

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

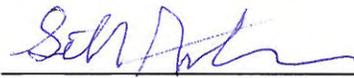
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- Community School District: 5
- Grade Levels at Full-Growth: 6-12
- Projected Enrollment
  - 5<sup>th</sup> Year Maximum: 524
  - Full-Growth (7<sup>th</sup> year) Maximum: 724
- Proposed Opening: Summer 2014

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2011 NYSED ED Charter School Application Statement of Assurances

- We intend to apply for a Charter School Planning and Implementation Grant (CSP). We understand that if the [name of proposed charter school] application is approved by the NYS Board of Regents and issued a charter, the school is qualified to receive a federal CSP grant, pending available funding and final approval of budget materials by the NYSED Charter School Office and the New York State Comptroller. We agree to complete all required budget information and assurances (Exhibit A) according to forthcoming instructions and a revised timeframe to be issued by NYSED.
- In accordance with New York Education Law Section 2851(2)(t), in the case of the closure or dissolution of the [name of proposed charter school], we agree to abide by and implement the forthcoming Closing Procedures for New York State Charter Schools Authorized by the Board of Regents to be issued by NYSED.
- We understand that if we intend to request waivers from a federal, state, or local regulation or rule that is generally applicable to public schools that we believe are necessary for the successful operation of the charter school, we propose be waived, or otherwise not apply to the charter school, we will include such requests along with justification where appropriate in the application narrative.
- I attest that all information included in this New York State Education Department 2011 Charter School Application for the proposed [name of charter school] is accurate and correct.

 Signature of Lead Applicant

3/31/11 Date

## I. EDUCATION PLAN<sup>1</sup>

The Education Plan should define what students will achieve; how they will achieve it; and how the school will evaluate student performance. It should provide a clear picture of the educational climate, structure, assessment, and outcomes.

### A. Curriculum and Instruction<sup>2</sup>

The intellectual foundation for Democracy Prep VI's education plan comes from a decade of research and practice in urban education. High-performing, "no excuses" schools such as the flagship Democracy Prep Charter School, Frederick Douglass Academy, KIPP, Uncommon Schools, and Achievement First demonstrate that *demographics do not determine destiny*. Urban students *do* succeed on standardized tests and *are* prepared for college if provided with rigorous academics, discipline, enrichment, and support. Our community urgently needs more schools that build on the academic success of this group while adding a robust component of civic education, character building, democratic responsibility, and civic leadership.

The best evidence that the Democracy Prep VI model will work with students at risk for academic failure is the success of our flagship school, Democracy Prep Charter School. Located in Harlem's District 5, Democracy Prep VI will serve demographically and academically the exact same students as Democracy Prep Charter school, which currently serves about 450 students in grades 6-10. Democracy Prep VI's academic program and school culture will replicate the DPCS model almost exactly (for academic performance data from Democracy Prep Charter School, see Attachment 14).

#### Democracy Prep Curriculum

The Democracy Prep curriculum is based on an accelerated introduction to the 28 New York State Learning Standards. It is designed to challenge students to do their best academically regardless of their language proficiency, special education status, or the academic level at which they enter the school. This academic rigor requires all students to receive a full year of Regents level high school algebra, earth science, English, and Social Studies in eighth grade. The Democracy Prep Academic Team will be guiding teachers in refining and aligning the curriculum to the Common Core Standards as well over the summer months of 2011.

The curriculum is divided into three sections: 1) Core Courses, 2) Co-Curricular Courses, and 3) Enrichment Courses.

#### 1) Core Courses:

*Guided Reading, English Literature & Readers Workshop*

*(8-10 hrs per week)*

Students develop and master literacy skills including phonemic awareness, decoding, fluency, oral reading, comprehension and vocabulary. Students take part in thoughtful literary analysis of short stories, poems, and novels expressed through class discussions, standardized tests, and essays

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<sup>1</sup> Reviewer Note: To satisfy §5203 of the ESEA—CSP Grant, a description of the proposed charter school's educational program is required.

<sup>2</sup> Reviewer Note: To satisfy §5203 of the ESEA—CSP Grant, the educational program description should include information about (iii) the curriculum and instructional practices the charter school proposes to be used.

based on a Democracy Prep Public School curriculum that has yielded tremendous results at DPCS.

*Guided Writing, Grammar, & Writers Workshop*

*(4 hrs per week)*

Students develop and master writing and editing skills including proper spelling, syntax, grammar, punctuation, and style. Students will write prose, poetry, fiction, and non-fiction of varied length using a curriculum based on a Democracy Prep Public School curriculum that has yielded tremendous results at DPCS.

*Mathematical Skills*

*(4.5 hrs per week)*

Students develop and master numeracy in the core operations, fractions, decimals, and positive/negative numbers leading to algebra for all eighth grade students using a curriculum based on *Saxon Math* and a Democracy Prep Public School curriculum that has yielded tremendous results.

*Mathematical Problem Solving*

*(4.5 hrs per week)*

Students apply mathematical skills in problem solving exercises, investigations, complex word problems, and mathematical experiments using a curriculum based on a Democracy Prep Public School curriculum that has yielded tremendous results at DPCS and supplemented by a programs such as the *Connected Mathematics Program (CMP)*.

*Geography, Non-Fiction Studies & US History*

*(4.5 hrs per week)*

Students develop and master the ability to critically examine social and historical problems, studying alternatives at key turning points. Students focus on world and American societies using the lenses of culture and time. Civic and economic simulations and study skills such as note taking, organization, and outlining are incorporated throughout the course using texts such as *History of Us, History Alive!, and We The People*.

*Science*

*(5.5 hrs per week)*

Students will develop and master scientific knowledge and skills through the study of multiple scientific fields (earth, physical, environmental, biological, and social), apply the scientific method, conduct experiments of their own design, and present their findings professionally. Democracy Prep VI Science will be based on a Democracy Prep Public School curriculum that has yielded tremendous results at DPCS and supplemented by a programs such as *FOSS/DELTA Science*. All students will receive Regents Living Environment Science in eighth grade.

**2) Co-Curricular Courses:**

One required course each trimester:

*(~5hrs per week)*

- *Korean (HS Level only)*
- *Theatre*
- *Fine Art*
- *Dance*
- *Vocal Music*
- *Jazz Band*
- *Health & Physical Education (mandatory for at least one trimester)*

**3) Sample Enrichment Courses:**

These courses are available to students who display appropriate behavior:

*(2.5hrs per week)*

- *Public Speaking*

- *College A Cappella*
- *African Drumming*
- *Banking, Investing, & Entrepreneurship (NFTE)*
- *Chess Team*
- *Homework Club & FOCUS Class*
- *History of Hip Hop*
- *Step/Dance Workshop*

Democracy Prep students will spend out-of-school time developing academic and civic skills. Approximately two hours of quality homework every night will be linked to classroom instruction and checked by teachers the following morning.<sup>3</sup> A half-hour of independent reading each night of the week is expected of all students and monitored by teachers in an independent reading log summarizing what was read.

### **Promotional Requirements**

Democracy Prep has high promotional standards for all grade levels, which include State assessment results, successful completion of comprehensive exams in all courses and successful completion of all courses. In order to receive a diploma from Democracy Prep, a scholars must pass all courses, all course comprehensive exams, have passed enough Regents Exams to be eligible for a Regents diploma, have completed a senior externship project and have acceptance letters from at least two colleges and universities.

At a minimum, every student at Democracy Prep must receive a final grade of 70%, pass an end-of-year comprehensive examination, and meet a specific set of behavioral and character expectations in *each of their six core classes* in order to be promoted to the next grade.<sup>4</sup> If a student fails any one core course, they will be required to participate in the Summer Academy during which they will have the opportunity to be promoted so long as they meet the same content expectations as the course maintained during the academic year. Students not on track academically during the school year to meet the promotion requirements will have 33 “Opportunity Days” on Saturdays, vacations, and during the summer, to improve their content mastery. Opportunity days are optional for all students, and required for those currently failing any core course with a grade below 70%. English Language Learners will have multiple learning supports and students with IEPs will have all accommodations and modifications of curriculum as indicated in their plans to ensure both groups’ ability to meet our high expectations of all students.

In addition, a College Preparation Portfolio (CPP) is required for promotion to the 8th, 10th and 12th grades. The CPP, by 12<sup>th</sup> grade, includes a transcript, a complete college application with essays, interviews, extra-curricular activities, recommendations, and an academic honors thesis, as well as demonstration of mastery in all areas of the Democracy Prep curriculum.

### **Senior Academy**

Following the granting of a second charter term, we will establish a *Senior Academy* (grade 12). In order to be accepted, students must exceed the high school expectations set by the State of New York. Specifically, this will mean taking and passing all of their Regents Examinations by the end of eleventh

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<sup>3</sup> This homework expectation is already standard practice DPCS and high performing schools across the country.

<sup>4</sup> Our promotion system is most similar to the Academy of the Pacific Rim and Boston Collegiate (formerly SBHA).

grade before they are promoted from eleventh grade.<sup>5</sup> In the *Senior Academy* students will prepare for college by taking Democracy Prep Senior Seminars, Case Method Lectures, Advanced Placement (AP) courses, and classes for credit at local colleges. *Senior Academy* is designed to ensure that students are prepared to succeed in a college environment and culminates with a mandatory 200-hour civic externship designed by the student and Advisor. This experience is carried out only after at least five college applications have been mailed out in December and must be completed prior to graduation in June.<sup>6</sup>

### **Instruction at Democracy Prep VI**

One of the most frustrating experiences for a teacher is to work hard to establish norms in a classroom only to have them undermined in a room down the hall. At Democracy Prep VI, there will be consistent instructional practices in every classroom. While there is not one correct way to teach content, students must have consistent routines, blackboard configuration, grading practices, and behavioral expectations in every class. For example, Democracy Prep students will enter classrooms by lining up outside the room silently and receiving a firm handshake from the teacher. Students will enter and begin a silent “Do Now” assignment at their desks. After five minutes, students will greet their teacher, complete a do now review, chant, song, or other warm-up activity designed by teachers and practiced in Advisory. Following the do now, students will look at the common board configuration,<sup>7</sup> review the lesson’s aim, agenda, homework, and begin a period of direct instruction of new material before breaking into teacher-designed activities in groups, pairs, or as individual practice. Each class ends with a review of the aim and a “ticket to leave” that emphasizes comprehension of the class’s specific and measurable aims with at least four questions that evaluate the student mastery. Exit ticket data is gathered regularly and evaluated by teachers to identify individual and group deficiencies.

### **Professional Development and Support**

Democracy Prep teachers must do whatever it takes for our students to succeed in college and to engage in their communities as active democratic citizens. This ambitious goal can only be attained through exemplary teaching by every member of the faculty. The leadership team will also model best-practices and stay connected with the classroom through visits to every classroom in the school daily as well regular teaching.

Teachers at Democracy Prep will be treated as professionals, provided with all necessary technology (computer, phone, voicemail, email, etc.), appropriate classroom supplies, a personal professional development budget, and essential support at all times. Teachers will receive a minimum of three hours of preparation time daily, Monday through Thursday, dedicated exclusively to grading and lesson planning. Teachers have a preparation block twice a week at the same time as grade level colleagues and twice a week with subject area colleagues to ensure the opportunity to collaborate, discuss pertinent student issues, and to be used for peer observation. This will total ≈12 hours of weekly built-in preparation time for core teachers. Most importantly, our teachers will work closely with colleagues who get great results with our students and are committed to the same mission.

Every summer, prior to the first day of school, teachers will receive three weeks of

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<sup>5</sup> If a student has not passed all Regents exams, he or she will be required to participate in all Opportunity Days, tutoring, and Summer Academy.

<sup>6</sup> Senior Academy is designed using the recommendations of the National Commission on the High School Senior Year.

<http://www.woodrow.org/CommissionOnTheSeniorYear/>

<sup>7</sup> This blackboard configuration is inspired by Dr. Lorraine Monroe and her work in schools such as Frederick Douglass Academy.

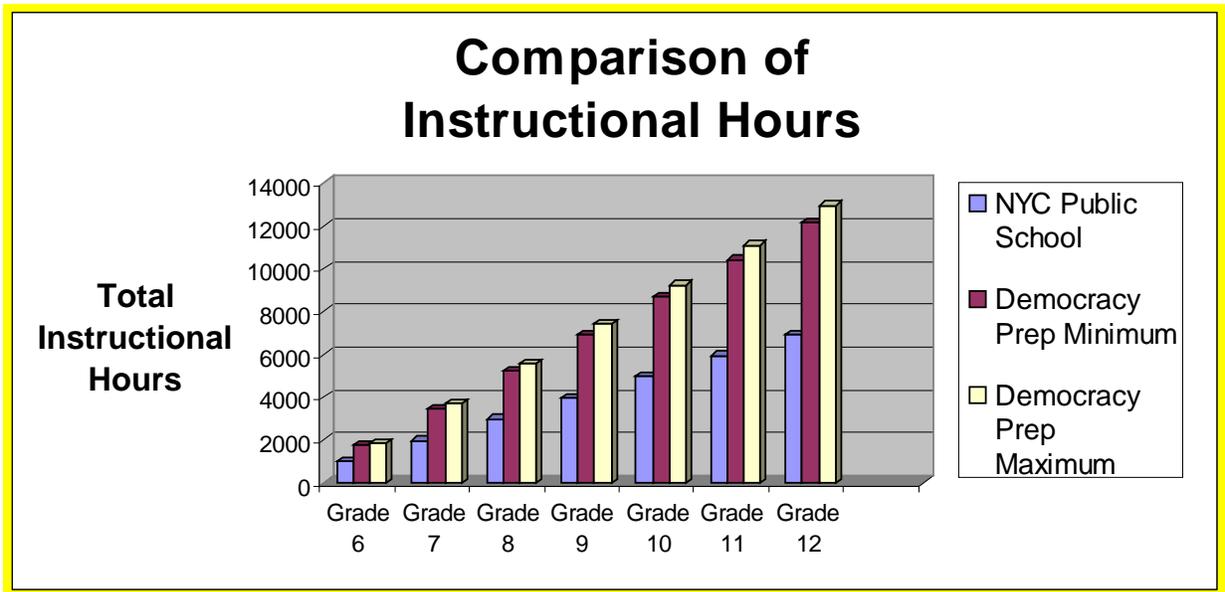
uninterrupted professional development. During this time, if they are new teachers, they create unit and lesson plans that align to the state standards. To assist them in this process, Democracy Prep has a server dedicated solely to archiving lesson plans and materials. All teachers use these materials, from years past, to refine their own curricular plans. During the school year, teachers are given additional professional development for at least three hours every Friday. We believe strongly in the importance of school visits, and have built at least four school visits to other successful urban schools into the annual professional development schedule for all Democracy Prep Public Schools’ staff members.

**B. School Calendar and Daily Schedule**

See Attachments 3 and 4 for the Sample Daily Schedules and Proposed Annual Calendar, respectively.

**More Time to Learn Engaging Curriculum**

The academic program of Democracy Prep is designed to provide more time for rigorous instruction. The schedule maximizes time on task mastering core academic skills. There will be no wasted time in classrooms, hallways, or assemblies because teachers use routines and common expectations to minimize disruptions. Students will attend school Monday through Thursday from 7:44am to 5:15pm, until at least 1pm on Fridays and two Saturdays each month. See Attachment 3 for Sample Daily Schedules.



The school year is a minimum of 190 days and students in need of additional individual support or required remediation will attend school on additional Saturdays and during some vacations. Students who have not yet mastered the grade’s content expectations will attend a mandatory Summer Academy. Further, incoming students attend a weeklong Preparation Academy, during which they learn the expectations and routines of Democracy Prep. See Attachment 4 for the Proposed Annual Calendar. Days when teachers are in professional development but school is not in session are highlighted in orange. Professional development also occurs nearly every Friday after students are dismissed at 1pm. The first and last day of classes are clearly marked, as are all trimester start dates. Breaks and other days off are left white.

### C. Target Population

As shown in the table below, the school will enroll a full class of 108 sixth grade students from the lottery each year, and fill any vacancies in upper grades with older applicants from the lottery up to a maximum of 108 in grades seven and eight and 100 in grades nine through twelve. At full growth in school year 2021-2022, Democracy Prep VI will serve 724 students in grades six through twelve.

#### Enrollment Table

	2014-2015	2015-2016	2017-2018	2019-2020	2021-2022
<b>Kindergarten</b>					
1 <sup>st</sup>					
2 <sup>nd</sup>					
3 <sup>rd</sup>					
4 <sup>th</sup>					
5 <sup>th</sup>					
6 <sup>th</sup>	108	108	108	108	108
7 <sup>th</sup>		108	108	108	108
8 <sup>th</sup>			108	108	108
9 <sup>th</sup>				100	100
10 <sup>th</sup>					100
11 <sup>th</sup>					
12 <sup>th</sup>					
<b>Ungraded</b>					
<b>Totals</b>	<b>108</b>	<b>216</b>	<b>324</b>	<b>424</b>	<b>524</b>

#### Reasonableness of Enrollment Plan

Democracy Prep has utilized a nearly identical enrollment plan at its first three middle schools, which stand out as models of achievement gains, parental, student and teacher satisfaction, and financial management. See section II. E for an analysis of the demand for Democracy Prep schools in Harlem.

#### Democracy Prep Population

DPPS is committed to explicit and intentional recruitment of special education, English language learners, and hard to reach students. DPPS expects that Democracy Prep VI's student population will be very similar to its other middle schools in Harlem: ~100% Black and Latino, ~80% FRPL, ~15% SPED. At Democracy Prep Charter School, more than 80% are eligible for free or reduced lunch and 100% are African-American or Latino.<sup>8</sup> At least 5% of all DPCS scholars are registered in the NYC homeless system, the highest of any charter in NYC.<sup>9</sup> Because of DPCS' unique focus on special education, at least 23%

<sup>8</sup> As reported by NYC-DOE's ATS & ARIS system.

<sup>9</sup> As reported by NYC-DOE's ATS & ARIS system.

enter the school with identified special needs each year (large numbers are declassified after one or two years at Democracy Prep) and 12% enter as English Language learners (ELL), levels that exceed the sending district every year.<sup>10</sup>

Academic achievement of entering students matches challenges these students face. When students enter DPCS in 6th grade they are on average at a 3rd grade level in ELA and math. New DPCS students test below the average for 6th graders in CSD5.<sup>11</sup> Fully 91% of Democracy Prep's sixth graders entered below grade level as assessed by the Stanford 10.<sup>12</sup>

### **Approach to Special Education**

Democracy Prep will implement an inclusive, heterogeneous educational model that serves all students in a manner that maximizes their academic potential and prepares all of them for success in the college of their choice and active citizenship. Our approach and design emulate high-performing urban schools serving similar students with disabilities, language proficiency barriers, and/or special circumstances that put them at risk for academic failure.

The guiding philosophy at Democracy Prep is to minimize the impact of a student's disability while maximizing his or her access to support services and the college-preparatory general curriculum. We embrace the approach of Dr. Thomas Hehir with respect to "Universal Design" and "Eliminating Ableism in Education."<sup>13</sup> Dr. Hehir is an advisor to Democracy Prep, director of the School Leadership Program at the Harvard Graduate School of Education and a former special education teacher and administrator and director of the Office of Special Education Programs (OSEP) at the Department of Education. Democracy Prep believes that students with disabilities fall along a wide continuum of difference in learners, but they are not a discrete category when it comes to instructional methodology. This means that adjustments will occur for all students, not just those with disabilities.

### **Approach to English Language Learners**

Democracy Prep's mission is to prepare all students to graduate with the essential knowledge, skills, and character to succeed in college and citizenship. A prerequisite to achieving this mission is that every Democracy Prep student must become a literate and fluent reader, writer, and speaker of Standard English as quickly as possible. As such, it is one of our chief aims to work with identified ELL students in an inclusive structured English immersion (SEI) program that provides them with the challenge and extra supports needed to rapidly achieve proficiency in English. This SEI model does not segregate ELLs from their English speaking peers and SEI students have "consistently scored higher than those enrolled in traditional bilingual programs" in large scale studies in California, Arizona, and Massachusetts.<sup>14</sup> SEI has demonstrated success at Democracy Prep Charter School, and at other New York high-performing charter schools like KIPP Infinity and Bronx Prep.

At Democracy Prep VI, all students will have equal access to all programs and services including: instructional services (e.g., tutoring); support services (e.g., guidance and counseling); all school

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<sup>10</sup> As reported by NYC-DOE's ATS & ARIS system.

<sup>11</sup> District Performance Reports on State ELA/Math. Accessible: <http://schools.nyc.gov/Accountability/default.htm>

<sup>12</sup> The Stanford 10 (SAT10) is a nationally-normed assessment intended to inform classroom instruction by helping teachers to know a students' level of achievement.

<sup>13</sup> Hehir, Thomas. "Eliminating Ableism in Education" Harvard Educational Review. Volume 72. Number 1 Spring 2002. Ableism refers to discrimination based on disability.

<sup>14</sup> Arizona Department of Education, July 2004. "The Effects of Bilingual Education Programs and Structured English Immersion Programs on Student Achievement: A Large-Scale Comparison" found at [http://www.public.asu.edu/~macswan/ade/ade\\_document.pdf](http://www.public.asu.edu/~macswan/ade/ade_document.pdf).

programs, including music, art, vocational, and technology programs; and all after school programs including athletics. Students will maintain and enhance their native language skills through enrichment and World Language class. During Drop Everything And Read (DEAR) time, ELL students will have access to a computer-based English Language acquisition program such as *Rosetta Stone*.

### **Universal Design**

Democracy Prep believes that a universally designed curriculum is the most efficient and effective way to provide access for a broad range of diverse student disabilities and needs.<sup>15</sup> This approach guides the full inclusion of students with disabilities, from the facilities, to the differentiated curriculum, to the routines and rituals of daily life. This approach is proven to help students with disabilities and their non-disabled peers to achieve greater academic success.<sup>16</sup> Specifically, this approach will include a design of materials and activities that are attainable by individuals with wide differences in their abilities to see, hear, speak, move, read, write, understand, organize, engage, and remember. We will implement the three universal design principles as formulated by the Center for Applied Special Technology:<sup>17</sup>

- The curriculum provides multiple means of representation. Subject matter can be presented in alternate modes for students who learn best from visual or auditory information, or for those who need differing levels of complexity.
- The curriculum provides multiple means of expression to allow students to respond with their preferred means of control. This accommodates the differing cognitive strategies and motor-system controls of students.
- The curriculum provides multiple means of engagement. Students' interests in learning are matched with the mode of presentation and their preferred means of expression. Students are more motivated when they are engaged with what they are learning.

### **Systems to Ensure that All Students Meet Academic Performance Standards**

We anticipate that 23% of our incoming students will have Individualized Education Plans (IEPs), 6% of our students will be classified English Language Learners (ELL), and that our students will be, on average, at least two-grade levels behind when they enter sixth grade.<sup>18</sup> Therefore, the entire school incorporates supports for students struggling academically, not just those with disabilities. The academic program will avoid remediation “pull-out” from core courses whenever possible, limiting its use to connections courses and extracurricular activities from 3:00-5:15 pm each day. We will use a curriculum that meets each student where he or she is and, using extra time and supports, accelerate students academically to master the 28 New York State Learning Standards at a faster rate than in traditional schools.<sup>19</sup>

In order to ensure that all students meet academic performance goals as outlined in their IEPs, Democracy Prep makes a clear distinction between modifications to curricular content and accommodations available to students that do not lower academic expectations. We will seek to *modify*

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<sup>15</sup> Orkwis, Raymond. “Curriculum Access and Universal Design for Learning.” ERIC Clearinghouse on Disabilities and Gifted Education. ERIC/OSEP Digest #E586. The Council for Exceptional Children. December 1999.

<sup>16</sup> Hehir, Tom. *Seminar with Building Excellent Schools Fellows*. 9/28/04. Boston, Massachusetts.

<sup>17</sup> Information gathered from <http://www.cast.org/udl/> on October 2, 2004.

<sup>18</sup> This assumption is based on the averages for CSD 5 and will serve as a baseline. Our intent is to serve at least the same or greater numbers of ELL and special education students than the district as a whole and our outreach will reflect this goal.

<sup>19</sup> Material culled from <http://www.cast.org/udl/index.cfm?i=7> on October 2nd, 2004.

curriculum as *infrequently* as possible, yet we will provide *accommodations* as *frequently* as necessary to help students progress as guided by students' IEPs and their individual needs.<sup>20</sup>

## **D. Assessment**

### **Teacher Accountability for Student Results**

A hallmark of Democracy Prep's academic program is the belief that instructional staff should be evaluated—and partially compensated—based on the academic performance of their students. The core evaluation mechanism is the *Balanced Scorecard* (available upon request due to page limitations) coupled with rigorous evaluation of student performance on a range of assessments. Campus Directors complete a full evaluation of every instructional staff member once per trimester, which includes a complete review of student academic performance. Based on this evaluation (and, more directly, on students' performance on trimester exams), instructional staff receive a performance-based raise of up to 10% of their annual salary.

### **Use of Assessment Data to Drive Instructional Program**

Democracy Prep Public Schools is committed to demonstrating objectively that students are learning a rigorous curriculum and preparing for success in college. In order to accomplish this goal, we will measure academic progress extensively and precisely using a wide variety of ongoing assessment tools. In addition to city, state, and privately developed assessments, we will ensure that pre-test and post-test assessments developed by the school are frequent, relevant, and aligned with state standards. In addition, our College Preparation Portfolios and other school-designed assessments are rigorously vetted, scored, and externally validated by organizations such as The Achievement Network, based in Boston.

In order to measure what students at Democracy Prep VI know and are able to do, we will employ a robust assessment system that does not rely on any one measure or type of measure in isolation; instead, we will rely on three types of measures in concert. Each one of these measures is essential to the effectiveness of our system to determine if students have mastered the curriculum, if extra support is needed for individual students, if cohorts have progressed over time, if individual teachers have demonstrated effectiveness, and if we are accomplishing our overall mission. Furthermore, our assessment system is aligned to district, city, and state assessment methods so as to ensure appropriate comparison with traditional public and other charter schools.

All of our assessment data will be scrupulously analyzed using sophisticated statistical methods including multivariate regression analysis, scatter plot analysis, and test item analysis. Teachers will be trained in these techniques during August professional development sessions and then meet each Friday afternoon to review specific assessment data in faculty working groups. In addition to helping understand the needs of individual students, the results of our internal and external assessments will help us to develop and modify our curriculum and our instructional methods. Baseline data prior to students' entrance to Democracy Prep will help determine the materials need to be taught to incoming sixth grade students. Assessment data will also help us to allocate resources in terms of classroom materials, professional development, and outside consultants. We will regularly present our data in an easily accessible, widely disseminated, jargon free, and critical manner. Our Board of Trustees, families, community members, students, and the state authorizer will receive regular updates on the most current data available. Our annual report will be published shortly after the end of the fiscal year, once city and state test data from the previous year have been reported and analyzed and the annual audit conducted. Additionally, each class ends with a review of the aim and a "ticket to leave" that

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<sup>20</sup> Hehir, Tom. "Implementing Inclusive Education." Harvard Graduate School of Education. Spring 2002.

emphasizes comprehension of the class's specific and measurable aims with at least four questions that evaluate the student mastery. Exit ticket data is gathered regularly and evaluated by teachers to identify and treat individual and group deficiencies.

Specific assessment measures and goals employed by Democracy Prep are described in greater depth in our *Balanced Scorecard* (available upon request due to page limitations). Baseline data will be collected in all three types of assessment measures as follows:

- **Absolute Measures:**

Absolute measures are those that are based on a specific set of pre-determined content knowledge and skills. These measures are also called criterion-referenced, standards-based because they measure against criteria rather than other students or students over time. Their goal is to measure academic proficiency against a standard of knowledge and skill that does not change. Proficiency on these exams is an indicator of a student's likely ability to pass the Regents examinations in high school and succeed in college.

Examples of this type of test are the New York City and State exams, Regents exams, and the Advanced Placement exams for our Upper School Students. Under NCLB it is our goal to make Adequate Yearly Progress or Safe Harbor on the state tests in ELA and Math for all sub-groups of students in the school as disaggregated by race, income, special education status, and English proficiency. Moreover, we will have a participation rate of more than 95% as we work towards the goal of 100% proficiency for all students.

- **Value-Added Outcome Measures:**

Due to the low achievement levels of local elementary schools and our experience at our other middle schools, we anticipate that most of our students will enter Democracy Prep far below proficiency in literacy and math. As a result, one of the most important indicators of our success in early grades will be the amount of value we add to our students' scores. Value added scores will measure both the progress of individual students over time as well as cohorts of the same students over time. Because this measure compares students to their own data, it controls for demographic factors that may influence performance.

We will measure added value on a nationally-normed test such as the Measure of Academic Progress (MAP). This test will allow us to compare our student performance to similar age students across the nation. Progress of students will be expressed in Normal Curve Equivalent (NCE) scores and converted into percentile rank or Grade Level Equivalent for dissemination. The increase in percentile rank will demonstrate progress being made by Democracy Prep students compared to that expected of the national sample. While rapid value-added improvement alone is not enough to ensure proficiency on the Regents or other criterion referenced exams, it does demonstrate progress towards that goal.

Value added measurements will also be conducted for our criterion-referenced tests like the city, state, and Regents exams. These results will be expressed in scale scores, which represent a specific level of skill and knowledge. Students will be expected to demonstrate an improvement on their scale score in each successive grade at a rate that will ensure that they eliminate the gap between current performance and proficiency prior to the 11<sup>th</sup> grade.

Additionally, we will use a number of additional norm-referenced exams to determine the value added for our students. All students in the upper school will be expected to take the PSATs, SATs, and ACT. These nationally-normed exams will help to evidence a student's readiness to enter and succeed in the college of their choice.

- **Comparative Outcome Measures:**

In addition to examining academic goals in terms of absolute student achievement and the value that Democracy Prep has added to cohorts and individual students, we also compare our performance to students in Community School District 5, demographically similar schools, charter schools, the city, and the state. The reason for this comparative measure is to erase the myth that students in Harlem cannot compete academically with those in the rest of New York State.

- **Internally Developed and Externally Validated Measures:**

In addition to the external standardized assessments that are an essential part of preparing our students to enter in college, we believe that other indicators and assessments are even more important to prepare them to *succeed* in college. We do not believe it is valuable to “teach-to-the-test” but that it is important to prepare every student to succeed on any form of assessment, be it designed by the school or standardized.

At the beginning of each year, teachers of the six core subjects will design and administer pre-test Comprehensive Examinations based on state standards that have been planned backwards from the point of college preparation at the end of grade 11. Passing the comprehensive exam at the end of each subject is required to be promoted to the next grade, but it is not a one-time high stakes exam. Students will have a great deal of preparation for the exam through six week assessments, weekly assessments, and other tests and quizzes. Those students who earn a grade of less than 70% on the Comprehensive Exam will have at least one additional opportunity to take and pass the exam and be promoted in Summer Academy.

The most frequent formative tests take place weekly in every core class. These teacher-designed tests are scored based on objective and externally validated rubrics. A second assessment is a system of six-week assessments pioneered by other “no excuses” high performing charter schools. These systems test cumulative knowledge and provide robust assessment data on a routine basis in advance of the year-end exams.

Another essential internally designed and externally validated assessment is the College Preparation Portfolios that include a completed college application as well as oral exhibitions to a panel of outsiders at the end of 8<sup>th</sup> grade. The CPPs will help to focus students on college as early as the sixth grade and are a requirement for promotion.

### Assessment Structure

The chart below represents a selection of the academic metrics used to measure student performance.

Academic Metrics	Audited or Validated By	Outcome Data	Grades Used	Description & Rationale
<b>New York City &amp; State Exams</b>	New York City & State Education Departments	Percent of students proficient in spring of next year	6-8	Provide absolute measure of content and comparison with different schools as well as longitudinal student & cohort progress using scale scores.
<b>New York State Regents Exams</b>	New York State Education Department	Percent of students passing with a score of 65% or better	8-11	Provide comparison with statewide schools as well as longitudinal student and cohort progress.
<b>Democracy Prep Comprehensive Post-Test Exams</b>	Democracy Prep leadership team and	June Comprehensive Post-Test Exam	6-12	Internally created exams are aligned to state standards and broken into six-week

	outside experts			assessments that guide the scope and sequence of the DP curriculum and mimic college final exams.
<b>MAP Complete Battery</b>	NWEA—MAP Assessment	June scores compared to national peers	6-12	National normed and validated tests allow us to measure value added over time and to compare students to their national and charter peers.
<b>Language Assessment Battery Revised</b>	Democracy Prep	Students eligible for ELL services	6-8	The LAB-R test identifies students who are entitled to our Structured English Immersion program for English Language Learners.
<b>NYSESLAT</b>	New York State Education Department	End of year scores	6-8	Used for all students who have been designated ELL to determine progress and exit criteria.
<b>New York State Alternate Assessment</b>	New York State Education Department	End of year scores	6-8	Used for any students who have IEPs recommending Alternate Assessments to assess progress towards IEP goals.

### Rationale for Selection of Assessments

The assessment plan described above is built on the best-practices of Democracy Prep Charter School. In addition to New York City and State Assessments, DPPS has built an internal assessment program that is aligned to an accelerated introduction to the state learning standards, and with DPPS course scope and sequence plans. DPPS also uses the MAP because it is computer-adaptive and nationally-normed, which allows for nationwide comparison between DPPS and other high-performing charter networks.

## E. School Climate and Discipline

### A Respectful School Culture with a Disciplined Environment

Democracy Prep Public Schools is founded on the belief that a safe, structured, and supportive school community is essential to ensure dramatic academic gains for all students.<sup>21</sup> We adhere to a “broken windows<sup>22</sup>” approach to school discipline and a “tipping point<sup>23</sup>” approach to school culture.

<sup>21</sup> This approach to discipline is employed by DPCS and other “no excuses” schools across the country.

<sup>22</sup> The “Broken Windows” thesis, developed by James Q. Wilson and George Kelling, indicates that as environmental characteristics (accumulated trash, broken windows, minor crimes, deteriorating buildings, etc.) remain unaddressed, people feel more vulnerable and withdraw. They become less willing to intervene to maintain public order or to address physical signs of deterioration.

[http://www.cityofseattle.net/police/prevention/Tips/broken\\_window.htm](http://www.cityofseattle.net/police/prevention/Tips/broken_window.htm)

<sup>23</sup> The thesis was popularized in “Tipping Point: How Little Things Can Make a Big Difference” by Malcolm Gladwell who proposed that social behaviors reach a point at which their growth changes from linear to exponential.

Democracy Prep VI will focus relentlessly on appropriate consequences for small issues in order to ensure that more significant negative behaviors are unlikely to occur. Democracy Prep strives to establish the same strong orderly culture, which has led to success at “no excuses” schools across the nation, at all of its schools, and the success of our other schools is evidence of its effectiveness (See Attachment 14 for Academic Performance Data from Schools Managed by the CMO).

- **Teach Appropriate School Behavior**

We believe that like academic skills, proper school behavior is not innate, but must be taught clearly and explicitly. Because our students come from diverse schools and backgrounds, all entering students begin their experience with the Preparation Academy, a week-long session in August at which students are taught the behaviors, routines, rituals, and rules of Democracy Prep.<sup>24</sup>

- **Preparation Academy**

In Preparation Academy, we administer assessments to establish baseline scores in each subject. In addition, students are taught how to learn at Democracy Prep. Preparation Academy includes direct instruction in academic and organizational skills including how to: organize binders, come to class prepared with necessary materials, take notes, put a proper heading on papers, raise hands in class, submit homework assignments, study for a test, ask respectful questions, etc. The Academy also includes social lessons as basic as how to walk in silent lines in the halls, hold the door for a classmate, say please and thank you, give a firm handshake, make eye contact, apologize for mistakes, make proper introductions, correctly wear the school uniform, properly use meal manners, and leave a place cleaner than one found it.

- **DREAM Rubrics and DREAM Dollars:**

Our school culture and discipline framework are based on Discipline, Respect, Enthusiasm, Accountability and Maturity, or DREAM.<sup>25</sup> Reports distributed weekly to students and parents come in the form of a DREAM “paycheck” which can total up to \$100 in DREAM Dollars with \$20 earned for every on-time school day a student attends.<sup>26</sup> Students who maintain high DREAM dollar averages will receive special privileges and recognition. Every teacher monitors DREAM, recognizes students for exemplary behavior, and deducts DREAM Dollar for infractions such as calling out (Respect), putting a head down on a desk (Enthusiasm), sloppy work (Discipline), leaving a mess (Maturity), or neglecting homework (Accountability).

- **STAR Posture**

Students will demonstrate that they are ready to learn by sitting in STAR posture, an acronym for Sit up, Track the speaker, Ask and answer questions, and Raise your hand. Classes are also evaluated and encouraged to work as a team by focusing on having *all students*: 1) completely prepared; 2) use words and actions that demonstrate DREAM; 3) learn in STAR posture; 4) complete homework and class work on time; and 5) leave the classroom neat, orderly and cleaner than it was found. Classes that work well as a team earn special dress-down privileges, lunches, trips, and other opportunities.

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When a group of committed people behave differently in small ways, their behavior ripples outward until it reaches a “tipping point” which can change the world.

<sup>24</sup> Preparation Academy is based on successful programs such as "KIPPnotization," "Amistadization," and high achieving schools.

<sup>25</sup> DREAM was designed and successfully implemented at Democracy Prep.

<sup>26</sup> The Paycheck system is based on the KIPP and Amistad Academy paychecks, but modified to encourage long-term savings.

- **Community Gatherings**

Other essential elements in building a respectful and disciplined school community are Morning Advisory and weekly sessions of the Town Hall. These community gatherings are times for students and teachers to come together for spirit building activities, rituals, reflection, recognition, awards, performances, and other community messages. Town Hall will begin as a place for awards and exhibition of exemplary student work and over time will provide time to thoughtfully deliberate current events and issues of importance to the school, community, city, state, nation, and world in a formal setting. Eventually students will strategize and implement methods for helping to *change the world* through their direct actions and advocacy.<sup>27</sup>

- **Ambassadorial Behavior**

When students enter the Preparation Academy, they arrive in white t-shirts, during which they must earn their Democracy Prep uniform.<sup>28</sup> The uniform serves to build school pride, equalize students, and teach the importance of college ready appearance. Students are taught that wearing the Democracy Prep logo and uniform makes them ambassadors for the school and that they must act accordingly if they want to continue to wear their uniform and represent the school to the world. This means students must embody the DREAM values both inside and outside of the school facility; they must own the values not only as extrinsic motivators, but as intrinsic ways of life. Students unable to maintain ambassadorial behavior lose privileges.

- **Silence is Golden**

Hallway chaos is a sign of deeper troubles in a school's culture that leads to violence, vandalism, and other problems.<sup>29</sup> Democracy Prep believes school must be an oasis from the cacophony that students face in their daily lives. Silence reinforces good study habits, provides time during the day for "Drop Everything And Read," emphasizes the importance of order in the hallways, and helps students focus on the academic tasks by beginning every class with a silent "Do Now" assignment.

- **Accountability for Decisions**

Students must learn that their behaviors, both good and bad, have consequences. The staff will use a fair, firm, and consistent approach to accountability that is purposeful, transparent, and equitably applied. Students at Democracy Prep will be asked to sign the student handbook to ensure that they know, understand, and will abide by school rules and to acknowledge that they fully comprehend the accountability procedures. This process will ensure that students are acutely aware of the school rules and know what will happen if they are not followed. In addition, positive behaviors will earn special recognition, rewards, and privileges. Posters, quotes, and rubrics will be posted throughout the building to constantly reinforce these messages.

- **Advisory and Advisors**

Within each Academy, 12-15 students will be assigned to an Advisor within a homeroom named for a college or university. Each Advisor, also a staff member at Democracy Prep, will be the primary contact with the student's family and will talk with them at least once every two weeks. In Advisory students

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<sup>27</sup> The Town Hall will be based on experiences of the US Page School, in Washington DC and Town Meeting at Amistad Academy, as well as the successful forensics, speech, and debate programs at schools such as Bronx Science, Stuyvesant, and others.

