

U.S. Department of Education

Washington, D.C. 20202-5335



APPLICATION FOR GRANTS UNDER THE

**CHARTER SCHOOLS PROGRAM NON-SEA PLANNING, PROGRAM DESIGN, AND
IMPLEMENTATION**

CFDA # 84.282B

PR/Award # U282B100035

OMB No. 1894-0006, Expiration Date:

Closing Date: AUG 25, 2010

****Table of Contents****

Forms

| | |
|---|------|
| 1. Application for Federal Assistance (SF-424) | e1 |
| ASPIRA 501c3 | e5 |
| Stetson Charter agreement | e7 |
| Stetson Charter application | e54 |
| 2. Standard Budget Sheet (ED 524) | e105 |
| 3. SF-424B - Assurances Non-Construction Programs | e107 |
| 4. Disclosure of Lobbying Activities | e109 |
| 5. CSP Assurances(84.282B)--Non-SEA Applicants for Planning, Program Design, and Implementation | e110 |
| 6. ED 80-0013 Certification | e111 |
| 7. 427 GEPA | e112 |
| ASPIRA Stetson Charter GEPA | e114 |
| 8. Dept of Education Supplemental Information for SF-424 | e115 |
| Stetson Charter Research Subjects Statement | e117 |

Narratives

| | |
|--|------|
| 1. Project Narrative - (ED Abstract...) | e118 |
| Stetson Implementation Abstract | e119 |
| 2. Project Narrative - (Project Narrative...) | e120 |
| ASPIRA Stetson Charter Narrative | e121 |
| 3. Project Narrative - (Other...) | e152 |
| Directors resume | e153 |
| 4. Budget Narrative - (Budget Narrative ...) | e155 |
| ASPIRA Stetson Implementation Budget Narrative | e156 |

This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

| | | |
|---|---|-----------------------|
| Application for Federal Assistance SF-424 | | Version 02 |
| * 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application | * 2. Type of Application:* If Revision, select appropriate letter(s): <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation * Other (Specify) <input type="checkbox"/> Revision | |
| * 3. Date Received: 8/25/2010 | 4. Applicant Identifier: ASPIRA, Inc. of Pennsylvania | |
| 5a. Federal Entity Identifier: | * 5b. Federal Award Identifier: NA | |
| State Use Only: | | |
| 6. Date Received by State: | 7. State Application Identifier: | |
| 8. APPLICANT INFORMATION: | | |
| * a. Legal Name: ASPIRA, Inc. of Pennsylvania | | |
| * b. Employer/Taxpayer Identification Number (EIN/TIN): 231712664 | * c. Organizational DUNS: 071463699 | |
| d. Address: | | |
| * Street1: | 4322 North 5th Street | |
| Street2: | | |
| * City: | Philadelphia | |
| County: | | |
| State: | PA | |
| Province: | | |
| * Country: | USA | |
| * Zip / Postal Code: | 19140 | |
| e. Organizational Unit: | | |
| Department Name: | Division Name: | |
| Central Office | | |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: | Mr. | * First Name: Alfredo |
| Middle Name: | | |

* Last Name: Calderon

Suffix:

Title: Executive Director

Organizational Affiliation:

ASPIRA, Inc. of Pennsylvania

* Telephone Number: (215)455-1300

Fax Number:

* Email: ACALDERON@ASPIRAPA.ORG

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282B

CFDA Title:

Charter Schools Program Non-SEA Planning, Program Design, and Implementation

*** 12. Funding Opportunity Number:**

84.282B

Title:

Charter School Implementation Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Philadelphia, PA

*** 15. Descriptive Title of Applicant's Project:**

Initial Creation and Implementation of the Stetson Charter School, An ASPIRA Turnaround School in Philadelphia, PA

Attach supporting documents as specified in agency instructions.

Attachment:

Title : ASPIRA 501c3

File : C:\fakepath\501 c 3 Determination Letter.pdf

Attachment:

Title : Stetson Charter agreement

File : C:\fakepath\Charter Agreement- Stetson- Aspira- 7-22-10.pdf

Attachment:

Title : Stetson Charter application

File : C:\fakepath\Stetson_CS_Application Final.doc

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant: PA-1

* b. Program/Project: PA-1

Attach an additional list of Program/Project Congressional Districts if needed.

Attachment:

Title :

File :

17. Proposed Project:

* a. Start Date: 10/1/2010

* b. End Date: 9/30/2012

18. Estimated Funding (\$):

| | |
|----------------------|-----------|
| a. Federal | \$ 398075 |
| b. Applicant | \$ 0 |
| c. State | \$ 0 |
| d. Local | \$ 0 |
| e. Other | \$ 0 |
| f. Program Income | \$ 0 |
| g. TOTAL | \$ 398075 |

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on .

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Alfredo

Middle Name:

* Last Name: Calderon

Suffix:

Title: Executive Director

* Telephone Number: (215)455-1300 Fax Number:

* Email: ACALDERON@ASPIRAPA.ORG

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance SF-424

Version 02

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

DEC 27 1999

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: December 22, 1999

Person to Contact:
Stephanie Broach-Camp 31-04022
Customer Service Representative

Aspira Inc. of Pennsylvania
4322 N. 5th Street
Philadelphia, PA 19140

Telephone Number:
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-1712664

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in December 1969 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Aspira Inc. of Pennsylvania
23-1712664

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

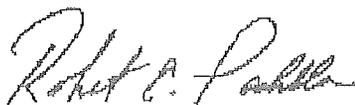
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



Robert C. Padilla
Manager, Customer Service

CHARTER FOR
JOHN B. STETSON CHARTER SCHOOL;
AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL

This Charter (the “Charter”) is made and entered into as of July 1, 2010 (the “Effective Date”), by and between **THE SCHOOL DISTRICT OF PHILADELPHIA** (the “School District”), acting by and through the School Reform Commission (the “SRC”), with its principal place of business at 440 North Broad Street, Philadelphia, Pennsylvania 19130, and the **JOHN B. STETSON CHARTER SCHOOL; AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL**, a Pennsylvania nonprofit corporation (the “Charter School”) acting through and by its Board of Trustees (the “Charter Board”), with its principal place of business at 3200 B Street, Philadelphia, PA 19134. The School District and the Charter School together are referred to as “the Parties” or separately as a “Party”.

RECITALS

WHEREAS, on December 21, 2001, pursuant to the authority granted under Section 6-691(c) of the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, as amended (the “School Code”), the Secretary of Education of the Commonwealth of Pennsylvania (the “Secretary”) issued a certificate declaring the School District to be in distress, and the SRC was appointed pursuant to Section 6-696 of the School Code, 24 P.S. §6-696, as amended by Act 2001, Oct. 30, P.L. 828, No. 83 (“Act 83”); and

WHEREAS, pursuant to Section 6-696 of the School Code, the SRC (i) is responsible for the operation, management and educational program of the School District; (ii) is vested with all powers and duties granted to the board of school directors (the “Board of Education”) of the School District; and (iii) is authorized, *inter alia*, to grant charters and to enter into agreements for the operation of charter schools in accordance with the Charter School Law, 24 P.S. §17-1701-A, *et seq.* (the “Charter School Law”) and Act 83; and

WHEREAS, pursuant to Section 696 of the School Code, the SRC has the power to approve an application to establish and operate a charter school; and

WHEREAS, by 45 No. SRC-36, dated January 20, 2010, the SRC adopted the Renaissance Schools Initiative Policy (“Renaissance Schools Policy”), which authorized the

SRC to grant Renaissance charters as part of the School District's Renaissance Schools Initiative; and

WHEREAS, the School District designated certain chronically underperforming School District schools to be Renaissance Schools ("Renaissance Schools"); and

WHEREAS, Aspira Inc. of Pennsylvania ("Turnaround Team") was selected to be a turnaround team as a result of its response to Request for Proposals No. 260, Renaissance Schools Initiative – Year 1 ("RFP No. 260") to turnaround one or more Renaissance Schools. A copy of RFP 260 is attached hereto at Exhibit A; a copy of the Turnaround Team's response to RFP 260 is attached hereto as Exhibit B.

WHEREAS, the School Advisory Council for the John B. Stetson Middle School ("Stetson School") recommended to the School District the Turnaround Team as one of its choices to turnaround the Stetson School; and

WHEREAS, by Resolution No. SRC-26, dated May 12, 2010, the SRC selected the Turnaround Team to turnaround the Stetson School; and

WHEREAS, the Turnaround Team submitted to the School District a Renaissance Schools Charter Application to operate the Stetson School as a charter school ("Application"); and

WHEREAS, on June 16, 2010, the SRC adopted Resolution SRC-45 (the "Resolution"), attached hereto as Exhibit C and made a part hereof, which authorized the grant of this Charter for the Charter School; and

WHEREAS, the Charter Board is authorized to sign this Charter;

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, the School District and the Charter School intending to be legally bound, hereby mutually agree to the above Recitals and the following:

**ARTICLE I. LEGAL REQUIREMENTS, REPRESENTATIONS
AND WARRANTIES; GRANT**

- A. **School Reform Commission Resolution**. Resolution No. SRC-45, dated June 16, 2010 is attached hereto as Exhibit C and is made a part hereof.
- B. **Grant of the Charter**. Subject to all of the terms and conditions set forth in this Charter, the School District grants to the Charter Board this Charter to operate the Charter School as a public school under and pursuant to the Renaissance Schools Policy, the Charter School Law and all other Applicable Laws (as hereinafter defined).
- C. **Legal Requirements Associated With Grant of the Charter**. Prior to the execution of this Charter, the Charter School has provided the following documentation to the School District, in form and substance acceptable to the School District:

1. a certified copy of the Articles of Incorporation of the Charter School, and any amendments thereto, certified by the Secretary of State of the Commonwealth of Pennsylvania as of a date reasonably proximate to the Effective Date;
2. a good standing certificate for the Charter School issued by the Secretary of State of the Commonwealth of Pennsylvania, dated a date reasonably proximate to the Effective Date;
3. a duly approved Charter Board Resolution, certified by the Secretary of the Charter Board (i) authorizing the execution and delivery of this Charter and the performance of the transactions contemplated hereby, (ii) stating that no members of the Charter Board or their immediate family will have business dealings with the Charter School, and that the Charter Board will comply with the Pennsylvania Public Official and Employee Ethics Act; and (iii) providing the names, addresses (including email addresses), and signatures of the officers of the Charter Board and stating that such persons are authorized to execute and request payments under the Charter.
4. a copy of the Charter School's current bylaws. Such bylaws shall describe the method for replacing Board members and officers and shall adopt the requirements set forth in the "Required Management Organization of the Board of Trustees and Requirements for Bylaws", attached hereto as Exhibit D and incorporated herein;
5. a true, correct and complete dated copy of the Charter School's IRS Form 1023 application for recognition under Section 501(c)(3) of the Internal Revenue Code with a representation as to the date on which the IRS Form 1023 was submitted to the Internal Revenue Service;
6. a copy of the Charter School's Admissions Policy that complies with the Renaissance Schools Policy, RFP 260 and the Application;
7. a copy of the Charter School's Student Records Policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12;
8. a copy of the Charter School's Student Code of Conduct that complies with RFP 260 and the Application;
9. a copy of the School Calendar showing the dates on which the Charter School is in session, the first day of school for students;
10. a schedule of all 2010-2011 Charter Board meetings;
11. a copy of the signed license agreement for the facility that the Charter School shall utilize;

12. a Certificate of Insurance evidencing all required insurance coverages, in the form required in Article XIV herein and satisfactory to the School District's Office of Risk Management;
13. the Statement of Assurances, and all Application appendices and attachments referred to therein (collectively, the "Statement of Assurances"), attached hereto as Exhibit E; and
14. any contracts for the provision of management, consulting or similar services to the Charter School.

D. Additional Required Documentation. The Parties acknowledge and agree that as of the Effective Date, the Charter School has not provided to the School District, in the form and substance acceptable to the School District, the following documentation (collectively, the "Additional Required Documentation"):

1. copies of School District Enrollment Forms signed by the parent or legal guardian of each student enrolled in the Charter School;
2. copies of Employment Verification Forms, indicating that a sufficient staff, with complete and appropriate criminal and child abuse records checks, and all necessary certifications as required by this Charter and Applicable Laws (as hereinafter defined), have been hired to serve the actual enrollment of the Charter School.

The Parties have agreed that the School District shall execute this Charter as of the Effective Date upon the condition that the Charter School provide the Additional Required Documentation to the School District in the form and substance acceptable to the School District, on or before August 31, 2010.

In the event that the Charter School does not provide all of the Additional Required Documentation to the School District in the form and substance acceptable to the School District, by August 31, 2010, the School District shall withhold any and all funding due to the Charter School after September 1, 2010 pursuant to 24 P.S. § 17-1725-A until all Additional Required Documentation is provided to the School District, in the form and substance acceptable to the School District.

E. Renaissance Charter Application of the Charter School. The Renaissance Charter Application and any amendments, including the representations, certifications and assurances set forth therein (collectively, the "Application"), is hereby incorporated in this Charter as if set forth herein in full. The Charter Board represents and warrants that the information provided to the School District in the Application was true, correct and complete when submitted to the School District and remains true, correct and complete as of the Effective Date. To the extent that the Charter Board has modified the Application between the date submitted to the School District and the Effective Date, such modifications are (a) reflected in the body of the original Application, or in an amendment to its original Application, and (b) have been duly approved in writing by the School District. The Application may not be modified after the Effective Date

except by an amendment to this Charter duly authorized, executed and delivered by the Parties. The Parties acknowledge and agree that the Application sets forth the overall goals, standards and general operational policies of the Charter Board relating to the Charter School, and that the Application is not a complete statement of each detail of the Charter Board's operation of the Charter School. To the extent that the Charter Board determines to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Application, the Charter Board shall have the right to implement such policies, procedures and specific terms of operation, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or circumscribed by RFP 260 or any Applicable Law or Laws (as hereinafter defined) or this Charter, and (ii) not materially different from those set forth in the Application. To the extent any conflict exists or arises between the terms of this Charter and the terms of the Application, the terms of this Charter shall govern and control. The Charter Board shall operate the Charter School in conformity with the mission statement set forth in the Application.

F. **Current Charter School Records.** In accordance with the Applicable Laws, the Charter School shall maintain on-site at its facility for inspection by the School District and its representatives and agents all of certain current Charter School records ("Current Charter School Records") as set forth on Exhibit F attached hereto and made a part hereof.

G. **Representations and Warranties.** The Charter Board represents and warrants to the SRC and the School District that:

1. It has the power and authority to enter into and perform this Charter; and
2. This Charter, when executed and delivered, shall be a valid and binding obligation of the Charter School, enforceable in accordance with its terms.
3. There is no claim, action, suit, proceeding, investigation or inquiry pending before any federal, state or other court or governmental or administrative agency, or to the knowledge of the Charter Board or the Charter School, threatened against the Charter Board or the Charter School, or any of the Charter School's or the Charter Board's properties, assets, operations or businesses, that might prevent or delay the consummation of the transactions contemplated by this Charter.
4. The execution, delivery and performance by the Charter Board and the Charter School of their obligations under this Charter will not (with or without the giving of notice or the lapse of time, or both) (i) violate any provision of the Articles of Incorporation or Bylaws of the Charter School; (ii) violate, or require any consent, authorization, or approval of, or exemption by, or filing under any provision of any law, statute, rule or regulation to which the Charter Board or the Charter School is subject; (iii) violate any judgment, order, writ or decree of any court applicable to the Charter Board or the Charter School; (iv) conflict with, result in a breach of, constitute a default under, or require any consent, authorization, or approval under any contract, agreement or instrument to which the Charter Board or the Charter School is a party, or by which any of their assets are bound; or (v)

result in the creation or imposition of any encumbrance upon the assets of the Charter Board or the Charter School.

ARTICLE II. APPLICABLE LAWS

- A. **Compliance with Applicable Laws:** The Charter School shall comply with the Resolution, common law, court decisions, court orders, the Charter School Law, the Individuals With Disabilities Education Act, 20 U.S.C.S. §1400 *et seq.*, as amended (“IDEA”), the No Child Left Behind Act, P.L. 107-110 (“NCLB”), and all other applicable state, federal and local laws, statutes, codes, ordinances, regulations and guidance as in effect from time to time (the “Applicable Laws”). In furtherance of and without limitation to the covenants contained herein, the Charter School shall comply with all Applicable Laws prohibiting discrimination on the basis of disability, race, age, creed, color, gender, religion, marital status, veteran status, national origin, ancestry and any other protected category or classification as required by law, and shall not unlawfully discriminate in student admissions, hiring and operations. Any reference in this Charter to any statute or ordinance shall mean such statute, as the same may hereafter be duly amended.

ARTICLE III. TERM

- A. **Term.** The term of this Charter shall be five (5) years and shall commence on July 1, 2010 and shall end on June 30, 2015 (“Term”), unless revoked or not renewed sooner pursuant to the terms of this Charter and Applicable Laws.

ARTICLE IV. OPERATIONS AND MANAGEMENT

- A. **Operation of Charter School.** Subject to 24 P.S. §17-1714-A, the terms of this Charter and Applicable Laws, the Charter Board shall be responsible for the operation of the Charter School and shall decide all matters relating to the Charter School, including but not limited to the following: budgeting, curriculum development, testing, operating procedures, hiring and firing of Charter School staff, contracting with necessary professional and nonprofessional employees and all other powers provided by Applicable Laws.
- B. **School Calendar.**
1. The School Calendar shall show the dates on which the Charter School is in session and the first day of school for students in compliance with School District requirements and Applicable Law.
 2. The Charter School shall use its best efforts to provide the School District with the School Calendar for the following academic year by April 1st of each calendar year in order for School District offices, including without limitation,

Transportation and Food Services, to schedule for the provision of services for the next academic year.

3. In accordance with Applicable Laws, including but not limited to the requirements of 24 P.S. §17-1715-A (9), the Charter School shall provide a minimum of one hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level or nine hundred ninety (990) hours of instruction at the secondary level.
 4. The Charter School shall not remain open for students or staff on Sundays, the Fourth of July, Memorial Day or Christmas Day.
- C. **Legal and Other Documentation. Non-Sectarian Status.** The Charter Board shall operate the Charter School as a public, non-sectarian, nonprofit corporation during the Term of this Charter and any renewals thereof.
- D. **LEA Status.** The Charter Board shall operate the Charter School as a Local Education Agency (“LEA”) with respect to NCLB, to Child Find pursuant to 22 Pa. Code §14.121, and to the provision of special education services under IDEA.
- E. **Transportation.** The School District shall provide transportation services to the students enrolled in the Charter School in accordance with 24 P.S. § 17-1726-A and any guidance issued by the Department of Education during the Term of this Charter.
- F. **Review of Parental Complaints.** The Charter School shall establish a procedure for reviewing parental complaints regarding the operation of the Charter School.
- G. **Child Accounting Procedures.** The Charter School shall follow the child accounting procedures set forth in 24 P.S. §13-1332.
- H. **Student Accounts.** The Charter Board shall adopt and implement policies and procedures which provide for the handling by the Charter School, as a trustee for the benefit of the Charter School’s students for educational purposes, of any funds associated with the activities of the Charter School’s student groups, associations or organizations.
- I. **Health Service.** The Charter School shall adopt and implement a plan for providing school health services that complies with 24 P.S. §14-1401 *et seq.* of the Public School Code and other Applicable Laws.
- J. **Management Contracts.** Prior to the execution of any agreement for the management or operation of all or substantially all of the Charter School’s functions, or all or substantially all of the Charter School’s instructional, curricular and senior administrative functions, including without limitation, special education or behavioral support services (any such agreement, a “Management Agreement”), the Charter Board shall submit a true, correct and complete copy of the proposed Management Agreement in a form satisfactory to the School District.
- K. **Charter Board Membership, Meetings.**

1. The Charter Board shall post and maintain in a public or common area of the Charter School, a true, correct and current list of the names of the individual members of the Charter Board. The Charter Board shall promptly and regularly revise such list to reflect any changes in the membership of the Charter Board. The Charter Board shall give notice to the School District (as provided in Section XVIII.M. below) of the names, addresses (including email addresses) and telephone numbers of the individual members of the Charter Board, and shall promptly and regularly give the School District notice of any changes in the membership of the Charter Board.
 2. The Charter Board shall prior to the commencement of the academic year of the Charter School (i) adopt and duly publish in accordance with Applicable Law the schedule for regular meetings of the Charter Board; (ii) conspicuously post or cause to be posted in a public or common area of the Charter School a true, correct and complete copy of its duly adopted schedule of regular meetings for such academic year; and (iii) give notice to the School District of its duly adopted schedule of regular meetings for such academic year. The Charter Board shall immediately upon the approval or calling of any special or emergency meeting of the Charter Board, conspicuously post or cause to be posted in a public or common area of the Charter School a true, correct and complete copy of all notices or other acts scheduling any such special or emergency meeting of the Charter Board.
- L. **Charter School Facilities.** The Charter School shall operate a charter school only at the John B. Stetson Middle School, 3200 B Street, Philadelphia, PA 19134. The Charter School shall not suspend or terminate operations at the School nor relocate from the School without prior approval by the SRC by resolution.
- M. **Confidential and Proprietary Information.** The Charter School shall keep in strictest confidence all information acquired in connection with or as a result of this Charter as required by Applicable Law.
- N. **Publication Rights.** The Charter School agrees with regard to publication of reports, studies, or other works, if any, developed during the Term of this Charter, or as a result thereof, that the publication thereof will not contain information supplied to the Charter School by the School District which is confidential, or which identifies students, employees or officers of the School District by name without first obtaining their written consent. Title to and the right to determine the disposition of any copyrights and copyrightable materials first produced by the Charter School as a result of performance of this Charter shall remain with the Charter School.
- O. **School Advisory Council.**
1. The Charter School acknowledges that to facilitate community involvement throughout the Renaissance Schools process, a School Advisory Council was formed for each of the schools in the Renaissance Schools, including the School. The Charter School acknowledges that Advisory Council members will serve as

liaisons between the School District, communities, and the Charter School to ensure that Renaissance Schools offer high quality educational options that are aligned with the community's needs and interests.

