



March 18, 2021

6:30 pm

Board Meeting via Zoom

Agenda

1. Call to Order & Public Comment Reminder
2. Adoption of March 2021 Agenda
3. Consent Agenda
 - a. Vote to Retrospectively Approve All Past Actions of the Board
 - i. Approval of Prior Meeting Minutes
 - ii. Adoption of Prior Meeting Agendas
 - iii. Approval of Noemi Zibuts Secretary Appointment
 - iv. Approval of third planning year request
4. Network Update
5. Scheduling of Special Meeting
6. Executive Session (Head of School Candidate Interview)
7. Adjournment



Board of Trustees Meeting via Zoom

February 25, 2021 @ 6:30 pm

Minutes

Trustees Present

Noemi Zibuts (<i>prospective board member</i>)
Angela Mirrizi Olsen (<i>prospective board member</i>)
Yelena Sklyar
David H. Sorkin
Shelley Jain
Ernest Paige

Others Present:

Jon Rosenberg, CEO, Hebrew Public
Valerie Khaytina, Chief External Officer, Hebrew Public
Lauren Murphy, External Relations Manager, Hebrew Public

1. Call to Order

Jon Rosenberg opened the meeting at 6:38 pm and everyone in attendance was reminded to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Board Action: Motion to elect Angela Mirizzi Olsen to the Staten Island Hebrew Public Board of Trustees

Yelena Sklyar made a motion to elect Angela Mirizzi Olsen to the Staten Island Hebrew Public Board of Trustees pending approval by the authorizer. Shelley Jain seconded, and the motion carried unanimously.

Formal Board of Trustees Resolution:

The Staten Island Hebrew Public Charter School Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided



information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select Angela Mirizzi Olsen as a member to its Board of Trustees, with a term expiring on June 30, 2024, pending approval by NYSED. The resolution approving Angela Mirizzi Olsen is adopted upon NYSED's approval.

3. Network Update

Jon Rosenberg, CEO of Hebrew Public informed the board of the following:

- Reopening Plans
 - Philadelphia Hebrew Public Charter School
 - Opening on March 15th for hybrid instruction, which it has not been able to do all year
 - Serving 2 cohorts of children 5 days a week for ½ days (one group in the morning and one in the afternoon)
 - Harlem Hebrew
 - Opening on April 12th for hybrid instruction
 - Two weeks following the commencement of spring break
 - Serving 2 cohorts of children 2 days a week; Wednesday no students in the building except for kindergarten, who will be in-person 4 days a week
 - HLA2
 - Opening on April 12th for hybrid instruction
 - Two weeks following the commencement of spring break
 - Serving 2 cohorts of children 2 days a week for all grades K-4; Wednesday no students will be in the building
 - HLA
 - Opening March 15th for grades K-4
 - 4 days a week in-person instruction for the students who opt-in; Wednesday no students will be in the building
 - Opening April 12th for grades 5-8
 - Serving 2 cohorts of children 2 days a week; Wednesday no students will be in the building
- Student Summer Programming For COVID-19 Related-Needs
 - Three Target Areas
 - Academic gaps
 - Socialization gaps
 - Trauma
 - Building Community Partnerships to Staff the Program



- Tutoring Partnerships
 - 1:1 for students with academic gaps
- Day Camp Partnerships
 - Infused with a Hebrew language element
- Mental Health Partnerships
 - Counseling
 - Therapeutic sessions
- The program is in the very early stages of planning and exploration
- Hebrew Public is committed to ensuring these gaps are addressed

4. Adjournment

Yelena Sklyar made the motion to adjourn at 6:52 pm, David H. Sorkin seconded, and the motion carried unanimously.



February 25, 2021
6:30 pm
Board Meeting via Zoom

Agenda

1. Call to Order & Public Comment Reminder
2. Board Actions: Vote to elect Angela Mirizzi-Olsen to the Board of Trustees
3. Network Update
4. Adjournment



Board of Trustees Meeting via Zoom

January 21, 2021 @ 6:30 pm

Minutes

Trustees Present

Noemi Zibuts (<i>prospective board member</i>)
Yelena Sklyar
David H. Sorkin
Shelley Jain
Ernest Paige

Others Present:

Jon Rosenberg, CEO, Hebrew Public
Valerie Khaytina, Chief External Officer, Hebrew Public
Lauren Murphy, External Relations Manager, Hebrew Public
1 Member of the Public

1. Call to Order

Jon Rosenberg asked the board for permission to lead the meeting given the recent resignation of our board chair. The meeting opened the meeting at 6:37 pm and everyone in attendance was reminded to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Adoption of January 2021 Agenda

David H. Sorkin made a motion to adopt the January 2021 agenda, Shelley Jain seconded, and the motion carried unanimously.

3. Board Chair Resignation | Officer Roles



Leticia Remauro formally resigned from the Staten Island Hebrew Public board last week, January 11, 2021. The board chair officer role will need to be filled as soon as possible.

4. Status of State Approval for Board Members

Jon Rosenberg, CEO of Hebrew Public informed the board of the following:

- We currently do not have a full board, we are one member short of our bylaws
- David Sorkin's application was officially accepted and approved by NYSED
- Angela Mirizzi-Olsen's application is almost complete
- **Motion to elect Noemi Zibuts to the Staten Island Hebrew Public Board of Trustees**

David H. Sorkin made a motion to elect Noemi Zibuts to the Staten Island Hebrew Public Board of Trustees pending approval by the authorizer. Yelena Sklyar seconded, and the motion carried unanimously.

Formal Board of Trustees Resolution:

The Staten Island Hebrew Public Charter School Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select Noemi Zibuts as a member to its Board of Trustees, with a term expiring on June 30, 2024, pending approval by NYSED. The resolution approving Noemi Zibuts is adopted upon NYSED's approval.

6. Prospective New Board Members

Jon Rosenberg led a discussion regarding Staten Island Hebrew Public's bylaws and suggested adding new trustees to the board: a minimum of seven trustees, ideally nine. This would allow for flexibility in attendance and strengthen the board as a whole as well as the smaller committees. Jon Rosenberg recommended Valerie Khaytina, Hebrew Public's Chief External Officer to be considered by the board for a trustee position. In Hebrew Public's New York & Philadelphia schools, a member of senior leadership serves on the board. Valerie has been with the organization for eight years and is a parent at our Mill Basin school. She is very passionate about the mission and is currently enrolled in a master's program at Middlebury College. Yelena Sklyar also recommended a personal friend with a background in children's behavioral health with twenty years' experience. Jon encouraged everyone to nominate individuals they



believe will enhance the board. The Staten Island Hebrew Public board members will be supported in their search to fill the vacant seats by the CMO, Hebrew Public.

7. Adjournment

Ernest Paige made the motion to adjourn at 6:59 pm, David H. Sorkin seconded, and the motion carried unanimously.



January 21, 2021

6:30 pm

Board Meeting via Zoom

Agenda

1. Call to Order & Public Comments
2. Officer Roles
 - a. Leticia Remauro, Board Chair Resignation
3. Status of State Approval for Board Members
4. Prospective New Board Members
5. Adjournment



December 17, 2020
6:30 pm
Board Meeting via Zoom

Agenda

1. Call to Order
2. Public Comments
3. Adoption of December 2020 Agenda
4. Approval of November 2020 Minutes
5. Network Update
6. Adjournment



Board of Trustees Meeting via Zoom

November 19, 2020 @ 6:30 pm

Minutes

Trustees Present

Leticia Remauro
Noemi Zibuts
Angela Olsen Mirrizi
Yelena Sklyar
David H. Sorkin (<i>prospective board member</i>)

Others Present:

Jon Rosenberg, CEO, Hebrew Public

Valerie Khaytina, Chief External Officer, Hebrew Public

Lauren Murphy, External Relations Manager, Hebrew Public

1. Call to Order

Leticia Remauro opened the meeting at 6:34 pm and reminded everyone in attendance to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Adoption of November 2020 Agenda

Leticia Remauro asked for a motion to adopt, Yelena Sklyar made a motion to adopt the November 2020 agenda, Angela Olsen Mirrizi seconded, and the motion carried unanimously.

3. Approval of October 2020 Minutes

Leticia Remauro asked for a motion to approve, Yelena Sklyar made a motion to approve the October 2020 minutes. Noemi Zibuts seconded, and the motion carried unanimously.

4. Motion to elect David H. Sorkin to the Staten Island Hebrew Public Board of Trustees

After reviewing his fingerprinting and background reports, Leticia Remauro asked for a motion to elect David H. Sorkin to the Staten Island Hebrew Public Board of Trustees pending approval by the authorizer. Angela Olsen Mirrizi made the motion, Yelena Sklyar seconded, and the motion carried unanimously.

Formal Board of Trustees Resolution:

The Staten Island Hebrew Public Charter School Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select David H. Sorkin as a member to its Board of Trustees, with a term expiring on June 30, 2023, pending approval by NYSED. The resolution approving David H. Sorkin is adopted upon NYSED's approval.

5. Network Update

Jon Rosenberg informed the board of the following:

- COVID Closure for NYC Schools
 - Hebrew Public schools in Brooklyn and in Harlem had to close effective today, November 19 by order of the Mayor and Governor
 - School Surveys
 - Families were surveyed on school safety protocols, about 99% said they felt Hebrew Public was taking the necessary measures to maintain safety for staff and children
 - Budget Implications
 - Still very much unknown for next year
 - According to the Governor, there is a possibility per-pupil funding might drop during the remaining of this year and next year
 - Hebrew Public is providing site-based testing, it is very costly
 - Hebrew Public is also providing child care scholarships for families in need
- Construction for the Staten Island school building has begun, pictures were shared with the board members
 - Foundation - Complete (75%)
 - Piers installation - Complete (75%)
 - Walls waterproofing - Complete (75%)
 - Elevator pit & waterproofing - Complete (100%)
 - Structural steel - In process

6. Adjournment

Leticia Remauro asked for a motion to adjourn the meeting at 7:05 pm. Yelena made the motion to adjourn, Angela seconded, and the motion carried unanimously.



November 19, 2020
Board Meeting via Zoom

Agenda

1. Call to Order
2. Public Comments
3. Adoption of November 2020 Agenda
4. Approval of October Minutes
5. Board Action: Approval of David Sorkin to SIHP Board of Trustees
6. Network Update
7. Adjournment



Board of Trustees Meeting via Zoom

October 22, 2020 @ 6:30 pm

Minutes

Trustees Present

Leticia Remauro
Noemi Zibuts
Angela Olsen Mirrizi
Ernest Paige
Shelley Jain

Others Present:

Lauren Murphy, External Relations Manager, Hebrew Public

1. Call to Order

Leticia Remauro opened the meeting at 6:31 pm and reminded everyone in attendance to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Adoption of October 2020 Agenda

Leticia Remauro asked for a motion to adopt, Ernest Paige made a motion to adopt the October 2020 agenda, Noemi Zibuts seconded, and the motion carried unanimously.

3. Approval of September 2020 Minutes

Leticia Remauro asked for a motion to approve, Noemi Zibuts made a motion to approve the September 2020 minutes. Angela Olsen Mirrizi seconded, and the motion carried unanimously.

4. Vote on Noemi Zibuts as Secretary

Leticia Remauro made a motion to approve Noemi Zibuts as board Secretary. Ernest Paige seconded, and the motion carried unanimously.

5. Adjournment

Leticia Remauro motioned to adjourn at 6:42 pm.



October 22, 2020
Board Meeting via Zoom
6:30 pm

Agenda

1. Call to Order
2. Public Comments
3. Adoption of October 2020 Agenda
4. Approval of September Minutes
5. Noemi Zibut's Secretary Nomination & Approval
6. Network Update
7. Adjournment



Board of Trustees Meeting via Zoom

September 8, 2020 @ 6:30 pm

Minutes

Trustees Present

Leticia Remauro
Yelena Sklyar
Noemi Zibuts
Angela Olsen Mirrizi
Shelley Jain
David Sorkin (<i>prospective board member</i>)

Others Present:

Jon Rosenberg, CEO, Hebrew Public

Elly Rosenthal, CFO, Hebrew Public

Lauren Murphy, External Relations Manager, Hebrew Public

1. Call to Order

Leticia Remauro opened the meeting at 6:39 pm and reminded everyone in attendance to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Adoption of July & September 2020 Agendas

Leticia Remauro asked for a motion to adopt, Yelena Sklyar made a motion to adopt the July & September 2020 agendas, Shelley Jain seconded, and the motion carried unanimously.

3. Approval of June & July 2020 Minutes

Leticia Remauro asked for a motion to approve, Angela Mirizzi-Olsen made a motion to approve the June & July 2020 minutes. Shelley Jain seconded, and the motion carried unanimously.

4. Adoption of the resolution that would approve the signing of the lease guaranty and approve the entering into of a sublease between the school Staten Island Hebrew Public and the Friends of Staten Island Hebrew Public organization

The board was updated as to the progress of the building facility for the school at 829 Father Capodanno Boulevard Staten Island, New York. The board discussed the approval of signing the lease guaranty, which ensures that the School will pay the rent owed by the Friends of organization if for any reason the latter fails to do so. The board also discussed entering into a sublease with Friends of Staten Island Hebrew Public, a special purpose entity, to negotiate the leasing of said facility for the school. To that point, Shelley Jain made a motion to authorize the signing of the guaranty and to authorize the approval of entering into a sublease with Friends of Staten Island Hebrew Public for the aforementioned purpose. Noemi Zibuts recused herself from the vote due to a distant conflict of interest. Yelena Sklyar seconded and the motion carried unanimously with the exception of the aforementioned recusal. As such, the board adopted the following resolution:

RESOLUTIONS OF THE BOARD OF TRUSTEES OF STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL

The Board of Trustees (the “Board”) of Staten Island Hebrew Public Charter School, a New York not-for-profit education corporation (the “School”), at a duly constituted meeting of the Board held on September 8, 2020, does hereby (i) approve and adopt the following resolutions and (ii) direct that these resolutions be recorded among the minutes of the proceedings of the School.

WHEREAS, in conjunction with Friends of Staten Island Hebrew Public, Inc. (“Friends Of”), the School has finalized lease terms and documentation to secure for the School a new (to-be-constructed) facility located at 829 Father Capodanno Blvd., Staten Island, NY (the “Premises”) to house its student body, anticipated to begin with the 2021-22 school year; and

WHEREAS, for strategic purposes, Friends Of will be the prime tenant under the lease (the "Lease"; attached hereto as Exhibit A) with the landlord (the "Landlord") of the Premises and will sublease the Premises to the School; and

WHEREAS, under the terms of the Lease, as a material inducement to Landlord to enter into the Lease, the Owner requires that the School guaranty the payment of rent and other expenses set forth in the Lease pursuant to a Guaranty of Lease (the "Guaranty"; attached hereto as Exhibit B); and

WHEREAS, the School desires to sublease the Premises from Friends Of pursuant to a sublease (the "Sublease") which incorporates by reference the Lease, establishes a rent that shall be affordable under the School's budget and which shall include the rent due under the Lease as well as other facilities operational costs (e.g. utilities, maintenance, service contracts, etc.), all as to be more fully set forth in the Sublease; and

WHEREAS, the School desires to issue a Guaranty to satisfy the Landlord's requirements; and

WHEREAS, the School wishes to approve the general terms of the Sublease as set forth above, commit to entering into the Sublease by April 1, 2021 and approve Guaranty which shall be executed promptly following the approval of these resolutions so that Friends of can enter into the Lease for the Premises;

NOW THEREFORE, BE IT RESOLVED, that after due deliberation and consideration, the Board believes securing the Premises to be in the best interest of the School and necessary and advisable and approves the general terms of the Sublease, commits to executing a Sublease containing such general terms on or before April 1, 2021 and approves the School executing the Guaranty so that Friends Of can execute the Lease; and

BE IT FURTHER RESOLVED, that the School is hereby authorized and directed to execute and deliver the Guaranty and such further agreements, assignments, pledges, instruments, consents and any other documents ancillary to Guaranty necessary, proper and/or advisable in the determination of any Proper Representative (as defined below) and the payments related thereto as set forth above;

BE IT FURTHER RESOLVED, that any Trustee or officer of the School or the Board's designee (each, a "Proper Representative"), be and hereby is authorized and directed,

jointly and severally, to execute and deliver the Guaranty and any other documents consistent with the transactions described above and such further agreements, assignments, pledges, instruments, consents, and documents ancillary to the Guaranty or necessary in the determination of any Proper Representative, in the name of and on behalf of the School, and to pay all such expenses and taxes as in their judgment shall be necessary, proper and advisable in order to fully carry out the intent and accomplish the purposes of the foregoing resolutions; and

BE IT FURTHER RESOLVED, that all actions heretofore taken by any Proper Representative, for and on behalf of the school in connection with the Guaranty including, but not limited to, the execution of the Guaranty shall be and hereby are ratified and approved, and that the authority given hereunder shall be retroactive and any and all acts hereunder performed prior to the passage of these resolutions are hereby ratified and approved.

Adopted: September 8, 2020

5. Adjournment

Leticia Remauro motioned to adjourn at 7:00 pm.

GUARANTY

THIS GUARANTY (this “Guaranty”), made as of the 8th day of September, 2020, by **STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL**, a New York not-for-profit education corporation, having an address at c/o Hebrew Public, 555 Eighth Avenue, Suite 1703, New York, New York 10018 (“Guarantor”), in favor of **ESL 1 PROPERTIES LLC**, a New York limited liability company (“Landlord”), having an address at 867 Father Capodanno Boulevard, Staten Island, New York 10305.

Guarantor, in order to induce Landlord to consent to that certain Lease, dated as of September 8, 2020 (the “Lease”), by and between Landlord and its related entity, **FRIENDS OF STATEN ISLAND HEBREW PUBLIC, INC.**, a New York not-for-profit corporation (“Tenant”), having its principal office at c/o Hebrew Public, 555 Eighth Avenue, Suite 1703, New York, New York 10018 for the Premises located at 829 Father Capodanno Boulevard, Staten Island, NY, and for other good and valuable consideration does hereby, subject to the limitations set forth below, absolutely, unconditionally and irrevocably guarantee to Landlord the full and prompt payment by Tenant of all amounts due and the full and prompt performance by Tenant of each of its obligations under the Lease as the same may be renewed, extended, amended or modified. Terms defined in the Lease and not otherwise defined herein shall have the same meaning where used herein as such terms have in the Lease.

This Guaranty shall be a continuing guaranty, and liability hereunder shall in no way be affected or diminished by any renewal, extension, amendment or modification of the Lease or any waiver of any of the provisions thereof (except to the extent agreed to by Landlord in such renewal, extension, amendment, modification or waiver). Guarantor hereby waives any notice of default under the Lease. Landlord may exercise its remedies under this Guaranty without first resorting to any security or any other remedies to enforce Tenant’s obligations under the Lease. Guarantor agrees to pay to Landlord any reasonable costs and expenses, including without limitation reasonable attorneys’ fees and expenses incurred in connection with the collection of any amount due under this Guaranty or the enforcement of this Guaranty. In addition, Guarantor waives (a) trial by jury in any action brought by Landlord arising under the terms of this Guaranty; (b) any defense based upon any legal disability or other defense of Tenant, any other guarantor or other person, or by reason of the cessation or limitation of the liability of Tenant from any cause other than full payment of all sums payable under or in respect of the Lease; (c) any defense based upon any lack of authority of the officers, directors, partners, members or agents acting or purporting to act on behalf of Tenant or any principal of Tenant or any defect in the formation of Tenant or any principal, partner or member in Tenant; (d) any and all rights and defenses arising out of an election of remedies by Landlord, even though that election of remedies might impair or destroy Guarantor’s right, if any, to subrogation, indemnity or reimbursement against Tenant; (e) any defense based upon Landlord’s failure to disclose to Guarantor any information concerning Tenant’s financial condition or any other circumstances bearing on Tenant’s ability to pay all sums payable under or in respect of the Lease; (f) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal; (g) any defense based upon Landlord’s election in any proceeding instituted under the Bankruptcy Code; (h) any right of subrogation, indemnity or reimbursement against Tenant, any right to enforce any remedy which Landlord may have against Tenant and any right to participate in, or

benefit from, any security for the Lease now or hereafter held by Landlord; (i) presentment, demand, protest, notice of dishonor and notice of limitations affecting the liability of Guarantor hereunder or the enforcement hereof or the liability of Tenant under the Lease or the enforcement thereof; and (k) any right or claim of right to cause a marshaling of Tenant's or Guarantor's assets. Guarantor further agrees that the payment of all sums payable under the Lease or in respect thereof or any other act which tolls any statute of limitations applicable to the Lease shall similarly operate to toll the statute of limitations applicable to Guarantor's liability hereunder. This Guaranty shall be binding upon and shall inure to the benefit of the successors and assigns of the Guarantor and Landlord.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant under any present or future federal or state law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The rejection or termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified, or limited in any manner whatsoever by any impairment, rejection, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the Bankruptcy Code or any other statute or decision of any court.

This Guaranty may not be changed, terminated, modified or waived orally, but only in writing signed by Landlord and the Guarantor with respect to whom such change, termination, modification or waiver is to be effective. If this Guaranty is signed by more than one person the obligations hereunder shall be joint and several. This Guaranty shall be effective as and against each Guarantor notwithstanding that any other Guarantor named herein has failed to execute this Guaranty. This Guaranty shall remain and continue in full force and effect notwithstanding, and the liability of Guarantor hereunder shall in no way be affected, modified, diminished or extinguished by reason of (x) any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship or other similar action or proceeding affecting Tenant whether or not notice of any of the foregoing is given to Guarantor or (y) any increase, decrease, amendment, extension, release, modification or change in the obligations of Tenant under the Lease, any assignment of or subletting under the Lease, or any waiver or forbearance by Landlord under the Lease or (z) any change in Guarantor's relationship to or interest in Tenant. No payment by Guarantor hereunder shall entitle Guarantor to be subrogated to any right of Landlord.

This Guaranty shall be deemed to have been made and fully performed in the State of New York, irrespective of the domicile or residence of Guarantor. The rights and liabilities of Landlord and Guarantor shall be determined in accordance with the laws of the State of New York. Guarantor hereby consents to the jurisdiction of the federal and state courts sitting in the County of Richmond, State of New York, in connection with any action or proceeding related to this Guaranty; and Guarantor agrees that the appropriate venue for any such action would lie in such courts. Guarantor consents to service of process upon it by registered or certified mail, return receipt requested, or by receipted overnight courier addressed to Guarantor at the

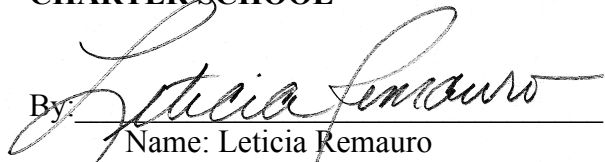
addresses set forth below, which service shall be effective upon the earlier of receipt or the first business day following the first attempt at delivery by the United States Postal Service or such courier.