<sup>28</sup> The use of "earned" uniform components is successful at DPCS, Amistad, KIPP, and other excellent schools.

<sup>29</sup> Visit to IS 172, Powell Middle School for Law and Justice, April 15<sup>th</sup>, 2005. Comments by Principal and other staff.

receive explicit instruction in DREAM character and citizenship and benefit from a small group of students with whom to share meaningful experiences.

- **College and Civic Expeditions, Field Trips, and End of Year Field Lessons**

Democracy Prep Public Schools has pledged to raise funds to support supplemental enrichment activities that enhance our core academic program. These activities are designed to broaden the horizons of our students to give them a better sense of their role as a citizen of their community, city, nation, and world. Each month, we have scheduled a Civic Expedition or College Expedition. College Expeditions include lessons on a college campus or college fair about specific aspects of college life such as arts, dorm life, laboratory science, sports, cultural organizations, and others. Civic expeditions include visits to historic sites, museums, art exhibits, and cultural or political events with assignments linked to relevant curricular material. An annual ski and snowboard trip will be held at the end of the first trimester and Summer Academy for students who have a certain DREAM Dollar balance in their account. The grand finale of each academic year is an earned three-to-seven day Field Lesson out-of-state. Sixth grade students will visit civic sites and colleges in Washington DC, seventh grade students will visit Ivy League colleges and historic sites in Providence, RI, New Haven, CT, and Boston, MA. Eighth grade students will take an extended trip to Canada.

### **Code of Conduct and Disciplinary Policies**

Democracy Prep places a great deal of emphasis on our strict Code of Conduct and ensures that there is a consequence for every disciplinary infraction, from the routine to the most serious. Our policies are based on the most successful schools in the country and included due process procedures for all students. Students with disabilities have additional rights as outlined in federal law.

Over the course of its four years in operation, Democracy Prep Public Schools has developed a highly effective Student Handbook that outlines all school policies and expectations, particularly around discipline and behavior. The policies laid out in the handbook apply to all students including special education and ELL students and includes provisions for implementing alternative instruction options for suspended students of compulsory education age.

### **Family Involvement**

Family communication and involvement at Democracy Prep is incredibly important to building our school culture and achieving our ambitious mission. The tone for open and frequent communication with families is set immediately after our public lottery. Admitted students are invited to attend open houses at which staff and teachers meet families, lay out expectations and answer common questions. Staff members may also conduct a home visit to admitted students.

Families will be asked to sign and agree to the Democracy Prep Family Pledge in which they will agree to participate actively in the academic life of their student. This participation includes ensuring that their child is rested, dressed in uniform, and prepared for school on-time every day. It also includes an agreement to volunteer at school activities, chaperoning, and other events at which they can be helpful to the school community. Families will agree to pick up their child's three report cards in person at school and meet with the necessary teachers in school at least three times each year.

Contact with families will be frequent and primarily positive. Each student will have an Advisor who will serve as the primary point of contact for 12-13 families. The Advisor will speak with each family at least once every two weeks and report areas of growth as well as areas in need of improvement. Families will also receive a DREAM Dollar paycheck each week indicating exactly how well or poorly a student did during the previous week in terms of citizenship and scholarship. The paychecks indicate weekly accumulation and aggregate citizen cash account balances which include a college scholarship account, a field trip account, an end-of-year field lesson account, and an account for each

student to use on designated DREAM Dollar Auction items. Weekly newsletters for families about upcoming events and important dates are included with the Paychecks which need to be “endorsed” and returned for them to be deposited into a student’s account.

Families will have access to the home and school phone number of the student’s Advisor; they will also have access to each teacher’s school-provided phone numbers in order to contact them at any time from 7:00 am-9:00 pm about an issue of importance to the family. This can be a problem with a specific homework assignment or a question about the Saturday civic expedition the next day. Lines of communication will be open at all times in order to both reduce confusion and eliminate “I didn’t know” excuses from families and students. Democracy Prep will make every effort to reach out to families and to be receptive to their needs, however, if a family makes communication difficult, the school will work directly with the student to ensure their success without relying on family involvement or blaming its absence for poor student performance.

The Family Leadership Council is the formal body by which family members will engage in discussions about how to improve and support Democracy Prep. All families will be invited to sit in on Board meetings, and encouraged to participate in monthly meetings with the Campus Directors to share both concerns and triumphs. The Family Leadership Council will meet regularly with the Leadership team to offer their feedback on administrative and policy matters; however the Board of Trustees will maintain ultimate responsibility for the policies in place at Democracy Prep. While no seat on the Board of Trustees is reserved specifically for a Democracy Prep family member or any specific constituency, families will have access to all public meetings of the Board and will be welcome to participate in such meetings and to contribute to committee work as appropriate.

## **II. ORGANIZATIONAL PLAN**

### **A. Governing Body**

The applicant proposes that the current Board of Democracy Prep III Charter School become the Board for Democracy Prep VI Charter School, as well as the two other charters for which Democracy Prep has applied, Democracy Prep IV and Democracy Prep V. An organizational chart showing this relationship is included in Attachment 18 – Optional Network Plan.

The Board of Democracy Prep III consists of Khary Barnes (Chair), Rashida La Lande, Ken Biberaj, and Katie Duffy (Democracy Prep Public Schools). Attachment 7, 8, and 9 provide the Resumes, Statements of Assurances, and Requests for Information, respectively, to demonstrate the capacity of this Board to assume the responsibilities of overseeing Democracy Prep VI. While the Board already exceeds the required size set by non-profit law and this application, and already has the confidence of NYSED and the Board of Regents to govern Democracy Prep III; Democracy Prep, once this strategy is approved, has immediate plans to add at least two members, who have served on other Democracy Prep school Boards, to this Board in the next six months and will likely add more in the future to create the increased capacity needed as the Board moves from overseeing one to four schools over the next four years.

### **Considerations of Statute**

The applicant recognizes the potential ambiguity of statute when it comes to this issue, and to the extent that this is not permissible, each new charter will legally have its own board that consists of the same members as that of Democracy Prep III. That group will have separate public meetings for all four schools on the same day but keep separate minutes. However, in order to maximize the capacity of those individuals and minimize unnecessary complexity, Democracy Prep prefers to have a single legal

entity, Democracy Prep III Charter School’s Board of Trustees, govern the four schools (Democracy Prep III, Democracy Prep IV, Democracy Prep V, and Democracy Prep VI). For the purposes of simplicity from here forward, that Board, whether it be the consolidated Board or a separate legal entity made up of the same individuals, as the “Board of Trustees” (or “the Board”).

### **Board Responsibilities**

The Board of Trustees shall serve as the governing authority of the charter school, and therefore is the body ultimately accountable to the authorizer for the agreed upon goals for academic achievement and organizational viability set forth in the charter. The primary responsibility of the Board of Trustees will be to govern Democracy Prep VI so that it meets its mission. The board will not manage the school, but will ensure academic, mission, and financial accountability as well as plan for the strategic growth of the school. The Trustees first task will be to evaluate and hire a Campus Director. If a complaint is brought to the board under section 2855(4) of the New York State Education Law, it shall serve as the arbiter of the case with appeals going to the Chancellor and eventually the State Board of Regents. The Board will also be accountable for ensuring compliance with the New York State Charter Schools Act of 1998 and other applicable state and federal laws and obligations.

The Board will also contract with Democracy Prep Public Schools to manage the operations of the school. The Management Agreement (a Template Service Agreement is included as Attachment 16) details all of the services of Democracy Prep Public Schools and contemplates the relationship between the Board and the Management Company, as it relates to termination, contingencies, materials, evaluation and oversight.

At least one representative of Democracy Prep Public Schools will serve as a Trustee on the Board at all times, but will recuse themselves from any and all votes that raise conflicts of interest. It is also the Board’s responsibility to oversee the Charter Management Agreement with Democracy Prep Public Schools. The Board of Trustees explicitly recognizes its obligation to hear complaints and will comply with all applicable state and federal laws, and obligations including monthly public meetings.

### **Board Oversight Structure and Systems**

In order to best leverage its capacity, the Board may create standing committees, including Finance, Development, Academic Accountability, Community & Families, and Governance, each of which will oversee that area for all of the schools under the Board’s purview. This means that the issues faced by the finance committee in year one of Democracy Prep V will have been addressed and dealt with at two other schools by the time they arise. This will create a number of efficiencies for the governance of these schools, and ensure limited time at Board Meetings is used effectively to address the most vitally important topics, rather than routine processes new Boards must spend time familiarizing themselves with. In addition, other ad-hoc committees will be formed as necessary to support the mission.

In its regular meetings, representatives of Democracy Prep Public Schools and each Democracy Prep school will present a Board Dashboard, which is a comprehensive visualization of academic, cultural, financial and staffing data, to keep the board informed of progress to the agreed upon goals at each school. Side-by-side comparison of schools at different stages of development (one-year apart) will allow for unprecedented accuracy in identifying areas of concern and course correction, academically, culturally, financially, and in terms of staffing.

### **Qualifications for Board Members**

The Board is a diverse team of New York City’s educational, civic, and business leaders. Board members share the belief that all students are entitled to their choice of a high quality public school. The Board is committed to the Democracy Prep mission of preparing all students for success in college and citizenship. Specifically, all current and future members must strongly believe all students deserve: 1)

The rigorous academic standards and frequent assessment found in excellent charter schools; 2) an engaging curriculum, taught by excellent teachers, focused on preparation for college; 3) civic, character, and leadership education as an essential part of public schooling; and 4) a highly structured, disciplined, and supportive academic environment.

In order to recruit and select Board members, we use a rigorous and extensive process which has included diverse professional and personal networks, on-line resources such as BoardNet and board training programs.

### **By-Laws and Code of Ethics**

The Firm of Shulte Roth & Zabel LLP, our pro-bono legal service provider, helped to draft and review the Board's Bylaws and Code of Ethics Policy, which can be found as Attachments 5 and 6, respectively.

### **Public Meetings**

Democracy Prep will make all Board meetings and schedules public as required by law. As stated above, while no seat on the Board of Trustees is reserved specifically for a Democracy Prep family member or any specific constituency, families will have access to all public meetings of the Board and will be welcome to participate in such meetings and to contribute to committee work as appropriate.

## **B. Founding Group Composition**

Democracy Prep VI's founding group will consist of the key staff of Democracy Prep Public Schools, the charter management organization with which Democracy Prep VI will contract. Together, DPPS CMO staff has several decades of instructional and organizational experience in the charter sector and beyond. Key CMO staff currently includes, but is not limited to: Seth Andrew, Founder and Superintendent; Katie Duffy, Chief of Staff; Jaime White, Director of Curriculum and Instruction; Andrew Epstein, Director of Finance; Gabriel Nadel, Director of Data and Technology; Jonathan Howard, Director of Talent Acquisition; and Linda Easton, Director of Human Resources. This same group currently manages all DPPS schools, including Democracy Prep Harlem (Middle), Democracy Prep Charter High School and Democracy Prep Charter School Middle, the #1 ranked public middle and charter school in NYC according to the Chancellor of the New York City Department of Education. DPPS has also started up two highly successful charters in Rhode Island and was recently approved by the SUNY Board of Trustees to turnaround Harlem Day Charter School, a failing elementary charter school also in Harlem. Resumes of Founding Group Members are included as Attachment 7.

### **Founding Group's Experience and Capacity**

#### *Seth Andrew, Founder and Superintendent*

Mr. Andrew is responsible for setting the vision for Democracy Prep Public Schools and maintaining quality across the network, both operationally and academically. Mr. Andrew is also the national voice of Democracy Prep, serving as an expert in the field of urban education and civic engagement in schools. The Superintendent has overall accountability for the organization and for maximizing its current impact and future growth. Prior to founding Democracy Prep Charter School in 2005, Mr. Andrew was a Fellow at Building Excellent Schools, received his bachelor's degree in Education and Public Policy & American Institutions from Brown University, and earned a Masters Degree from Harvard's Graduate School of Education, where he is currently an adjunct professor. Seth is a special education teacher and graduate of the New York City public school system and was born and raised in Upper Manhattan.

#### *Katie Duffy, Chief of Staff*

Ms. Duffy is responsible for providing critical, high level support to the Superintendent to advance the organization's mission, and oversees the Civic Engagement Team. She helps develop and maintain internal systems to increase effectiveness of the network, serves as the primary point of contact for all institutional partners, including individual members of the Boards of Trustees. Katie Duffy has been with Democracy Prep since the first year of operation of the flagship school. Ms. Duffy also leads the charter acquisition process across the entire network. Ms. Duffy is a graduate of Mount Holyoke College and earned her master's degree in educational leadership from George Washington University. Ms. Duffy, who will serve on the Democracy Prep Unified Board, has worked in schools in Harlem for years. At Democracy Prep she is responsible for recruiting new members to its Boards from the community and has built strong relationships with each Board member. As a member of the Unified Board, she will be a crucial asset in both representing Democracy Prep Public Schools, ensuring the Board run efficiently, and building out a highly competent Board with broad areas of expertise.

*Andrew Epstein, Senior Director for Finance*

Mr. Epstein is responsible for network and individual school budgeting, as well as the dissemination of policies and procedures that comply with best practices and overseeing the Finance Team. Mr. Epstein joined Democracy Prep in 2009, bringing nearly a decade of experience from the private sector to Democracy Prep. Mr. Epstein began his career at Teach For America, KIPP Academy and traditional public schools. Mr. Epstein spent the last eight years working at Universal Music Group, in a variety of finance and operations roles. Mr. Epstein graduated from the University of Michigan and earned his MBA from Columbia Business School.

*Jaime White, Senior Director for Curriculum and Instruction*

Ms. White, as Director of the Academic Team, sets network-wide standards, professional development and assessment. Ms. White comes to Democracy Prep with over fifteen years in urban education. She was a founding staff member of Roxbury Prep Charter School, one of the first high-performing charter schools in the country. She graduated from the University of Massachusetts, earned a master degree from the University of Pennsylvania and is currently working on her doctoral degree in education at Teachers College at Columbia University.

*Linda Jones Easton, Senior Director for Human Resources & Operations*

Ms. Easton is responsible for high level human resources support for each school in the network, ensuring compliance and prudence in policies and procedures and overseeing the Operations Team. Ms. Easton joined the Democracy Prep team at the end of the school's first year, and brings decades of experience in facilities management and human resources to Democracy Prep. Prior to her arrival at Democracy Prep, Ms. Easton held positions at Sheltering Arms Children Services, Harlem Dowling, and the Montclair, New Jersey Board of Education. She is also a founding Board member of Harlem Day Charter School. Ms. Easton is a graduate of Caldwell College.

*Gabriel Nadel, Senior Director for Data and Technology*

Mr. Nadel, as a member of the Knowledge Management Team, is responsible for the implementation of data systems for individual schools, establishing mechanisms for tracking network-wide data. Mr. Nadel also oversees technology at schools in the network. Mr. Nadel joined Democracy Prep in 2009, bringing eight years of experience in the New York City charter sector. Prior to Democracy Prep, Mr. Nadel served as Director of Finance and Operations at Girls Prep Charter School. Mr. Nadel graduated from the University of Michigan and earned his MBA from New York University.

*Jonathan Howard, Director for Talent Acquisition*

Mr. Howard, as Director of the People Team, is responsible for recruitment at both Democracy Prep schools and the central office. He leads university outreach, the vetting process, and developing strategies to maximize staff retention. He joined Democracy Prep in its second year after serving as a teacher and Teach For America Corps Member, where he taught students with special needs in Harlem. Mr. Howard also serves the Harlem community through his work as a member of the Board of Trustees of St. HOPE Leadership Academy Charter School. An Arizona native, Mr. Howard is a proud alumnus of Arizona State University where he earned a degree in Management in 2006. He has since earned a Master’s degree in Teaching from Pace University in New York City.

#### *Additional DPPS Support Staff*

This key staff is assisted by a strong team of support staff in all areas of CMO support to schools. An organizational chart for Democracy Prep Public Schools that includes these support positions is included in Attachment 18 – Optional Network Plan.

### **C. Management and Operation<sup>30</sup>**

#### **Organizational Structure**

An organizational chart that shows the relationship between the Board of Trustees, Democracy Prep Public Schools, Democracy Prep VI’s Campus Directors and staff, is included as Attachment 10. An organizational chart that shows internal staffing of the service teams at Democracy Prep Public Schools is included in Attachment 18 – Optional Network Plan.

#### **Democracy Prep Mission & Charter**

The Democracy Prep VI’s mission and charter shall serve as the ultimate authority and guiding document of the school. All management and operational decisions are considered in the context of whether they further the mission of the school to educate responsible citizen-scholars for success in the college of their choice and a life of active citizenship. The Board of Trustees, the staff, families, and students of Democracy Prep will take an Oath of Office to support and advance the goals set forth in the charter.

#### **Board of Trustees**

As stated above, the board will not manage the school, but will ensure academic, mission, and financial accountability as well as plan for the strategic growth of the school.

#### **Democracy Prep Public Schools**

Democracy Prep Public Schools will serve as the charter management organization for Democracy Prep VI. Working closely with the Campus Directors, DPPS will provide comprehensive back-office support, particularly in the areas of accountability, fundraising, operations management, strategic planning, community outreach, and all other administrative tasks needed to ensure the success of the school. DPPS’ academic team will also oversee administration of the Democracy Prep academic model at Democracy Prep VI, and so will provide consistent advice and counsel to the Campus Directors and staff. For an overview of services Democracy Prep Public Schools will offer its schools see section II. C.1 and for the Template Service Agreement (Attachment 16).

#### **Sharing of Resources and Best Practices Across Democracy Prep Schools**

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<sup>30</sup> The information provided in this subsection and elsewhere throughout Section II: Organizational Plan should satisfy the require element of the §5203 of the ESEA—CSP Grant regarding how the proposed charter school will be managed.

While all Democracy Prep schools are to be run on public funds, where proximity permits resource sharing can be efficient and allow limited funds to be allocated toward other worthy initiatives. For example elective teachers, such as music and drama, may teach at multiple Democracy Prep schools during the same trimester.

Further, Democracy Prep already shares all curricular materials created by all of its teachers over the past four years electronically with all teachers. In addition frequent network-wide professional, and cross-network subject professional development will bolster sharing and refining of best-practices at all schools.

### **Existing School Staff**

No existing school staff will be responsible for development of new Democracy Prep schools. Schools are replicated entirely by the staff of Democracy Prep Public Schools and the staff of the new school. An exception to existing school staff assisting in replication is if the proposed Campus Director is currently on staff at another Democracy Prep school. If this happens, as has been the case in the past, the person will take a lighter load for the last three months of the previous school year at his or her other school and be paid by Democracy Prep Public Schools for school planning work.

### **Key Positions and Hiring Schedule at Democracy Prep VI**

Attachment 7 describes the key positions at Democracy Prep VI. The “heavy on instruction, light on administration” staffing plan illustrated by the organizational chart (Attachment 10), the Key Positions attachment (Attachment 11), the budget (Attachment 17), and Section II.D has been implemented at Democracy Prep’s other 5 schools to lead to the outstanding academic outcomes that are found in Attachment 14.

### **C.1. Charter Management Organizations**

We intend to contract with a not-for-profit charter management organization. *Continue with completion of this section.*

We do not intend to contract with a not-for-profit charter management organization. *Skip to the next section.*

Democracy Prep Public Schools (DPPS) is a non-profit charter management organization (CMO) that operates high-performing public charter schools in Central Harlem, New York and Central Falls, Rhode Island. Its mission is to educate responsible citizen-scholars for success in the college of their choice and a life of active citizenship. Background information on DPPS, a contact list of DPPS schools, academic performance data of those schools, and a summary of the CMO’s fiscal performance for the past three years are included as Attachments 12-16, respectively.

### **Services Provided**

DPPS provides institutional support to its schools under a management agreement signed between the board of trustees at each school and Democracy Prep Public Schools. Future management agreements will be signed using the same template between individual school boards of trustees and DPPS.<sup>31</sup> These

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<sup>31</sup> See the attached management agreement between Democracy Prep Public Schools and Democracy Prep Charter School for the template for all DPPS schools

management agreements are legal documents that clearly define the roles and responsibilities of both DPPS and the school to be managed by DPPS.

The role of DPPS will be to assume responsibility for the Democracy Prep VI’s educational process, and the management and operation of the Democracy Prep VI, all under the supervision of the Board. DPPS will devote the necessary time and effort, and will retain and allocate sufficient personnel, to meet the educational goals outlined in the charter and in the Management Agreement. Specifically, DPPS will support its schools in ten distinct areas:

Advocacy	Professional Development	Human Capital	Curricular Systems	Data Management
External Relations	Development	Finance	Operations	Compliance

Each school’s Board of Trustees will be responsible for overseeing and monitoring the Management Agreement with DPPS and interim metrics of success as well as hiring and firing the Campus Directors, with the CMO’s advice and counsel. The school’s Boards will promulgate DPPS recommended school policies, maintain the charter and tax status, control the funds of the school, employ the school based staff, maintain school records, and ensure adequate facilities.

Democracy Prep Public Schools reserves the right to terminate its relationship with any of its schools at any time, preventing the charter school from using any intellectual property owned by DPPS, including the trademarked items such as the motto or “Democracy Prep.”

The Template Management Agreement, included as Attachment 16, which is to be executed between Democracy Prep Public Schools and Democracy Prep VI (and has been executed by DPPS’ other schools), clearly delineates the roles and responsibilities of the Board, management and the CMO.

### **Reason for CMO Contract**

The founding group of Democracy Prep Public Schools is applying for Democracy Prep VI as its sixth middle school and third high school in New York. Democracy Prep Public Schools and Democracy Prep VI share the same mission: To educate responsible citizen-scholars for success in the college of their choice and a life of active citizenship. The relationship as defined by the Template Management Agreement was created to be able to replicate and expand Democracy Prep Public Schools’ track record of leading schools to academic success (Attachment 14). It is for these reasons that Democracy Prep VI will contract with Democracy Prep Public Schools.

### **D. Staffing and Human Resources**

#### **Talent Recruitment Plan**

Democracy Prep VI teachers will be experienced urban educators and veterans of programs such as Teach for America and recruited from public, private, and parochial schools around the world. We seek to receive a minimum of 100 applications for every position available to demonstrate that our teachers are literally the top 1%. This is accomplished by extensive outreach to the appropriate channels and a rigorous application process, directed by Jonathan Howard, Director of Talent Acquisition at Democracy Prep Public Schools. Job ads are posted to social media websites, job websites such as Idealist.org, Teach for America magazine, and other sources. All applicants, certified or uncertified, are asked to submit a written application and resume, pass a phone interview, give a sample lesson, and meet with

the Campus Director. All uncertified teachers hired by Democracy Prep are encouraged and given a financial incentive to pursue certification. In addition, Democracy Prep Public Schools already has a pool of over 60 teachers in New York City alone, who are eligible for a recruitment bonus if someone they referred is hired at another Democracy Prep school.

### **Talent Retention**

Democracy Prep invests significantly in effective teachers. It continually improves instruction by treating teachers as professionals and providing them with high quality instructional tools and professional development. Democracy Prep aims for teacher salaries to begin at least ten percent higher than the district scale and provides raises for academic growth and stipends for summer and Saturday teaching. Additionally, merit-based yearly raises of up to ten percent of a teacher’s base salary are awarded by Democracy Prep Public Schools and Campus Directors to teachers whose students demonstrate objective academic improvement above and beyond the school-wide statistical norm on a clear and predictable rubric. Teachers also receive a competitive benefits package that improves over time as an incentive to promote longevity and reduce turnover for effective teachers.

As Democracy Prep grows, teachers will have access to an expanding library of curricular and instructional materials, stored electronically on the network. In addition to weekly professional development on the school level, Democracy Prep provides three weeks of differentiated intense professional development every summer and funds teachers sent by their Campus Directors to attend external professional development seminars including Building Excellent Schools’ Weekend Warrior Series, Doug Lemov’s Taxonomy of Effective Teaching Practices, KIPP School Summit, or other similar high quality out-of-network opportunities.

See Section I.A. for General Professional Development and Support as well as Section I. D for using financial incentives based on achievement results to drive excellent instruction.

### **School Staffing Plan**

#### *Democracy Prep VI Hiring Schedule*

Y1: 1 Campus Director, 1 Office Manager, 8 Lead Teachers (inc. 1 elective teacher), 1 ACT Teacher, 1 Social Worker

Y2: 7 Lead Teachers (core subjects only), 1 ACT Teacher

Y3: 1 Asst. Campus Director, 8 Lead Teachers (inc. 1 elective teacher), 1 ACT Teacher

Y4: 1 Campus Director, 1 Office Manager, 8 Lead Teachers (inc.1 Korean language teacher)

Y5: 7 Lead Teachers (core subjects only), 1 ACT Teacher, 1 ACT Teacher, 1 Social Worker

This 5-year staffing plan is reflected in Budget and Cash Flow, Attachment 17. See Attachment 11 for Key Position Descriptions. Following the renewal of the charter after 5-years, Democracy Prep VI will retain two additional cohorts of teachers in years 6 and 7, as well as a College Counselor and an Assistant Campus Director.

### **Human Resources Challenges at Scale**

Democracy Prep does not foresee difficulty attracting and retaining high quality teachers into the classroom. The main barrier to scale is the lack of a pipeline for high quality “no excuses” instructional leaders. To broaden and deepen the pipeline of high quality leaders, Democracy Prep identifies promising teacher-leaders and begins a multiple-year professional development track that ends with the

opportunity to join *Leader U*, a privately-funded school leadership training program founded by Democracy Prep Public Schools but operated as a separate training program.

Democracy Prep designed *Leader U* as a rigorous training for up to ten aspiring school leaders each year, in partnership with Building Excellent Schools, and Columbia, Harvard and Brown Universities. The program consists of a residency at a Democracy Prep school and coursework at Building Excellent Schools and one of these university partners. Once placed in a Democracy Prep school, the leaders will be evaluated based on metrics of student performance, parent and student satisfaction, and teacher retention.

The pilot year of *Leader U*, includes two remarkable participants, currently preparing to open two new Democracy Prep campuses in the coming years.

## **E. Student Recruitment, Enrollment, and Evidence of Demand<sup>32</sup>**

Democracy Prep VI shall be open to any child who is eligible under the laws of New York State for admission to a public school, and the school shall ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and § 2854(2) of the New York Education Law, governing admission to a charter school. Annually new students will be admitted each year to Democracy Prep through a lottery system, without regard to prior measures of achievement or aptitude, disability, ethnicity, race, gender, national origin, religion or athletic ability.

### **Recruitment Plan and Lottery Preferences**

Formal recruitment of incoming students for the opening year will begin after Democracy Prep VI is authorized. During or before January of the opening year, Democracy Prep will advertise open registration and families, if they choose, will meet with staff and review the expectations of the school. Interested families will submit applications between January 15<sup>th</sup> and a deadline in March or early April of the opening year. At that time, a formal, a lottery will be conducted and observed by a third party auditor. Students will not be admitted prior to the lottery.

In its first year of operation, the school will accept applications for admission to the 6<sup>th</sup> grade only, for which approximately 108 students will be accepted. In subsequent years, Democracy Prep will accept additional classes each year of approximately 108 students in 6<sup>th</sup> grade and refill any vacant spots that exist in other grades, at the Campus Directors' discretion.

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

- After the first year, first preference will be given to returning students, who will automatically be assigned a space within the school.
- Second preference will be given to siblings of students already enrolled in a Democracy Prep Public School. For definition purposes, "siblings" are two or more children that are related either by birth by means of the same father or mother or by legal adoption or legal guardian.
- Third preference for admission for students who reside within Community District 5.
- Fourth preference, if permissible by statute and the New York City Department of Education, for admission is students enrolled at or scheduled to attend a persistently low performing school or other such schools as designated by the Chancellor of the New York City Public Schools as in need of turnaround, phase-out or closure.
- Fifth preference for admission for students who reside in New York City.

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<sup>32</sup> As directed by the 2010 Revisions to the Charter Schools Act, the Department and the Board of Regents will prepare guidance and draft Admissions Policies and Procedures (Enrollment Policy) as well as lottery guidance for schools. These policies, protocols and procedures will be adopted by schools during the planning year, or pre-opening period.

- Any remaining slots shall be available to applicants residing outside New York City.

Once all seats have been filled through the lottery process, names will continue to be drawn after all available spaces have been filled in order to form a waiting list for each preference category and grade level. This waiting list will be the only official, legal document identifying the names of grade eligible students with applications to Democracy Prep, pending acceptance for the subsequent school year, or in rare cases, when vacancies arise, based upon the order of random selection from the lottery following a recruitment period. The waiting list shall expire annually at the lottery drawing following the next year's enrollment period.

### **Outreach Plan**

Democracy Prep Public Schools and Democracy Prep VI will undertake the measures below, among others, to recruit student applicants and will provide translation services, if necessary, for all promotional materials and any person-to-person interaction requiring an English translation:

- Contact all 3,500 families currently on Democracy Prep Charter School and Democracy Prep Harlem's waitlist.
- Visit, with permission, local elementary schools, after-school programs, and youth centers;
- Organize numerous open houses at Democracy Prep Charter School's St. Phillip's campus;
- Attend all school enrollment fairs;
- Encourage counselors, social workers, and special education coordinators at nearby schools to hand out applications ;
- Visit local organizations in Northern Manhattan to speak with staff and students;
- Canvass neighborhoods door-to-door to further reach interested families and leave materials;
- Mail applications to every family of a 5<sup>th</sup> grader in Upper Manhattan;
- Post flyers and notices in local newspapers, supermarkets, churches, community centers, and apartment complexes; and
- Conduct extensive outreach to elementary school guidance counselors and PTAs.

### **Community Demand for Democracy Prep**

Democracy Prep is confident that demand far exceeds the number of seats that will be offered by the three additional schools it is proposing, including Democracy Prep VI. Despite the relatively high concentration of charter schools in Harlem, the demand for schools like Democracy Prep is still unmet. In DPPS' New York lottery for 2010-2011, 1500 families applied for 200 available seats in Democracy Prep's 6<sup>th</sup> grade class. While some of these students certainly matriculated to other charter schools, all other charter middle schools in CSDs 5 and 6 begin in 5<sup>th</sup> grade, meaning that the 1,583 applicants to DPCS had already missed their best opportunity to attend a local charter. And at the 6<sup>th</sup> grade level more generally, there are only approximately 750 total seats in CSDs 5 and 6 charters in 6<sup>th</sup> grade, indicating that a significant percentage of family demand for better public school options is bound to be left unmet. Early numbers from the 2011 enrollment process support this conclusion. With a week left before the deadline, over 2,720 applications have come in for under 400 open seats. In its four years of operation, this unmet demand has grown into a waitlist for Democracy Prep of over 3,000 families.

### **Voluntary Withdrawal**

Democracy Prep VI will be a public school of choice, both for application and withdrawal. Circumstances may arise where parent or guardian may wish to transfer his or her child to a different school. With parent or guardian permission, students may withdraw from Democracy Prep VI at any time. School

personnel will offer to meet with the family and discuss the reasons for the desired withdrawal from the School, as well as to seek solutions to any problems that arise from these discussions.

If the parents or guardians still wish to transfer their child to another school, the staff at Democracy Prep Charter School will make every reasonable effort to help the student find a school that better serves the student's needs. Democracy Prep Charter School will ensure the timely transfer of any necessary school records to the student's new school.

## **F. Community Involvement**

Support for Democracy Prep in Upper Manhattan has been overwhelming. Parents, community leaders, local community based organizations, and local institutions have demonstrated an enthusiastic community endorsement of Democracy Prep. At last year's lottery, for example, over 800 families signed postcards asking for the replication of high-performing charter schools in CSD 5, and many elected officials in Harlem and nationally have publicly voiced their support for Democracy Prep's replication, including Congressman Charles Rangel; Assemblymembers Catherine Nolan, Daniel O'Donnell, Adam Clayton Powell IV, and Keith L.T. Wright; City Council Member Inez E. Dickens, and many others.

Democracy Prep Public Schools works hard to be active participants in and advocates for its Central Harlem scholars. Democracy Prep scholars spend significant time in the community, for Get Out the Vote drives, community service work, and public advocacy. Scholars from Democracy Prep Charter School has also visited all Community Boards in Upper Manhattan (9, 10, 11, and 12) and met with their education committees.

Like our students, Democracy Prep VI will strive to be an active participant in the civic life of our community. Members of our staff, Board of Trustees, and our community will help to foster this involvement and form strong relationships with local organizations and institutions.

While no seat on the Board of Trustees is reserved specifically for a Democracy Prep family member or any specific constituency, families will have access to all public meetings of the Board and will be welcome to participate in such meetings and to contribute to committee work as appropriate.

## **III. FINANCIAL PLAN**

### **A1. Charter School Budget and Cash Flow Template**

Democracy Prep VI will demonstrate superior civic and college-preparatory academic performance with approximately the same financial resources as traditional New York City public schools. Our budget model and financial plan ensure that our core educational program will operate exclusively with public funds.<sup>33</sup> We anticipate financial stability in our operating budget using our per-pupil allocation, start-up grants, and federal entitlement grants. Our cautious budget model assumes high attrition, high special education declassification rates, conservative revenues, and zero fundraising, yet allows us to balance our budget and focus resources in the classroom. The pre-opening period sheets of the budget template are omitted for page space because there are no pre-opening period expenses or revenue items for Democracy Prep VI. Please see Attachment 17 for our Budget and Cash Flow.

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<sup>33</sup> The Chancellor has pledged to provide all new charters with public school space. Our ideal facility arrangement would allow for a minimum of shared common space and be discrete from an existing school similar to the DoE space provided to KIPP STAR.

## **A2. Budget Information for Applicants Applying for a Charter School Program (CSP) Grant<sup>34</sup>**

As stated in the assurance on page 2, Democracy Prep Public Schools intends to apply for CSP for Democracy Prep VI. In the interest of space, the budget submitted as Attachment 17 assumes that the CSP is not granted, however, when CSP applications are being accepted, Democracy Prep intends to submit revised budgets that allocate and leverage CSP funds to further advance student achievement. In particular, CSP funds will be used to bolster professional development for teachers and instructional leaders.

### **Key Budget Assumptions**

#### *Revenue*

- Number of students per grade: 104 in MS, 96 in HS
- Number of Special Education students per grade with 20-60% Intensity: 10
- Number of Special Education students per grade with Greater than 60% Intensity: 10
- General Education Per Pupil Allocation: \$13,527
- Special Ed 20-60% Per Pupil Allocation: \$10,390
- Special Ed 60%+ Allocation: \$19,049
- Start-up or other funding from Foundations or CSP: \$0
  - Although Democracy Prep VI expects to receive funding in excess of \$50,000 a year from the Walton Family Foundation and will be applying for CSP.

#### *Expenses*

- Number of full time teachers or ACT (SPED and ELL) teachers per grade: 8-9
- Avg. Salary for core teachers: \$69,000
- Avg. yearly teacher performance-based raise: 7% of salary
- See Key Positions and Budget for other staff and respective salaries
- Payroll taxes: 8.45% of salaries
- Employment benefits: 24% of salaries
- Retirement fund (403b) match: 5% of salaries
- Management fee to CMO: 15% of per pupil revenue

### **Debt**

Since Democracy Prep III, if granted a charter, will be given public space by the New York City Department of Education, we do not anticipate incur any debt.

### **Revenue and Cost Sharing Between Schools**

Democracy Prep VI does not plan to share revenues or expenses with other Democracy Prep schools. In rare cases, some resources, such as elective teachers, have been shared on multiple campuses. In all of these cases the school that uses the resource incurs the expense for that period. However, because Democracy Prep VI has budgeted for the full-staff required for its educational program, any sharing will reduce costs and bring in additional revenue for Democracy Prep VI.

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<sup>34</sup> The provision of information or data, including fiscal data, through annual reporting is a required element of §5203 of the ESEA—CSP Grant.

## Contingency Plans

Democracy Prep acknowledges key risks such as under-enrollment, economic uncertainty, per-pupil allocation freezes. Revenues built into the budget are conservative and expenses are moderately liberal. This structure presents opportunities for belt-tightening that would not adversely impact the academic program of schools. Examples of some of these expense line-items are discussed below:

- *Instructional Staff.* The financial model budgets generously for instructional staff, in terms of the number of students per staff member (schools generally average about one teacher for every 13 students), in terms of the average salaries, and in terms of average performance-based salary increases. Indeed, despite the low average age of the faculty, the school is budgeted for \$69,000 per teacher. In terms of faculty size, if appropriate, schools can trim the number of teachers. Another example is that the high school model could move to a lecture-format for at least two periods of each day with 50-100 students per lecture class, akin to a college lecture class. This would reduce high school staffing costs dramatically. Another expense side reduction could be to adjust salary costs downward, and benefits and bonuses can grow at reduced rates if necessary. Finally, Democracy Prep could consider moving to a model similar to that of Washington DC, which funds its external bonus pool for teachers and principals through external philanthropy, rather than maintaining that cost on the expense side of the school and Democracy Prep budgets.
- *Instructional Materials and Other Expenses.* Certain expenses are ‘nice but not essential,’ for academic results including certain costs associated with field trips, extracurricular opportunities, and certain summer school activities. Beyond those lines, resources can be saved on library books, textbooks, generous professional development, and classroom supplies by better extending the useful life of books and supplies and by bringing in more staff-development in-house. At the school level, teachers can be encouraged and supported to reach out philanthropically to reduce their direct expenses through the use of sites such as DonorsChoose.org and others.

## B. Financial Management

We have a steadfast commitment to prudent fiscal management of both our public and private resources. To avoid the pitfalls of some unsuccessful charters, our budget calls for a surplus in each of the first five years, with carryover funds being reserved for facility upgrades and a capital reserve fund. We will hire an independent auditing firm to conduct annual reviews of cash flow, retrospective budget, and financial controls. The CMO may, in consultation with the Democracy Prep III Board, produce an annual financial report. Moreover, we have a 2% contingency fund of total revenues and a bonus fund to provide incentives for recruitment and achievement.

Democracy Prep Public Schools—through its Directors of Finance, Technology, Data, Accountability, and CEO—will provide financial management assistance to Democracy Prep III as well. Director of Finance, Andrew Epstein, will be responsible for student and financial records (biography included in Section II.B and resume included in Attachment 7). He is assisted by other CMO finance staff as indicated in the CMO Organizational Chart in Attachment 18. DPPS has smoothly managed enrollment and eligibility at its 3 schools this year and for its schools for four years prior to that. In addition, to manage the increased data and records needs at this size, it has implemented a new Student Information System (SIS), eSchoolsPlus, to securely and efficiently manage all enrollment, special education classification, eligibility for free and reduced price lunch, and other demographic

information for all students.

Since Democracy Prep Public Schools is growing a cluster of geographically proximate schools, the Finance Team (as well as the rest of DPPS) is able to be on site at each school at least once every week. Campus Directors and school staff do not manage the budget, enrollment, or student records and must clear all large expenses with the Finance Director.

### **C. Facility**

The Chancellor of the New York City Department of Education (NYCDOE) has pledged to provide all new charters with public school space. Democracy Prep Public Schools will work with NYCDOE in the pre-opening period to find suitable public space for all Democracy Prep students at its three proposed schools: Democracy Prep IV (2012-13), Democracy Prep V (2013-14), Democracy Prep VI (2014-15).

As a best possible facilities solution, NYCDOE should secure suitable space for Democracy Prep Charter School's high school, which is currently located on Democracy Prep's St. Philips' campus (private school space). At that time, Democracy Prep IV or Democracy Prep V could move into the St Philips' space while NYCDOE finds appropriate public school space for Democracy Prep IV and Democracy Prep V, no later than August 2013. In the case of Democracy Prep V, it could locate at St. Phillips indefinitely. Alternatively, Democracy Prep Charter School – Middle could be sited at St. Phillip's and Democracy Prep V could be sited at PS197. Whatever the solution, Democracy Prep has the commitment of the New York City Department of Education and will work closely with them to locate suitable space for its schools.

Our ideal facility arrangement would allow for a minimum of shared common space and be discrete from an existing school. As such, we expect the school will have its own food service facilities, including kitchen and cafeteria accommodations that will be shared by all programs within the school. If the sharing arrangement is not satisfactory to the Campus Director, he or she may choose to provide food services to students directly in the classroom or in other suitable common areas.