2. The Charter School agrees to work with, and address the concerns of, the School Advisory Council for the School during the Term of Charter. The Applicant acknowledges and agrees that the SRC may revoke or not renew the Charter if the School Advisory Council approves a resolution during the fourth year of the Term but no later than January 15, 2015 by a majority vote stating that the School Advisory Council is not satisfied with the performance of the Charter School or wants the School to return to School District management at the end of the initial five-year term. The School Advisory Council resolution will articulate the reasons for such dissatisfaction or readiness to return the School to the School District.

ARTICLE V. CURRICULUM

A. Education and Curriculum Plan.

1. The Charter School shall implement a complete educational program and curriculum ("Educational Plan") which is described generally in the Application.
2. The Charter School shall provide for the management, administrative services and professional staff training and technology to implement the Educational Plan, and shall have the discretion to determine textbooks, supplies, equipment and technology necessary therefor.
3. The Charter School shall be solely responsible for the costs of providing textbooks, supplies, equipment, technology and the like.
4. The Educational Plan may be amended from time to time by the Parties upon agreement in writing.
5. The Educational Plan shall prepare students at the Charter School for participation in the Pennsylvania System of School Assessment (the "PSSA") as provided for in 22 Pa. Code Ch. 5 (relating to curriculum), or subsequent regulations promulgated to replace or amend 22 Pa. Code Ch. 5, in the manner in which the School District is scheduled to participate.

B. Special Education.

1. The Charter School, as a LEA, shall provide appropriate special education services in accordance with Applicable Laws, to all students enrolled in the Charter School.

2. The Charter School shall comply with the “Provision of Special Education Services to Charter School Students: Guidelines,” a copy of which is attached hereto as Exhibit E-3 and incorporated as if fully set forth herein.
3. Emotional Support Services Program
 - (a) The Charter School agrees to work with the School District to serve Philadelphia public school students in need of Emotional Support services (“ES Program”) whether or not such students live in the Attendance Zone (as defined in Paragraph VI.B.1.). The Charter School acknowledges and agrees that in considering a placement for a student in need of Emotional Support, the School District considers factors such as: least restrictive environment, appropriateness of program, caseload limits and transportation time. The Charter School agrees that if such factors support the School District recommending the Charter School as an option for parent consideration, the School District (i) may recommend the Charter School as an option to the student’s parents or guardians; (ii) shall inform the parent or guardian that the Charter School is a neighborhood charter school with a neighborhood admissions policy pursuant to the Renaissance Schools Policy and the Application, but that the student may enroll even if he or she does not live in the Attendance Zone (as defined in Paragraph VI.B.1.); and (iii) shall request that the parent or guardian agree in writing to accept or reject the School District’s recommendation of the Charter School as an option as an appropriate school to provide Emotional Support services to the student.
 - (b) If a parent or guardian decides that the student should attend the Charter School, the Charter School agrees to enroll the student and to keep the student enrolled even if the student’s level of service changes, unless the parent or guardian withdraws the student. The Charter School shall treat all students in need of Emotional Support as students living within the Attendance Zone (as defined in Paragraph VI.B.1.) for accountability purposes.
 - (c) Notwithstanding Paragraph V.B.3.a., at no point in time during the Term shall the Charter School enroll more than the following in the ES Program, pursuant to Department of Education regulations:
 - (i) Emotional Support: 50 Itinerant and 20 Supplemental
 - (d) In order to track caseloads in the ES Program, the Charter School agrees that it shall notify the School District in writing prior to placing students in the ES Program.
 - (e) Since the Charter School has agreed to provide the ES Program and has agreed to enroll students requiring Emotional Support services whether or not the students live in the Attendance Zone, if the IEP teams determine

that a student requires transportation as a related service and the student's IEP specifies unique transportation requirements for that student (i.e., bus attendant, 1-to-1 supervision, door-to-door accommodations, cab service, etc.), solely under this ES Program, the School District shall pay for the basic transportation costs and the unique transportation requirements.

4. The Charter School agrees to notify and provide copies of student evaluations or re-evaluations to the School District prior to recommending any student to an out-of-Charter School program, such as an approved private school, and agrees to annually provide to the School District a list of all students enrolled in the Charter School who are attending out-of-Charter School programs. The Charter School further agrees that if a student is in the highest grade at the Charter School, and the Charter School is recommending a more restrictive environment for the student, the Charter School shall notify the School District of the recommendation.

- C. **English Education of English Language Learners.** The Charter School shall provide appropriate services, in accordance with Applicable Laws, for students who are English Language Learners ("ELL's").

ARTICLE VI. STUDENT ENROLLMENT

- A. **Student Enrollment.** The Charter School may enroll students in grades 5 through 8 with a maximum of one thousand thirty-one (1031) students. Under no circumstances may the Charter School enroll more students or enroll students in different grades without SRC approval by resolution.

- B. **Student Admissions.**

1. Pursuant to the Renaissance Schools Policy, RFP 260 and the Application, the Charter School shall enroll all students who reside in the Stetson School catchment area, as may be revised by the School District during the Term of the Charter ("Attendance Zone") and as delineated on the map attached hereto as Exhibit G and made a part hereof. The Charter School may not enroll any students who live outside the Attendance Zone, except as provided in Section V.B.3.
2. In the event that the enrollment at the Charter School on April 15, 2012 is at least twenty-five (25) students less than the enrollment at the Charter School on October 31, 2010, the Charter School may submit a written request to the School District by May 1, 2012 to modify the Attendance Zone. The Charter School will be required to complete an attendance zone modification package which shall be developed by the School District. After review of the attendance zone modification package, the School District shall determine in its sole discretion whether to modify the Attendance Zone. Any modifications to the Attendance Zone shall only involve additions of contiguous areas to the current Attendance Zone.

3. The Charter School may not exclude students based on race, color, familial status, religious creed, ancestry, sex, national origin, handicap or disability.
4. The Charter School shall enter into the School District Computer Network, or such successor system as the School District may elect in its discretion to implement hereafter ("SCN") the names and addresses of all students who voluntarily or involuntarily transfer out of the Charter School within five (5) business days of the date of the transfer.
5. The Charter School shall adopt and submit to the School District an admissions policy that complies with the Renaissance Schools Policy, RFP 260 and the Application.
6. The Charter School shall submit Enrollment Forms to the School District for each student enrolled in the Charter School within ten (10) days after receipt by the Charter School. Each student's Enrollment Form shall be signed by his or her parent(s) or legal guardian(s).
7. The Charter School acknowledges and agrees that neither the School District nor the Commonwealth of Pennsylvania shall have any obligation whatsoever to provide any funding in excess of the amount derived from the enrollment limits set forth in this Charter.

C. **Accounting for and Recording Student Enrollment and Attendance.**

1. The Charter School shall be responsible for accounting for enrollment and disenrollment, including withdrawals and expulsions, and shall report such data to the School District via the SCN. Subject to 17-1729-A of the Charter School Law, failure to provide timely and accurate student enrollment data may result in revocation of this Charter.
2. All Enrollment Reports will be disaggregated such that the School District will be able to determine enrollment by factors such as race, family income (to the extent practicable), ELL status and special education exceptionality.
3. The Charter School acknowledges and agrees that it will not charge any fees or costs associated with or in connection to student admissions or enrollment to the School District, any parent, any student or any other person or entity.
4. The Charter School shall provide to the School District verified attendance information through the SCN or in another electronic form on a monthly basis on or before the 15th of each month for the prior month. If such attendance information is not provided through the SCN, the Charter School shall provide such attendance information in electronic form by email to the Charter School Office.

D. **Truancy.** The Charter School shall comply with all Applicable Laws regarding truancy. The Charter School shall report to the School District in electronic format by email all

unexcused absences of any duration greater than three (3) days to the School District within two (2) business days. The Charter School shall submit to the School District a report for any student after ten (10) consecutive days of unexcused absence, and any such student shall be terminated from enrollment at the Charter School after said ten (10) consecutive days of unexcused absence. The Charter School and the School District acknowledge and agree that the School District, not the Charter School, bears responsibility for enforcement of truancy laws to the extent provided in Applicable Law. A student whose enrollment at the Charter School terminates for unexcused absence becomes the responsibility of the School District to the extent provided under the laws applicable to truancy and compulsory school attendance, and as regards return to attendance at a school other than the Charter School, provided that the Charter School has discharged its duties under this subparagraph VI.D. Whether a child terminated from enrollment at the Charter School for unexcused absences may re-enroll at the Charter School shall be determined by the Charter School in its discretion based upon such circumstances and policies, subject to Applicable Law, including the Charter School Law, as the Charter School and the Charter Board, as the case may be, then deem relevant.

E. **Student Withdrawals, Suspensions and Expulsions.**

1. The Charter School shall establish a suspension and expulsion policy that is in compliance with the Application and Applicable Laws. The Charter School acknowledges and agrees that it has adopted and will follow the School District's current Code of Student Conduct.
2. The Charter School shall provide the School District with an annual report containing the names and addresses of all students who are expelled and the reason for each expulsion consistent with the Code of Conduct. This list shall be included in the Annual Report required by this Charter and Applicable Laws.
3. The Charter School shall provide the School District with an annual report containing the names and addresses of all students who withdrew during the school year and information about the student's new school, if available.
4. If any student was expelled or withdrew from the Charter School as a result of an Act 26 weapons violation, 24 P.S. § 13-1317.2, the Charter School shall provide to the School District the student's name and documentation related to the incident within two (2) days after the student is expelled or withdraws

- F. **PDE-361 Enrollment Form.** The Charter Board agrees to provide the School District with a copy of the Charter School's PDE-361 Enrollment Form at the same time it is submitted by the Charter School to the Secretary.

ARTICLE VII. PERSONNEL

A. Personnel.

1. The Charter Board shall be responsible for hiring, firing, supervising and disciplining Charter School staff and shall be responsible for employee relations.
2. Charter School instructional professional staff, including but not limited to the Chief Academic Officer or Principal (as the case may be), teachers and other professional instructional staff shall be direct employees or direct independent contractors of the Charter School; that is, such professional instructional staff may not be employees or independent contractors of management or educational management entities, including but not limited to any entity functioning under a Management Agreement.
3. Charter School staff shall be subject to the terms and conditions of employment as established by the Charter Board, including the determination of wages, hours and other conditions of employment.
4. In the event the Charter School dismisses a teacher who is on an approved leave of absence from the School District for the purpose of teaching in the Charter School, the Charter Board shall provide the School District with the following: (1) a written explanation detailing the reasons for the dismissal at the time the dismissal occurs; (2) a list of any witnesses who were relied on by the Charter School in dismissing the teacher; (3) a description of and access to any physical evidence used by the Charter School in dismissing the teacher; and (4) a copy of any record developed at any dismissal proceeding conducted by the Charter School.

B. Licensure and Qualifications of Staff.

1. The Charter School shall ensure that all staff utilized in providing educational services at the Charter School have all necessary licenses, certifications and credentials required by this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement under the Charter School Law and the one hundred percent (100%) highly-qualified teacher ("HQT") requirement under the NCLB.
2. Personnel of the Charter School who provide special education or related services to children with disabilities shall have appropriate certification as required by Applicable Laws.

C. Background Clearance and Criminal History Checks.

1. The Charter School shall ensure that any personnel who may have direct contact with students shall be required to submit Pennsylvania State Police and federal criminal history record information prior to being offered a position with the Charter School, in accordance with 24 P.S. §1-111. This provision shall also

apply to individuals who volunteer to work at the Charter School on a part time or full time basis.

2. The Charter School shall ensure that all applicants for a position shall be required to submit the official clearance statement regarding child injury or abuse from the Department of Public Welfare prior to being offered a position with the Charter School, in accordance with 23 Pa. C.S. Ch. 63 Subch. C.2. This provision shall also apply to all others to the extent required by Applicable Law.

ARTICLE VIII. STUDENT RECORDS

- A. Except as limited by Applicable Law, and as required under 17-1728-A of the Charter School Law, the Charter School shall, with respect to each student enrolled in the Charter School, maintain and make available to the School District within ten (10) days after receipt of a request (which need not take the form of notice under Article XVIII., Section M. below) therefor, or such shorter period as may be provided under Applicable Law, all information required by the School District, including but not limited to: academic performance, demographic information (to the extent practicable), attendance, transfers, report cards, standardized test results, special education, truancy, disciplinary matters and health, at such times, in such reasonable format or formats, and by such reasonable means as the School District requires of its own public schools according to School District policies. If the School District requires any of such information at a time, in a format or by a means not specified in School District policy, the School District shall make a request (which in the discretion of the School District may, or may not, take the form of notice under Article XVIII., Section M. below) to the Charter School therefor, stating with reasonable specificity the information required from the Charter School, and the Charter School shall have not less than forty-five (45) days from the date of such request to comply with said request for information, or such shorter period as may be provided under Applicable Law. To enable the Charter School to accumulate, maintain and furnish such information, the School District shall give to the Charter School access to the SCN. The School District and the Charter School each mutually covenant and agree to cooperate in a reasonable manner as to notices, timely response, expense of copying and delivering records, formats of reports and other pertinent matters, in order to facilitate timely exchange of the records and information required under this subparagraph, subject in any event to 17-1728-A of the Charter School Law.
- B. Except to the extent expressly waived by the School District and, as applicable, state or federal authorities, the Charter School shall comply with all Applicable Laws concerning the maintenance and disclosure of student records.
- C. The Charter School shall adopt a policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12. Such policy shall include provisions (i) on the disposition of student records in the event the Charter School's charter is not renewed or is revoked and (ii) on the maintenance of student records after a student graduates from the Charter School. Additionally, such policy shall provide that upon transfer of a student from the Charter School to another school within

the School District, the Charter School will forward such student's records expeditiously and in accordance with the School District's reasonable instructions.

- D. The Charter School shall comply with all federal student record requirements as outlined in 20 U.S.C. 1232g and the regulations promulgated there under, 34 C.F.R. Part 99 et seq. (commonly known as the Family Educational Rights and Privacy Act or "FERPA"), and in the IDEA regulations, 34 C.F.R. Part 300 et seq. The School District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled access to education records pursuant to FERPA. The Charter School, its officers and employees, shall comply with FERPA at all times.
- E. The School District will make available to the Charter School for review any existing copies of student records in its possession which pertain to any students who enroll in the Charter School, including academic records, disciplinary records, Individualized Education Programs ("IEPs") and previous standardized test scores promptly after execution of this Charter and prior to the commencement of each successive academic year. The School District shall maintain its existing records for such period as may be required under any Applicable Law or under applicable School District records retention policies, whichever is the longer, at the School District's expense. The Charter School shall ensure that the information required by the SCN is properly maintained and provided by the Charter School's staff in the manner and at the times required by the School District.

ARTICLE IX. TESTING, REPORTS AND ASSESSMENTS

- A. **Standardized Tests.** The Charter School shall administer all required federal, state and local standardized tests in compliance with all Applicable Laws. The Charter School shall provide classroom instruction which shall include, but not be limited to, instruction on the essential knowledge and skills necessary to achieve course completion or course credit, including end of course examinations (if required by the School District), and passing scores on TerraNova, PSSA, and PASA (Pennsylvania Alternative State Assessment) where applicable, and all other tests and exams required by Applicable Laws.
- B. **Student Academic Assessments.** The Charter School shall administer the School District's city wide academic assessments and meet performance standard and performance targets associated with the academic components of the School District's city-wide academic accountability systems. The Charter School agrees to adopt the most current version of assessments and to participate in accountability systems applicable to all School District schools, including without limitation, Acuity assessment tests. The Charter School agrees to participate in the School District's annual reporting systems, including without limitation, the School Report Card and the School Performance Index. Accountability measures for the Charter School are set forth in RFP 260 and in the Application. The Charter School has agreed to certain specific performance targets during the Term of the Charter. Such specific performance targets are attached to and made a part of the Applications and which are set forth in Exhibit H attached hereto and made a part hereof.

- C. **School District Surveys of Charter Schools.** The Charter School understands that the School District may conduct surveys of charter school administrators, teachers, students and parents as part of efforts to collect information on charter school programs. The Charter School agrees to participate in and to work cooperatively with the School District on such efforts.
- D. **Charter School Annual Reports.** By August 1st of each year, the Charter School shall submit through the Pennsylvania Department of Education website or such other means required by Pennsylvania Department of Education the Charter School's complete Annual Report completed in accordance with Applicable Laws, including but not limited to 24 P.S. §17-1728-A and 22 Pa. Code §711.6, in the form prescribed by the Secretary. The Charter School shall also, upon written request made by the School District, provide the School District with any other records the School District, in its sole and absolute discretion, deems necessary to properly assess the performance and operations of the Charter School. If not prescribed by the Secretary, each annual report shall include the following documentation, information and data: (i) copies of all insurance declaration pages for all insurance coverages required under this Charter; (ii) copies of building code or safety certificates; (iii) annual student suspension and expulsion data, including but not limited to the full name and address of each expelled student; (iv) the schedule of Charter Board meetings for the ensuing academic year; (v) copies of all policies and manuals pertaining to students and parents, and any revisions thereto, not previously delivered to the School District; and (vi) a copy of the independent financial audit required under 24 P.S. § 17-1719-A and 24 P.S. § 4-437 by October 15, or such other date as may be specified by the Commonwealth for submission to the Commonwealth of the Charter School's Annual Report.

ARTICLE X. ACCOUNTABILITY

- A. To the extent that the Charter School must under the provisions of NCLB or other Applicable Law submit to any Commonwealth or federal agency an accountability plan (any such plan, an "Accountability Plan"), then, not later than the date which is thirty (30) days after the submission of said Accountability Plan to the agency requiring it, the Charter Board shall submit to the School District a true, correct and complete copy of its Accountability Plan. The Charter School is required to comply with NCLB and must submit to the School District any and all school improvement plans, corrective action plans and any other improvement plans.
- B. Except as may be restricted or directed by Applicable Law or as may be reasonably requested by the Charter School, the School District may treat student information it receives from the Charter School pursuant to this Charter as public information.
- C. The Charter School acknowledges and agrees that failure to meet, in all material respects, the accountability criteria specified in this Charter, in whole or in part, constitutes grounds for nonrenewal or revocation of this Charter:

1. Governance and Management.

a. The Charter Board shall implement the provisions for publication of Board members names and the current year regular meeting dates as specified in Art. IV, Sec. K.

b. The Charter Board shall adopt policies regarding petty cash management and other internal controls, employment of relatives, admissions procedures, promotion and graduation criteria, parent and public engagement, and due process procedures for student expulsions and staff terminations.

c. The Charter Board agrees to maintain a record of its meetings and decisions consistent with the Sunshine Act and the Pennsylvania Nonprofit Law.

d. The Charter Board shall adopt policies mandating (i) that the health benefits for employees will be the same as those of School District employees and (ii) that all employees shall be enrolled in the Public School Employee's Retirement System, in accordance with 24 P.S. § 17-1724-A

2. Operations.

a. The Charter School shall submit a complete Annual Report on the Pennsylvania Department of Education website on or before August 1st of each year.

b. The Charter School shall maintain (i) the teacher certification level at 75% for *each* year, including special education and administrative certificates, as required by the Charter School Law; and (ii) the one hundred percent (100%) HQT requirement under NCLB.

c. The Charter School shall obtain FBI, criminal background and child abuse clearances for all staff members prior to employment by the Charter School, in accordance with Applicable Laws.

d. The Charter School shall report daily attendance and student dismissals within ten (10) days after occurrence, as required by the Charter School Law.

e. The Charter School shall provide student support services, including without limitation, counseling, health services, and behavioral interventions, consistent with the provision of an optimal learning environment.