Notwithstanding anything to the contrary, this is a Guaranty of payment of monetary obligations and not of performance of Tenant's other obligations under the Lease.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of September 8, 2020.

GUARANTOR:

**STATEN ISLAND HEBREW PUBLIC
CHARTER SCHOOL**

By: 
Name: Leticia Remauro
Title: Board Chair



September 8, 2020
Board Meeting via Zoom

Agenda

1. Call to Order
2. Public Comments
3. Adoption of September and July 2020 Agendas
4. Approval of June and July 2020 Minutes
5. Vote on a resolution to enter into a sublease with FOSIHP
6. Adjournment



Thursday, July 30 @ 6:30 pm
Board Meeting via Zoom

Agenda

1. Call to Order
2. Public Comments
3. Adoption of July 2020 Agenda
4. Approval of June 2020 Minutes
5. CEO Update
6. Adjournment



Board of Trustees Meeting via Zoom

July 30, 2020 @ 6:30 pm

Minutes

Trustees Present

Leticia Remauro
David Sorkin (prospective board member)
Noemi Zibuts
Ernest Paige

Others Present:

Jon Rosenberg, CEO, Hebrew Public

Lauren Murphy, External Relations Manager, Hebrew Public

1. Call to Order

Leticia Remauro opened the meeting at 6:33 pm and reminded everyone in attendance to use the “chat” feature for public comments or to email the board at info@hebrewpublic.org and the comments will be addressed within 48 hours.

2. Adoption of July 2020 Agenda

The agenda could not be adopted as a quorum wasn't present. The agenda will be adopted at the next board meeting where there is a quorum.

3. Approval of June 2020 Minutes

The minutes could not be approved as a quorum wasn't present. The minutes will be approved at the next board meeting where there is a quorum.

4. CEO Update

1. General SIHP Update

United Land Realty Inc, Father Capodanno Site:

- Special-Purpose Entity (Friends of Staten Island Hebrew Public)
 - Friends of Staten Island Hebrew Public is a legal entity that was created in order to enter into a lease with a landlord and sublet the facility to our school
 - Reduces financial risk for non-profit organizations
 - 501c3 with no staff, rent expenses only
 - \$200,000 will be paid upfront on behalf of the school, it will be applied towards prepaid rent for the first 2 years of the lease
 - The money would be recuperated in sublet rent that FOSI would charge SIHP

2. NYC & Philly Reopening Plan

- Currently planning for a hybrid reopening, limited class sizes, batching, improved ventilation, hygiene...etc
- All Hebrew Public schools are offering parents a remote-only option for children during the first quarter of school
- All plans contingent on NY State allowing us to reopen physically in September
- No word on busing from NYC
- Concerns over child care options
 - Hebrew Public is currently trying to provide school-aged childcare for staff and families

5. Adjournment

The meeting was adjourned at 6:53 pm.



**Board of Trustees Meeting
via Zoom**

June 18, 2020 @ 6:30 pm

Minutes

Trustees Present

Leticia Remauro
Angela Olsen Mirrizi
Shelley Jain
Yelena Sklyar
Ernest Paige
Noemi Zibuts

Others Present:

Lauren Murphy, Hebrew Public
Jon Rosenberg, Hebrew Public
Cliff Schneider, Legal Counsel

1. Call to Order

Noemi Zibuts opened the meeting at 6:38 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Angela Olsen Mirrizi made a motion to adopt the June 2020 agenda. Noemi Zibuts seconded and the motion carried unanimously.

3. Approval of Minutes

Noemi Zibuts made a motion to approve the April 2020 minutes. Shelley Jain seconded and the motion carried unanimously.

4. Facilities Update

- Timeline for construction has changed since SIHP has requested a third planning year
- Covid-19 has impacted funding for the year ahead
- Supplies for construction (steel) gather many materials from China
- We may not need to focus on two buildings- the first building has enough classrooms for K-5, will have a cafeteria, MPR, outdoor play space, but no gym

5. Approval of Board Meeting Dates for 2020-21

Yelena Sklyar made a motion to approve the Board Meeting Dates for 2020-21. Noemi Zibuts seconded and the motion carried unanimously.

6. Board Member Renewals through 2023

- Shelley Jain
- Yelena Sklyar
- Angela Olsen Mirrizi

Noemi Zibuts made a motion to approve the term renewals of the individuals listed above. Shelley Jain seconded and the motion carried unanimously.

7. Board Officer Nominations & Vote on Approval

- Leticia Remauro, Chair
- Shelley Jain, Vice Chair
- Yelena Sklyar, Treasurer

Angela Olsen Mirrizi made a motion to approve the board nominations of the individuals listed above for the next year. Noemi Zibuts seconded and the motion carried unanimously.

9. Public Comments

None.

10. Adjournment

Leticia Remauro made a motion to end the meeting at 7:14 pm, Ernest Paige seconded and the motion carried unanimously.



Thursday, June 18th 6:30 pm
Board Meeting via Zoom
<https://zoom.us/j/189596502>

Agenda

1. Call to Order
2. Adoption of June 2020 Agenda
3. Approval of April 2020 Minutes
4. Facilities Update
5. Approval of Board Meeting Dates for 2020-21
6. Board Member Renewals through 2023
 - a. Shelley Jain
 - b. Yelena Sklyar
 - c. Angela Mirizzi-Olsen
7. Board Officer Nominations & Vote on Approval
 - a. Leticia Remauro, Chair
 - b. Shelley Jain, Vice Chair
 - c. Yelena Sklyar, Treasurer
8. Public Comments
9. Adjournment



Board Meeting Dates for 2020-21

Thursday, July 30, 2020

Thursday, August 27, 2020

Thursday, September 24, 2020

Thursday, October 22, 2020

Thursday, November 19, 2020

Thursday, December 17, 2020

Thursday, January 21, 2021

Thursday, February 25, 2021

Thursday, March 18, 2021

Thursday, April 22, 2021

Thursday, May 27, 2021



Board of Trustees Meeting

April 30, 2020
6:30 pm

Minutes

Trustees Present

Leticia Remauro *
Angela Mirizzi-Olsen *
Shelley Jain *
David Sorkin* (prospective board member)
Ernest Paige*
Noemi Zibuts*

* Denotes by video conference

Others Present:

Lauren Murphy, Hebrew Public *

Jon Rosenberg, Hebrew Public *

Valerie Khaytina, Hebrew Public *

1. Call to Order

Leticia Remauro opened the meeting at 6:31 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Leticia Remauro made a motion to adopt the April 2020 agenda. Angela Mirizzi-Olsen seconded and the motion carried unanimously.

3. Approval of Minutes

Ernest Paige made a motion to approve the March 2020 minutes. Shelley Jain seconded and the motion carried unanimously.

4. Additional School Year Deferral

Angela Mirizzi-Olsen made a motion to request another planning year, Ernest Paige seconded and the motion carried unanimously.

- Fall 2022
- Board Meetings, rotation schedule

5. Public Comments

None.

6. Adjournment

Leticia Remauro made a motion to end the meeting at 6:55 pm, Angela Mirizzi-Olsen seconded and the motion carried unanimously.



Thursday, April 30th, 6:30 pm

Board Meeting via Zoom
<https://zoom.us/j/950935298>

Agenda

1. Call to Order
2. Adoption of April 2020 Agenda
3. Approval of March 2020 Minutes
4. Additional School Year Deferral
5. Public Comments
6. Adjournment



Board of Trustees Meeting

March 19, 2020

6:30 pm

Minutes

Trustees Present

Leticia Remauro *
Angela Mirizzi-Olsen *
Yelena Sklyar *
Shelley Jain *
David Sorkin* (prospective board member)
Ernest Paige*
Noemi Zibuts*

* Denotes by video conference

Others Present:

Lauren Murphy, Hebrew Public *

Jon Rosenberg, Hebrew Public *

Kim Kassnove, Hebrew Public *

Elly Rosenthal, Hebrew Public *

1. Call to Order

Leticia Remauro opened the meeting at 6:30 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Leticia Remauro made a motion to adopt the March 2020 agenda. Yelena Sklyar seconded and the motion carried unanimously.

3. Approval of Minutes

Leticia Remauro made a motion to approve the February 2020 minutes. Shelley Jain seconded and the motion carried unanimously.

4. Discussion of COVID19

- Jon lead discussion on what Hebrew Public is doing to help all the schools and staff members
- Tele-counseling for Special Needs kids
- Running Lottery (little known information regarding legal)
- How do you assess children if tests don't happen?
- 180-day instruction for schools? Still being thought-out
- Online Instruction- no platforms for live learning and no way our kids can join all-day

5. Public Comments

None.

6. Adjournment

Leticia Remauro made a motion to end the meeting at 6:54 pm, Angela Mirizzi-Olsen seconded and the motion carried unanimously.



Board Meeting

Thursday, March 19th

6:30 pm

Agenda

1. Call to Order and Reminder to Sign Up for Public Comments
2. Adoption of March 2020 Agenda
3. Approval of February 2020 Minutes
4. Discuss the implications of COVID-19
5. Public Comments
6. Adjournment



Board of Trustees Meeting

February 20, 2020
6 pm

Minutes

Trustees Present

Leticia Remauro *
Angela Mirizzi-Olsen *
Yelena Sklyar *
Shelley Jain *

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:10pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Leticia Remauro made a motion to adopt the December 2019, January 2020, and February 2020 agendas. Angela Mirizzi-Olsen seconded and the motion carried unanimously.

3. Approval of Minutes

Leticia Remauro made a motion to approve the November 2019, December 2019, and January 2020 minutes. Shelley Jain seconded and the motion carried unanimously.

4. Vote on David Sorkin's nomination for the Board

Leticia Remauro made a motion to approve David's nomination for the board and Yelena Sklyar seconded and the motion carried unanimously.

5. Public Comments

None.

6. Adjournment

Leticia Remauro closed the meeting at 6:30 pm.



Board Meeting

Thursday, February 20th
6 pm

Agenda

1. Call to Order and Reminder to Sign Up for Public Comments
2. Adoption of December 2019, January 2020, and February 2020 Agendas
3. Approval of November 2019, December 2019 and January 2020

Minutes

4. Formal Vote on David Sorkin's nomination for the Board
5. Public Comments
6. Adjournment



Board of Trustees Meeting

January 23, 2020
6 pm

555 8th Avenue
Suite 1703
New York, NY 10018

Minutes

Trustees Present

Leticia Remauro*
Angela Mirizzi-Olsen *
Noemi Zibuts*

Also, Present:

Lauren Murphy, Hebrew Public*

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:10pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

The agenda could not be adopted as there was no quorum. The agenda will be adopted at the next meeting where there is a quorum present.

3. Approval of Minutes

The minutes could not be approved as there was no quorum. The minutes will be approved at the next meeting where there is a quorum present.

4. Vote on David Sorkin's nomination for the Board

The vote could not be taken as there was no quorum.

5. Public Comments

None.

6. Adjournment

Leticia Remauro closed the meeting at 6:17 pm.



Board of Trustees Meeting

December 19, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Angela Mirizzi-Olsen ^{i*}
Noemi Zibuts*

* Denotes by video conference

1. Call to Order

Mark Fink opened the meeting at 6:09pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

The agenda could not be adopted as there was no quorum. The agenda will be adopted at the next meeting where there is a quorum present.

3. Approval of Minutes

The minutes could not be approved as there was no quorum. The minutes will be approved at the next meeting where there is a quorum present.

4. Facilities Update

Mark Fink updated the board on the facilities. The real estate committee in conjunction with Hebrew Public is continuing to work a deal for the facility in midland beach but would also look at another potential space at St. Mary's.

5. Public Comments

None.

6. Adjournment

Mark Fink closed the meeting at 6:19 pm.



Board of Trustees Meeting

November 21, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Shelley Jain*
Mark Fink
Angela Mirizzi-Olsen*
Ernest Paige*
Noemi Zibuts*

* Denotes by video conference

1. Call to Order

Shelley Jain opened the meeting at 6:07pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Shelley Jain made a motion to adopt the November 2019 agenda. Ernest Paige seconded and the motion carried unanimously.

3. Approval of Minutes

Shelley Jain made a motion to adopt the October 2019 minutes. Mark Fink seconded and the motion carried unanimously.

4. Head of School Search Update

Mark Fink updated the board on the search for the Head of School.. The search being conducted by the talent department at Hebrew Public thus far has yielded 4 highly qualified candidates. Of the 4, two will be invited to in person interviews and two others have just recently submitted their essays for review. There are an additional 5 candidates who are in the process of being interviewed by phone. Board members should be on the lookout for emails from the talent department which will ask them to come in and participate in the next stage of interviews for finalists. The next head of school update will take place at the December board meeting

5. Public Comments

None.

6. Adjournment

Shelley Jain made a motion to adjourn. Noemi Zibuts seconded and the motion carried unanimously. The meeting adjourned at 6:19 pm.



Board Meeting

Thursday, January 23rd

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of December 2019 & January 2020 Agenda**
- 3. Approval of November 2019 & December 2019 Minutes**
- 4. Vote on David Sorkin's nomination for the Board**
- 5. Public Comments**
- 6. Adjournment**



Board Meeting

Thursday, December 19th

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of December 2019 Agenda**
- 3. Approval of November 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board Meeting

Thursday, November 21 2019

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of November 2019 Agenda**
- 3. Approval of October 2019 Minutes**
- 4. HOS Update**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

October 17, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

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

Jon Rosenberg, Hebrew Public
Kim Kassnove, Hebrew Public*
Elly Rosenthal, Hebrew Public*

* Denotes by video conference

I. Call to Order

Leticia Remauro opened the meeting at 6:04pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Leticia Remauro made a motion to adopt the October 2019 agenda. Angela Mirrizi Olsen seconded and the motion carried unanimously.

3. Approval of Minutes

Noemi Zibuts made a motion to adopt the September 2019 minutes. Ernest Paige seconded and the motion carried unanimously.

4. Facilities/Construction Update

Jon Rosenberg updated the board on the search for a space for a facility. Potential permanent and incubation spaces were discussed largely in the Midland Beach area. Potential benefits to opening a school such as proximity to mass transit, good parking and nearby PK programs were noted. The board discussed the potential sites, lease terms and student recruitment efforts that would be needed in opening in this area.

5. Head of School Search Update

Kim Kassnove updated the board on the search for the Head of School. The search is limited to those having led a school or served right under a Head of School. The search thus far has yielded 16 resumes, 11 of which proceeded to the next round. 7 of 11 those have already had phone interviews. Kim welcomed any recommendations from board members and promised that updates on the process would be forthcoming in the coming months.

6. Public Comments

None.

7. Adjournment

Leticia Remauro made a motion to adjourn. Mark Fink seconded and the motion carried unanimously. The meeting adjourned at 6:28 pm.



Board of Trustees Meeting

September 26, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Leticia Remauro*
Mark Fink
Angela Mirizzi-Olsen*
Ernest Paige*

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:08pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Mark Fink made a motion to adopt the July, August and September 2019 agendas respectively. Ernest Paige seconded and the motion carried unanimously.

3. Approval of Minutes

Mark Fink made a motion to adopt the June, July and August 2019 minutes, respectively. Angela Mirizzi-Olsen seconded and the motion carried unanimously.

4. Facilities/Construction Update

Leticia Remauro updated the board on the search for a space for a facility. Potential permanent and incubation spaces were discussed.

5. Public Comments

None.

6. Adjournment

Leticia Remauro made a motion to adjourn. Ernest Paige seconded and the motion carried unanimously. The meeting adjourned at 6:31 pm.



Board Meeting

Thursday, October 17th

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of October 2019 Agenda**
- 3. Approval of September 2019 Minutes**
- 4. Facilities Update**
- 5. HOS Update**
- 6. Public Comments**
- 7. Adjournment**



Board Meeting

Thursday, September 26

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of July, August and September 2019 Agenda(s)**
- 3. Approval of June, July and August 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board Meeting

Thursday, August 22nd

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of July and August 2019 Agenda(s)**
- 3. Approval of July and August 2019 Minutes**
- 4. Public Comments**
- 5. Adjournment**



Board Meeting

Thursday, July 18th

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of July 2019 Agenda**
- 3. Approval of June 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

August 22, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Leticia Remauro*
Mark Fink
Noemi Zibuts*
Shelley Jain*

Also Present:

Elly Rosenthal, Hebrew Public*

Jon Rosenberg, Hebrew Public*

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:10pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

The agenda could not be adopted, as quorum wasn't present. The agenda will be adopted at the next meeting where there is a quorum.

3. Approval of Minutes

The minutes could not be approved as quorum wasn't present. The minutes will be approved at the next meeting where there is a quorum.

4. Facilities/Construction Update

Jon Rosenberg updated the board on the search for a space for a facility.

5. Public Comments

None.

6. Adjournment

Leticia Remauro closed the meeting at 6:26 pm.



Board of Trustees Meeting

July 18, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Noemi Zibuts*
Shelley Jain*
Mark Fink

Also Present:

Elly Rosenthal, Hebrew Public*

* Denotes by video conference

1. Call to Order

Shelley Jain opened the meeting at 6:11 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

The agenda could not be adopted, as quorum wasn't present. The agenda will be adopted at the next meeting where there is a quorum.

3. Approval of Minutes

The minutes could not be approved as quorum wasn't present. The minutes will be approved at the next meeting where there is a quorum.

4. Facilities/Construction Update

Mark Fink updated the board on the search for a space for a facility.

5. Public Comments

None.

6. Adjournment

Shelley Jain closed the meeting at 6:23 pm.



Annual Board of Trustees Meeting

June 27, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Leticia Remauro*
Yelena Sklyar*
Noemi Zibuts*
Shelley Jain*
Angela Mirrizi-Olsen*
Mark Fink

Also Present:

Elly Rosenthal, Hebrew Public*

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:04 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda(s)

Leticia Remauro made a motion to adopt the May and June 2019 agendas, respectively. Mark Fink seconded and the motion carried unanimously.

3. Approval of Minutes

Leticia Remauro made a motion to adopt the April and May 2019 minutes, respectively. Angela Mirrizi-Olsen seconded and the motion carried unanimously.

4. Facilities/Construction Update

Leticia Remauro and Elly Rosenthal, CFO of Hebrew Public updated the board on the search for a space for a facility. The board discussed several options for potential incubation and permanent spaces.

5. Action Items

Following a discussion, Leticia Remauro made a motion to to approve the following consent agenda items:

- a. Approval of 2019-2020 Board Calendar
- b. Adoption of School Wellness Policy
- c. Adoption of School Health and Safety Plan
- d. Adoption of Staff Complaint and Grievance Policy
- e. Approval of the Executive and Nominating Committee's Recommended Renewed Board Terms for Noemi Zibuts and Mark Fink ending June 30, 2022
- f. Election of the Executive and Nominating Committee's Recommended 2019-2020 Board Officer Slate:
 - i. Leticia Remauro, Chair
 - ii. Shelley Jain, Vice-Chair
 - iii. Yelena Sklyar, Treasurer
 - iv. Mark Fink, Secretary
 - v.

Noemi Zibuts and Mark Fink recused themselves from the vote on their renewed board terms, and Leticia Remauro, Shelley Jain, Yelena Sklyar and Mark Fink recused themselves from the vote on the board slate.

Angela Mirizzi-Olsen seconded the motion and the consent agenda was approved unanimously excepting the aforementioned recusals.

6. Public Comments

None.

7. Adjournment

Leticia Remauro closed the meeting at 6:52 pm.



Staff Complaint and Grievance Policy

This policy serves to direct staff as to the process for filing a complaint or grievance, in the event of a perceived or actual misconduct, harassment or any work related grievance. The policy is not limited to illegal or illicit behavior, rather it instructs staff in how to address a situation where they are uncomfortable or need assistance.

SIHP will not tolerate any harassment, misconduct or discrimination based on race, color, creed, sex, gender, sexual orientation, national origin, age, disability (including HIV status and AIDS), marital status, military status, predisposing genetic characteristics, or any other characteristic protected by local, state, or federal law, or such actions as opposing discrimination or participating in any complaint process at the EEOC or other human rights agencies. Such harassment does not belong in our workplace or in any work-related setting outside the workplace. The same prohibition applies in relationships to students, parents or guardians, visitors and guests.

a. Directions for Dealing with a Situation When Assistance is Needed

Where appropriate and where the employee feels comfortable doing so, the employee should make a good faith effort to work with the adversarial party/parties to the dispute to resolve the conflict. This effort will consist of problem identification, possible solutions, selection of resolution, process for implementation of resolution, and scheduling a follow-up.

Any SIHP employee who feels they are being mistreated or feels they are unable to effectively handle a situation with another staff member, parent or student is encouraged to speak with their direct supervisor. Any such conversation will remain confidential. If the employee feels they are being mistreated by or that they are not getting sufficient assistance from their supervisor the employee should submit the grievance in writing to the Head of School. Unless an investigation is warranted, all matters will remain confidential. Should the situation require further assistance, the matter will be referred to Hebrew Public staff's Chief Schools Officer if the complaint is an instructional issue or Director of School Operations, NY Region for resolution. If this matter is unresolvable at that level, it will be brought to the board secretary, who will bring the matter to the attention of the full board for a speedy resolution.

b. Informal Complaint Procedure for Misconduct, Offensive Behavior and Harassment

SIHP encourages, but does not require, individuals who believe they are being or have been subject to any type of offensive behavior based on their identity or status to promptly notify the offender that his or her behavior is unwelcome. If for any reason an individual does not wish to confront the offender directly, or if such a confrontation does not successfully end the objectionable behavior, the individual should notify the Head of School or the Head of School's designee, who may, if the individual so requests, speak to the alleged perpetrator on the individual's behalf. An individual reporting sexual or other type of physical, emotional or mental misconduct should be aware; however, that SIHP Leadership may deem it necessary to

take action to address the alleged behavior beyond an informal discussion. The decision will be discussed with that individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

c. Formal Complaint Procedure for Misconduct, Offensive Behavior and Harassment

SIHP has worked with the Board of Trustees to develop this Formal Complaint Procedure. The Board of Trustees consists of eight (8) members as of Spring 2019.

i. Complaint Procedure and Investigation

As noted above, if an employee believes that any School employee, student, vendor, client, or other School contact has victimized him or her, the employee should immediately report the incident in writing to the Head of School. If the Head of School is involved in the reported conduct, or for some reason the employee feels uncomfortable about making a report to the Head of School, the employee should report directly to Hebrew Public's chief of Schools. If the matter is not resolved at that level, the following is the process of submitting the complaint to the board:

- The staff member must put the concern in writing and give it to the Head of School or to another member of the Board of Trustees, who will forward it to the Committee responsible for reviewing or the full Board, as determined by Board policy
- The Board will send a written acknowledgement of receipt of complaint within 5 business days of receiving such complaint.
- The Board will investigate or cause a delegate to investigate the concern and respond to the employee, which shall be completed as swiftly as possible and unless extenuating circumstances exist, within thirty (30) business days of the Board's receipt of the complaint.
- The results of the investigation will be reviewed by the Board at its next regularly- scheduled Board meeting.
- The Board will respond in writing with a decision regarding any written complaint they receive within 30 business days from receipt of complaint.

ii. Timeliness in Reporting Misconduct

SIHP encourages the prompt reporting of any potential violations of this policy, so that it can take appropriate steps to maintain a workplace free of misconduct, and to ensure that its procedures are effective in promoting this goal. While no fixed reporting period has been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of sexual or other forms of behavior.