### **D. Transportation**

Democracy Prep's students shall receive transportation services for which they are statutorily eligible under §2853(4)(b) and § 3635 of the Education Law. Specifically, the New York City Department of Education will provide or assign eligible students MetroCards based on how far they live from the school.<sup>35</sup>

At this point Democracy Prep does not intend to provide additional transportation for students enrolled in the school who are not eligible for transportation from his or her residence, with the exception of transportation for required field trips. We anticipate that the majority of students attending Democracy Prep will reside in Region 10 and will either walk to school or utilize standard MTA transportation. The parents or guardians of those students ineligible for transportation will be responsible to make provisions for any additional transportation they desire for their children. Democracy Prep will work with families of students with disabilities and the New York City Department of Education to ensure that those students are able to arrive at school each day, on time.

Because Democracy Prep will be in session on days when New York City Public Schools are not, Democracy Prep shall seek arrangements with the District and MTA to provide transportation on those days pursuant to § 2853(4)(b) of the Education Law, or shall make other necessary transportation arrangements. Democracy Builders has pledged to support transportation services for the Saturday and summer program in particular.

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<sup>35</sup> Transportation text informed by, The New York Charter School Resource Center, 2005 Guidebook

In accordance with standard regulations, Democracy Prep will document the manner in which students will be transported to and from the School. Parents enrolling their children in Democracy Prep will be asked to notify the school district annually of any need for transportation to the school for the following school year, in advance of April 1 deadlines.

Democracy Prep will comply with the transportation items by all necessary deadlines listed below:<sup>36</sup>

Compliance Item (and regulating body)	Timeline and/or Deadline	Required documentation and forms or action steps Needed for completion	Additional Information & Contact Information
<input type="checkbox"/> If in non-DOE space, obtain Certificate of Occupancy (C of O) from Department of Buildings (DOB)	Must be completed before school can receive transportation from DOE or occupy its building.	Contact DOB  See Facilities section of guidebook for more information	DOB website: <a href="http://www.nyc.gov/html/dob">http://www.nyc.gov/html/dob</a>  Facilities section of guidebook
<input type="checkbox"/> Complete Transportation Request Form, available from Office of Pupil Transportation (OPT)	Should be completed well before April 1 (deadline for parents to claim transportation for their students)	Complete and submit Transportation Request Form  Provide OPT with information about students (through ATS or NIPSIS)	OPT website (FAQ, ATS Transportation Manual, etc.): <a href="http://www.opt-osfns.org/opt/">http://www.opt-osfns.org/opt/</a>
<input type="checkbox"/> Enter student information in ATS or NIPSIS (if ATS access not available)	By mid-July		OPT website (FAQ, ATS Transportation Manual, etc.): <a href="http://www.opt-osfns.org/opt/">http://www.opt-osfns.org/opt/</a>
<input type="checkbox"/> Inform parents of type of transportation the DOE will provide their children	Complete after receiving transportation but before school opens, the sooner the better	DOE will assign students to stops and/or issue Metrocards. This information and these cards should be distributed to the parents.	
<input type="checkbox"/> Conduct Safety Drills (at least 3)	1) During first week of fall term 2) Between Nov. 1 and Dec. 31 3) Between Mar. 1 and Apr. 30	Complete Safety Drill Completion Form  Keep Certificates of Compliance on file at school	Safety Drill Completion Form: <a href="http://www.opt-osfns.org/opt/forms/safety_drill_form.asp">http://www.opt-osfns.org/opt/forms/safety_drill_form.asp</a>

## E. Food Service

Democracy Prep shall make available to all students breakfast, lunch, and often a morning and/or afternoon snack. When school begins after 7:59 am or ends before 12:30 pm, Democracy Prep reserves the right to determine which meals and/or snacks to serve in compliance with federal guidelines. See Attachment 17 – Budget and Cash Flow Template for liberal budget assumptions for food service.

### Participation in Subsidized Meal Programs

Democracy Prep will participate in the Federal Free- and Reduced-Priced breakfast, lunch and snack programs administered by the U.S. Department of Agriculture. We will adhere to all applicable requirements including, but not limited to: meal pricing, determination of eligibility, nutritional value, and reporting requirements. Any and all food service subsidy revenues received from the Federal and State meal programs shall be used exclusively for the purpose of providing meals to eligible students, and for no prohibited purpose. Typically, students from households with incomes at or below 130% of the poverty level are eligible for free meals, while students from households with incomes between 130% and 185% of the poverty level are eligible for reduced-price meals.

<sup>36</sup> Transportation Compliance Chart from “New York City Charter School Operations Guidebook,” v.1

## Contracting

Democracy Prep intends to contract with a vendor for the provision of food services, beginning with the New York City Department of Education's office of Nutrition and Food Safety. The school will explore arrangements with private companies providing food services to existing schools.

## F. Insurance

Democracy Prep Public Schools and all of its schools have obtained the necessary liability insurance for all of its schools, and will do so for Democracy Prep VI in advance of opening. Insurance is overseen and managed by Andrew Epstein, Senior Director for Finance, and his team. In the interest of space, we have not included documentation of insurance policies for other Democracy Prep schools in this application. The timeline for obtaining liability insurance is included in the pre-opening plan in Section III. G. We welcome requests for additional information in this regard.

## G. Pre-Opening Plan

The Pre-Opening Plan for Democracy Prep VI is included below. Note that there are no expenses at the school level associated with any Key Task that takes place before July 1<sup>st</sup>. This is in alignment with the Budget and Cash Flow Template, Attachment 17. The Pre-Opening plan will be executed by various members of the Founding Group from Democracy Prep Public Schools (DPPS-CMO), the Campus Directors of Democracy Prep VI, the Board of Trustees, and the New York City Department of Education.

<b>Key Task</b>	<b>Initiation Time</b>	<b>Completion Time</b>	<b>Responsibility</b>
<b>Identify facility in public space</b>	March, 2013	July 1, 2014	DPPS-CMO: Seth Andrew and Linda Easton NYC-DOE
<b>Build Unified Board of Trustees</b>	March, 2013	July 1, 2014	DPPS-CMO: Seth Andrew and Katie Duffy; Board of Trustees
<b>Identify Campus Director – Middle</b>	March, 2013	March, 2014	DPPS-CMO: Seth Andrew and Jonathan Howard
<b>Recruit staff applications and hire staff</b>	October 1, 2013	July 1, 2014	DPPS-CMO: Jonathan Howard and Campus Director - Middle
<b>Recruit and hire additional DPPS-CMO staff to build capacity to support additional schools</b>	March, 2011	July, 2015	See Attachment 18 – Optional Network Plan for the Organizational Chart highlighting new positions
<b>Collect lottery applications</b>	October 15, 2013	April 1, 2014	DPPS-CMO: Andrew Epstein and Finance staff
<b>DPPS-NY Public Lottery Prep and Event</b>	February, 2014	April, 2014	ALL DPPS-CMO and some DPPS-NY instructional staff
<b>Collect Enrollment Acceptances and call off waitlist to full enrollment</b>	June, 2014	August, 2014	DPPS-CMO: Andrew Epstein and Finance staff
<b>Board of Trustees hires Campus Director</b>	March 1, 2014	July 1, 2014	Board of Trustees and DPPS-CMO

<b>Campus Director – Middle and Office Manager put on payroll</b>	July 1, 2014	August 1, 2014	DPPS-CMO: Linda Jones Easton, Andrew Epstein
<b>Identify and purchase (after July 1) Classroom Furniture and Materials</b>	May, 2014	July 15, 2014	DPPS-CMO: Linda Jones Easton, Andrew Epstein
<b>Set-Up Classrooms</b>	July 1, 2014	August 1, 2014	DPPS-CMO, Campus Director – Middle and administrative staff
<b>Instructional staff put on payroll and enroll in benefits</b>	August 8, 2014	August 30, 2014	DPPS-CMO: Linda Jones Easton, Andrew Epstein
<b>Summer DPPS-NY Professional Development for All Schools</b>	August 8, 2014	August 26, 2014	ALL DPPS-CMO and school staff
<b>Summer Prep Academy at Democracy Prep VI</b>	Mid-late August, 2014	Mid-late August, 2014	Campus Director – Middle and Democracy Prep VI staff



**Attachment 2: Certification Statement**

Proposed Charter School Name Democracy Prep IV Charter School

Proposed School Location (District) Community School District 5

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

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

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

(Please label the copy that has original signatures)

Print/Type Name Seth Andrew

Address 

Daytime Phone:  Email: 

**Sample Daily Schedules**

On the following pages are sample schedules utilized by Democracy Prep Charter School and Democracy Prep Harlem for 6<sup>th</sup> and 9<sup>th</sup> grades.

MONDAY-THURSDAY SCHOOL SCHEDULE						
Sixth Grade College Class of 2021						
	Columbia Mr. Ivan & Mr. Rahman	Hampton Ms. Roth & Mr. Stewart	Boston College Ms. Sherry & Mr. Hawkins	SUNY-Plattsburgh Mr. Carroll & Ms. Lindenfeld	Hot Teaching	On Duty
7:25-7:40	Morning Entry & Breakfast	Morning Entry & Breakfast	Morning Entry & Breakfast	Morning Entry & Breakfast	Mr. Carrol	Mr. Hawkins/Mr. George
7:40-7:55	AM Homeroom	AM Homeroom	AM Homeroom	AM Homeroom	Mr. Carrol	
Period 1 7:58-8:08	Science Columbia (301) Mr. Rahman	Lit Skills Hampton (331) Ms. Roth	Lit Skills Boston College (203) Mr. Hawkins	Writing Plattsburgh (201) Mr. Carroll	Mr. Ivan Mr. Rooney Ms. Shen Mr. Stewart	Ms. Shen
8:08-8:51	Transition: Mr. Rahman (Columbia); Mr. Stewart (Hampton); Ms. Shen (Boston College); Mr. Carroll (Plattsburgh)					
Period 2 8:51-9:41	Lit Skills Hampton (331) Ms. Roth	Global Literacy Columbia (301) Mr. Ivan	Music Plattsburgh (201) Mr. Rooney	Lit Skills Boston College (203) Mr. Hawkins	Mr. Carroll Mr. Rahman Ms. Shen Mr. Stewart	Mr. Rahman
9:41-9:44	Transition: Ms. Roth (Columbia); Mr. Ivan (Hampton); Ms. Atterbery (Boston College); Mr. Hawkins (Plattsburgh)					
Period 3 9:44-10:34	Writing Columbia (301) Mr. Carroll	Music Plattsburgh (201) Mr. Rooney	Math B Boston College (203) Mr. Hawkins	Math A Hampton (331) Mr. Stewart	Mr. Carrol Mr. Ivan Mr. Rahman Ms. Roth	Ms. Roth
10:34-10:37	Transition					
Period 4 10:37-11:27	Math A Hampton (331) Mr. Stewart	Math B Boston College (203) Mr. Hawkins	Science Columbia (301) Mr. Rahman	Music Plattsburgh (201) Mr. Rooney	Mr. Carroll Mr. Rahman Ms. Shen Mr. Stewart	
11:27-11:30	Transition					
Lunch & Recess 11:30-12:30	Lunch	Lunch	Lunch	Lunch		
12:10-12:13	Transition					
1:01-1:24:5	Small Group Instruction	Small Group Instruction	Small Group Instruction	Small Group Instruction		Mr. Rooney
1:24:5-1:24:6	Transition					
Period 5 1:24:6-1:36	Music Plattsburgh (201) Mr. Rooney	Lit Analysis Hampton (331) Ms. Roth	Lit Analysis Boston College (203) Mr. Hawkins	Science Columbia (301) Mr. Rahman	Mr. Carroll Mr. Ivan Ms. Shen Mr. Stewart	Mr. Stewart
1:36-1:39	Transition: Mr. Rooney (Columbia); Mr. Stewart (Hampton); Ms. Shen (Boston College); Mr. George (Plattsburgh)					
Period 6 1:39-2:29	Lit Analysis Hampton (331) Ms. Roth	Science Columbia (301) Mr. Rahman	Global Literacy Plattsburgh (201) Mr. Rooney	Lit Analysis Boston College (203) Mr. Hawkins	Mr. Carroll Ms. Shen Mr. Stewart	Mr. Carroll
2:29-2:32	Transition: Ms. Roth (Columbia); Mr. Ivan (Hampton); Ms. Atterbery (Boston College); Mr. Hawkins (Plattsburgh)					
Period 7 2:32-2:22	Math B Boston College (203) Mr. Hawkins	Math A Hampton (331) Mr. Stewart	Writing Columbia (301) Mr. Carroll	Global Literacy Plattsburgh (201) Mr. Rooney	Mr. Hawkins Mr. Rahman Ms. Roth	Ms. Atterbery
2:22-2:25	Transition: Ms. Roth (Columbia); Mr. Rahman (Hampton); Mr. George (Boston College); Mr. Hawkins (Plattsburgh)					
Period 8 2:25-4:15	Global Literacy Plattsburgh (201) Mr. Rooney	Writing Columbia (301) Mr. Carroll	Math A Hampton (331) Mr. Stewart	Math B Boston College (203) Mr. Hawkins	Mr. Carrol Mr. Ivan Mr. Rahman Ms. Roth	Mr. Hawkins
4:15-4:18	Transition					
4:18-4:28	PM Homeroom	PM Homeroom	PM Homeroom	PM Homeroom		
4:30-5:30	Period 9 Foundational Tutoring	Period 9 Foundational Tutoring	Period 9 Foundational Tutoring	Period 9 Foundational Tutoring		

KEY	Science (Columbia)	Science (Boston)	Writing (Columbia)	Math & B (Boston)	Elective
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FRIDAY SCHEDULE				
Sixth Grade College Class of 2021				
	Columbia Mr. Ivan & Mr. Rahman	Hampton Ms. Roth & Mr. Stewart	Boston College Ms. Shen & Mr. Hawkins	SUNY=Plattsburgh Mr. Carroll & Ms. Lindenfeld
7:25-7:40	Morning Entry & Breakfast	Morning Entry & Breakfast	Morning Entry & Breakfast	Morning Entry & Breakfast
7:40-7:55	AM Homeroom	AM Homeroom	AM Homeroom	AM Homeroom
7:55-8:28	Advisory	Advisory	Advisory	Advisory
8:28-8:31	Transition			
8:31-9:26	Town Hall	Town Hall	Town Hall	Town Hall
Period 1 9:30-10:20	Character Education Columbia Ms. Atterbery	Literature Skills Hampton (331) Ms. Roth Mr. Rahman	Math A & B Plattsburgh (201) Ms. Shen Mr. Stewart	Lit Skills Boston College (203) Mr. Hawkins Mr. Ivan
10:20-10:23	Transition			
Period 2 10:23-11:13	Literature Skills Hampton (331) Ms. Roth Mr. Rahman	Character Education Columbia Ms. Atterbery	Lit Skills Boston College (203) Mr. Hawkins Mr. Ivan	Math A & B Plattsburgh (201) Ms. Shen Mr. Stewart
11:13-11:16	Transition			
Period 3 11:16-12:06	Math A & B Plattsburgh (201) Ms. Shen Mr. Stewart	Literature Analysis Hampton (331) Ms. Roth Mr. Rahman	Character Education Columbia Ms. Atterbery	Lit Analysis Boston College (203) Mr. Hawkins Mr. Ivan
12:06-12:09	Transition			
Period 4 12:09-12:59	Literature Analysis Hampton (331) Ms. Roth Mr. Rahman	Math A & B Plattsburgh (201) Ms. Shen Mr. Stewart	Lit Analysis Boston College (203) Mr. Hawkins Mr. Ivan	Character Education Columbia Ms. Atterbery
12:59-1:02	Transition			
1:02-1:15	PM Homeroom	PM Homeroom	PM Homeroom	PM Homeroom

KEY	Elective	Literature (Roth)	Literature (Hawkins)	Mathematics
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NINTH GRADE SCHEDULE													
M_W	SYRACUSE	COLUMBIA	AMHERST			SYRACUSE	COLUMBIA	AMHERST			FRIDAY A Days		
	MONDAY-WEDNESDAY					THURSDAY					SYRACUSE	AMHERST	COLUMBIA
AM AD	SYRACUSE: HAWKS AND LEE	COLUMBIA: WHEALY and SPRAGUE	AMHERST: BURNS and SINI	7:45-8:05	AM AD	SYRACUSE: HAWKS AND LEE	COLUMBIA: WHEALY and SPRAGUE	AMHERST: BURNS and SINI	ADVISORY 7:45-8:30	Freshman Seminar: LEAD: HAWKS	Freshman Seminar: LEAD: BURNS	Freshman Seminar: LEAD: SPRAGUE	
1	Lit-SYRACUSE Hawks	Algebra- COL Whealy	Global-AMH- Sini	8:05-9	1	Algebra- COL Whealy	BIO-YON Sprague	Global-AMH- Sini	TOWN HALL 8:35-9:10	TOWN HALL			
2	Writing-AMH Burns	BIO-YON Sprague	ELECTIVE-COL	9:04-10	2	Lit- SYRACUSE Hawks	BIO-YON Sprague	ELECTIVE-COL	9:20-10:05	KOREAN SYRACUSE	MODEL UN JOHNS HOPKINS	LITERATU RE STUDY AMHERST	
3	Algebra- COL Whealy	Global-AMH- Sini	Lit- SYRACUSE Hawks	10:04-11	3	Writing-AMH Burns	Algebra- COL Whealy	Lit- SYRACUSE Hawks	10:09-10:54	ALGEBRA COLUMBIA	LITERATU RE STUDY AMHERST	MODEL UN JOHNS HOPKINS	
4	FOCUS in COLUMBIA	FOCUS in AMHERST	FOCUS in SYRACUSE	11-11:40	4	FOCUS in AMHERST	FOCUS in COLUMBIA	FOCUS in SYRACUSE	10:59-11:44	LITERATU RE STUDY AMHERST	KOREAN SYRACUSE	ALGEBRA COLUMBIA	
LUNCH	MAIN: LEE	MAIN: WHEALEY	MAIN: SINI	11:40-12:20	LUNCH	MAIN: LEE	MAIN: WHEALEY	MAIN: SINI	11:40-12:34	MODEL UN JOHNS	ALGEBRA COLUMBIA	KOREAN SYRACUSE	
5	BIO-YON Sprague	Lit- SYRACUSE Hawks	Algebra- COL Whealy	12:24-1:20	5	BIO-YON Sprague	Lit- SYRACUSE Hawks	Algebra- COL Whealy	12:39-1	PM ADVISORY	PM ADVISORY	PM ADVISORY	
6	ELECTIVE-COL	KOREAN-UVA Lee	Writing-AMH Burns	1:24-2:20	6	ELECTIVE-COL	ELECTIVE-COL	Writing-AMH Burns					
7	Global-AMAH- Sini	ELECTIVE-COL	KOREAN-UVA Lee	2:24-3:20	7	ELECTIVE-COL	Global-AMAH- Sini	BIO-YON Sprague					
8	KOREAN-UVA Lee	Writing-AMH Burns	BIO-YON Sprague	3:24-4:20	8	Global-AMAH- Sini	Writing-AMH Burns						
PM ADV.	SYRACUSE: HAWKS AND LEE	COLUMBIA: WHEALY and SPRAGUE	AMHERST: BURNS and SINI	4:24-4:30		SYRACUSE: HAWKS AND LEE	COLUMBIA: WHEALY and SPRAGUE	AMHERST: BURNS and SINI					
9	ADVISORY-BASED FOCUS PLEASE SEE PER.4-9 TAB FOR ASSIGNMENTS			4:34-5:15	9	ADVISORY-BASED FOCUS PLEASE SEE PER.4-9 TAB FOR ASSIGNMENTS							

# AUGUST 2014

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10	11 SUMMER PROFESSIONAL DEVELOPMENT BEGINS	12	13	14	15	16																																																																																				
17	18	19 Aviation Day	20	21	22	23																																																																																				
24	25 Prep Academy	26 Prep Academy	27 Prep Academy	28 Prep Academy	29 Prep Academy  SUMMER PD ENDS	30																																																																																				
31		<b>July 2014</b> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table>		S	M	T	W	Th	F	Sa			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<b>September 2014</b> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>		S	M	T	W	Th	F	Sa		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30					Notes:
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# OCTOBER 2014

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5	6	7	8	9	10	11																																																																																											
12	13 Columbus Day  DPPS NYC Schools Closed	14  Midterm Week	15  Midterm Week	16  Midterm Week	17  Midterm Week F&P Updated Levels Due	18																																																																																											
19	20  1/2 day for Students PD Afternoon for Teachers	21	22	23	24 United Nations Day	25																																																																																											
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# Jan-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				<b>1</b> New Year's Day  DPPS Holiday Break Schools Closed	<b>2</b>  DPPS NYC Schools Open after Holiday Break	<b>3</b>
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b>  Midterm Week	<b>13</b>  Midterm Week	<b>14</b>  Midterm Week	<b>15</b>  Midterm Week Updated F&P Levels Due	<b>16</b>  1/2 day for Students PD Afternoon for Teachers	<b>17</b>
<b>18</b>	<b>19</b> ML King Day  DPPS NYC Schools Closed	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>
						<b>Notes:</b>          20 School Days 94 Total

# Feb-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16 President's Day DPPS NYC Winter Break Schools Closed	17 DPPS NYC Winter Break Schools Closed	18 DPPS NYC Winter Break Schools Closed	19 DPPS NYC Winter Break Schools Closed	20 DPPS NYC Winter Break Schools Closed	21	
22	23 DPPS NYC Schools Open after Winter Break	24	25	26	27	28	
						Notes:	
							14 School Days 108 Total

# Mar-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
1	2	3	4	5	6	7	
8	9 COMP EXAM WEEK	10 COMP EXAM WEEK	11 COMP EXAM WEEK	12 COMP EXAM WEEK	13 COMP EXAM WEEK F&P Updated Levels Due Trimester Two Ends	14	
15	16 Trimester Three Begins	17	18	19	20 No School For Students Full PD/School Visits/Data Analysis Day for Teachers	21	
22	23	24	25	26	27	28	
29	30	31					
						<b>Notes:</b>  <div style="text-align: right;">21 School Days 129 Total</div>	

# Apr-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 April Fool's Day	2	3	4
5 Easter	6	7	8	9	10	11
12	13 Midterm Week	14 Passover Midterm Week	15 taxes due Midterm Week NYSESLAT Speaking Begins	16 Midterm Week	17 Midterm Week Updated F&P Levels Due	18
19	20 DPPS NYC Spring Break Schools Closed	21 DPPS NYC Spring Break Schools Closed	22 DPPS NYC Spring Break Schools Closed	23 DPPS NYC Spring Break Schools Closed	24 DPPS NYC Spring Break Schools Closed	25
26	27 DPPS NYC Spring Break Schools Closed	28 PD For Teachers No School For Students	29 DPPS NYC Schools Open after Spring Break	30		
					<b>Notes:</b>          15 School Days 144 Total	

# May-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					<b>1</b> ELA State Test 6, 7, 8 Grade	<b>2</b>
<b>3</b>	<b>4</b> ELA State Test 6, 7, 8 Grade ELA State Test Make-Ups	<b>5</b> ELA State Test 6, 7, 8 Grade ELA State Test Make-Ups	<b>6</b> ELA State Test Make-Ups	<b>7</b> ELA State Test Make-Ups	<b>8</b> Math State Test 6, 7, 8 Grade ELA State Test Make-Ups	<b>9</b>
<b>10</b>	<b>11</b> Math State Test 6, 7, 8 Grade Math State Test Make-Ups	<b>12</b> Math State Test 6, 7, 8 Grade Math State Test Make-Ups	<b>13</b> Math State Test Make-Ups NYSESLAT Reading, Writing & Listening Begins	<b>14</b> Math State Test Make-Ups	<b>15</b> Math State Test Make-Ups	<b>16</b>
<b>17</b>	<b>18</b> ELA State Test Final Day to Submit to Scoring Center	<b>19</b>	<b>20</b> NYSESLAT Speaking Reading, Writing & Listening Ends	<b>21</b>	<b>22</b> Math State Test Final Day to Submit to Scoring Center	<b>23</b>
<b>24</b>	<b>25</b> Memorial Day  DPPS NYC closed	<b>26</b>  Science State Performative Test Begins	<b>27</b>	<b>28</b>  NYSESLAT Speaking, Listening, Reading & Writing Final Day to Submit to Scoring Center	<b>29</b>  Science State 7th Grade Performative Test Ends	<b>30</b>
<b>31</b>					<b>Notes:</b>	
						20 School Days 164 Total



# Jul-15

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4 Independence Day
5	6 SUMMER SCHOOL BEGINS	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23 SUMMER SCHOOL ENDS	24	25
26	27	28	29	30	31	
						Notes:



**BY-LAWS**  
**OF**  
**DEMOCRACY PREP CHARTER SCHOOL VI**  
(an Education Corporation)

**ARTICLE I**

**Name, Office and Purpose**

Section 1.01. Name. The name of the education corporation is Democracy Prep Charter School VI ("Democracy Prep").

Section 1.02. Office. The principal office of Democracy Prep shall be located at 207 West 133rd Street, New York, New York 10030. Democracy Prep may have offices at other places within the State of New York as the Board of Trustees may select by resolution or amendment of the bylaws.

Section 1.03. Purpose. Democracy Prep's purpose is to educate students by providing them with a demanding academic program that prepares them for success in college and citizenship.

Section 1.04. Non-Discriminatory Policy. Democracy Prep seeks diversity in its student/parent body, faculty, staff and administration. Democracy Prep does not discriminate on the basis of race, color, religion, national or ethnic origin, sex, age, disability, marital status, sexual orientation or affectional preference, or any other category protected by law, in its educational policies, employment practices and all other school administered procedures and programs.

**ARTICLE II**

**Board of Trustees**

Section 2.01. General Powers and Duties. The Board of Trustees shall have control of and manage the operations and affairs of Democracy Prep, and it shall have all the powers customarily held by a Board of Trustees of a corporation organized under the Education Law of the State of New York. In exercising its powers and duties, the Board of Trustees shall establish and maintain policies and procedures for the operation of Democracy Prep and shall oversee that such policies and procedures are carried out by the School Leader and such other staff of Democracy Prep as the Board of Trustees may employ or authorize the School Leader to employ from time to time. The Board of Trustees shall have primary responsibility for seeing that Democracy Prep is provided with the financial and other resources which the Board of Trustees deems appropriate for its proper operation.

Section 2.02. Number of Trustees. The Board of Trustees shall fix the number of trustees of Democracy Prep Charter School, which shall not be less than five (5) or more than fifteen (15). The balance of the trustees shall be elected ("Elected Trustees") pursuant to the provisions of Section 2.04 of these Bylaws.

Section 2.03. Term of Office. Unless otherwise provided by the Board of Trustees at the time a trustee is chosen, the term of office of each Elected Trustee shall be a period of two (2) calendar years commencing with the Regular Meeting following his or her election and continuing until a successor shall have been elected. No Elected Trustee shall serve more than three (3) consecutive, two-year terms, unless the Board of Trustees designates otherwise. The Elected Trustees shall be divided into two (2) classes, known as Class One and Class Two, for the purpose of staggering their terms of office. This will help to balance continuity with new perspective. The terms of Elected Trustees shall be fixed so that the terms of one-half (1/2) of such trustees (as nearly as possible) expire at the close of each Annual Meeting.

Section 2.04. Election of Trustees. Elected Trustees shall be chosen by the Board of Trustees as provided in subsections (b) and (c).



(a) Nomination. Prior to June 1 in each academic year and at such other times as there may be vacancies among the Elected Trustees, whether by expiration of the term of office, death, resignation, removal or an increase in the number of Elected Trustees, the Governance Committee shall nominate candidates for the vacancies which it recommends be filled and shall specify the number of such vacancies which are to be filled by the Annual Election of Trustees pursuant to subsection (b) and the number which are to be filled by the Board of Trustees pursuant to subsection (c) at an Annual or Regular Meeting or at such other time as may be appropriate.

No employee of Democracy Prep Charter School shall be eligible to be nominated or serve as an Elected Trustee.

(b) Annual Election of Trustees. At an Annual Meeting, or any subsequent Regular or Special Meeting, the Annual Election of Trustees shall take place. The Board of Trustees shall Vote on the candidates nominated by the Governance Committee pursuant to subsection (a) to fill vacancies in the Elected Trustees, and each candidate shall be elected by the vote of a majority of the whole Board of Trustees. Voting shall be done by confidential ballot and the ballots shall be counted by the Clerk and confirmed by the Chair or any Vice Chair of the Board of Trustees.

(c) Board Election of Trustees. If any of the Elected Trustees shall die, resign, refuse to act or be removed from the Board of Trustees, or if an Elected Trustee's term of office shall expire, the vacancy or vacancies created thereby shall be filled by the vote of a majority of the whole Board of Trustees acting upon recommendation of the Governance Committee. Any trustee so chosen shall have all of the rights and powers of an Elected Trustee and shall serve for the balance of the unexpired term of the trustee whom he or she replaces.

Upon recommendation by the Governance Committee, the Board of Trustees may create positions for additional Elected Trustees for such term, not exceeding two (2) years, as the Board of Trustees shall determine. Any vacancy among the Elected Trustees created by increasing the number thereof shall be filled by vote of a majority of the whole Board of Trustees.

Upon a two-thirds (2/3) vote, the Board of Trustees acting upon the recommendation of the Governance Committee may abolish a vacant Elected Trustee seat; provided that the total number of trustees may not be less than that required by law or by these Bylaws; and further provided that the Board of Trustees files a certified copy of such action with the Board of Regents of the New York State Education Department.

(d) A trustee may vote in person or by proxy for any election of trustees at the Annual Election of Trustees under subsection (b) and for any other election of trustees under subsection (c).

Each proxy shall be executed in writing by the trustee and delivered to the Chair or any Vice Chair of the Board of Trustees in advance of the meeting to elect trustees.

Section 2.05. Meetings of the Board of Trustees. The Board of Trustees may transact any business permitted by these Bylaws at an Annual, Regular or Special Meeting as provided below. Notice of all Board meetings, including annual, regular and special meetings, shall be given to the public in a manner consistent with the Open Meeting Law.

(a) Annual Meeting. Unless otherwise provided by the Board of Trustees, the "Annual Meeting" of the Board of Trustees shall be held in June of each year.

(b) Regular Meeting. The Board of Trustees may provide for the holding of "Regular Meetings" and may fix the time and place of such meetings. Regular Meetings shall be held at



least nine (9) times per year.

(c) Special Meetings. "Special Meetings" of the Board of Trustees shall be called by the Chair or a Vice Chair of the Board of Trustees, at such time and place as may be specified in the respective notice or waivers of notice thereof. A Special Meeting shall be called by the Chair or a Vice Chair promptly upon receipt of a written or electronic request to do so from a majority of the Board of Trustees. There shall be two classes of Special Meetings of the Board of Trustees:

(1) Special Meetings, to be held in executive session, to consider matters with respect to employees (e.g., to evaluate the performance or to set the salary of the School Leader) which shall not be attended by the School Leader as a trustee unless requested to attend by a majority of the whole Board of Trustees.

(2) Special Meetings to consider any other matter.

(d) Notice. Notice of the time and place of an Annual or Regular Meeting shall be given to each trustee either by messenger, regular mail, e-mail or facsimile at least fifteen (15) days before the meeting. Notice of the time and place of a Special Meeting shall be given to each trustee either by messenger, regular mail, e-mail or facsimile not less than five (5) days before the meeting. Notices by messenger, regular mail, e-mail or facsimile shall be sent to each trustee at the number and/or address designated by him or her for that purpose. Oral or telephonic notices of meetings shall not be permitted. Neither the business to be transacted nor the purpose of any Regular or Special Meeting need be specified in the notice or waiver of notice of the meeting, unless otherwise specified in the Bylaws or required by law. Unless otherwise required by statute, notice of any meeting need not be given to any trustee who executes (either before or after the holding of such meeting) a waiver of notice of such meeting. Any such waiver shall be filed with the minutes of the meeting. Unless otherwise required by statute, notice of any adjourned meeting need not be given.

Section 2.06. Conflicts of Interest. The Board of Trustees affirms that the trustees, officers, administrators, faculty and other employees of Democracy Prep Charter School has an obligation to exercise their authority and to carry out the duties of their respective positions for the sole benefit of Democracy Prep Charter School. They should avoid placing themselves in positions in which their personal interests are, or may be, in conflict with the interests of Democracy Prep Charter School. Where a potential conflict of interest exists, it shall be the responsibility of the person involved or any other person with knowledge to notify the Board of Trustees of the circumstances resulting in the potential conflict so that the Board of Trustees can provide such guidance and take such action as it deems appropriate. Areas of potential conflict of interest include financial interests, inside information, conflicting interests other than financial ones, and gifts and favors. The Board of Trustees shall, in its discretion, adopt a policy on conflicts of interest to address these areas of potential conflict.

Section 2.07. Quorum and Manner of Acting. At all meetings of the Board of Trustees, a majority of the whole Board of Trustees shall constitute a quorum for the transaction of business. Except as otherwise provided by statute or by these Bylaws, the act of a majority of the trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. In the absence of a quorum, a majority of the trustees present at the time and place of meeting (or one trustee, if less than three (3) are present) may adjourn the meeting from time to time until a quorum shall be present.

Section 2.08. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Trustees, or of any committee as provided in Article III, may be taken without a meeting, if written consents are signed by each trustee of the Board of Trustees or each member of such committee, as the case may be. Action taken by the Board, or any committee thereof, without a



meeting will be done so to the extent permitted by the Open Meetings Law. Action without a meeting will rarely be permitted by the Open Meetings Law. Such written consents shall be filed with the minutes of the proceedings of the Board of Trustees or a committee, as the case may be.

Section 2.09. Meetings Held Other Than in Person. Trustees of the Board of Trustees or members of any committee may participate in a meeting of the Board of Trustees or committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall, however, not constitute presence in person at the meeting. Trustees who participate in a meeting of the Board of Trustees in such manner may not be counted for purposes of having a quorum and may not vote.

Section 2.10. Resignations. Any trustee may resign at any time by giving written notice of such resignation to the Board of Trustees or the Chair of the Board of Trustees. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof. If any trustee shall fail to attend three (3) consecutive meetings without an excuse accepted as satisfactory by the Chair of the Board of Trustees, he or she shall be deemed to have resigned, and the vacancy shall be filled as provided in Section 2.04.

Section 2.11. Removal or Suspension. Any trustee may be removed or suspended from office by a majority of the whole Board of Trustees. Such action shall be taken only upon written complaint of misconduct, incapacity or neglect of duty submitted to the Board of Trustees. No trustee shall be removed without being provided with at least seven (7) days notice of the proposed removal and a copy of the complaint. If in the opinion of a majority of the whole Board of Trustees such complaint shall have been sustained, the accused trustee may be removed or suspended from office, provided that at least one week's previous notice of the proposed action shall have been given to the accused and to each trustee.

Section 2.12. Compensation of Trustees and Officers. Trustees, as such, shall not receive any salary for their services as trustees. Nothing in these Bylaws shall be construed to preclude any trustee or officer from serving Democracy Prep in any other capacity and receiving reimbursement of a Trustee's actual and necessary expenses while conducting corporation business, as approved by the Board of Trustees.

Section 2.13. Evaluations. Evaluations of the Head of School shall be conducted by the Governance Committee on an annual basis. Evaluations of the Board of Trustees shall be coordinated by the Governance Committee on at least a bi-annual basis. Results of both evaluations, which may be in summary form, will be distributed to the Board of Trustees, preferably in the middle of the school year. On-going informal assessments of the Head of School and the Board of Trustees shall be conducted on an as-needed basis as determined by the Governance Committee.

### ARTICLE III Committees

Section 3.01. Standing Committees. The Board of Trustees shall establish and maintain the following "Standing Committees": Executive Committee, Governance Committee, Finance Committee, Development Committee, Community and Family Communications Committee and Academic Accountability Committee.

Section 3.02. Ad Hoc Committees. The Board of Trustees may from time to time establish one or more "Ad Hoc Committees" with such names, powers and functions as may be determined from time to time by the Board of Trustees.

Section 3.03. Committee Members; Chair. Members of committees shall be appointed annually by the Chair of the Board of Trustees, subject to ratification by the Board of Trustees at the first Regular Meeting of the Board of Trustees held after the appointment. Vacancies in the membership of any committee shall be filled by appointment by the Chair of the Board of Trustees after consulting with the Chair, if any, of such committee. Unless otherwise provided in these



Bylaws, the membership of committees shall not be restricted to trustees but shall be drawn from the administration, faculty, parent body and community at large, as appropriate, with a minimum of three trustees for each committee. Except as otherwise provided in these Bylaws or by the Board of Trustees, the Chair of each committee shall be chosen by the Chair of the Board of Trustees from among the trustee members of the committee.

Section 3.04. General Powers and Responsibilities of Committees. All matters to come before the Board of Trustees shall be considered first by the appropriate committee. Any problem, concern, grievance or other matter referred to a committee shall be considered by such committee which shall consult with such interested parties as the committee deems appropriate. A committee to which any matter has been referred shall report on such matter to the Board of Trustees and, to the extent appropriate, make recommendations with respect thereto. Except as specifically provided by the Board of Trustees, each committee's powers are advisory to the Board of Trustees.

Section 3.05. Committee Reports and Agenda. Each Standing Committee shall make periodic reports to the Board of Trustees. Whenever possible, a written report of any committee meeting or a summary thereof shall be made available in advance of the Board of Trustees' meeting at which the report is to be presented. Whenever possible, each committee shall submit to each trustee a copy of the agenda for future meetings of the committee.

Section 3.06. Executive Committee. The Executive Committee shall consist of no less than five (5) members, including the Chair and the Vice Chair of the Board of Trustees and such other trustees as may be designated by the Board of Trustees. The Chair of the Board of Trustees shall be the Chair of the Executive Committee. The Executive Committee shall set the policy agenda, coordinate committee agendas, and set the agenda for the full Board of Trustees. The Executive Committee shall operate in place of the Board of Trustees during those times when the Board of Trustees does not or cannot meet. Between meetings of the Board of Trustees, the Executive Committee may take any action on behalf of the Board of Trustees that could be authorized by a vote of a majority of the trustees in attendance at a meeting at which a quorum was present. The Executive Committee shall not have the power to take any action that requires at least a vote of the majority of the whole Board of Trustees or is limited to the Board of Trustees by law. Any action taken by the Executive Committee may be subject to ratification by the Board of Trustees. A member of the Executive Committee shall record the minutes of each meeting and include a report on any actions taken. Such member shall forward the minutes to the Clerk and the Clerk shall distribute the minutes of such meetings to the full Board of Trustees.

Section 3.07. Governance Committee. The Governance Committee shall be composed of at least three (3) persons recommended by the Chair of the Board of Trustees and elected by a majority of the Board of Trustees. The Governance Committee shall be responsible for evaluating and making recommendations about the role, responsibilities and expectations of the present and future Heads of School; developing, as necessary, a process for leadership succession; evaluating and making recommendations about the role and responsibilities of the Board of Trustees; reviewing governance policy and practice; and evaluating and making recommendations about the Board of Trustees' composition, organization and committee structure. The Governance Committee shall evaluate the ability of the Board of Trustees and its members in terms of specific skills, interests, and diversity. The Committee shall also canvass the community at large for potential candidates for vacancies on the Board of Trustees. It shall interview potential candidates, guide them through the application process, and make recommendations to the Board of Trustees with respect to various candidates and, in appropriate circumstances, the creation of additional positions for Elected Trustees. The Governance Committee shall be responsible for presenting a slate of candidates for election as officers of the Board of Trustees and the orientation of newly chosen trustees.

Section 3.08. Finance Committee. The Treasurer or an Assistant Treasurer shall be the Chair of the Finance Committee. The Finance Committee shall be responsible for overseeing the preparation of budgets, financial reports and for supervising the management of Democracy Prep's



finances, including notifying the Board of Trustees of significant deviations from the approved budget. The Finance Committee shall review, analyze and recommend for approval the annual audit. On a periodic basis, the Finance Committee shall review investment policies, objectives, and performance. It shall work closely with Democracy Prep's Director of Operations and business manager, if any, and the School Leader and assist the School Leader in overseeing the performance of the Operations staff.