3. Program.

a. The Charter School agrees to use its best efforts to achieve AYP and the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure consistent with the Pennsylvania Department of Education’s Accountability System pursuant NCLB for each year during the five (5)-year Term of this Charter.

b. The Charter School agrees to fully implement and properly document academic programming and services for special education students and for ELL students, as required by the Pennsylvania Department of Education.

c. The Charter School agrees to meet the specific performance standards set forth in the Application and attached hereto as Exhibit H.

d. The Charter School agrees to participate in the School District’s annual performance indicator systems, including without limitation the School Report Card and the School Performance Index, and to provide required information to produce results for the systems. The Charter School understands that any such performance indicator system may be used as one factor to assess the Charter School’s academic performance during the Term.

e. The Charter School agrees to participate in School Quality Reviews as set forth in the Application and attached hereto as Exhibit H.

4. Financial Accountability.

a. The Charter School agrees to cooperate fully with all School District audits of the Charter School.

b. The Charter School agrees to provide annually to the School District an independent audit no later than six (6) months after the close of each of its fiscal years.

c. The Charter School agrees to complete Addendum B (Preliminary Statement of Revenues, Expenditures and Fund Balances) as a part of the Annual Report.

d. The Charter School agrees to seek health services reimbursements as well as non-resident student reimbursements in a timely manner.

e. The Charter School agrees that it shall pay to the School District, within sixty (60) days after receipt of written notice from the School District, all monies paid to the Charter School by the School District for resident and for non-resident students who (i) have left the school but who have been carried on the school rolls for longer than ten (10) days, (ii) who reside outside of Philadelphia, or (iii) who are identified on the SCN as special education students but who do not have a legally sufficient IEP or NOREP.

ARTICLE XI. BOOKS, RECORDS, AUDITS AND ACCESS

- A. **Maintenance of Books and Records.** The Charter School shall keep accurate and complete books and records of all funds received hereunder in accordance with generally accepted accounting principles, or in such other format and under such other generally applicable standards as may be duly designated by the Pennsylvania Department of Education, subject to the limitations of the Charter School Law. The Charter School shall maintain its records at one central location and shall maintain and preserve the records and all other documentation relating to this Charter for a period of six (6) years from the end of the Term. The Charter School shall cooperate with the School District in supplying information and or documentation based on specific issues communicated to the Charter School in advance to the School District or its representatives, in the form and format used by the School District, when needed in order for the School District to meet its reporting obligations under Applicable Laws.
- B. **Audit.** The Charter School shall conduct an annual audit in accordance with the requirements of Article 24 of the Public School Code.
- C. **School District Access.** The Charter School shall provide ongoing access to the records and facilities of the Charter School to ensure that the Charter School is in compliance with this Charter and the Charter School Law and that requirements for testing, civil rights and student health and safety are being met. The School District reserves the right to audit the Charter School's books, records, facilities and operations.

ARTICLE XII. FUNDING

- A. The School District shall make monthly payments to the Charter School in accordance with the funding method described in 24 P.S. §17-1725-A.
- B. In the event that the School District has, at any time, paid the Charter School more than the sums due under this Charter or under 24 P.S. §17 – 1725-A, the School District shall withhold the amount of overpayment from the subsequent monthly payment or payments to be provided to the Charter School until the School District has recovered the full amount of any such overpayment.
- C. All payment obligations by the School District hereunder shall be unsecured obligations of the School District and the Charter School shall have no lien, security interest, claim or right to any revenues, receipts, accounts or income of the School District whether paid or payable to the School District.
- D. The Charter School shall adopt procedures that comply with the “Required Financial Procedures” attached hereto as Exhibit I and incorporated as if fully set forth herein.
- E. The Charter Board shall pay to the School District an amount for each Charter School student's participation in the School District's extra-curricular activities, in accordance with a fee schedule to be established from time to time by the Parties.

ARTICLE XIII. TECHNOLOGY.

- A. The School District will provide all necessary software (“Technology”) and training to permit the Charter School to have access to the SCN.
- B. The Charter School shall take all necessary steps and precautions to safeguard the Technology from damage, destruction, misuse and theft, and shall maintain appropriate insurance protecting the Technology against damage, destruction, misuse and theft.

ARTICLE XIV. INSURANCE

A. **Insurance Requirements.**

1. Insurance Requirements.

All insurance policies required hereunder shall be maintained in full force and effect for the Term of this Charter. Each policy shall contain the provision that there is to be thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A Certificate of Insurance evidencing all insurance coverages as outlined below, shall be provided to the School District for review, seven (7) working days prior to the execution of this Charter. Within thirty (30) days of the Effective Date, certified copies of all insurance policies required by this Charter shall be delivered to the School District for review. The insurance companies indicated as the carriers on the Certificates of Insurance, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an A.M. Best rating of no less than “A:VIII,” and the carriers shall be acceptable to the School District. The School District and the SRC shall be named as Additional Insureds, ATIMA, with respect to all coverages, except Workers’ Compensation. The Charter School’s liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the SRC and School District and its officers, employees and agents, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District’s officers, employees and agents and the SRC and any of its members.

- 2. The Charter School shall maintain the following insurance policies in full force during the term of this Charter:

(a) **Commercial General Liability:**

Commercial General Liability coverage, on an occurrence basis, including Contractual Liability, with limits not less than the following: (a) \$2,000,000 General Aggregate (including bodily injury, or property damage or both); (b) \$2,000,000 Products – Completed Operations Aggregate; (c) \$1,000,000 Per Occurrence; (d) \$1,000,000 Personal and Advertising Injury; (e) \$1,000,000 Fire Damage or Fire Legal Liability; and \$10,000 Medical Expense (any one person).

(b) **Automobile Liability:**

Automobile coverage with limits not less than the following: \$1,000,000 Combined Single Limit for bodily injury and property damage for all owned autos and/or hired / non-owned autos.

(c) **Workers' Compensation and Employers Liability:**

(i) Workers' Compensation coverage for its employees with limits not less than the statutory limits for the Commonwealth of Pennsylvania.

(ii) Employer's Liability: \$500,000 Each Accident–Bodily Injury by Accident; \$500,000 Each Employee-Bodily Injury by Disease; and \$500,000 Policy Limit-Bodily Injury by Disease. Other states insurance including Pennsylvania.

(d) **Excess /Umbrella Liability:**

The Charter School shall maintain Excess / Umbrella Liability coverage in an amount not less than 5,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the Charter unless a separate 5,000,000 limit is maintained for Professional Liability.

(e) **Professional Liability/Educators Liability/ Malpractice/Errors and Omissions Insurance.**

Professional Liability/Educators Liability / Malpractice/Errors and Omissions Insurance with limits not less than the following: (a) \$1,000,000 General Aggregate; (b) \$1,000,000 Per Occurrence. The Charter School shall obtain a Sexual Molestation and Child Abuse Endorsement.

(f) **Directors and Officers Liability and Employment Practices Liability:**

The Charter School shall maintain Directors and Officers Liability and Employment Practices Liability Insurance in an amount not less than \$1,000,000.

3. No effect on Indemnity Obligations:

The insurance requirements set forth in this Charter are not intended and shall not be construed to modify, limit or reduce the indemnification obligations set forth below or limit the Charter School's liability to the limits of the policies of insurance required to be maintained hereunder.

ARTICLE XV. TERMINATION

A. Termination, Nonrenewal or Revocation of Charter.

1. Revocation or Nonrenewal. The School District reserves the right to not renew this Charter at the end of the Term or to revoke this Charter at any time during the Term in accordance with 24 P.S. §17-1729-A and Applicable Laws.
2. Mutual Written Agreement. This Charter may be terminated by mutual written agreement prior to the expiration of the Term, which agreement shall state the effective date of termination. The Charter School and the School District agree that unless the safety and health of the students and or staff is otherwise threatened, the effective date of termination by mutual agreement will be at the end of a semester or academic year.

- B. **Disposition of Assets upon Revocation or Termination:** After the disposition of any liabilities and obligations of the Charter School, any remaining assets of the Charter School shall be distributed on a proportional basis to the school entities (as defined in 24 P.S. § 17-1703-A) with students enrolled in the Charter School for the last full or partial school year of the Charter School.

ARTICLE XVI. INDEMNIFICATION

A. Indemnification.

1. The Charter School hereby agrees to indemnify and hold harmless the School District, the Board of Education, the SRC, and any governing body authorized to carry out the terms, supervise, or have any control over of this Charter, and their respective members, designees, agents, directors, employees and representatives (“the Indemnified Parties”) and, at the option of the School District, defend by counsel approved by the School District in its sole discretion (provided that the cost to the Charter School of such School District counsel shall not exceed the rates then generally paid by the School District to its outside counsel handling comparable matters on behalf of the School District) from and against any and all claims, liabilities, demands, costs, charges, liens, expenses, actions, causes of action, lawsuits, administrative proceedings, (including informal proceedings), investigations, audits, demands, assessments, adjustments, settlement payments, deficiencies, penalties, fines, interests, judgments and or executions, (including without limitation reasonable expenses of investigation, legal fees, and court costs) past and present, known, and unknown, suspected or unsuspected, asserted, or unasserted, in contract, tort, statutory, constitutional, equity or common law, whether or not ascertainable at the time of the execution of this Charter which arise out of the willful or negligent act or omission of the Charter Board, the Charter School or any member, officer, director, employee or agent thereof, or out

of any misfeasance, malfeasance or nonfeasance of the Charter School, the Charter Board or its or their members, officers, directors, employees or agents.

2. The Charter School, for itself, the Charter Board, and the Charter School's members, officers, directors, employees and agents, hereby irrevocably waives and releases any right of or claim for contribution or in recoupment from the SRC or the School District with respect to any claims, liabilities, demands, etc. covered by subparagraph XVI.A.1 above.
 3. The Charter School agrees that the indemnification obligation in this Charter shall survive any termination, expiration or revocation of this Charter.
 4. The Parties agree to cooperate fully with one another in responding to any allegation, claim, lawsuit, administrative action, investigation, audit or demand arising out of this Charter. This obligation shall survive the termination of this Charter and revocation of the Charter. The Charter School and School District agree to notify one another if either Party receives notice of such a matter by providing a copy of the relevant document to the other Party.
- B. School District Statutory Immunity. Any other provision of this Charter to the contrary notwithstanding, the School District, its officers, employees and agents and the members of the School Reform Commission and the Board of Education retain their statutory governmental, official and any other immunity provided pursuant to the laws of the Commonwealth of Pennsylvania, including under 42 Pa. C.S.A. §§ 8501 and 8541 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or for its officers, employees, agents and the members of the School Reform Commission and Board of Education any other defenses or immunities available to it or any of them.

ARTICLE XVII.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

- A. **Certification.** By signing this Charter, in addition to binding itself to the terms and conditions of this Charter, the Charter Board and the Charter School hereby certify for themselves, their principals and including, without limitation, their affiliates, if any, that none of them are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing services under any other contract, bid, request for proposals or other governmental contracting opportunity by any federal government department, agency or instrumentality, or any Commonwealth of Pennsylvania department, agency or instrumentality, including any other School District in the Commonwealth of Pennsylvania, or by The City of Philadelphia.

- B. **Notices.** In the event the Charter School is unable to certify to any of the statements in the above certification, the Charter School shall provide **an immediate written explanation** to the School District representative named in Article XVIII, Paragraph M (Notices) of this Charter. The Charter School shall provide **immediate written notice** to the School District representative named in Article XVIII, Paragraph M of this Charter if at any time, during the term of this Charter, the Charter School learns that the above certification was erroneous when the Charter School signed this Charter or subsequently became erroneous by reason of changed circumstances.
- C. **Reimbursement of Costs.** If the Charter School is unable to certify to any statements in the above certification, or has falsely certified, then in that event the Charter School shall reimburse the School District for any and all reasonable costs incurred by the School District as a result of any investigation by the School District, the federal government or the Commonwealth of Pennsylvania concerning the Charter School's compliance with the terms and conditions of this Charter that results in the debarment or suspension of the Charter School.
- D. **Compensation.** If the compensation paid to the Charter School is derived from federal government or Commonwealth of Pennsylvania grant funds, the Charter School must bill the School District for any outstanding compensation owed to the Charter School within thirty (30) days after the ending date of this Charter. In the event the Charter School does not bill the School District for the balance of any compensation within said 30 day time period, the School District, in its sole discretion, reserves the right to withhold payment of the balance of the compensation to the Charter School because of the unavailability of federal government or Commonwealth of Pennsylvania funds, in which event the School District shall not be liable to the Charter School for the balance of the compensation.
- E. **Survival.** This Article XVII shall survive termination of this Charter.

ARTICLE XVIII. MISCELLANEOUS

- A. **Applicable Law.** This Charter shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict-of-law doctrines of said jurisdiction to the contrary and without aid of any canon, custom or rule of law requiring construction against the draftsman.
- B. **No Waiver.** No waiver of any provision of this Charter shall be construed to be a waiver of any breach of any other provision and no delay in acting with any regard to any breach of any provision shall be construed to be a waiver of any such breach.
- C. **Venue.** The Charter School and the School District agree that with respect to any suit, claim, action or proceeding relating to this Charter, other than a proceeding involving the State Charter School Appeal Board (24 P.S. § 17-1703-A), each irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court sitting in Philadelphia, Pennsylvania. With respect to any

suit, action or proceeding related to this Charter, the Charter School (i) waives any objection it may have to the laying of venue in such proceeding brought in any such court; (ii) waives any claim that such proceeding has been brought in an inconvenient forum and (iii) further waives the right to object with respect to such proceeding that such court does not have jurisdiction over the Charter School.

- D. **Assignment.** This Charter may not be transferred or assigned by the Charter School.
- E. **Illegal Activities/Conflict of Interest.** Neither the Charter School nor the Charter Board shall share with or pay to any School District official or employee, and no School District official or employee shall accept, any portion of the funding to the Charter School paid by the School District in connection with this Charter, or any other payment of whatever kind from the School District, except in accordance with the law and School District policy. The Charter School shall disclose to the School District the name(s) of any School District official or employee sharing in the compensation or fee, or otherwise receiving payment of whatever kind with funds received from the School District. Any fees or compensation shared by the Charter School and a School District officer or employee in violation of the law or School District policy shall be recoverable from the Charter School as damages. The Charter School, its staff and members of the Charter Board shall not at any time accept or receive any form of payment, fee, compensation or benefit of any kind whatsoever, including but not limited to, referral or finder's fees, goods or services offered by hospitals, physicians, psychologists or any other healthcare provider for a recommendation or referral of a student to another agency or healthcare provider. The Charter Board and the Charter School hereby represent and warrant that there is no conflict of interest between any other contracts or any other employment or work and its rights and duties under this Charter. The Charter School shall advise the School District if such a conflict of interest arises during the term of this Charter.
- F. **Public Official and Employee Ethics Act.** The Charter School acknowledges that all Charter School trustees and administrators must comply with the Public Official and Employee Ethics Act and that all Charter School trustees and administrators shall submit their completed Statement of Financial Interests forms by May 1st to the Charter School, with copies to the School District.
- G. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the School District or otherwise, may enforce or rely upon any obligation of or the exercise of or the failure to exercise any right of the School District or the Charter School in this Charter. This Charter is not intended to create any rights of a third party beneficiary; except, however, the SRC and its respective members are intended beneficiaries of the indemnification provisions, sovereign, governmental and official immunity, as each may apply, and limitation of liability provisions of this Charter.
- H. **No Personal Recourse.**
1. Any other provision of this Charter or any Addendum or Exhibit to the contrary notwithstanding, the SRC and the School District retain their respective statutory immunity as provided pursuant to the laws of the Commonwealth of

Pennsylvania, 42 Pa. C. S. A. §§8501 and 8541. The Charter School acknowledges that the School District is a local agency, as defined in 42 Pa. C. S. A. §§8501 and 8541 and that the School District does not waive its defense of statutory immunity derived therefrom.

2. No personal recourse shall be had for any claim based on this Charter against any member, official, officer, director, employee or agent, past, present or future of the SRC, Board of Education, the School District or any successor body as such, under any constitutional provision, statute, rule or law or by enforcement of any assessment or penalty or otherwise.
- I. **Appendices and Exhibits.** The parties agree to the terms and conditions of this Charter and the Exhibits that are attached hereto and incorporated herein by reference.
 - J. **Entire Agreement and Modification.** This Charter supersedes all negotiations and all prior agreements, oral or written, between the Parties and their respective representatives and constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Charter may not be amended, modified, supplemented or changed in any respect except by written agreement duly executed and signed by all Parties to this Charter. The recitals set forth in this Charter are hereby incorporated by reference.
 - K. **Severability.** The terms of this Charter are severable. In the event of the unenforceability or invalidity of any one of more of the terms, covenants, conditions or provisions of this Charter under federal state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.
 - L. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impractical or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence or without unusual expense.
 - M. **Notices.** When notices are required under this Charter, they shall be sent by: (a) registered mail or certified mail, return receipt requested; (b) hand delivery; (c) nationally recognized overnight courier service, or (d) facsimile with an original copy delivered by one of methods specified in (a) – (c) above, to the parties at the address set forth below. All notices shall be effective upon receipt, facsimile notice as evidenced by the confirmation thereof provided by the transmitter's machine. All notices shall be addressed as follows:

To the School District: Office of Charter, Partnership and New Schools
Attn: Renaissance Schools Office
The School District of Philadelphia
440 North Broad Street, 3rd Floor
Philadelphia, PA 19130

With a courtesy copy to School Reform Commission
The School District of Philadelphia
440 North Broad Street, 1st Floor
Philadelphia, PA 19130
Attn: Chair

With a required copy to: Office of General Counsel
The School District of Philadelphia
440 North Broad Street, Suite 313
Philadelphia, PA 19130
Attention: General Counsel

To the Charter School: Orlando Rendon
Chief Executive Officer
John B. Stetson Charter School; An
ASPIRA, Inc. of Pennsylvania School
4322 North 5th Street, 3rd floor
Philadelphia, PA 19140

With a required copy to: _____

_____, PA _____ - _____
Attention: _____, Esquire
() _____ - _____

Each party hereto may change one or more of the addresses set forth above for receipt of notices under this Charter, by notice to the other party delivered in the manner set forth in this Section XVIII.M.

- N. **Survival.** Any and all agreements set forth in this Charter which by its or their nature, would reasonably be performed after termination of this Charter, shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Charter shall survive any termination of this Charter.
- O. **Headings.** The headings of the provisions and paragraphs contained herein are intended for convenience of reference only and in no way define, limit or describe the scope or intent of this Charter, nor in any way affect the interpretation of this Charter.

P. **Counterparts.** This Charter may be executed in counterparts, each of which shall be deemed an original and shall have full force and effect as an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Charter the day and year first written above.

THE SCHOOL DISTRICT OF
PHILADELPHIA

APPROVED AS TO FORM:

By: _____
Robert L. Archie, Jr., Esquire
Chair, School Reform Commission

Assistant General Counsel

JOHN B. STETSON CHARTER SCHOOL;
AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL

ATTEST:

By: _____
Name: _____
Chair
Board of Trustees

By: _____
Name: _____
Secretary
Board of Trustees

TABLE OF EXHIBITS

| | | |
|-------------|---|--|
| Exhibit A | - | Request for Proposals No. 260, Renaissance Schools Initiative – Year 1 (“RFP 260”) |
| Exhibit B | - | Aspira of Pennsylvania’s Response to RFP 260 |
| Exhibit C | - | SRC Resolution No. SRC-45, dated June 16, 2010. |
| Exhibit D | - | Required Management Organization of the Board of Trustees and Requirement for Bylaws |
| Exhibit E | - | Statement of Assurances |
| Exhibit E-1 | - | Provision of Special Education Services to Charter School Student Guidelines |
| Exhibit E-2 | - | Performance Targets for Renaissance Schools |
| Exhibit E-3 | - | Provision of Special Education Services to Charter School Students Guidelines |
| Exhibit F | - | Current Charter School Records |
| Exhibit G | - | Attendance Zone Map |
| Exhibit H | - | Charter School’s Specific Performance Targets |
| Exhibit I | - | Required Financial Procedures |

EXHIBIT A

**REQUEST FOR PROPOSALS NO. 260, RENAISSANCE SCHOOLS INITIATIVE –
YEAR 1 (“RFP 260”)**

EXHIBIT B

EXHIBIT C

EXHIBIT D

**REQUIRED MANAGEMENT ORGANIZATION
OF
THE BOARD OF TRUSTEES
AND
REQUIREMENTS FOR BYLAWS**

An affirmative vote of a majority of the members of the Board of Trustees of the Charter School, duly recorded, (“Board of Trustees” or “Board”) showing how each member voted, shall be used in order to take action on the following subjects:

- * School calendar (must include 990 hours or 180 days of instruction for secondary students [grades 7 – 12] and 900 hours or 180 days for elementary students [grades 1 – 6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day or Christmas).
- * Adopting textbooks.
- * Appointing or dismissing charter school administrators.
- * Adopting the annual budget.
- * Purchasing or selling of land.
- * Locating new buildings or changing the location.
- * Creating or increasing any indebtedness.
- * Adopting courses of study.
- * Designating depositories for school funds.
- * Fixing salaries or compensation of administrators, teachers, or other employees of the charter school.
- * Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entitles.