Investigation and Protection Against Retaliation

SIHP will investigate any such report of misconduct. The investigation may include individual interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge.

All employees have a duty to cooperate in SIHP's investigation of alleged harassment. Failure to cooperate or deliberately providing false information during an investigation shall be grounds for disciplinary action, up to and including termination of employment.

SIHP will not retaliate, nor will it tolerate retaliation, against employees who complain in good faith about objectionable behavior in SIHP environment. Retaliation against an individual for reporting an offense or assisting in providing information relevant to a claim of misconduct is a serious violation of this policy and will be treated with the same strict discipline, as would the misconduct itself. Acts of retaliation should be reported immediately and will be promptly investigated. SIHP is prepared to take appropriate steps to protect individuals who fear that they may be subjected to retaliation.

iii. Confidentiality

Confidentiality will be maintained to the extent practical and appropriate under the circumstances. SIHP will maintain confidential records of all complaints and how each was investigated and resolved.

iv. Responsive Action

SIHP will take whatever corrective action is deemed necessary, including disciplining any individual who is believed to have violated these prohibitions. Responsive action may include, for example, mandatory training or referral to counseling and disciplinary action such as warnings, reprimands, withholding of a promotion or pay increase, reassignment of the offender, temporary suspension without pay, termination of employment, or other measures such that SIHP believes will be effective in ending the misconduct and correcting the effects of the offense

v. False and Malicious Accusations

False and/or malicious accusations of misconduct, as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action, up to and including termination of employment.

Summary of Responsibilities

Employees (this includes all employees of SIHP):

- a) Will refrain from all conduct which might be considered discriminatory or offensive
- b) Will report complaints to a supervisor or the Head of School, who will treat such information with sensitivity due to its confidential nature.
- c) Will cooperate reasonably in any investigation conducted by SIHP or its agent.
- d) Will maintain a workplace free of discrimination, harassment, and intimidation.
- e) Will inform employees of SIHP's policy prohibiting discrimination and misconduct and of their right to bring complaints of this nature, confidentially, to the Head of School.

- f) Will be sensitive to the confidential nature of these matters and to the privacy of all parties involved in such complaints.
- g) Will not retaliate against any employee for bringing a good faith complaint.

Administration (this includes SIHP Leader(s))

- h) Will educate and train employees at each level.
- i) Will ensure that all supervisors and employees are apprised of SIHP's policy against offensive misconduct and of their responsibilities hereunder.
- j) Will meet with employees during orientation upon their hire to review the policy and the types of conduct prohibited.
- k) Will assist supervisors in their investigation of complaints, including but not limited to the training of all investigators in proper investigative procedures and safeguards.
- l) When complaints are lodged directly with the Administration, it shall investigate them promptly and report its findings to the appropriate supervisor or level of management with recommendations concerning corrective action, where appropriate.
- m) Will ensure its accessibility and receptivity to anyone when and if the complaint concerns a school leader.
- n) Will act accordingly should it deem said school leader guilty of any such prohibited conduct.



STATEN ISLAND
Hebrew Public
CHARTER SCHOOL

2019-2020 Board Calendar
All meetings begin at 6 pm

Thursday, July 18 th
Thursday, August 22 nd
Thursday, September 26 th
Thursday, October 17 th
Thursday, November 21 st
Thursday, December 19 th
2020
Thursday, January 23 rd
Thursday, February 20 th
Thursday, March 19 th
Thursday, April 30 th
Thursday, May 14 th
Thursday, June 18 th



School Wellness Policy

School Nurse

The school nurse is on post from 8:30 a.m. – 3:30 p.m. daily. If a student is injured, the faculty member in charge must bring him or her to the school nurse. In a medical emergency in school, the School Nurse should be notified immediately. Only the school nurse may determine if a child must go home for medical reasons. In the event that a school nurse is not present, the school must receive permission from a child's parent or legal guardian to allow the child to go home for medical reasons.

Medication Administration

Except as expressly permitted by the School, School employees, including faculty, are not to administer medication of any kind (**including but not limited to Tylenol/Advil and cough medicine**) to students. Only registered nurses and doctors who have proper authorization are permitted to do so, except in the event of a true emergency. **Students may not have prescription or non-prescription medication in their possession without the express written consent of the school nurse.** In the absence of a school nurse, only a Head of School, Director, teacher, coach, physical therapist, or occupational therapist, who is authorized and has received training in safely administering medications from a school nurse or licensed physician, may administer oral, topical, inhalant, or injectable medications. No medication (prescription or non-prescription), will be administered to any student without the written order of an authorized personnel such as but not limited to a licensed physician, licensed dentist, advanced practice registered nurse or physician assistant, and the written authorization of a parent or guardian. The administration of medications as prescribed shall be recorded on an Individual Student Medication Form. As each form is completed, the school nurse will file it in the student's cumulative health record.

CPR and Defibrillation

The School has access to an Automatic External Defibrillators ("AED") for emergency purposes. An AED is a portable, lightweight, automatic external defibrillator that is used to shock the heart of a person who is undergoing sudden cardiac arrest. The use of this piece of equipment requires training and is an essential part of administering emergency first aid immediately to a heart attack victim. The AED enables a trained individual to provide potentially lifesaving assistance in an emergency.

Food

SIHP serves two meals daily and a snack. Parents are required to complete a Family School Meals Application. Lunch forms are a way for the school to claim Federal and State reimbursements for meals served and a basis for claiming other school funding sources. The lunch program is a month to month program. Parents will pay monthly based on the meals their child has eaten for said month. If parents choose not to participate in the lunch program they will need to send lunch from home with their child. If you have any questions, please contact the main office.

SIHP will conduct a student meals survey twice a year as a means to get students' input on what they like and dislike. In this way, the SIHP administration and food vendor may coordinate a nutritious balanced diet that students will eat and thereafter be well nourished and ready to engage in learning activities.

Due to the frequency of persons with allergies to nuts, peanut butter or any peanut based products are **NOT** permitted in SIHP. We ask that parents who send their children with breakfast, lunch or snack cooperate with us in implementing this policy. We need your collaboration and we appreciate your consideration in this matter.

SIHP does not allow students to share any food items during breakfast, lunch or snack.

In the best interest of your child's nutrition we ask that you do not send candy or soda to school. Additionally, any beverage in a glass bottle will be confiscated. We ask that parents who send their children with breakfast, lunch, or snack cooperate with us in implementing this policy. We need your collaboration and we appreciate your consideration in this matter.

Meals will conform with all nutritional requirements.

Physical Activity

Consistent with research on the positive impact of physical activity, SIHP students will have scheduled recess daily and gym class twice weekly.



SIHP SHP3- School Health Plan

In order to avoid the spread of communicable diseases, prepare for emergencies, protect students, and proactively diagnose common ailments, SIHP (SIHP) has adopted the following policies, which comply with NYS, NYC, HIPAA, and FERPA laws.

School Nurse and Provision of Required Health Services

The School Nurse is a direct employee of SIHP. The nurse is on post from 8am to 3:30pm daily. If a student is injured, the faculty member in charge will bring him or her to the School Nurse.

- If a student is not feeling well, they will be sent to the Nurse's Office
- The Nurse will take the student's temperature and ask their symptoms.
 - If the student has a fever a phone call to the parent will be made and the parent will be asked to pick up the student.
 - If the student is vomiting a phone call to the parent will be made and the parent will be asked to pick up the student.
 - If the student is complaining of a headache or a stomach, they will be given a snack and a few minutes to rest and then they will be sent back to their class. A phone call to the parent will be made to inform the parent of the incident.

In a medical emergency in school, the School Nurse will be notified immediately. The School Nurse may determine if a child must go home for medical reasons. In the event that the School Nurse is not present, the School must receive permission from a child's parent or legal guardian to allow the child to go home for medical reasons.

The School Nurse will request health records from each student in addition to the immunization information requested at registration. The Nurse will maintain health records for each student enrolled at SIHP.

NYS School Survey and Health Screenings

SIHP's health form is identical to the NYC DOH-DOE form, and includes questions around the student's height, weight, body mass index, vision, and hearing, as well as scoliosis risk symptoms. This information shall enable timely, accurate, and lawful reporting on the NYS DOH survey.

SIHP will work with DOH to ensure compliance with all mandated screenings.

Medication Administration

Students are not permitted to self-medicate, and Hebrew Public charter schools do not issue any form of medication to students, including over-the-counter drugs such as aspirin or Tylenol, except at the direction of a doctor.

The School Nurse must administer all medication and only when the following requirements are met:

- The school has received written authorization from the parent or legal guardian for each medication in the form of a complete and signed Parental Request for Administration of Prescribed Medication form (available in the school office).
- The school has received a doctor's written permission to administer prescribed medication. (For prescription medication, the pharmacy label serves as the doctor's permission.)
- The medication label states all of the following: the student's name, directions for use, the name of the drug, the physician's name, the prescribed dosage, and the expiration date.
- Medication is stored in its original container in a locked cabinet in the Nurse's office with the corresponding signed Parental Request for Administration of Prescribed Medication form.

CPR and Defibrillation

The School has access to an Automatic External Defibrillators ("AED") for emergency purposes. An AED is a portable, lightweight, automatic external defibrillator that is used to shock the heart of a person who is undergoing sudden cardiac arrest. The use of this piece of equipment requires training and is an essential part of administering emergency first aid immediately to a heart attack victim. The AED enables a trained individual to provide potentially lifesaving assistance in an emergency. Since sudden cardiac arrest can strike anyone at any time, it is vital to know what to do and who to call to perform CPR and defibrillation.

In addition to the nurse, four operations team members and three leaders are certified in CPR, AED, and Epi-pen administration. These staff members attended training on August 16, 2017 and are equipped to respond to any emergency in the building. The AED machine is accessible by all staff members in the building.

Immunization Requirements

Hebrew Public charter schools comply with state laws governing students' health, immunization, and health records. The law requires that a student's immunization records are obtained **before permitting him or her to attend school**, and that these records are updated every year.

Immunization records and exemptions will be filed in accordance with NYS law, FERPA, and HIPAA. They will be stored in a locked cabinet, with separate folders for each grade.

Illness and Exclusion Policy

If a student shows any symptoms of illness, such as a high temperature, nausea, diarrhea, sore throat, or rashes, he or she should not come to school until the seriousness of the condition has been determined or the symptoms have disappeared. Such precaution hastens the student's recovery and helps reduce the spread of infections at school.

The school removes any student who shows such symptoms from the regular program, and contacts the parent or guardian to make arrangements for the student to be picked-up as soon as possible. If the parent or guardian cannot be reached, the school would call the person(s) designated as the emergency contact(s). It is essential that parents list people as emergency contacts who are able to pick-up your student if we cannot reach you. It is also critically important that we have accurate phone numbers of parents and guardians and all secondary contacts. **An ill or injured student must be picked up within one hour of our call.**

If a student's condition warrants immediate medical attention, the school will contact the student's healthcare provider or our local emergency resource.

We will not permit any child to attend our school, in excess of fourteen days, without the certificate or some other acceptable evidence of the child's immunization against poliomyelitis, mumps, measles, diphtheria, rubella, varicella, hepatitis B, pertussis, tetanus and where applicable Haemophilus influenza type b (Hib), meningococcal disease and pneumococcal diseases; provided, however, such fourteen day period may be extended to not more than thirty days for an individual student by the appropriate principal where such student is transferring from out-of-state or from another country and can show a good faith effort to get the necessary certification or other evidence of immunization.

Students not in compliance with the required immunization may be labeled excludable. If multiple attempts to urge parents of students who have not received all immunizations and have not submitted a valid exemption prove unsuccessful, parents will receive form SH-88 notifying them that their student will not be able to return to School until they are able to provide documentation that the student has received outstanding vaccines or has a valid exemption.

Communicable Diseases

The parent or guardian must notify the school immediately if a student has contracted a communicable disease (i.e., strep throat, or pink eye) so the school may take action to protect other students by notifying families of those potentially at risk. If more than one case of a communicable disease occurs in a single homeroom, the school would contact our consultant from the local health department to seek advice and ensure that appropriate actions are taken. In the event of an epidemic, special precautions or exclusion policies may be necessary. Contact your doctor about when it is appropriate to return to school if your student has a communicable disease. The doctor's note returning the student to school should identify when the student is allowed to come back.

If a child was absent due to illness and cared for by a physician during the period of **any** absence, a note from the physician is required upon return to school. Medical absences will only be excused with a doctor's note. Moreover, if a student is absent three or more days it is required that a physician's note be provided. We do ask that all parents schedule doctor

appointments after school, on weekends or during school vacations. In the event that a medical condition significantly impacts a student's attendance, parents should contact the Academic Dean of Instruction.

Reporting Suspected Child Abuse or Neglect

If any employee of the school has reasonable cause to suspect on the basis of his/her professional or other training and experience that a student enrolled at the school is being abused and/or neglected, the employee is required by law to call and file an oral report with the Administration for Children's Services (ACS). The School will inform families if a report has been made. The School will not share information about a family's involvement with ACS except where required to do so by law.

Emergency Contacts

Parents or guardians of all students are required to complete an emergency form that contains a medical release statement giving the school permission to seek medical attention for the student in case of an emergency. This information is kept with the School receptionist, the school nurse, and the homeroom teacher. In the event of an emergency, the School uses a "one-call" system to notify families of any emergencies via phone or text. It is essential that parents or guardians notify the school immediately if their addresses or phone numbers change.

Accidents

The School notifies parents or guardians immediately of any accidents involving more than minor bruises or scrapes. Such accidents are recorded in an accident report form and filed in the school office for future reference. For minor injuries, a certified staff member administers first aid on site as appropriate. If it appears the accident is more serious, first aid would be administered immediately; and a school official would contact the student's parent, guardian, or designated emergency contact to pick-up the student for medical care. In cases where the parents or guardians or the designated emergency persons cannot be reached and immediate medical attention is needed, a school official would call 911 for treatment and/or transportation to a hospital. A staff person would accompany the student and stay until the parent or guardian arrives. In some emergency situations, the staff may contact 911 before calling the parent or guardian.



**Annual Board Meeting
Thursday, June 27th
6 pm
Agenda**

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of May and June 2019 Agenda(s)**
- 3. Approval of April and May 2019 Minutes**
- 4. Construction Update**
- 5. Action Item(s):**
 - a. Approval of 2019-2020 Board Calendar**
 - b. Adoption of School Wellness Policy**
 - c. Adoption of School Health and Safety Plan**
 - d. Adoption of Staff Complaint and Grievance Policy**
 - e. Approval of Recommended Renewed Board Terms for Noemi Zibuts and Mark Fink**
 - f. Election of Recommended 2019-2020 Board Officer Slate:**
 - i. Leticia Remauro, Chair**
 - ii. Shelley Jain, Vice-Chair**
 - iii. Yelena Sklyar, Treasurer**
 - iv. Mark Fink, Secretary**
- 6. Public Comments**
- 7. Adjournment**



Board of Trustees Meeting

May 23, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Leticia Remauro*
Noemi Zibuts*

Also Present:

Elly Rosenthal, Hebrew Public

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:07 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

The agenda could not be adopted as quorum was not present. The agenda will be adopted at the next meeting where there is a quorum.

3. Approval of Minutes

The minutes could not be approved as quorum was not present. The minutes will be approved at the next meeting where there is a quorum.

4. Public Comments

None.

5. Facilities Update

Leticia Remauro and Elly Rosenthal, CFO of Hebrew Public updated the board on the search for a facility for the school and answered questions.

6. Adjournment

Leticia Remauro closed the meeting at 6:19 pm.



Thursday, May 23, 2019

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of May 2019 Agenda**
- 3. Approval of April 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

April 25, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Shelley Jain*
Angels Mirizzi-Olsen*
Leticia Remauro*
Yelena Sklyar

Also Present:

Elly Rosenthal, Hebrew Public*

Margot Dirks, DBI*

Ricky Guatier, DBI*

* Denotes by video conference

1. Call to Order

Leticia Remauro opened the meeting at 6:04 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

Mark Fink made a motion to adopt the March and April 2019 agendas, respectively. Leticia Remauro seconded and the motion carried unanimously.

3. Approval of Minutes

Mark Fink made a motion to adopt the February and March 2019 minutes, respectively. Leticia Angela Mirizzi-Olsen seconded and the motion carried unanimously.

4. Public Comments

None.

5. Facilities Update

Margot Dirks and Ricky Gautier of DBI and Elly Rosenthal, CFO of Hebrew Public updated the board on the search for an incubation facility for the school and answered questions.

6. Adjournment

Leticia Remauro closed the meeting at 6:23 pm.



April 25, 2019

6 pm

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of March and **April** 2019 Agenda(s)**
- 3. Approval of February and March 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

March 28, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Shelley Jain*
Ernest Paige*
Noemi Zibuts*

Also Present:

Elly Rosenthal, Hebrew Public*

Margot Dirks, DBI*

* Denotes by video conference

1. Call to Order

Shelley Jain opened the meeting at 6:07 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

The agenda could not be adopted as quorum was not present. The agenda will be adopted at the next meeting where there is a quorum.

3. Approval of Minutes

The minutes could not be approved as quorum was not present. The minutes will be approved at the next meeting where there is a quorum.

4. Public Comments

None.

5. Facilities Update

Margot Dirks of DBI updated the board on the search for a facility for the school and answered questions.

6. Adjournment

Shelley Jain closed the meeting at 6:37pm.



March 28, 2019

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of March 2019 Agenda**
- 3. Approval of February 2019 Minutes**
- 4. Facilities Update**
- 5. Public Comments**
- 6. Adjournment**



Board of Trustees Meeting

February 21, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Mark Fink
Shelley Jain*
Angela Mirizzi Olsen*
Leticia Remauro*
Yelena Sklyar*

Also Present:

Elly Rosenthal, Hebrew Public

* Denotes by video conference

1. Call to Order

Leticia Remauro called the meeting to order at 6:02 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

Mark Fink made a motion to adopt the February 2019 Agenda. Yelena Sklyar seconded and the motion carried unanimously.

3. Approval of Minutes

Mark Fink made a motion to adopt the January 2019 Minutes. Leticia Remauro seconded and the motion carried unanimously.

4. Action Items

- a. After a discussion and review of drafts, Mark Fink made a motion to adopt/approve the following organizing resolutions:
 - Engagement Letter with MMB as the School's Auditors
 - D & O Insurance Policy with Austin and Co.
 - SIHP Organizational Chart
 - SIHP Transportation Policy
 - 2018-2019 Family Handbook

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

ORGANIZING RESOLUTIONS OF THE BOARD OF TRUSTEES

February 21, 2019

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 an engagement letter with Mengel, Metzger, Barr and Co ("MMB") as the school's auditors is, attached hereto as **Exhibit A**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that a D&O Insurance Policy from Austin and Co, attached hereto as **Exhibit B**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the School Organizational Chart, attached hereto as **Exhibit C**, is hereby adopted and approved;

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

BE IT FURTHER RESOLVED, that the 2018-2019 School Family/Parent Handbook, attached hereto as **Exhibit E**, is hereby adopted and approved;

5. Public Comments

None.

6. Facilities Update

Leticia Remauro updated the board on the search for a facility for the school.

7. Adjournment

Mark Fink made a motion to adjourn. Angela Olsen seconded and the motion carried unanimously. The meeting was adjourned at 6:21pm.



February 2019

Agenda

- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of February 2019 Agenda**
- 3. Approval of January 2019 Minutes**
- 4. Action Items**
 - Approval of Engagement Letter with MMB as School's Auditors**
 - Adoption of DO Insurance Policy from Austin and Co.**
 - Adoption of SIHP Organizational Chart**
 - Adoption of SIHP Transportation Policy**
 - Adoption of Family Handbook**
- 5. Public Comments**
- 6. Adjournment**



MENGEL METZGER BARR & CO. LLP

Certified Public Accountants

January 25, 2019

Board of Trustees
Staten Island Hebrew Public Charter School
555 Eighth Avenue, Suite 1703
New York, NY 10018

Dear Board of Trustees:

You have requested that we audit the basic financial statements of Staten Island Hebrew Public Charter School, which comprise the statement of financial position as of June 30, 2021, and the related statements of activities and changes in net assets, functional expenses and cash flows for the period from November 14, 2018 (date of inception) to June 30, 2021, and the related notes to the financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The schedule of activities for the year ended June 30, 2021 and the period from November 14, 2018 (date of inception) to June 30, 2020 will be presented for purposes of additional analysis and is not a required part of the financial statements. Such information will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the financial statements as a whole.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and Government Auditing Standards of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we may request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and Government Auditing Standards of the Comptroller General of the United States of America and/or state or regulatory audit requirements.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Staten Island Hebrew Public Charter School's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
4. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
6. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole; and

7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of Staten Island Hebrew Public Charter School's basic financial statements. Our report will be addressed to the Board of Trustees of Staten Island Hebrew Public Charter School. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report to those charged with governance and an advisory comment letter (if applicable) upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Michelle M. Cain, CPA is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Mengel, Metzger, Barr & Co. LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the services will be \$20,200. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Staten Island Hebrew Public Charter School's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

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

- We will advise you about appropriate accounting principles and their application and will assist the School in preparing the financial statements and related footnote disclosures for the period ending June 30, 2021, based on information in the trial balance and other information that comes to our attention during the course of our engagement.
- We will also prepare the School's federal Form 990 with supporting schedules for the year ending June 30, 2021.