Section 3.09. Development Committee. The Development Committee shall be responsible for the development and implementation of fundraising goals and programs. Its responsibilities may include setting annual fundraising goals, developing periodic capital campaigns and providing for appropriate parent and alumni communications and developing programs to facilitate continuing cultivation of support for Democracy Prep. The Development Committee shall also be responsible for strengthening communication and outreach programs for parents and developing programs to better communicate with and maintain the support of Democracy Prep's broader community of alumni, neighborhood residents, education and business communities and others.

Section 3.10. Academic Accountability Committee. The Academic Accountability Committee shall be responsible for evaluating whether Democracy Prep is adhering to its Charter and achieving its goals of attaining high student academic achievement and preparing its students for success in college and active citizenship. It will examine the results from city, state, national and internally developed assessments which are both criterion and norm-referenced. In addition, the Academic Accountability Committee will meet with staff to analyze assessment data. Based on the assessment data, the Academic Accountability Committee will make recommendations regarding the allocation of resources in terms of classroom materials, staffing, professional development, and outside consultants.

Section 3.11. Community and Family Communications Committee. The Community and Family Communications Committee shall be responsible for ensuring the community and families are satisfied with the school, as well as to serve the committee to ensure that staff are satisfied with school through semi-annual surveys. The Community and Family Communications Committee shall serve as the primary contact for parents and community members.

## ARTICLE IV

### Officers

Section 4.01. Titles. The officers of the Board of Trustees shall be a Chair, one or more Vice Chairs, a Clerk, a Treasurer and such other officers as may be appointed in accordance with these Bylaws.

Section 4.02. Election, Term of Office and Qualifications. The Board of Trustees shall elect the Chair, one or more Vice Chairs, a Clerk, a Treasurer and any other officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or a Special Meeting called for that purpose, except that officers appointed to fill vacancies shall be elected as vacancies occur. A trustee may hold any number of offices, except that neither the Clerk nor the Treasurer may serve concurrently as the Chair. Each officer serves at the pleasure of the Board of Trustees, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

Section 4.03. Subordinate Officers and Agents. The Board of Trustees from time to time may appoint subordinate officers or agents (including one or more Assistant Secretaries and one or more Assistant Treasurers), to hold office for such period, have such authority, and perform such duties as may be provided in the resolutions appointing them. The Board of Trustees may delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective terms of office, authorities and duties.

Section 4.04. Resignations. Any officer may resign at any time by giving written notice of such resignation to the Board of Trustees or the Chair of the Board of Trustees. Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof.

Section 4.05. Removal or Suspension. Any officer elected or appointed by the Board of



Trustees or by any officer of Democracy Prep may be removed or suspended by the Board of Trustees at any time by a majority of the whole Board of Trustees. Such action shall be taken only upon written complaint of misconduct, incapacity or neglect of duty submitted to the Board of Trustees. No officer shall be removed without being provided with at least seven (7) days notice of the proposed removal and a copy of the complaint.

Section 4.06. Vacancies. A vacancy in an office by reason of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in section 4.02.

Section 4.07. The Chair. The Chair shall be the chief presiding officer of the Board of Trustees and shall perform such other duties as may be assigned to him or her from time to time by the Board of Trustees. The Chair shall preside at all meetings of the Board of Trustees and the Executive Committee, if he or she is present. The Chair shall, when directed by the Board of Trustees, sign on behalf of Democracy Prep all contracts, securities and other obligations of Democracy Prep, the authority to sign which is not otherwise delegated by the Board of Trustees or by these Bylaws.

Section 4.08. Vice Chairs. The Vice Chair shall have such power and perform such duties as may be assigned by the Chair or the Board of Trustees. The Vice Chair (or if there shall be more than one, the Vice Chair designated by the Chair or the Board of Trustees) shall in the absence or disability of the Chair or at the Chair's request, perform the duties and exercise the powers of the Chair.

Section 4.09. The Clerk. The Clerk shall keep the minute books of Democracy Prep, be responsible for the minutes of the meetings of the Board of Trustees and in general perform all duties incident to the office of Clerk and such other duties as from time to time may be assigned to him or her by the Board of Trustees or the Chair.

Section 4.10. The Treasurer. The Treasurer shall have general custody of all money and securities of Democracy Prep and from time to time shall render to the Board of Trustees, and to the Chair upon request, a statement of the financial condition of Democracy Prep and of all of his or her transactions as Treasurer. In general, the Treasurer should perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Board of Trustees or the Chair.

Section 4.11. Salaries. The School Leader shall be paid such salary as shall be fixed on an annual basis time to time by the Board of Trustees.

Section 4.12. Agreements, Contracts, Checks Requiring Signatures of Officers. All singular agreements, contracts, checks, and other instruments of Democracy Prep requiring an expenditure or imposing an obligation of more than \$50,000 shall be executed by any two officers of Democracy Prep or by one officer and such other person or persons as may be designated by the Board of Trustees. All singular agreements, contracts, checks and other instruments of Democracy Prep requiring an expenditure or imposing an obligation of less than \$50,000 may be executed by any one officer or by such other person or persons as may be designated by the Board of Trustees.

## ARTICLE V

### Miscellaneous Matters

Section 5.01 Corporate Seal. The corporate seal of Democracy Prep shall be circular in form and shall bear the name of Democracy Prep and the words and figures denoting its organization under the laws of the State of New York and otherwise shall be in such form as shall be approved by the Board of Trustees.

Section 5.02. Fiscal Year. The fiscal year of Democracy Prep shall begin on the first day of July in each year and shall end on the thirtieth day of the following June.

Section 5.03. Conflict with Bylaws. To the extent a conflict exists between any provision in these Bylaws and the Open Meetings Law, the Open Meetings Law shall control. Moreover, to the extent a conflict exists between any provision in these Bylaws and a provision in Democracy Prep's



Charter, the Charter shall control.

Section 5.04. Indemnification.

(a) To the maximum extent permitted by applicable law, as is in effect at the time of the adoption of these Bylaws or as amended from time to time, Democracy Prep shall indemnify any person who was or is a party, or threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a trustee or an officer of Democracy Prep acting within the scope of his/her normal duties, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding. Democracy Prep, however, will not indemnify a trustee or an officer against any costs incurred in any action, suit, or proceeding if there is a judicial determination that such person failed to act in good faith or that such acts were the result of active and deliberate dishonesty, and were material to the cause of action so adjudicated, or from which the person personally gained financial profit or other advantage to which he or she was not legally entitled. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Charter (as may be amended and/or restated from time to time) or any Bylaw, agreement, vote of disinterested Trustees, or otherwise.

(b) Democracy Prep may maintain insurance, at its expense, to protect itself and any person described in subsection (a) against any expense, liability or loss, whether or not Democracy Prep would have the power to indemnify such person against such expense, liability or loss under applicable law.

Section 5.05. Amendments. These Bylaws may be altered, repealed or amended and new Bylaws may be made by the affirmative vote of a majority of the Board of Trustees. Any proposed alteration, repeal, amendment or new Bylaws shall be provided to the Board of Trustees at least thirty (30) days in advance of the meeting at which such changes in the Bylaws will be voted on. Any amendments are subject to approval by the charter entity, the Chancellor of the city school district of the City of New York, and the New York Board of Regents.

Section 5.06. Notices. Unless otherwise required by law or these Bylaws, notices required by these Bylaws may be given in writing, by messenger, regular mail, email or facsimile.



## **Democracy Prep Charter School VI Conflict of Interest Policy**

### **Preamble**

The Board of Trustees, Officers and staff members of Democracy Preparatory Charter School VI ("Democracy Prep") owe a duty of loyalty and trust to Democracy Prep, which requires that in their positions, they act in the interest of Democracy Prep and not in their personal interests. Trustees, Officers and staff members may not use their positions or information they have about Democracy Prep or Democracy Prep's property or information obtained through their positions in a manner that allows them to secure an economic benefit, either directly or indirectly, for themselves or their relatives or associates.

Trustees and Officers of Democracy Prep are fiduciaries to the institution as a whole, collectively responsible for overseeing the welfare of the school and the pursuit of its mission. Although Trustees and Officers may have other relationships with Democracy Prep, Trustees and Officers must put aside these personal relationships and concern themselves solely with what is the best current and long-term interest of the institution as a whole. Fiduciary responsibilities require each of them to approach every decision from the perspective of Democracy Prep's overall best interest, putting aside consideration of how specific decisions may affect, favorably or unfavorably, themselves and family or friends.

The fiduciary duty also requires that Trustees and Officers avoid conflicts of interest and even the appearance of such conflicts, by refraining from participation in any deliberation or decision by the Board of Trustees that might affect them uniquely as an individual. To avoid a conflict of interest, trustees, officers or employees of any single organization shall hold no more than forty percent (40%) of the total seats comprising the Board of Trustees. In sum, it is the policy of Democracy Prep that no transaction between it and its Trustees, Officers or staff members be tainted with an actual or perceived conflict of interest.

### **Disclosure**

(a) Prior to election to the Board of Trustees or appointment as a Trustee or an Officer, and annually thereafter, all Trustees and Officers shall disclose in writing, to the best of their knowledge, any Interest (as defined below) in any corporation or other organization which provides goods or professional or other services to Democracy Prep for a fee or other compensation. Under no circumstances shall any trustee, officer, individual, or employee of a for-profit corporation, limited liability company, or partnership having a business relationship with Democracy Prep involving the provision of educational management services to Democracy Prep for a fee or other compensation serve as a voting member of the Board of Trustees. A copy of each disclosure statement shall be available to any Trustee of Democracy Prep on request.

(b) If at any time during his or her term of service, a Trustee or an Officer has any Interest which may

pose a conflict of interest at any time during that Trustee's or Officer's service, he or she shall promptly disclose the material facts of that Interest in writing to the Chair of the Board of Trustees and the Chair of the Governance committee of the Board of Trustees.

(c) When any matter in which a Trustee or an Officer has an Interest comes before the Board of Trustees or any committee of the Board of Trustees for decision or approval, that Interest shall be immediately disclosed to the Board of Trustees or the committee by that Trustee or Officer, and the Trustee or Officer shall recuse himself/herself from any discussion and/or vote relating thereto.

#### **Definition of "Interest"**

Whether a Trustee or an Officer has an Interest in a matter shall be determined by whether that Trustee or Officer or a relative (or a company with which such persons are associated) would have an economic interest, either directly or indirectly, in a decision on the matter by the Board of Trustees or committee. A "relative" is an immediate family member, which is a mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandson, granddaughter, legal dependent or other relative(s) (including step relatives) who resides in the home. A person is associated with a company if he or she has a 5% or greater ownership interest in the company or is a director, officer, employee or partner of the company. An Interest is not intended to include fundraising and advocacy efforts.

#### **Staff**

The Head of School is directed to apply to the faculty and staff of Democracy Prep rules and procedures consistent with the rules and procedures outlined above for Trustees and Officers. For purposes of this Policy, the term Officer shall include the Head of School, deans, the heads of academic and administrative departments and certain other designated personnel.

# S e t h A n d r e w

[REDACTED]  
New York, NY 10030  
[REDACTED]

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## Objective:

*To found and lead innovative public schools which prepare all students for success in college and citizenship.*

## Education:

**Harvard Graduate School of Education-** Ed.M in School Leadership & School Development

**Harvard Business School-** Coursework in Entrepreneurship & Effective Leadership of Social Enterprise

**Brown University-** B.A. in Educational Studies and Public Policy & American Institutions

**The Bronx High School of Science-** Regents Diploma with Honors

**United States House of Representatives Page School-** Junior Diploma, National Honor Society

## Educational Experience:

***Democracy Preparatory Public Schools***, Harlem, NY & Valley Falls, RI

9/05-Present

- **Founder & Superintendent-** Responsible for all aspects of founding public charter schools on four campuses in Central Harlem and Rhode Island serving students in grades K-12 with a rigorous college-prep academic program. Manage \$10 million annual budget with 75 administrative and teaching staff functioning as both principal and superintendent. Oversaw construction of \$5.5 million new facility for Democracy Prep Middle School while leading a substantial capital campaign which garnered funding from the Walton Foundation, Robin Hood Foundation, and numerous other competitive funding sources. Balanced rapid expansion of all academic and financial aspects of the school, while running substantial surpluses each year, earning clean independent audits, and building a strong foundation for future success and growth.
- **Head of School-** In the school's first four years Democracy Prep immediately became one of the few straight "A" schools in New York City, ranking #1 in Harlem and #8 in NYC for academic excellence, student achievement growth, safety, and overall quality. While 100% of Democracy Prep's scholars are students of color, 91% enter dramatically below grade level, 85% qualify for Title I lunch, 20% have special needs, 12% are incoming English Language Learners, in their first year at DPCS, students average more than 3 grade levels of growth. After just two years, 100% become college bound public citizens who debate competitively, participate in civic activities, and are Working Hard, Going to College, and Changing the World!

***Building Excellent Schools***, Boston, MA

9/04-8/05

- **Fellow-** BES is a national non-profit program that provides research-based hands-on training to an elite group of aspiring school leaders who approach urban education with a focus on high academic standards and a "no excuses" approach to school culture. The fellowship focuses on drafting the charter application, recruiting the founding Board of Trustees, building community support prior to school opening while completing a school residency at a high-performing school.

***Amistad Academy Charter School***, New Haven, CT

9/04-8/05

- **Administrative Fellow & Special Education Teaching Consultant-** Work closely with Head of School, Dacia Toll to design and implement strategies for students far below grade level in reading and math. Coach special education coordinator and teachers using feedback, model lessons, curricular design, and working 1-on-1 with most “challenging” students.

***Coelho Middle School***, Attleboro, MA

9/03-8/04

- **Inclusion Specialist-** Designed and implemented curriculum and support for students with Special Needs, administered the Inclusion Program, maintained a large Special Education caseload, and lead faculty workshops. Taught four blocks each day of seventh grade inclusionary English and math. More than 90% of special needs students passed the high stakes MCAS.

***Cambridge Rindge and Latin High School***, Cambridge, MA

9/02-8/03

- **Inclusion Specialist & Teacher-** Administrator of the School Four inclusion program, maintained IEP caseload, led four Special Education teachers, held best-practice seminars, and ensured compliance with relevant special education law. Taught a full load of history, literature, and academic strategies courses to a remarkably diverse group of students. 92% of our small school inclusion program and 100% of personal high school pupils passed the MCAS exam on their first attempt.

***Fenway Pilot High School***, Boston, MA

9/01-6/02

- **Leadership Intern; Project Coordinator-** Worked with Principal Larry Myatt to research, design, implement, teach and evaluate a Social Action Curriculum for high school students including group work, field trips, and follow-up assignments.

***Dong-Seung Middle School & OHA Language Academy*** Chonan, South Korea

1/01-8/01

- **English Teacher-** Taught English grammar, pronunciation, vocabulary, and civics to 350 Korean students with class sizes of 45. Coached the English speech team, re-wrote the English curriculum, and introduced American pedagogy.
- **Seminar Leader-** Taught English as a Second Language to four classes of college students.

**Teaching Certifications:** Political Science, Social Studies, & Moderate Disabilities  
NY, MA, & RI

Seth Andrew Continued  
Page 2 of 2

**Professional Experience:**

***Democracy Builders***, New York, NY

10/05-Present

- **Founder & CEO-** Democracy Builders supports urban public schools committed to civic education and college preparation in their pedagogy, curriculum, and governance. Starting in 2005, Democracy Builders sponsored Democracy Prep Charter School, the highest ranked school in Harlem to serve students in a disciplined, high-standards, and college-preparatory environment.

***U.S. Department of Education, Office of the Deputy Secretary***, Washington, DC

5/00-9/00

- **Policy and Management Analyst-** Wrote “Key Indicators for Hispanic Student Achievement,” and helped to create and manage \$20 million grant program supporting Dual Language Education programs across the nation. Edited and evaluated reports on Charter Schools, teacher training, merit pay, and paraprofessionals under Title I.

**Mayor's Council on Drug and Alcohol Abuse, Providence, RI**

9/97-5/98, 10/98-12/00

- **Chief Grant Writer & Consultant-** Applied for grants, assisted in financial management, and worked on-site for school-based prevention programs totaling \$1.6 million. Managed the Youth Positive Providence (YPP) working group to provide a continuum of services Providence high school students while implementing substance-abuse prevention curriculum.

**University of Pretoria, Pretoria, South Africa**

Summer, 1999

- **Guest Lecturer & Research Fellow-** Lectured on the American Education System in a comparative education course for South African undergraduate and graduate students; Served as a research fellow; wrote grants & a strategic plan for a merger between the Faculty of Education and a historically black teacher's college.

**SAGA Consulting, Providence, RI; Cambridge, MA; & Chonan, South Korea**

11/98-8/04

- **CEO-** SAGA is an educational consulting group providing services to candidates and social sector organizations. SAGA worked with a wide variety of clients around the world, primarily in the areas of Strategic-planning, Assessment, Grant-writing, and Administration including a select group of businesses, non-profit organizations, public schools, and government agencies.
- **Political Consultant-** Consulted and managed campaigns for David Cicilline for State Representative 2000, Uzoma Ukamadu for Democratic District Committee & Jessica Robertson for Democratic State Committee 1998. All victorious candidates.

**Seth Andrew for State Representative, Providence, RI**

5/98-9/98

- **Candidate-** Registered 1000+ new voters, managed staff of seven, lost by 79 votes to six-year incumbent.

**Rhode Island Secretary of State James Langevin, Providence, RI**

6/97-2/98

- **Policy Analyst-** Formulated, researched, and co-authored a major study entitled "*ACCESS DENIED: Chaos, Confusion, and Closed Doors*" which detailed the RI General Assembly's abuse of the Open Meetings Law throughout the 1997 session.

**Selected Leadership, Awards, & Achievements:**

**Harry S. Truman Scholarship for Public Service-** For excellence in academics, leadership, and public service

**Brookings Institution, Center for Public Policy Education-** Selected for Summer Institute Program

**Common Cause Good Government Award-** For "*Access to Public Records: Audit of RI Cities and Towns*"

**Society of Professional Journalists Public Service Award-** For "*Access to Public Records*" & "*Access Denied*"

**Massachusetts Teaching Bonus Program-** One 50 recipients chosen statewide for New Teachers Project award.

**President of the Board-** Polaris Project 501(c)3; Work with Executive director on financial and program development

**Key Note Speaker-** Graduation ceremony, Booker T. Washington- Junior High School 54 (alma mater)

**Media Features & Appearances:** NPR, NBC, ABC, FOX, CNN, CBS, extensive print coverage, etc.

**Selected Public Testimony & Selected Writings:**

**2009 National Public Charter School Conference-** "Choice and Voice: Student Advocacy & Civic Engagement"

*2008 Dean's Leadership Conference, Harvard Graduate School of Education-* "Charter school leadership"

*2007 Education Seminar, Vassar College-* "No Excuses: Urban schools that defy the odds"

*2004 Rhode Island Senate Committee on Education-* "Charter Schools *Are* Public Schools"

*2004 Rhode Island House Committee on Finance-* "District Oversight Will Hurt Public Charter Schools"

*2003 Rhode Island Commission on Civic Education-* "The Need for Democracy Prep"

*2002 "Civic Malpractice" & "The Need for Democracy Schools"* Research for Prof. Dana Villa & Prof. Ted Sizer

*1999 "Key Indicators for Hispanic Student Achievement"* With Heidi Rameriez, U.S. Department of Education

*1998 "Access Denied: Chaos Confusion and Closed Doors"* With Hon. Jim Langevin & Prof. Ross Cheit

### **Interests & Skills**

**Travel-** Visited 57 countries on 6 continents and 36 US states

**Architecture-** Particularly, colonial American urban architecture, preservation, and urban revitalization

**Athletics-** Avid small craft sailor, cyclist, rollerblader, and skier

**Leadership-** Masters level work in instructional leadership, finance, governance, and school management

**Development-** Grant-writing and fundraising skills for curricular and extracurricular activities

**Technology-** Word processing, Powerpoint, Excel, video, Access, Stata, Lexis-Nexis, Adobe, etc.

**References and educational leadership portfolios available upon request**

Kathryn Stanton

Bronx, NY 10471

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**EDUCATION****George Washington University, June 2008**

M.A. in Educational Leadership

**Mount Holyoke College, May 2002**

B.A. in Philosophy, Religion

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**WORK HISTORY****Democracy Prep Public Schools***Chief of Staff (July 2010-present)*

Responsible for all internal and external communication, setting organization priorities, implementation of Founder's vision; Oversee all external affairs, including press, marketing, communications, philanthropy, recruitment and civic initiatives; leads all new schools development, including charter, review, board recruitment, and serve as the primary point of contact for authorizers.

**Democracy Prep Charter School***Director of External Affairs (2008-2010)*

Responsible for all fundraising, including foundation, corporation and individual philanthropy; grant and relationship management and special events; design and implement robust and data-driven development plan; ensure school's legal compliance, interfacing with federal, state and local officials; serve as the primary liaison with the Board of Trustees; manage and design all marketing materials and publications; serve as the spokesperson for the school with members of the press

*Director of Development (2007-2008)*

Responsible for the design and management of development effort, including marketing, solicitations, acknowledgements; sole grant writer; webmaster; responsible for monthly Board meetings and Board development; serve as a member of the School Leadership Committee; Lead advisor for cohort of 30 students; plan and manage all special events

**Harlem Day Charter School***Director of Student Affairs (2006-2007)*

Responsible for the design and management of the afterschool and summer programs, including planning, staffing and supervision of the programs; managed the placement efforts for our outgoing 5th graders, including assisting families and maintaining relationships with contacts at appropriate 6th grade programs; helped to set school tone through the organization of schoolwide events and the assembly program, as well as enforcing the Code of Conduct on a daily basis; responsible for the oversight and management of the school assistants; worked as a member of the administrative team, as well as serving as a member of the Student Support Team

*Program Coordinator (May 2004 – May 2006)*

Managed and coordinated Extended Day Program, including outside organization involvement, staffing, and accountability; Managed and coordinated all special events; managed and coordinated daily lunch and recess schedule; served as the primary contact between outsourced Accounting and Benefit Administration; worked as a member of the senior administrative team (including Head of School, Administrator, and Director of Business and Development) to manage disciplinary concerns, budgetary and future planning; Managed and coordinated the Summer Session

**The Women's City Club of New York***Administrative Coordinator (2003 – 2004)*

Primary contact for correspondence with public officials, press, and vendors; Managed database for development and membership; Coordinated all aspects of internal and public meetings; Produced newsletter and all other distributed material; Managed office technology, including maintaining website; Served as acting senior staff person

**The New York Metro Region Leadership Academy***Ethics Teacher (Summer 2002)*

Designed and taught a seven-week "Ethical Leadership," which focused on the meaning and role of an ethical leader, including issues such as affirmative action, bioethics, and the present and future of education; writing and speaking intensive, with position papers and weekly debates

*Administrative Assistant (2002 – 2003)*

Organized and facilitated IQ Testing for 300 potential students; interviewed prospective candidates; proctored entrance testing; was primary contact for all correspondence; managed all office matters; managed full talent search, preparatory, and post-preparatory database; collaborated with Development Office in data collection and analysis; organized and facilitated transportation of all students in the Summer and School-year Terms; Served as a dorm leader for a 7 week residential program; planned extracurricular programs; regularly acted as a substitute teacher for all subject areas; coached and advised after-school activities

**Prep for Prep***Special Assistant for the Summer Session (Summers 1999-2001)*

Was responsible for continuing a working relationships for service providers for 15 students daily, which included budgetary & geographical concerns; was one of the key facilitators of a four day trip to a Connecticut boarding school for over 150 students, including scheduling and rooming issues; worked closely with Executive Staff, including the Executive Director and Founder; worked one on one with children who were having difficulties, from academic concerns to time management issues

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**MEMBERSHIPS AND SKILLS**

Women's City Club of New York, Democracy Builders (Board Chair), Young Alumni Network (George Washington University), Women in Development (New York Chapter), Young Alumnae of New York (Mount Holyoke College), Latin (Fluent), French (Intermediate), HTML, Quark Xpress, In Design, Blackbaud Suite, Photography

**Jaime N. White**

[REDACTED]  
[REDACTED]  
[REDACTED]  
New York, NY 10030  
[REDACTED]

**EDUCATION**

**Teachers College**, Columbia University, New York, NY  
Doctor of Education Coursework, Education Leadership, Sept. 2005-Jan. 2008  
G.P.A 3.7, Completed all but Dissertation

**Boston College**, Boston, MA  
Doctorate of Education Coursework, Curriculum and Instruction  
G.P.A 3.8, transferred to Teachers College, Sept – June 2004

**University of Pennsylvania**, Philadelphia, PA  
Master of Science in Education, Secondary Education Certification  
G.P.A. 3.8, graduated with Distinction, August 1994

**University of Massachusetts**, Amherst, MA  
Bachelor of Arts in Anthropology, minor in African American Studies  
G.P.A. 3.5, graduated Cum Laude, June 1993

**CERTIFICATIONS/ HONORS**  
**National Board Certification in Middle School English Language Arts**  
**Massachusetts Secondary Education Certification in Social Studies**  
**Nominated for Massachusetts Teacher of the Year 2005**

**EDUCATIONAL EXPERIENCE**

- 06/09 – Present    **Senior Director of Curriculum & Instruction**  
**Democracy Prep Charter School**  
Create, coordinate, and lead professional development for Campus Directors and teachers, assist Campus Directors in setting data-driven goals, action plans and implementation of said goals, create and manage curricular systems across the schools, create and align curriculum and interim assessments across the schools, create, train staff, and manage systems for data review, analyze data and work with Campus Directors to ensure high achievement on internal and external high stakes exams, support Campus Directors in managing and evaluating teachers, create and coordinate school calendars and school schedules, manage instructional budget.
- 08/07 – 06/09    **Middle School Co-Director**  
**Democracy Prep Charter School**  
Hire, train, coach and evaluate instructional staff, analyze data towards greater student achievement, researched and wrote standards for each academic subject, train and provide feedback on curricular development, plan and lead professional development, wrote and implement school handbook including behavioral polices and expectations, design and supervise implementation of cultural initiatives, reinforce high standard of student behavior, engage and coordinate the families toward student academic success, design and coordinate school schedule and calendar, manage instructional budget.
- 06/07 – 08/07    **Director of Educational Programs**  
**Urban Education Exchange, New York, NY**  
Direct curricular development, professional development and new site development for Urban Education Exchange an organization focused on supporting elementary and

middle school teachers with the resources needed for teaching reading comprehension to low income and minority students. UEE provides an online reading comprehension curriculum, intensive teacher training, and student assessments within a forum for exchanging best practices.

12/04 – 06/07

**Literacy Specialist**

**Say Yes To Education, Teachers College, New York, NY**

Strategically develop and implement the comprehensive literacy program for Say Yes students in conjunction with school administrators and teachers, collaborate with the Program Manager to identify academic and social needs of the SYTE, supervise and/or deliver the diagnosis of all Say Yes children for instructional and program evaluation purposes, supervise and evaluate the teaching responsibilities of the Say Yes literacy instructors and teaching assistants, hire, train and supervise the literacy instruction tutors provided by other Say Yes partnerships in out-of-school classroom settings during school, after school, and during summer programs, develop and critique curriculum and instruction designs to assess the quality and delivery of the Say Yes literacy programs, responsible for the Say Yes literacy initiative budgets for the Say Yes children at the school, provide professional development in reading to teachers.

10/04 – 01/08

**Educational Consultant**

**Democracy Prep, Harlem, New York**

Develop aligned academic standards, curricula, assessments, professional development systems, discipline code, and structures for student and staff culture for the Charter application resulting in its acceptance, perform teacher recruitment, train staff in school-wide curricular systems and various literacy techniques, provide feedback, coaching and support to teachers and the principal.

06/04 – 11/04

**Director of Curriculum & Instruction**

**East Harlem Village Academy, Harlem, New York**

Hire, train, coach. and evaluate instructional staff, analyze data towards greater student achievement, researched and wrote standards for each academic subject, train and provide feedback on curricular development, plan and lead professional development, wrote and implement school handbook including behavioral polices and expectations, design and supervise implementation of cultural initiatives, reinforce high standard of student behavior across the school, engage and coordinate the families toward student academic success, design and coordinate school schedule and calendar, manage instructional budget.

8/99 – 7/04

**Literacy Coordinator/Coach**

**Founding English Teacher/Reading Teacher**

**Roxbury Preparatory Charter School, Roxbury, MA**

Teach sixth grade English classes grammar and writing skills, teach sixth grade reading including guided reading, phonics bases instruction and fluency skills in a balanced literacy program, and in conjunction with the Co-Director for curriculum and instruction, support all aspects of the school-wide literacy program including: development of academic standards, curricula, and assessments for reading and English classes; literacy staff recruitment, hiring, supervision, and evaluation; training entire staff in school-wide literacy program; facilitating literacy team inquiry group; chairing literacy team meetings and developing on going professional development for the entire Roxbury Preparatory staff.

- 8/03 – 10/04      **Educational Consultant**  
**East Harlem Village Academy**, Harlem, New York  
 Developed academic standards, curricula and diagnostic tests for reading and English courses, performed teacher recruitment, trained staff in school-wide literacy program, trained literacy teachers in various literacy techniques, developed on-going staff development, performed monthly data analysis to improve instruction, trained teachers to perform data analysis, observed classes, read lesson plans and provided weekly feedback, coaching and support to teachers.
- 6/99 – 6/04      **Educational Consultant**  
**Project for School Innovation**, Dorchester, MA  
 Developed and lead literacy inquiry groups for teachers across the city, researched and wrote introductions to For Teachers By Teachers series including the math issue developed by Roxbury Prep teachers, coached literacy teams in effective inquiry practices.
- 8/98 – 6/99      **Social Studies Teacher**  
**City On A Hill Charter School**, Boston, MA  
 Taught 9th grade social studies classes; developed and implemented history curricula and assessments aligned with the Massachusetts curriculum framework in history; chaired faculty committee responsible for creating the Transitional Program; served as a member of staff committees responsible for creating policies on school culture; participated in a two week summer curriculum development initiative funded by the Annenberg Foundation and staffed by teachers from City On A Hill and the Jeremiah E. Burke High School.
- 9/97 - 7/98      **Lead Teacher Language Arts/Community Service Learning Director**  
**The Little House Alternative Middle School**, Dorchester, MA  
 Designed and implemented literacy course for truant youth of Boston Public Schools; emphasized interdisciplinary and theme-based team teaching; implemented alternative assessment and project-based learning; focused on behavior modification, anger management, and problem solving skills. Collaborated with the Massachusetts Prevention Center to design, implement and coordinate training on various teen health issues for alternative school students; emphasized building confidence and self esteem in teen students; trained and facilitated students leading their own workshops in various Boston Public Schools.
- 9/94 - 6/97      **Social Studies & Lead 5/6 Teacher, Dr. Martin Luther King Jr. Open School**,  
 Cambridge, MA  
 Worked as part of a team to design, plan, and execute all aspects of the curriculum for a multi-grade classroom in an inner city school with a diverse population; designed interdisciplinary units centered upon social studies and concerned with issues of social justice and community; Designed and implemented social studies curriculum for middle school students; taught World Cultures & Geography to 7<sup>th</sup> grade students and American History to 8<sup>th</sup> grade students; founded and coordinated Learning Centers; and directed the King/King Open Talent Show.

References Available Upon Request

**Andrew J. Epstein**

[REDACTED]  
New York, NY 11201

**EXPERIENCE**

**Director of Finance, Democracy Prep Charter School**, November 2009 – Present, New York, NY  
Manage and direct all financial operations and activities for Democracy Prep Charter School, a high performing public charter school in Harlem. Responsibilities include all accounts payable and receivable functions, payroll processing for staff of 65, short and long term budgeting both for school as well as projects and initiatives, negotiating contracts with key vendors, managing general ledger including all accounting entries, and managing audit process including 990 filing.

**Director of Operations, Promotion, Island Def Jam Music Group**, October 2005 – November 2009, New York, NY  
Manage and direct all financial and operational aspects of Island Def Jam Promotion Department, a subsidiary of Universal Music Group. Strategize, develop and oversee budgets for music promotion at multiple radio formats. Liaise with Finance Department on budgeting processes, and with Human Resources and Information Technology groups to assist with all systems use for members of team. Manage all non-radio airplay aspects of department. Serve as department compliance officer to ensure observance of Radio Promotion Policies.

**Manager of Financial Services, Universal Music Group**, June 2004 – October 2005, New York, NY  
In addition to responsibilities of corporate card specialist: Managed and grew purchasing card program. Administered additional aspects of T&E processing including expense processing software, liaised with members of IT group to manage complex interfaces between expense software, financial systems, and HR systems and oversaw relationship with outsourced A/P vendor, including Help Desk, audit and controls, technical issues.

**Corporate Card Specialist**, February 2002 – May 2004  
Managed corporate credit card program for travel and entertainment (T&E) use, consisting of over 2000 cards. Created and distributed reports using reporting software. Communicated across all levels of both Universal Music Group and corporate card vendor to meet cardholders' needs. Earned first ever annual rebate from corporate card vendor for successfully managing spend and delinquency across corporate card program.

**Science Teacher, K.I.P.P. Academy**, September 2000 – June 2001, Bronx, New York  
Educated 5<sup>th</sup> and 7<sup>th</sup> grade students in a nationally recognized charter school. Designed and led after-school/weekend program for twenty students in conjunction with New York City Outward Bound to support under-achieving students.

**Program Director/Recruitment Coordinator, Camp Starfish**, January – August, 2000, Boston, Massachusetts  
Recruited and hired staff for the inaugural summer of Camp Starfish, a summer program serving special needs children. Designed and implemented multi-faceted educational, athletic and developmental program.

**Assistant Head Counselor, Camp Ramapo-Anchorage**, Summer 1999, Rhinebeck, New York

Managed equipment, schedule and eight person staff for Challenge Program at summer camp for emotionally disturbed children. Program included high and low ropes courses, 50' climbing wall.

**Science Teacher, New York Settlement School**, September 1998 – June 1999, New York, New York

Created and led instructional program for students at an innovative middle school located on the Lower East Side. Chairman of School Leadership Team, responsible for creating a Comprehensive Educational Plan and communicating with parents and District officials. Wrote and was awarded a 2k grant to upgrade science equipment.

**Corps Member, Teach for America**, June 1996 – June 1998, Bronx, New York

Created and executed daily lesson plans for 7<sup>th</sup> and 8<sup>th</sup> grade students in an under-resourced urban public school. Initiated and led extra-curricular activities: Chess Club and Student Government.

## **EDUCATION**

**Columbia University, Graduate School of Business**, New York, NY  
MBA, May 2007

**University of Michigan**, Ann Arbor, Michigan  
**Bachelor of Arts in Psychology**, May, 1996

**Tel-Aviv University**, Tel-Aviv, Israel  
**Overseas Student Program**, January-June, 1995

**References available upon request.**

**Gabriel L. Nadel**

New York, NY

***Academic Experience*****New York University, Stern School of Business** New York, NY

Masters of Business Administration, December 2008

- Selected for *Beta Gamma Sigma Honor Society*
- Focus in *Data, Decisions and Models* and *Finance*
- Semester abroad: Hong Kong University of Science and Technology, Fall 2008

**Columbia University, Teachers College** New York, NY

Graduate course work in Education and Economics of Education, 2005

**University of Michigan, College of Literature, Science, and the Arts** Ann Arbor, MI

Bachelor of Economics, April 2000

- Additional focus in Accounting, English and Philosophy

***Professional Experience*****Democracy Prep Charter School** New York, NY*Sr. Director, Data and Accountability* 2009

- Manage selection and implementation of Student Information Systems
- Manage development of novel web-based student behavior tracking system
- Oversee all data collection and analysis functions
- Manage all Information Technologies staff

**Scholastic Inc.** New York, NY*Sr. Manager, Technology Marketing Operations* 2009

- Product manager for Scholastic Achievement Manager (SAM), student data software
- Managed technology marketing for Scholastic's suite of educational programs installed in over 10,000 schools and districts
- Streamlined operations surrounding the launch of Scholastic Hosting Services

**Girls Preparatory Charter School** New York, NY*Director of Finance and Operations, Founding Staff Member* 2005-2008

- Grew a high achieving elementary charter school from 12 to 50 staff while continuously improving quality for all stakeholders
- Designed and implemented all operational systems such as purchasing, payroll, HR, IT, data analysis and communications to facilitate exceptional teaching and learning
- Successfully monitored a growing annual budget of \$3million
- Managed annual fiscal audit in 2006, 2007 and 2008
- Managed reporting for government and private grants totaling over \$1million
- Created and implemented novel tools for analyzing student achievement data
- Oversaw all day-to-day non-academic operations of City's first all-girls charter school
- Created and utilized an array of financial reports to best leverage school resources
- Managed reporting to state and city agencies, board of trustees and foundations
- Recruited and marketed school to potential faculty and parents

**New York City Center for Charter School Excellence**

New York, NY

*Consultant*

2005

- Conducted extensive analysis of school performance using original methods
- Researched and outlined first operations guidebook for NYC charter schools

**The Williamsburg Charter High School**

Brooklyn, NY

*Coordinator of Development and Special Projects, Founding Staff Member*

2003-2005

- Coordinated start-up of the first charter high school in New York City
- Wrote and managed private and government grants in excess of \$600,000
- Managed recruitment and selection of founding school staff
- Managed many diverse projects including but not limited to: outreach, website design, field trips, fundraisers and technology implementation
- Coached boys soccer team, assistant taught Math-B class and was advisor to 12 students
- Managed project to create a school run community garden in McCarren Pool Area

**St. Nicholas Neighborhood Preservation Corporation**

Brooklyn, NY

*Coordinator of Education Initiatives*

2002-2004

- Researched and co-authored charter application for the Williamsburg Charter School
- Communicated heavily with Department of Education and charter supporters
- Researched and co-authored charter application for Masters Charter School

**knoWear Inc. / Graphic Faction**

Ann Arbor, MI

*Owner*

2000-2001

- Organized, registered and incorporated start-up clothing/graphic design company
- Initiated and maintained retail, wholesale and special event accounts
- Handled all legal, financial and tax issues for knoWear
- Attained profitable performance within first year

***Computer Skills***

QuickBooks, Excel, Photoshop, Illustrator, Flash, HTML, Freehand, Actionscript, Dreamweaver, Giftworks, Gif Animator, FTP, Minitab, Weka, Powerpoint, Act, Rediker, Administrators' Plus, GradeQuick, Word, MAC and PC

***Additional Skills and Interests***

Conversational Spanish, beginning Mandarin, international travel, skiing, music and community gardening.

**Linda Jones Easton**

[REDACTED]  
 Roosevelt Island, NY  
 [REDACTED]  
 [REDACTED]

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Results-oriented, experienced executive/administrator responsible for internal operations, human resources, facilities and special projects. Works well independently and as part of a team. Committed to excellence and achieving goals. An effective negotiator and facilitator who relates well to a wide variety of people and diverse situations.

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**PROFESSIONAL EXPERIENCE:**

DEMOCRACY PREP CHARTER SCHOOL, New York, NY 8/2007 to present  
**Director of Operations and Human Resources**

- Project manager for renovation projects and moves
- Facilities Management
- Oversight of all Human Resources areas
- E-Rate funding coordinator
- Contract negotiator with external vendors
- School Safety Council representative

Relocation Management Solutions, Inc. 10/2006 to 2007  
**Human Resources Consultant & Recruiter**

SHELTERING ARMS CHILDREN'S SERVICE, New York, NY 1986 to 2006  
**Assistant Executive Director, Operations and Human Resources**

Responsible for day-to-day administrative operations, human resources, facilities and special projects. Responsible for introduction and implementation of new policies, negotiating contracts, and administration of one of New York City's oldest child care and early childhood education agencies.

