

Nurse

SUBTOTAL PERSONNEL SERVICE COSTS

	28.00	1,249,072	272,057	-	-	1,738,000
--	-------	-----------	---------	---	---	-----------

PAYROLL TAXES AND BENEFITS

Payroll Taxes		121,254	26,410	-	-	168,717
Fringe / Employee Benefits		198,055	43,138	-	34,387	275,580
Retirement / Pension		18,736	4,081	-	3,253	26,070
TOTAL PAYROLL TAXES AND BENEFITS		338,045	73,629	-	58,693	470,367

TOTAL PERSONNEL SERVICE COSTS

	28.00	1,587,117	345,686	-	-	2,208,367
--	-------	-----------	---------	---	---	-----------

CONTRACTED SERVICES

Accounting / Audit		-	-	-	78,500	78,500
Legal		-	-	-	15,600	15,600
Management Company Fee		196,772	42,858	-	34,165	273,795
Nurse Services		-	-	-	-	-
Food Service / School Lunch		-	-	-	-	-
Payroll Services		2,515	548	-	437	3,500
Special Ed Services		-	-	-	-	-
Titlement Services (i.e. Title I)		2,820	180	-	-	3,000
Other Purchased / Professional / Consulting		59,945	7,412	-	7,043	74,400
TOTAL CONTRACTED SERVICES		262,053	50,998	-	135,744	448,795

SCHOOL OPERATIONS

Board Expenses		-	-	-	-	-
Classroom / Teaching Supplies & Materials		62,980	4,020	-	-	67,000
Special Ed Supplies & Materials		-	-	-	-	-
Textbooks / Workbooks		69,192	4,416	-	-	73,608
Supplies & Materials other		2,820	180	-	-	3,000
Equipment / Furniture - SO		6,827	1,487	-	1,185	9,500
Telephone		8,624	1,878	-	1,497	12,000

Technology	12,909	2,595	-	-	1,997	17,500
Student Testing & Assessment	2,115	135	-	-	-	2,250
Field Trips	470	30	-	-	-	500
Transportation (student)	3,290	210	-	-	-	3,500
Student Services - other	5,640	360	-	-	-	6,000
Office Expense	-	-	-	-	32,500	32,500
Staff Development	40,187	2,964	-	-	449	43,600
Staff Recruitment	3,593	783	-	-	624	5,000
Student Recruitment / Marketing	37,600	2,400	-	-	-	40,000
School Meals / Lunch	92,967	5,934	-	-	-	98,901
Travel (Staff)	719	157	-	-	125	1,000
Fundraising	-	-	-	-	-	-
Other - School Operations	-	-	-	-	-	-
TOTAL SCHOOL OPERATIONS	349,933	27,548	-	-	38,377	415,859
FACILITY OPERATION & MAINTENANCE						
Insurance	17,967	3,913	-	-	3,120	25,000
Janitorial	-	-	-	-	-	-
Building and Land Rent / Lease	534,643	116,449	-	-	92,828	743,920
Repairs & Maintenance	69,504	15,138	-	-	12,068	96,710
Equipment / Furniture	-	-	-	-	-	-
Security	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
TOTAL FACILITY OPERATION & MAINTENANCE	622,114	135,501	-	-	108,015	865,630
DEPRECIATION & AMORTIZATION	28,747	6,261	-	-	4,991	40,000
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	-	-	-	-	35,000	35,000
TOTAL EXPENSES	2,849,965	565,995	-	-	597,691	4,013,651
NET INCOME	505,944	(246,530)	-	-	121,432	380,846

13% of rent

ENROLLMENT - *School Districts Are Linked To Above Entries*

	REGULAR EDUCATION	SPECIAL EDUCATION		
District of Location	162	10		162
School District 2 (Enter Name)				-
School District 3 (Enter Name)				-
School District 4 (Enter Name)				-
School District 5 (Enter Name)				-
TOTAL ENROLLMENT	162	10	-	162
REVENUE PER PUPIL	20,715	32,867	-	27,127
EXPENSES PER PUPIL	17,592	58,230	-	24,776

see narrative p 13. Conservative SPED projections to enable conservative budgeting.