Requirements for the bylaws:

1. The bylaws must contain a provision for “failure to organize or neglect of duty.” Specifically, the bylaws must outline a removal procedure for the failure of a board member to perform his or her duties as outlined in the Charter School Law.
2. No board member shall as a private person engage in any business transaction with the charter school of which he or she is a trustee, be employed in any capacity by the charter school of which he or she is a trustee, or receive from such charter school any pay for services rendered to the charter school.
3. A charter school board of trustees shall have a designated treasurer who shall receive all funds including local, state and federal funds and privately donated funds. The treasurer shall also make payments out of the same on proper orders approved by the board of trustees, signed by the president or vice-president of the board. The treasurer may pay out such funds on orders which have been properly signed without the approval of the board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the board, and by which prompt payment the charter will receive discount or other advantage.
4. Procedures for dismissal of an employee must be contained in the bylaws.

EXHIBIT E
STATEMENT OF ASSURANCES

FOR RENAISSANCE SCHOOLS INITIATIVE CHARTER SCHOOLS

FOR 2010-11

By authorized signature below, the John B. Stetson Charter School; An ASPIRA, Inc. of Pennsylvania School (“Charter School”) hereby agrees that the following terms and conditions shall apply if a charter is granted to the Charter School for the John B. Stetson Middle School, pursuant to the Renaissance Schools Initiative Charter Application as part of Request for Proposals No. 260, Renaissance Schools Initiative – Year 1 (“RFP No. 260”). The Charter School acknowledges and agrees that this Statement of Assurances is incorporated in and made a part of the Renaissance Schools Initiative Charter Application, and the Charter School agrees to abide by all the terms, provisions and requirements of RFP No. 260 with respect to the RFP process and the Turnaround Team selection process, and in the Charter School’s operation of any Renaissance School, if selected. Charter School understands that any material deviation from any of the terms, provisions or requirements of RFP No. 260 or such terms, provisions or requirements set forth below shall be cause for revocation or nonrenewal of a charter by the School Reform Commission (“SRC”) awarded under RFP No. 260:

1. The Charter School will comply with all applicable federal and state laws and regulations and the provisions and requirements of RFP No. 260, notwithstanding any contrary provisions in the Charter School Law.
2. The Charter School will be nonsectarian in all operations.
3. The Board of Trustees of the Charter School (“Charter Board”) shall be authorized to sign a written charter with the School District of Philadelphia (“School District”). The Charter School shall submit to the School District the formal resolution adopted by the Charter Board.
4. The Charter School shall provide a minimum of one-hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level.
5. Prior to employing any individual or engaging any contractor and contractor’s employees who shall have direct contact with students, the Charter School shall ensure that criminal history and child abuse/injury records are obtained and reviewed in compliance with §1-111 of the Public School Code and 23 Pa. C.S.A. subchapter C2, regarding background checks.

6. The Charter School shall provide the School District with access to all of its records and facilities to ensure that the Charter School is in compliance with its written charter.
7. The Charter School shall utilize a management structure that is consistent with the Renaissance Schools Initiative Charter School Application and with Exhibit A: Required Management Organization of the Board of Trustees and Requirements for Bylaws.
8. The Charter School shall enroll and disenroll each student using the School District's School Computer Network.
9. The Charter School shall abide by the performance standards and enrollment requirements set forth in its Renaissance Schools Initiative Charter School Application and in RFP No. 260. The Accountability Section of RFP 260 is attached hereto as Exhibit E-1 and is made a part hereof.
10. The Charter School acknowledges and agrees that during every year of the term of the charter, the Charter School shall meet the performance targets for the JOHN B. Stetson Middle School as set forth in Exhibit E-2 attached hereto and made a part hereof. The Charter School acknowledges and agrees that failure to meet such performance targets for any year during the term of the charter shall be grounds for revocation or non-renewal of the charter.
11. The Charter School agrees to work with, and address the concerns of, the School Advisory Council for the charter school during the term of charter. The Charter School acknowledges and agrees that the SRC may revoke or not renew the charter if the School Advisory Council approves a resolution by a majority vote stating that it is not satisfied with the performance of the Charter School or wants the school to return to district management at the end of the initial five-year term. The resolution will articulate the reasons for such dissatisfaction or readiness to return to the District.
12. The Charter School shall serve all eligible children who reside in the catchment area of the school regardless of whether the child was residing in the catchment area and/or attending the neighborhood school at the time of conversion into a Renaissance School. The Charter School shall adopt an admissions policy that reflects this requirement and shall ensure that there will always be space available for resident students who reside in the catchment area to enroll.
13. The Charter School shall provide evidence that it has incorporated a charter entity as a Pennsylvania nonprofit corporation and that the entity has applied to the Internal Revenue Service ("IRS") for federal tax exemption. The Charter School shall provide to the School District a copy of its federal exemption letter after receipt from the IRS.
14. The Charter School shall submit the following to the School District:
 - a. Employment Verification forms indicating that a sufficient staff with complete and appropriate criminal and child abuse records checks have been hired to serve the actual enrollment of the charter school;

- b. Evidence that the Charter School has obtained the insurance coverages as required by the Charter.
15. The Charter School shall adopt detailed procedures for suspension and expulsion that comply with the Public School Code and the School District Code of Student Conduct.
 16. The Charter School will meet the legal, professional and ethical standards and applicable laws for maintaining school records and confidential student records, and for disseminating information.
 17. The Charter School will follow State child accounting procedures (24 PS § 13-1332).
 18. The Charter School will comply with the Provision of Special Education Services to Charter School Students: Guidelines, attached hereto as Exhibit E-3.
 19. If the Charter School plans to offer food services, federal and state regulations for student participation must be followed.
 20. The Charter School shall adopt a plan for providing school health services that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.
 21. The Charter School shall offer a health benefits package the same as that of the School District, as required in Section 1724-A of the Charter School Law.
 22. The Charter School shall develop a purchasing procedure that addresses a competitive way to purchase goods and services and shall have appropriate board oversight of all spending in the Charter School's bylaws.
 23. The Charter School shall follow the financial procedures listed in Charter School Application Exhibit A: Required Financial Procedures.
 24. The Charter School shall have a plan for regular financial reviews and audits in accordance with Section 1719-A of the Charter School Law. The Charter School shall submit annual reports to the Pennsylvania Department of Education and to the School District by August 1st of every year.
 25. The Charter School shall provide copies of any amendments to the Charter School's Articles of Incorporation or Bylaws to the School District within thirty (30) days after such amendments have been approved by the Charter Board.

Signature of Authorized Representative of Charter School

Date

EXHIBIT E-1

RFP 260, PAGES 13-17

SECTION B(7) -- ACCOUNTABILITY

EXHIBIT E-2

Performance Targets for Renaissance Schools

1. By 2012, Renaissance Schools must have a School Performance Index Ranking (SPI) Ranking equal to or less than an “8,” based on 2008-2009 SPI cut score values for each SPI component.
2. By 2013, Renaissance Schools must have an SPI Ranking equal to or less than a “7,” based on 2008-2009 SPI cut score values for each SPI component.
3. By 2014, Renaissance Schools must have an SPI Ranking equal to or less than a “5,” based on 2008-2009 SPI cut score values for each SPI component.

Utilizing the methodology in the School District’s “*Comprehensive Guide to the School Performance Index*”, the SPI Ranking may be met based on any combination of improvements in SPI components, including PSSA growth, PSSA Achievement, and student/teacher/parent engagement.

If a Renaissance Schools does not meet their Performance Targets for two consecutive years, the SRC may vote to revoke their charter.

EXHIBIT E-3

THE SCHOOL DISTRICT OF PHILADELPHIA Provision of Special Education Services to Charter School Students Guidelines

The following duties will apply to charter schools:

- 1) Each charter school is responsible for providing a free appropriate public education to students with disabilities enrolled in that charter school who have been determined by an Individualized Education Program (IEP) team to require specially designed instruction. The cost of implementing the specially designed instruction will be borne by the charter school. Students provided such services by the charter school and with a valid Nora, CER and IEP will be considered eligible for additional special education payment to the charter school. Charter schools are required to input relevant data to the School Computer Network (valid dates of Nora, CER and IEP) and submit the first page of the IEP to the District. Assuming valid Nora and CER, payments are effective as of the date listed on the IEP.
- 2) Each charter school must ensure full compliance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to child find, identification, and procedural safeguards, including: access to records, appointment of surrogate parents, notice, opportunity for mediation of disputes, the right to a due process hearing, and assurance of the Free and Appropriate Public Education (FAPE).
- 3) Each charter school must ensure that students who are suspected of having disabilities are *properly evaluated and re-evaluated at established intervals required by IDEA, using culture-fair, non-biased assessment tools, by properly certified personnel, adhering to required timelines, and providing required notification to parents.*
- 4) When a student enrolled in a charter school presents a valid and current IEP, and/or the charter school IEP team determines that a student with disabilities requires specially designed instruction, the charter school must ensure that the IEP is implemented in accordance with the IDEA, and reviewed at least annually.
- 5) Charter schools must maintain the confidentiality of personally identifiable information regarding students with disabilities as per the Family Educational Rights and Privacy Act (FERPA) and IDEA.
- 6) The charter school is responsible for providing the names of all students eligible for special education services provided by the charter school along with all other data required for the federal child count. This data is to be submitted electronically through the District's School Computer Network (SCN) no later than November 30 of each year.
- 7) Continuation of the additional special education payment is contingent on the charter school maintaining current and valid IEP, Nora and CER documentation. As stated in Section 1728-A of Act 22 of 1997, the charter school will provide to the School District "ongoing access to records and facilities of the charter school to ensure that the charter school is in compliance with its charter and this Act and that requirements for testing, civil rights, and student health and safety are being met."
- 8) Verification of students' eligibility for the additional special education funding will be based

on the charter school's performance of all necessary procedures relative to the evaluation and re-evaluation for special education services in accordance with the timelines and criteria specified by law.

EXHIBIT F

CURRENT CHARTER SCHOOL RECORDS

Every charter school must maintain the following records (“Current Charter School Records”) on-site at the charter school’s facility and make such Current Charter School records available for inspection by the School District:

1. *Up-to-date Clearances for Every Employee and Volunteer of the Charter School:*
 - Child Abuse Clearances
 - Criminal Record Checks by the Pennsylvania State Police and FBI
2. Student Immunization Records
3. Home Language Survey Results
4. Parent/Student Handbook
5. Statements of Financial Interests for Members of the Charter Board of Trustees and for all administrators (due May 1 of each year)
6. Posted Charter Board of Trustees Meeting Dates, Times and Locations
7. Charter Board of Trustees Meeting Minutes
8. Charter School Bylaws
9. Charter Enrollment Forms for all students enrolled in the Charter School as of the date of enrollment.

EXHIBIT G
ATTENDANCE ZONE MAP

EXHIBIT H

CHARTER SCHOOL'S SPECIFIC PERFORMANCE TARGETS

EXHIBIT I

REQUIRED FINANCIAL PROCEDURES

The treasurer of the charter shall deposit the funds belonging to the charter school in a depository approved by the board and shall at the end of each month make a report to the charter board of trustees of the amount of funds received and disbursed by him or her during the month. All deposits of charter school funds by the charter treasurer shall be made in the name of the charter school.

The board of trustees of a charter school shall invest charter school funds consistent with sound business practice. Authorized types of investments for charter schools shall be:

- * United States Treasury bills

- * Short-term obligations of the United States Government or its agencies or instrumentalities

- * Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided bylaw therefor shall be pledged by the depository.

- * Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the *Commonwealth of Pennsylvania and any of its agencies or instrumentalities backed by the full faith of the Commonwealth*, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.

- * Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. § 80a-1 *et seq.*) as defined in 24 P.S. § 4-440.1 of the Public School Code.

NOTE: All investments shall be subject to the standards set forth in 24 P.S. § 4-440.1 of the Pennsylvania Public School Code.

The school treasurer shall settle annually at the end of the Charter School's regular fiscal year, with the School Reform Commission or its designee, each account that the school may have open with the School District for such fiscal year.

An annual school audit shall be conducted according to the requirements of Article 24 of the Public School Code of 1949 as amended. Charter school boards of trustees shall follow requirements set forth for school boards in this section.

John B. Stetson Charter School;
An ASPIRA, Inc. of Pennsylvania School
3200 B Street
Philadelphia, PA. 19134

V. Application Fact Sheet

Proposed Charter School Name:

John B. Stetson Charter School; an ASPIRA, Inc. of Pennsylvania School

Proposed Renaissance School:

John B. Stetson Middle School

3200 B Street

Philadelphia, PA. 19134

Applicant's Name:

ASPIRA, Inc. of Pennsylvania

Non-Profit Corporation

Applicants Address:

4322 North 5th Street, Philadelphia, PA 19140

Length of School Day:

8:00am to 3:00pm

Length of School Year:

180 Days

Saturday Classes:

Yes

A. Instructional Program

Section 1: Organizational Information and Team Capacity

a. Identify the team that will run the selected Renaissance School. Indicate the experiences of the leadership team that will operate the school and how their experiences indicate that the team will achieve dramatic improvements in student learning at the proposed school.

Over the past 12 years, ASPIRA, Inc. of Pennsylvania (ASPIRA of PA) has assembled a team of highly experienced and capable professionals that will form the core of our Renaissance Schools implementation and management team. Our team lives in, works in and cares deeply for this community, and we are committed to dedicating the time, personnel and resources to ensuring that our Renaissance Schools are as successful as our current charter schools have become. In order to ensure that our new Renaissance Schools are supported to the maximum extent possible to achieve dramatic improvements in academic outcomes for all students, ASPIRA is dedicating the time and energy of the same team members who created our current charter schools.

- Alfredo Calderón: Chief Executive Officer, ASPIRA, Inc. of PA since 2000. Mr. Calderón oversees ASPIRA, a multi-million dollar non-profit advocacy, education and leadership development organization working with youth and adults. He oversees a staff of over 250 full time and part time employees. He managed the charter application process for Antonia Pantoja Charter School in Philadelphia, and oversaw the hiring of all staff, the creation of the non-profit Board, the development of curriculum, the extensive renovation of the school facilities, the development of the budgeting and financial management and the recruitment of 714 students and their parents for the bi-lingual charter school. He has also overseen the creation of the ASPIRA Pre-K/Head Start program, the largest Head Start program in Philadelphia.

Renaissance Roles: ASPIRA CEO- *Mr. Calderón will manage the charter application development, the relationships with the School District, ASPIRA, community groups, and major partners like Catapult Learning, oversee the physical transformation of the school, and raise additional funding to support extra resources and supplemental programs for the students. Mr. Calderon will oversee the services provided by ASPIRA, Inc. to the schools, including budgeting, facilities, supplementary educational programs, truancy programs, IT support and Human Resources support.*

- Evelyn Nuñez: Ms. Nunez has operated schools for ASPIRA PA since 2002. She is currently the Chief Academic Officer and founding Principal of Antonia Pantoja Community Charter School in Philadelphia. As the founding Principal of Pantoja, she has been responsible for interviewing and hiring over 100 staff members for a school serving over 700 students. Her responsibilities also include fiscal management for the school, staff supervision, overseeing implementation of the curriculum, managing the day-to-day operations of the school, maintaining a safe school environment, collaborating with the school's many community stakeholders, working with the school's Board to ensure fidelity to the vision and mission of the school, and raising additional funds for the school. Prior to working at Pantoja Charter School, she was CAO of ASPIRA's other charter school- Eugenio Maria de Hostos Charter. Ms. Nunez is a graduate of the Philadelphia Public School System.

She holds a Letter of Superintendent from Arcadia University and a Master of Science in Educational Leadership and Principal Certification from Cheyney University and a Bachelor of Science from Chestnut Hill College.

Renaissance Roles: Curriculum Development and Human Resources/Professional Development Support

Ms. Nunez will apply her experience in starting and managing ASPIRA's other charter schools to the new Renaissance Schools. She will oversee the development of the curriculum and the transition of the curriculum from the School District's curriculum to the ASPIRA model's dual language curriculum. She will also manage the hiring and training of all staff for the new schools.

- Orlando Rendón: Chief Operating Officer, ASPIRA, Inc. of PA. Mr. Rendón has served ASPIRA, Inc. of PA since 2000, first serving as ASPIRA's Finance Director and since 2009 as the organization's Chief Operating Officer (COO). He is currently responsible for leading and managing a wide array of educational and youth development programs offered by ASPIRA, including overseeing the hiring of personnel and ensuring licensure is appropriate and up to date. Mr. Rendón ensures that ASPIRA of PA's services are in compliance with all federal, state, and city regulations. He reports to the CEO of ASPIRA regarding each program's achievements, challenges and immediate needs. Mr. Rendón is a graduate of the Philadelphia Public School System (Central High School), and holds a Bachelor's Degree in Business Administration from Temple University.

Renaissance Roles: ASPIRA COO- *Mr. Rendón will support ASPIRA's CEO by managing the school's human resources, budget, supplementary educational services, and facilities improvements. He will ensure that staff have proper licensure, and that contractors are adequately qualified to carry out their roles in the school. Mr. Rendón will work with the administrators of the Renaissance Schools and the other ASPIRA of PA's charter schools to ensure that there is a true partnership developed where resources and ideas are shared between the teachers and administrators of all of the ASPIRA-managed schools. Mr. Rendón will be responsible for ensuring that all proper federal, state and local laws are being followed properly with regard to the development and management of the new Renaissance Schools.*

- Cynthia Cruz-Vega: Principal, Pequeños Pasos de ASPIRA Bilingual Preschool. Ms. Cruz-Vega began serving as Principal of ASPIRA of PA's Bilingual Preschool in 2007. Her responsibilities include the day-to-day management of the 355 student Pre-school program. Prior to serving as ASPIRA's Preschool Principal, Ms. Cruz-Vega worked for the School District of Philadelphia as a Middle School principal-in-training, and as a bilingual teacher and small learning community coordinator. Ms. Cruz-Vega holds a Master's Degree in Educational Leadership from Lehigh University and another Master's Degree in Elementary Education from Arcadia University.

Renaissance Roles: Recruiting and Hiring Staff, Community Outreach *Ms. Cruz-Vega will be responsible for assisting with the recruiting and hiring of all new staff members for the Renaissance Schools. She will also serve as a liaison with the community and neighborhood organizations for the schools, managing communications between ASPIRA of PA and the parents of the new students.*

-Lauren Lee- Special Education Coordinator: Ms. Lee is currently the Special Education Coordinator at Antonia Pantoja Charter School. She is a Pennsylvania Certified Teacher in Special Education, Elementary Education and Early Childhood education, and has extensive experience working with special needs students in Philadelphia. She earned a Master's Degree in Early Childhood Education from Chestnut Hill College and a Bachelor's Degree in Psychology from Greensboro College. Prior to working with ASPIRA of PA, she served as Director of Special Education at Mastery Charter School. In addition, she was a teacher and Special Education Liaison at the School District of Philadelphia.

Renaissance Roles: Recruiting and Hiring Staff: Mrs. Lee will assist with recruiting and hiring all Special Education staff members. She will also assist in developing the professional development needed for the new Special Education staff members

Santiago Paul – ESL Coordinator: Mr. Paul is a Pennsylvania Certified ESOL and Spanish with extensive experience working with ELL students in the Philadelphia Public Schools and in ASPIRA of PA schools. He also served as the Director of Education for Afterschool Programs at Norris Square Civic Association. He earned a Master's Degree in Elementary Education and ESL Certificate from St. Joseph's University, and Master's and Bachelor's Degrees in Anthropology, Geography and History from the University of Madrid.