- Project manager for several build-out and renovation projects
- Developed and implemented a procurement process that cut costs 40%
- Negotiated union contracts advancing management rights and health insurance cost containment
- Developed and implemented a employee recognition program
- Member of four person team that successfully started Harlem Day Charter School and member of Board of Directors of school
- Developed human resources workshops
- Provided human resources services for two charter schools

***Positions Held:***

**Assistant Executive Director**  
**Director of Operations**

**Assistant to the Executive Director**

HARLEM DOWLING CHILDREN'S SERVICE  
**Assistant to the Executive Director**

1983-1986

**EDUCATION:**

Bachelor of Science; Business Administration and Certificate in Pre Law  
Caldwell College, New Jersey

**Memberships:**

Founding Member, Harlem Day Charter School Board of Trustees (2001 to present)

Brooklyn Charter School (2002 to 2006)

Trustee, 1707 Health and Benefit Fund (2001 to 2006)

Trustee, Immaculate Conception Elementary School (1985 to 1990)

Member, Society for Human Resource Management (2001 to present)

Member, International Foundation (2001 to 2007)

# Jonathan C. Howard

New York, NY 10040

## Work Experience

### **Democracy Prep Charter School, Senior Recruitment Manager**

*New York, New York*

**2008-Present**

- Recruit and hire highly qualified educators to teach at highest performing charter school in Harlem
- Recruited founding team for Democracy Prep Blackstone Valley in Rhode Island
- Manage entire recruitment process for 2000+ applicants per year
- Develop marketing campaign aimed at attracting top teachers: create and place ads, plan professional development opportunities, conduct information sessions, attend education events, host visitors to Democracy Prep
- Observe and provide feedback on sample lessons taught by teacher applicants
- Improve and systematize recruitment processes including applicant questionnaire, interview question template, and new hire on boarding procedures

### **Teach For America, Special Education Teacher**

*New York, New York*

**2006-2008**

- Selected as one of 2,500 teachers from approximately 18,000 applicants to join a national teaching corps
- Committed two years to close the achievement gap in New York City schools by teaching in one of the lowest performing districts in the city
- Participated in a 6-week intensive training program to develop the skills and knowledge needed to achieve significant gains in student achievement; instructed in a summer school program run by TFA for students in New York City public schools under the supervision of a faculty of experienced teachers

### **Democracy Prep Charter School, 6<sup>th</sup> Grade Special Education Teacher**

*New York, New York*

**2007-2008**

- Co-created Academic Collaboration Team to best serve the needs of special education students with Individualized Education Plans and students needing extra support in reading and math
- Co-taught Reading and Math classes and taught multiple small groups of up to 8 students
- Authored Individualized Education Plans for all 6<sup>th</sup> grade special needs students and kept extensive data to track students' progress toward annual goals
- 15 of 18 students increased overall reading level by 1.5 grade levels; 5 of 18 increased overall reading level by 2 grade levels or more
- 12 of 18 students with at least a 70% overall average in reading and math classes
- 17 of 18 students with 80% homework completion average for academic year

### **Choir Academy of Harlem, Middle School Special Education Teacher**

*New York, New York*

**2006-2007**

- Special Education teacher for middle school special needs students; provided academic support in English, Social Studies, Math, and Science Classes
- Authored Individualized Education Plans for all middle school special needs students and kept extensive data to track students' progress toward annual goals
- 4 of 11 students increased overall reading level by 1.5 years
- 5 of 11 students reached 80% mastery of grade level math objectives

**Education**

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**Pace University**  
**2008***New York, New York**Master of Science for Teachers: Childhood Education: Students with Disabilities***Arizona State University**  
**2006***Tempe, Arizona**Bachelor of Science in Management***Community**

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**Teach For America, Phone Interviewer**  
**2009-Present***New York, New York*

- Conduct phone interviews with 2010 Teach For America Candidates
- Score candidates on a rigorous, research-based rubric to determine whether each individual would be invited to a final interview

**iMentor, Mentor**  
**2009-Present***New York, New York*

- Mentor to a high school senior from Bronx, NY
- Provide guidance and coaching on college application process; correspond through monthly meetings and weekly email communication

**St. HOPE Leadership Academy, Founding Board Member**  
**2007-Present***New York, New York*

- Currently serving as board member for 2nd year charter school in Harlem.
- Sit on Executive, Nominating (Chair), and Partnership Committees.
- Attend monthly board meetings and vote on action items which dictate school and board policy

**St. HOPE Academy, Intern**  
**2003-2004***Sacramento, California*

- Project Manager of Sacramento High School of Business: assisted principal with organized partnerships to benefit students with community organizations such as Sacramento Food Bank and Tungland Corporation
- Assisted principal with startup of St. HOPE's elementary school P.S. 7: provided support with teacher recruitment, research and purchasing school uniforms, ordering school furniture and school supplies
- Generated articles, took photographs, designed layout, and distributed St. HOPE's weekly newsletter, the *ST. HOPE Pipeline*, to over three thousand recipients
- Participant in St. HOPE Leadership Institute reviewing case studies of non-profit organizations' business plans and pivotal business decisions

**Activities**

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**Democracy Prep Charter School Basketball Coach**  
**2007-Present***New York, New York*

- Organize and facilitate daily practices
- 2<sup>nd</sup> Place in New York City Charter School League for 2007-2008 and 2008-2009 seasons

**Arizona State University Varsity Basketball**  
**2000-2002***Tempe, Arizona*

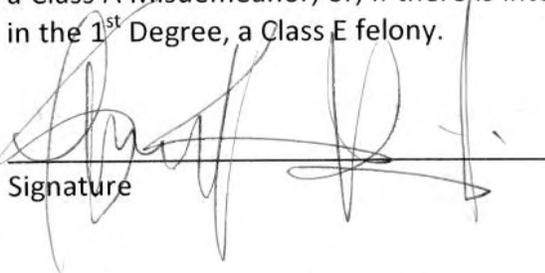
- Arizona State University Full Athletic Scholarship (2000-2002)
- Maroon and Gold Scholar Athlete (2001-2002)



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

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

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

  
Signature

3/21/11  
Date

# KHARY P. BARNES

Rosedale, NY

## Experience

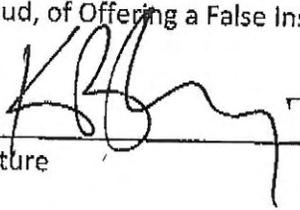
- 2009 – Current **AMERICAN EXPRESS COMPANY.** **NEW YORK, NY**  
2010 - Current **Director, Mergers & Acquisitions, Corporate Business Development**  
Lead the identification, evaluation and execution of M&A transactions, joint ventures/partnerships, divestitures and strategic investments through all phases globally.
- Manage the functional staff (Bankers, HR, Technology, Legal, Accounting, Advisors) and day to day execution of transactions (e.g., acquisitions, joint ventures, divestitures, new business start-ups, and equity investments).
- 2009 - 2010 **Manager, Mergers & Acquisitions, Corporate Business Development**  
Utilize experience in strategic development and financial analysis, and M&A transaction execution to evaluate investments globally across industry segments (*fintech, commerce, media and technology*).
- Develop acquisition and investment recommendations to present to the CEO and AXP Senior Executives.
  - Responsibilities include *strategy analysis, financial modeling, valuation, competitive analysis, due diligence, regulatory and legal analysis, and business integration planning.*
    - *Acquisition:* Completed \$150 million acquisition of Accertify Inc., a fraud solution PSP tool for GMS.
    - *Divestiture:* Completed sale of certain Consumer Travel Network national retail locations.
    - *Direct Investment:* Developed and executed start-up of an external Intellectual Property Exchange.
    - *Joint Venture:* (Dead) \$2.5billion cross-border JV transaction through diligence and contract negotiations.
- 2008 – 2009 **BAD BOY WORLDWIDE ENTERTAINMENT GROUP.** **NEW YORK, NY**  
**Special Projects Consultant, Business Development & Strategy**  
Originated and executed on revenue growth opportunities, marketing partnerships and joint-ventures focused on the media, entertainment and consumer & retail sectors for *Sean Combs*.
- *Direct Investment:* Passed on a \$2.0 million Series A equity investment in online pop music/video sharing platform (500k+ uniques/mo). Completed valuation, due diligence bid and investment thesis preparation.
- Summer 2007 **LANDMARK PARTNERS.** **SIMSBURY, CT**  
**Summer Associate, Private Equity Group (offer received)**  
Identified and evaluated opportunities, participated in domestic and global sector company research, conducted due diligence processes and invested in direct and secondary transactions for a \$1.2 billion private equity fund.
- *MessageLabs:* Completed a \$17.5 million equity investment in the market leading messaging and web security firm. Participated in management meetings, prepared the internal investment memorandum and presented the transaction in investment committee.
- 2002 – 2006 **LEHMAN BROTHERS INC.** **NEW YORK, NY**  
2004 – 2006 **Associate, Investment Banking - Structured Finance Group**  
Led the execution of leveraged financings through asset-backed lending and securitization transactions - monetizing statistically predictable cash flows of asset classes including operating businesses, intellectual property, royalties and accounts receivable for Project Financings, Recapitalizations, Mergers & Acquisitions and LBOs.
- Created complex transactions and performed quantitative valuation analyses including *Discounted Cash Flow, Leverage Buyout, Comparable Company, Comparable Transaction, Bond Structuring, and Breakup Analysis.*
  - Managed day-to-day client communication and due diligence processes. Negotiated legal documents (e.g., Sale and Purchase Agreements, Total Return Swaps, Non-Disclosure Agreements) and financing term sheets, coordinated rating agency presentations and built financial models to finance \$4.0+ billion of assets.
  - Conducted financial, regulatory and marketing analysis for new business origination, deal structuring and transaction execution related to new and developing asset classes.
    - *Wirefree Partners III, LLC:* Sole Structuring Advisor on Sprint's \$135 million Lease-Backed Notes and the interim bridge capital to acquire 16 PCS spectrum licenses from the FCC's Auction.
- 2002 – 2004 **Analyst, Investment Banking - Structured Finance Group**
  - Performed corporate finance valuations; executing secured financings for sell-side and buy-side transactions
- education**
- 2006 – 2008 **HARVARD BUSINESS SCHOOL, Masters in Business Administration** **BOSTON, MA**  
Elected *Class President* of the Student Association.
- 1998 – 2002 **CORNELL UNIVERSITY, Bachelor of Science in Industrial and Labor Relations** **ITHACA, NY**  
Elected to *Cornell University Board of Trustees*. Selected *Class President* of Alumni Class of 2002.
- personal** Media, traveling, philanthropy (A Better Chance), art enthusiast and runner (Completed NYC Marathon 2009).

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

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

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

Signature



Date

3/31/11

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

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

Name: Mr. Ken Biberaj, Esq  
(Include preferred honorific.)

Daytime Telephone: [REDACTED]

Home Mailing Address: [REDACTED] NY, NY [REDACTED]

Personal E-Mail/Fax: [REDACTED]

Business Address: 234 West 56<sup>th</sup> St, Ste 400, NY, NY 10019

Business E-Mail/Fax: [REDACTED]

Charter School Name: Democracy Prep IV, V, VI

Charter School Address: Care of Democracy Prep Public Schools

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

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

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

### Background

1. Please provide your educational and employment history. You may do so by attaching a résumé.  Resume Attached
2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board.  I affirm.
3. Please affirm that you have read Article 56 of the New York State Education Law, and understand the relationship between a charter school and the authorized chartering entity as defined in that statute.  I affirm.
4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board. *I have known Seth Andrew (head of school) for over 5 years and have always been interested in his work. I have visited the school on several occasions, participated in fundraising events and also previously agreed to serve on a Young Professional Advisory Group. Seth invited me to participate on the Board of Democracy Prep III*
5. Please explain why you wish to serve on the board. *I have long been impressed and passionate about education and the charter school movement. Having watched Democracy Prep grow from just a concept, I am excited by the prospect of taking on a more active and hands on role in the governance and strategic planning.*
6. Please indicate whether you have previously served or are currently serving on a board of a school district, a non-public school or any not-for-profit corporation (to the extent not otherwise indicated in your response to Item 1, above). In addition, please describe any other experience, knowledge or skills you feel is relevant to service on the charter school board.  This does not apply to me.  Yes. (Include description here):
7. Please indicate whether or not you have ever been convicted of a misdemeanor and/or felony in state or federal court in any jurisdiction.  
 This does not apply to me.  Yes.  
If the answer to this question is yes, please provide the following details regarding your conviction(s): (1) the name of the criminal offense(s); (2) whether the criminal offense(s) was a misdemeanor or felony; (3) the facts and circumstances surrounding your conviction(s); (4) the date(s) of your conviction(s); and (5) the date(s) of disposition(s).

Your response to question six may also include any relevant written information that you wish to be considered in support of your application, including, but not limited to: certificates of conviction; any parole and/or probation documentation; any certificates, including any certificate of relief from disabilities; any proof of counseling and/or

rehabilitation; any documentation attesting to your good conduct or your good character; and any letters of support from friends, family, co-workers, employers, etc.

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

This does not apply to me.  Yes.

If the answer to this question is yes, please provide an explanation.

### Conflict of Interest

8. Please indicate whether you, your spouse, or other family member knows any of the other prospective or current board members.  
 I / we do not know any such persons.  Yes.  
If your answer is yes, please indicate the precise nature of your relationship here:
9. Please indicate whether you, your spouse, or other family member knows any person who is a prospective or current charter school employee.  
 I / we do not know any such persons.  Yes.  
If yes, please indicate the precise nature of your relationship here: **I have known Seth Andrew for over 5 years. He is the head of the school. I have social interactions with other members of the school because of my prior involvement and participation at Democracy Prep events.**
10. Please indicate if you, your spouse, or other family member or any corporation, business or other entity in which you, your spouse or other family member serve as an employee, officer, or director or own a controlling interest in, contracts or does business with, or plans to contract or do business with, the charter school, including but not limited to, the lease of real or personal property to the charter school.  
 No.  Yes.  
If yes, please describe the nature of the contract or business and, if applicable, the relationship of the person to the corporation, business or entity involved:
11. If the charter school is partnered with an educational service provider (a management company, whether for-profit or not-for-profit), please indicate whether you, your spouse, or any family member knows any employees, officers, owners, directors or agents of that provider. If your answer is in the affirmative, please describe any such relationship.  
 Not applicable because the School does not/will not contract with a management company or charter management organization.  
 I / we do not know any such persons.  Yes.
12. If the charter school is partnered with an educational service provider, please indicate whether you, your spouse or other family member has a direct or indirect ownership, employment, contractual or management interest in the provider. For any interest indicated, please provide a detailed description.  
 Not applicable because the School does not/will not contract with a management company or charter management organization.  
 I / we have no such interest.  Yes.
13. If the charter school is partnered with an educational services provider, please indicate if you, your spouse or other family member anticipates conducting, or is conducting, any business with the provider. If so, please indicate the precise nature of the business that is being or will be conducted.  
 Not applicable because the School does not/will not contract with a management

company or charter management organization.

I / we do not anticipate conducting any such business.  Yes.

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

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

16. Please explain how you would handle a situation in which you believe one or more members of the charter school's board are involved in working for their own benefit, or the benefit of their friends and family. **Bring it up immediately at a Board meeting, with the administration, and if necessary directly to the appropriate State agencies.**

#### Educational Philosophy

17. Please explain your understanding of the charter school's mission and/or philosophy. *The school will provide students with an academically rigorous curriculum to better prepare them for higher education.*

18. Please explain your understanding of the educational program of the charter school. *It will be based on NY State Learning Standards and will capitalize on direct instruction with the purpose of challenging and pushing students toward greater academic success. The core curriculum allows for more time and attention to reading, writing and mathematics. This is coupled with attention to other subjects with the goal being that students will achieve Regents level proficiency.*

19. Please indicate what you believe to be the characteristics of a successful charter school. In particular, please provide the specific steps you think the board of the charter school will need to take to ensure that this charter school is and remains successful. *A transparent and open communication policy between the administration of the school and the Board so that the Board can provide guidance and oversight about the direction and results taking place on a daily basis. The Board needs to give the administration the tools and resources needed to provide the best learning environment to the students. Simultaneously, the Board needs to provide diligent oversight to hold the administration accountable in the work they are doing. It is essential that regular meetings take place,*

*that the Board hears from all levels of the school from the Principal to teachers about the needs and roadblocks that exist.*

**Other**

20. Please explain your understanding of the appropriate role of a public charter school board member. *To provide broad strategic guidance to the management of the school, serve as a sounding board for new ideas, and also to hold the facility and administration accountable to the plans and curriculum approved by the board.*
21. Please affirm that you have read and understand the charter school application, the charter school board's by-laws and all proposed policies. **I affirm.**
22. Please provide any other information that you feel is pertinent to the Department's review. **Nothing else at this time. Thank you for the opportunity to apply**

# KEN BIBERAJ

[REDACTED] New York, NY [REDACTED]  
[REDACTED]

## EDUCATION

### NEW YORK LAW SCHOOL

New York, NY

*Juris Doctor; Admitted to the Bar in New York State; Focus in Real Estate Law*

2008

- Founder, NYLS Democratic Caucus, Political organization on campus for members of the Democratic Party.

### HARVARD KENNEDY SCHOOL

Cambridge, MA

*Master in Public Policy; Political Advocacy and Leadership*

2004

- Founder, Elective Politics Professional Interest Council; Bipartisan group interested in elective politics.
- Fellowship recipient, Center for the Study of the Presidency; attended conferences in Washington, D.C.
- Selected for an internship in the New York office of President William Jefferson Clinton (summer 2003).

### AMERICAN UNIVERSITY

Washington, D.C.

*Bachelor of Arts; Political Science & C.L.E.G (Communications, Law, Economics & Government)*

2002

- President of the Student Body: first person to be reelected to a second term.
- Rising Star Award Recipient 2007: given to recent alumnus for significant professional achievement.
- Kinsman Hurst Award Recipient 2002: for making a significant contribution to the AU community.

## EXPERIENCE

### MORGAN BARRINGTON FINANCIAL SERVICES, INC.

New York, NY

*Executive Vice President; Financial services firm with business interests in various subsidiary projects.*

2005-present

#### The Russian Tea Room, Iconic New York City restaurant.

- Served as official on-the-record spokesperson for interviews with *The New York Times*, *LA Times*, *Wall Street Journal*, *Associated Press*, *Good Morning America*, *CBS Early*, *Crain's New York Business*, *New York Post*, *New York Observer*, and others.
- Responsible for all media relations, approval of press releases and pitches, and communication with journalists.
- Developed marketing strategies and partnerships to increase revenues for both private dining and a la carte dining, while simultaneously renegotiating contracts and driving expenses down to increase profitability.
- Monitor and coordinate "Brand Development" strategies and handle all licensing and trademark issues domestically and internationally to allow for potential overseas expansion.
- Oversaw the restoration and reopening of the famed restaurant, coordinating all pre-opening press and public relations.

#### Broadway West Enterprises, Ltd, Commercial real estate investment and brokerage company.

- Directed a team in the design and development of construction plans to build a 40-story residential tower in New York City. Mobilized various shareholders to complete design plans approved by the Building Department.
- Negotiated the sale of complex commercial real estate transactions, maximizing the financial return prior to the market downturn. Identify under-valued properties for purchase and work to reposition for future profit.
- Manage the retail brokerage division with a focus on creating off-market transactions for tenants across the five boroughs. Responsible for showing spaces, canvassing, and building relationships with tenants and landlords.

#### Hanover Community Bank, Single branch Community Bank in Nassau County.

- Approved by the FDIC and New York State Banking Department to serve on the Board of Directors for Hanover Community Bank and sit on the ALCO, Compensation, Loan, and Business Development Committees.
- Actively participated in negotiations to raise capital and served on CEO search committee.
- Aggressively advocated for a reduction in expenses, revamping of management and revisions to Business Plan.

## **JOHN KERRY FOR PRESIDENT**

**Fort Lauderdale, FL**

**Research Director, State of Florida;** *Statewide campaign office for the Democratic nominee for president of the United States.* **2004**

- Evaluated Florida specific issues for the national headquarters and also disseminated the impact of national policies on the state. Oversaw the statewide media monitoring and tracking of opposing campaign to assist with rapid response efforts.
- Worked closely with Communications Director to ensure Florida specific messaging made available to press outlets.
- Met regularly with field staff to gain information about a link between Bush Cheney campaign activities and the Swift Boat efforts in Florida.

## **GINSBERG LAHEY, LLC.**

**Washington, D.C.**

**Associate;** *Research based consulting firm advising political campaigns and corporations on strategy and management.* **2002**

- Led the vulnerability and opposition research efforts for various clients and prepared strategy plans and responses. Developed fast, accurate and factual responses during crisis situations for the clients.
- Traveled to various congressional districts to perform on the ground campaign opposition research.

## **OFFICE OF WILLIAM JEFFERSON CLINTON**

**New York, NY**

**Intern;** *assigned to the President's personal Counselor and Executive Assistant*

**summer 2003**

- Assisted members of the President's executive office with various tasks, including day-to-day office operations, research for the President's book, and advancing events in the New York area. Selected from a national application process of candidates.
- Produced briefing materials and original research on timely public policy topics ahead of public engagements or meetings.

## **INSTITUTE OF POLITICS, Harvard University**

**Cambridge, MA**

**Fellows Assistant;** *New Fellows arrived each semester*

**2003-2004**

- Developed outreach plans to maximize the visibility and opportunities for the Fellows (Mayors, Governors, and Journalists) selected to teach 'study groups' at the Institute of Politics.

## **CONGRESSMAN JAMES P. MORAN**

**Washington, D.C.**

**Staff Assistant;** *Started in the office as an intern then joined as full time staff*

**1999**

- Drafted letters, floor statements, and policy memos as well as assisting with constituent services.

## **OTHER ACADEMIC ACHIEVEMENTS**

**CENTER FOR THE STUDY OF THE PRESIDENCY, 9/03-6/04**

**Washington, D.C.**

Bradford M. Freeman Fellow from Harvard University

- Participated in two national conferences in Washington, DC with Fellows from around the country.
- Produced original essay on, *President Clinton's Foreign Policy Decision-Making in the Balkans.*
- Nationally televised CSPAN panelist with John Zogby on Youth Political Engagement – 4/2004

## **BOARD AND COMMUNITY INVOLVEMENT**

- **Food Bank for New York City**, Member of the Culinary Council
- **New York City & Company**, Member of the Restaurant Committee
- **American University, School of Public Affairs**, Dean's Advisory Council
- **Democracy Prep III Charter School in Harlem**, Board of Directors
- **DL21C**, Steering Committee Member
- **Manhattan Young Democrats**, Member

## **Activities**

Running, biking, golfing, traveling, and reading political biographies.

**Computer Skills:** Proficient in Internet-based research; Microsoft Windows 95, 98, 2000, XP, MS Word, PowerPoint, Excel, Outlook, MAC, Lotus Notes, WordPerfect, Adobe Photoshop, Lexis-Nexis.

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

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

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

Kathryn Stanton  
Signature

3/30/11  
Date



### Background

1. Please provide your educational and employment history. You may do so by attaching a résumé.  Resume Attached
2. Please affirm that you are or will be at least eighteen years old at the time of your appointment/election to the board.  I affirm.
3. Please affirm that you have read Article 56 of the New York State Education Law, and understand the relationship between a charter school and the authorized chartering entity as defined in that statute.  I affirm.
4. Please indicate how you became aware of the charter school and the opportunity to serve as a member of its board.

I first became aware of the charter school as a member of the planning team as part of the Democracy Prep Public Schools staff.

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

I would like to serve as a member of the Board to add value as an educator with experience in the charter sector on the programmatic and management experience.

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

I currently serve on the Boards of Democracy Prep Public Schools, the charter management organization, and Democracy Prep Harlem Charter School, a charter school that opened in 2010 in Central Harlem. My almost ten years in the charter sector will add experience to this founding Board.

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

This does not apply to me.  Yes.

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

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

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

This does not apply to me.  Yes.

If the answer to this question is yes, please provide an explanation.

### Conflict of Interest

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

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

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

Because I am employed by Democracy Prep Public Schools, I know the other Board members.

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

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

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

Because I worked as an applicant on the charter applications and at the CMO, I know the potential leaders.

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

No.  Yes.

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

I work at Democracy Prep Public Schools, the CMO that manages the school.

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

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

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

Yes – I am the Chief of Staff for Democracy Prep Public Schools, the proposed management company, in addition to serving as a board member. That said, I would recuse myself from any action that could be construed as a conflict of interest.

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

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

I / we have no such interest.  Yes.

I am the Chief of Staff for Democracy Prep Public Schools, the proposed management company, in addition to serving as a board member. That said, I would recuse myself from any action that could be construed as a conflict of interest.

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

being or will be conducted.

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

I / we do not anticipate conducting any such business.  Yes.

I am the Chief of Staff for Democracy Prep Public Schools, the proposed management company, in addition to serving as a board member. That said, I would recuse myself from any action that could be construed as a conflict of interest.

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

Please see questions 9-12.

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

None.  Yes.

Yes – because of my role at Democracy Prep Public Schools, there are potential conflicts of interest; in those instances, I will recuse myself from all discussion and votes.

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

If I thought a member of the board was not acting in the sole interest of the school, I would notify the board chair immediately. I would take whatever steps necessary to protect the interest of the school.

### **Educational Philosophy**

17. Please explain your understanding of the charter school's mission and/or philosophy.  
Democracy Prep is a no excuses college preparatory middle school with the explicit mission of preparing students for success in college and citizenship.

18. Please explain your understanding of the educational program of the charter school.  
DP applies accelerated state standard aligned program, with targeted and individualized instruction. Through a focus on data, teachers are able to push scholars to excel.

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

I believe that the Board's role is to ensure the charter school has proper oversight of management of operations, finance and academics, which requires predictable reporting on all areas of the school, and active involvement in the school community.

### **Other**

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

A public charter school board member should serve to offer advice, counsel and oversight to the school leader. A member of the Board should have a connection to the community in which the school operates and abiding commitment to the mission of the school.

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

I have read and understand the application, the by-laws and all proposed policies.

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

Kathryn Stanton

Bronx, NY

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**EDUCATION****George Washington University, June 2008**

M.A. in Educational Leadership

**Mount Holyoke College, May 2002**

B.A. in Philosophy, Religion

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**WORK HISTORY****Democracy Prep Public Schools***Chief of Staff (July 2010-present)*

Responsible for all internal and external communication, setting organization priorities, implementation of Founder's vision; Oversee all external affairs, including press, marketing, communications, philanthropy, recruitment and civic initiatives; leads all new schools development, including charter, review, board recruitment, and serve as the primary point of contact for authorizers.

**Democracy Prep Charter School***Director of External Affairs (2008-2010)*

Responsible for all fundraising, including foundation, corporation and individual philanthropy; grant and relationship management and special events; design and implement robust and data-driven development plan; ensure school's legal compliance, interfacing with federal, state and local officials; serve as the primary liaison with the Board of Trustees; manage and design all marketing materials and publications; serve as the spokesperson for the school with members of the press

*Director of Development (2007-2008)*

Responsible for the design and management of development effort, including marketing, solicitations, acknowledgements; sole grant writer; webmaster; responsible for monthly Board meetings and Board development; serve as a member of the School Leadership Committee; Lead advisor for cohort of 30 students; plan and manage all special events

**Harlem Day Charter School***Director of Student Affairs (2006-2007)*

Responsible for the design and management of the afterschool and summer programs, including planning, staffing and supervision of the programs; managed the placement efforts for our outgoing 5th graders, including assisting families and maintaining relationships with contacts at appropriate 6th grade programs; helped to set school tone through the organization of schoolwide events and the assembly program, as well as enforcing the Code of Conduct on a daily basis; responsible for the oversight and management of the school assistants; worked as a member of the administrative team, as well as serving as a member of the Student Support Team

*Program Coordinator (May 2004 – May 2006)*

Managed and coordinated Extended Day Program, including outside organization involvement, staffing, and accountability; Managed and coordinated all special events; managed and coordinated daily lunch and recess schedule; served as the primary contact between outsourced Accounting and Benefit Administration; worked as a member of the senior administrative team (including Head of School, Administrator, and Director of Business and Development) to manage disciplinary concerns, budgetary and future planning; Managed and coordinated the Summer Session

**The Women's City Club of New York***Administrative Coordinator (2003 – 2004)*

Primary contact for correspondence with public officials, press, and vendors; Managed database for development and membership; Coordinated all aspects of internal and public meetings; Produced newsletter and all other distributed material; Managed office technology, including maintaining website; Served as acting senior staff person

**The New York Metro Region Leadership Academy***Ethics Teacher (Summer 2002)*

Designed and taught a seven-week "Ethical Leadership," which focused on the meaning and role of an ethical leader, including issues such as affirmative action, bioethics, and the present and future of education; writing and speaking intensive, with position papers and weekly debates

*Administrative Assistant (2002 – 2003)*

Organized and facilitated IQ Testing for 300 potential students; interviewed prospective candidates; proctored entrance testing; was primary contact for all correspondence; managed all office matters; managed full talent search, preparatory, and post-preparatory database; collaborated with Development Office in data collection and analysis; organized and facilitated transportation of all students in the Summer and School-year Terms; Served as a dorm leader for a 7 week residential program; planned extracurricular programs; regularly acted as a substitute teacher for all subject areas; coached and advised after-school activities

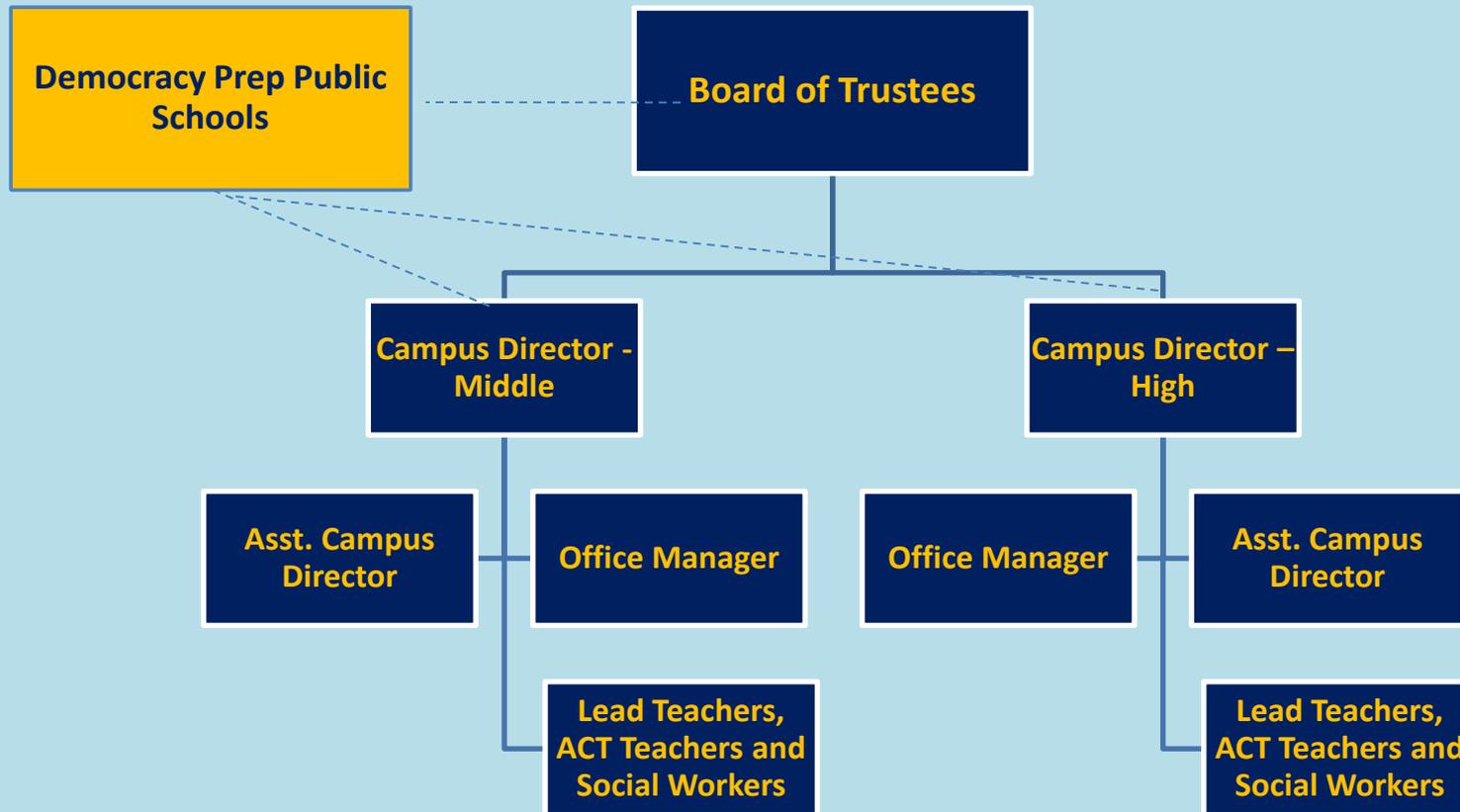
**Prep for Prep***Special Assistant for the Summer Session (Summers 1999-2001)*

Was responsible for continuing a working relationships for service providers for 15 students daily, which included budgetary & geographical concerns; was one of the key facilitators of a four day trip to a Connecticut boarding school for over 150 students, including scheduling and rooming issues; worked closely with Executive Staff, including the Executive Director and Founder; worked one on one with children who were having difficulties, from academic concerns to time management issues

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**MEMBERSHIPS AND SKILLS**

Women's City Club of New York, Democracy Builders (Board Chair), Young Alumni Network (George Washington University), Women in Development (New York Chapter), Young Alumnae of New York (Mount Holyoke College), Latin (Fluent), French (Intermediate), HTML, Quark Xpress, In Design, Blackbaud Suite, Photography



## **Key Position Descriptions**

*Note: All employees of Democracy Prep VI and all Democracy Prep Public Schools will be subject to background checks and child abuse registry searches in accordance with the law.*

### **Campus Director**

#### *Overview*

The Campus Directors of Democracy Prep VI shall serve as the instructional leader appointed by and directly accountable to the Board of Trustees. The Campus Directors will oversee Democracy Prep campuses (Middle and High) and serve as the educational leaders, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school.

Achieving academic excellence requires that the Campus Directors work collaboratively to direct all members of the school staff and to communicate effectively with parents. The Campus Director will be responsible for all hiring, with guidance from his/her team and with the support of Democracy Prep Public Schools. The Campus Director will have a significant support system from Democracy Prep Public Schools, as outlined in section II. C. 1.

#### *Responsibilities*

- Establish and promote high standards and expectations for all students and staff for academic performance and responsibility for behavior.
- Manage, evaluate, and supervise effective and clear procedures for the operation and functioning of the school consistent with the philosophy, mission, values and goals of the school including instructional programs, extracurricular activities, and discipline systems.
- Establish the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.
- Supervise the instructional programs of the school, evaluating lesson plans and observing classes (teaching, as duties allow) on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development.
- Supervise in a fair and consistent manner effective discipline and attendance systems with high standards, consistent with the philosophy, values, and mission of the school. Ensure a safe, orderly environment that encourages students to take responsibility for behavior and creates high morale among staff and students.
- Keep the staff informed and seek ideas for the improvement of the school. Conduct meetings, as necessary, for the proper functioning of the school: weekly meetings for full-time staff; monthly staff meetings.
- Use excellent written and oral English skills when communicating with students, parents and teachers.
- Support teachers in the analysis and use of data to drive instruction
- Hire, retain, and dismiss teachers for Reading, Writing, Math Science, Social Science, and Electives

#### *Required Core Competencies*

- Have a clear track record of raising student achievement in an urban classroom for at least two years.
- Strong leadership skills and the proven ability to manage and motivate people.
- Relentless commitment to preparing every student for college.

*Educational Background and Work Experience Required*

- Masters degree in education or other advanced degree preferred
- 3-5+ years of experience in managing and leading in a high performing organization

**Assistant Campus Director**

The Assistant Campus Director will help oversee a Democracy Prep campus and serve as the educational leader, responsible for managing the policies, regulations, and procedures to ensure that all students are supervised in a safe learning environment that meets the approved curricula and mission of the school. The Assistant Campus Director is also considered a residency for future Campus Directors of new Democracy Prep schools.

Responsibilities include providing high-level assistance to the Campus Director, core competencies are identical to that of Campus Director, and background must include at least 2 years of experience managing and leading in a high-performing organization.

**Office Manager***Overview*

Office managers at Democracy Prep are responsible for student records, parent communication, office management, and general smooth functioning of day to day school operation. In addition to the many responsibilities listed below, the Office Manager is the first person visitors encounter upon entering the school.

*Responsibilities*Student Records

- Ensure daily student attendance and other required data is recorded in student information systems.
- Administer, collect and maintain student records for all students, including immunization records, lunch applications, home language surveys, emergency contact forms, field trip forms and press release form.

Parent Communication

- Interface with students and families on a regular basis in both Spanish and English.
- Call all late/absent students each morning.
- Coordinate communications/notices home to parents in both Spanish and English.
- Assist with student recruitment and open houses for parents.

Office Management

- Answer phones and e-mails.
- Coordinate ordering office supplies/paper/toner.
- Sort/deliver mail, opening when appropriate.
- Ensure office is clean, organized, and welcoming to parents, staff, visitors, and students.

School Operations

- Runs timely transitions through PA system, including reminding teachers of hallway posts
- Maintains school databases & data including DREAM DOLLAR daily updates, attendance, ATS, up to date and accurate demographic information (addresses, phone numbers), one-calls and follow-up calls, homework calls and data.
- Coordinate/supervise breakfast, lunch, and snack ordering and distribution.
- Reviews data and nominates students for HW Club placement
- Order, maintain inventory, and process student requests for uniforms.

- Work with school vendors and assist with facilities management as needed.
- Assist with operational planning and execution of Regents testing, field trips and school events.
- Generates daily HW Club and detention lists and distributes to advisors
- Collects, creates and maintains tutoring schedule & tutoring logs

#### *Required Core Competencies*

- Understanding and belief in the Democracy Prep mission and core values.
- Outstanding organizational skills and high attention to detail.
- Outstanding written and oral communication skills in both English and Spanish.
- Extreme flexibility, with a strong work ethic and an entrepreneurial spirit to accommodate high level of responsibility and multiple priorities.
- Articulate, professional demeanor with strong self-confidence and initiative.
- Strong computer skills, including high level of proficiency in Microsoft Office, strongly preferred.

#### *Educational Background and Work Experience*

- Bachelor's degree required
- Two years related work experience

### **Lead Teachers (English, Math, Science, Social Studies, Language and Elective)**

#### *Overview*

The Lead Teachers at Democracy Prep are responsible for teaching math, science, English and Social Studies. Co-curricular faculty will be responsible for ensuring that consistent and high quality of instruction and classroom management is upheld in the non-core courses across the school. The faculty reports to the school leader and will be held accountable for the academic improvement of their students.

Democracy Prep Teachers are results-driven educators with experience in, and commitment to, standards-based curriculum and the use of data and assessments to drive instructional decisions. They have demonstrated quantifiable and objective student performance gains that surpass local averages and are proven managers of urban classrooms who have used discipline, structure, appropriate incentives, and high expectations to achieve measurable academic and civic success.

All teachers use self-designed curricula to ensure students master basic skills, develop the critical thinking skills necessary for success in each class, and cultivate a passion for life-long learning. Teachers are given autonomy in exchange for clearly articulated accountability for the performance and growth of all students; to foster professional growth, teachers are provided with constant professional development and coaching. Finally, Democracy Prep Teachers are committed to getting the job done well, no matter what the obstacles or how long it takes.