Other	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL SCHOOL OPERATIONS	-	28,814	38,704	38,704	38,704	38,704	38,704	38,704	38,704	38,704	38,704	38,704	415,859
FACILITY OPERATION & MAINTENANCE													
Insurance	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	25,000
Janitorial	-	-	-	-	-	-	-	-	-	-	-	-	-
Building and Land Rent / Lease	61,993	61,993	61,993	61,993	61,993	61,993	61,993	61,993	61,993	61,993	61,993	61,993	743,920
Repairs and Maintenance	8,059	8,059	8,059	8,059	8,059	8,059	8,059	8,059	8,059	8,059	8,059	8,059	96,710
Equipment / Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL FACILITY OPERATION & MAINTENANCE	72,136	72,136	72,136	72,136	72,136	72,136	72,136	72,136	72,136	72,136	72,136	72,136	865,630
DEPRECIATION & AMORTIZATION	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	-	-	-	-	-	-	-	-	-	-	-	-	35,000
TOTAL EXPENSES	172,244	303,475	378,814	310,365	310,365	378,814	310,365	310,365	378,814	310,365	310,365	539,301	4,013,651
NET INCOME	450,031	318,800	(328,623)	420,138	(251,882)	265,508	(260,174)	428,430	(315,015)	332,576	(260,174)	(118,771)	680,846
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	450,031	318,800	(328,623)	420,138	(251,882)	265,508	(260,174)	428,430	(315,015)	332,576	(260,174)	(118,771)	680,846
Beginning Cash Balance	-	-	-	-	-	-	-	-	-	-	-	-	-
ENDING CASH BALANCE	450,031	318,800	(328,623)	420,138	(251,882)	265,508	(260,174)	428,430	(315,015)	332,576	(260,174)	(118,771)	680,846

**Staten Island Hebrew Public
PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

Assumptions

DESCRIPTION OF ASSUMPTIONS - Please reference section/page number in application if applicable. For example, student enrollment would reference the page in the application that states enrollment targets.

*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. **Projected Five Year Budget on this Tab Should Be For the First Five Years of Actual Operations.**

Please Note: The student enrollment data is entered below in the Enrollment Section beginning in row 148. This will populate the data in row 10.

	4,394,497	5,256,631	7,137,698	8,908,514	10,571,438
Total Revenue	4,394,497	5,256,631	7,137,698	8,908,514	10,571,438
Total Expenses	4,013,651	5,378,017	6,884,469	8,286,246	9,640,713
Net Income (Before Cash Flow Adjustments)	380,846	(121,386)	253,229	622,268	930,725
Actual Student Enrollment	162	235	320	400	475
Total Paid Student Enrollment	-	-	-	-	-
	Year 1	Year 2	Year 3	Year 4	Year 5
	2020-21	2021-22	2022-23	2023-24	2024-25
	*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5				
REVENUE	Per Pupil Revenue Percentage Increase				
	0.0%	0.0%	0.0%	0.0%	0.0%
REVENUES FROM STATE SOURCES					
Per Pupil Revenue					
District of Location	15,307				
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
	2,479,734	3,597,145	4,898,240	6,122,800	7,270,825
Special Education Revenue	185,156	268,591	365,741	457,176	542,897
Grants					
Stimulus	-	-	-	-	-
Other	-	-	-	-	-
Other - Revenues from State Sources	816,982	1,185,129	1,613,792	2,017,240	2,395,473
TOTAL REVENUE FROM STATE SOURCES	3,481,872	5,050,864	6,877,773	8,597,216	10,209,194
REVENUE FROM FEDERAL FUNDING					
IDEA Special Needs	13,818	18,654	23,318	27,748	32,188
Title I	38,301	51,706	64,633	76,913	89,219
Title Funding - Other	3,159	4,583	6,240	7,800	9,263
School Food Service (Free Lunch)	-	-	-	-	-
Grants					
Charter School Program (CSP) Planning & Implementation	503,555	-	-	-	-
Other	-	-	-	-	-
Other - Revenue from Federal funding	-	-	-	-	-
TOTAL REVENUE FROM FEDERAL SOURCES	558,833	74,943	94,191	112,461	130,670
LOCAL and OTHER REVENUE					
Contributions and Donations, Fundraising	-	-	-	-	-
Erate Reimbursement	-	-	-	-	-
Interest Income, Earnings on Investments,	-	-	-	-	-
NYC-DYCD (Department of Youth and Community Developm.)	257,900	-	-	-	-
Food Service (Income from meals)	82,284	111,083	138,854	165,236	191,674
Taxi Book	13,608	19,740	26,880	33,600	39,900
OTHER - Revenue	-	-	-	-	-
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	353,792	130,823	165,734	198,836	231,574
TOTAL REVENUE	4,394,497	5,256,631	7,137,698	8,908,514	10,571,438