Renaissance Roles: Recruiting and Hiring Staff: Mr. Paul will assist with recruiting and hiring of all ESL staff members. He will also assist in developing the professional development needed for the new ESL staff members.

- Murray Rosenman, CPA: Chief Financial Officer, ASPIRA of PA. Mr. Rosenman joined ASPIRA of PA in 2009. As CFO, Mr. Rosenman implements controls in auditing procedures, creates contracting materials, oversees and reduces excess program costs, and ensures timely and efficient contract implementation. Prior to his work at ASPIRA, Mr. Rosenman was CFO of Liberty Resources, Inc. of Philadelphia, a non-profit, Consumer-driven organization that advocates and promotes independent living for persons with disabilities, and Gold Medal Sporting Goods, Inc. of Croydon, PA. He is a Certified Public Accountant in the State of Pennsylvania.

Renaissance Roles: ASPIRA CFO *Mr. Rosenman will be responsible for creating and managing the budgets for the new Renaissance Schools, including reporting on the budgets to the schools' Boards of Trustees on a regular basis, and making budget forecasts based on changes in enrollments and other factors that affect fiscal viability of the schools. Mr. Rosenman will ensure that the schools are taking advantage of all possible efficiencies, including taking advantage of economies of scale in purchasing materials needed across all of the schools.*

- Andres Perez, Jr.: Facilities Director, ASPIRA of PA and Chief Executive Officer of ASPIRA Community Enterprises. Mr. Perez oversees all of ASPIRA of PA's facilities development and maintenance projects, including a primary administrative building, two charter school facilities, and large Pre-K/Head Start facility. Prior to working with ASPIRA of PA, Mr. Perez served the City of Philadelphia as Deputy Managing Director in the Office of the Managing Director for four years, and then as Commissioner of the Department of Public Property for fourteen years. As Commissioner he was responsible for managing the City's 11,000 parcels of land and overseeing all seven of the Department's administrative subunits, including Real

Estate Operations, Architecture and Engineering, and Facility Planning. Mr. Perez received his B.A. in Social Welfare from Antioch University.

Renaissance Roles: Facilities and transportation. *Perez will serve the Renaissance Schools by managing the transition of the buildings from regular School District schools to leased properties for the new charter schools, ensuring that the maintenance and improvement plans are coordinated with the District, and that the repair and maintenance services that will be provided by the District will serve the needs of the ASPIRA schools. Mr. Perez will be the liaison to the District regarding all necessary repairs and maintenance for the buildings.*

- Renato Lajara: Current Principal, John B. Stetson Middle School. ASPIRA has worked with Principal Lajara in developing and implementing the successful Community Advisory Council at Stetson Middle School.

Renaissance Roles: Principal of Renaissance School - ASPIRA of PA *has met with Principal Lajara, and we believe that he is qualified and capable to lead the new charter Renaissance school that we will be creating at that school site. Mr. Lajara will serve as Principal for one of the new ASPIRA Renaissance Schools.*

- b. Briefly describe the organization's capacity to undertake the "transformation" of the selected Renaissance School(s). Please highlight reasons why the organization will have success improving student achievement in the selected school.*

ASPIRA of PA has extensive internal resources, including over 250 employees, a financial services operation, relationships with local banks, and numerous educational programs serving students from Pre-K to 12th grade, including two full charter school staffs to draw upon when implementing a Renaissance School initiative. We are in a particularly strong position to transform three of the Renaissance Schools with high levels of Latino and Spanish speaking students and families, as we have already created two highly successful charter schools that were designed to directly address the many challenges facing the Philadelphia Latino community- Eugenio Maria de Hostos Charter School and Antonia Pantoja Community Charter School. The schools are bi-lingual English/Spanish model schools, and they serve both Spanish-speaking and non-Spanish-speaking families. At De Hostos, 90% of our students are Latino, and at Pantoja, 93% of our students are Latino. Approximately 23% of our students are classified as ELL. Our charter school that has operated for the longest time (since 1998), De Hostos Charter, has made its AYP goals every year for 5 years in a row. Only 4 other charter schools in the City of Philadelphia have been able to accomplish that.

Our other charter school, Pantoja Charter, is only in its second year of operation, but has been tremendously popular with local parents and students. Although Pantoja did not make all of its AYP goals in the first year, we had very high attendance (95%), and very high levels of parent participation in parent conferences and other events. Pantoja's EVAAS scores showed achievement gains relative to our comparison schools in Reading and Math in most tested grades. Pantoja Charter School opened for the first year in 2008-09 to serve over 700 students in grades K to 8. Although it was only our first year with a new staff and many non-English speaking students, our students were able to achieve 36% Proficiency on the Math PSSA tests and 34% Proficiency in Reading. Pantoja did not meet its AYP performance targets, although we did meet all of our test participation targets, as 100% of our students participated in the PSSA tests. Also, we met our student attendance target as our school registered a 95% average daily

attendance rate. Pantoja opened with 720 students and over 1800 students on the waiting list, with no advertising. Both of our charter schools have high student attendance levels- 95% for Pantoja and 96% for De Hostos.

ASPIRA of PA also successfully manages the largest Bilingual Preschool Program serving 355 students. The preschool's partnership with the School District of Philadelphia's Office of Early Childhood under Headstart and PreK Counts Programs has been in operation for 4 years in very good standing.

In addition to the in-house expertise and experience of our current staff, ASPIRA of PA has access to and support from our founding organization- the National ASPIRA program. The ASPIRA Association, a 501(C)(3) organization, is the only national Hispanic organization dedicated exclusively to developing the educational and leadership capacity of Hispanic youth. Since 1961, ASPIRA has been working at the grass-roots level to provide programs that encourage Hispanic students to stay in school, prepare them to succeed in the educational arena, develop their leadership skills, and to serve their community. It is organized in eight states and Puerto Rico and has extensive national presence through its partnerships with hundreds of regional, state and local education CBOs. It currently serves over 85,000 students each year through its ASPIRA Clubs in schools and its after-school education and guidance programs. ASPIRA of PA is a very diverse organization working with substantial numbers of Puerto Ricans, Dominicans, Central Americans, Mexicans, and Cubans, as well as with African Americans, non-Hispanic whites, and Haitians, among others. The ASPIRA Association is a confederation of ASPIRA statewide organizations, which provide various educational, enrichment and support services to Latino youth and their families in schools, community centers and ASPIRA Clubs. ASPIRA Associates develop partnerships with schools, community organizations, businesses, community leaders and parents to provide comprehensive programs to advance the leadership capabilities and educational achievement of Hispanic and other youth. ASPIRA National has been named one of the top ten non-profit organizations in the country by the American Institute of Philanthropy.

ASPIRA of PA draws on the strength and experience of the national ASPIRA Association in developing and implementing programs that have been proven to increase the educational success of Latino students across the United States.

Section 2: School Design and Program Implementation

a. The proposal must describe the essential characteristics of the Renaissance School design and clearly illustrate how the proposed school design/program will lead to dramatic improvements in the academic performance of all students in the school.

ASPIRA of PA will create one Renaissance School that fully supports the District's visionary strategic plan Imagine 2014. In order to create a school in North Philadelphia that lead to dramatic improvements in academic achievement, we will develop a re-imagined school that is based on the best ideas in education today, and is staffed with caring, devoted and well-trained staff, similar to our three successful schools, Pequeños Pasos de ASPIRA, Pantoja Charter and De Hostos Charter. Our school will share the following goals with the District's Imagine 2014 strategic plan:

- A quality school of choice is available for parents and students
- All children enter every grade on level
- All students are excited to attend school every day
- The opportunity and achievement gap is closed for all students
- Gifted and talented classes are offered in elementary and middle schools
- All students have access to comprehensive enrichment, including arts, music, and athletic programs during the day, after school, during the summer, and on Saturdays
- All students have access to a counselor in their school
- Life skills and workplace skills are taught to all middle school students
- Electronic Student Portfolios
- Individualized learning Plans for all students
- All students who want to go to college are ready to do so
- Students who are at risk of falling behind or dropping out of school are identified early and provided the supports they need to succeed
- Language assistance is provided for all ELL students
- Multiculturalism pervades all teaching and learning
- Formal peer assistance and teacher induction programs and mentoring programs are provided to all new teachers
- Parent outreach is a formal part of the school program
- Teaching standards are clear and teacher evaluations are an essential part of improving instruction on a daily basis.

Our school programs, both elementary and middle school will be structured to achieve those goals, as they will follow the same model of our current charter schools. Our Renaissance Schools will achieve this by incorporating the following design aspects of all District Renaissance Schools, including:

- Curriculum aligned to PA state standards
- Programs to support our ELL, Spanish Language Learners, Special Education, and Mentally Gifted students
- After school enrichment classes, extracurricular activities, and athletics
- Parent involvement including a parent association and at least quarterly parent/teacher meetings or conferences
- Parent support groups weekly and Parent Training Institutes
- Access to at least one foreign language
- Longer school day and year than the existing School District calendar
- Specific counseling for college, post secondary education and work readiness
- Specialized services for children with social, emotional, and behavioral issues
- Specific programming to ensure school culture that promotes a safe and secure learning environment
- Community involvement including a defined role for parents and community to ensure faithful implementation of our education plan
- Ongoing assessments of student performance using data to drive the instructional program
- Professional development for all staff

- Targeted academic supports and interventions for students performing below grade level through the Comprehensive Student Support Program/SAP and Response to Intervention
- Plan for incorporating technology to support a rigorous instructional program
- School uniforms for all students

ASPIRA of PA will work with communities and neighborhoods of North Philadelphia to create one Renaissance School that will have all the characteristics mentioned above- an excellent school that mirrors the structure and educational programs of our current two charter schools. ASPIRA of PA will work to create a Renaissance School through the “charter” option that have all of the features mentioned above, and specifically the following:

- Design based on the needs and population of the school (e.g., additional ELL support)
- Elementary school K to 8th grade or middle school 5th to 8th grade
- Bilingual English/Spanish school (K to 8 school only)
- Community Stakeholder Group based at the school
- Parent/community liaisons on staff
- ASPIRA of PA After-School programs
- A separate non-profit operating Board
- Extensive, on-site special education services
- A technology-supported curriculum with tablet laptops for all middle school students.

Our plan is to support the academic and social success of the Renaissance School students by working tirelessly to earn the trust of their parents, engaging them fully as a partner in the academic achievement of their children, and supporting the families and neighborhoods that will nurture and direct the growth of the students. This is the model that we have already developed and implemented successfully.

The curriculum for our schools will be the same curriculum currently being used in our two charter schools. The curriculum is Standards-based, and all materials are available in both English and Spanish versions.

Mission and Vision:

The mission of ASPIRA’s Renaissance Charter Schools will be to promote excellence by providing all of the students with an academically enriched curriculum in two languages, Spanish and English, in the lower elementary grades and to infuse the curriculum with the social, historical experience of Latinos living in this country and throughout the Caribbean and North and South America. This curriculum will provide all students with a clear sense of their cultural identity, a critical approach to the history of Latinos and Latinas, and the skills and experiences to empower them to develop a strong commitment to social change within their community.

The school will provide a rigorous curriculum that reflects the national and state standards in the content areas in addition to a *serve and learn* approach to challenge every student’s academic and citizenship potential. Students will use the latest learning tools and technologies in combination with the arts and project-based instruction to pursue basic skills and higher order thinking skills. At the core of the mission of our Renaissance School will be the mission of ASPIRA of PA itself: to bring unity and empowerment to the community by challenging youth,

parents, teachers and staff to serve that community with respect, commitment, and high expectations. In turn, this will ensure the successful transformation of the community into an exemplary one that invites investment for the future.

Educational Program/Curriculum

ASPIRA's Renaissance School will hold the highest expectations of our students as both scholars and citizens. Our school will have a dual language approach to instruction that will instruct all students in both English and Spanish. For our younger students, beginning in Kindergarten and First Grade, our students will learn half of their subjects in English, and half in Spanish. Our Dual Language Program will grow as these students matriculate through each grade. By 2019 the K-8 school will be provide a 50/50 Dual language program from k-8. Please see the Curriculum section for more information about our dual language approach. During this transitional period students in Non Dual Language grades will receive instruction in English. These students will receive Spanish as a Second Language during which they will be taught how to speak, write and read in Spanish.

The goal of our dual language program is to graduate from our Renaissance School highly proficient speakers of both English and Spanish in addition to bi-cognitive and bi-literate individuals who will not only be able to function equally well in two cultures-- the American and the Latino/Puerto Rican -- but will develop a deep respect and understanding of differences across cultures.

Another fundamental element of our Renaissance Charter Schools' program will be the Leadership Development curriculum. This curriculum focuses on public, civic and community advocacy. It not only builds leadership skills in students, but also provides opportunities for them to develop specialized leadership skills in public policy, entrepreneurship, and community-based initiatives. The curriculum is based on the following principles:

- It is important to build meaningful relationships across race, class, gender, sexual identity and generations to strengthen the existing social capital of young people in low-income communities.
- Youth leadership development takes a long time—it is a process. Caring adults need to invest in young people over a period of years in order to provide consistency.
- Young people need to be actively engaged in the process of community change at all levels, from the street corner to the board room.
- Society must acknowledge and embrace the idea that youth are talented and capable of leading community change.
- Young people must lead positive change themselves in order for it to succeed.
- Leadership programs must identify, nurture and support more than talented elite.
- The process of developing young leaders begins with learning how to learn.

Our leadership curriculum will be taught to all of our students starting in Kindergarten as part of their Social Studies program, and as an overall theme in all subjects. The Leadership program will provide all of our Renaissance students a continuity of support that will extend beyond 8th grade graduation. Students will receive assistance with college and career preparation as they

continue working with ASPIRA of PA through our internship and ASPIRA clubs for high school and college students.

b. The overall school design should include plans for student athletics, extracurricular activities, and after school enrichment programs. Please provide specific information on all of these activities in the school design.

We expect that students in our Middle School and Elementary Renaissance Schools will have a wide range of interests, and we will help to support those interests (arts, science, history, reading, writing, computer technologies, robotics, sports, etc.) through our extra-curricular programs. We will provide academic support programs after-school and on Saturdays from October to May for our ELL students, for PSSA Preparation Classes and for other academically-struggling students utilizing alternative materials. We will also provide after-school programs for our students at each of our Renaissance Schools modeled on our popular After School Success Center program. Activities at the Success Centers include the following:

Math & Science: Increasing awareness, interest and motivation towards math, science and language arts through involvement in the discovery process. All students from kindergarten-8th grade participate in a variety of hands on math and science activities.

Homework Club: The Center's goal is to focus on the students' individual academic weaknesses and to provide tutoring homework and academic enrichment activities.

Reading Club: Learning to communicate through reading and writing of poetry, stories and plays to broaden the students' imagination and to help improve specific reading strategies and skills.

Recreation: Through their participation in various interactive sports, students will develop leadership skills, team work, resolving conflicts and self-esteem. Combined with interactive play is dance and aerobics.

Career Development /Life Skills (Middle School): Students will learn how to apply a career planning process in order to anticipate changes due to personal maturation and societal needs. They will also develop an awareness of the level of competency in academic areas needed to achieve career goals. They will understand how interests, work values, achievements, and abilities impact upon the career choice.

Self-discovery: In the club, students will interview community elders to create intergenerational oral histories of families and community. They will develop their writing skills when they use these oral histories to create plays, poetry and journals.

Culture, Arts, Music: Culture Awareness through Arts and Music, dance, poetry, art and cultural celebration.

We will add to our After School Centers activities that have been well-developed and are already popular at the Renaissance Schools, such as Chess Clubs and Robotics Clubs, in order to provide support and a sense of continuity for students who have participated in those activities or have been looking forward to participating in those activities.

Our Renaissance School students who will also be participating in after-school sports leagues at the middle school level will compete against other charter schools in the area. Sports may

include, e.g., basketball, soccer, cross country, track, and other sports based on students' interests and teachers' coaching abilities.

Section 3: Curriculum and Instruction

a. Demonstrate that the proposed curriculum is aligned to state standards. Be sure to detail the role of the proposed curriculum will play in supporting your school's mission and vision.

ASPIRA's Renaissance School will follow some of the School District's Core Curriculum in full (Language Arts) and some in part (Math, Science, Social Studies), and a full Spanish language program starting in Kindergarten and 1st grade that is not offered in the School District schools. All of our curriculum materials are fully aligned with the Pennsylvania Academic Standards in their particular areas, and have been chosen because they support extensive technology integration consistent with the model of our schools, and because they have support for Spanish-speaking students. These are also the materials that we have been using successfully in our two bilingual charter schools. The materials chosen for the schools will fully support the schools' bilingual/bicognitive English/Spanish approach to student learning that will be at the center of our school's missions along with the intensive and ongoing professional development that our teachers will receive is what has ensured rigorous teaching and learning at our current charter schools and the new Renaissance School.

The following chart provides a list of the materials by grade that we plan to use in our Renaissance School, along with their relationship to curriculum materials that are currently being used in School District schools.

| GRADE | English | Math | Science | Social Studies | Spanish | SAME AS DISTRICT |
|---------------|--|----------------|---|--|-------------------------------------|---|
| Kindergarten | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons | Villa Cuentos 100 Book Challenge | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| First Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons | Villa Cuentos | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| Second Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Exprésate | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| Third Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Exprésate | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| Fourth Grade | Trophies/Trofeos | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Realidades | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| Fifth Grade | Trophies/Trofeos | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Realidades | Eng/Lang Arts- Same Math- Same Science – Same and Different Social Studies- Same Spanish- N/A |
| Sixth Grade | Holt Elements of Literature Introductory Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Uno | Eng/Lang Arts- Same Math- Different Science – Same and Different Social Studies- Different Spanish- N/A |
| Seventh Grade | Holt Elements of Literature First Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Dos | Eng/Lang Arts- Same Math- Different Science – Same and Different Social Studies- Different Spanish- N/A |
| Eighth Grade | Holt Elements of Literature First Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Tres | Eng/Lang Arts- Same Math- Different Science – Same and Different Social Studies- Different Spanish- N/A |

As can be seen from the chart above, the schools' Reading/Language Arts and Math programs will closely follow the School District's Reading and Math curricula. The Math curriculum changes to Connected Math in 6th grade instead of using the District's Math in Context, as it is more closely aligned with our Technology-supported, laptop based curriculum for middle school, and it is a strong, problem based approach to learning developed by the National Science Foundation that has been proven to raise student academic achievement.

All of the materials we have chosen are directly aligned with the Pennsylvania Academic Standards and national Academic Standards in their respective areas.

b. Describe how the proposed curriculum will be implemented so that it serves the needs of all students including those who are below or above grade level, ELL, Special Education, and Mentally Gifted.

As previously stated, we will implement a whole team approach to monitor the progress of our students. The curriculum chosen is standards based, data driven and comprehensive. Our students will be monitored closely and decisions on individual students will be driven by data. Our whole team approach will include identifying and supporting students at risk as well as tailoring curriculum for students who demonstrate above grade level expectations. Our goal is to have our ratio of 20:1 which facilitates one-on-one and small group instruction. Afterschool support in the form of tutoring will be offered. In addition Saturday School program will be offered and tailored to specific student needs.

c. How will the effectiveness of the proposed curriculum be measured? How will this data be incorporated into the decision making of the school leadership team?

Are curriculum goals are consistent with both the federal No Child Left Behind Law and with the goals of Imagine 2014- that every student will be proficient and performing on grade level in the core subjects of Reading, Mathematics and Science. We will gauge the effectiveness of the proposed curriculum (including our dual language bilingual program) through a combination of assessments that indicate how well our students are progressing toward achieving at grade level. These assessments include:

Reading levels – DRA in English and Spanish- All grade levels

QRI- Running records in reading- All grade levels

Curriculum unit tests- linked to Pennsylvania Academic Standards- All grade levels

Study Island- Benchmarking tests for the PSSA in Math and Reading administered 3 times per year- grades 3 to 8

GMAD- Math assessments administered at the beginning of each academic year- All grade levels

GRADE- Reading assessments administered at the beginning of each academic year- All grade levels

ACCESS Test- All ELL to determine the grade level and cognition of the English Language Progress

Our administrators, master teachers and mentor teachers will review our students' academic progress relative to expectations of grade level performance at least twice annually. If any aspect of our curriculum appears to be deficient in producing dramatic improvements in student achievement, we will begin investigating materials that will more effectively educate our students.

Section 4: Whole School Approach

a. Describe how your school design and instructional program plans to address the needs of special student populations including Special Education and ELL students.