#### *Responsibilities*

##### Teaching

- Assume personal responsibility for the academic progress of all students
- Implement a coherent, research-based curriculum
- Teach at least four core subject blocks every day
- Lead a shared Advisory group each day
- Document all syllabi, lesson plans, assignments, rubrics, and other instructional materials and methods

- Use consistent school-wide practices and a variety of individualized methods to engage students in the classroom

#### Classroom Management

- Create, monitor and sustain a disciplined school culture of high academic and behavioral standards
- Provide structure in the classroom by developing and reinforcing school-wide rules and expectations
- Ensure smooth operation of all classroom instructional functions without excuses or exceptions

#### Data Analysis

- Develop and use a variety of assessment data to refine curricula and instructional practice
- Evaluate academic achievement through detailed data analysis of student performance on a wide variety of metrics

#### Student Support & School Culture

- Communicate effectively and maintain strong relationships with students, families and colleagues

#### *Required Core Competencies*

- Results-driven educator with experience in, and commitment to, standards-based curriculum and the use of data and assessments to drive instructional decisions
- Outstanding classroom teacher who has demonstrated quantifiable and objective student performance gains that surpass local averages
- Manager of an urban classroom who has used discipline, structure, appropriate incentives, and high expectations to achieve measurable academic and civic success
- Desire to be held accountable for student academic growth and academic results
- Proven ability to work collaboratively and flexibly with a diverse team of teachers
- Analytical problem-solver and solutions-oriented strategic thinker who overcomes difficult challenges
- Technological proficiency with a basic understanding of data analysis
- Professional demeanor, strong work-ethic, detail-driven work style with excellent organizational skills
- Ambitious nature interested in growing as an educator and reaching high standards professionally
- Committed to getting the job done well, no matter what the obstacles or how long it takes
- Passionately dedicated to Democracy Prep’s mission and a steadfast belief that all students deserve preparation for the college of their choice and active citizenship

#### *Educational Background and Work Experience*

- Bachelor’s degree required; advanced degree preferred
- At least two years of urban teaching experience preferred
- Certification in subject area preferred

### **Academic Collaboration Team (Special Education, ELL) and Social Workers**

#### *Overview*

Special education teachers will provide small group, one on one, targeted instruction for special needs students. These teachers work in and out of the classroom (push-in, pull-out) with students the instructional staff identify as having additional needs, including those but not limited to those with

Individualized Education Plans or those classified as English Language Learners. Social workers are certified professionals who will receive extensive support from the CMO Special Services Coordinator to provide crucial services, including counseling and referral services, to the student population. Social Workers will work closely with students and families to improve the minds and lives of students in and out of the classroom. All ACT Team Members will be either certified or pursuing their special education, ELL certification, and/or social work. Core c

Core competencies and background required of ACT Teachers are similar to that of teachers.

Requirements for Social Worker are below.

*Responsibilities*

- Provide crisis intervention and behavior management to expedite students' return to classrooms for learning and to build students' ability to meet the school's high expectations;
- Provide one-on-one counseling or group counseling as needed to students and families;
- Coordinate school meetings with families;
- Train others to identify students and family members who may benefit from regular one-on-one counseling or group counseling;
- Develop and implement curriculum for social and emotional development/intervention with students.
- Manage administrative and appropriate direct-service elements of the referral process for social services and special education services

*Required Core Competencies include*

- Absolute commitment to the mission of Democracy Prep.
- Excellent interpersonal and communication skills, with demonstrated ability to speak and write clearly and persuasively.
- Excellent organization, time management, and follow-up skills.

*Educational Background and Work Experience*

- A master's degree in social work from a competitive college or university is required.
- 2+ years of social work experience preferred.

### **CMO Background Information**

Democracy Prep Public Schools (currently: “Democracy Builders,” name change pending IRS approval. Referred from here on as “Democracy Prep” or “DPPS”) is a network of open-enrollment, high-performing public charter schools currently operating in New York and Rhode Island. A pioneer in the practice of integrating authentic civic education for all students while achieving remarkable academic growth for all students, Democracy Prep’s mission is to prepare responsible citizen-scholars for success in the college of their choice and a life of active citizenship. The motto of Democracy Prep encapsulates the vision for all schools, staff, students, and alumni alike: *“Work Hard. Go to College. Change the World!”*

Schools in the Democracy Prep network provide an exceptional alternative for students and families otherwise zoned for traditional public schools that do not meet their needs. Building on the proven best-practices of its flagship schools, Democracy Prep Charter School (DPCS, Harlem, NY), DPPS schools embody and refine a “no-excuses” approach that drives life-changing academic gains for students from Kindergarten through college graduation.

#### **Our Approach**

The Democracy Prep model is built on the best practices of high-performing, “no excuses” charter networks nationwide, including KIPP, Achievement First, Uncommon Schools, and YES Prep. These networks have proven—for more than 20 years—that demographics do not determine destiny and that low-income students can be successful in the college of their choice.

Standing on the shoulders of these giants, Democracy Prep enhances this “no excuses” model by adding three additional unique program elements.

#### **The “No Excuses” Model**

- *More time to learn*

All Democracy Prep scholars attend academic classes for at least eight hours each day for at least 190 days each year and offer additional summer and Saturday academies for extra support. For scholars who attend Democracy Prep from kindergarten through graduation, this means our scholars receive *over a decade more educational time* than do students in the average traditional public school.

- *Rigorous, college-preparatory academics*

All scholars study two hours of math, three hours of literacy, one hour of science, and one hour of social studies every day as well as required art, theater, music, health, and fitness courses. In our high schools, college preparatory programs in Korean language, debate, a cappella music, and AP courses are offered to all students.

- *Data driven decision-making*

Democracy Prep utilizes a sophisticated feedback loop of frequent data collection and analysis including a network-wide dashboard tool, interim assessments, and comparative academic measures to drive effective instruction and decision-making.

- *Structured and supportive school culture*

All Democracy Prep staff and students live by the “DREAM” values of Discipline, Respect, Enthusiasm, Accountability and Maturity. DREAM values guide classroom behavior and professional culture, and are reinforced through a variety of earned enrichment opportunities and positive incentives, such as field

trips, dining out, and special privileges.

- *Exemplary talent*

We are committed to attracting, developing, and retaining exceptional adults to work in and for its schools. Democracy Prep staff members undergo extensive performance review, receive weekly professional development during the school year and three weeks of intensive professional development in the summer, and are guided by explicit career ladders and opportunities for growth.

### **Enhancing the “No Excuses” Model**

In order to be a proof point for what public schooling should and can be nationwide, Democracy Prep does three things that set it apart from other high-performing charter networks.

- *Authentic Civic Engagement*

Much has been said about the achievement gap, which Democracy Prep strives to reverse every day. Very little, however, is said about the “civic achievement gap.” National testing, academic studies and political polling show that civic engagement, as measured by voter registration rates, voting records, political contribution records, and civic volunteering rates, that low-income, African-American and Latino students and adults are far less active participants in our democracy.

We believe that public schools should place an explicit focus on preparing scholars to become active citizens and leaders in our democracy. Through civic initiatives, community engagement, mandatory speech and debate, as well as authentic student and family advocacy for more excellent schools, our scholars acquire the knowledge, skills, and attitude to change the world.

During our 2010 “I Can’t Vote but You Can!” Campaign, scholars in both New York and Rhode Island reminded an estimated 9,000 citizens to go vote. Our scholars are the youngest in history to testify in front of the state legislatures in both New York and Rhode Island—a first grader’s testimony was entitled: “Why all students should have a school like mine.”

- *A Commitment to Educating All Students in All Subjects*

We actively recruit students who are least well-served by traditional public schools as well as other high-performing charter operators, including English Language Learners and special education students. Special education and English Language Learners are provided the same transformational education and support that all students are provided with, including all elective offerings. After attending the NYC public schools from grades K-12 with a learning disability, Seth Andrew is nationally recognized advocate for inclusive special-education.

In addition, just like a traditional public school and unlike many charters, we welcome new scholars at all grade-levels at the beginning of each year, which ensures that a constant stream of students previously left behind by low expectations embark on the path to college and civic success, each year, at Democracy Prep.

- *Running Schools Exclusively on Public Funds*

Democracy Prep funds all of this at all of its schools solely with the public funds we receive from the city, state, and federal government. Failing districts often use resources in a manner that runs counter to the evidence on what practices improve the effectiveness of teaching and learning in the classroom.

Budgeting from the bottom up, Democracy Prep efficiently spends money as close to the student as

possible; spending the most on the great teachers and much less on its comparatively lean administration.

All campuses employ an evidence-based design that incorporates extended learning time, rigorous college-prep academics, ongoing use of assessment data to inform meaningful instruction, consistent cultural and academic expectations, and selective faculty recruitment with excellent professional development.

### **Track Record of Success**

Democracy Prep has established a reputation for instructional effectiveness and produced breakthrough academic results. These results are striking given Democracy Prep's unique commitment to serving *every* student regardless of how far behind they start academically and to low levels of negative student attrition. The 2010 New York City Chancellor's Progress Report (CPR) ranks Democracy Prep as the single highest performing public middle school (out of 528) and the single highest performing charter school (out of 67) in the entire City of New York. Indeed, DPCS has had the highest CPR score in Central Harlem every year since it opened and is one of the few schools citywide to maintain consistent "A" grades measuring: academic progress, absolute performance, attendance, and student/family/staff satisfaction.

Early success has brought Democracy Prep to a critical juncture in its growth. With unprecedented parent demand for its model—Democracy Prep recently underwent a strategic planning process responding to the question: *what growth-trajectory will best enable Democracy Prep to increase the number of students it serves while simultaneously improving academic, operational, and civic results?* Democracy Prep will focus on Harlem, a market where low academic achievement persists despite high per-pupil funding. Its schools will provide a genuine choice for families and demonstrate superior achievement while working to leverage its success to improve outcomes for all students in the region.

### **Organizational Chart**

See Attachment 17 – Optional Network Plan.

**Schools Managed by CMO in New York**

**Democracy Prep Charter School – Middle (Founded 2006)**

- Grades served [Currently, At capacity]: 6-8, 6-8.
- Addresses:
  - 8<sup>th</sup> Grade: 207 W 133<sup>rd</sup> Street, New York, NY 10030
  - 6<sup>th</sup> and 7<sup>th</sup> Grades: 2230 Fifth Avenue, New York, NY 10037
- Contact information:
  - Phone: 212-281-1248
  - Fax: 212-283-4202

**Democracy Prep Charter School – High (Opened 2009)**

- Grades served [Currently, At capacity]: 9-10, 9-12.
- Address: 207 W 133<sup>rd</sup> Street, New York, NY 10030
- Contact information:
  - Phone: 212-281-1248
  - Fax: 212-283-4202

**Democracy Prep Harlem – Middle (Founded 2010)**

- Grades served [Currently, At capacity]: 6, 6-8.
- Address: 222 W 134<sup>th</sup> Street, New York, NY 10030
- Contact information:
  - Phone: 212-281-3061
  - Fax: 212-281-3064

**Democracy Prep III – Middle (Founded 2010)**

- Grades served [Currently, At capacity]: Opening with 6th Grade in Summer 2011, 6-8.
- Address: Pending siting at PS154 (250 W 127<sup>th</sup> Street, New York, NY 10030)
- Contact information:
  - Phone: 212-281-1248
  - Fax: 212-283-4202

**Harlem Prep Charter School – Turnaround of Harlem Day Charter School (Founded 2011)**

- Grades served [Currently, At capacity]: Opening Summer 2011 with K-5, K-5.
- Address: 240 E 123<sup>rd</sup> Street, New York, NY 10035
- Contact information:
  - Phone: 212-281-1248
  - Fax: 212-283-4202

### **Academic Performance Data from Schools Managed by CMO**

Democracy Prep Public Schools currently operates 3 schools in New York and founded two schools in Rhode Island, one of which it operated for one year. Three of those schools are old enough to have academic data which is discussed in turn: 1) Democracy Prep Charter School – Middle (2006), 2) Democracy Prep Blackstone Valley – Elementary (2009), and 3) Democracy Prep Charter School – High (2009).

#### **Democracy Prep Charter School – Middle (DPCS)<sup>1</sup>**

DPCS students are at high risk for academic failure. More than 80% are eligible for free or reduced lunch and 100% are African-American or Latino.<sup>2</sup> Because of DPCS' unique focus on special education, at least 23% enter the school with identified special needs each year and 12% enter as English Language learners (ELL), levels that exceed the sending district every year.<sup>3</sup> When students enter DPCS in 6<sup>th</sup> grade they are on average at a 3<sup>rd</sup> grade level in ELA and math<sup>4</sup>. New DPCS students test below the average for 6<sup>th</sup> graders in CSD5.<sup>5</sup> Fully 91% of Democracy Prep's sixth graders entered below grade level as assessed by the Stanford 10.<sup>6</sup>

Despite these challenges, DPCS has been a top performing school since its founding. Each year, with few exceptions, it has seen increases in test scores in both subjects for all students and has outperformed the sending district every year. After just two years it was ranked #1 in Central Harlem, after three, it was ranked #1 in all of Harlem, and is now ranked #1 in all of New York City by the Chancellor of the City of New York. DPCS's Chancellor's Progress Report is included at the end of this discussion.

As you know, NYSED recently raised the bar for students to be deemed "proficient" across the state. As a school we applaud NYSED for taking this bold move to create college-prep standards for all NYS students.

NYSED did this by raising the number grade a student has to get—often referred to as a "cut score" in order to obtain a grade of 3 or 4, which are labeled proficient and advanced, respectively. The following figures illustrate how this change has impacted DPCS' "proficiency" levels over time.

Figure 1 shows what DPCS' proficiency levels would have been if there was no change in cut score. Figure 2 shows what DPCS' "proficiency" levels are, given the change to the 2010 cut score.

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<sup>1</sup> For all Figures and Tables in this section, unless otherwise noted, the data was obtained through NYSED's New York State Testing and Accountability Reporting Tool. Accessible: [www.nySTART.gov](http://www.nySTART.gov)

<sup>2</sup> As reported by NYC-DOE's ATS & ARIS system.

<sup>3</sup> As reported by NYC-DOE's ATS & ARIS system.

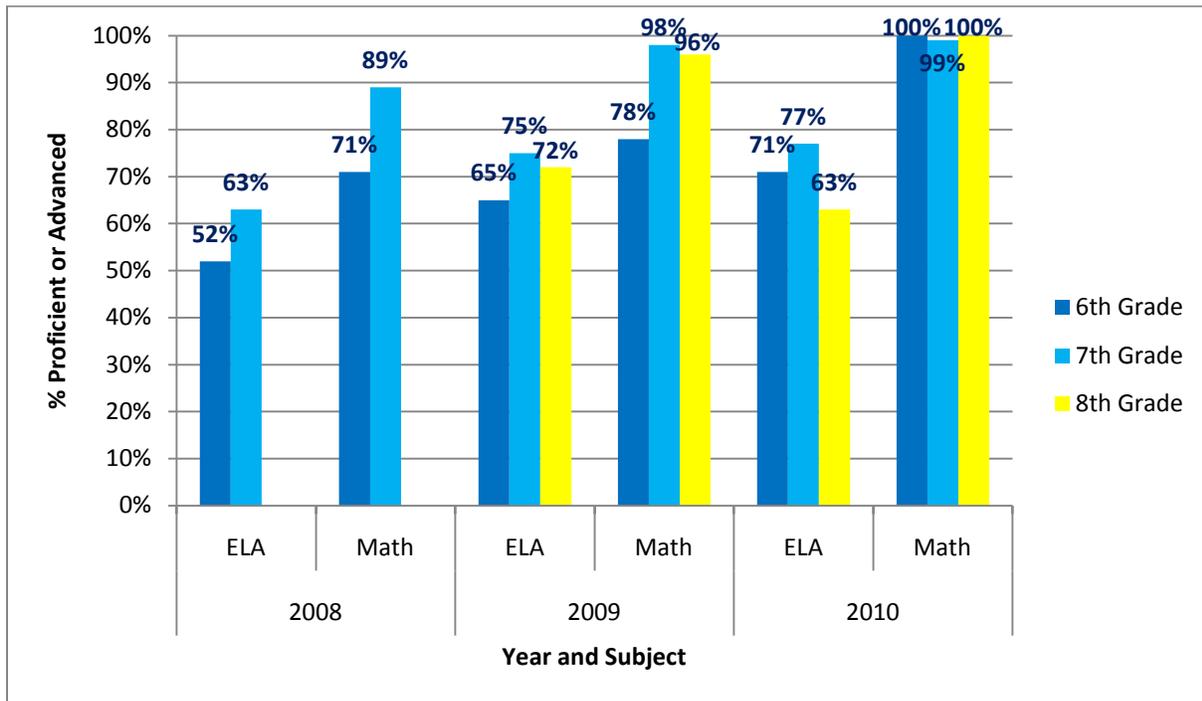
<sup>4</sup> As reported by NYC-DOE's ATS & ARIS system.

<sup>5</sup> District Performance Reports on State ELA/Math. Accessible:

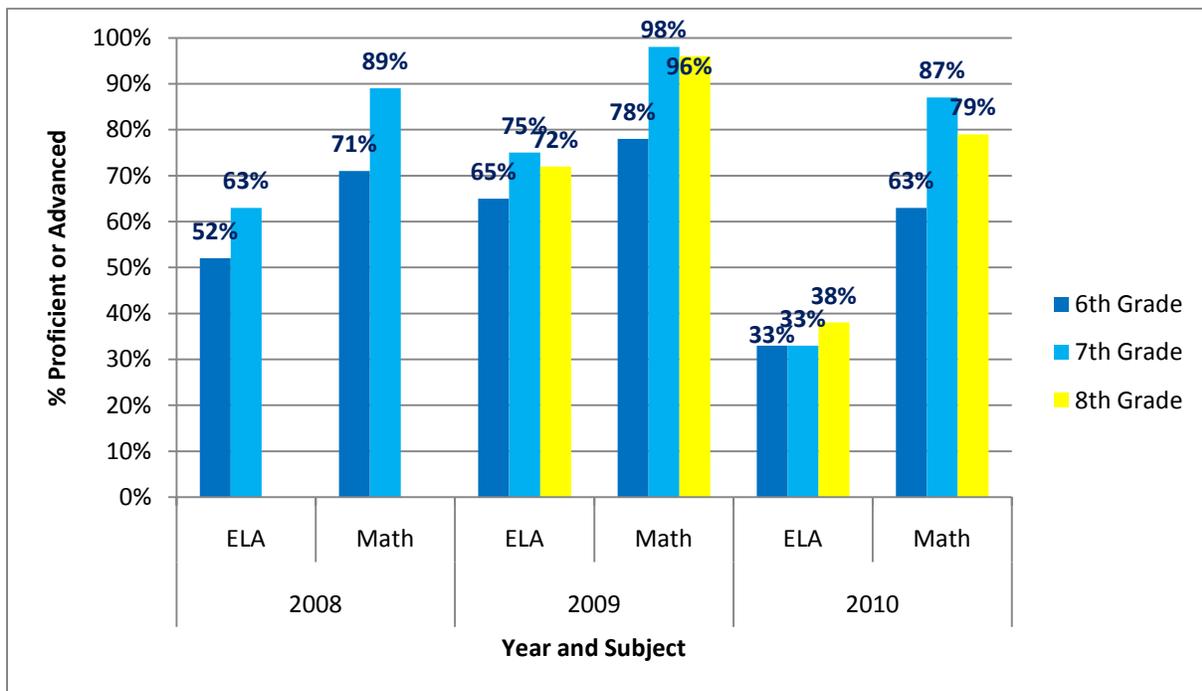
<http://schools.nyc.gov/Accountability/default.htm>

<sup>6</sup> The Stanford 10 (SAT10) is a nationally-normed assessment intended to inform classroom instruction by helping teachers to know a students' level of achievement.

**Figure 1: DPCS, 2008-10: % Proficient Based on Pre-2010 Standard, All Grades**



**Figure 2: DPCS, 2008-10: % Proficient based on New 2010 Standard, All Grades**



The following table shows how the new standard has impacted proficiency levels in 2010 alone:

*Table 1: 2010 NYS Test Results: Democracy Prep Charter School*

*Old standard of proficiency*

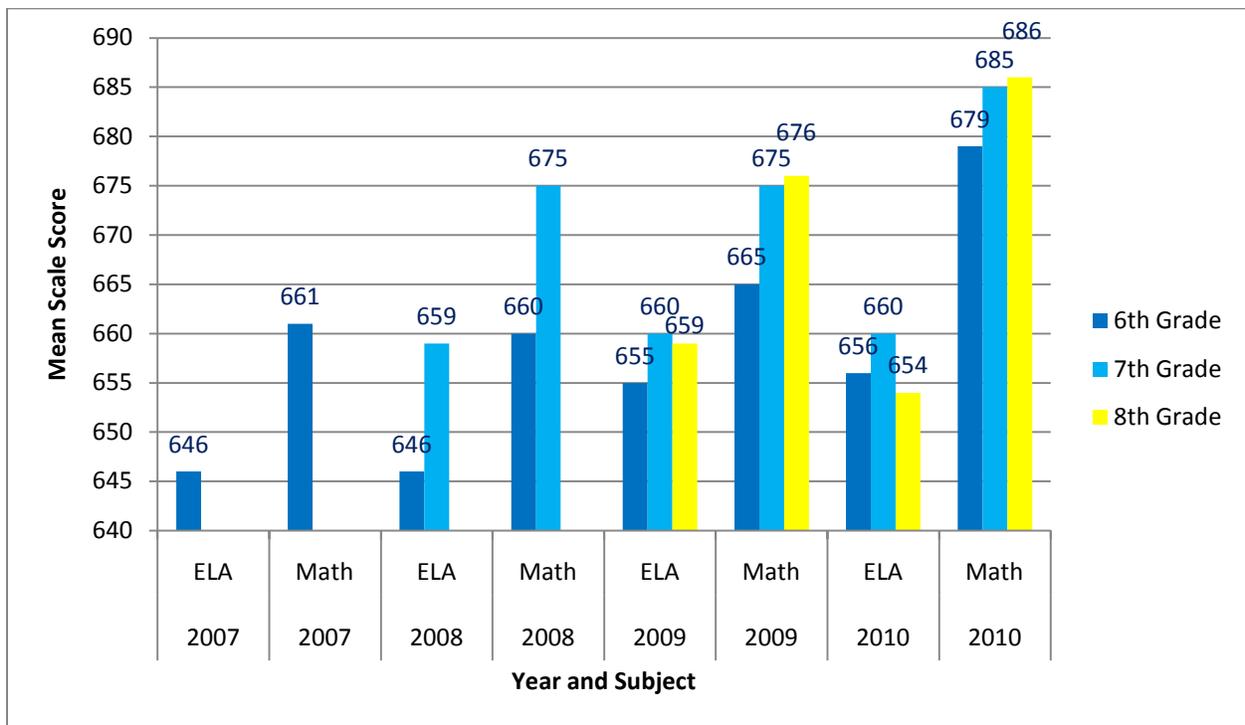
2010	ELA	71%	77%	63%
	Math	100%	99%	100%

*New standard of proficiency*

2010	ELA	33%	33%	38%
	Math	63%	87%	79%

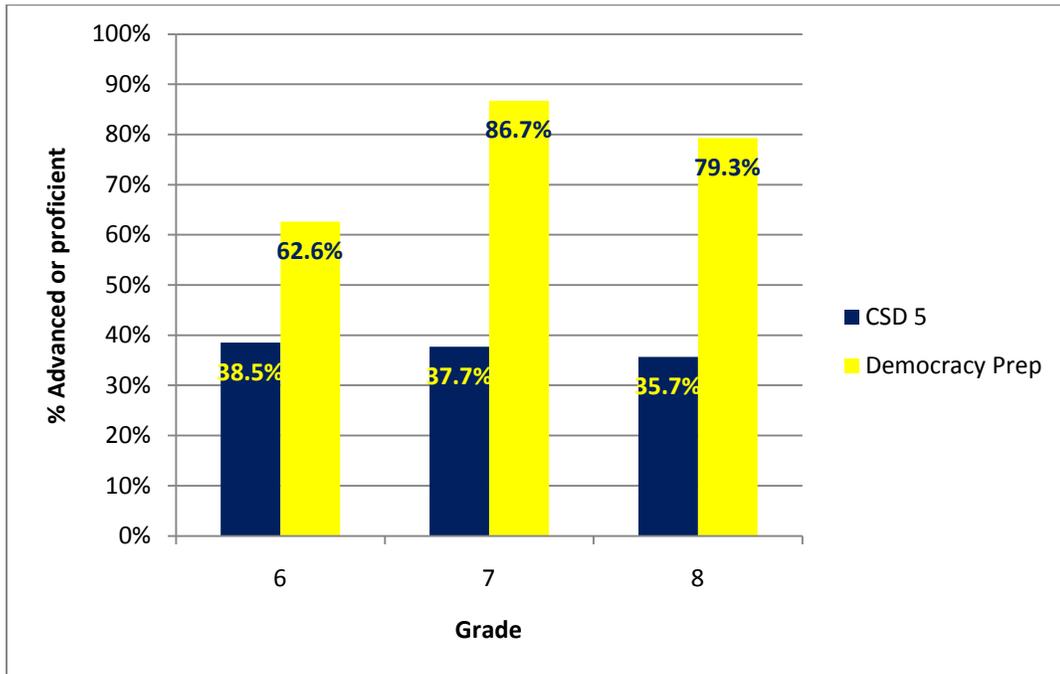
Because of the change it is difficult to compare proficiency levels over time. However since the absolute scoring system has not changed, one can compare mean absolute (or scale) scores over time. Figure 3 shows just that:

**Figure 3: DPCS, 2007-10: Mean Scale Scores, All Grades**

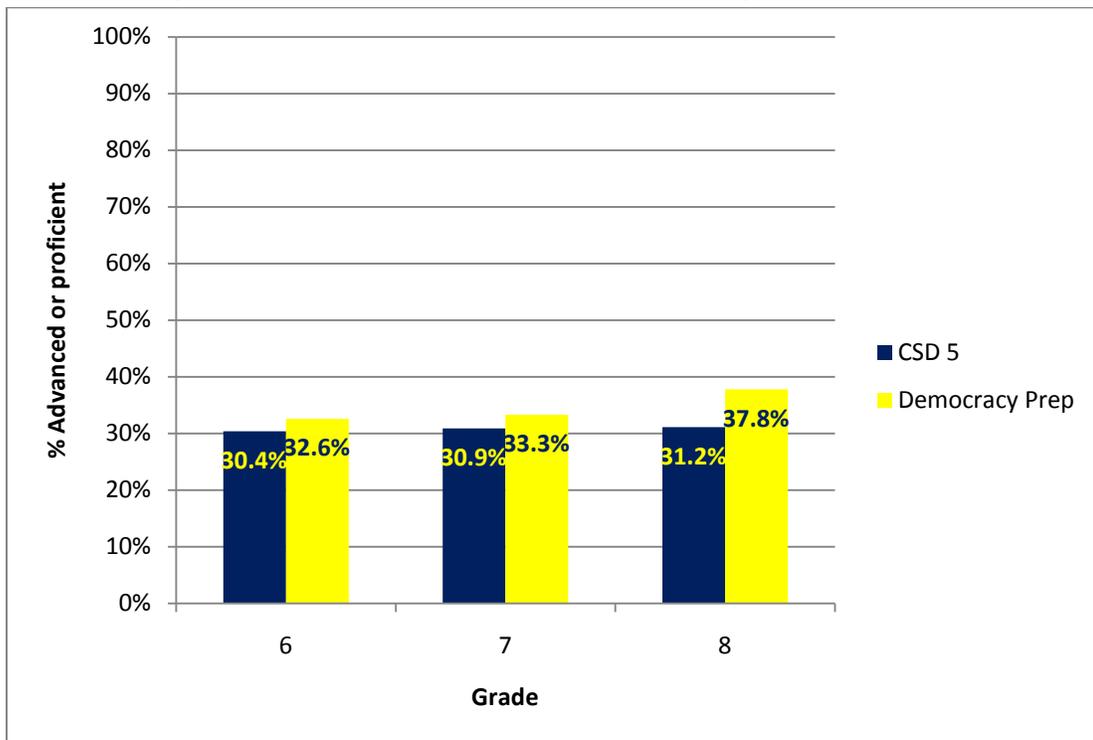


These three figures all send the same message. Democracy Prep continues to excel in math and has shown increases in math scores each year. ELA performance remains a challenge area for Democracy Prep, and the data shows scores staying roughly the same on average from 2009 to 2010, with improvements in two grades and a slight slip in the 8<sup>th</sup> grade. Regardless of this, Democracy Prep continues to outperform its sending district in both subjects, even by 2010’s higher standards. This can be seen in Figures 4 and 5.

**Figure 4: 2010 NYS Math Exam: DPCS v. Community School District 5**

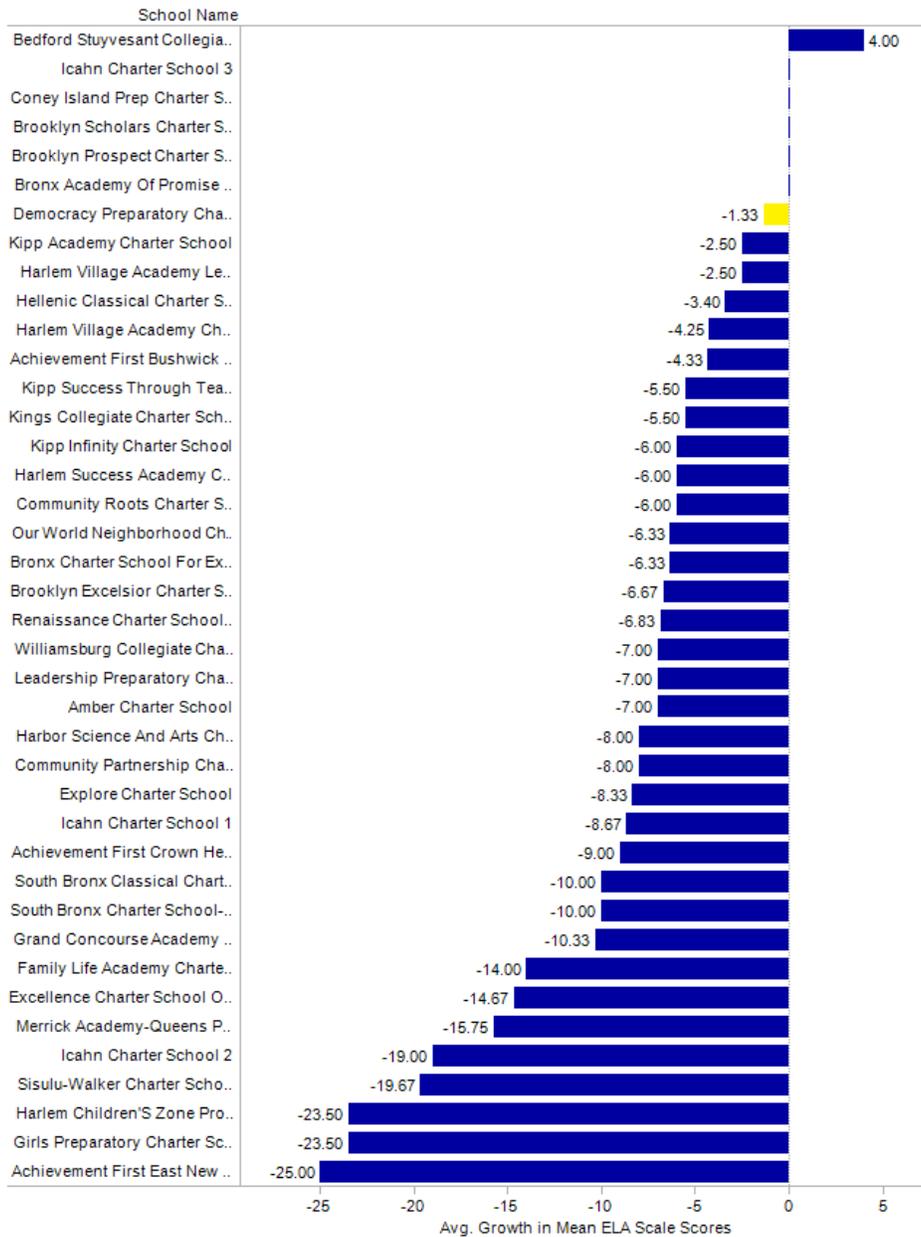


**Figure 5: 2010 NYS ELA Exam: DPCS v. Community School District 5**



Furthermore, the dip in absolute ELA scores was a citywide phenomenon. It is important to note that Democracy Prep Charter School’s dip was the smallest in the City of New York among high performing charter schools. This can be seen in **Figure 6:**<sup>7</sup>

Average Progress on NYS ELA Tests from 2009 to 2010 (Mean Scale Scores, All Grades):  
DPCS vs. Other High-Performing\* NYC Charter Schools



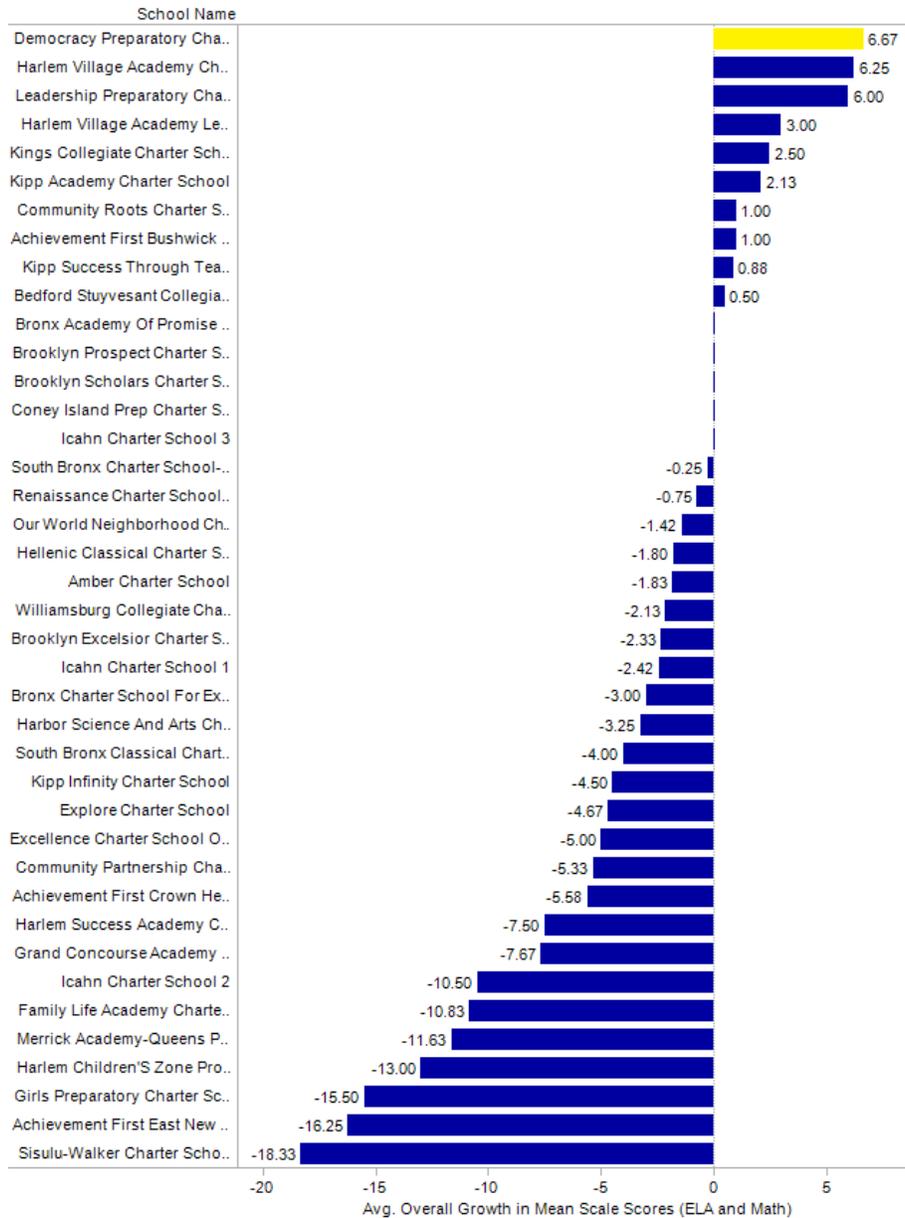
\*"High-performing" schools are defined here as schools where over 50% of students were labeled proficient or advanced (3 or 4) on the 2010 NYS tests.



<sup>7</sup> Figures 6 and 7 were created using the data set assembled by Kim Gittleson of Gothamschools.com from the data publicly available at [www.NYSED.gov](http://www.NYSED.gov)

If you look at overall growth, that is, math and ELA together, Democracy Prep is #1 in the city among high performing charter schools. This can be seen in **Figure 7**:

Average Overall Progress on NYS Tests from 2009 to 2010 (ELA and Math Mean Scale Scores, All Grades): DPCS vs. Other High-Performing\* NYC Charter Schools



\*"High-performing" schools are defined here as schools where over 50% of students were labeled proficient or advanced (3 or 4) on the 2010 NYS tests.



Finally, Democracy Prep Charter School – Middle received an A grade on the recently published 2010 Chancellor’s Progress Report. The report ranks Democracy Prep Charter School – Middle #1 in the whole city, indicating that “The school did better than 100% of all Middle schools citywide.” The report is included as the next two pages.

**NYC** Department of Education **Progress Report** 2009-10 **MIDDLE**

Progress Report Grade

**A**

**What does this grade mean?**

Schools are assigned letter grades based on their overall Progress Report score. Monetary bonuses may be given to principals and teachers at high-scoring schools. Schools that get Ds and Fs, or 3 Cs in a row, may face consequences, including change in school leadership or school closure.

**How did this school perform?**

- This school's overall score for 2009-10 is 88.9
- This school did better than 100% of all Middle schools citywide.

**This Progress Report is for:**

SCHOOL	Democracy Prep Charter School (84M350)
SCHOOL LEADER	Seth Andrew
ENROLLMENT	328
SCHOOL TYPE	MIDDLE
PEER INDEX	2.71

Category	Calculated Score	Category Grade
<b>School Environment</b>	14.3 out of 15	<b>A</b>
<b>Student Performance</b>	13.5 out of 25	<b>B</b>
<b>Student Progress</b>	55.8 out of 60	<b>A</b>
<b>Additional Credit</b>	5.3 (15 max)	
<b>Overall Score</b>	88.9 out of 100	<b>A</b>

**How scores translate to grades:**

- Schools receive letter grades based on their overall score.
- Schools with an overall score of 62.1 or higher receive a letter grade of A
- 25.1% of schools earned an A in 2009-10

**Middle Table – Overall Grades**

Grade	Score range	City summary
A	62.1 or higher	25.1% of schools
B	42.6 - 62.0	35.1% of schools
C	30.6 - 42.5	34.2% of schools
D	18.5 - 30.5	5% of schools
F	18.4 or lower	0.8% of schools

In light of changes in State tests and Progress Report methodology, schools cannot drop more than two letter grades from last year to this year. Further, schools with top quartile performance in ELA and Math cannot receive a grade lower than C.

**In This Report:**

Each school's Progress Report (1) measures student year-to-year progress, (2) compares the school to peer schools and (3) rewards success in moving all children forward, especially children with the greatest needs. The Progress Report measures four areas:

**School Environment**

uses parent, teacher and secondary student surveys and other data to measure necessary conditions for learning: attendance, academic expectations, communication, engagement and safety and respect.

**Student Performance**

measures student skill levels in English Language Arts and Math.

**Student Progress**

measures median student improvement from last year to this year in English Language Arts and Math.

**Closing the Achievement Gap**

gives schools additional credit for exemplary gains among high-need students.

The second page provides specific information about how

**Quality Review Score**

This school has not received a Quality Review.

**State Accountability Status**

Based on its performance, this school's State accountability status is

**In Good Standing (2009-10)**

This status is determined by the New York State Department of Education under the No Child Left Behind (NCLB) Act. It is separate from the school's Progress Report Grade.

**Additional Information**

**Closing the Achievement Gap**

Schools earn additional credit when their high-need students make exemplary gains. These gains are based on the percentage of high-need students who are in the 75th growth percentile or higher in English Language Arts or Math. Schools can also earn additional credit when their students with disabilities meet the goal of proficiency in English Language Arts or Math.

This component can only improve a school's Progress Report score. It cannot lower a school's score.