With respect to any non-attest services we perform, Staten Island Hebrew Public Charter School's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our work in connection with the preparation of the information return does not include any procedures designed to discover defalcations or other fraud, should any exist. You have the final responsibility for the return. Therefore, you should review the return carefully before you sign and file the return.

Your information return may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such governmental tax examination, we will be available upon request to represent you.

Further, we will be available during the year to consult with you on the tax effects of any proposed transactions or contemplated changes in business policies.

The audit documentation for this engagement is the property of Mengel, Metzger, Barr & Co. LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel, Metzger, Barr & Co. LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agencies. The regulatory agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

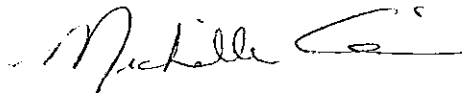
In accordance with the requirements of Government Auditing Standards, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MENGEL, METZGER, BARR & CO. LLP

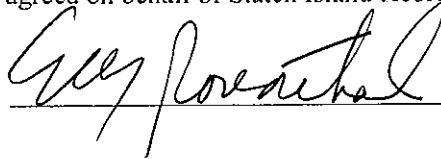


Michelle M. Cain, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Staten Island Hebrew Public Charter School by:

Officer Signature: 

Title: CFO



HENDERSON HUTCHERSON
& MCCULLOUGH, PLLC

Certified Public Accountants

System Review Report

September 3, 2015

To The Partners
Mengel Metzger Barr & Co., LLP
And the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mengel Metzger Barr & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and examinations of service organizations [Service Organizations Control (SOC) 1 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of Mengel Metzger Barr & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Mengel Metzger Barr & Co., LLP has received a peer review rating of *pass*.

Henderson Hutcheron
& McCullough, PLLC



INSURANCE BINDER

OP ID: EB

DATE (MM/DD/YYYY)

1/30/2019


THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

AGENCY Austin & Co., Inc. 20 Corporate Woods Blvd. Albany, NY 12211-2366 Tina M. Payne, CPCU		COMPANY Great American Insurance Group		BINDER # 24924	
PHONE (A/C, No, Ext): 518-465-3591		FAX (A/C, No): 518-465-3968		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # EPPE195140	
CODE: 403276		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Binder expires upon receipt of policy.	
AGENCY CUSTOMER ID: STATI3C		INSURED Staten Island Hebrew Public Charter School 555 Eighth Ave., Suite 1703 New York NY 10018			

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES	ACTUAL CASH VALUE STATED AMOUNT OTHER		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS/OTHER COVERAGES Directors & Officers Liability: \$1,000,000 Limit; \$15,000 Retention Employment Practices Liability: \$1,000,000 Limit; \$15,000 Retention Fiduciary Liability: \$1,000,000 Limit; \$1,000 Retention		FEES TAXES ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

	<input type="checkbox"/> MORTGAGEE <input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE 	

CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

Applicable in Colorado

With respect to binders issued to renters of residential premises, home owners, condo unit owners and mobile home owners, the insurer has thirty (30) business days, commencing from the effective date of coverage, to evaluate the issuance of the insurance policy.

Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

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 1 attached hereto and incorporated herein, be, and they hereby are, confirmed as 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 1 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

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adopted by the Board shall include Hebrew Public) 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.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing resolutions of Staten Island Hebrew Public Charter School were duly adopted by the Board of Trustees of Staten Island Hebrew Public Charter School on December 21, 2018.



Mark Fink, Secretary



Staten Island Hebrew Public Charter School (SIHP) Transportation Policy

Transportation: NYCDOE is responsible for providing transportation services to SIHP's students. SIHP's students will receive the same transportation services as other NYC public school students. Eligibility for busing and half-fare or full-fare Metrocards is determined and provided by the Office of Pupil Transportation (OPT). Eligibility for transportation is based on age and distance from the School. SIHP will not guarantee parents a child will have yellow school bus service or half-fare or full-fare Metrocards until such service eligibility has been confirmed by OPT. On days when the regular public schools are not in session but SIHP is, SIHP will contract directly with a bus service provider and will pay for the buses out of the school budget. Funds have been allocated to this transportation need in the school's budget projections and will be an annual SIHP budgetary item. SIHP will also earmark funds for student transportation for field trips and other extracurricular programming and events. SWD often have different eligibility for transportation. Eligibility is dictated by each student's IEP. Transportation for students with disabilities will be provided in accordance with all applicable State and Federal laws. SIHP's students will receive transportation services for which they are eligible under Education Law § 2853(4)(b) and § 3635. If a student is not eligible for transportation services, transportation will be the responsibility of each child's parents.

SIHP

FAMILY HANDBOOK, 2018-19

Dear Families,

Welcome to Staten Island Hebrew Public Charter School, a diverse, dual-language school rooted in the community of Staten Island! As the Head of School, it is my pleasure to welcome you to our school community. This handbook outlines the school's policies and procedures that we will follow throughout the year and that families need to know as part of our community.

Our goal is to provide an education that prepares your children for an ever-expanding world. As such, we not only provide high quality instruction, but we aim to develop values such as empathy, social and civic responsibility, and global citizenship. Our robust program includes ELA, Math, Science, Social Studies (including Israel Studies), Modern Hebrew, Music, Art, Physical Education, and Social and Emotional Learning. We hold our students to a high level of academic expectation, rooted in the belief of "Success for Every Student." We differentiate our instruction and employ best practices in education to meet the needs of our students. To support instruction, our teachers and staff undergo meaningful professional development to hone their craft as they work with your children.

While the teachers, students, and staff of a school work together each day, it is our families that round out our school community and continue to make this school a special place for all. We encourage our families to be active participants in the school community. Becoming a member of our Parent Teacher Organization, being a trip chaperone, or volunteering at some of our many events are just a few ways you can contribute. We are committed to engaging our parent community and sharing the education experience with all of our families.

I encourage you to reach out to teachers, staff, and administration at any time. Our goal is to work with our families to create the best opportunities for all. I am looking forward to a year full of exciting lessons, memorable experiences, and a shared love for learning by our entire school community. We can accomplish great things as partners in our shared journey with your children.

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Part I: About our School

A. School Overview

Staten Island Hebrew Public (“SIHP”) is an exceptional, diverse public charter school that teaches Modern Hebrew to children of all backgrounds and prepares them to be successful global citizens.

SIHP is a “diverse-by-design” School, and is committed to serving students from a wide range of racial, economic, and cultural backgrounds. We are also committed to serving students with special needs and those whose home language is other than English.

Our School is part of the Hebrew Public network of schools. Hebrew Public’s mission is to lead a national movement of exceptional, diverse public charter schools that teach Modern Hebrew to children of all backgrounds and prepare them to be successful global citizens. “Global citizenship” education includes the development of students’ skills in communication (including learning a foreign language), collaboration, and critical thinking. It also includes an emphasis on empathy and emotional intelligence.

In Hebrew Public network schools, including at our School, global citizenship education is supported through the daily study of Modern Hebrew (which students learn for at least one hour per day), the comparative study of Israel and of students’ local community, the use of small group instruction, and through our focus on diversity and inclusion.

Hebrew Public serves as the School’s Charter Management Organization, and is responsible for providing a wide range of services to the School under the oversight of the School’s Board of Trustees.

B. Board of Trustees

The School is governed by its Board of Trustees, which provides the School with strategic and fiduciary oversight, and help ensure its adherence to its mission and its charter.

All meetings of the schools' board of trustees and all committees of the boards are open to the general public. A calendar of all scheduled board meetings is posted at the School and on the website as soon as it is available.

The Board is currently comprised of the following members:

- **Leticia Remauro, Chair**
- **Shelley Jain, Vice-Chair**
- **Yelena Sklyar, Treasurer**
- **Mark Fink, Secretary**
- **Ernest Paige, Trustee**
- **Noemi Zibuts, Trustee**
- **Angela Mirizzi Olsen, Trustee**
- **Selina Brown Grey, Trustee**

C. School Calendar

2018-2019 HEBREW PUBLIC ACADEMIC CALENDAR



D. School Closings

Closing due to inclement weather

The regular school schedule must be suspended during severe weather conditions because of hazardous conditions. When there is an authorized school closing or delayed school opening, all field trips, after-school programs, and bus transportation will be cancelled. **The School will follow the NYC Department of Education's policy for school closings and school delays.** Please access the NYC Department of Education website (www.schools.nyc.gov) for any updates regarding school closing during inclement weather.

Automated Message

The School will send an automated message regarding any school closings. The School will also use automated phone messages to contact parents/guardians regarding important school events such as workshops, class trips, or delays in busing. Please take the time to listen to these messages as they are directly related to your child's learning experience at the School.

It is the responsibility of the parent/guardian to monitor news reports via radio stations, television stations, and the 311 citywide telephone services regarding any school closings due to inclement weather or emergencies. Please access the following sources to receive up-to-date information about school closings and delays:

Radio Stations

WINS (1010 AM), WCBS (880 AM), WABC (770 AM) WLIB (1190 AM) WADO (1280 AM), WBLS (107.5 FM), WNYE (91.5 FM).

Television Stations

WCBS (Channel 2), WNBC (Channel 4) WNYW (Fox Channel 5), WABC (Channel 7), WNYE (Channel 25) Univision Channel 41 and NY1 (Channel 1).

Telephone Notification

Please call the citywide telephone service at 311.

Internet Notification

Please access the NYC Department of Education website (www.schools.nyc.gov) for any and all updates regarding school closing during inclement weather. The School's website (<https://sihebrewpublic.org/>) will have information about the school calendar and scheduled closings.

Part II: Attendance & Transportation

A. Arrival and Lateness

Doors will open to students at 7:40 AM each day. Class begins at 7:50 AM and students arriving at 7:51 AM will be considered late. The school day hours are 7:50 a.m. to 3:30 p.m. Students are marked late beginning at 7:51 a.m. This means that students are physically present in the classroom by this time. A record is kept of all lateness. In determining lateness, yellow bus and major public transportation delays are taken into consideration. In the event of multiple incidents of lateness, a parent/guardian conference will be requested by the school. In persistent cases of lateness, additional intervention may be sought by the school.

B. Attendance

It is very important that your child comes to school every day and on time. Coming to school every day and on time raises self-esteem and results in your child succeeding both academically and socially. Research studies show that there is a direct correlation between good attendance, being on time, and good grades. ***Our school has a target of at least 95% attendance for each student.***

If your child does not attend school for any reason, parents should call the School by 9:00 a.m. so that we can note the absence to your child's teacher. If the School doesn't hear from you, calls home will be made. If your child is absent due to illness and cared for by a physician during the period of absence, a note from the physician is required upon return to school. **Vacations during instructional time are not an excused absence.**

The school has put in place procedures for the recording of attendance data so that we can ensure that all of our students are fully accounted for and receiving the support that they need to be successful. Teachers take attendance once per day by 8:15 a.m. and report it to the Head of School by 9:00 a.m. The main office then follows up on all absences in the event that a parent/guardian has not contacted the school: (1) On the first day of absence, phone calls are made to parent/guardian to determine the reason for the absence; (2) On the second day of absence, if there is still no response from the parent/guardian, the school will request a phone conference concerning the child's attendance; (3) The parent/guardian is contacted every day of the child's absence if necessary; and (4) All documentation of outreach efforts are kept in the main school office. Our goal with this process is to ensure the safety, well-being, and academic growth of all of our students.

Absences for the following reasons will generally be considered to be excused absences:

- A death in the family.
- Student illness or injury. For a medically-related absence longer than two days, the parents or guardians should provide a doctor's note within 24 hours to the school.
- Student medical appointments. Parents should do their best to schedule medical appointments outside of school time. If an appointment must be scheduled during the school day, the student should not be absent for the entire day. It is expected that the student will come to school before and/or after the appointment.
- Religious observance. (Days absent before or after the holiday will NOT be excused)
- Educational opportunities with prior approval from the Head of School.

Absences for any other reason will generally be considered to be unexcused absences. Students are also considered absent if they do not report to their assigned location for alternative instruction in the event of an out-of-school suspension.

C. Early Pick Up

The School discourages early pick up, as it takes away instructional time for students. Parents must inform the office in advance if they must pick their children up early. Only parents or other adults designated on the emergency card may sign a student out of school early. The adult must present proper identification and sign in with security and at the Main Office. The adult or parent must sign the "sign out" book. **No parent or adult is authorized to go to a classroom to pick up a child without approval from a school staff member.**

D. Late Pick Up

Dismissal is at 3:30 p.m. daily. On a scheduled half day of school, the School will have a 12:00 p.m. (noon) dismissal. It is important that families arrange for children to be picked up on time each day; each instance of late pickup places a burden on School staff members who have other responsibilities at the end of the school day. Patterns of late pick up will result in a conference with the family, and persistent cases may require additional intervention by School personnel.

E. Long Term Absences

We recognize that at times students experience long-term absences due to extended illness or extenuating circumstances. We use the New York State process for documenting and ensuring support for students who experience long-term absences through "Form 407: Attendance Follow-up and Outreach Referral" (Form 407). The circumstances under which a Form 407 report is generated are:

- (1) When a student has been absent for 10 consecutive days, 20 aggregate days over a 4 month period, or 8 consecutive days (if a Form 407 has already been submitted prior to the current absence);
- (2) Any time a child is discharged due to “Address Unknown.” A second Form 407 will be generated if, after 30 days, the issue has not been resolved;
- (3) When a suspended student does not return following suspension;
- (4) When a district-assigned special education student does not enroll;
- (5) When a student has been excluded from school for lack of immunization; and
- (6) When the Head of School determines an investigation is required. Cases are followed up on by the Head of School or designee and monitored regularly.

F. Vacation

While vacations are a valuable part of family life and student development, vacations during instructional time are highly discouraged and are not considered an excused absence. We ask that families plan their vacations around the school-year calendar, which is available at the school from the Main Office, and is also in this handbook.

G. Medical Absence

If your child was absent due to illness and cared for by a physician during the period of **any** absence, a note from the physician is required upon return to school. Moreover, if your child is absent three or more days it is required that you provide a physician’s note. We do ask that you do your best to schedule doctor’s appointments after school, on weekends or during school vacations.

H. Transportation

Busing Eligibility

The School will help facilitate the transportation process, but the New York City Department of Education Office of Pupil Transportation (OPT) determines who is eligible for transportation assistance and will notify parents directly about student transportation. As a benchmark, students in grades K-3 are only eligible for full-fare transportation if the distance from their residence to school is 1 mile or more. If students in grades 3-6 live ½ mile to 1 mile from the school, they will receive a half fare Metrocard and not be eligible for a school bus. Note that if your child does use the bus service, the following guideline applies:

- Your child must get on and off the bus at the same bus stop. The bus stop where your child is picked up in the morning must be the same bus stop that your child is dropped off in the afternoon.

Bus Behavior Expectations

Riding the school bus is a privilege, not a right. For the safety of all students, children are expected to follow the rules for safety on the bus:

- Sit down in your seat and buckle up.
- Keep your voice low.
- Keep your hands to yourself.
- Demonstrate self-respect, respect for others, and use kind words always.

Students who do not follow the expectations on the bus will have the following consequences*:

- **FIRST INCIDENT:** A phone call home informing the parent of the misbehavior/incident, and a warning of suspension from the bus should there be any additional incidents.
- **SECOND INCIDENT:** A phone call home and a two-day suspension from the bus.
- **THIRD INCIDENT:** A phone call home and a five-day suspension from the bus. The child will also be given an assigned seat on the bus.
- **FOURTH INCIDENT:** Permanent suspension from the bus for the remainder of the school year.

*Student behavior on the bus may also lead to consequences under the School's Code of Conduct and discipline procedures.

All of our students deserve to have a pleasant and peaceful ride to and from school. We appreciate our families' partnership in communicating this to their children!

Bus Evacuations

Bus evacuation drills are held twice a year as practice for emergency conditions on a school bus. Children are instructed in safety procedures for the bus and while waiting at bus stops.

Transportation for Special Education Students

State education law mandates that the City provide transportation for students whose special needs require it. Students receiving special education services that are mandated to receive specialized transportation on their most recent IEP are placed on bus routes to and from the school they attend. In addition, parents may request additional medical accommodations based on their child's individual needs which may also affect the type of vehicle or route on which the student is placed. The type of transportation provided is determined by the student's Individualized Education Program (IEP). A student with special needs' eligibility for transportation is determined solely by the requirements of their IEP.

Part III: Program

A. Program and Subjects Overview

Our school provides students with a rich program of study, including English Language Arts, Math, Modern Hebrew, Social Studies, Science, Israel Studies, Physical Education, Music, and Service-Learning. We have a significant focus on social and emotional learning. We also provide services designed to meet the needs of students with disabilities and students who are English language learners.

Our program is adapted to meet each student's learning needs. Instruction in Math and English Language Arts includes a mix of whole-class, small group, and individualized learning. All students take the NWEA MAP (Measures of Academic Progress) assessment three times per year; MAP results are used to help develop each student's specific learning path in these core subjects.

Below are descriptions of specific subject and program areas at the school.

English Language Arts (ELA)

Our ELA program focuses on developing students who have a love of reading, are analytic readers and writers, and can express themselves creatively and argumentatively through their writing.

Grades K-1

In Kindergarten and 1st grade, students study literacy through Core Knowledge, [Wilson Foundations](#) and Close Reading for Meaning. Students gain foundational skills through the Wilson Foundations program, which provides research-based materials and strategies for reading, spelling, and handwriting. The Close Reading for Meaning approach gives students the tools to understand both the literal and deeper meaning of any nonfiction or fiction text, examine craft and structure, and develop evidence-based ideas. Students work in a small groups based on their current skill levels in their guided reading groups. Students also use [Compass Learning](#), a web-based program that creates a personalized learning path for each student.

Grades 2-4

In grades 2 through 4, students study literacy through Core Knowledge, Close Reading for Meaning, [Keyboarding Without Tears](#), and starting in 3rd grade, [ThinkCERCA](#). The Close Reading for Meaning approach gives students the tools to understand both the literal and deeper meaning of any nonfiction or fiction text, examine craft and structure, and develop evidence-based ideas. Students work in a small groups based on their current skill levels in their guided reading groups. Students work on argumentative writing through ThinkCERCA, an online program. With ThinkCERCA, students read passages of text, analyze the text and respond to a critical thinking prompt using writing framework. Working in small groups, students engage with reading materials and work based on their current skill levels. Additionally, during group time, students use [Compass Learning](#), a web-based program that creates a personalized learning path for each student. Students practice typing skills through Keyboarding Without Tears, which covers typing fluency and speed and appropriate use of online tools.

Grades 5 & higher

In grades 5 and higher, students study literacy through Expeditionary Learning, Close Reading, [ThinkCERCA](#), and [Keyboarding Without Tears](#). The Close Reading for Meaning approach gives students the tools to distill both the literal and deeper meaning of any text, examine craft and structure, and develop evidence-based ideas. Students also engage in novel study. During group time, students work on [Compass Learning](#), a web-based individualized curriculum that generates a personalized learning path tailored to each student and differentiates below and above grade level based on the student's individual needs. Students work in small groups based on their current skill levels in their guided reading and book club groups. Students practice argumentative writing through ThinkCERCA's online platform. Students read differentiated passages, analyze the text and then respond to a critical thinking prompt using a writing framework. Students also practice typing skills through Keyboarding Without Tears, which covers typing fluency and speed and digital citizenship. All literacy instruction is aligned to Common Core Standards.

Mathematics

Our mathematics program focuses on creating young mathematicians who are problem solvers, have a solid foundation in number fluency, and can explain and justify their thinking as well as critique the reasoning of others.

Grades K-4

The study of mathematics consists of the rigorous program Eureka Math in K – 4, also known as Engage NY. Eureka Math is aligned to the New York State Learning Standards, where the mathematical progressions are carefully sequenced into modules.

The curriculum modules are marked by an in-depth focus on fewer topics. They provide rigorous classroom reasoning, extensive problem sets, and high expectations for mastery. The Mathematical Practices are incorporated within each module.

Students also use [Compass Learning](#), a web-based individualized curriculum that generates a personalized learning path tailored to each student and differentiates below and above grade level based on the student's individual mathematic needs.

Grades 5 & higher

In 5th grade, students culminate the Eureka Math, (Engage NY), *A Story of Units* curriculum through development of fluency with addition and subtraction of fractions, understanding multiplication and division of fractions and developing understanding of operations with decimals in preparation for the 6-8 curriculum.

In grades 6-8, students study Math through Eureka Math, *A Story of Ratios* curriculum. The course of study begins with 6th grade connecting ratios and rates to whole number multiplication and division and using concepts of ratio and rate to solve problems; as well as Pre-Algebra through writing, interpreting, and using expressions and equations. In 7th grade, students further explore

and develop understanding of proportional relationships and continue development of Pre-Algebra through operations with rational numbers and working with expressions and linear equations. Eighth grade focuses on formulating and reasoning about expressions and equations, solving linear equations and systems of linear equations, and grasping the concept of functions.

Modern Hebrew

Our school is part of a growing movement of linguistically diverse public charter schools, teaching languages as varied as Modern Hebrew, Greek, Mandarin, French, and Arabic. At our school, Modern Hebrew is taught through the proficiency-based approach, which is considered the gold standard in foreign language instruction. Students receive a daily period of Modern Hebrew language instruction. They are also exposed to the language at other times each week including during music, dance, lunch, recess, arrival, and dismissal. Students engage in meaningful interactions in the language, developing their speaking and comprehension skills at a rapid pace. As they advance through the grade levels, speaking and listening skills continue to be developed as are reading and writing skills.

Modern Hebrew is taught by native speakers, who only speak to their students in Hebrew. In just a short time, students are able to understand Hebrew and speak in simple sentences. As their skills grow, they are introduced to more complex topics and are able to communicate in Hebrew in more sophisticated ways. As students learn Modern Hebrew, they also have the opportunity to learn about the culture and history of Israel, which provides a link to other subjects such as social studies, science and the arts.

Social Studies

K-5 Social Studies

The MyWorld social studies curriculum, published by Pearson and taught across K-5, uses a variety of integrated learning experiences to activate prior knowledge and help students understand “big ideas” as they relate to essential questions. Learning comes alive through storytelling, literacy instruction, and flexible resources. Stories from our world engage students and help develop thoughtful, literate citizen. Lessons apply inquiry processes, practice reading and writing, and involve collaboration and communication skills. Blending learning experiences include an interactive student worktext and digital courseware. The curriculum is aligned with the New York standards for Social Studies and the Common Core.