Every student with special education needs will be provided with a Free and Appropriate Public Education. Our Renaissance School will provide an inclusive education model to 100% of our special education students, including all ELL students. We will include students with special needs in all academic and all non-academic programs and extracurricular activities to the maximum extent appropriate in accordance with the student's Individual Educational Plan. We will have a "Child Find" system in place to locate, identify and evaluate students who are thought to be a student with a disability and in need of specially designed instruction residing within the charter school's jurisdiction. "Child Find" data will include entry assessments as well as speech and language screenings in Kindergarten, first and second grades. In addition, parent meetings will be held prior to enrollment of each child in the school to assist parents in receiving the appropriate supports for their children. Our Renaissance charter school will implement mechanisms to disseminate "Child Find" information to the public, organizations, agencies and individuals.

ASPIRA's Renaissance Charter will follow all state and federal guidelines for participation of students with disabilities in state and charter school-wide assessments including the determination of participation, the need for accommodations, and the methods of assessing students for whom regular assessment is not appropriate (e.g., PASA). We will adopt procedures to identify and serve students "at risk" for educational problems through the Comprehensive Student Assistive Program. Teachers refer students to CSAP for interventions and evaluation if indicated through data collection. Parents may also refer their child to the CSAP process at any time.

Students referred for evaluation will be administered a series of assessments by the School Psychologist to ascertain if the student is eligible for special education services. Teachers, counselors and parent input are also an important element of this process. If a student is determined to be eligible for special education services, an Individual Education Plan (IEP), including a GIEP if called for, will be developed, monitored and reviewed at least annually. This process will involve a school team including a parent or guardian of the student.

Additional supports will be available as indicated in a student's IEP including, speech and language therapy, occupational therapy, physical therapy, assistive technology, and English Language Learner services.

We will have a full time special education coordinator and a full time ELL student services coordinator on staff at our Renaissance School. These special education experts will be responsible for overseeing the education of all of our special population students. They will participate on the CSAP teams, and monitor the IEPs and language plans of all students, in accordance with federal guidelines. They will also oversee the special education service providers and ESL teachers in the school, assisting them with implementing their particular programs through pull-out and push-in services.

Our Renaissance School will provide support for our ELL students, including instruction from bilingual education certified and/or TESOL certified teachers.

For students with special education needs, including mentally disabled, emotionally disabled, and physically disabled students, the schools will partner with Catapult Learning (an approved Renaissance School Support provider) to provide push-in and pull-out services in accordance with their needs as expressed in their IEPs.

Catapult Learning will provide our Renaissance School students who are struggling in core subjects with the most powerful method to achieve dramatic student academic improvement: small group and individualized instruction. Published research shows that small group instruction is a highly effective approach for students who are struggling in either reading or math within the regular classroom setting. Students who are taught in small groups experience positive academic growth especially when the small groups are highly structured, have systematic instructional patterns, have increased teacher/student interaction and include immediate feedback and reinforcement.

Research from Foorman & Torgeson (2001) indicates that “primary differences between instruction appropriate for all children in the classroom and that are required by children at risk for reading difficulties are related to the manner in which instructed”. The effectiveness of small group instruction is maximized when clear and explicit instructional objectives are identified for each student. Catapult Learning’s diagnostic/prescriptive process ensures that instruction targets students’ learning needs. The Catapult Learning instructional model includes strategies for differentiating instruction, explicit skill instruction, teacher questioning, built in practice, and opportunity for re-teaching. The small group learning environment maximizes the effectiveness of these instructional approaches and strategies.

Through Catapult’s small group direct instruction (6:1), individualized instruction (3:1), and PlusTech programs, they provide educational instruction services to Tier II and Tier III students. They also provide materials proven to help these students improve their academic performance.

Catapult Learning provides services to pre-referral and special education students requiring intense 1:1 intervention in reading and/or math. Services emphasize the identification of academic factors that impede the student’s ability to succeed in school, and target instruction to minimize the impact of those factors. Their curriculum and instruction strategies are effective with students with learning disabilities, speech/language delays, developmental delays, other health impairments, educable mentally handicapped and hearing impairments that are augmented by assistive technology.

Catapult's certified teachers will provide instruction to students in small groups, using our teacher directed instruction model. In small group work, students receive instruction that is more intensive than is typically possible in the larger regular classroom setting.

They tailor instruction to address the Goals and Objective of individual students in accordance with their Individual Education Plan (IEP), and develop student self-esteem through a positive learning environment, while maintaining clear and consistent expectations for student behavior and participation. We use specific teaching strategies within a diagnostic-prescriptive model and emphasize the process through the development of critical thinking skills. In conjunction with classroom teacher input, the Catapult Learning teacher creates a lesson plan which addresses educational objectives and facilitates growth, while monitoring individual student progress on a continual basis.

b. What supports will be offered to students with a history of behavioral health and/or emotional issues?

Students with a history of behavioral health and/or emotional issues will be supported following all State and Federal Guidelines in accordance with each student's need as documented in their Individual Education Plan. School support staff, including School Psychologist, Special Education Coordinator, Regular Education Teachers, School Counselor and Special Education Teachers, will begin by reviewing current data, and conducting a functional behavioral assessment for each student to determine need. Strategies for support will be identified and implemented so that our students' needing behavioral and or emotional supports can participate to the maximum extent possible in general education environment. In addition to accommodating our students with behavioral/emotional challenges in the regular classrooms, we will also provide the necessary connections to the appropriate mental health providers. Collaboration between school personnel and mental health agencies will be key in providing optimal support for our students.

Our partnership with Catapult Learning, will allow us to provide small group and individual support and necessary specially designed instruction as outlined in the student's IEP. Catapult will provide the following psychological services for our students, as needed:

Psychology Services

- Review of referral information from school and parents
- Classroom observation
- Full and complete Psycho-educational Evaluations of students
- Written documentation and reporting using District forms and formats
- Participation with the school's support team in interpreting results, conferencing with parents and appropriate school personnel, and/or IEP development will be provided when requested
- Follow up monitoring and consultation as appropriate and requested
- Provision of group or individual counseling for referred students, or in accordance with a student's IEP
- Record keeping including but not limited to ACCESS billing

- Supervision by a local Catapult Learning supervisor who is an experienced, certified psychologist.

In addition to these partnerships ASPIRA of PA schools will be collaborating with Philadelphia College of Osteopathic Medicine to support the needs of students with mental health, academic, and behavioral concerns. PCOM will be providing student interns and staff to perform assessment, offer counseling services, and develop targeted interventions for both academic and behavioral concerns. The on-site psychologist will coordinate with PCOM to facilitate these services and provide supervision and feedback to both the interns and involved staff.

Additionally, PCOM faculty will be available to facilitate professional development for ASPIRA of PA schools staff and to consult with administrators on school wide issues. Examples of these consultations include the development of Positive Behavior Support Plans and Functional Behavioral Assessments, Response to Intervention implementation, and effective collaboration and consultation models. PCOM's faculty and students will provide comprehensive student and staff support services in collaboration with on site supervisors and ASPIRA of PA administrators.

c. For high schools, how will the school serve students who may be over aged or under credited in terms of graduation from high school. For elementary and middle schools, please specifically describe how the school will support students who are behind grade level in learning.

Students who are identified as below grade level in core academic subjects as measured through regular unit tests or standardized assessments will be provided opportunities to accelerate their learning through a specific regimen of assistance. Students performing below grade level will be referred to the Comprehensive Student Assistance Program (CSAP). Interventions that are scientifically based will be provided and monitored by trained assistants and certified teachers using their curricular materials as well as alternative materials, such as Directed Reading Instruction. Interventions may also include small group and or individualized instruction in their area of academic need.

In order to accelerate learning students may also receive academic tutoring and small group instruction during after school hours, 5 days per week for up to 36 weeks during the school year, as part of our ASPIRA of PA After School Success Program. These students will also be invited to participate in our 3 hour academic acceleration program on Saturdays during the school year from 9 am to 12 pm.

d. Describe what social services (wraparound services) will be offered to students? Who will be responsible for providing these services? How will you measure the effectiveness of these services?

Our Renaissance Charter School will assist our families in connecting with mental health agencies in order to obtain necessary mental health services. These services may include, Therapeutic Staff Support in accordance with each student's Behavioral Care Plan. We will work with local service providers to ensure that they understand and are involved in a positive way in supporting each student's academic engagement and continual academic progress. We will measure the effectiveness of these services based on the extent to which all of our students

needing wraparound services are provided adequate care, show a decrease in disciplinary incidents and the extent to which they are able to engage in their learning to make significant academic progress as measured by academic assessments in the form of standardized tests and curriculum-based tests.

Section 5: Student Assessment and Achievement

a. In addition to the Commonwealth of Pennsylvania annual academic assessments (PSSAs), what types of performance assessments (both formative and summative) will the program use to measure student mastery of standards?

ASPIRA's Renaissance School will use, in addition to the PSSAs, the following tools to measure our students' mastery of Pennsylvania's Academic Standards and national academic standards.

| Subject | Assessment | Grade Levels | Frequency |
|----------------|---|---------------------|------------------------|
| Reading | DRA in English and EDL in Spanish | Grades K to 8 | Four times per year |
| Reading | QRI- Running records in reading | Grades K to 5 | Four times per year |
| All subjects | Curriculum unit tests-linked to Pennsylvania Academic Standards- All grade levels | Grades K to 8 | 6 to 10 times per year |
| Science | Benchmarking tests from Houghton Mifflin (Data director) | Grades K to 8 | 3 times per year |
| Reading | Study Island- Benchmarking tests for the PSSA Reading administered - | grades 3 to 8 | 3 times per year |
| Reading | GRADE- Reading | Grades K to 8 | Fall |
| Math | Study Island- Benchmarking tests for the PSSA Math | grades 3 to 8 | 3 times per year |
| Math | GMADE- Math | Grades K to 8 | Fall |

b. By what process will the Program determine what changes to implement in instruction based on the results of on-going assessments?

ASPIRA's Renaissance School will take a school wide collaborative, comprehensive approach in the collection, analysis and interpretation of data regarding student academic progress. We will closely monitor the academic growth of each individual student, ensuring that accurate and timely data is collected so as to inform targeted interventions that will continually improve their skills. At the school level, the CAO/Principal will supervise the collection and organization of data identifying the performance levels of both students and staff.

The CAO/Principal will facilitate the analysis of data during each board meeting. Committees will be created to examine the school's progress relative to its academic and non-academic goals. These committees will meet biweekly to review and disseminate this information. The CAO/Principal will use this information to ensure that resources are in place for the school to meet and exceed the necessary targets as needed to make Annual Yearly Progress in all areas as set by the State of Pennsylvania (e.g., student attendance, student academic performance- PSSA tests, equity in student achievement, student participation in testing, student graduation).

The School will use a web-accessible database to collect and share information on students' progress within the school and with the larger community. The database will include, at least: information on each student's standardized test scores, school grades, school attendance, electronic portfolios of student work, behavior and disciplinary issues, and their individualized learning plans (ILPs). The school's committees, advisors and teachers will be required to use the information from the database when developing students' learning plan goals.

Test Score Data

ASPIRA's Renaissance Schools will use a combination of assessment data to track student progress, including results from:

- Authentic assessments
- Diagnostic assessments
- Standardized assessments

Results from Authentic assessments will be used to determine student achievement levels as documented on report cards. This information will provide feedback to both parents and students in order to move students towards obtaining higher levels of achievement.

Results from Diagnostic assessments or specific skill inventories such as the Woodcock Johnson III Assessment will be used by the Special Education Team to assess students' performance at a given point in time in order to determine areas of strengths and weaknesses. Individual goals will be developed based in part on this data.

Results from Standardized assessments, including the Terra Nova or GMADE/GRADE tests and the PSSA measures will help the school to gauge our progress toward the State's goals for student achievement, will help students and parents to understand where they are relative to their peers nationally in certain basic skills, and will help to inform the community about how the school is performing relative to other schools in the region.

Reporting to Parents

Back to School Night will be held at the beginning of each school year. During this time, teachers will discuss curriculum and materials, student expectations and plans for the coming year.

Report cards that detail student academic performance and student behavioral progress will be issued three times per year. Parent conferences will be held at these times. Interim reports will be issued midway between each report card cycle.

Communication between teacher and parent is expected to be ongoing and documented on call logs. All call logs will be reviewed by the administrative staff on a monthly basis.

Section 6: School Culture, Community, and Safety

a. How will the proposed Program work to change the culture at the school? Please be as specific as is possible.

We believe that School Culture is the foundation of a successful school. The culture of the school will be driven by the following principals:

Exemplary Climate:

- Provides a clean and organized environment where everyone feels comfortable, safe and accepted
- Promotes open communication between parents, staff and students which encourages a sense of teamwork and cooperation
- Acknowledges and celebrates the achievements of students and staff in learning and leadership
- Develops the concept of a bilingual community through academic and extracurricular activities with a focus on the school's core values: honesty, respect, integrity, citizenship, pursuit of excellence, cooperation

Exemplary Staff:

- Focuses on increased student achievement with instruction methods that reflect current research and proven effective classroom practices
- Supports the school's mission, vision, values and goals in attitude and action
- Models the importance of lifelong learning through their commitment to ongoing professional development
- Works to create conditions that promote student success
- Encourages colleagues and students in an atmosphere of support and respect
- Models professionalism through personal integrity, commitment, and ethical behavior

- Collaborates to improve student learning (instructional strategies, methods, and assessments)

Exemplary Academic Achievement:

- The curriculum promotes intellectual curiosity and creative thinking by incorporating technology and multimedia as a resource for learning.
- The curriculum is meaningful and challenging promoting high levels of achievement.
- The curriculum is culturally rich consisting of measurable academic standards aligned with the major instructional goals.
- The curriculum is project based emphasizing on students being able to solve problems.
- Assessments are aligned to the Pennsylvania and used to inform future instruction.
- The curriculum is geared into developing academic excellence where students enter high school being bilingual and scoring proficient and above.

Exemplary Students:

- Accept responsibility for their learning and their actions
- Set challenging goals and give their best effort to achieve high academic standards
- Behave toward other students and teachers in a manner consistent with good character (considerate, responsible, and committed)
- Encourage each other in an atmosphere of support

Exemplary Parents and Community Support

Parents and Community Partners play an active role in the academic education and character development of the students. Exemplary Parents and Community members:

- Form partnerships with teachers to demonstrate the importance of education
- Monitor their student's academic progress by attending report card conferences, ensures that homework is completed each night, brings students prepared to school on time and each and every day.
- Are involved with the school by volunteering their time and/or service,
- Are supportive of the school's vision, goals, and mission

Our organization is mission-driven, meaning that our programs are truly driven by the grassroots needs of the Latino community, particularly as they relate to improving the academic engagement and achievement of Latino youth. We will listen to the community, and build a culture at the school that truly responds to the needs of its students, families, and neighbors. ASPIRA of PA will work with the community in and around the school to find strategies that

connect students and families more to schools and other academic and leadership programs, such as the truancy prevention program that identifies and finds the supports families need in order to bring their students back to school. All of our programs are designed with community members, and implemented with the assistance of community members. We will continue this direct involvement with the community (individuals, organizations, businesses) when planning, designing and implementing the Renaissance School that we will be managing. We will implement our successful Stakeholder Group model at the Renaissance School, and have an active parent association, so that we can continue to identify the specific needs of the school's community, and continue to connect that community with our current programs or to develop new programs to meet their needs.

b. How will the Program address issues of safety at the school? What strategies will be employed to improve the building climate?

ASPIRA of PA believes that creating a safe and orderly school environment is absolutely essential for high quality instruction and learning. We have developed a comprehensive Code of Student Conduct for each of our charter schools. Parents and students are advised of the expectations and consequences of student conduct. To ensure the safety and security of all students and staff members our Code of Conduct is strictly enforced. Our schools have full time security personnel who monitor student and visitor entrances and exits from the building. Security systems with cameras are strategically placed throughout our buildings and school grounds to further ensure safety. Security personnel also work as mentors with individual students.

Cultural and communication systems have been developed to establish a climate of mutual respect between all teachers, administrators, staff, parents, and students. We will make considerable efforts to communicate with all parents, via phone calls and emails in the parent's first language. In addition, parent meetings and conferences will be held during the day and in the evening to include parents whose work days and shifts occur at different times. We will have an active parent association, with an elected parent association president who will serve as a voting Board member for the school. This association will act as a liaison between school and community, and school and home.

Please see Attachment F for the Code of Student Conduct that we use at Antonia Pantoja Community Charter School.

c. How will the Program engage community stakeholders over the life of the Program?

One of the greatest strengths of ASPIRA of PA is our ability to engage community members in a dialogue to promote the academic and social success of their children. We will bring our community-based approach to the development of our Renaissance School by involving all stakeholders in the life of the school, including the neighbors in the community in which the students live. For example, we will implement our successful Stakeholder Groups in the school, which bring together on a regular (monthly) basis students' families, neighbors, local businesses, community agencies, healthcare organizations, and others interested in the betterment of the local community to discuss concerns, needs and opportunities that will support the growth of the

students in the school and the whole community. We will also connect our Renaissance students' families with the types of resources that will enable them to strengthen their entire families, including career preparation programs and college preparation for older youth, and our Pre-K/Head Start program for younger children. ASPIRA of PA is very involved with and connected to a wide range of government agencies and community service providers, and will bring all of those resources into the lives of the students and families at our Renaissance School, just as we do with our current charter schools. We are currently already operating a successful Stakeholder Group at John B. Stetson Middle School.

d. How will the program engage families in the school lives of their students?

The schools we are interested in serving currently serve high percentages of Latino, Spanish speaking families, as is the case with our two current charter schools. We will continue our successful practice of having a largely bi-lingual staff at our Renaissance School, which allows us to make all necessary accommodations for our students, from providing special education services, to making assessment adjustments, counseling and teaching our students, to simply communicating with our students and parents who have limited English-speaking abilities. Most importantly, having a predominately bi-lingual staff will make our parents comfortable and involve them more directly in the education of their children. We saw evidence of this in our first year of Pantoja Charter School, where we had a parent conference attendance rate over 90%. Our student attendance rate was over 95%. Parent involvement is an essential foundation for academic success of all students, but is particularly important for limited English speaking parents and their children who often have great difficulty connecting with educational systems with limited second-language capacity. We will provide many opportunities for parents to be at the school. We will hold monthly parent workshops and students will perform at music and drama recitals, etc.

e. If the Proposal is for a high school, how does it address creating a college-going culture? Describe what strategies will be implemented to increase college awareness and readiness.

At the current time ASPIRA of PA is not proposing to manage any Renaissance high school.

Section 7: Staffing and Professional Development

a. Describe your plan to hire and retain staff with appropriate experience and certification (as required by school type). Describe how you plan to create or support professional learning communities for your faculty.

Plan for Hiring and Retaining Experienced Staff

ASPIRA of PA has been very successful at identifying, recruiting and hiring qualified teachers and other staff for our two charter schools, and our large preschool/Head Start program. We were able to recruit and hire over 50 highly qualified staff members for Pantoja Charter in just a few months. We will use our national ASPIRA network again, as well as our connections with local community organizations, colleges of education and Latino groups across the Commonwealth to

recruit for the new schools. We also believe that there are a number of qualified teachers already working in the Renaissance School who would be able to continue their positive work with students under the charter model, and we will ask that those teachers who wish to remain with the school to reapply as we make the transition to our charter school model.

We are considering moving one of our highly qualified Principals or Assistant Principals to the new Renaissance School in order to make the transition to the ASPIRA model as smooth as possible.

How we will create and support professional learning communities

In each of our schools, teachers will have an opportunity to assume greater responsibility. The Master teacher, who is fully released from classroom duties, will support the leadership team in the analysis of data as they create and institute a strategic academic achievement plan for the school. The Master teachers plan and facilitate the weekly professional learning communities (one hour per week), provide demonstration lessons, coaching and team teaching for classroom teachers. Master teachers, in collaboration with the rest of the leadership team, identify research-based instructional strategies to share with classroom teachers. They are partners with the rest of the leadership team in the analysis of classroom instruction and the delivery of timely reflective feedback to teachers.

Our professional community will also be supported by Mentor teachers who are partially released from their classroom duties. Mentor teachers are also actively involved in enhancing/supporting the teaching experience of classroom teachers. Through the leadership team, they participate in analyzing student data and the creation of the school's academic achievement plan. In collaboration with the Master teacher, they act as a support and sometimes lead the weekly professional learning community. As a result, they also provide classroom-based follow up and extensive feedback on the instructional practices of classroom teachers.

b. Briefly describe the topics in the Program's plan for professional development for all school based staff, including teachers, administrators, and school support staff, both before the school opens and during the first year of operation.