remains flat @ \$15,307

Facilities & NYS Appropriation funding

CSP Passthrough Grant

DYCD YR1 only

NYSTL

EXPENSES

List exact titles included in the position category, if different from description, and staff FTE's (Full time equivalent)

	No. of Positions				
ADMINISTRATIVE STAFF PERSONNEL COSTS					
Executive Management	1	150,000	154,500	159,135	167,092
Instructional Management	2	150,000	224,500	231,235	242,797
Deans, Directors & Coordinators	1	80,000	112,400	144,872	152,116
CFO / Director of Finance	-	-	-	-	-
Operation / Business Manager	1	60,000	61,800	63,654	66,837
Administrative Staff	3	105,000	108,150	161,395	177,937
TOTAL ADMINISTRATIVE STAFF	8.00	545,000	661,350	760,291	838,220
INSTRUCTIONAL PERSONNEL COSTS					
Teachers - Regular	10	592,000	905,760	1,228,933	1,586,379
Teachers - SPED	3	180,000	275,400	372,762	511,400
Substitute Teachers	-	-	-	-	-
Teaching Assistants	3	150,000	154,500	159,135	167,092
Specialty Teachers	2	120,000	123,600	197,308	207,173
Aides	-	-	-	-	-
Therapists & Counselors	1	70,000	72,100	74,263	77,976
Other - Instructional	-	-	27,000	33,750	39,000
TOTAL INSTRUCTIONAL	19.00	1,133,000	1,558,360	2,066,151	2,589,021
NON-INSTRUCTIONAL PERSONNEL COSTS					
Nurse	1	60,000	61,800	63,654	66,837
Librarian	-	-	-	-	-
Custodian	-	-	-	-	-
Security	-	-	-	-	-
Other	-	-	-	-	-
TOTAL NON-INSTRUCTIONAL	1.00	60,000	61,800	63,654	66,837
SUBTOTAL PERSONNEL SERVICE COSTS	28.00	1,738,000	2,281,510	2,890,095	3,454,163
PAYROLL TAXES AND BENEFITS					
Payroll Taxes		168,717	221,516	280,582	335,335
Fringe / Employee Benefits		275,580	366,151	467,180	561,964
Retirement / Pension		26,070	34,223	43,351	51,812
TOTAL PAYROLL TAXES AND BENEFITS		470,367	621,890	791,113	949,112
TOTAL PERSONNEL SERVICE COSTS	28.00	2,208,367	2,903,400	3,681,208	4,403,274
CONTRACTED SERVICES					
Accounting / Audit		78,500	82,500	86,785	91,378
Legal		15,600	15,912	16,230	16,555
Management Company Fee		273,795	397,172	540,830	676,038
Nurse Services		-	-	-	-
Food Service / School Lunch		-	-	-	-
Payroll Services		3,500	3,570	3,641	3,714
Special Ed Services		-	-	-	-
Titelment Services (i.e. Title I)		3,000	4,050	5,387	6,679
Other Purchased / Professional / Consulting		74,400	117,758	140,855	178,397
TOTAL CONTRACTED SERVICES		448,795	620,962	793,727	972,762
SCHOOL OPERATIONS					
Board Expenses		-	-	-	-
Classroom / Teaching Supplies & Materials		67,000	90,450	113,063	134,544
Special Ed Supplies & Materials		-	-	-	-
Textbooks / Workbooks		73,608	101,916	129,222	155,180
Supplies & Materials other		3,000	4,050	5,063	6,024
Equipment / Furniture - SO		9,500	9,785	10,079	10,381
Telephone		12,000	12,240	12,485	12,734
Technology		17,500	18,345	19,178	19,992
Student Testing & Assessment		2,250	3,038	4,040	5,009
Field Trips		500	675	844	1,004
Transportation (student)		3,500	4,725	5,906	7,028