Social Studies, grades 6 and higher

In 6th grade students study MyWorld History and in 7th and 8th grade they study American History. Both programs are designed to unlock the history with engaging stories, activities, and opportunities for drawing connections from the content to students’ own lives, expanding their understanding of history and why it remains important today. The program bridges time-tested best practices, curriculum standard expectations, and technology to help prepare students to be college and career ready all while unlocking the exciting story of our nation’s history. The program is aligned with the New York standards for Social Studies and the Common Core.

Science

[Science Dimensions](#) is the program used for K-8 science. This program is aligned to the transition of the New York State science learning standards to the [Next Generation Science Standards](#). The Next Generation Science Standards consist of three distinct and equally important dimensions to learning science that build a cohesive understanding of the subject. The three dimensions are:

- *Practices* which describe behaviors that scientists engage in as they investigate and build models and theories about the natural world and the key set of engineering practices that engineers use as they design and build models and systems.
- *Crosscutting Concepts* have application across all domains of science, linking the different domains of the subject. They include: patterns, similarity, and diversity; cause and effect; scale, proportion and quantity; systems and system models; energy and matter; structure and function; stability and change.
- *Disciplinary Core Ideas* focuses on K-12 science curriculum, instruction and assessments on the most important aspects of science.

Science Dimensions was created with a “digital-first” mentality. This program provides an authentic approach to increasing student achievement in science and preparing teachers for engineering instruction using technology.

Israel Studies

Students participate in hands-on experiences related to the history and geography of Israel throughout the school year, including in specially designed social studies units that teach Israel in a comparative perspective. Students in Grades K-2 participate in a weekly Israeli dance class and older students have the option to join a lunchtime dance club. Each spring, the Tzofim Caravan, a performance group of Israeli scouts, visits the school. There is a yearly school wide Israel Day celebration that is thematically organized, where staff and students come together to learn about Israeli in an experiential way and to enjoy Israeli food, dance, songs, and other activities related to the culture, geography and history of Israel. Israel is also woven into other subjects throughout the year and students have the opportunity to meet with visiting Israelis artists in residence. All Hebrew Public eighth graders will have the opportunity to apply to participate in the Capstone trip to Israel as a culminating experience of their studies.

The Arts

To access the full potential of arts education, the school provides focused instruction on particular art subjects and the integration of arts education in the broader curriculum. For our early grade students, we offer programs in dance and music. These programs allow students to experience a diverse collection of music and dance from all over the world. Wherever possible, Hebrew language instruction is integrated into our music and arts education.

Physical Education

Our physical education program improves students' physical health. It helps students develop physical and athletic skills while excelling on an individual level and as members of a team. While students exercise, they make friends, have fun and improve their self-esteem. In PE class, students develop valuable global citizenship skills including empathy, respect, inclusivity, kindness, and more.

Social and Emotional Learning

Integral to Hebrew Public's Mission of developing global citizens is the guiding principle of developing the whole child. Hebrew Public educators are committed to the student social/emotional development by fostering a welcoming, inclusive, and understanding school community. We achieve this through fostering staff mindsets and capacity to respond to student behaviors compassionately, restoratively, and equitably.

What is SEL?

Social and Emotional Learning is the process through which children and adults acquire and apply the knowledge, attitudes, and skills necessary to understand and manage emotions, set and achieve positive goals, feel and show empathy for others, establish and maintain positive relationships, and make responsible decisions.

The Collaborative for Academic, Social, and Emotional Learning (CASEL) is a world renowned organization who dedicates their work around social and emotional learning. CASEL has identified five core categories of social and emotional skills:

- Self-awareness
- Self-management
- Social awareness
- Responsible Decision Making
- Relationship skills

Our goal is to support the development of these emotional skills in a variety of ways. In addition to social and emotional learning opportunities being integrated into classroom instruction, SIHP will provide students with differentiated support (advisory, mentoring); experiential learning opportunities; and involving students as collaborators in their learning.

Special Education Services

The school seeks to serve all students in the least restrictive learning environment possible. We use an inclusion model for educating our students with special needs to ensure regular interaction among all students. Special education students are served outside of the classroom only when appropriate services cannot be provided in the regular classroom setting. Our teachers and

support staff are mindful to ensure a positive learning and emotional environment for all our students, and to ensure that every student develops a sense of belonging with fellow students, teachers and support staff.

The school's continuum of special education services includes related service supports, the Integrated Co-Teaching model (ICT), and Special Education Teacher Support Services (SETSS). The ICT model involves a general education teacher and a special education teacher jointly providing instruction to a class that includes both students with and students without disabilities to meet the diverse learning needs of all students in a class. In the SETSS program, the SETSS teacher, through small group instruction, ensures that a student receives individualized accommodations and modifications to support instruction within the classroom. The amount and frequency of support a student receives in each of these programs is stated in the student's Individualized Education Program (IEP).

In addition to academic supports, we also offer related service support for students who qualify for them. Based on the specific requirements of their IEPs, students receive Speech and Language Therapy, Occupational Therapy, Physical Therapy, and Counseling within the school building. These related services support students in advancing appropriately towards their individual annual goals.

Services for English Language Learners

ESOL (English for Speakers of Other Languages) is a program designed specifically to improve the language proficiency of students whose native language is not English. In addition to receiving academic instruction in reading, writing, speaking and listening, the program strives to develop an appreciation of diverse cultures and languages. English language learners receive their language arts instruction from ESOL-certified teachers.

B. Homework

We view homework as a partnership among teachers, parents, and students. We strive to create assignments that are meaningful to the activities that your child experiences during the school day. Your child will understand why they are completing certain tasks, as they will always relate to instruction they have already received. The amount of homework and expectations for submission develop as students move up through the grades. Teachers will share specific homework policies with students and families at the beginning of each school year. **Please read to your child or make sure that your child reads every single day!**

C. School Supplies

A supply list is sent home in August and posted on the school website. Please review it and have your child bring all supplies on the first day of school.

D. Dress Code

Students are expected to dress in a manner that is supportive of a positive learning environment and one that is free of distractions. The school has developed a dress code to help build a sense of school pride, promote a positive educational environment, help students resist inappropriate peer pressure, and concentrate on academics.

“Apparel Library”

If you have dress code articles of clothing from your child’s past year at the school which no longer fit but are still in good condition, please send them in with your child so they can become part of our Apparel Library. The stock in the Apparel Library will be available for families of students who may not be able to acquire the dress code for the coming year. Any leftover stock will be on hand for the Fall Semester for students who may need a change of clothing while at school.

Change of Clothes

It is **required** that children in grades K, 1, and 2 have an extra set of clothes in school that are in accordance with the dress code. Please label each item of clothing with your child’s name.

Labeling of Clothes

Please label your child’s clothing with their first and last name.

Accessories: No purses, bags, or string bags are allowed in our learning spaces and must be kept in a student’s cubby or locker. For Physical Education classes, no jewelry is allowed. Student backpacks must stay in cubbies or lockers all day.

Dress Code (Grades K-2):

Bottoms: Blue pants (no denim or jeans) or blue uniform style shorts (no cargo shorts) with belt; dress, jumper (not plaid), or skirt (no denim or jeans); sock/tight color and pattern is optional. All shorts/skirts must be appropriately sized, fitted and not baggy or excessively tight. Shorts must be worn under a skirt/dress/jumper, including on gym day. They must be free of slits, holes and tears. The length must be no shorter than right above the knee when standing.

Tops: White, light blue or navy blue shirt (button down or polo shirt) either short or long sleeve. In cold weather, a navy sweater may also be worn. All shirts must be appropriately sized, fitted, cover the midriff area, have sleeves that cover the shoulder, and not be baggy or excessively tight. No tank tops of any kind are permitted. Bra straps must not be visible. Low-cut shirts are not permitted. We prefer that students wear collared or polo shirts. Inappropriate graphics and language are not permitted.

Foot Apparel: Dress shoes or sneakers. No flip-flops or backless/strapless sandals are allowed due to safety reasons.

Sweaters: No garments with hoods are permitted. An appropriate, non-hooded sweater should be provided for cold weather days.

Jackets/Coats- All jackets/coats are to be placed in each student's cubby. No jackets/coats are permitted to be worn during instructional time.

E. Promotion and Retention

When a child experiences difficulties gaining understanding in subject material, we will do whatever it takes to help them make gains. This can include meetings with you, providing extra help, and, if needed, recommending the child for additional services. If your child cannot meet certain key benchmarks of progress, retention (repeating a grade) may be a remedy.

All of our students are held to promotional criteria. In making determinations about a student's academic readiness for promotion, school staff look at a wide range of sources, including work samples, anecdotal records, teacher assessments and observations, attendance, social development, state assessments, and benchmark assessments.

Students who score at the 25th percentile or lower on the winter MAP are considered not on a path to meeting promotion standards (*Promotion in Doubt*), at which time families are notified in writing of possible retention and students are strongly encouraged to attend summer school. A school committee consistently of teachers, school leaders, and the social worker will meet to help plan support for these students. If students do not demonstrate improvement by the end of

the school year as demonstrated on the spring MAP, the committee will review the student's progress to determine possible retention for the following school year. Special Education (IEP) students who have modified promotion criteria in their IEP will have this included as part of the committee's student by student review. Parents will be notified of retention decisions in June.

Part IV: Community & Parent Relations

A. Communication

Communication between home and school is essential to support and encourage your child's success. We encourage parents and guardians to be actively engaged as partners with teachers in their child's learning. Among the specific ways the school communicates with parents and guardians are:

- Scheduled meetings with teachers or other School staff.
- Email communication with teachers or other School staff
- “Backpack” parent notifications
- Head of School Newsletter
- Automated Message service to inform about events and school closings, etc.
- School website (<https://sihebrewpublic.org/>)
- Parent Teacher Organization meetings
- Parent Teacher Organization activities
- Individual parent/guardian conferences with teachers to review your child's progress 2 times per year

As a Hebrew Public school network, we are committed to being responsive to student and family concerns. To ensure that we are promptly addressing your concerns, we have outlined a new protocol to help you find resolution. By following this protocol, issues will be addressed quickly and efficiently.

Please help us involve the right staff member to address issues of concern. It is always our goal to start at the classroom level with the teacher first. If the teacher cannot resolve the issue with the child or the parent, then bring your concern to one of the following people:

- Behavior, safety, or discipline concerns, contact the **Social Worker**
- Social and emotional issues, contact the **Social Worker**
- Medical issues, including 504 plans and Americans with Disabilities Act concerns, contact the **Special Education Coordinator**
- Special education concerns, contact the **Special Education Coordinator**
- For enrollment, attendance, student fees, or financial issues, contact the **Director of Operations**
- For concerns about our curriculum, contact the **Director of Mathematics**
- For English Language Learner concerns, contact the **Director of Literacy**
- For questions about Hebrew, please contact the **Director of Hebrew**
- For questions about Israel Studies, please contact the **network Director of Israel Studies, Jessica Lieberman, at jessica@hebrewpublic.org**
- For after-school program questions, please contact the **Director of Operations**

If, after working with the people listed above your issue is not resolved, please raise the issue directly with the Head of School. If an issue can't be resolved by any of the above avenues, the Community Coordinator will assist you in bringing the matter to Hebrew Public.

B. Student Cell Phones

We understand that cell phones have become a near-constant feature of 21st Century existence. At the same time, their use during school and school activities and on the school bus can be significantly disruptive. Because of this, the School has the following policy on student cell phones:

1. Students may bring cell phones to school, but elementary school students must keep them in their backpacks at all times, unless permission to remove them is specifically granted by a school staff member. Middle school students must keep their cell phones in their lockers during school hours unless permission to remove them is specifically granted by a school staff member.
2. Students needing to contact family members during school hours should notify their teacher, who will help determine the necessity for the contact and the best means to do so.
3. On the bus, students should only use cell phones for the purpose of contacting family members.
4. Students found to be using cell phones during the school day will have them confiscated. They will be available for pick up by a parent or guardian between the hours of 8-9 a.m. or 3-4 p.m. Parent will be notified that the phone has been collected.

C. Visitors to the School

To maintain safety and security, only authorized visitors are allowed in the School. All visitors must be announced, sign in at the security desk and show valid identification. All visitors must enter the Main Office and explain the purpose of their visit for approval by the Head of School or the Head of School's designee. All visitors must sign in with the appropriate registry book once the purpose of their visit is identified. Unless staff has planned visits in their schedules, the presence of visitors may cause unwarranted disruption in student learning and school activities. The School will inform parents from time to time throughout the year of special classroom and school-wide events where we will invite families to visit.

D. School Safety

The maintenance of safety and good order is the collective responsibility of all School staff, parents, students, and agencies such as the NYPD and the NYCDOE Division of Safety. To help ensure safety, the School has the following policies and practices:

Security

The School has full-time security personnel. We request that visitors and family members be respectful of security personnel and follow their directions.

Personal Belongings

In the interest of safety and security, the School reserves the right to search all bags and containers brought onto the School premises, at any time. **Please note that no child should bring toys or electronic games to use at school or on the bus. Students who bring these items to school are subject to the teacher taking them to return directly to the parent at the end of the school day. Repeated behavior of bringing these items to school will result in disciplinary action for students. The school is not responsible for breakage, loss, or theft personal belonging in school or on the school bus**

Fire Drill/Evacuation Procedures

The School conducts fire and other emergency drills in accordance with applicable state and local laws. All staff and students are expected to participate in such drills, as building and safety personnel require. Fire Drills are held eight (8) times during the school year.

No Smoking

There is no smoking on School property in accordance with State Law.

Safety Plan

The School has filed the school safety plan with the NYS Education Department. A public copy is on file in the Main Office.

Safety Reminder

We encourage you to remind your child of safety tips for interacting with strangers, including but not limited to the following:

1. Students should never go home with strangers.
2. Students should not talk to strangers.
3. Students should not take things from strangers.
4. Young students should be escorted to and from school.
5. If students are approached by strangers and are near the School, they should return to the School and inform a staff member immediately.

E. Transfer Plan

Our school is a public school of choice, for both application and withdrawal. At any time, a parent or guardian may wish to transfer their child to a different school. A parent or guardian wishing to withdraw his/her child from the school will be asked to complete a Request for Student Withdrawal form. School 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 concerns that arise from these discussions. If the parents or guardians still wish to transfer their child to another school, school staff will make every reasonable effort to help the student find a school that better serves the family's desires. The school will ensure the timely transfer of any necessary school records to the student's new school.

F. Complaints

Charter schools are publicly-funded schools that are open to all students through a non-discriminatory admissions lottery. Each charter school is governed by a not-for-profit board of trustees that may include educators, community members, and leaders from the private sector. Charters have the freedom to establish their own policies, design their own educational program, and manage their human and financial resources.

The NYS Charter Schools Act provides that a parent (as well as any other individual) who believes that a charter school has violated a term of its charter or the law may complain formally to the school and seek relief.

If you believe that our School has violated a term of its charter or has violated applicable law, please follow the steps below.

Step 1: Familiarize yourself with the School's guidelines and policies.

Begin by familiarizing yourself with the school's policies, guidelines, and reference materials. Such items include, but are not limited to, this handbook and School-issued memorandums. Determine whether or not the School's actions related to your complaint fall within the school's policies.

Step 2: Reach out to your child's classroom teacher.

If the concern can be addressed by the classroom teacher, this is an important step in resolving your complaint.

Step 3: Reach out to the appropriate leadership team member(s)

If your concern is not addressed to your satisfaction by the teacher, reach out to the leadership team member that oversees the area of your concern. This includes:

- Behavior, safety, or discipline concerns, contact the **Social Worker**
- Social and emotional issues, contact the **Social Worker**
- Medical issues, including 504 plans and ADA concerns, contact the **Special Education Coordinator**
- Special education concerns, contact the **Special Education Coordinator**

- For enrollment, attendance, student fees, or financial issues, contact the **Director of Operations**
- For concerns about our curriculum, contact the **Director of Mathematics**
- For English Language Learner concerns, contact the **Director of Literacy**
- For questions about Hebrew, please contact the **Director of Hebrew**
- For questions about Israel Studies, please contact the **network Director of Israel Studies, Jessica Lieberman, at jessica@hebrewpublic.org**
- For after-school program questions, please contact the **Director of Operations**

If your concern does not fall into any of the above areas, please proceed directly to Step 4.

Step 4: Reach out to the Main Office directly

If your concern is not addressed adequately by the individuals above, please reach out directly to the Head of School.

Step 5: Reach out to the Chief Schools Officer of Hebrew Public

If you are unsatisfied with the Head of School’s decision or handling of a situation, reach out to Dr. Shane Goldstein Smith, Chief Schools Officer for Hebrew Public, the school’s Charter Management Organization, at issues@hebrewpublic.org.

Step 6: Appeal to the school’s Board of Trustees.

If after contacting the Chief Schools Officer you are still not satisfied with the outcome or decision pertaining to the complaint, you may appeal to the school's Board of Trustees in writing. Please direct all concerns to issues@hebrewpublic.org. The Board meets publicly on a regular basis and will respond in a timely fashion to acknowledge the receipt of the complaint and next steps in their addressing of the concern.

Step 7: Appeal to the New York State Board of Regents.

If after going through the above steps, 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')

G. Parent Satisfaction

We encourage regular and frequent feedback from parents so that we can make ongoing enhancements to the School's learning environment. Your eyes may "see" something we cannot see and we are enhanced by your input and support of our learning environment. You may contact the main office at any time to discuss any of your concerns. If you would like to meet with the Head of School, please contact our Main Office to schedule a meeting with our Head of School. Please communicate directly with your child's teacher about his or her instructional program. Parents also have the opportunity to provide feedback in the NYC Learning Environment Survey.

Part V: Discipline Policies & Code of Conduct

A. Discipline Overview

Hebrew Public Charter Schools set high standards for student behavior. All students have rights and responsibilities – to one’s self, classmates, teachers and school. When behavior concerns arise, the guidelines below provide objective guidance that the schools will use as their approach to these concerns. Hebrew Public schools have a commitment to:

- Ensuring the right of all students to learn in a safe environment
- Using and participating in consistent, school-wide prevention and intervention, focusing on instruction and restorative practices
- Promoting shared responsibility throughout the school by means of problem solving and collaborative conversations
- Acknowledging and honoring individual student’s identities and developmental needs
- Seeking to model, teach, and reinforce students’ and adults’ social-emotional learning (self-management, self-awareness, social awareness, relationship skills, and responsible decision making), and
- Supporting a cooperative and collaborative effort among students, parents/guardians, and staff.

Restorative Approach to Discipline:

Hebrew Public schools work with staff, students, and families to take a restorative approach to discipline. This gives students the opportunity to reflect on their actions and repair harm to the school community. Restorative interventions may be an alternative to punitive consequences, or may be assigned in conjunction with punitive consequence.

Examples of Restorative practices:

- I-on-I conferences with staff
- Written reflections
- Service-Learning projects
- Peace Circles
- Peer conferencing
- Community Meetings
- Ongoing small group interventions

Assignment of Consequences based on Code of Conduct Violations:

When interventions or restorative approaches to student behaviors are attempted and the student's behaviors affect the safety or learning environment of others, additional consequences may be assigned by school personnel. Assigning consequences is the least desired option for Hebrew Public but may be necessary based on severity or repetition of behaviors outlined in the code of conduct.

In determining the appropriate consequence, school personnel will take the following steps:

- **Redirect** student behavior if possible to de-escalate the student and the exhibited behavior
- **Intervene** to minimize disruption, potentially dangerous behaviors, resolve conflict, and minimize the loss of instructional time
- **Gather information** from students, staff, and others who potentially witnessed behavior(s). (This may include use of internal security footage and/or footage or evidence provided to staff through electronic means). When potentially dangerous behaviors (Level 5 or 6) are reported, the designated staff member may begin gathering information by removing students from their designated educational setting
- **Objectively analyze** all of the information gathered, while factoring in information such as: student's age, the context in which the incident occurred, intent, services received by the student and any additional relevant or extenuating circumstances.
- **Determine** the appropriate consequence based on information gathered regarding the reported incident, as well as previous consequences assigned for similar or repeated behaviors.
- **Communicate** the findings of the information gathered and inform the student and family of the assigned consequence. (Please see appeals process below)

Definition of Consequences:

- **Reprimand.** A documented verbal warning to students, followed up by parent notification
- **Parent Conference.** A conference about behavior with an administrator, parent or guardian, and possibly the student.
- **Loss of Privilege** - Loss of the ability to participation and/or attendance at any extracurricular activity/event or field trip that isn't academically required/related.
- **Extracurricular Activity Suspension.** Suspension from extracurriculars - including, rehearsals, contests, and/ or performances. In addition to these consequences, students are also subject to school discipline
- **Community Repair** - An alternative to punitive consequences. The dean may assign the student to repair harm to the school community through a service-oriented approach
- **Intervention plan** - An intervention plan will be created as a result of an assessment of a student's behavioral concerns and/or behavioral patterns. This plan will be created via a multi-disciplinary team in conjunction with the student and the student's parent/guardian(s). The intervention plan will include identification of current and previous strengths, specific concerns that impede educational progress, multi-tiered systems of support and interventions, goals, and progress monitoring.
- **Detention** - An assignment of 30-45 minutes a supervised area before or after school or during a lunch or recess period.
- **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.
- **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.

B. Code of Conduct

The School has adopted a Code of Conduct that is described in detail below. It includes four levels of violations, and a range of potential consequences for these different levels. Please note that while the list of violations is reasonably comprehensive, it is not exhaustive. In other words, the School reserves the right to address under this Code student misbehavior that is of a level of seriousness equivalent to those in the Code, even where not specifically listed.

A disciplinary violation can be addressed under the School's Code of Conduct while the student:

- is at school and/or on school grounds
- is participating in school-sponsored activities

- is walking to or from school or a school-sponsored activity
- is walking to or from or waiting for school transportation
- is riding on school transportation (for example, the school bus)
- is riding on public transportation while on the way to or from school or to or from a school-sponsored activity.

The School may also impose consequences under this Code of Conduct for student behavior that, while occurring outside of school, has a substantial impact on other students or on staff or members of the school community.

The different levels (1-6) of severity of infractions are listed below, along with the range of interventions and consequences for each level. A given infraction may lead to more than one of listed consequences. For example, a level 4 infraction might result in a parent conference, community repair, and a suspension. Typically, higher level infractions will lead to more serious consequences, unless there are significant mitigating circumstances.