Credit	Exemplary Proficiency Gains	Student Group
<b>Percent at Proficiency</b>		
-	-	Self-Contained (ELA)
-	-	CTT (ELA)
-	-	SETSS (ELA)
-	-	Self-Contained (Math)
-	-	CTT (Math)
-	-	SETSS (Math)
<b>Percent at 75th Growth Percentile or Higher</b>		
	50.0%	English Language Learners (ELA)
+0.75	57.9%	Lowest Third Citywide (ELA)
	38.1%	Self-Contained/CTT/SETSS (ELA)
+1.5	77.8%	English Language Learners (Math)
+1.5	84.3%	Lowest Third Citywide (Math)
+1.5	80.0%	Self-Contained/CTT/SETSS (Math)

(-) indicates less than 15 students in this category

**Peer Schools**

Each school's performance is compared to the performance of schools in its peer group. Peer schools are those New York City public schools with a student population most like this school's population. Each school has up to 40 peer schools.

For Elementary and K-8 Schools, peer schools are determined based on the percentage of students at each school that are English Language Learners, students with disabilities, Black/Hispanic students and Title I eligible students. For Middle Schools, peer schools are determined based on the average ELA and Math proficiency levels of the school's students before they entered Middle School, and the school's percentage of students with disabilities.

The peer schools for Democracy Prep Charter School are:

DBN	School Name	DBN	School Name
10X243	West Bronx Academy for the Future	16K383	Frederick Douglass Academy IV Secondary School
32K349	I.S. 349 Math, Science & Tech.	17K531	School for Human Rights, The
06X448	SOUNDVIEW ACADEMY FOR CULTURE AND SCHOLARSHIP	1.S. 061	William A Morris
18K292	J.H.S. 292 Margaret S. Douglas	13K592	Khalil Gibran International Academy
12X316	Kappa III	01M345	Collaborative Academy of Science, Technology, & Language-
06K131	J.H.S. 131 Albert Einstein	11X180	M.S. 180 Dr. Daniel Hale Williams
30C204	I.S. 204 Oliver W. Holmes	11X270	Academy for Scholarship and Entrepreneurship: A College Bc
06X378	Antonia Pantaja Preparatory Academy, A College Board Sc	84M336	Kipp Infinity Charter School
11X272	Globe School for Environmental Research	11X127	J.H.S. 127 The Castle Hill
32K298	J.H.S. 298 The Halsey School	18K302	J.H.S. 302 Rafael Curdero
06X371	Urban Institute of Mathematics	28Q072	Catherine & Count Basie Middle School 72
12X242	Met Hall V	24Q077	I.S. 077
11X496	PELHAM ACADEMY OF ACADEMICS AND COMMUNITY	00X327	Comprehensive Model School Project M.S. 327
20K844	Eagle Academy for Young Men II	10X046	Thomas C. Giordano Middle School 45
10X368	In-Tech Academy (M.S. / High School 368)	31R002	I.S. R002 George L. Egbert
31R051	I.S. 051 Edwin Markham	31R027	I.S. 027 Aning S. Prall
11X462	CORNERSTONE ACADEMY FOR SOCIAL ACTION MIDD	84M726	KIPP S.T.A.R. College Preparatory
06M293	City College Academy of the Arts	84K710	Brownville Collegiate Charter School
17K533	School for Democracy and Leadership	06M528	I.S. 528 Bee Fuller Rodgers School
08X241	Urban Assembly School for Applied Math and Science, The 29C059	I.S. 059	Springfield Gardens
84M350	Democracy Prep Charter School		

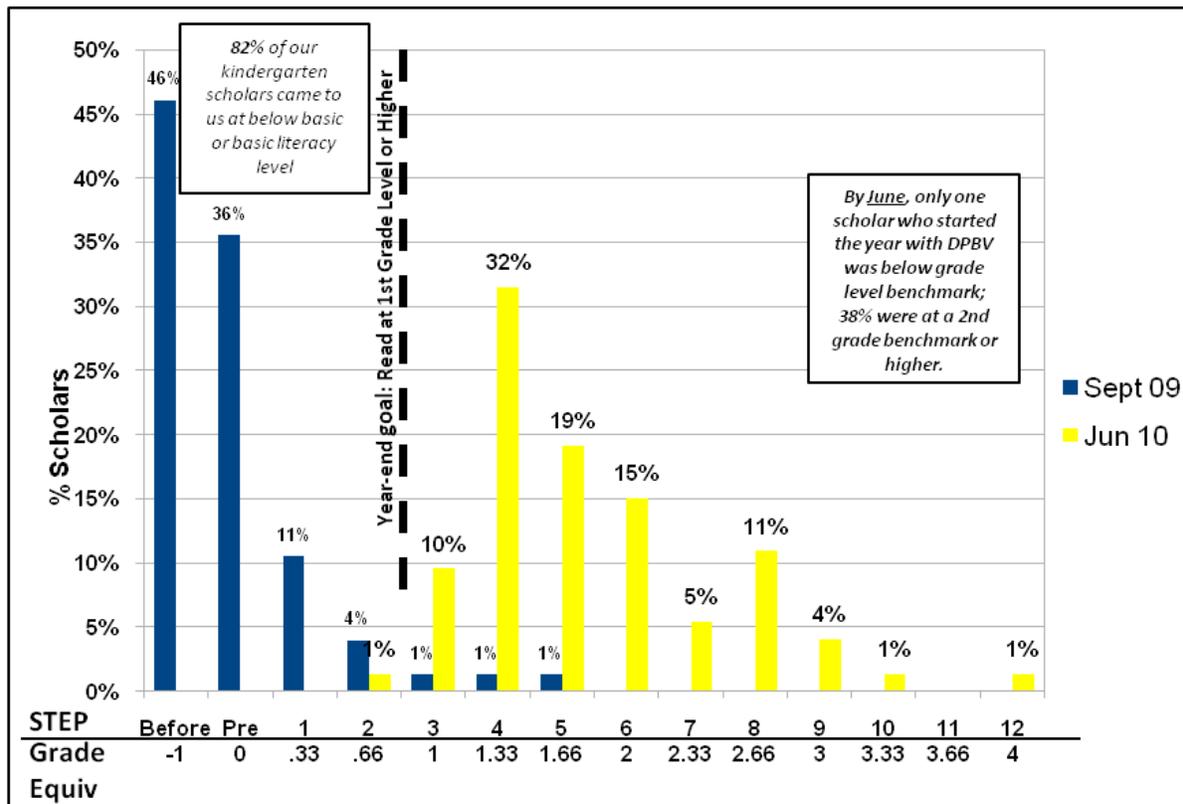
The Progress Report is a key component of Mayor Michael R. Bloomberg's and Chancellor Joel I. Klein's Children First reforms. The Progress Report is designed to assist administrators, principals and teachers in accelerating the learning of all students. The Progress Report also enables students, parents and the public to hold the NYC Department of Education and its schools accountable for student achievement and improvement and for ensuring a high quality education for every student in NYC's public schools. If you have any questions or comments about the Progress Report, please visit <http://schools.nyc.gov/Accountability/tools/report/default.htm>, or send us an email at [pr\\_support@schools.nyc.gov](mailto:pr_support@schools.nyc.gov)

**Democracy Prep Blackstone Valley – Elementary**

In their first year, DPBV students made tremendous literacy and math gains. The results of the year-end STEP analysis of the 73 scholars who completed the year and attended DPBV for at least 6 weeks is summarized in Figure 8.

All but one scholar who attended for at least 6 weeks achieved a STEP level of 3, the year-end benchmark for beginning the first grade (that student later achieved STEP 3 during DPBV’s Summer Academy). Further, 38% of students ended kindergarten at a 2<sup>nd</sup> grade level or higher. Typically, 3 STEP levels is equivalent to a year of growth. However, at DPBV the average STEP growth was 5.6 levels—that is nearly two years of growth in one year across a diverse and disadvantaged population.

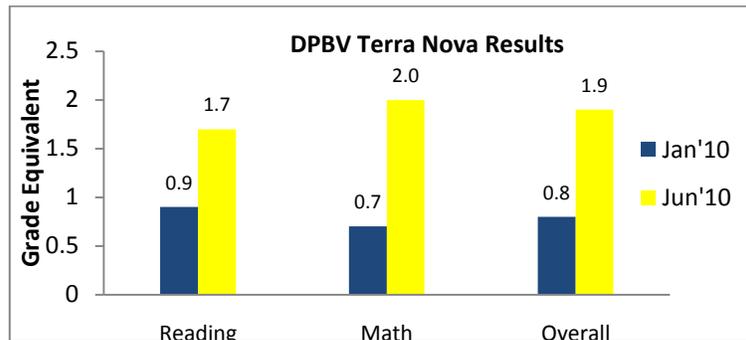
**Figure 8: DPBV Literacy Growth, September vs. June, 2010<sup>8</sup>**



Finally, DPBV’s Terra Nova results show that by the end of Kindergarten, the average DPBV scholar performs as well on the assessment as an average 1<sup>st</sup> grader in the 8<sup>th</sup> month of school in both reading and mathematics. Figure 14 highlights this.

<sup>8</sup> STEP™ (Strategic Teaching and Evaluation of Progress) Assessment Data collected internally by Democracy Prep Blackstone Valley, 2009-10.

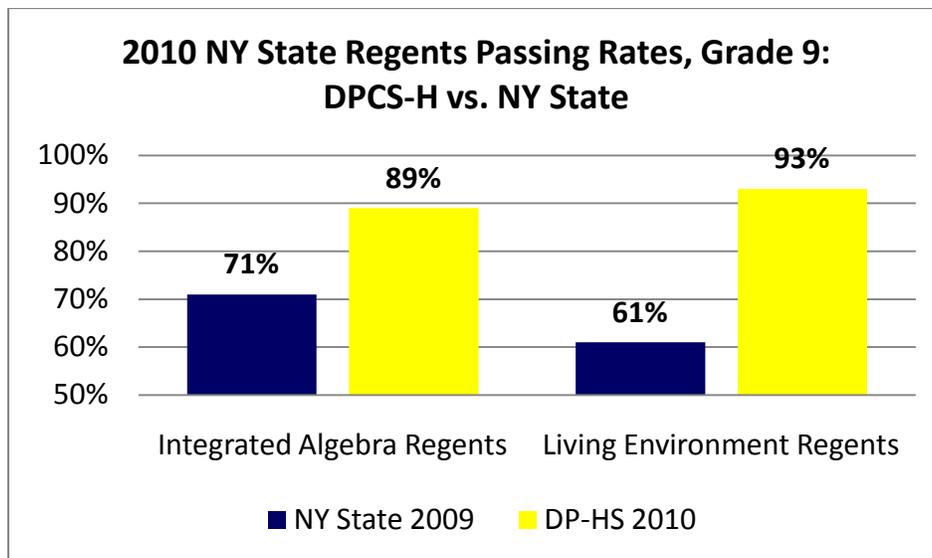
**Figure 9: Year-End DPBV Terra Nova Results**



These assessments all make it clear that DPBV students are on a much higher trajectory than similarly situated students in Rhode Island where just 72% of all third graders, and 58% of economically disadvantaged third graders, scored in the proficient range or higher on the New England Common Assessment Program (NECAP) in 2009.<sup>9</sup> Given the strong correlation between early achievement measures on STEP, DRA, and Terra-Nova and subsequent test scores,<sup>10</sup> DPBV’s data suggest that students are likely on track to surpass even Rhode Island’s wealthiest and highest-performing districts on the NECAP in three years.

**Democracy Prep Charter School – High (DPCS-H)**

There is only one year of data for Democracy Prep High School, but it has already achieved outstanding results on the New York State Regents’ Exams. Figure 15 shows the results:



<sup>9</sup> 2009 RI NECAP Results, <http://www.ride.ri.gov/assessment/Results.aspx>.

<sup>10</sup> See, e.g., Perry, Joseph D. et al. (1978), “Kindergarten Competencies as Predictors of Third Grade Achievement-Related Behaviors and Academic Achievement,” Paper presented to the Annual Meeting of the American Educational Research Association; Fletcher, Jack M. and Satz, Paul, “Kindergarten Prediction of Reading Achievement: A Seven-Year Longitudinal Follow-Up,” *Educational and Psychological Measurement*. Vol. 42, No. 2, 681-685; Hart, Betty and Risley, Todd R. (2003), “The Early Catastrophe, The 30 Million Word Gap,” *American Educator*, Vol. 27, No. 1, 4-9.

**Summary of CMO’s Fiscal Performance for Past Three Years**

Actual revenues have exceeded actual expenditures at Democracy Builders (name change to “Democracy Prep Public Schools” pending IRS approval) since its incorporation in 2006, annual audits are completed on time and successfully, and positive fund balances have been maintained. For efficiency and page limitations, Democracy Prep Public Schools has chosen not to include, but is prepared, if requested, to provide, financial statements by independent auditors for each year of the CMO’s operation to support this.

## MANAGEMENT AGREEMENT

This Management Agreement (this “Agreement”), dated as of \_\_\_\_\_, 2011, is entered by and between Democracy Builders, a New York not-for-profit corporation (the “CMO”) and Democracy Prep IV Charter School, an independent public school established under the New York Charter Schools Act of 1998 (the “Charter School”).

### RECITALS

WHEREAS, the Charter School is authorized by the New York State Board of Regents and the State Education Department and the Chancellor of New York City Department of Education to operate a charter school in the City of New York;

WHEREAS, after the date hereof the CMO intends to change its name from “Democracy Builders” to “Democracy Prep Public Schools”;

WHEREAS, the CMO is in the business of offering educational management and support services to charter schools by using proprietary techniques, methods and management expertise; and

WHEREAS, the Charter School desires that the CMO undertake responsibility for the management and operation of the Charter School as set forth herein, subject to the supervision of the Board of Trustees of the Charter School (the “Board”), with the goal of enabling the Charter School to fulfill its mission of preparing students for success in college and citizenship.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, agree as follows:

1. General Requirements. For and during the term of this Agreement, the CMO shall manage and operate the Charter School consistent with the charter of the Charter School, and in accordance with applicable state and federal laws, on the terms and conditions hereinafter set forth.
  - a) Role of the CMO. The CMO is committed to ensuring that students of the Charter School receive a complete educational program based on the requirements of the Charter School’s charter and the charter public schools law of the jurisdiction where the Charter School is organized. The role of the CMO is to assume responsibility for the Charter School’s educational process, and the management and operation of the Charter School, all under the supervision and subject to the authority of the Board and as more fully set forth in Section 2. The CMO will devote the necessary time and efforts, and will retain and allocate sufficient personnel, to meet the educational goals of the Charter School.
  - b) Role of the Charter School. The role of the Charter School, acting through its Board and the school leader, is (i) to oversee and monitor CMO’s management of the operations and educational process at the Charter School, in accordance with the Charter School’s charter and this Agreement, (ii) to promulgate policies in furtherance thereof, and (iii) to assume responsibility for the Reserved Functions (as defined below), all as more fully set forth in Section 3.
2. Functions of the CMO.
  - a) Advocacy. The CMO will provide policy and political advocacy and engagement with the community and its leaders, subject to all limitations imposed by law on all entities

exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, on behalf of the Charter School.

- b) Compliance. The CMO will provide support and coordination of the Charter School’s charter renewal application and all future renewal applications under the Charter School. The CMO will inspect the Charter School from time to time, but at least annually, using formal and informal inspections, announced and unannounced as appropriate, and will arrange for third-party evaluation and feedback as it deems appropriate regarding (i) the instructional program of the Charter School and (ii) the CMO’s impact on student achievement towards the Charter School’s goals as stated in its charter, all as may be necessary in order to ensure progress towards the Charter School’s goals and compliance with all regulatory requirements. The CMO shall report to the Board at each meeting of the Board, and as requested by the Board, as to the effectiveness of its instructional programs, progress of its students and compliance with regulatory requirements. The CMO shall assist the Board in complying at all times with applicable legal requirements and requirements of the Charter School’s authorizers and all such conditions as may have been imposed by the authorizer granting its charter. Without limiting the generality of the foregoing, the CMO, with support from the Charter School, will help prepare reports and documentation required by the Charter School's authorizers in a timely and thorough manner, including schools’ accountability plans and annual reports. The CMO shall also help provide required foundation and government reports as needed. The CMO shall advise and assist the Board in establishing and maintaining the Charter School’s status as a tax-exempt organization under federal and, if applicable, state law, such that contributions to the Charter School are tax deductible to the donor for federal income tax purposes. References to “authorizers” herein shall mean the Chancellor of the New York City Department of Education, the New York State Department of Education or similar supervisory or regulatory bodies in other jurisdictions.
- c) Curricular Systems. The CMO, with the cooperation of the Charter School and its faculty, will provide and support the Charter School with comprehensive program design, including curriculum development and implementation, curriculum scope and sequence, instructional oversight, common standards, the development, administration and analysis of diagnostic assessments, and the oversight, measurement, and management of comprehensive school quality.
- d) Data and Technology. The CMO will provide support for the identification, procurement, installation and operation of technology systems for the Charter School. The CMO will assist with the purchase and procurement of information technology equipment and services, including student information systems and computer and information technology support for the Charter School, it being understood that the actual purchases will be for the account and at the expense of the Charter School. The CMO will also provide support for data collection and analysis as required to meet regulatory requirements and program monitoring.
- e) Fund Development. As part of overall program evaluation and budgeting, the Board will, in consultation with the CMO, set specific targets for fund development at the beginning of each fiscal year, and the CMO will then design and implement programs to meet those targets. The CMO will work to secure and provide philanthropic commitments to support school start up and school scale up, including planning and running of events. Additionally, the CMO will work to secure and provide program grants and other project-based resources for the Charter School.

- f) External Relations. The CMO will provide the Charter School with support regarding all press inquiries, marketing materials, web marketing, branding and all other external relations, including corporate and institutional partnerships, community engagement and civic initiatives, which support will include acting as or providing spokesman for the Charter School before the media. No member of the staff of the Charter School, excluding the Board, shall communicate directly with the press, be it on or off the record, without CMO authorization which shall not be unreasonably withheld or delayed. It is understood and agreed that the CMO will request that all staff and all parents of students to sign a media release form annually adhering to this expectation; those who do not sign the agreement will not have their or their child’s images or information used in media releases. The CMO shall be designated as the agent of the Charter School for purposes of compliance with FERPA (the Family Educational Rights and Privacy Act), so as to have access to student information.
- g) Finance. In addition to assistance with budgeting, the CMO will help establish accounting policies and procedures, manage accounts payable and accounts receivable and program analysis.
- i. Annual Budget. The CMO will propose and assist in the implementation of an annual budget for the Charter School’s operations. Not less than sixty (60) days prior to the beginning of each fiscal year, the CMO shall prepare and submit to the Board for its review a proposed annual budget for such fiscal year. Not more than thirty (30) days after its receipt of the proposed annual budget, the Board shall notify the CMO in writing of any proposed amendments or revisions to the proposed budget. If no proposed amendments or revisions are received within such thirty (30) day period, the budget proposed by the CMO shall be deemed to be approved by the Charter School, subject to any necessary ratification at the next duly constituted meeting of the Board. If the Board proposes amendments or revisions to the proposed budget, the CMO shall either incorporate such proposed amendments or revisions or shall discuss with the Board or its designee any amendments or revisions proposed that the CMO does not consider it appropriate to incorporate. The CMO and the Board or its designee shall endeavor to come to agreement on the resolution of any such proposed amendments or revisions prior to offering a final budget to the Board for its approval, *provided* that in the absence of agreement the determination of the Board as to the amount and terms of the budget shall be binding and final.
- ii. Contingency Budget. If the CMO reasonably determines that a previously approved budget will be deficient for any reason, the CMO will give notice to the Board within ten (10) days and prepare a contingency budget to be submitted to the Board within thirty (30) days of such notice. The procedure for review, modification, reconciliation and adoption of any contingency budget shall be the same as for the annual budget, *provided* that the Board and the CMO shall endeavor to complete such process within twenty (20) days after the Board has received such a contingency budget. In the absence of agreement between the CMO and Charter School, the determination of the Board as to the amount and terms of any contingency budget shall be binding and final.
- iii. Budget Objection. In the event the Board adopts an annual or contingency budget over the objections of the CMO, the CMO will give the Board written notice of such objections (an “Objection Notice”) within thirty (30) days of the Board adopting such budget. Each Objection Notice will state in reasonable

detail the basis of the CMO's objections to such budget, including to what extent the CMO believes the Charter School's performance will be adversely impacted by specified budgetary restrictions. The CMO will, notwithstanding such objections, endeavor to carry out its responsibilities and to modify, to the extent required due to constraints in such budget, programs and operations to conform to that budget while at the same time seeking to maintain the integrity of the academic program and the mission of the Charter School; it being understood that the CMO can provide no assurances that academic and operational performance will not be adversely impacted by the budgetary restrictions and the resulting modifications to school programs. In the event any modification of programs or operations would be inconsistent with the Charter, the Board with the assistance of the CMO will seek from the Charter School's authorizers any necessary revisions to the Charter and, to the extent possible, will not implement any such modifications prior to approval of such Charter revisions.

- iv. Accounting Support. The CMO will assist the Charter School in establishing accounting policies and procedures. The CMO shall have responsibility for managing the Charter School's accounts payable and accounts receivable and in program analysis at the school level; provided, however, that the Charter School will provide one part-time employee to assist the CMO with the administration of the Charter School's accounts payable and accounts receivable.
- v. Fiscal Year. References to "fiscal year" in this Agreement mean the annual period beginning July 1 and ending June 30.
- h) School Leader Recruitment. The school leader shall be an employee of the Charter School, and the selection and retention of the school leader shall be at the discretion of the Board. The CMO shall assist the Board in defining the qualifications of the school leader and in identifying, selecting and recruiting appropriate candidates. The CMO reserves the right to recommend to the Board that the school leader be replaced if the school leader's actions or leadership adversely affects the ability of the CMO to deliver its services and achieve its objectives and those of the Charter School. If the CMO determines that the school leader should be replaced, the CMO will notify the Board by written notice, including the reason for the decision, along with a proposed interim plan (containing an interim operating structure and criteria for a replacement school leader) and a recruitment strategy for a new leader. Once the Charter School is in receipt of this notice, the Board will convene to determine the merits of the CMO's reasoning. The Charter School shall either agree to remove the leader, or in the event of a disagreement which ultimately cannot be resolved after good faith negotiation between the parties, allow the CMO to give written notice of its intent to terminate this Agreement pursuant to Section 7(e)(ii). If the Charter School agrees to remove the leader, the CMO will be responsible for implementing the CMO's interim plan and recruitment strategy to fill the vacant leader position, with such modifications as the Board may require, as soon as reasonably practicable. References to "school leader" or "leader" herein shall mean the individual responsible for the day-to-day activities and operations of the Charter School, which individual may (but need not) be a principal, head of school, director or person holding a similar position.
- i) Human Capital. The CMO will provide support and assistance to the school leader with respect to the Charter School's recruitment efforts and design and implementation of effective processes to ensure selection and retention of high quality teaching and administrative staff by the Charter School. The CMO will provide support for

recruitment and initial vetting of prospective staff, including network-wide advertising and affiliations, first interviews, scheduling of demonstration lessons, and background/reference checks. Upon completion of the initial vetting process, the school leader will be responsible for arranging any follow up interview requirements and will have final authority to hire teachers and administrators who shall report directly to the school leader or his or her designee. However, the CMO will assist with onboarding and termination (including conducting exit interviews of each department instructional staff member), HR compliance, and compensation and benefits administration. The CMO will also assist the Charter School by maintaining a full list of employees of the Charter School, showing position(s) held, start and termination dates for their employment.

- j) Professional Development. The CMO will provide network-wide professional development and training sessions, both formal and informal, as needed to meet the goals of the program and student outcomes. Development and training programs will include best practice sharing, leadership training, special education support and development/maintenance of performance evaluation systems.
- k) Operations. The CMO will provide support and consultation on payroll services, bulk purchasing, auditing coordination, benefit purchasing and administration, facilities acquisition (including in dealing with the Department of Education, other governmental entities and private landlords in securing and/or extending the Charter School's siting in Department of Education or such other facilities), and all human resources policies and procedures for the Charter School, following approval of those policies by the Board at a duly constituted meeting of the Board. The CMO will also assist Charter School staff in areas of compliance and management, such as personnel files, purchasing systems, facilities maintenance plans and school safety plans.

The list of services and support functions provided by the CMO in Section 2 may be changed at any time during the course of this Agreement upon written consent of both parties. Without the prior written consent of the Charter School, the CMO may not provide any services or support functions pursuant to this Agreement through a contractor or other third party.

Notwithstanding any contrary provision herein, (i) all services and support functions provided by the CMO pursuant to this Agreement will be subject to the overall supervision of the Board and (ii) the CMO will consult with and report to the Board on all aspects of its services and support functions and will adhere to the expressed needs and requirements of the Board.

3. Rights and Obligations of the Charter School; Reserved Functions. The Board shall be ultimately responsible for the Charter School, in accordance with its charter and all applicable laws and regulations. In connection therewith, the Board shall have the right and the obligation to perform or cause the Charter School to perform the following duties (the "Reserved Functions"):

- a) Supervision of the CMO. The Board shall monitor the CMO's performance in the education of children at the Charter School, and the CMO's compliance with the terms and provisions of this Agreement.
- b) Promulgation of Charter School Policies. The Board shall have ultimate approval authority over board-level policies of the Charter School, in accordance with its charter and applicable law.
- c) 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 have been imposed by

the authority granting its charter, are fully complied with at all times. If the Charter School or the CMO shall at any time receive notice from any public authority or other person that the Charter School is or may be in violation of the charter, or any provision of any applicable law or regulation, the party receiving such notice shall in writing notify the other party of the asserted violation and shall thereafter work diligently with the other party to determine whether such asserted violation in fact exists, to correct any violation found to exist, and vigorously contest the asserted violation if the same is found not to exist.

- d) Tax Status. The Board shall take all reasonable steps to establish and maintain the Charter School's status as a tax-exempt organization under federal and, if applicable, state law, such that contributions to the Charter School are tax deductible to the donor for federal income tax purposes.
- e) Control of Funds; Payment of Expenses. Pending their disbursement, all funds of the Charter School shall be maintained in an account or accounts belonging to the Charter School. The Board shall establish appropriate financial controls over its accounts and may, in its discretion and in accordance with sound financial management, provide limited disbursement authority, to one or more of its accounts, to one or more CMO employees for ongoing budgeted expenses.
- f) Employment of Supervisory Personnel. The Charter School shall employ the school leader and the office manager of the school.
- g) Employment of Teaching Staff. The Charter School shall employ all teaching staff of the school, including both teachers and teaching assistants. As between the CMO and the Charter School, responsibility for supervision of the teaching staff will lie exclusively with the school leader.
- h) Student Records. The Charter School shall be responsible for maintenance and custody of student records, with support from the CMO, and the CMO will provide support for design and administration of the record maintenance system.
- i) Facility Maintenance. The Charter School shall be responsible for all custodial and maintenance services for the Charter School's facilities, to the extent not provided by the Department of Education or other governmental body.

Nothing in this Agreement is intended to impair or be inconsistent with the obligations of the Trustees under the New York Open Meetings Law (New York Public Officers Law, Article 7, §§100 et seq.), to the extent applicable. All determinations of the Board, including the adoption of budgets and policies, which are required to be taken in open meetings upon notice to the public in accordance with the applicable requirements of the Open Meetings Law will be taken in compliance with that law, irrespective of any prior agreements having been made or deemed to have been made between the Charter School and the Board.

4. Representations; Warranties and Covenants. Each of the parties represents, warrants and covenants to the other party as follows:

- a) Organization. It is a section 501(c)(3) non-profit corporation duly organized, validly existing, and in good standing under the laws of its respective jurisdiction of organization;

- b) Authority. Subject to Section 4(d), it has all the requisite power and authority necessary to execute and deliver this Agreement and to perform its respective obligations hereunder;
- c) Compliance. It agrees to conduct its business in compliance with all applicable local, state, federal laws and regulations, and this Agreement;
- d) Regulatory Approval. It agrees to submit this Agreement, individually or jointly with the other party, for approval to all authorizers required in connection with the Charter School's charter renewal application. If any amendments are required by the authorizers for final approval of this Agreement, the parties shall work together in good faith to effectuate such amendments. In the event of a disagreement that cannot be resolved between the Charter School and CMO after good faith negotiation, or if the authorizers fail to approve this Agreement, this Agreement will terminate automatically as if it was terminated pursuant to Section 7(c); and
- e) Evaluation Criteria. The performance of the CMO in providing services and support functions to the Charter School pursuant to this Agreement will be evaluated by the Board or its designee(s) on an annual basis using evaluation criteria reasonably determined by the Charter School. The CMO will, and will procure that its officers and employees, fully cooperate with and facilitate such evaluation, and work with the Board or its designee(s) in good faith to try to resolve or improve any areas in which the Board or its designee(s) believes the CMO's performance could be improved. The parties acknowledge that the primary purpose of this evaluation is designed to maximize the Charter School's performance within any budgetary constraints.

4A. Additional Representation of the CMO. The CMO represents to the Charter School that it currently provides charter school management services to the following charter schools:

- Democracy Prep Charter School (Harlem, NY)
- Democracy Prep Harlem Charter School (Harlem, NY)
- Harlem Prep Charter School (East Harlem, NY)
- Democracy Prep III Charter School (Harlem, NY)

5. Trademarks; School Materials; Ownership and Use; New Intellectual Property.

- a) Trademarks. During the term of this Agreement, the CMO grants to the Charter School a non-exclusive license to use the trademarks, service marks, slogans and logos set forth on Schedule A to this Agreement, together with such other trademarks, service marks, slogans and logos as the CMO may in its sole discretion authorize, in writing, the Charter School to use (such trademarks, service marks, slogans and logos, collectively, the "Licensed Trademarks") in connection with the School Services (the "Licensed Services"), including use on school-related clothing and materials. For the purposes of this Agreement, "School Services" means: educational and related services, namely, providing classroom instruction to students and operating a public charter school.
- b) School Materials. During the term of this Agreement, the CMO grants to the Charter School a non-exclusive license to use the curriculum materials, including, scope, sequence, standards, do-nows, worksheets, exit tickets, exams, assessments, progress reports and other materials that are part of its curriculum set forth on set forth on Schedule B to this Agreement (collectively, the "Licensed Curriculum Materials") in connection with the School Services.

- c) Quality Control.
- i. To protect and preserve the strength of the Licensed Trademarks, the associated goodwill, the nature and quality of the Licensed Services provided by the Charter School under the Licensed Trademarks, and all related advertising, promotional, and other related uses of the Licensed Trademarks by the Charter School, the Charter Schools' use of the Licensed Trademarks shall conform to the standards of quality maintained by other charter schools operating under the "Democracy Prep" name and utilizing the Licensed Trademarks. Without limiting the foregoing, the Charter School shall use the Licensed Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by the CMO and will not use any other trademark or service mark in combination with the Licensed Trademarks without prior written approval of the CMO. So that the CMO may monitor the nature and quality of the Licensed Services and the Charter School's use of the Licensed Trademarks, the Charter School shall, upon request: (A) permit the CMO to reasonably inspect the Charter School's operations relating to the Licensed Services; and (B) supply the CMO with specimens of all uses of the Licensed Trademarks in connection with the Licensed Services.
  - ii. The Charter School shall use the Licensed Curriculum Materials in connection with curricular systems and educational programs provided and supported by the CMO that shall equal or exceed the standard of quality of those utilized by other charter schools operating under the "Democracy Prep" name and utilizing the Licensed Trademarks.
  - iii. The CMO shall assist the Charter School, if necessary and as reasonably requested, in maintaining the quality standards set out in clauses i and ii above.
- d) Intellectual Property Ownership. The Charter School acknowledges that it will not obtain any ownership interest in the Licensed Trademarks or Licensed Curriculum Materials, regardless of how long this Agreement remains in effect and regardless of any reason or lack of reason for the termination thereof. The Charter School shall not knowingly dilute or disparage the Licensed Trademarks. The Charter School agrees that any and all goodwill associated with the use by the Charter School of the Licensed Trademarks shall inure to the sole benefit of the CMO. The Charter School further agrees that any and all intellectual property rights in any improvements or modifications to the Licensed Curriculum Materials or in any new curriculum materials and related materials or content created, or provided to the Charter School, by or on behalf of the CMO during the term of this Agreement (collectively, "New Curriculum Materials") will also be owned by the CMO, but the CMO hereby grants to the Charter School a non-exclusive license to use the New Curriculum Materials in connection with the School Services during the term of this Agreement. Any and all intellectual property rights in any improvements or modifications to the Licensed Curriculum Materials or New Curriculum Materials or in any new curriculum materials and related materials or content created by the Charter School (including, as between the CMO and the Charter School, the teaching staff, supervisory and other personnel employed by the Charter School) during the term of this Agreement (collectively, "Charter School Intellectual Property") will be owned by the Charter School, but the Charter School hereby grants to the CMO a non-exclusive, perpetual, royalty-free license to use the Charter School Intellectual Property in connection with School Services provided by the CMO, whether during or after the term of this Agreement.

- e) Use of Intellectual Property Following Termination. Upon the expiration or earlier termination of this Agreement, the Charter School shall cease any further use of the Licensed Trademarks, Licensed Curriculum Materials and New Curriculum Materials. Notwithstanding the foregoing, should the Charter School be unable, despite diligent efforts on its part, to obtain and substitute other curriculum materials to replace some or all of the Licensed Curriculum Materials or New Curriculum Materials in sufficient time for the next school term, then the Charter School may continue to use those portions of the Licensed Curriculum Materials and New Curriculum Materials which it was unable to replace for a maximum of one school year following expiration or termination of this Agreement, *it being understood* that (i) the CMO shall provide no updates or other support for such materials, (ii) the Charter School shall, to the extent practical, remove any Licensed Trademarks or other marks identifying such materials as part of the “Democracy Prep” curricular program, and (iii) the Charter School shall cease use of such materials as soon as practical but in no event later than the end of the school year immediately following expiration or termination of this Agreement.

6. Management Fee.

- a) Management Fee. As compensation for its services hereunder, the CMO shall be entitled to receive a management fee (the “Management Fee”) from the Charter School in an amount equal, in each year, to 15% of the Revenue of the Charter School. The Management Fee shall be paid to the CMO as and when the corresponding funds are actually received by the Charter School, within thirty (30) days following its receipt thereof. For the purposes of this Agreement, “Non-Competitive Public Revenue” means revenue derived from federal and state funds provided for a charter school, on a per pupil, titled funding, and special education funding basis, including Start-up Grants, State Per Pupil Funding, New York State Excess Cost Funding, New York State High Cost Funding, Federal Title funding, Federal Individuals with Disabilities Education Act funding and Federal and State American Recovery and Reinvestment Act Funding, provided that doing so would not violate the contract terms of that grant.

If the Charter School is unable to pay any portion of the Management Fee when it is due (*i.e.* within 60 days following receipt of funds by the Charter School), it will contact the CMO in writing and attempt to work out an arrangement with the CMO. If by the 60th day after such payment is due a material portion thereof remains unpaid and no such arrangement has been made, the CMO will have the right to terminate this Agreement under its right in Section 7(e)(i).

b) Financial Reporting/Audits.

- i. Within 30 days after the close of each fiscal quarter, the CMO shall provide the Charter School with unaudited financial statement of the Charter School for the fiscal quarter most recently ended. The CMO shall also cooperate with the auditors retained by the Board to prepare annual audited financial statements of the Charter School, so as to allow for the delivery of such audited statements within 90 days after the close of each fiscal year. The CMO and the Charter School will each submit annual audited financial statements to account for the Management Fee and annual revenues, as an addendum to the school operating budget each year. The Charter School and the CMO will reconcile any amount of the Management Fee owed based on the audited revenue of the Charter School

for each fiscal year. The Charter School will be responsible for selecting its own independent auditor and shall cover all costs and expenses related to such audit.

- ii. The CMO will furnish the Board with written notice promptly (but in any event within seven (7) business days) after the discovery or receipt of notice of (A) any default under any material contract to which the Charter School is a party, which default would, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Charter School, or (B) any other event which would, individually or in the aggregate, reasonably be expected have a material adverse effect on the Charter School (including the filing of any actions, suits, notices, hearings, proceedings, investigations, inquiries or audits (“Litigation”) against the Charter School or the CMO or the existence of any dispute with any person which involves a reasonable likelihood of such Litigation being commenced), in each case, as determined in good faith by the CMO’s board of directors, such notice will specify the nature and period of existence thereof and what actions the CMO and/or Charter School has taken and propose to take with respect thereto, if any.
  - iii. The CMO will furnish the Board with such other information and financial data concerning the Charter School as the Board may request from time to time.
- c) Access to Records. The CMO shall afford the Charter School and its employees, counsel and other authorized representatives full access, during normal business hours (and, if the assistance of CMO staff is required, upon reasonable advance notice), to all of the Charter School’s books, records and properties (including all work papers of the CMO’s or Charter School’s accountants directly related to the Charter School’s budget and finances) for any and all lawful purposes.

## 7. Term & Termination.

- a) Initial Term. This Agreement shall be effective for one year (1) year, beginning July 1, 2010 and ending June 30, 2011 (the “Initial Term”), unless terminated pursuant to Section 7(c), 7(d) or 7(e).
- b) Renewal Terms. Following the Initial Term, the term of this Agreement will automatically extend for successive one-year periods (each a “Renewal Term”), unless either party gives notice, at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, of its intention not to renew this Agreement, in which case this Agreement will automatically expire at the end of the then-current term; *provided*, that no automatic renewal will be effective unless it has been approved by the Board at a duly constituted meeting.
- c) Mutual Termination. This Agreement may be terminated at any time prior to its expiration date by the parties, with or without cause, upon mutual written consent.
- d) Termination by the Charter School. This Agreement may be terminated prior to its expiration date by the Charter School if the Charter School delivers a written notice of termination (including the reasons therefore) to the CMO, in the event that (i) the CMO commences any case or proceeding, or files any petition in bankruptcy, or for reorganization, liquidation or dissolution, or has been adjudicated insolvent or bankrupt, or applies to any tribunal for a receiver, intervener, conservator or trustee for itself or for any substantial part of its property, (ii) an administrative or judicial body has suspended

or revoked any license which may be required for the CMO to carry on its business and perform its obligations under this Agreement, (iii) the CMO violates any material provision of law with respect to the Charter School from which the Charter School was not specifically exempted and which results in material adverse consequences to it, (iv) the CMO is found by a court of competent jurisdiction to have made fraudulent use of Charter School funds, (v) the CMO breaches any of the material terms and conditions of this Agreement, *provided* the CMO has not cured the breach within thirty (30) days from receipt of a notice of breach from the Charter School or (vi) a management or operational agreement between the CMO and another charter school is validly terminated by that charter school for cause (rather than through non-renewal upon expiration of its term or a mutual termination between the parties) and the Board reasonably determines that, as a result of the conduct or events resulting in such termination, the Charter School's continued association with the CMO would have a material adverse effect on the ability of the Charter School to fulfill its mission. In the case of a termination pursuant to clause (iii) or (v), the notice of termination shall be delivered at least 60 days prior to the date of termination. This Agreement may also be terminated by the Charter School upon 30 days prior written notice to the CMO in the event that Seth Andrew ceases, for any reason, to be actively involved in the direction and administration of the CMO's management of the Charter School's educational process and operations unless, within sixty (60) days following the date he ceases to be actively involved, a replacement satisfactory to the Charter School has assumed Mr. Andrew's responsibilities at the CMO.