State number of positions for years 2 thru 5 in assumptions if differ from year 1.

Head of School + annual increases. P 51 of narrative for this and all positions.

Director of Hebrew, Director of Literacy, Director of Math (Yr2-5) + annual increases

Director of Ops; SpEd Coordinator (YR2-5) + annual increases

Finance Associate + annual increases

Ops Associates (3), Community Relations Coordinator (Yr 3-5) + annual increases

Gen Ed (YR2 -9, Yr3-12, YR4-15, YR5-18), Hebrew (YR2-6, YR3-8, YR4-10, YR5-12)

SpEd (YR2-3, YR3-4, YR4-5, YR5-6), SpEd C, intervention (YR1-1, YR2-1.5, YR3-2, YR4-3, YR5-3)

annual increases

PE (1 teacher in YR1-2; 2 in YR3-5); Art/ Music + annual increases

Social Worker + annual increases

PTD buyouts

Student Services - other	6,000	8,100	10,125	12,049	13,977
Office Expense	32,500	33,475	34,479	35,514	36,579
Staff Development	43,600	57,708	75,639	92,991	109,139
Staff Recruitment	5,000	5,150	5,305	5,464	5,628
Student Recruitment / Marketing	40,000	41,200	42,436	43,709	45,020
School Meals / Lunch	98,901	133,516	166,895	198,606	230,382
Travel (Staff)	1,000	1,100	1,210	1,331	1,464
Fundraising	-	-	-	-	-
Other - School Operations	-	-	-	-	-
TOTAL SCHOOL OPERATIONS	415,859	525,473	635,967	741,559	845,814
FACILITY OPERATION & MAINTENANCE					
Insurance	25,000	28,750	33,063	38,022	43,725
Janitorial	-	-	-	-	-
Building and Land Rent / Lease	743,920	1,079,144	1,469,472	1,836,840	2,181,248
Repairs & Maintenance	96,710	140,289	191,031	238,789	283,562
Equipment / Furniture	-	-	-	-	-
Security	-	-	-	-	-
Utilities	-	-	-	-	-
TOTAL FACILITY OPERATION & MAINTENANCE	865,630	1,248,182	1,693,566	2,113,651	2,508,535
DEPRECIATION & AMORTIZATION	40,000	45,000	50,000	55,000	55,000
DISSOLUTION ESCROW & RESERVES / CONTINGENCY	35,000	35,000	30,000	-	-
TOTAL EXPENSES	4,013,651	5,378,017	6,884,469	8,286,246	9,640,713
NET INCOME	380,846	(121,386)	253,229	622,268	930,725