Level I

Infraction	Range of interventions and/or consequences
I-A Excessive noise in the hall or building causing interruption to the learning or others I-B Leaving the classroom without permission I-C Engaging in any behavior that is disruptive to the orderly process of classroom instruction I-D Loitering, or occupying an unauthorized place in the school or on school grounds I-E Failing to attend class without a valid excuse I-F Persistent tardiness to school or class (3 or more incidents per semester) I-G Use of the school’s network for the purpose of accessing non-educational materials, such as games and other inappropriate materials I-H Posting or distributing unauthorized written materials on school grounds	<ul style="list-style-type: none"> ● Reprimand ● Parent Conference ● Loss of Privilege ● Extracurricular Activity Suspension ● Community Repair ● Intervention Plan ● Detention

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Level 2

Infraction	Range of interventions and/or consequences
<p>2-A Leaving the school without permission</p> <p>2-B Plagiarizing, cheating and/or copying the work of another student or other source</p> <p>2-C Initiating or participating in any unacceptable minor physical actions (horseplay, play-fighting)</p> <p>2-D Failing to abide by school rules and regulations not otherwise listed</p> <p>2-E Use of profane, obscene, indecent, immoral, or offensive, language or gestures</p> <p>2-F Possession (physical control over, such as contained in clothing, lockers, or bags) and/or use of tobacco or nicotine products, matches, or cigarette lighters</p> <p>2-G Plagiarizing, cheating and/or copying the work of another student or other source</p> <p>2-H Repeated disregard for the instructions or direction of school personnel causing interruption to other students' participation in school activities</p> <p>2-J Unauthorized use or possession of cellular telephones or other information technology devices</p>	<ul style="list-style-type: none"> • Reprimand • Parent Conference • Loss of Privilege • Extracurricular Activity Suspension • Community Repair • Intervention Plan • Detention • Suspension (In-School)

Level 3

Infraction	Range of interventions and/or consequences
<p>3-A Use of profane, obscene, indecent, immoral, or offensive, language or gestures directed at students, staff, or visitors</p>	<ul style="list-style-type: none"> • Reprimand • Parent Conference • Loss of Privilege

<p>3-B Disruptive behavior on the school bus</p> <p>3-C Fighting – Acts of physical contact between two people with intent to harm, no injuries result</p> <p>3-D Profane, obscene, indecent, and immoral or seriously offensive language and gestures, propositions, behavior, or harassment based on race, color, national origin, sex, gender, sexual orientation, age, religion, gender identity, gender expression or disability</p> <p>3-E Second or more documented violation of a Group 1 or 2 behavior category</p> <p>3-F Forgery – false and fraudulent making or altering of a document pertaining to student information, or falsely representing any document on school letterhead/branding</p> <p>3-G Second or more documented act of plagiarizing, cheating and/or copying the work of another student or other source</p> <p>3-H Overt display of gang affiliation</p> <p>3-J Gambling - Using money or property</p> <p>3-K Bullying behaviors – conduct directed towards a student that can be reasonably predicted to cause fear of physical or mental harm, harm to property, and/or interfere with student’s ability to participate in school or school activities</p>	<ul style="list-style-type: none"> ● Extracurricular Activity Suspension ● Community Repair ● Intervention Plan ● Detention ● Suspension (in or out of school)
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Level 4

Infraction	Range of interventions and/or consequences
<p>4-A False activation of a fire alarm that does not cause a school facility to be evacuated or does not cause emergency services to be notified</p>	<ul style="list-style-type: none"> ● Parent Conference ● Loss of Privilege

<p>4-B Obtaining money, goods, or services through means of coercion or intimidation</p> <p>4-C Threatening behaviors – any written, verbal, or physical action which may cause others to expect an immediate physical altercation</p> <p>4-D Purposeful or malicious destruction or of others (including school property) up to \$100</p> <p>4-E Fighting – physical contact between more than two people with intent to harm, or physical contact between two people with intent to harm that results in injury</p> <p>4-F Unauthorized control over the physical property of another or possession (physical control over, such as contained in clothing, lockers or bags) of stolen property that costs less than \$150</p> <p>4-G Any extreme behavior not otherwise defined in Groups 1 through 4 of this code that very seriously disrupts the educational process</p> <p>4-H Initiating or participating in inappropriate physical contact with school personnel, such as pushing school personnel out of the way in order to physically fight with another student, with no intent to harm school personnel</p>	<ul style="list-style-type: none"> ● Extracurricular Activity Suspension ● Community Repair ● Intervention Plan ● Detention ● Suspension (in or out of school) ● Long-Term Suspension & Expulsion
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Level 5

Infraction	Range of interventions and/or consequences
<p>5-A Use or possession of alcohol in school or at, before, or after a school related function, documented behavior</p> <p>5-B Aggravated assault – assault with a deadly weapon or done by a person who conceals</p>	<ul style="list-style-type: none"> ● Parent Conference ● Loss of Privilege ● Extracurricular Activity Suspension. ● Community Repair

his/her identity, or any assault against school personnel

5-C Burglary – knowingly and without authority entering or remaining in a building or vehicle with intent to commit a felony or theft therein

5-D Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$150

5-E Use of intimidation, credible threats of violence, coercion, or persistent severe bullying. Intimidation is behavior that prevents or discourages another student from exercising his/her right to education, or using force against students, school personnel and school visitors. For severe bullying, see the Anti-Bullying Policy before assigning an intervention or consequence.

5-F Gang activity or overt displays of gang affiliation

5-G Inappropriate sexual conduct, including unwelcome sexual contact, indecent exposure, transmitting sexually suggestive images through information technology devices,

5-H Engaging in or attempting any illegal behavior which interferes with the school's educational process

5-J Use of any computer, including social networking websites, or use of any information technology device to threaten, stalk, harass, bully or otherwise intimidate others. This may include, hacking (intentionally gaining access by illegal means or without authorization) into the school's network to access student records or other unauthorized information

5-K Vandalism (willful or malicious destruction or defacing of property) or criminal damage to property that results in damage exceeding \$500 or that is done to personal property belonging to any school personnel

- Intervention Plan
- Detention
- Suspension (in or out of school)
- Long-Term Suspension & Expulsion

<p>5-L Inappropriate consensual sexual activity</p> <p>5-M Use or possession of illegal drugs, narcotics, controlled substances, “look-alikes” of such substances, or use of any other substance for the purpose of intoxication in or before school or a school-related function</p> <p>5-N, use or possession of alcohol in school or at, before or after a school-related function</p>	
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Level 6

Infraction	Range of interventions and/or consequences
<p>6-A Use, possession, and/or concealment of a firearm/destructive device or other weapon or “look-alikes” of weapons</p> <p>6-B Arson – knowingly damaging, by means of fire or explosive, a building and/or the personal property of others</p> <p>6-C Bomb threat – false indication that a bomb, or other explosive of any nature, is concealed in a place that would endanger human life if activated</p> <p>6-D Theft (obtaining or exerting unauthorized control over) or possession (physical control over, including in clothing, lockers, or bags) of stolen property that costs more than \$1,000</p> <p>6-E Robbery – taking personal property in the possession of another by use of force or by threatening the imminent use of force</p> <p>6-F Sale, distribution, or intent to sell or distribute alcohol, illegal drugs, narcotics, controlled substances, “look-alikes” of such substances, contraband, or any other substance used for the purpose of intoxication,</p>	<ul style="list-style-type: none"> ● Parent Conference ● Extracurricular Activity Suspension. ● Community Repair ● Intervention Plan ● Suspension (in or out of school) ● Long-Term Suspension & Expulsion

<p>6-G G Sex acts which include the use of force</p> <p>6-H Battery that causes great harm, is done by a person who conceals his/her identity, or aiding and abetting in the commission of such battery</p>	
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Please note that behavior violations in Level 5 and 6 typically involve serious and potentially illegal incidents of misbehavior that cause significant risk or harm to the school community. These violations are therefore more likely to result in more severe consequences such as long-term suspension or even expulsion.

School officials will report student behavior to law enforcement authorities wherever they are required to do so by law or to maintain the safety and security of the School and its students and staff.

C. Firearm Violations

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

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

I.20(42), who has been determined to have brought a weapon or firearm to school to the appropriate law enforcement officials.

D. Levels of Suspension & Due Process Procedures

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.

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 the School's complaint policy.

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.

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 to the Board of Trustees. NOTE: In any instance where the Head of School is directly involved in the instance(s) at issue for a suspension or expulsion (for example, an assault upon the Head of School), the Head of School shall appoint a designee to handle any investigation, hearing and determination.

Provision of Services during Removal

The School will ensure that alternative educational services are provided to a student 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.

E. Student Disciplinary Records

The School 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. The School will comply with the New York State Department of Education's data collection requirements for 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. The School 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.

F. Disciplinary Policies for Students with Special Needs

In addition to the discipline procedures applicable to all students, the School shall implement the following disciplinary policy procedures with respect to students with disabilities. A student not specifically identified as having a disability but whose school district of residence or charter school, prior to the behavior which is the subject of the disciplinary action, has a basis of knowledge—in accordance with 34 CFR 300.527(b)—that a disability exists may request to be disciplined in accordance with these provisions. HLA 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 Code of Conduct 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.

The School 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.

The School 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, the School 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:

- I. Convene a CSE meeting within 10 school days to make a manifestation determination

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

Provision of Services during Removal of a Student with a Disability

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. The School also shall provide additional alternative instruction with the reasonable promptness and by appropriate means to assist the student, so that the student is given full opportunity to complete assignments and master curriculum, including additional instructions, phone assistance, computer instruction and/or home visits and one-on-one tutoring.

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

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

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

CSE Meetings

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

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

Due Process

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

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

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

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

G. Prohibition on Corporal Punishment

No employee or agent of the School shall inflict corporal punishment upon a student as a penalty for unacceptable conduct. The term "corporal punishment" means any act of physical force upon a student for the purpose of punishing that student. The term does not mean the use of reasonable physical force by a teacher or staff member to protect himself or herself from physical injury; to protect another person from physical injury; to protect property; or to restrain or remove a student whose behavior is interfering with school functions, provided that alternative methods not involving the use of physical force cannot reasonably be employed.

H. Searches

The school reserves the right to conduct occasional searches of school property (including desks and lockers), and students' personal possessions to protect the safety of students and staff and to enforce school rules and all applicable laws and regulations.

The Head of School or a designee may conduct searches of students and their belongings if there is a reasonable suspicion that the search will result in evidence that the student violated school policy or the Code of Conduct. Before conducting a search, the school will question the student regarding whether he/she possesses physical evidence indicating that he/she violated school policy or the Code; and attempt to obtain voluntary consent to the search from the student. If consent is not obtained, but reasonable suspicion exists, the search may proceed. Searches will be limited to the extent necessary to locate the evidence sought.

Given the intrusive nature of a search that requires a student to remove any clothing other than outer clothing, the Head of School will notify law enforcement if such a search is necessary, unless the School had evidence that failure to conduct an immediate search would pose an imminent danger to health or safety.

Students will be present when their possessions are searched, if possible.

Part VI: Additional School Policies

A. Internet Usage, Email, and Social Media

Internet usage

Hebrew Public charter schools are not liable for the actions of anyone connecting to the Internet; all users shall assume full liability, legal, financial or otherwise, for their actions. Further, each school takes no responsibility for any information or materials transferred through the Internet and makes no guarantees, implied or otherwise, regarding the reliability of the data connection. The school is not liable for any loss or corruption of data while users are on the Internet. The school reserves the right to examine all data stored in the computers with Internet capability to ensure that all users are in compliance with all applicable rules and regulations.

If you do not wish for your child to access the Internet as an educational resource, please speak with your child's teacher directly.

Inappropriate Internet use

The following uses of the Internet are unacceptable:

- Use for activities unrelated to the school
- Use in violation of federal, state, or local laws, including sending or receiving copyrighted material without permission
- Commercial use
- Sending patently harassing, intimidating, abusive, or offensive material to or about others, in messages public or private
- Sending chain letters or pyramid schemes, "broadcasting" inappropriate messages to lists or individuals, and any other use that would congest the Internet or otherwise interfere with the work of others
- Sending or receiving pornographic material, inappropriate text files, or files dangerous to the integrity of the network
- Vandalizing, defined as any deliberate attempt to change files not belonging to the user or to harm or destroy the work, systems, or data of another user, including uploading or creating computer viruses
- Engaging in the illegal distribution of software ("pirating")
- Knowingly using another person's password, misrepresenting one's identity, or giving one's own password to others
- Failing, when downloading information, to comply with any associated terms or conditions specified by the supplier of that information
- Expressing personal views or opinions and failing to identify them as one's own and not those of the school
- Circumventing security measures on school or remote computers or networks

Social media

Social networking has become an integral part of many lives, and we recognize and respect the value of such outlets for receiving and sharing information and developing personal and professional connections. Whether to permit a child to access social media is a family decision, but most social media sites prohibit those younger than 13 from participating and students may not connect with any such sites at school. Should your student engage in social networking outside of school, he or she should espouse the same values and behaviors online as offline in the school building:

- Be a friend not a bully, and keep things positive
 - Be honest
 - Accept responsibility for mistakes and try to make them right
 - Remember that quality matters and it is difficult if not impossible to erase an online footprint fully
 - Think about the consequences of your actions, including your posts
- All members of the School community are asked to abide by the following guidelines in the use of social media:
- Be clear that you are speaking for yourself, and not on behalf of the School
 - Respect copyright, fair use, and other disclosure laws
 - Use respectful language, and be careful to avoid language that could be viewed as insulting by readers
 - Do not share confidential or proprietary information of the School
 - Do not share any information about students, including photographs, contact information, names of family members, or anything else specific to any student enrolled in the network
 - Do not disparage the School or the school community

General protections

Staff members are not permitted to “friend” or “follow” students via social media.

Students should bear in mind the risks of the online realm, never share secrets online, and keep passwords and all personal information private.

There are two important federal laws designed to protect children online. The Children’s Online Privacy Protection Act (COPPA) was enacted in 1998 to protect students under 13 from having their personal information collected without the consent of a parent or guardian. COPPA is the reason many social networking sites require participants to be 13 or older. The Children’s Internet Protection Act (CIPA) was enacted in 2000, and it requires that schools provide Internet filtering to prevent student access to offensive content. The school has a filter, and a CIPA-compliant Internet safety policy. For a copy of the policy, please contact the school office.

B. Dignity for all Students Act (DASA) Policy

The School, its Board, and Hebrew Public are committed to providing a safe and productive learning environment within the charter school. In accordance with New York State's Dignity for All Students Act (DASA), the School is committed to promptly addressing incidents of harassment and/or discrimination of students that impede students' ability to learn. This includes bullying, taunting, or intimidation in all their myriad forms.

Student Rights - No student shall be subjected to harassment by employees or students on school property or at a school function, nor shall any student be subjected to discrimination based on the student's actual or perceived race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender, or sex, by school employees or students on school property or at a school function.

In addition, the School reserves the right to discipline students, consistent with our Code of Conduct, who engage in harassment of students off school property under circumstances where such off-campus conduct 1) affects the educative process; 2) actually endangers the health and safety of the School's students within the educational system; or 3) is reasonably believed to pose a danger to the health and safety of the School's students within the educational system. This includes written and/or verbal harassment which materially and substantially disrupts the work and discipline of the school and/or which school officials reasonably forecast as being likely to materially and substantially disrupt the work and discipline of the school.

Dignity Act Coordinator (DAC) - The School designates the Head of School as the Dignity Act Coordinator (DAC) for the School. The DAC is trained to handle human relations in the areas of race, color, weight, national origin, ethnic group, religion, religious practice, disability, sexual orientation, gender and sex. The DAC will be accessible to students and other employees for consultation and advice.

Reporting and Investigating - Personnel at all levels are responsible for reporting harassment of which they have been made aware to their immediate supervisor. Any student who believes that s/he is being subjected to harassment, as well as any other person who has knowledge of or witnesses any possible occurrence of harassment, shall report the harassment to any staff member or to the Head of School. A staff member who witnesses harassment or who receives a report of harassment shall inform the Head of School. The Head of School shall promptly investigate the complaint and take appropriate action to include, as necessary, referral to the next level of supervisory authority (e.g. the Board of Trustees) and/or other official designated by the Board to investigate allegations of harassment. Follow-up inquiries and/or appropriate monitoring of the alleged harasser and victim shall be made to ensure that harassment has not resumed and that those involved in the investigation of allegations of harassment have not suffered retaliation.

Material incidents of discrimination and harassment on school grounds or at a school function will be reported to the State Education Department as required by law.

No Retaliation - The School prohibits any retaliatory behavior directed against complainants, victims, witnesses, and/or any other individuals who participate in the investigation of allegations of harassment. All complainants and those who participate in the investigation of a complaint in conformity with state law and School policies, who have acted reasonably and in good faith, have the right to be free from retaliation of any kind.

C. Health Policies and Procedures

School Nurse

The School Nurse is a direct employee of the NYC Department of Education. The nurse is on post from 7:30 a.m. to 3:30 p.m. daily. If a student is injured, the faculty member in charge will bring him or her to the School Nurse. In a medical emergency in school, the School Nurse will be notified immediately. The School Nurse may determine if a child must go home for medical reasons. In the event that the School Nurse is not present, the School must receive permission from a child's parent or legal guardian to allow the child to go home for medical reasons.

The School Nurse will request health records from each student in addition to the immunization information requested at registration. The Nurse will maintain health records for each student enrolled at the School.

Medication Administration

Students are not permitted to self-medicate, and Hebrew Public charter schools do not issue any form of medication to students, including over-the-counter drugs such as aspirin or Tylenol, except at the direction of a doctor.

The School Nurse must administer all medication and only when the following requirements are met:

- The school has received written authorization from the parent or legal guardian for each medication in the form of a complete and signed Parental Request for Administration of Prescribed Medication form (available in the school office).
- The school has received a doctor's written permission to administer prescribed medication. (For prescription medication, the pharmacy label serves as the doctor's permission.)
- The medication label states all of the following: the student's name, directions for use, the name of the drug, the physician's name, the prescribed dosage, and the expiration date.
- Medication is stored in its original container in the Nurse's office with the corresponding signed Parental Request for Administration of Prescribed Medication form.

CPR and Defibrillation

The School has access to an Automatic External Defibrillators ("AED") for emergency purposes. An AED is a portable, lightweight, automatic external defibrillator that is used to shock the heart of a person who is undergoing sudden cardiac arrest. The use of this piece of equipment requires training and is an essential part of administering emergency first aid immediately to a heart attack victim. The AED enables a trained individual to provide potentially lifesaving assistance in an emergency. Since sudden cardiac arrest can strike anyone at any time, it is vital to know what to do and who to call to perform CPR and defibrillation.

Immunization Requirements

Hebrew Public charter schools comply with state laws governing students' health, immunization, and health records. The law requires that a student's immunization records are obtained before permitting him or her to attend school, and that these records are updated every year.

Illness and exclusion policy

If a student shows any symptoms of illness, such as a high temperature, nausea, diarrhea, sore throat, or rashes, he or she should not come to school until the seriousness of the condition has been determined or the symptoms have disappeared. Such precaution hastens the student's recovery and helps reduce the spread of infections at school.

The school removes any student who shows such symptoms from the regular program, and contacts the parent or guardian to make arrangements for the student to be picked-up as soon as possible. If the parent or guardian cannot be reached, the school would call the person(s) designated as the emergency contact(s). It is essential that you list people as emergency contacts who are able to pick-up your student if we cannot reach you. It is also critically important that we have accurate phone numbers of parents and guardians and all secondary contacts. **An ill or injured student must be picked up within one hour of our call.**

If a student's condition warrants immediate medical attention, the school will contact the student's healthcare provider or our local emergency resource.

Communicable diseases

The parent or guardian must notify the school immediately if a student has contracted a communicable disease (i.e., strep throat, or pink eye) so the school may take action to protect other students by notifying families of those potentially at risk. If more than one case of a communicable disease occurs in a single homeroom, the school would contact our consultant from the local health department to seek advice and ensure that appropriate actions are taken. In the event of an epidemic, special precautions or exclusion policies may be necessary.

Contact your doctor about when it is appropriate to return to school if your student has a communicable disease. The doctor's note returning the student to school should identify when the student is allowed to come back.

Reporting Suspected Child Abuse or Neglect

If any employee of the school has reasonable cause to suspect on the basis of his/her professional or other training and experience that a student enrolled at the school is being abused and/or neglected, the employee is required by law to call and file an oral report with state authorities. All members of the faculty take this responsibility seriously and are committed to executing their legal obligations accordingly.

D. Emergency Procedures

Emergency contacts

Parents or guardians of all students are required to complete an emergency form that contains a medical release statement giving the school permission to seek medical attention for the student in case of an emergency. This information is kept with the School receptionist, the school nurse, and the homeroom teacher. In the event of an emergency, the School uses a “one-call” system to notify families of any emergencies via phone or text. It is essential that parents or guardians notify the school immediately if their addresses or phone numbers change.

Accidents

The School notifies parents or guardians immediately of any accidents involving more than minor bruises or scrapes. Such accidents are recorded in an accident report form and filed in the school office for future reference. For minor injuries, a certified staff member administers first aid on site as appropriate. If it appears the accident is more serious, first aid would be administered immediately; and a school official would contact the student’s parent, guardian, or designated emergency contact to pick-up the student for medical care. In cases where the parents or guardians or the designated emergency persons cannot be reached and immediate medical attention is needed, a school official would call 911 for treatment and/or transportation to a hospital. A staff person would accompany the student and stay until the parent or guardian arrives. In some emergency situations, the staff may contact 911 before calling the parent or guardian.

E. Distribution of Materials Unrelated to School

Hebrew Public charter schools recognize that students and employees have the right to express themselves on school property, which includes the right to distribute, at a reasonable time and place and in a reasonable manner, material that is not sponsored by the school. To protect these individual rights, while preserving the integrity of the educational objectives and responsibilities of the school, all parents and guardians, students, and employees must adhere to the following regulations and procedures regarding distribution of non-school-sponsored material on school property and at school activities:

- The School administration reviews requests for distribution of materials that are not sponsored by the school on a case-by-case basis
- Distribution of materials deemed inappropriate by the School is prohibited
- The School administration determines the time, place, and manner of the distribution of materials not sponsored by the School, and such materials may not be distributed during a normal school activity.

F. Solicitation on School Property

Staff members of Hebrew Public and our network schools and the families of our students should not feel compelled to donate money or participate in unwanted solicitation. Therefore, we do not allow solicitation on school property without the permission of the school director or an officer of Hebrew Public. Non-employees, including parents, guardians, and other family members, may not solicit on school property at any time.

G. Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of students' education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents or guardians certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents, guardians or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents, guardians or eligible students to review the records. Schools may charge a fee for copies.