- e) Termination by the CMO. This Agreement may be terminated prior to its expiration date by the CMO if the CMO delivers a written notice of termination (including the reasons therefore) to the Charter School, at least 90 days prior to the intended Termination Date, in the event that (i) a material portion of a Management Fee installment remains unpaid for 60 days after such payment is due without an arrangement having been made with the CMO, as contemplated in the second paragraph of Section 6(a), (ii) the CMO invokes its right to terminate this Agreement upon the occurrence of a disagreement with the Charter School over the removal of the school leader, as contemplated under Section 2(h), (iii) the Charter School materially breaches any of the material terms and conditions of this Agreement, *provided* the Charter School has not cured the breach within thirty (30) days from receipt of a notice of breach from the CMO, (iv) the Charter School's charter is revoked or not renewed, or (v) the Charter School takes any action which materially interferes with the ability of the CMO to provide services under this Agreement, *provided* that in the case of each of clause (i) through to (v) the Charter School has not cured the problem within thirty (30) days from receipt of a notice from the CMO. The Charter School will have thirty (30) days from receipt of the notice to cure the breach of any of these events and avoid termination of this Agreement. Any termination by the CMO pursuant to this Section 7(e) shall be effective as of the end of the then-current school year, *provided* that the CMO and the Charter School shall endeavor to establish a transition plan for withdrawal of the CMO and its replacement by another management company or internal Charter School personnel, as determined by the Charter School, within a shorter period of time to the extent practicable and in the best interests of the Charter School's students.
- f) Effect of Termination. Upon termination of this Agreement, whether with or without cause, the CMO shall be entitled to a prorated Management Fee for the portion of the fiscal year up to the date of termination, computed based upon the number of days in the fiscal year up to the date of termination divided by the total number of days in the fiscal year. To the extent the CMO has received payments of the Management Fee in excess of the amount so due to it (including as a result of any adjustment pursuant to Section

6(b)(i) following completion of an audit), it shall promptly refund the excess to the Charter School. To the extent the CMO has received less than the amount so due (including as a result of any adjustment pursuant to Section 6(b)(i) following completion of an audit), the Charter School shall pay the shortfall to the CMO out of revenues as and when received by it. If this Agreement is terminated as permitted, then except as otherwise provided in this Section 7(f), such termination shall be without liability to any party or to any affiliate, shareholder, trustee, director, officer or representative of such party, and following such termination no party shall have any liability under this Agreement or relating to the transactions contemplated by this Agreement; *provided* that no such termination shall relieve any party from liability in respect of breaches by such party prior to such termination.

- g) Assistance with Dissolution and Closure. In the event the Charter School's charter is revoked or not renewed, then, notwithstanding that the CMO may invoke its right under Section 7(b) to terminate this Agreement, the CMO shall assist the Charter School in its winding-up and dissolution and in the execution of a closure plan for the Charter School, which assistance shall include, without limitation, making available and assisting in the transfer of student and teacher records.

8. Indemnification; Insurance.

- a) The CMO shall indemnify and hold harmless the Charter School, its trustees, directors, officers, agents, servants, and employees (each, an "Indemnitee"), from and against any and all damages, claims, liability, losses and expenses incurred by any Indemnitee in respect of, arising out of, or involving, a claim made by any third-party against any Indemnitee resulting from or arising in connection with any advice, guidance, act or omission on the part of the CMO, its trustees, directors, officers, directors, agents, servants or employees, whether in connection with the services or support functions to be provided under this Agreement or activities undertaken by the CMO on behalf of other charter schools, *excluding, however*, any liability resulting from or arising in connection with (i) actions taken by the CMO at the express request or direction of the Board, (ii) any actions taken by the Charter School other than with the guidance, direction or advice of the CMO or (iii) any liability to the extent arising as a result of negligence, intentional tort, fraud or criminal conduct on the part of the Charter School or any of its trustees, officers, agents, or employees.
- b) If a third party claim is made against an Indemnitee, and if such Indemnitee reasonably believes that such claim would give rise to a right of indemnification pursuant to this Section 8, then such Indemnitee shall give written notice to the CMO of such claim as soon as reasonably practicable after such Indemnitee has received notice thereof (provided that failure to give timely notice shall not limit the indemnification obligations of the CMO hereunder except to the extent that the delay in giving, or failure to give, such notice has materially prejudiced the ability of the CMO to defend the claim). The CMO shall defend such claim, at the CMO's own expense and with counsel selected by the CMO and reasonably satisfactory to such Indemnitee, provided that an Indemnitee shall at all times also have the right to fully participate in the defense at its own expense (and may retain its own counsel at the expense of the CMO if it shall reasonably determine that representation of it and the CMO by the same counsel would materially prejudice the interest of such Indemnitee; provided that the CMO will only be responsible under such circumstances for the expenses of a single additional counsel for all Indemnitees). If the CMO shall fail to commence a defense against such claim within 30 days after notice thereof shall have been given by an Indemnitee to the CMO or if the

CMO shall not diligently pursue such defense, such Indemnitee shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim on behalf, for the account, and at the risk and expense (including the payment of reasonable attorneys' fees of such Indemnitee regardless of whether the Indemnitee prevails against the third party claim) of the CMO. If the CMO assume the defense of such claim, the obligation of the CMO hereunder as to such claim shall include taking all reasonably necessary steps in the defense of such claim.

- c) The CMO shall not consent to the entry of any judgment or settle or compromise any third party demands, claims, actions, suits or proceedings for which an Indemnitee has sought indemnification from the CMO unless it shall have given such Indemnitee not less than 15 days prior written notice of the proposed consent, settlement or compromise, and afforded such Indemnitee an opportunity to consult with the CMO regarding the proposed consent, settlement or compromise, and shall not consent to the entry of any judgment or enter into any settlement or compromise without the approval of such Indemnitee. An Indemnitee shall not unreasonably withhold or delay its approval of a proposed consent, settlement or compromise. In determining whether to give its approval, an Indemnitee may consider whether the proposed consent, settlement or compromise includes as an unconditional term thereof the giving by the claimant to such Indemnitee of a release from all liabilities and obligations of whatever kind or nature in respect of such claim except the liabilities and obligations satisfied by the CMO.
- d) The rights to indemnification and reimbursement provided by, or granted pursuant to, this Section 8 shall continue as to an Indemnitee who has ceased to be a trustee, director, officer, agent, servant or employee of the Charter School (or other person indemnified hereunder). The provisions of this Section 8 shall be a contract between the CMO, on the one hand, and each Indemnitee who served at any time while this Section 8 is in effect in any capacity entitling such Indemnitee to indemnification hereunder, on the other hand, pursuant to which the CMO and each such Indemnitee intend to be legally bound. No repeal or modification of this Section 8 shall affect any rights or obligations with respect to any state of facts then or theretofore existing or thereafter arising or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon such state of facts.
- e) During the term of this Agreement the CMO shall at all times at its own expense maintain comprehensive general public liability insurance from an insurance carrier licensed in the State of New York and having a Best's rating of not less than [A-VIII], covering acts and omissions of the CMO and its employees, consultants and contractors and naming the Charter School as an additional insured. Such insurance shall have liability limits of not less than \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate. The CMO also maintains an umbrella liability policy of \$5,000,000 per occurrence. Such policy of insurance shall contain a clause that the same shall not be cancelled except on thirty (30) days' written notice to the Charter School.

9. Non-Solicitation. To the extent permitted by law, the Charter School agrees that from and after the date hereof until twelve (12) months after the end of the fiscal year in which this Agreement is validly terminated or expires at the end of the then-current term, in each case, pursuant to Section 7 (the "Restricted Period"), it shall not solicit to hire, or hire, or cause or permit any of its Affiliates (as defined below), agents, or independent contractors to employ, directly or indirectly, in any capacity, any director, officer or employee of the CMO who is, or has been during the term of this Agreement, engaged by the CMO or any Affiliate of the CMO to render services as an employee or independent contractor, except (i)

for up to four (4) individuals in aggregate during the Restricted Period; provided, that the Charter School gives the CMO prompt written notice of the name of each such individual and the Charter School's reliance on this exception or (ii) for general solicitations of employment, but not hiring or employing (other than expressly permitted herein); provided, that such solicitations are not specifically directed to any such officer, director or employee. The CMO agrees that during the Restricted Period, it shall not solicit to hire, or hire, or cause or permit any of its Affiliates, agents, or independent contractors to employ, directly or indirectly, in any capacity, any person who is, or has been during the term of this Agreement, engaged by the Charter School as a school leader, teacher or administrator, except (i) for up to four (4) individuals in aggregate during the Restricted Period; provided, that the CMO gives the Charter School prompt written notice of the name of each such individual and the CMO's reliance on this exception or (ii) for general solicitations of employment, but not hiring or employing (other than expressly permitted herein); provided, that such solicitations are not specifically directed to any such school leader, teacher or administrator.

For the purposes of this Agreement, "Affiliate" of any Person means (i) any other Person which, directly or indirectly, controls or is controlled by that Person, or is under common control with that Person and (ii) in the case of the CMO, all other charter schools (x) with which the CMO or its Affiliates has management or operational agreements or management or operational arrangements or (y) which are otherwise part of the Democracy Builders' network. For the purposes of this definition, (a) "control" (including, with correlative meaning, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the operations, activities, management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise and (b) "Person" means any individual, partnership, corporation, limited liability company, trust, estate, association, unincorporated organization or other entity or association.

10. Miscellaneous.

- a) 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:

If the Charter School or the Board, to:

If to CMO, to:

Democracy Builders  
207 West 133rd Street  
New York, New York 10030  
Attention: Seth Andrew  
Founder & Superintendent

- b) Severability. In the event that any provision of this Agreement or the application hereof to either party or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to either party or circumstances other than those as to which it is determined to be invalid, unlawful, or unenforceable, shall not be affected thereby, and each remaining

provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.

- c) Waiver. The failure by either party hereto to insist upon or to enforce any of 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 to 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.
- d) Amendment. This Agreement shall not be changed, modified or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the parties hereto.
- e) Cooperation. The parties hereto acknowledge that the management of public charter schools by third parties is an area presenting numerous legal uncertainties and ambiguities, and that the arrangements contemplated by this Agreement are new and unique and in light of these factors agree to work together in good faith to resolve in manner consistent with the spirit and intent of the relationship created hereby, any new or unforeseen issues which arise in carrying out the terms of this Agreement.
- f) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. 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.
- g) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without regard to the conflicts of law rules thereof.
- h) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- i) Expenses. Except as expressly provided in this Agreement, each of the parties hereto shall bear its own costs and expenses incurred in connection with the negotiation, execution and delivery of this Agreement.
- j) No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies upon any person or entity, other than the parties hereto and their respective successors and permitted assigns.
- k) Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine, and neuter. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and all references to Articles and Sections refer to articles and sections of this Agreement, all references to "including" or any variation thereof will be construed as meaning "including without limitation" and all references to Exhibits, Schedules or Appendices

are to Exhibits, Schedules or Appendices attached to this Agreement, as amended pursuant to this Agreement from time to time, each of which is made a part of this Agreement for all purposes. All headings and captions contained in this Agreement and the table of contents hereto are inserted for convenience only and shall not be deemed a part of this Agreement. The Annexes are considered a part of this Agreement. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”. The sign “\$” when used in this Agreement means the lawful money of the United States of America.

- l) Directly or Indirectly. Where any provision in this Agreement refers to action to be taken by any person or entity, or which such person or entity is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such person or entity.
  
- m) Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, representations and statements, whether oral, written, implied or expressed, relating to such subject matter.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

CHARTER SCHOOL:

**DEMOCRACY PREP IV CHARTER SCHOOL**

By: \_\_\_\_\_  
Name:  
Title:

CMO:

**DEMOCRACY BUILDERS**

By: \_\_\_\_\_  
Name:  
Title:

**New Application Budget(s) & Cash Flow(s) Template**

**Democracy Prep VI Charter School**

Contact Name: Andrew Epstein  
Contact Email: [aepstein@democracyprep.org](mailto:aepstein@democracyprep.org)  
Contact Phone: 212.281.1248 x 318

Pre-Opening Period September 1, 2013 to June 30, 2014  
Operational Year ONE July 1, 2014 to June 30, 2015

**Charter School Name Here**  
**PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE**  
 July 1, 2014 to June 30, 2015

**DESCRIPTION OF ASSUMPTIONS**

<b>Total Revenue</b>	1,469,284	294,390	-	-	-	1,763,674
<b>Total Expenses</b>	1,239,458	67,000	-	-	-	1,306,458
<b>Net Income</b>	229,827	227,390	-	-	-	457,217
<b>Actual Student Enrollment</b>	84	20				104
<b>Total Paid Student Enrollment</b>	-	-				-

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

**REVENUE**

**REVENUES FROM STATE SOURCES**

Per Pupil Revenue	CY Per Pupil Rate	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL
School District 1 (Enter Name)	13,527	1,406,808	294,390	-	-	-	1,701,198
School District 2 (Enter Name)	-	-	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-	-	-
School District 6 (Enter Name)	-	-	-	-	-	-	-
School District 7 (Enter Name)	-	-	-	-	-	-	-
School District 8 (Enter Name)	-	-	-	-	-	-	-
School District 9 (Enter Name)	-	-	-	-	-	-	-
School District 10 (Enter Name)	-	-	-	-	-	-	-
School District 11 (Enter Name)	-	-	-	-	-	-	-
School District 12 (Enter Name)	-	-	-	-	-	-	-
School District 13 (Enter Name)	-	-	-	-	-	-	-
School District 14 (Enter Name)	-	-	-	-	-	-	-
School District 15 (Enter Name)	-	-	-	-	-	-	-
School District - ALL OTHER	-	-	-	-	-	-	-
<b>TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding)</b>	13,527	1,406,808	294,390	-	-	-	1,701,198
Special Education Revenue		-	-	-	-	-	-
Grants		-	-	-	-	-	-
Stimulus		-	-	-	-	-	-
DYCD (Department of Youth and Community Developmt.)		-	-	-	-	-	-
Other		-	-	-	-	-	-
Other		-	-	-	-	-	-
<b>TOTAL REVENUE FROM STATE SOURCES</b>		1,406,808	294,390	-	-	-	1,701,198

104 students, 8 SPED 20-60%, 8 SPED 60%

Assumes zero grant support

**REVENUE FROM FEDERAL FUNDING**

IDEA Special Needs		-	-	-	-	-	-
Title I		56,472	-	-	-	-	56,472
Title Funding - Other		5,500	-	-	-	-	5,500
School Food Service (Free Lunch)		-	-	-	-	-	-
Grants		-	-	-	-	-	-
Charter School Program (CSP) Planning & Implementation		-	-	-	-	-	-
Other		-	-	-	-	-	-
Other		-	-	-	-	-	-
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>		61,972	-	-	-	-	61,972

Assumes \$543 per pupil  
 Assumes 5,000 for Title IIA and 500 from Title IID

**LOCAL and OTHER REVENUE**

Contributions and Donations		-	-	-	-	-	-
Fundraising		-	-	-	-	-	-
Erate Reimbursement		-	-	-	-	-	-
Earnings on Investments		-	-	-	-	-	-
Interest Income		504	-	-	-	-	504
Food Service (Income from meals)		-	-	-	-	-	-
Text Book		-	-	-	-	-	-
OTHER		-	-	-	-	-	-
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>		504	-	-	-	-	504

Assumes low-interest environment

<b>TOTAL REVENUE</b>	<b>1,469,284</b>	<b>294,390</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,763,674</b>
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**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

	No. of Positions						
Executive Management	-	-	-	-	-	-	-
Instructional Management	1.00	100,000	-	-	-	-	100,000
Deans, Directors & Coordinators	-	-	-	-	-	-	-
CFO / Director of Finance	-	-	-	-	-	-	-
Operation / Business Manager	-	-	-	-	-	-	-
Administrative Staff	1.00	40,000	-	-	-	-	40,000
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>2.00</b>	<b>140,000</b>	-	-	-	-	<b>140,000</b>

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	8.00	552,000	-	-	-	-	552,000
Teachers - SPED	1.00	-	67,000	-	-	-	67,000
Substitute Teachers	-	-	-	-	-	-	-
Teaching Assistants	-	-	-	-	-	-	-
Specialty Teachers	-	-	-	-	-	-	-
Aides	-	-	-	-	-	-	-
Therapists & Counselors	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>TOTAL INSTRUCTIONAL</b>	<b>9.00</b>	<b>552,000</b>	<b>67,000</b>	-	-	-	<b>619,000</b>

7 core subject teachers and 1 elective teacher at an avg. \$69,000  
1 ACT (Special Education) teacher at \$67,000

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-	-	-	-	-	-	-
Librarian	-	-	-	-	-	-	-
Custodian	-	-	-	-	-	-	-
Security	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>-</b>						

**SUBTOTAL PERSONNEL SERVICE COSTS**

	11.00	692,000	67,000	-	-	-	759,000
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**PAYROLL TAXES AND BENEFITS**

Payroll Taxes		64,136	-	-	-	-	64,136
Fringe / Employee Benefits		182,160	-	-	-	-	182,160
Retirement / Pension		37,950	-	-	-	-	37,950
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>		<b>284,246</b>	-	-	-	-	<b>284,246</b>

8.45 percent  
24 percent  
5 percent for retirement fund match

**TOTAL PERSONNEL SERVICE COSTS**

	11.00	976,246	67,000	-	-	-	1,043,246
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**CONTRACTED SERVICES**

Accounting / Audit	-	-	-	-	-	-	-
Legal	-	-	-	-	-	-	-
Management Company Fee	-	-	-	-	-	-	-
Nurse Services	-	-	-	-	-	-	-
Food Service / School Lunch	-	-	-	-	-	-	-
Payroll Services	-	-	-	-	-	-	-
Special Ed Services	-	-	-	-	-	-	-
Titlement Services (i.e. Title I)	-	-	-	-	-	-	-
Other Purchased / Professional / Consulting	-	-	-	-	-	-	-
<b>TOTAL CONTRACTED SERVICES</b>	<b>-</b>						

**SCHOOL OPERATIONS**

Board Expenses	-	-	-	-	-	-	-
Classroom / Teaching Supplies & Materials	35,000	-	-	-	-	-	35,000
Special Ed Supplies & Materials	-	-	-	-	-	-	-
Textbooks / Workbooks	17,500	-	-	-	-	-	17,500
Supplies & Materials other	-	-	-	-	-	-	-
Equipment / Furniture	5,000	-	-	-	-	-	5,000
Telephone	3,000	-	-	-	-	-	3,000
Technology	15,000	-	-	-	-	-	15,000
Student Testing & Assessment	-	-	-	-	-	-	-
Field Trips	31,512	-	-	-	-	-	31,512
Transportation (student)	-	-	-	-	-	-	-
Student Services - other	-	-	-	-	-	-	-
Office Expense	15,000	-	-	-	-	-	15,000
Staff Development	32,640	-	-	-	-	-	32,640
Staff Recruitment	22,440	-	-	-	-	-	22,440
Student Recruitment / Marketing	3,060	-	-	-	-	-	3,060
School Meals / Lunch	3,060	-	-	-	-	-	3,060
Travel (Staff)	-	-	-	-	-	-	-
Fundraising	-	-	-	-	-	-	-

Other	-	-	-	-	-	-
<b>TOTAL SCHOOL OPERATIONS</b>	<b>183,212</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>183,212</b>
<b>FACILITY OPERATION &amp; MAINTENANCE</b>						
Insurance	-	-	-	-	-	-
Janitorial	-	-	-	-	-	-
Building and Land Rent / Lease	45,000	-	-	-	-	45,000
Repairs & Maintenance	-	-	-	-	-	-
Equipment / Furniture	-	-	-	-	-	-
Security	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>45,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>45,000</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>	<b>15,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000</b>
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000</b>
<b>TOTAL EXPENSES</b>	<b>1,239,458</b>	<b>67,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,306,458</b>
<b>NET INCOME</b>	<b>229,827</b>	<b>227,390</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>457,217</b>

<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>					
School District 1 (Enter Name)	104	-	-	-	104
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
School District 6 (Enter Name)	-	-	-	-	-
School District 7 (Enter Name)	-	-	-	-	-
School District 8 (Enter Name)	-	-	-	-	-
School District 9 (Enter Name)	-	-	-	-	-
School District 10 (Enter Name)	-	-	-	-	-
School District 11 (Enter Name)	-	-	-	-	-
School District 12 (Enter Name)	-	-	-	-	-
School District 13 (Enter Name)	-	-	-	-	-
School District 14 (Enter Name)	-	-	-	-	-
School District 15 (Enter Name)	-	-	-	-	-
School District - ALL OTHER	-	-	-	-	-
<b>TOTAL ENROLLMENT</b>	<b>104</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>104</b>
<b>REVENUE PER PUPIL</b>	<b>14,128</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,958</b>
<b>EXPENSES PER PUPIL</b>	<b>11,918</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,562</b>





**Charter School Name Here**  
**PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

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

**DESCRIPTION OF ASSUMPTIONS**

<b>Total Revenue</b>	1,763,674	3,468,311	5,120,250	6,613,483	8,074,062
<b>Total Expenses</b>	1,639,707	2,836,683	4,326,324	6,112,312	7,524,953
<b>Net Income (Before Cash Flow Adjustments)</b>	123,967	631,628	793,927	501,171	549,109
<b>Actual Student Enrollment</b>	104	208	312	408	504
<b>Total Paid Student Enrollment</b>	-	-	-	-	-

(Assumes 96 students per grade at high school level)

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>20xx</b>	<b>20xx</b>	<b>20xx</b>	<b>20xx</b>	<b>20xx</b>

**\*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5**

<b>REVENUE</b>	<b>Per Pupil Revenue Percentage Increase</b>				
	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>	<b>0.0%</b>

**REVENUES FROM STATE SOURCES**

Per Pupil Revenue	<b>CY Per Pupil Rate</b>				
School District 1 (Enter Name)	13,527	1,701,198	3,343,518	4,926,960	6,343,308
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
School District 6 (Enter Name)	-	-	-	-	-
School District 7 (Enter Name)	-	-	-	-	-
School District 8 (Enter Name)	-	-	-	-	-
School District 9 (Enter Name)	-	-	-	-	-
School District 10 (Enter Name)	-	-	-	-	-
School District 11 (Enter Name)	-	-	-	-	-
School District 12 (Enter Name)	-	-	-	-	-
School District 13 (Enter Name)	-	-	-	-	-
School District 14 (Enter Name)	-	-	-	-	-
School District 15 (Enter Name)	-	-	-	-	-
School District - ALL OTHER	-	-	-	-	-
<b>TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding)</b>	<b>13,527</b>	<b>1,701,198</b>	<b>3,343,518</b>	<b>4,926,960</b>	<b>6,343,308</b>

Assumes declassification of 20% of special education students after one year

Special Education Revenue	-	-	-	-	-
Grants					
Stimulus	-	-	-	-	-
DYCD (Department of Youth and Community Developmt.)	-	-	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTAL REVENUE FROM STATE SOURCES</b>	<b>1,701,198</b>	<b>3,343,518</b>	<b>4,926,960</b>	<b>6,343,308</b>	<b>7,700,778</b>

**REVENUE FROM FEDERAL FUNDING**

IDEA Special Needs					
Title I	56,472	112,944	169,416	221,544	273,672
Title Funding - Other	5,500	11,330	23,340	48,080	99,045
School Food Service (Free Lunch)	-	-	-	-	-
Grants					
Charter School Program (CSP) Planning & Implementation	-	-	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	<b>61,972</b>	<b>124,274</b>	<b>192,756</b>	<b>269,624</b>	<b>372,717</b>

**LOCAL and OTHER REVENUE**

Contributions and Donations	-	-	-	-	-
Fundraising	-	-	-	-	-
Erate Reimbursement	-	-	-	-	-
Earnings on Investments	-	-	-	-	-
Interest Income	504	519	535	551	567
Food Service (Income from meals)	-	-	-	-	-
Text Book	-	-	-	-	-
OTHER	-	-	-	-	-
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	<b>504</b>	<b>519</b>	<b>535</b>	<b>551</b>	<b>567</b>

assumes .5 percent

<b>TOTAL REVENUE</b>	<b>1,763,674</b>	<b>3,468,311</b>	<b>5,120,250</b>	<b>6,613,483</b>	<b>8,074,062</b>
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**EXPENSES**

**ADMINISTRATIVE STAFF PERSONNEL COSTS**

	No. of Positions					
Executive Management	-	-	-	-	-	-
Instructional Management	2.00	100,000	103,000	106,090	209,273	215,551
Deans, Directors & Coordinators	1.00	-	-	75,000	77,250	79,568
CFO / Director of Finance	-	-	-	-	-	-
Operation / Business Manager	-	-	-	-	-	-
Administrative Staff	2.00	40,000	41,200	42,436	83,709	86,220
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>5.00</b>	<b>140,000</b>	<b>144,200</b>	<b>223,526</b>	<b>370,232</b>	<b>381,339</b>

Second Campus Director for High School  
 One assistant campus director in third year  
 Add a second office manager for high school

**INSTRUCTIONAL PERSONNEL COSTS**

Teachers - Regular	8.00	552,000	1,073,640	1,700,795	2,371,850	3,020,880
Teachers - SPED	1.00	67,000	138,690	215,398	297,476	385,300
Substitute Teachers	-	-	-	-	-	-
Teaching Assistants	-	-	-	-	-	-
Specialty Teachers	-	-	-	-	-	-
Aides	-	-	-	-	-	-
Therapists & Counselors	-	60,000	61,800	63,654	125,564	129,331
Other	-	-	-	-	-	-
<b>TOTAL INSTRUCTIONAL</b>	<b>9.00</b>	<b>679,000</b>	<b>1,274,130</b>	<b>1,979,847</b>	<b>2,794,890</b>	<b>3,535,510</b>

8 teachers in Y1, 7 in Y2, 7 in Y3, 8 in Y4, 7 in Y5  
 For reg and SPED assumes aggressive 7% avg raise in teacher salary per year  
 1 social worker in Y1 and in Y4

**NON-INSTRUCTIONAL PERSONNEL COSTS**

Nurse	-	-	-	-	-	-
Librarian	-	-	-	-	-	-
Custodian	-	-	-	-	-	-
Security	-	-	-	-	-	-
Other	-	-	-	-	-	-
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**SUBTOTAL PERSONNEL SERVICE COSTS**

	14.00	819,000	1,418,330	2,203,373	3,165,122	3,916,849
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**PAYROLL TAXES AND BENEFITS**

Payroll Taxes		69,206	119,849	186,185	267,453	330,974
Fringe / Employee Benefits		196,560	340,399	528,810	759,629	940,044
Retirement / Pension		40,950	70,917	110,169	158,256	195,842

**TOTAL PAYROLL TAXES AND BENEFITS**

		306,716	531,165	825,163	1,185,338	1,466,860
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**TOTAL PERSONNEL SERVICE COSTS**

	14.00	1,125,716	1,949,495	3,028,536	4,350,460	5,383,709
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**CONTRACTED SERVICES**

Accounting / Audit		20,400	21,012	21,642	22,292	22,960
Legal		-	-	-	-	-
Management Company Fee		255,180	501,528	739,044	951,496	1,155,117
Nurse Services		-	-	-	-	-
Food Service / School Lunch		-	-	-	-	-
Payroll Services		4,080	8,405	12,985	13,375	13,776
Special Ed Services		-	-	-	-	-
Titlement Services (i.e. Title I)		-	-	-	-	-
Other Purchased / Professional / Consulting		5,100	10,506	16,232	16,719	17,220
<b>TOTAL CONTRACTED SERVICES</b>		<b>284,760</b>	<b>541,451</b>	<b>789,904</b>	<b>1,003,882</b>	<b>1,209,074</b>

15% management fee

**SCHOOL OPERATIONS**

Board Expenses		1,020	1,051	1,082	1,115	1,148
Classroom / Teaching Supplies & Materials		35,000	72,100	129,960	200,789	258,515
Special Ed Supplies & Materials		-	-	-	-	-
Textbooks / Workbooks		17,500	18,025	18,566	19,123	19,696
Supplies & Materials other		-	-	-	-	-
Equipment / Furniture		5,000	5,150	5,305	5,464	5,628
Telephone		3,000	6,180	11,139	17,210	22,158
Technology		15,000	15,450	15,914	16,391	16,883
Student Testing & Assessment		-	-	-	-	-
Field Trips		31,512	63,024	94,536	185,436	229,068
Transportation (student)		-	-	-	-	-

High school trips are considered 1.5 times more expensive

Student Services - other	-	-	-	-	-
Office Expense	15,000	15,450	15,914	16,391	16,883
Staff Development	32,640	67,238	121,197	187,250	241,084
Staff Recruitment	22,440	23,113	23,807	24,521	25,256
Student Recruitment / Marketing	3,060	6,304	11,362	17,555	22,602
School Meals / Lunch	3,060	6,304	11,362	17,555	22,602
Travel (Staff)	-	-	-	-	-
Fundraising	-	-	-	-	-
Other	-	-	-	-	-
<b>TOTAL SCHOOL OPERATIONS</b>	<b>184,232</b>	<b>299,388</b>	<b>460,143</b>	<b>708,798</b>	<b>881,523</b>
<b>FACILITY OPERATION &amp; MAINTENANCE</b>					
Insurance	-	-	-	-	-
Janitorial	-	-	-	-	-
Building and Land Rent / Lease	45,000	46,350	47,741	49,173	50,648
Repairs & Maintenance	-	-	-	-	-
Equipment / Furniture	-	-	-	-	-
Security	-	-	-	-	-
Utilities	-	-	-	-	-
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>45,000</b>	<b>46,350</b>	<b>47,741</b>	<b>49,173</b>	<b>50,648</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>					
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>					
<b>TOTAL EXPENSES</b>	<b>1,639,707</b>	<b>2,836,683</b>	<b>4,326,324</b>	<b>6,112,312</b>	<b>7,524,953</b>
<b>NET INCOME</b>	<b>123,967</b>	<b>631,628</b>	<b>793,927</b>	<b>501,171</b>	<b>549,109</b>

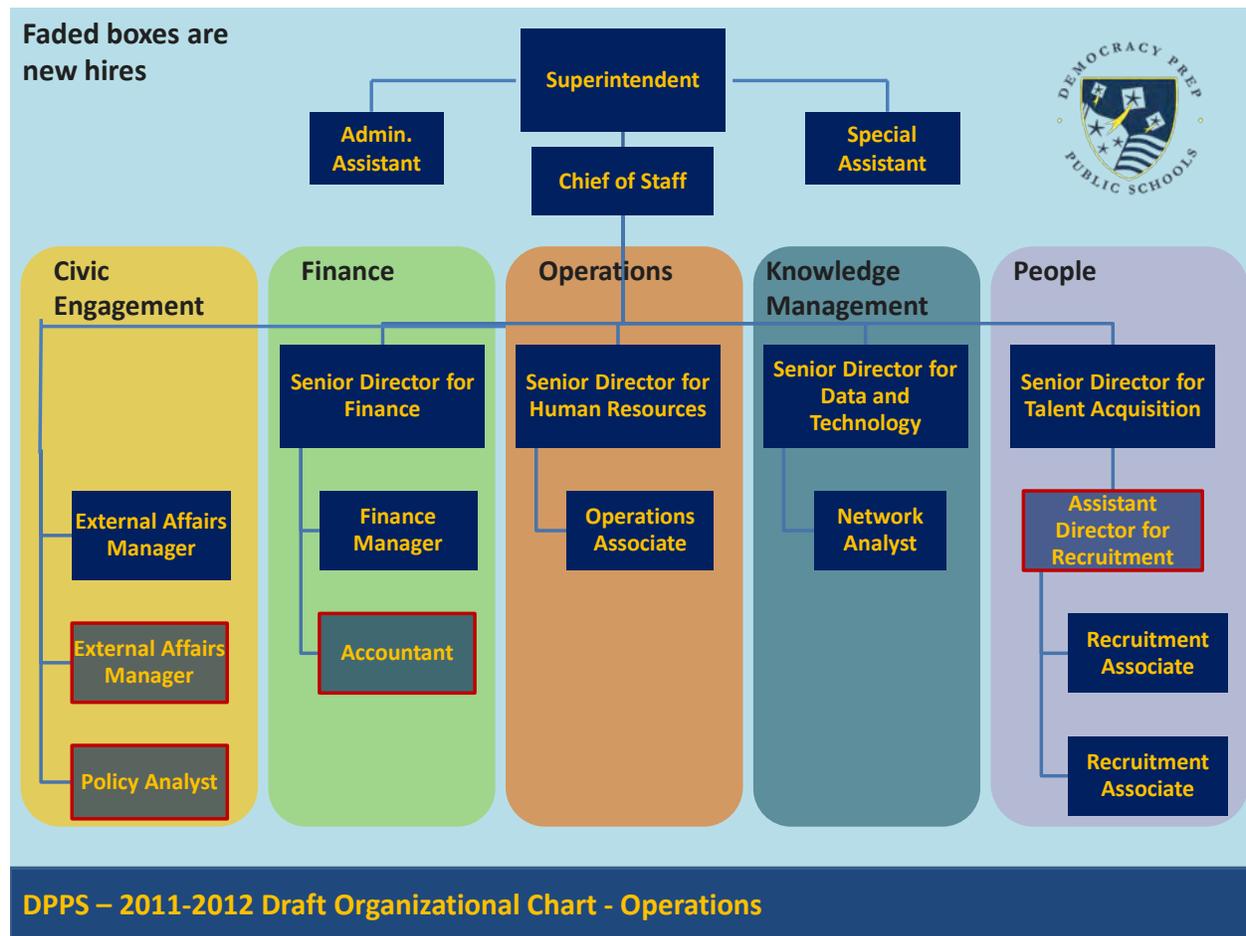
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>					
School District 1 (Enter Name)	104	208	312	408	504
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
School District 6 (Enter Name)	-	-	-	-	-
School District 7 (Enter Name)	-	-	-	-	-
School District 8 (Enter Name)	-	-	-	-	-
School District 9 (Enter Name)	-	-	-	-	-
School District 10 (Enter Name)	-	-	-	-	-
School District 11 (Enter Name)	-	-	-	-	-
School District 12 (Enter Name)	-	-	-	-	-
School District 13 (Enter Name)	-	-	-	-	-
School District 14 (Enter Name)	-	-	-	-	-
School District 15 (Enter Name)	-	-	-	-	-
School District - ALL OTHER	-	-	-	-	-
<b>TOTAL ENROLLMENT</b>	<b>104</b>	<b>208</b>	<b>312</b>	<b>408</b>	<b>504</b>
<b>REVENUE PER PUPIL</b>	<b>16,958</b>	<b>16,675</b>	<b>16,411</b>	<b>16,210</b>	<b>16,020</b>
<b>EXPENSES PER PUPIL</b>	<b>15,766</b>	<b>13,638</b>	<b>13,866</b>	<b>14,981</b>	<b>14,930</b>

<b>CASH FLOW ADJUSTMENTS</b>					
<b>OPERATING ACTIVITIES</b>					
Example - Add Back Depreciation	-	-	-	-	-
Other	-	-	-	-	-
Total Operating Activities	-	-	-	-	-
<b>INVESTMENT ACTIVITIES</b>					
Example - Subtract Property and Equipment Expenditures	-	-	-	-	-
Other	-	-	-	-	-
Total Investment Activities	-	-	-	-	-
<b>FINANCING ACTIVITIES</b>					
Example - Add Expected Proceeds from a Loan or Line of Credit	-	-	-	-	-
Other	-	-	-	-	-
Total Financing Activities	-	-	-	-	-

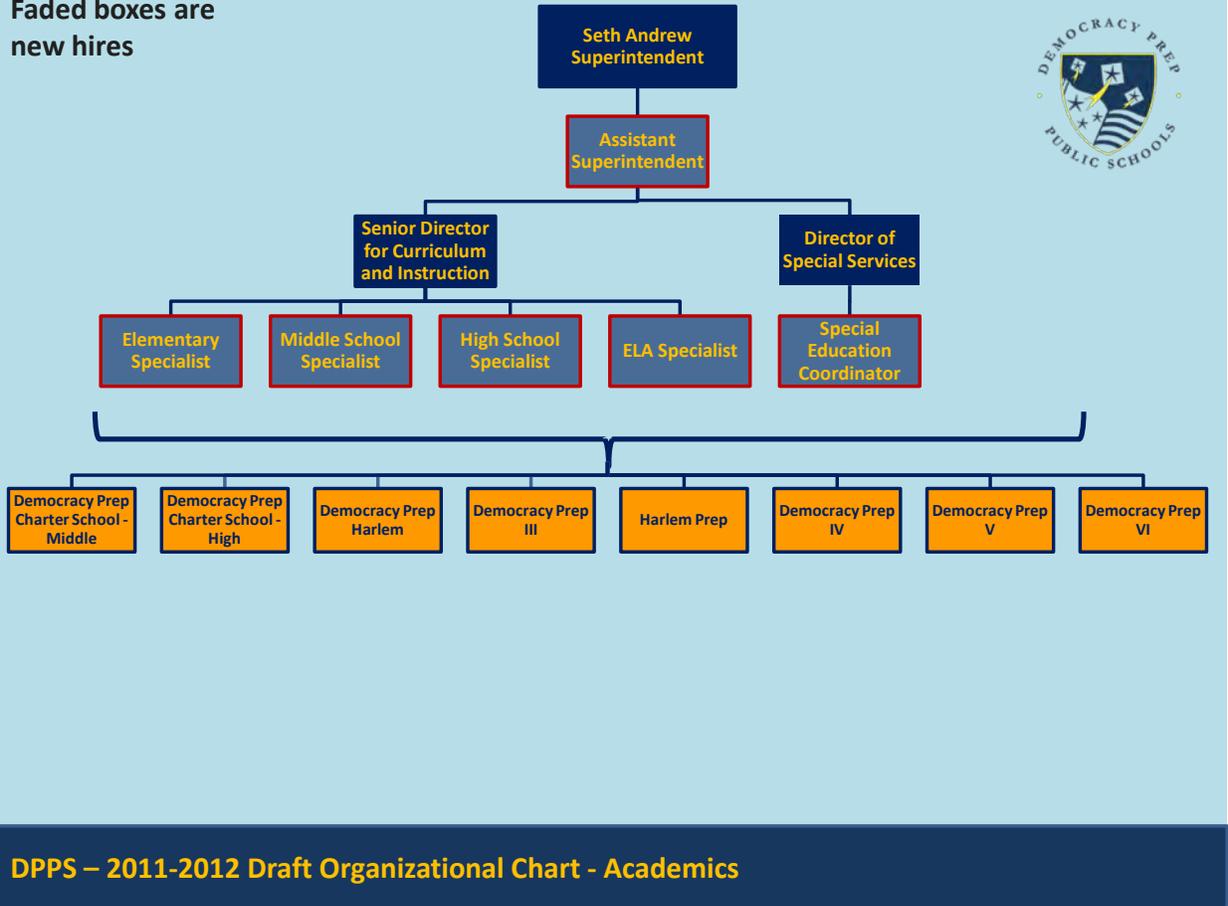
Total Cash Flow Adjustments	-	-	-	-	-
NET INCOME	123,967	631,628	793,927	501,171	549,109
Beginning Cash Balance	-	123,967	755,594	1,549,521	2,050,692
ENDING CASH BALANCE	123,967	755,594	1,549,521	2,050,692	2,599,801

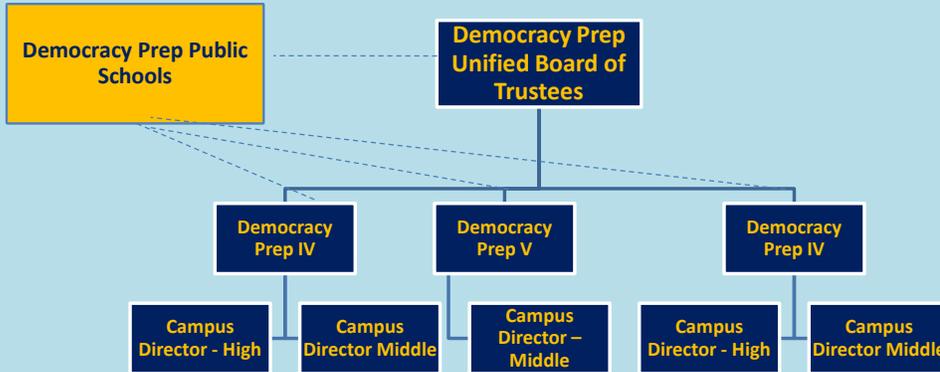
**Attachment 18 – Optional Network Plan**

The three organizational charts below show the 1) and 2) CMO Founding Group roles as well as supporting staff and positions that will be filled over the next year and 3) Oversight structure for the Unified Democracy Prep Board, which will oversee Democracy Prep III, IV, V, and VI. The CMO is divided into six teams: Civic Engagement, Finance, Operations, Knowledge Management, People, and Academics. If requested, Democracy Prep Public Schools will provide a full 5-year expansion plan complete with enrollment numbers, financials, and staffing models.



Faded boxes are new hires





Democracy Prep Unified Board Organizational Chart