13% of rent

ENROLLMENT - *School Districts Are Linked To Above Entries*					
District of Location	162	235	320	400	475
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
TOTAL ENROLLMENT	162	235	320	400	475
REVENUE PER PUPIL	27,127	22,369	22,305	22,271	22,256
EXPENSES PER PUPIL	24,776	22,885	21,514	20,716	20,296

based on conservative enrollment projections

CASH FLOW ADJUSTMENTS					
OPERATING ACTIVITIES					
Example - Add Back Depreciation	40,000	45,000	50,000	55,000	55,000
Other	-	-	-	-	-
Total Operating Activities	40,000	45,000	50,000	55,000	55,000
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	40,000	45,000	50,000	55,000	55,000
NET INCOME	420,846	(76,386)	303,229	677,268	985,725
Beginning Cash Balance	-	420,846	344,460	647,689	1,324,956
ENDING CASH BALANCE	420,846	344,460	647,689	1,324,956	2,310,681

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

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



Staten Island Hebrew Public Charter School: Enrollment Policy

Introduction

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

Eighty-seven (87) Kindergarten and 75 1st grade students will be accepted in the inaugural lottery. Every year thereafter, SIHP will have 87 new Kindergarten seats available in the school. SIHP's admissions will be open to both entering Kindergarten students as well as students in each grade above Kindergarten that the school is currently serving up to and including grade 5, in the event that seats are available in those grades. Admission to SIHP will be limited each year to pupils within the grade levels to be served by the school. In order to be eligible to apply for Kindergarten, students must turn 5 by December 31 of the year in which they will enter Kindergarten. The law provides explicit preference for siblings of students and students residing in CSD 31 in Staten Island. All applicants must be residents of New York State.

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

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

Enrollment Period, Admissions Lottery, Registration, and Withdrawal

Formal recruitment of incoming students will begin after the charter school is authorized. It is important to note that this process will be carried out in dominant languages in the community. Beginning on or before January 1 of each year, the charter school will advertise open registration and provide families, if they choose, with opportunities to meet staff and learn more about the School.

SIHP will determine and publicize the number of spaces available each year by grade level. Families may submit applications beginning on or before January 15 through April 1 or thereafter (the date will be set and publicized each year). If as of the application deadline, the number of applicants to the charter school exceeds capacity, a random selection process (lottery) will be used to admit students. This lottery, if necessary, will be held annually on or about April 15. At least one week notice will be given

prior to the lottery, the lottery will be open to the public, and the notice of the enrollment lottery will include the number of spaces available each year by grade

Lottery Process

In the event that a lottery process is necessary, names will be drawn randomly by grade to fill available seats (87 seats in Kindergarten and 75 seats in Grade 1 for the inaugural lottery. For each subsequent year, 87 seats in Kindergarten and expected vacancies in the grades that are served through Grade 2). After those names are drawn, names will continue to be drawn in order to form a waiting list at each grade level (K-2) for the school. This waiting list will be the only official, legal document identifying the names of grade-eligible students with applications to the charter school pending acceptance when vacancies arise, based upon the order of random selection from the lottery. The previous year's waiting list will expire annually at the lottery drawing. SIHP will keep accurate records of their waitlist containing the names, home addresses, telephone numbers, and grade levels of students who entered the lottery but did not gain admission.

Procedures for Student Registration and Parental Intent to Enroll

Once the lottery has been conducted, SIHP will notify parents and guardians of applicants by mail and email whether their child has been granted a seat at the School or if they are on the waiting list. The mailing will include an admission acceptance form that each parent of a child who has been selected for admission will fill out to confirm his or her intent to enroll the child in SIHP. For those accepted in the lottery, the admission acceptance form shall be due ten business days after notification that the child is admitted.

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

- First preference (after the first year) will be given to returning students, who will automatically be assigned a space at the School and whose families will be formally contacted prior to the beginning of the school year to confirm automatic admission of their child.
- Second preference will be given to siblings of students already enrolled in the charter school or siblings of a student whose name is drawn in the lottery whose names are also in the current year's lottery.
- Third preference will be given to residents of CSD 31.
- Fourth preference will be given to children of employees of the charter school or charter management organization, provided that such children of employees may constitute no more than fifteen percent of the charter school's total enrollment.