- Parents, guardians or eligible students have the right to request that a school correct records that they believe to be inaccurate or misleading. If the School decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible

student has the right to place a statement with the record setting forth his or her view about the contested information.

- Generally, schools must have written permission from the parent or eligible student to release any information from a student’s education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR §99.31):
 - School officials with legitimate educational interest
 - Other schools to which a student is transferring
 - Specified officials for audit or evaluation purposes
 - Appropriate parties in connection with financial aid to a student
 - Organizations conducting certain studies for or on behalf of the school
 - Accrediting organizations
 - To comply with a judicial order or lawfully issued subpoena
 - Appropriate officials in cases of health and safety emergencies
 - State and local authorities, within a juvenile justice system, pursuant to specific state law

Directory Information

Schools may disclose, without consent, “directory” information such as a student’s name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents, guardians, and eligible students about directory information and allow parents, guardians, and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents, guardians, and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information, you may call 1-800-USA-LEARN (1-800-872-5327) (voice). Individuals who use TDD may call 1-800-437-0833. Or you may contact the following address:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue
SW Washington, DC 20202-8520

H. Notice of Intent to Disclose Student Directory Information

Pursuant to the Family Educational Rights and Privacy Act and/or Part B of the Individuals with Disabilities Education Act, adult students and the parents/legal guardians of minor students may request that a school refrain from publishing directory information regarding the student. Directory information includes but is not limited to name, class, date of birth and home address.

If a school provides notice that it intends to publish directory information, it may do so if no written objection is filed with the school after a reasonable period of time after notice is provided.

You are hereby notified that the School may possibly publish the directory information indicated on the attached form. If you object to the publication of some or all of this information, please use the attached form to indicate your objection. For those items that you object to being published, please put a checkmark in the space to the right of those items and then return the form to the school office no later than **October 1 of the current school year**. Please also be sure to fill out the information at the bottom of the attached form (student's name, your name, the date and your signature). Please note that if you do not return the attached form to the school by **October 1** we will assume that you have no objection to the publication of this information.

Thank you for your attention to this matter. If you have any questions, please contact the main office at info@sihebrewpublic.org.

**Directory Information Form
Staten Island Hebrew Public Charter School
2018-19**

Please put an "X" next to those items you do NOT want placed in a Directory. Please return to school no later than October 1, 2018. If you do not return the form by this date, we will assume you do not object to these items being in a Directory if we do publish one.

Name _____

Parent/Guardians _____

Date of Birth _____

Address _____

Telephone Number _____

E-Mail Address _____

Student's Name: _____

Print Your Name: _____

Signature: _____

Date: _____

I. Freedom of Information Law

Any requests for school records or information from the School must be in writing and submitted to the Director of Operations. Within five business days of receipt of a written request, the School, depending on the requested information, will respond by making the information available at the school itself during normal business hours to the person requesting it; denying the request in writing; or providing a written acknowledgment of receipt of the request that supplies an approximate date for when the request will be granted or denied. If the person requesting information is denied access to a record, s/he may, within 30 days, appeal such denial to the school director.

Upon timely receipt of such an appeal, the school, within ten business days of the receipt of the appeal, will fully explain the reasons for further denial or provides access to the record(s) sought. The School will also forward a copy of the appeal, as well as its ultimate determination, to the Committee on Open Government. If further denied, the person requesting information may appeal through an Article 78 proceeding.

The School may deny access to requested records if any of the following conditions apply:

- Such records are specifically exempted from disclosure by state or federal statute
- Such access would constitute an unwarranted invasion of personal privacy
- Such records, if disclosed, would impair present or imminent contract awards or collective bargaining negotiations
- Such records are trade secrets and which, if disclosed, would cause substantial injury to the competitive position of a commercial enterprise
- Such records are compiled for law enforcement purposes and which, if disclosed, would meet the conditions set forth in Public Officers Law §87(2)(e)
- Such records, if disclosed, would endanger the life or safety of any person
- Such records are computer access codes.

J. Special Events

Birthday Celebrations

We delight in celebrating your child's birthday at school with his or her friends and teachers! Each classroom teacher will acknowledge your child's birthday in an appropriate and joyful way within the school day. **The School is a nut-free facility** and provides snacks for grades K-2 during snack time through the School's food vendor in accordance to State Education Department guidelines. **The School requests that parents do not provide any cakes, cupcakes, edible items, or gift bags for birthday celebrations.** We have students with severe allergies, and bringing in items that could potentially put a student's life in danger is prohibited for this purpose. In order to ensure continuity of the classroom's schedule, we will serve the daily snack each day as per SED food guidelines. We ask that parents and relatives not visit the class for birthday celebrations. Please note also that birthday party invitations may not

be distributed in school facilities. We need your full cooperation in this matter and we appreciate your understanding of the nutrition guidelines we adhere to in the best interest of all of our students.

Field Trips

Field trips are off-campus activities that extend and enhance classroom learning. All students are expected to participate in field trips since they are curriculum-based. These trips occur during the school day. General requirements for field trips:

- Written permission is required for all field trips to sites other than the School property.
- Generally, the Walking Trip Parent Permission form is signed at the beginning of the school year and covers all walking trips.
- Permission Slips for trips throughout the year will be issued for each trip. Parents must be informed as to the activities involved in the trip.
- **No child will leave school premises on a trip without the School having obtained expressive written permission from the parent.**
- Vehicular seatbelts must be worn on all field trips.
- Your child's teacher will send home advance notice of planned field trips. These notices will give you more detailed information about these trips. If you plan to volunteer as a chaperone for a field trip, it is expected that you adhere to the following:
 - a) You may not bring your other children with you.
 - b) You assist the teacher in charge on the trip.
 - c) You supervise a small group of students.
 - d) You adhere to our 'no sharing' policy (food, candy, liquids).

The School reserves the right to select chaperone volunteers at its discretion.

K. School Meals

Daily Meals

The School serves two meals daily, and snack for grades K-2. Parents are required to complete a Family School Meals Application. These forms are a way for the School to claim Federal and State reimbursements for meals served and a basis for claiming other school funding sources. If you have any questions, please contact the Director of Operations.

Meal Charge Policy

The School recognizes that on occasion, students may forget to bring money to school to pay for meals. To promote responsible student behavior and to minimize the financial burden on the school, the school will allow students to charge the cost of a meal to be paid back at a later date, subject to the terms of this policy.

- No more than three (3) meals may be charged.

- After the third charge, a letter will be mailed to the parent, advising of the outstanding balance. The school's operation's team will also call the parents to arrange for payment.
- When a student exceeds the charge limit, the student will be provided with milk & grain component at breakfast and a sandwich, fruit & milk component at lunch.

Please note:

No student will be deprived of school meals because he/she is economically disadvantaged. Families who wish to apply for free or reduced meals must complete an application, which can be obtained from the school office.

No Sharing Policy

The School does not allow students to share any food items during breakfast, lunch, or snack.

No Sugary Drinks, Fast Food, Candy or Gum

For families who send their children to school with a homemade lunch, please note that sugary drinks (including soda), any type of fast food, candy and gum are prohibited in school. In the best interest of your child's nutrition, the school does not distribute these food items in school. Students in possession of these items will have them confiscated. Additionally, students may not bring in drinks in glass bottles. We ask that parents who send their children with breakfast, lunch, or snack cooperate with us in implementing this policy. We need your collaboration and we appreciate your consideration in this matter.

Nut and Seed Free

We are a nut and seed free environment. Please help us insure the safety of everyone at the School by refraining from sending any foods that contain nuts or seeds.



Board of Trustees Meeting

January 24, 2019

6 pm

555 8th Avenue
Suite 1703

New York, NY 10018

Minutes

Trustees Present

Selina Brown Grey*
Mark Fink
Angela Mirizzi Olsen*
Leticia Remauro*
Noemi Zibuts*

Also Present:

Elly Rosenthal, Hebrew Public

* Denotes by video conference

1. Call to Order

Mark Fink called the meeting to order at 6:04 pm and reminded everyone in attendance to sign up for public comments if they wished to speak.

2. Adoption of Agenda

Mark Fink made a motion to adopt the January 2019 Agenda. Noemi Zibuts seconded and the motion carried unanimously.

3. Approval of Minutes

Angela Olsen made a motion to adopt the December 2018 Minutes. Selina Grey seconded and the motion carried unanimously.

4. Action Items

- a. After a discussion and review of drafts, Leticia Remauro made a motion to adopt the following organizing resolutions:
- School Disciplinary Code
 - FERPA Form for Students
 - School Complaint Policy for Parents/Guardians
 - Engagement of Cohen Schneider PC as School Counsel
 - Initial Operating Budget
 - CMO agreement with Hebrew Public
 - School Enrollment Policy

Angela Olsen seconded and the motion carried with Mark Fink and Noemi Zibuts abstaining on the CMO agreement with Hebrew Public action item. As such, the board passed the following resolution(s):

**ORGANIZING RESOLUTIONS OF THE
BOARD OF TRUSTEES**

January 24, 2019

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 School Disciplinary Code, attached hereto as **Exhibit A**, are hereby adopted and approved;

BE IT FURTHER RESOLVED, that the FERPA Form for Students, attached hereto as **Exhibit B**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the School Complaint Policy for Parents and Guardians, attached hereto as **Exhibit C**, is hereby adopted and approved;

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

BE IT FURTHER RESOLVED, that the Initial Operating Budget, attached hereto as **Exhibit E**, is hereby adopted and approved;

BE IT FURTHER RESOLVED, that the Board approves the engagement of the law firm Cohen Schneider Law, P.C. (“CSLAW”) as legal counsel for the School;

BE IT FURTHER RESOLVED, that the Board approves entering into the Education Services Agreement (the “ESA”) with Hebrew Public attached hereto as **Exhibit F** to enable to Board to delegate management authority of the School to Hebrew Public, as contemplated by the School’s approved Charter and as detailed in the ESA;

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 shall include Hebrew Public) of the School be, and each of them hereby is, authorized and directed in the name and on behalf of the School, to with the assistance of CSLAW, 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 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.

5. Public Comments

None.

6. Adjournment

Mark Fink made a motion to adjourn. Angela Olsen seconded and the motion carried unanimously. The meeting was adjourned at 6:47 pm.



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.

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.

1. 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 school 2. 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 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)

<p>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.)</p> <p>7. Posting or distributing material on school premises in violation of written Hebrew Language Academy's rules.</p> <p>8. Using school computers, faxes, telephones, or other electronic equipment without permission. Using or touching other people property without permission (both teachers' and peers' property, belongings, equipment, supplies, etc.)</p>	
<p>Level #2 Infractions (Disorderly, Disruptive Behaviors)</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, tipping, 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 	<p>Range of Possible Disciplinary Responses</p> <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)

<p>(whenever possible and appropriate, prior to imposing a Level 2 disciplinary response, school should have exhausted the disciplinary responses in Level 1 infractions)</p>	
<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 belongings 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> <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)** 	<p style="text-align: center;">Range of Possible Disciplinary Responses</p> <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> <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 	<p style="text-align: center;">Prohibited Weapons – Category 2</p> <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, chukka 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. 	
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II. Levels of Suspension & Due Process Procedures

A. SHORT TERM SUSPENSION

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

Disciplinary Infractions

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

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

Procedures and Due Process for Short Term Suspension

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

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

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

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.



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 _____

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')



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.

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
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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
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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
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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 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 Developmt.)		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
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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
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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
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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 & 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 2020-21	Year 2 2021-22	Year 3 2022-23	Year 4 2023-24	Year 5 2024-25
*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5					
REVENUE					
REVENUES FROM STATE SOURCES					
Per Pupil Revenue Percentage Increase					
	0.0%	0.0%	0.0%	0.0%	0.0%
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	798,305
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

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		



- 1. Call to Order and Reminder to Sign Up for Public Comments**
- 2. Adoption of December 2018 Agenda**
- 3. Facilities Update**
- 4. Action Items**
 - a. Adoption of organizing resolutions:**
 - **By-Laws**
 - **Conflict of Interest Policy**
 - **Code of Ethics**
 - **FOIL Policy**
 - **Public Comment Period Policy**
 - **Board Calendar 2018-2019**
 - b. Setting the fiscal year start date as July 1**
 - c. Electing the slate of officers for the remainder of the 2018-2019 school year:**
 - **Leticia Remauro, Chair**
 - **Shelley Jain, Vice-Chair**
 - **Yelena Sklyar, Treasurer**
 - **Mark Fink, Secretary**
 - d. Authorizing the officers of the School to file an application for an exemption under Section 501(c) (3)**
 - e. Authorizing the officers of the School to open bank accounts**
- 5. Public Comments**
- 6. Adjournment**

**BY-LAWS
OF
STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL**

**ARTICLE I
NAME**

The name of this Corporation is Staten Island Hebrew Public Charter School (the "School").

**ARTICLE II
MEMBERSHIP**

The School has no members. The rights which would otherwise vest in the members vest in the trustees of the School (hereinafter the "Trustees"). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter the "Board").

**ARTICLE III
BOARD OF TRUSTEES**

Section 1. Powers. The Board shall conduct or direct the affairs of the School and exercise its powers, subject to the provisions of applicable law (including the New York Education Law, Not-for-Profit Corporation Law and Open Meetings Law), as well as the requirements of the School's charter and these By-laws. The Board may delegate the management of the activities of the School to others, so long as the affairs of the School are managed, and its powers are exercised, under the Board's ultimate jurisdiction. Without limiting the generality of the powers hereby granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these By-laws, and the following specific powers:

- (a) To elect and remove Trustees;
- (b) To select and remove Officers, agents and employees of the School; to prescribe powers and duties for them and to fix their compensation;
- (c) To conduct, manage and control the affairs and activities of the School, and to make rules and regulations;
- (d) To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the School;
- (e) To carry on the business of operating the School and apply any surplus that results from the business activity to any activity in which the School may engage;
- (f) To act as Trustee under any trust incidental to the School's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust;

- (g) To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property;
- (h) To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities, subject to the provisions of the Not-for-Profit Corporation Law and any limitations noted in the By-laws; and
- (i) To indemnify and maintain insurance on behalf of any of its Trustees, Officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the applicable provisions of the Not-for-Profit Corporation Law and the limitations noted in these By-laws.

Section 2. Number of Trustees. The number of Trustees of the School shall be not fewer than five (5) and shall not exceed fifteen (15).

Section 3. Election of Trustees. The Board shall elect the Trustees by the vote of a majority of the Trustees then in office. Trustees-elect assume office upon approval by the New York State Education Department's Charter Schools Office.

Section 4. Eligibility. The Board may elect any person who is not an employee of the School and who is at least eighteen (18) years old and who, in its discretion, it believes will serve the interests of the School faithfully and effectively.

Section 5. Term of Office. Trustees shall hold office for a term of three (3) years. Trustees may succeed themselves in office and there shall be no limits on the number of terms a Trustee may serve. Notwithstanding the foregoing, at the initial meeting of the Board after the School receives its Charter, the initial Trustees shall be divided evenly (or as close to evenly as possible) into three (3) classes as follows: one (1) class of Trustees whose initial term which shall expire in June 2019, one (1) class of Trustees whose initial term shall expire in June 2020 and one (1) class of Trustees whose initial term shall expire in June 2021. For the avoidance of doubt, if re-elected, Trustees with an initial term shorter than three (3) years (or new Trustees) shall be re-elected for three (3) year terms.

Section 6. Interested Persons.

- (a) Not more than forty percent (40%) of the persons serving on the Board may be (i) persons currently being compensated by the School for services rendered to it within the previous twelve (12) months; or (ii) a sister, brother, ancestor, descendant, spouse, domestic partner, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law, cousin or cousin-in-law of any such person.
- (b) Not more than forty percent (40%) of the voting persons on the Board may be directors, officers, employees, agents or otherwise affiliated with any single entity (with the

exception of the School or another charter school), regardless of whether said entity is affiliated or otherwise partnered with the School. For the purposes of the foregoing sentence, “single entity” shall mean any individual entity, as well as any and all related entities to such entity such as parents, subsidiaries, affiliates and partners. The New York State Education Department, on behalf of the Board of Regents may, in its sole discretion, waive this restriction upon written request from the School.

(c) Where the School has engaged a not-for-profit educational service provider or other entity that provides comprehensive management services to the School pursuant to a contract between such entity and the School, no more than two (2) Trustees may be affiliated with such not-for-profit entity, or have immediate family members so affiliated, and one (1) such Trustee’s affiliation is limited to serving as director of such entity; provided, however, that in such case the following restrictions shall apply:

- (i) termination of the contract with the not-for-profit educational service provider or other entity shall constitute cause for removal of such person(s) from the Board, and upon such termination such person(s) may be removed from the Board by vote of the Board provided there is a quorum of at least a majority of the entire Board present at the meeting;
- (ii) such person(s) shall not hold the offices of Chairperson or Treasurer of the Board;
- (iii) when the Board has proper grounds to go into executive session pursuant to the New York Open Meetings Law (“Open Meetings Law”), and the Board is to discuss or vote upon an issue related to the not-for-profit management company or entity, the personnel of such company or entity, or such person(s), the Board may, after such person(s) has had an opportunity to fully address the Board, continue such executive session outside of the presence of such person(s); and
- (iv) the number of Trustees on the Board shall not be less than seven (7) where two (2) Trustees are affiliated with the not-for-profit entity and not less than six (6) where one (1) Trustee is affiliated with the not-for-profit entity.

Section 7. Removal of Trustees. The Board may remove or suspend a Trustee with cause by vote of a majority of the entire Board on examination and due proof of the truth of a written complaint by any Trustee of misconduct, incapacity or neglect of duty, in accordance with Section 226(8) of the Education Law and other such sections of the Education Law and the Not-for-Profit Corporation Law. In accordance with the procedures set forth in the Education Law, the Board of Regents may remove any Trustee for misconduct, incapacity, neglect of duty, or where it appears to the satisfaction of the Regents that the Board has failed or refuses to carry into effect its educational purposes.

Section 8. Resignation by Trustee. A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective upon receipt of such notice, or at any later date specified in the notice. The acceptance of a resignation by the Board Chair or Secretary shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or

duty of a Trustee. If any Trustee shall fail to attend three consecutive meetings without excuse accepted as satisfactory by the Board, such Trustee shall be deemed to have resigned and the vacancy shall be filled.

Section 9. Vacancies. The office of any Trustee shall become vacant on his or her death, resignation, refusal to act, removal from office, expiration of term, or any other cause specified in the School's charter. If any Trustee fails to attend three (3) consecutive meetings without excuse accepted as satisfactory by the Board, such Trustee shall be deemed to have resigned, and the vacancy shall be filled. The Board may fill any vacancy occurring in the middle of a Trustee's term by electing another individual to serve for the duration of his or her predecessor's unexpired term and may be reelected in accordance with the provisions of this section.

Section 10. Compensation of Trustees. Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting School business.

Section 11. Parent Representative. The Board shall include at least one parent or guardian of a current or former student at the School once the School has enrolled students. The parent representative shall be a voting member of the Board.

Section 12. Meetings.

Section 12.1. Annual Meetings. An annual meeting of the Board shall be held at the School (and until a School facility is identified, such location as determined by the Board) each June at a date and time designated by the Board or in such other month, date and time as the Board may designate. At the annual meeting, the Board shall, if nominated re-elect Trustees and officers whose terms as expiring or otherwise elect new Trustees and officers if Trustees whose terms are expiring are not presented for re-election. Nothing herein shall prohibit the election of Trustees and officers at such other times the Board may designate if there are open seats to be filled by vacancy or otherwise.

Section 12.2. Regular Meetings. The Board shall meet to conduct business and to review the Treasurer's accounts as frequently as it deems necessary but no less than on a monthly basis as required by the New York Education Law.

Section 12.3. Special meetings of the Board of Trustees may be called (i) at any time by the Chairperson, (ii) by the senior Trustee on written request of three Trustees if the Chairperson is absent, or (iii) by any other manner determined by the Board of Trustees. Seniority shall be according to the order in which the Trustees are named in the charter or subsequently elected.

Section 13. Notice of Meetings. Annual, regular and special meetings of the Board of Trustees shall be held on notice to the Trustees. Notice of any adjournment of a meeting of the Board of Trustees to another time or place shall be given to the Trustees who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the Trustees who were present. Notices shall state the time and place of the meeting and shall indicate that they are being issued by or at the direction of the person calling the meeting. Notice of each

meeting of the Board of Trustees shall be transmitted to each Trustee to the usual address (email acceptable) of every Trustee with as much advance notice as practicable.

Section 14. Waiver of Notice. Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

Section 15. Board Participation by Other Means. To the extent permitted by Article 7 of the Public Officers Law, Trustees who do not reside in New York, or who cannot be present at the location and date of the meeting will may participate by video conference in order to be counted for the quorum and vote on relevant matters. Once a quorum is present, additional Trustees may participate in a Board meeting through conference telephone or similar communication equipment, provided that all Trustees participating in such meeting can hear one another and there is no objection from any Trustee or any person in the public audience. Trustees participating in the Board meeting other than in-person or by live video-conferencing shall not be permitted to vote. Further, members will not be permitted to vote by proxy. Appropriate notice and access will be given to the public such that they can be participate in the meeting if they so wish at any location in which video conferencing is being used. Public notice will inform the public that video conferencing will be used, identify the locations for the meeting, and state that the public has the right to attend the meeting at any of the locations. Members may participate by phone, but will not be included as part of the quorum and will not be permitted to vote on pending issues.

Section 16. Quorum. Unless a greater proportion is required by law, a majority of the entire Board of Trustees shall constitute a quorum for the transaction of business or of any specified item of business, but a majority of the Trustees present, whether or not a quorum is present, may adjourn any meeting to another time and place.

Section 17. Open Meetings. Notwithstanding any other provisions of these By-laws, the School shall comply with the New York Open Meetings Law.

Section 18. Action by the Board of Trustees. Any reference in these By-laws to action to be taken by the Board of Trustees shall mean such action at a meeting of the Board of Trustees. Except as otherwise expressly required by law or by these By-laws, the vote of a majority of the Trustees present at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Trustees. In any case in which a Trustee is entitled to vote, he or she shall have no more than, nor not less than, one vote.