Prof. Development Topics Before the School Opens (Two weeks in August)

- School Vision, Mission and Introduction to ASPIRA, Inc.
- Goals of the ASPIRA Renaissance Charter School
- ASPIRA of PA's vision for dramatic achievement growth
- What is a Charter School? PA Charter School Law- Act 22
- Discussion of the professional learning community in the school
- Planning your professional growth
- Understanding the Urban/Latino Achievement Gap
- Student disaffection and motivation- theories and best practices
- Structure of the school's educational program (e.g., testing, report cards, technology, curriculum)
- Code of Professional Practice and Conduct for Educators (22 Pa. Code Chapter 235).
- Relationship with strategic partners such as Catapult Learning
- School policies and procedures including ELL and Special Education
- Student Information System – hands on training
- Review of methods and tools for communicating with parents,
- Overview of testing and student academic placement,

- Review of special education/ ELL programs and best practices
- Review of the school's curriculum and Pennsylvania Academic Standards,
- Review of school safety and evacuation procedures,
- Review of teacher evaluation procedures and forms used at the school,
- Review of the roles of technological tools in instruction and management of the school,
- Review Teacher support system, role of Master/ Mentor Teachers and weekly Professional Learning Community Meetings

Prof. Development Topics During the School Year (weekly, every Wednesday)

- Using student data to tailor instruction and track student progress
- Working collaboratively in grade groups
- Integrating technology effectively into instruction
- Targeting instruction and planning to Pennsylvania Academic Standards
- Communicating effectively with parents
- Mainstreaming special education students
- Mainstreaming ELL students
- Using student support system and counseling effectively
- Classroom management, managing student behaviors
- Using resources from the curriculum to teach all skill levels
- Teaching higher order thinking skills
- Teaching for higher content retention
- Teaching test-taking skills and strategies
- How to be a mentor for others

Section 8: Financial Operations

- a. Draft a preliminary five-year operating budget utilizing information from Section II., B. 6. of RFP 260. You must include information on all revenues that will be available to the school both from the School District and from other resources, as well as detail planned expenditures. School enrollments for each Renaissance School are included in Attachment H. Please list the major assumptions underlying the budget and explain how you will address situations where those assumptions are not realized (e.g. lower than anticipated enrollment, higher than expected personnel costs, etc.).*

The preliminary five year operating budget for our Charter Renaissance Models are attached to this proposal as Attachment J. The budgets were developed using the included figures and percentages in the template provided by the School District for developing Renaissance School budgets.

We have based our budgets Middle School budget templates that were provided by the District as part of RFP 260, including the provided numbers of students, the per pupil funding per student (regular and special education), and the required 15% fee for facilities services (covering: maintenance, rent, utilities, custodial, engineering and police services). We have included

\$100,000 dollars in startup funds, as was discussed in the Pre-bid conference. We have also included a percentage of the fee for our major District-approved partner- Catapult Learning- for special education services. The budget assumes a 3% increase in revenues and most expenditures each year over the 5 years of the budget for the Middle School.

The budgets also assume no enrollment increases over the 5 years of the charters.

These budgets are largely based on our own charter school budgets, which have been very successful in supporting outstanding educational programs in our schools. The major exceptions to that statement are the inclusion of Catapult Learning as a major partner, the 15% fee for many of the services that our schools would ordinarily offer, and the largely unknown costs at the moment associated with replacing and/or upgrading any technology or furnishings at the schools prior to our assuming the management of the buildings.

- i. Describe the financial systems that will be established to manage the overall financial operations of the school and specifically address the management of a) cash flow, b) purchasing, c) payroll and d) financial audits.*

ASPIRA of PA uses an accounting package that includes payroll (QuickBooks with Inuit Payroll package). We have an online banking utility that we use to check cashflow on a daily basis. We have 5 people in the Finance Department to review purchasing and monitor revenue streams. We have internal controls in place to segregate the specific financial duties. We have a certified financial audit conducted at the end of each year. Internal financial audits are conducted on a monthly basis. We have a written manual on the procedures that is included in Attachment K.

- ii. What financial documents and statements will the school regularly produce? Who will prepare them? How often? Who will review them and for what purpose?*

Financial documents and statements are produced by ASPIRA of PA's CFO and are reviewed on a monthly basis, and the Board of Trustees receives them and reviews them every two months.

- iii. What checks and balances will be in place that will ensure the organization's compliance with generally accepted accounting procedures related to managing the financial operations of the school?*

ASPIRA of PA uses Generally Accepted Accounting Principles to ensure that the organization has proper checks and balances in place.

- iv. Please provide a set of financial policies and procedures that the organization will use to manage the financial operations of the school.*

ASPIRA of PA's manual detailing financial policies and procedures that are used in the financial management of the charter schools we manage are attached to this proposal in Attachment K.

Governance/Management

1. Organizational Structure

- a. *Describe how the proposed school will be governed. Explain how the governance and administrative structure is consistent/aligned with the school's mission and goals.*

The John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School will have an independent Board which operates with the guidance of By Laws that are reflective of the Sunshine Law and Act 22. Board selection will be very democratic and dedicated to the mission and philosophy of the ASPIRA Community Charter Schools.

Selection of the Trustees will be made at an annual meeting in June every year. The Board will consist of 9 to 15 members and the Chief Administrative Officer/School Director (ex officio, non-voting and acting as recording secretary).

All members of the Board of Trustees will serve two or three-year term and may be reelected or reappointed for a maximum of two terms. The Board of Trustees will elect officers from within its membership. Any Trustee may resign at any time by giving written notice to the Chairperson or Secretary of the Board. Any vacancy occurring in the Board shall be filled at the special meeting called for such purpose.

- b. *Submit the names and resumes of potential board members. Please also indicate whether each member has committed to serving on the board, and whether additional board members are being recruited.*

In attachment C we have included a list of potential Board of Trustees who have committed to serving and their resumes to-date. Additional members are being recruited as well as the current President of the Home and School Association at Stetson who will serve as well.

- c. *Will there be parent representation on the Board of Trustees? How many? Voting or non-voting?*

Stetson Charter School will have an active parent association, with an elected parent association president who will serve as the voting Board member for the school.

Stetson Charter School's Board will consist of members from the community and a member of the Parent Council from each of the schools. The Board recognizes the importance of parental involvement. The parent board member is a voting member of the board and there is always a minimum of one at the Board of Trustees. We know that the only way to have parents involved in the school is by keeping them informed. Board Meetings are published in area newspapers inviting parents and community members to the meetings and announcements are also made reminding the school community of the

meetings with posted flyers. Because Stetson Charter's Board members will be committed to the mission and the philosophy of our schools, they will be accessible and accountable to our parents.

- d. *Describe the board's relationship to the school's administration, teaching staff, students, parents, and community members.*

Cultural and communication systems have been developed to establish a climate of mutual respect between the board of trustees and all teachers, administrators, staff, parents, and students. The Board of Trustees are well informed of all issues and activities outside of the day-to-day instructional management of the school. The educational leader (Principal/CAO) reports all matters and/or issues as it relates to staff, students and community members to the Board of Trustees. The board also approves all policies and procedures, hiring practices and activities for the school.

- e. *Provide an organizational chart showing lines of authority among board, advisory bodies (if any), administration, staff, parents and students.*

The Organizational Chart is provided as Attachment B.

- f. *How often will the Board of Trustees meet? How will parents know when and where?*

The Board of trustees will meet every other month, six (6) times a year. As required by the Sunshine Act, it allows the public to be present at all meetings of agencies and to witness the deliberation, policy formulation and decision making of agencies. This is vital to the enhancement and proper functioning of the democratic process and that secrecy in public affairs undermines the faith of the public in government and the public's effectiveness in fulfilling its role in a democratic society.

The state declared it to be the public policy of the Commonwealth to insure the right of its citizens to have notice of and the right to attend all meetings of agencies at which any agency business is discussed or acted upon as provided in this act.

ASPIRA Charter Schools take this very seriously and announce via newspaper and school calendar of all Board of Trustee meetings so parents and the general public are well aware in advance.

- g. *Include copies of the school's proposed by-laws.*

BY LAWS

**JOHN B. STETSON CHARTER SCHOOL,
AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL**

ARTICLE I

NAME

1.1. **Name**. This Pennsylvania non-profit corporation shall be known as the
JOHN B. STETSON CHARTER SCHOOL,
AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL

1.2. **Purpose**. The purpose of the JOHN B. STETSON CHARTER SCHOOL,
AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL
is to provide a high quality public education to students in grades K-8 in Philadelphia
and surrounding communities.

ARTICLE II

OFFICES

2.1. **Registered Office**. The registered office of the corporation shall be located
3200 B Street, Philadelphia, PA 19134.

2.2. **Principal Office**. The Principal office of the corporation shall be located in
3200 B Street, Philadelphia, Pennsylvania. The corporation may have such other
offices within Pennsylvania as the Board may designate or as the business of the
corporation may require from time to time.

ARTICLE III

BOARD OF TRUSTEES

3.1. **Powers**. The Board of Trustees shall be the Board of Trustees as contemplated by
the Charter School Law and the Board of Trustees under the Pennsylvania Non Profit
Corporation Act. The Board shall have the authority to decide all matters regarding the
operation and functioning of the corporation, including but not limited to the authority to:

- a. Sign a written charter with the Board of Education of the School District of Philadelphia;
- b. Establish and maintain policies governing the operation of the School;
- c. Approve the appointment of a Chief Administrative Officer;
- d. Adopt the School calendar;
- e. Adopt textbooks;
- f. Adopt courses of study;
- g. Appoint or dismiss school administrators or staff members;
- h. Adopt the annual budget and conduct an annual independent audit of the School's finances;
- i. Buy or sell land;
- j. Locate new buildings or change the location;
- k. Create or increase indebtedness;
- l. Designate depositories for school funds;
- m. Enter into contracts of any kind where the amount of the contract exceeds five hundred dollars (\$500);
- n. Enter into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter's proportionate share of the cost of services provided or to be provided by the foregoing entities;
- o. Determine compensation and terms and conditions or employment of administrators, teachers and other employees of the School.

3.2. **Composition.** The Board of Trustees will consist of nine (9) to fifteen (15) members and the Chief Administrative Officer (*ex officio*, non-voting and acting as recording secretary).

A majority of board Trustees at all times shall be appointees of ASPIRA Inc*. The membership of the board shall include two parents, one of whom shall be the President of the Parents Association. Selection of the Trustees will be made at an annual meeting in June every year.

3.3. **Term.** All members of the Board of Trustees will serve two-year or three year terms. The Board of Trustees will elect officers from within its membership.

3.3.1 **Staggered Terms.** In order to maintain continuity and provide for orderly transition, Trustees shall be elected so that the term of office of approximately one third of the Board shall terminate each year. A director elected to replace a director who did not serve a full term shall be elected to complete the balance of such unexpired term. A Trustee elected to serve less than a full two (2) year term shall not become subject to limitations on terms of office set forth above until elected to a full two (2) year term.

3.4. **Vacancies.** Any Trustee may resign at any time by giving written notice to the Chairperson or to the Secretary of the corporation. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Verbal notice shall be effective only when communicated to the chairperson. Any vacancy occurring in the Board shall be filled at any regular or special meeting of the Board. A Trustee elected to fill a vacancy shall be appointed for the unexpired term of his predecessor in office.

Vacancies must be filled in a manner that maintains the required composition of the Trustees.

3.5. **Regular Meetings.** A regular meeting of the Board shall be held at least once per year and shall constitute its annual meeting. An annual schedule of regular meetings for the year will be established at the Annual Meeting in June. The Board may provide by notice the time and place, for the holding of additional regular meetings, and such meetings shall comply with the Sunshine Act.

3.6. **Special Meetings.** Special meetings of the Board may be called by or at the request of the Chairperson or any five (5) Trustees. The person or persons authorized to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

3.7. **Notice.** Notice of any special meeting shall be given at least five (5) days prior to the meeting by written notice delivered personally or mailed to each Trustee, or by notice given at least two (2) days prior to the meeting by email, telephone or facsimile or other similar device. If mailed, such notice shall be deemed to be delivered six (6) days after such notice deposited in the U.S. mail so addressed, with postage thereon prepaid. A Trustee waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or transaction of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs to be specified in the notice or waiver of notice of such meeting. Whenever notice is required by law, by the articles of incorporation or these by-laws, a waiver thereof in writing signed by the Trustee or

other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

3.8. **Quorum.** A majority of the Trustees shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than such majority is present at a meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice.

One or more persons may participate in a meeting by means of conference call or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

3.9. **Manner of Acting.** The act of the majority of the Board present at a meeting at which a quorum is present shall be the act of the Board.

3.10. **Committees.** The Board, by resolution adopted by a majority vote of the full Board, may designate from among its members an executive committee and one or more other committees, each of which, to the extent provided in the resolution, shall have the authority of the Board; except that no such committee shall have the authority to: (i) fill vacancies on the Board or any committee thereof; (ii) amend the by-laws; (iii) approve a plan of merger; or (iv) dismiss members of the Board.

3.11. **Advisory Committees.** The Board, by resolution adopted by a majority vote, may appoint advisory committees to the Board who, by such appointment, shall not be deemed to be Trustees, officers or employees of the corporation and whose functions shall not include participation in the operating management of the corporation. The advisory committees shall meet at such times as the Board shall determine. The advisory

committees shall consider, advise upon, and make recommendations to the Board and to the Chairperson with respect to matters of policy relating to the general conduct of the business of the corporation and with respect to such questions relating to the conduct of the business of the corporation as may be submitted to it by the Board or the executive committee. By way of example and not of limitation, the Board may appoint a policy and planning committee to advise on fundraising and an investment management committee to advise the corporation on its investment portfolio. The members of the advisory committee shall hold office at the pleasure of the Board. Additional members to fill vacancies may be appointed at any regular or special meeting of the Board.

3.12. Standing Committees.

A. The Executive Committee of the board shall consist of three (3) members: The Chairperson, who shall sit as chair of the committee, Secretary and Treasurer. The Chief Administrative Officer shall sit on this committee as a non-voting member. The executive committee may act in place of the Board on all matters not expressly reserved for the board as a whole or another standing committee. The executive committee shall be the direct supervisor of the Chief Administrative Officer. The Chairperson or his designee may call meetings with 24 hours notice.

3.13. **Ad Hoc Committees.** The Chairperson, from time to time, may establish ad hoc committees to address specific short-term needs. Such committees may be, but are not limited to, committees for executive search, construction, competitive bidding, expansion, new programs, etc. The size and mandate of the committees shall be determined by the Chairperson and the executive committee.

3.14. **Presumption of Assent.** A Board member who is present at a meeting of the Board of Trustees or committee of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the secretary immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of the action.

3.15. **Standard of Care.** A Trustee of the corporation shall stand in a fiduciary relation to the corporation and shall perform his duties as a Trustee, including his duties as a member of any committee of the Board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interests of the corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a Trustee shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:

- A. One or more officers or employees of the corporation whom the Trustee reasonably believes to be reliable and competent in the matters presented.
- B. Counsel, public accountants or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such person.
- C. A committee of the Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which the Trustee reasonably believes to merit confidence.

A Trustee shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.

In discharging the duties of their respective positions, the Board, committees of the Board and individual Trustees may, in considering the best interests of the corporation, consider the effects of any action upon employees, upon suppliers and customers of the corporation and upon communities in which offices or other establishments of the corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section.

Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Trustee or any failure to take any action shall be presumed to be in the best interests of the corporation.

A Trustee of the corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

- A. The Trustee has breached or failed to perform the duties of his office under this section and;
- B. The breach of failure to perform constitutes self-dealing, willful misconduct or recklessness.

The provisions of this section shall not apply to:

- A. The responsibility or liability of a Trustee pursuant to any criminal statute; or
- B. The liability of a Trustee for the payment of taxes pursuant to local, State or Federal law.

No member of the Board shall permit his position on the Board to create a conflict between his personal business activities and the actions of the corporation.

No member of the Board shall, as a private person, engage in any business transaction with the charter school of which he is a trustee, be employed in any capacity by the charter school of which he is a trustee, or receive from such charter school any pay for services rendered to the charter school.

ARTICLE IV
OFFICERS AND AGENTS

4.1. **General.** The officers of the corporation shall be a Chairperson, Secretary and Treasurer. The Board may appoint such other officers, assistant officers, committees and agents, including assistant secretaries and assistant Treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the Chairperson.

4.2. **Election and Term of Office.** The officers of the corporation shall be elected by the Board at the Annual Meeting in June. The term of such officers shall be for a period of one (1) year or until such time as their respective successors are duly elected and qualified. Officers may be re-elected without limitation.

4.3. **Removal.** A Board member may be removed from the Board for failure to perform his duties as a Board member by an affirmative vote of two-thirds (2/3) of all

members of the Board. Any officer or agent may be removed by the Board when in its judgment the best interest of the corporation will be served.

4.4. **Vacancies**. A vacancy in an office, however occurring, may be filled by the Board for the unexpired portion of the term.

4.5. **Chairperson**. Subject to the direction and supervision of the Board, the Chairperson shall have general supervision of the affairs of the Corporation. The Chairperson or his designee may call meetings, preside at meetings, sign contracts, appoint members of the committees (with the advice and consent of the Board whenever possible), and make temporary appointments upon the resignation or dismissal of any officer.

4.6. **Secretary**. The Secretary shall (i) keep the minutes of the proceedings of the committees, and the Board; (ii) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (iii) be custodian of the corporate record; (iv) keep at the corporation's registered office or principal place of business a record containing the names and addresses of all Trustees; and (v) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Chairperson or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The Trustees may, however, respectively, designate a person other than the Secretary or assistant Secretary to keep the minutes of their respective meetings. He shall, if required by the Board, give the corporation a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the corporation of all books, papers, vouchers, money and other

property of whatever kind in his possession or under his control belonging to the corporation.

Any books, records, or minutes of the corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

4.7. **Treasurer.** The Treasurer shall oversee the receipt and disbursement of all funds including local, state and federal funds and privately donated funds and shall periodically report to the Board on the financial condition of the school. The Treasurer shall also make payments out of these funds on proper orders approved by the Board and signed by the Chairperson or Vice-Chairperson of the Board. The Treasurer may pay out such funds on orders which have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the Board and by which prompt payment the Charter will receive a discount or other advantage.

The Treasurer shall oversee the deposit the funds belonging to the corporation in a depository approved by the Board. All deposits of the corporation's funds by the Treasurer shall be made in the name of the JOHN B. STETSON CHARTER SCHOOL, AN ASPIRA, INC. OF PENNSYLVANIA SCHOOL. The Board shall invest funds consistent with sound business practice. In the absence of the Chairperson, the Treasurer shall have the power and perform the duties of the Chairperson.

4.8. **Employee Dismissal.** Employee discipline, including suspension or dismissal, shall be governed by policies adopted by the Board. The Chief Administrative Officer shall be suspended or dismissed only by approval of the Board of Trustees.

ARTICLE V

INDEMNIFICATION OF CERTAIN PERSONS

5.1. **Authority for Indemnification**. Any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, by reason of the fact that he is or was a Trustee, officer, employee, fiduciary or agent of the corporation or is or was serving at the request of the Board as a Trustee, officer, partner, trustee, employee, or agent of any foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan ("Any Proper Person" or "Proper Person"), shall be indemnified by the corporation against expenses (including attorneys' fees), judgments, penalties, fines, (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 5.4 of these bylaws that he conducted himself in good faith and that he (i) reasonably believed, in the case of conduct in his official capacity with the corporation, that his conduct was in the corporation's best interest, or (ii) in all other cases (except criminal cases) believed that his conduct was at least not opposed to the corporation's best interests, or (iii) with respect to criminal proceedings had no reasonable cause to believe his conduct was unlawful. A person will be deemed to be acting in his official capacity, and for some other entity, while acting as a Trustee, officer, employee or agent of this corporation. No indemnification shall be

made under this Section 5.1 to a Trustee with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation in which the Trustee was adjudged liable to the corporation or in connection with any proceeding charging improper personal benefit to the Trustee, whether or not involving action in his official capacity, in which he was judged liable on the basis that personal benefit was improperly received by him. Further, indemnification under this Section 5.1 in connection with a proceeding brought by or in the right of the corporation shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding. These limitations shall apply to Trustees only and not to officers, employees, fiduciaries or agents of the corporation.

5.2. **Right to Indemnification.** The corporation shall indemnify Any Proper Person who has been wholly successful on the merits or otherwise, in defense of any action, suit, or proceeding referred to in Section 5.1 of these bylaws, against expenses (including attorneys' fees) reasonably incurred by him in connection with the proceeding without the necessity of any action by the corporation other than the determination in good faith that the defense has been wholly successful.

5.3. **Effect of Termination of Action.** The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 5.1 of the bylaws. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability.