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

Except in the case of homeless students, proof of address may be verified by any two of the following containing the address of residence:

- 🏠 NYS Driver's license or learner's permit
- 🏠 A residential utility bill (gas or electric) in the resident's name dated within the past 60 days.
- 🏠 Documentation or letter on letterhead from a federal, state or local government agency including the Internal Revenue Service (IRS), City Housing Authority, Human Resources Administration, the Administration for Children's Services (ACS), Board of Elections or an ACS subcontractor indicated the resident's name and address dated within the past 60 days
- 🏠 An original lease agreement, deed, or mortgage statement for the residence
- 🏠 A current property bill for the residence
- 🏠 A water bill for the residence dated within the past 60 days.
- 🏠 A landlord affidavit – if a parent/guardian is subletting an apartment of home, or if more than one family shares a living space, the parent/guardian must present an affidavit or notarized letter from the leaseholder or homeowner and attach any of the above proofs of address, such as the lease, deed or utility bill

All families of students currently enrolled in SIHP will be sent a renewal form by February of each year in order to indicate whether or not they will re-enroll their child for the next academic year. Reasonable and multiple attempts will be made to reach parents regarding their decision to re-enroll their children and parents will be given a reasonable amount of time to re-enroll their child before the School determines that they do not intend to enroll. This process will inform the school as to any planned vacancies in Grades 1-5 that will need to be filled through the current year's application and lottery process.

Waitlist Process

Whenever a vacancy occurs, either prior to the start of a particular school year or during the course of that school year, SIHP will contact the parents of the student next on the appropriate waiting list. For those accepted from the waitlist, the admission acceptance form shall be due five business days after notification that the child is admitted. Reasonable and multiple attempts will be made to contact the family of the student on the top of the waiting list and get confirmation of whether the student is still interested in enrolling at SIHP before proceeding to the next name on the list. If reasonable and multiple attempts to contact the student's parents are unsuccessful, then the School may remove that student from the waitlist. The School will maintain documentation of the attempts made to contact the parents of any student removed from the waitlist and will keep accurate records of their waitlist containing, the

names, home addresses, telephone numbers, and grade levels of students who entered the lottery but did not gain admission. Waiting lists will not be carried over from year to year. Instead, the annual admission lotteries will be used to create new waiting lists.

Voluntary Withdrawal

SIHP is a public school of choice, both for application and withdrawal. At any time, a parent may wish to transfer their child to a different school. A parent wishing to withdraw his/her child from the School will be asked to complete a request for student withdrawal form. SIHP personnel will offer to meet with the family and discuss their reasons for withdrawing from the School, as well as to seek solutions to any problems that arise from these discussions. If the parents still wish to transfer their child to another school, SIHP staff will make every reasonable effort to help the student find a school that better serves the family's desires. SIHP will ensure the timely transfer of any necessary school records to the student's new school. Upon withdrawal of any student in grades K-5, SIHP will seek to fill that vacancy in a timely manner with the next student on the relevant grade's waitlist.



COHEN SCHNEIDER | LAW

275 Madison Ave, Suite 1905, New York, NY 10016

P (212) 365-8600 | F (646) 590-8955

cohenschneider.com

December 21, 2018

Staten Island Hebrew Public Charter School
Leticia Remauro
Board Chairperson
c/o Hebrew Public
555 8th Avenue, Suite 1703
New York, NY 10018

Re: Letter of Engagement

Dear Ms. Remauro:

We are pleased that you have asked Cohen Schneider Law, P.C. to serve as your counsel.

We submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

1. Client; Scope of Representation. Our client in this matter will be Staten Island Hebrew Public Charter School (the "School") and we will represent the School in connection with general legal matters, and the scope of our engagement and duties to the School shall relate to those matters in which you request the Firm's involvement (hereinafter the "Representation"). You may limit or expand the scope of our Representation from time to time, provided that any substantial expansion must be agreed to by us.