Section 19. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board committee, in good faith and with that degree of diligence, care and skill, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

Section 20. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- (a) one or more Officers or employees of the School whom the Trustee believes to be reliable and competent in the matters presented;
- (b)
 - (i) legal counsel, public accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - (ii) a Board committee on which the Trustee does not serve, duly designated in accordance with a provision of the School's charter or By-laws, as to matters within its designated authority, provided the Trustee believes the committee merits confidence and the Trustee acts in good faith, and with that degree of care specified in section 19 above, and after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

Section 21. Investments. In investing and dealing with all assets held by the School for investment, the Board shall exercise the standard of care described above in section 19, and shall consider among other relevant considerations the long and short term needs of the School in carrying out its purposes, including its present and anticipated financial requirements. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board.

Section 22. Duty to Maintain Board Confidences. Every Trustee has a duty to maintain the confidentiality of all Board actions which are not required by law to be open to the public, including discussions and votes which take place at any Executive Sessions of the Board. Any Trustee violating this confidence may be removed from the Board.

ARTICLE IV OFFICERS

Section 1. Officers of the Corporation. The officers of the Corporation shall be the Chair, a Secretary, a Treasurer, and such other officers as the Board may from time to time establish. Officers shall be elected and shall serve a term that is co-terminous with their term as Trustee. Any two or more offices may be held by the same person, except the offices of Chairperson and Secretary or the offices corresponding thereto.

Section 1.1. Chair. The Chair shall serve as Chairman of the Board of Directors and shall carry out those duties usually incident to the office of President and shall serve as Chair of the Executive Committee. The Chair shall execute all documents on behalf of this Corporation unless the Board has generally or specifically delegated the authority to execute the document in question to another officer of the Corporation or employee of the School.

Section 1.2. Secretary. The Secretary shall keep the minutes of all meetings, provide written notice of all meetings and copies of minutes of previous meetings in accordance with these By-Laws or as required by the laws of the State of New York, and shall act as the custodian of the School's records.

Section 1.3. Treasurer. The Treasurer shall be the principal financial officer of the School and shall ensure that there is an adequate and correct accounting of the property and business transactions of the School.

Section 2. Election. Upon election, each officer shall hold office until such officer's successor shall have been duly elected and shall have qualified, or until such officer's earlier death, resignation or removal.

Section 3. Removal. Any officer elected by the Board may be removed at any time, for cause or without cause, by an affirmative vote of two-thirds (2/3) of all the Trustees of the Board.

Section 4. Vacancy. In the event a vacancy occurs in any office, the Board shall elect, at a regular meeting or a special meeting of the Board, a person to succeed to such office.

ARTICLE V COMMITTEES OF THE BOARD

Section 1. Executive and Other Committees of Trustees. The Board of Trustees, by resolution adopted by a majority of the entire Board of Trustees, may designate from among its members an Executive Committee, consisting of five or more Trustees, and other standing committees, each consisting of three or more Trustees and other non-Trustees as the Board may deem appropriate. All committees are subject to the New York Open Meetings Law.

Section 2. Guidelines. Unless otherwise provided by these By-laws or in a resolution of the Board of Trustees by creating or modifying a special committee, members of each Committee shall be elected by a majority of the Trustees. Each Committee member, to the extent provided in the resolution establishing the Committee, shall have all the authority of the Board of Trustees, except that no such committee shall have authority as to the following matters:

- (i) the filling of vacancies in the Board of Trustees or in any committee;
- (ii) the final approval of recommendations regarding formal complaints filed by individuals or groups against the School;
- (iii) the fixing of compensation of the Trustees for serving on the Board of Trustees or on any committee;
- (iv) the amendment or repeal of these By-laws or the adoption of new By-laws; and
- (v) the amendment or repeal of any resolution of the Board of Trustees which, by its terms, shall not be so amendable or repealable.

Section 3. Alternate Members. The Board of Trustees may elect one or more Trustees as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 4. Special Committees. The Board of Trustees may create such special committees as it may deem desirable. Special committees shall have only the powers specifically delegated to them by the Board of Trustees and in no case shall have powers which are not authorized for standing committees.

Section 5. Executive Committee. The Executive Committee, in intervals between the meetings for the Trustees, may transact such business of the school as the Trustees may authorize, except to grant degrees or to make removals from office.

Section 6. Audit and Finance Committee. The Audit and Finance Committee shall have and may exercise the authority, without limitation, to (i) recommend the annual appointment of the School's auditors; (ii) review with the School's auditors the scope of the audit and non-audit assignments and related fees, accounting principles the School shall use in financial reporting, internal auditing procedures and the adequacy of the School's internal control procedures; (iii) otherwise to take all actions necessary and appropriate in light of, and in order to comply with, all applicable statutes, rules and regulations of regulatory agencies and bodies; (iv) review detailed monthly and quarterly financial statements as prepared by the designated Director of Operations; and (v) perform such other matters as the Board may assign from time to time. The Treasurer may not be a member of the Audit and Finance Committee.

Section 7. Academic Committee. The Academic Committee shall oversee education program and review student achievement data for the School.

Section 8. Procedures of Committees. All committees may adopt rules governing the time of, the method of calling, or the method of holding their meetings, and the conduct of their affairs. All committees shall keep a record of their acts and proceedings in accordance with the New York Open Meetings Law and shall report thereon to the Board of Trustees.

Section 9. Quorum and Manner of Acting. A majority of the members of a committee shall constitute a quorum for the transaction of business, and the act of a majority of those present at a meeting at which a quorum is present shall be the act of the committee. The members of a committee shall act only as a committee.

ARTICLE VI CONFLICTS OF INTEREST

Section 1. Disclosure. Trustees, officers and employees shall seek to avoid potential conflicts of interest in personal and in professional relationships, and shall timely disclose potential conflicts of interest to appropriate supervisory personnel and/or other applicable School officials in accordance with the School's policies. In addition, all Trustees, officers and staff shall fully

cooperate in the management of any potential conflicts of interest. In addition, trustees, officers and senior staff shall fully comply with the School's Conflict of Interest Policy.

Section 2. Conflicts of Interest Policy. The Board shall adopt a Conflict of Interest Policy. The Conflict of Interest Policy shall provide that no Trustee, Officer, employee or committee member shall have an interest, direct or indirect, in any contract when such Trustee, Officer, employee or committee member, individually or as a member of the Board or committee, has the power or duty to (a) negotiate, prepare, authorize or approve the contract, or authorize or approve payment under the contract; (b) audit bills or claims under the contract; or (c) appoint an officer or employee who has any of the powers or duties set forth above (subject to certain exceptions allowed under Section 802 of the General Municipal Law). The Conflict of Interest Policy shall also provide that the Treasurer shall not have an interest, direct or indirect, in a bank or trust company designated as a depository or paying agent or for investment of funds of the School. Any Trustee, Officer, employee or committee member with such an interest shall make a prompt, full and frank disclosure of his or her interest to the Board or committee. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that may reasonably be construed to be adverse to the School's interest. The Conflict of Interest Policy shall also provide that no Trustee, officer, employee or committee member shall (i) directly or indirectly solicit, accept or receive any gift having a value of fifty dollars (\$50) or more, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to or could reasonably be expected to influence him or her in the performance of his or her official duties, or was intended as a reward for any official action on his or her part; (ii) disclose confidential information acquired in the course of his or her official duties or use such information to further her or her personal interests; (iii) receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any municipal agency of which he or she is an officer, member or employee or of any municipal agency over which he or she has jurisdiction or to which he or she the power to appoint any member, officer or employee; or (iv) receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board whereby the compensation is to be dependent or contingent upon any action by the agency. This does not prohibit the fixing of fees based upon the reasonable value of services rendered. This provision is intended to comply with Sections 800-804, 804-a, 805, 805-a, 805-b and 806 of the General Municipal Law, and shall be interpreted in accordance with those provisions. To the extent of any conflict between any provision of these By-laws and those provisions of the General Municipal Law, those provisions of the General Municipal Law shall control.

Section 3. Avoidance of Self-Dealing Transactions. The Board of Trustees and the School shall not engage in any "self-dealing transactions," except as approved by the Board. "Self-dealing transaction" means a transaction to which the School is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: A transaction which is part of a public or charitable program of the School, if the transaction (a) is approved or authorized by the Board in good faith and determined by the Board to be in the best interest of the School and without unjustified favoritism, and (b) results in a benefit to one

or more Trustees or their families because they are in a class of persons intended to be benefited by the program.

ARTICLE VII CONTRACTS, LOANS, GRANTS AND PROPERTY

Section 1. Contracts. Except as otherwise provided by law, the Board of Trustees may, prospectively or retroactively, authorize the Secretary or, prospectively, authorize any other officer(s) or agent(s) of the School, in the name and on behalf of the School, to enter into any contract. Any such authority may be general or confined to specific instances.

Section 2. Loans. The Board of Trustees may prospectively authorize the Treasurer or any other officer(s) or agent(s) of the School to effect loans and advances at any time for the School from any bank, trust company or other institution, or from any firm, corporation or individual, and for such loans and advances to make, execute and deliver promissory notes, bonds, or other certificates or evidences of indebtedness of the School, and when authorized to do so to pledge, hypothecate or transfer, to the extent permitted by law, any securities or other property of the School as security for any such loans or advances. Such authority conferred by the Board of Trustees may be general or confined to specific instances.

Section 3. Grants. The Board of Trustees, on the basis of written recommendations from individual Trustees, officers and employees of the School, may, prospectively or retroactively, authorize the Chairperson, on behalf of the School, to make grants and other contributions.

Section 4. Property Holding. The Board of Trustees may take and hold by gift, grant, devise or bequest in their own right or in trust for any purpose comprised in the objects of the school, such additional real and personal property, beyond such as shall be authorized by its charter, as the regents shall authorize within one year after the delivery of the instrument or probate of the will giving, granting, devising or bequeathing such property. Such authority given by the regents shall make any such gift, grant, devise or bequest operative and valid in law. Any grant, devise or bequest shall be equally valid whether made in the School's name or to the Trustees, and such powers given to the Trustees shall be powers of the School.

Section 5. Control of Property. The Board of Trustees may (a) buy, sell, mortgage, let and otherwise use and dispose of its property as it shall deem for the best interests of the School; and (b) lend or deposit, or receive as a gift, or on loan or deposit, literary, scientific or other articles, collections, or property pertaining to its work. Such gifts, loans or deposits may be made to or with the school. Any such transfer of property, if approved by the Board of Regents, shall during its continuance, transfer responsibility therefor to the school, which shall also be entitled to receive any money, books or other property from the state or other sources to which the school would have been entitled but for such transfer.

ARTICLE VIII NON-LIABILITY; INDEMNIFICATION; INSURANCE

Section 1. Non-Liability of Trustees. The Trustees shall not be personally liable for the School's debts, liabilities or other obligations.

Section 2. Indemnification of Trustees and Officers. In accordance with Section 721 of the New York Not-For-Profit Corporation Law, the School shall, to the fullest extent permitted, and in the manner prescribed, by Sections 721, 722, 723 and 725 of the New York Not-For-Profit Corporation Law, as amended from time to time, indemnify any person who is or was made, or threatened to be made, a party to any action or proceeding, whether civil or criminal, whether involving any actual or alleged breach of duty, neglect or error, any accountability, or any actual or alleged misstatement, misleading statement or other act or omission and whether brought or threatened in any court or administrative or legislative body or agency. This should include an action by or in the right of the School to procure a judgment in its favor and an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Trustee or officer of the School is serving or served in any capacity at the request of the School, by reason of the fact that he, his testator or intestate, is or was a Trustee or officer of the School, or is serving or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement, and expenses (including, without limitation, attorneys' fees, costs and charges) incurred as a result of such action or proceeding, or appeal therein. The School shall reimburse or advance to any person referred to in this section the funds necessary for payment of expenses (including, without limitation, attorneys' fees, costs and charges) incurred in connection with any action or proceeding referred to in this section to the fullest extent permitted by New York Not-For-Profit Corporation Law Sections 721, 722, 723 and 725.

Section 3. Insurance. In accordance with Section 726 of the New York Not-For-Profit Corporation Law, the School shall prescribe and maintain insurance to indemnify Trustees and officers of the School, on any terms and conditions set forth in a resolution of the Board.

ARTICLE IX BOOKS AND RECORDS

Correct and complete books and records of account and minutes of the proceedings of the Board, the Executive Committee and all Standing Committees shall be kept at the main office. Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the School, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligations imposed by any applicable federal, state or local law.

ARTICLE X FISCAL YEAR

The fiscal year of the School shall begin on July 1 and shall end on June 30 in each year.

**ARTICLE XI
CORPORATE SEAL**

The Board may adopt a Corporate Seal, alter such seal at its pleasure and authorize it to be used by causing a facsimile to be affixed or impressed or reproduced in any other manner.

**ARTICLE XII
REQUIREMENTS RELATED TO MANAGEMENT CONTRACT WITH CHARTER
MANAGEMENT ORGANIZATION**

Section 1. Approval of Management Contract by New York State Education Department. As required by the School's Initial Charter (Charter Agreement) with the State Education Department), the School shall not enter into a contract for comprehensive school management or operations services (a "Management Contract") without first submitting such Management Contract to the New York State Education Department for its review.

Section 2. Any Management Contract that the School enters into with a management organization shall contain a provision permitting the School to terminate the Management Contract for cause with shall include any act or omission by the management organization that constitutes a default and remains uncured (both as defined in a Management Contract) where such uncured default causes a default under the School's Charter or causes the School to be in violation of the Charter Schools Act.

**ARTICLE XIII
AMENDMENTS**

Section 1. Amendments. These By-Laws or any one or more of the provisions thereof may, at any annual, regular or special meeting of the Board, be amended by changing, altering, suspending, supplementing or repealing the same; provided, however, that no By-Law by which more than a majority vote shall be required for any specified action by the Board shall be amended, changed, altered, suspended, supplemented or repealed by a smaller vote than that required for action thereunder.

Section 2. State Education Department Approval. No material amendment to these By-laws shall be effective without approval of the New York State Education Department on behalf of the Board of Regents.

CERTIFICATE OF THE SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the School, an education corporation duly organized and existing under the laws of the State of New York; that the foregoing By-laws of said School were duly and regularly adopted as such by the Board of Trustees of said School; and that the above and foregoing By-laws are now in full force and effect.

Board Secretary

Date

STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL
POLICY ON PROCEDURE FOR PUBLIC COMMENTS
AT BOARD MEETING

The Board of Trustees desires to provide the general public with an opportunity at each Board meeting to address the Board regarding issues which they may wish to bring to the Board's attention. In order to facilitate a reasonable, orderly procedure for holding a public comment period, the Board sets forth the following policy to be observed at each Board meeting:

- An individual wishing to address the Board must print his or her name on the sign-in sheet available at the entrance to the room where the Board meeting is being held.
- Any individual wishing to address the Board must sign up to do so *prior* to the call to order of the Board meeting. No requests to speak will be accepted after the meeting has begun.
- There will be a limit of ten (10) members of the public permitted to speak at any one Board meeting.
- Each person wishing to speak will be limited to three (3) minutes regardless of whether or not the permitted maximum of ten (10) people sign up to speak.
- Only the person who has written his or her name on the card may speak and each person signed up to speak may only speak once at any one Board meeting.
- Members of the Board will respectfully listen to each public comment, but shall not be obligated to respond in kind with questions, answers or other comments.

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 1 attached hereto and incorporated herein, be, and they hereby are, confirmed as 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 1 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

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adopted by the Board shall include Hebrew Public) 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.

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing resolutions of Staten Island Hebrew Public Charter School were duly adopted by the Board of Trustees of Staten Island Hebrew Public Charter School on December 21, 2018.



Mark Fink, Secretary



Freedom of Information Law (FOIL) Policy

Staten Island Hebrew Public (“SIHP” or the “School”) shall be subject to the Article 6 of the New York Public Officers Law, pursuant to Education Law § 2854(1)(e).

Requests for public information must be in writing and submitted to the Head of School. Upon the receipt of a request for School records and information, the School will respond to the request in the following manner:

Within five business days of receipt of a written request, the School will, depending on the requested information, either

1. make the information available at the School’s principal location during normal business hours to the person requesting it
2. deny the request in writing
3. or provide a written acknowledgment of receipt of the request that supplies an approximate date for when the request will be granted or denied.

If the person requesting information is denied access to a record, he or she may, within 30 days, appeal such denial to the Head of School or his or her designee. Upon timely receipt of such an appeal, the School will, within 10 business days of the receipt of the appeal, fully explain, in writing, the reasons for further denial or provide access to the record(s) sought. The School also will forward a copy of the appeal, as well as its ultimate determination, to the New York State Committee on Open Government.

In the event an appeal for records is denied, the person requesting the information may bring a proceeding for review of such denial in pursuant to Article 78 of the Civil Practice Law and Rules.

The School may deny access to requested records for one or more of the following grounds:

- Such records are specifically exempted from disclosure by state or federal statute;
- Such access would constitute an unwarranted invasion of personal privacy;
- Such records, if disclosed, would impair present or imminent contract awards or collective bargaining negotiations;
- Such records are trade secrets or are submitted to the School by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of such enterprise;
- Such records are compiled for law enforcement purposes and which, if disclosed, would meet the conditions set forth in Public Officers Law § 87(2)(3);
- Such records, if disclosed, would endanger the life or safety of any person;
- Such records are computer access codes;

- Such records are inter-agency or intra-agency materials that are not statistical or factual tabulations of data, instructions to staff that affect the public, or a final policy or external audits.
- Examination questions or answers

The School shall maintain a record setting forth the name, public office address, title and salary of every officer or employee of the School and a reasonably detailed current list, by subject matter, of all records in the School's custody or possession.

The School may charge a copying fee for each page requested to be copied. The fee can be no more than the fee allowed by State law.

STATEN ISLAND HEBREW PUBLIC CHARTER SCHOOL

WHISTLEBLOWER POLICY

Section 1. Policy. Staten Island Hebrew Public Charter School (the “Corporation” or the “School”) requires its Trustees, Officers, employees and volunteers (each, a “Protected Person”) to observe high standards of business and personal ethics in the performance of their duties on the Corporation’s behalf. As employees and representatives of the Corporation, Protected Persons are expected to practice honesty and integrity in fulfilling their responsibilities and are required to comply with all applicable laws and regulations.

The objectives of this Whistleblower Policy are to encourage and enable Protected Persons, without fear of retaliation, to raise concerns regarding suspected unethical and/or illegal conduct or practices on a confidential and, if desired, anonymous basis so that the Corporation can address and correct inappropriate conduct and actions.

Section 2. Reporting Responsibility. It is the responsibility of all Protected Persons to report in good faith any concerns they may have regarding actual or suspected activities that may be illegal or in violation of any of the Corporation’s policies with respect to, without limitation, fraud, theft, embezzlement, accounting or auditing irregularities, bribery, kickbacks, and misuse of the Corporation’s assets, as well as any violations or suspected violations of high business and personal ethical standards, as such standards relate to the Corporation (each, a “Concern”), in accordance with this Whistleblower Policy.

Section 3. No Retaliation. No Protected Person who in good faith reports a Concern shall suffer intimidation, harassment, coercion, discrimination or other retaliation, express or implied, or, in the case of employees, adverse employment consequences. Any employee who retaliates against someone who has reported a Concern is subject to discipline up to and including termination of employment.

Section 4. Procedure for Reporting. All Concerns should be reported to the Chair of the Board of Trustees (the “Board”) or the School’s Principal (the “Designated Officials”). Any Designated Official receiving such a report shall promptly provide written notice of same to the Audit Committee, if any, or to such other committee of independent Trustees formed by the

Board to oversee all whistleblower matters as they may arise, or if there is no such committee, to the independent Trustees on the Board, as defined in the School's Conflict of Interest Policy; or, if there are allegations against one or more Board members, to at least one other Officer and one Trustee not named in the report (in each case, the "Independent Committee").

Section 5. Handling of Reported Concerns. The notified Designated Official will acknowledge receipt of each reported Concern to the reporting person within five (5) business days, but only to the extent the reporting person's identity is disclosed or a return address is provided. All reports will be promptly investigated; the scope of any such investigation being within the sole discretion of the Independent Committee, and appropriate corrective action will be taken if warranted by the investigation. The person who is the subject of a reported Concern may not be present at or participate in Board or Committee deliberations or vote on the matter relating to such Concern, provided that nothing herein shall prohibit the Board or Committee from requesting that the person who is subject to the reported Concern present information as background or answer questions at a Committee or Board meeting prior to the commencement of deliberations or voting relating thereto. The Corporation will take appropriate corrective action if warranted by the investigation.

Section 6. Investigations. The Independent Committee (or the Designated Official(s) receiving such notice under the general oversight and direction of the Independent Committee) shall investigate all reports filed in accordance with this Whistleblower Policy with due care and promptness. Notwithstanding anything herein to the contrary, the scope, manner and parameters of any investigation of a reported Concern shall be determined by the Independent Committee in its sole discretion and the Corporation and its employees shall cooperate as necessary in connection with any such investigation.

The Independent Committee (or the Designated Official) may delegate the responsibility to investigate a reported Concern, whether an accounting Concern or otherwise, to one or more employees of the Corporation or to any other individual, including persons not employed by the Corporation, selected by the Independent Committee or the Designated Official; provided that the Independent Committee or Designated Official may not delegate such responsibility to an employee or other individual who is the subject of the reported Concern or in a manner that

would compromise either the identity of an employee who reported the Concern anonymously or the confidentiality of the Concern or resulting investigation. Reported matters will be investigated to determine if the allegations are true, whether the issue is material, and what actions, if any, are necessary to correct the problem. Investigators will issue a full report of all matters raised under this Whistleblower Policy to the Independent Committee, which will, in turn issue a full report to the Board. The Board may conduct a further investigation upon receiving such a report.

Section 7. Good Faith. Anyone reporting a Concern must act in good faith and have reasonable grounds for believing that the information disclosed may indicate a violation of law and/or ethical standards. The Corporation will treat any proven knowingly false allegation as a disciplinary offense.

Section 8. Confidentiality. The Corporation takes seriously its responsibility to enforce this Whistleblower Policy and therefore encourages any person reporting a Concern to identify himself or herself so as to facilitate any resulting investigation. Notwithstanding the foregoing, in reporting a Concern, a Protected Person may request that the Corporation treat such report in a confidential manner (including that the Corporation take reasonable steps to ensure that the identity of the reporting person remains anonymous). Protected Persons may also report Concerns on an anonymous basis. The Corporation will keep reports of Concerns confidential to the extent possible, consistent with the need to conduct an adequate investigation and take any necessary remedial action.

Section 9. Record Retention. All records relating to any report or any investigation of a report shall be maintained for at least seven (7) years.

Section 10. Distribution of the Whistleblower Policy. The Corporation shall distribute a copy of this Whistleblower Policy to all Protected Persons upon the commencement of their employment by and/or service to the School.