2. Term of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional responsibility. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect your interests in the above matter.

Unless previously terminated, Cohen Schneider Law, P.C.'s Representation of the School will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise nonpublic information you have supplied to Cohen Schneider Law, P.C. which is retained by us will be kept confidential in accordance with applicable rules of professional responsibility. If, upon such termination, you wish to have any documents delivered to you, please advise us. Otherwise, all such documents will be maintained in accordance with our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents retained by us.

You are engaging Cohen Schneider Law, P.C. to provide legal services in connection with the specific Representation as set forth above. After completion of the Representation, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you actually engage us after the completion of the Representation to provide additional advice on issues arising from the Representation, Cohen Schneider Law, P.C. has no continuing obligation to advise you with respect to future legal developments.

3. Fees and Expenses; Retainer. Our fees will be based on the billing rate for each attorney devoting time to this matter. Billing rates currently range from \$350 per hour for partners and counsel, \$265-285 per hour for associate attorneys and \$160 per hour for paralegals. With respect to matters involving long-term leases, property acquisition and/or financings, rates for partners and counsel shall be \$450 per hour (associate and paralegal rates remain the same as for general matters). Please note that these rates may be increased annually, consistent with the Firm's standard practice. We anticipate billing you monthly and expect that our bills will be paid within 30 days after receipt. Once the School begins receiving its funding, we shall require that a retainer in the amount of \$10,000 be deposited with the Firm against which fees and expenses incurred shall be applied, and replenished once depleted upon request.

We will include on our bills charges for performing services such as document reproduction, messenger and overnight courier service, service of process, postage, computerized research, travel, long-distance telephone, facsimile and telecopy, document processing, and search and filing fees. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals and local co-counsel) generally will not be paid by us, but will be billed directly to you. Please note that invoices that remain unpaid for more than thirty (30) days may be subject to a 1.5% per month interest charge.

Once the School has received funding, we shall require a replenishable retainer in the amount of \$10,000.

From time to time, we are requested to prepare and submit to auditors information about contingent matters to which we are devoting substantial attention on behalf of a client. While such audit letters are not required in order for a client to be able to report the status of any matter(s) we may be handling for that client, we will provide an audit letter if requested by the client. If you request that we prepare such a letter, we will prepare and submit the letter and will invoice for all attorneys' fees and expenses for the preparation of descriptions of matters to be included in such letters, in accordance with our standard hourly rates, even if our representation in the matter that is the subject of a description has concluded.

4. Conflicts. Cohen Schneider Law, P.C. has numerous clients. Many of these clients rely upon the Firm for general representation. Although we hope it never happens, it is possible that an adverse relationship (including litigation) may develop in the future between the School and one of our other clients. If Cohen Schneider Law, P.C. is not representing the School in that matter and the matter in which the School and another client have adverse interests is not substantially related to our Representation of the School as described above, the School agrees

that we may represent the other client, including Hebrew Public as the School's charter management organization, subject to the limitations set forth herein.

5. Arbitration. While we hope it never occurs, occasionally disputes arise concerning the fees or disbursements that are owed to a lawyer by the client. If such an event occurs, you may have the right to arbitration of the dispute pursuant to Part 137 of the rules of Chief Administrator of the Courts, a copy of which will be provided to you upon request.

Once again, we are pleased to have this opportunity to work with you. If you have any questions or comments during the course of our Representation, please call me at (212) 365-8600.

Very truly yours,

COHEN SCHNEIDER LAW, P.C.



By: _____
Cliff S. Schneider

AGREED TO AND ACCEPTED:

**STATEN ISLAND HEBREW
PUBLIC CHARTER SCHOOL**

By: _____
Leticia Remauro
President, Board Chair

Date: _____