5.4. **Groups Authorized to Make Indemnification Determination.** In all cases, except where there is a right to indemnification as set forth in Section 5.2 of these bylaws or where indemnification is ordered by a court, any indemnification shall be made by the corporation only as authorized in the specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he has met the applicable standards of conduct set forth in Section 5.1 of these bylaws. This determination shall be made by the Board by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding ("Quorum"). If a Quorum cannot be obtained, the determination shall be made by a majority vote of a committee of the Board designated by the Board, which committee shall consist of two or more Trustees not parties to the proceeding, except that Trustees who are parties to the proceeding may participate in the designation of Trustees for the committee. If a Quorum of the Board cannot be obtained or the committee cannot be established, or even if a Quorum can be obtained or the committee can be established but such Quorum or committee so directs, the determination shall be made by independent legal counsel selected by a vote of a Quorum of the Board or a committee in the manner specified in this Section 5.4 or, if a Quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board (including Trustees who are parties to the action).

5.5. **Court Ordered Indemnification.** Any proper person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 5.2 of those bylaws, including

indemnification for reasonable expenses incurred to obtain court-ordered indemnification.

If the court determines that the Trustee is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct were met as set forth in Section 5.1 of those bylaws or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper, except that if the individual has been adjudged liable, indemnification shall be limited to reasonable expenses incurred.

5.6. **Advance of Expenses.** Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation to Any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct prescribed in Section 5.1 of these bylaws; (ii) a written undertaking, executed personally or on his behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment); and (iii) a determination is made by the proper group (as described in Section 5.4 of these bylaws), that the facts as then known to the group would not preclude indemnification.

ARTICLE VI

PROVISION OF INSURANCE

6.1. **Insurance.** By action of the Board, notwithstanding any interest of the Trustees in the action, the corporation may purchase and maintain insurance, in such scope and accounts as the Board deems appropriate, on behalf of any person, who is or

was a Trustee, officer, employee, fiduciary, or agent of the corporation, or who, while a Trustee, officer, employee, fiduciary or agent of the corporation, is or was serving at the request of the corporation as a Trustee, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise, or employee benefit plan, against any liability asserted against, or incurred by, him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of Article V of these bylaws or applicable law.

ARTICLE VII

MISCELLANEOUS

7.1. **Fiscal Year**. The fiscal year of the corporation shall run from July 1 until June 30.

7.2. **Amendments**. The Board shall have power to make, amend and repeal the by-laws of the corporation at any regular or special meeting. Any change in the bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change. A vote of no less than two-thirds (2/3) of the Trustees of the Board is required to amend these by-laws.

7.3. **Gender**. The masculine gender is used in these by-laws as a matter of convenience only and shall be interpreted to include the female and neuter genders as the circumstances indicate.

7.4. **Sunshine Act.** Meetings of the Board of Trustees shall comply with the provisions of the Sunshine Act.

7.5. **Definitions.** Except as otherwise specifically provided in these by-laws, all terms used in these by-laws shall have the same definitions as in the Pennsylvania Nonprofit Corporation Act and Act 22 of 1997, and the Pennsylvania Charter School law.

- h. Provide detailed information on how the school will ensure that board members are familiar with the Sunshine Law, the Public Official and Employee Ethics Act, and the open Records Law. Provide details of board training to be provided. Will charter school have a conflict of interest policy?*

Our Boards of Trustees are individuals who have an expressed interest in the education of youth in our community. Members are from all facets of white and blue collar positions in the private and public sector. All new members are given an orientation on such matters as the Sunshine Law, the Public Official and Employee Ethics Act, and the open Records Law. Boards of Trustees have an annual retreat to review such policies. All ASPIRA Charter School Board of Trustees are required to have a Conflict of Interest and Ethics Policy.

2. Management

- a. Provide details on how the charter school will comply with requirements for child abuse clearances and criminal record checks and ensure that no employee will commence work prior to obtaining them.*

As required through all ASPIRA Charter School hiring policies and practices, ASPIRA thoroughly investigates all backgrounds of potential employees in all positions. Child abuse clearances and criminal background checks along with FBI fingerprinting are all verified prior to employment with any ASPIRA Charter School. All clearances are rechecked on an annual basis for existing personnel.

- b. Describe your school's plan for student health services, nurse services and immunization compliance.*

As required through all ASPIRA Charter Schools we will make available Health services to our students by hiring a full time dedicated nurse for our facility. This will ensure time and resources to take appropriate steps in getting all records of immunization documented for all students. We have comprised a comprehensive

Health Room Policy and Procedures Manual to assist staff and parents on how to proceed with any health related topic associated with their child in our school.

The Policy and Procedure Manual is provided as Attachment M.

- c. Will the school provide adequate liability and other appropriate insurance for the charter school, its employees and the Board of trustees of the charter school? Please provide name of insurance broker.*

John B. Stetson Charter School will be appropriately insured for Commercial General Liability and Fiduciary, along with protection of staff and Board of Trustees with sexual molestation clauses, Professional Educator's Legal liability, Umbrella policy, Workmen's Compensation and Director and Officers policies. We currently work with A.P. Orleans's Insurance Agency located at 333 Street Road, Bensalem, PA 19020. Our broker is Mr. Bert Foreman.

D. Parent and Community Involvement and Support

1. Parent , Student , and Community Involvement

- a. Describe the process established to review complaints and concerns of parents, students and teachers regarding the day-to-day operation of the charter school. Please include lines of authority, communication and timeframe for responses. Outline steps for a parent or citizen to address the board.*

When it comes to matters that are regarded as issues of concern that may need to be addressed, there is a standard protocol which must be followed to ensure timely and corrective action be taken to resolve any potential issues. In cases where staff need to discuss any issues, they are to bring it up with their immediately Supervisor (Assistant Principal). If they are unsatisfied with the response, they may bring the issue up with the school principal. At this point if an appropriate resolution can't be reached, the matter will be brought to the Board of Trustees. Parents and community members will have the same protocol to follow on issues to be addressed. Administration will be given 3 working days to respond to any and all complaints of staff, parents and students. All Board of Trustees meetings are announced and parents can schedule to attend so they may speak at the meeting to bring up any issues.

- b. Identify the proposed charter school's community and describe the relationship of the school to the surrounding community, and vice versa.*

Stetson Middle School is located in the West Kensington section of Philadelphia. It is in a predominantly Latino neighborhood that has a poverty level of about 94%. Stetson has come a long way in terms of having an ongoing relationship with the community.

Stetson holds many community events throughout the school year that allows for the involvement of the entire community.

c. In what capacity will community agencies or other entities work with the proposed Charter school.

From the onset, ASPIRA Charter Schools will be deeply involved with the surrounding community organizations such as ASPIRA of Pennsylvania, Asociacion De Musicos Latinos Americanos (AMLA), Taller Puertoriqueno and La Fortaleza Gym. We also intend to develop partnerships with some local universities including LaSalle, Temple and Drexel. All of these institutions have programs which are geared toward involving minorities in higher education including fields in which they are traditionally underrepresented such as Engineering and Teaching.

d. How will the school solicit the community and other stakeholder's feedback on school operations?

Our successful Stakeholder Group model already exists at the Renaissance School, and has an active parent association, so that we can continue to identify the specific needs of the school's community, and continue to connect that community with our current programs or to develop new programs to meet their needs. We will measure stakeholder satisfaction in various ways. Once a year Western Michigan University Evaluation Department will conduct a survey with our Parents, Teachers and Students. The school advisory council will also play an instrumental role in being a conduit of constant feedback and ensuring lines of communication are ever present.

E. LEGAL REQUIREMENTS

1. Admissions Policy

a. Renaissance school charters are required to serve all eligible children who reside in the catchment area of the school regardless of whether the child was residing in the catchment area and/or attending the neighborhood school at the same time of conversion into a renaissance School. Please provide an admissions policy that reflects this requirements and how the school will ensure that there will always be space available for resident students who reside in the catchment area to enroll.

All resident children in the commonwealth will qualify for admission to the John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School in compliance with the provisions of subsection (B) of the Pennsylvania Charter School Legislation.

The following Eligibility Criteria must be met by all prospective students:

- Eligible participants must be residents of the delimited geographical area established as the entity for each of the schools geographic community as defined in II.2.B.
- Eligible participants will be those students who have demonstrated interest in learning English and Spanish in a dual language program. Parents must sign a letter of commitment to keep the students in the ASPIRA Community Charter School of choice for the duration of the student's academic program in that school since mobility would have an adverse effect on the achievement in two languages of the student.
- Eligible participants will provide evidence from the feeder school of his/her progress in academic studies (student's records), if appropriate.
- Preference will be given to prospective students who are children of a teacher, administrator, or staff member of any of the ASPIRA Community Charter Schools, or are siblings of students currently enrolled in any of the schools.

Admission Requirements:

- Complete an application for admission.
- Comply with all health and immunizations requirements. If the student is not registered in the School District of Philadelphia, his/her parent must present a medical clearance.
- Parents will provide a written statement of assurance which states that the student and student's parents have elected to be involved in the program because of the special emphasis in learning both English and Spanish languages.
- Parents will provide a written statement of assurance which states that he/she will commit to provide support to help his/her child to succeed in school, and commit to participate in at least two (2) parent personal development and leadership workshops provided by the ASPIRA Community Charter Schools.
- Students and their parents or guardians must attend the orientation sessions to become more familiar with the school mission and develop enough criteria to commit to the ASPIRA Community Charter School's purpose.

Plan for Admission Lottery for Students Within and Outside the District

If more students apply to the John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School than the number of enrollment slots available in the school, then the students must be selected on a random basis from a pool of qualified applicants meeting the established eligibility criteria and submitting an application by the deadline established by the John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School. All of the eligible students must enter into a lottery, according to the students' age and grade by a process of computerized random selection.

The John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School will not discriminate in its admission policies and practices on the basis of race, gender, national origin, status as a person with disability, religion, political views, or sexual preference. Furthermore, the School will not discriminate on the basis of intellectual ability, athletic ability, measures of achievement or aptitude, proficiency in English or Spanish, or any other

basis that would violate the students and parents' civil rights. However, John B. Stetson Charter School, An ASPIRA, Inc. of Pennsylvania School may limit its admission to the grade levels available at a particular school, establish areas of the curriculum emphasizing one language or another (English or Spanish), and establish its criteria to evaluate prospective students. Such criteria are outlined in the admission methods.

a. Describe the charter's school plan for keeping attendance, reporting and combating truancy and proposed interventions.

Starting the 2011-2012 school year Stetson Charter School will be utilizing PowerSchool from Pearson. PowerSchool enables today's educators to make timely decisions that impact student performance while creating a collaborative environment for parents, teachers and students to work together in preparing 21st century learners for the future. This software will allow administrators, teachers and parents to manage all facets of student's progress on a day-to-day basis which will allow reports to be generated instantaneously on attendance, grades, and give appropriate warnings of potential truancy risks. Also, a new position will be generated; a community Relationship Liaison, which will work with at risk students and their families in behaviors and tendencies and work on preventive measures to get students back in school.

2. Conduct

a. The charter school must adopt and adhere to the School District of Philadelphia's Code of Student Conduct.

All ASPIRA Charter School adopts and adheres to the School District of Philadelphia's Code of Student Conduct.

b. Evidence is needed regarding familiarity with requirements for due process. Provide the components of your plan to provide students with due process and handle disciplinary infractions. Describe procedures for suspension and expulsion that comply with Public School Code and School District Code of Student Conduct. Describe how students and parent will be provided with the code of conduct.

All ASPIRA Charter Schools families are provided with a comprehensive School Code of Conduct during a mandatory orientation where all parents and students are made familiar with policies and procedures regarding school conduct and expectations. At this juncture families are asked to view the policies, discuss and sign their acknowledgment of the document. In addition, all families and students are provided with a copy of the comprehensive student code of conduct as part of the Parent and Student manual. This document details further all infractions and their disciplinary consequences along with due process information including resources where parent can look to for additional support.

Due Process and Procedures on Suspensions and expulsions are detailed in Attachment F of our sample Student Code of Conduct.

F. School Safety

1. School Safety

a. Outline the steps that have been taken to formulate a comprehensive school safety plan. Provide a copy of the school safety plan (as an appendix) that demonstrates a sound knowledge of Act of 26 of 1995.

All ASPIRA Charter Schools have a comprehensive school safety plan. Plans are adjusted to reflect pertinent personnel in each school and addresses protocol and procedure in dealing with situations of concern and serious incidents.

A copy of the School Safety Plan can be found as attachment P.

b. How will the proposed school address issues of safety at the school? What strategies will be employed to improve the building climate?

ASPIRA of PA believes that creating a safe and orderly school environment is absolutely essential for high quality instruction and learning. We have developed a comprehensive Code of Student Conduct for each of our charter schools. Parents and students are advised of the expectations and consequences of student conduct. To ensure the safety and security of all students and staff members our Code of Conduct is strictly enforced. Our schools have full time security personnel who monitor student and visitor entrances and exits from the building. Security systems with cameras are strategically placed throughout our buildings and school grounds to further ensure safety. Security personnel also work as mentors with individual students.

c. Describe who will be responsible for maintaining school safety, reporting Act 26 violations, and discuss how this is reflected in the budget.

ASPIRA Inc. of Pennsylvania will be responsible for maintaining school safety by enforcing our school's comprehensive code of student conduct. Parents and students are advised of the expectations and consequences of student conduct. To ensure the safety and security of all students and staff members our Code of Conduct is strictly enforced. Reporting ACT 26 violations will be the job of the school principal/CAO.



U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
 ASPIRA, Inc. of Pennsylvania

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS

| Budget Categories | Project Year 1(a) | Project Year 2 (b) | Project Year 3 (c) | Project Year 4 (d) | Project Year 5 (e) | Total (f) |
|--------------------------------------|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|------------|
| 1. Personnel | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 2. Fringe Benefits | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 3. Travel | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 4. Equipment | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 5. Supplies | \$ 199,984 | \$ 198,091 | \$ 0 | \$ 0 | \$ 0 | \$ 398,075 |
| 6. Contractual | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 7. Construction | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 8. Other | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 9. Total Direct Costs (lines 1-8) | \$ 199,984 | \$ 198,091 | \$ 0 | \$ 0 | \$ 0 | \$ 398,075 |
| 10. Indirect Costs* | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 11. Training Stipends | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 12. Total Costs (lines 9-11) | \$ 199,984 | \$ 198,091 | \$ 0 | \$ 0 | \$ 0 | \$ 398,075 |

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: ___/___/___ To: ___/___/___ (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify): _____ The Indirect Cost Rate is _____%

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is _____%



U.S. DEPARTMENT OF EDUCATION

BUDGET INFORMATION

NON-CONSTRUCTION PROGRAMS

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
ASPIRA, Inc. of Pennsylvania

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

SECTION B - BUDGET SUMMARY

NON-FEDERAL FUNDS

| Budget Categories | Project Year 1(a) | Project Year 2 (b) | Project Year 3 (c) | Project Year 4 (d) | Project Year 5 (e) | Total (f) |
|--------------------------------------|-------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------|
| 1. Personnel | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 2. Fringe Benefits | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 3. Travel | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 4. Equipment | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 5. Supplies | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 6. Contractual | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 7. Construction | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 8. Other | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 9. Total Direct Costs (lines 1-8) | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 10. Indirect Costs | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 11. Training Stipends | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| 12. Total Costs (lines 9-11) | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Standard Form 424B (Rev.7-97)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. "4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. "1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. "276a to 276a-7), the Copeland Act (40 U.S.C. '276c and 18 U.S.C. "874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. " 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. "1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. "7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. "1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance

of 1975, as amended (42 U.S.C. " 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) " 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. " 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. ' 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. "1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. '470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. "469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. "2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. "4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Representative:

Name of Authorized Certifying Representative: Alfredo Calderon

Title: Executive Director

Date Submitted: 08/23/2010

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| | | |
|--|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Loan <input type="checkbox"/> Loan Guarantee <input type="checkbox"/> Loan Insurance | 2. Status of Federal Action: <input checked="" type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award | 3. Report Type: <input checked="" type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change only: Year: 0 Quarter: 0 Date of Last Report: |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: 0 Name: Alfredo Calderon Address: 4322 North 5th Street City: Philadelphia State: PA Zip Code + 4: 19140- Congressional District, if known: | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Name: Address: City: State: Zip Code + 4: - Congressional District, if known: | |
| 6. Federal Department/Agency: Education | 7. Federal Program Name/Description: Non-SEA Charter School Startup CFDA Number, if applicable: | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$0 | |
| 10. a. Name of Lobbying Registrant (if individual, last name, first name, MI): Address: City: State: Zip Code + 4: - | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): Address: City: State: Zip Code + 4: - | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Name: Alfredo Calderon Title: Executive Director Applicant: ASPIRA, Inc. of Pennsylvania Date: 08/23/2010 | |
| Federal Use Only: | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) | |

CHARTER SCHOOLS PROGRAM ASSURANCES

NON-SEA APPLICANTS FOR PLANNING, PROGRAM DESIGN, AND IMPLEMENTATION

Pursuant to Section 5202(b) of the ESEA, an applicant for CSP funds that is not a State educational agency (SEA) must provide the following assurances.

As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:

- (a) All items described in the application requirements;
- (b) An assurance that the eligible applicant will annually provide the Secretary such information as may be required to determine if the charter school is making satisfactory progress toward achieving the objectives described in section 5203(b)(3)(C)(i) of the ESEA;
- (c) An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- (d) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- (e) Proof that the applicant has applied to an authorized public chartering authority to operate a charter school and provided to that authority adequate and timely notice, and a copy, of this application; or an assurance that this application is for a precharter planning grant and the authorized public chartering authority to which a charter school proposal will be submitted has not been determined;
- (f) A copy of proof of applicant's non-profit status;
- (g) The applicant's DUNS and TIN numbers;
- (h) A statement as to whether or not an applicant for planning and implementation funding has previously received funding for this program either through a State subgrant or directly from the Department;
- (i) Such other information and assurances as the Secretary may require;
- (j) An assurance that the eligible applicant will use the funds to plan and implement a charter school in accordance with the Charter Schools Program; and
- (k) Assurances that the State educational agency will (i) grant, or will obtain, waivers of State statutory or regulatory requirements; and (ii) will assist each subgrantee in the State in receiving a waiver under section 5204(e) of the ESEA.

NAME OF AUTHORIZED OFFICIAL: Alfredo Calderon

TITLE: Executive Director

SIGNATURE OF AUTHORIZED OFFICIAL:

APPLICANT ORGANIZATION: ASPIRA, Inc. of Pennsylvania

DATE SUBMITTED: 08/23/2010

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

| |
|---------------------------------|
| APPLICANT'S ORGANIZATION |
|---------------------------------|

| |
|------------------------------|
| ASPIRA, Inc. of Pennsylvania |
|------------------------------|

| |
|--|
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE |
|--|

| | | |
|---------------------------|---------------------|--------------|
| Prefix: | First Name: Alfredo | Middle Name: |
| Last Name: Calderon | | Suffix: |
| Title: Executive Director | | |

| | |
|------------|------------|
| Signature: | Date: |
| _____ | 08/23/2010 |

ED 80-0013

03/04

Section 427 of GEPA

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P. L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1894-0005**. The time required to complete this information collection is estimated to average 1.5 hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:** U.S. Department of Education, 400 Maryland Avenue, S.W., Washington, D.C. 20202-4537.

Applicants should use this section to address the GEPA provision.

Attachment:

Title : ASPIRA Stetson Charter GEPA

File : C:\fakepath\Stetson GEPA statement 2010.doc

Project for Creation and Implementation of Stetson Charter School- An ASPIRA Inc of Pennsylvania School: Statement of Compliance with Section 427 of GEPA

The John B. Stetson Charter School is a project developed by ASPIRA, Inc. of Pennsylvania in partnership with the School District of Philadelphia to turn around a persistently low performing middle school that serves primarily Latino students. ASPIRA, Inc. of Pennsylvania is a non-profit (501(c)3) community service organization whose mission is “To empower the Puerto Rican and Latino community through advocacy and the education and leadership development of its youth.” ASPIRA of PA has provided educational services to the Philadelphia community since 1968, and currently operates two other successful charter schools, the largest Head Start Preschool program in Philadelphia, and a 21st Century Community Learning Center, among other programs. As is the case with all of its other educational programs, ASPIRA of PA will not discriminate in any way in the implementation of the Stetson Charter School in its admission practices or in the provision of services against any student or parent based on their race, gender, national origin, status as a person with disability, religion, political views or sexual preference. Furthermore, ASPIRA of PA will not discriminate on the basis of intellectual ability, athletic ability, measures of achievement or aptitude, proficiency in English or Spanish, or any other basis that would violate the students and parents’ civil rights. However, ASPIRA of PA may limit its admission to the grade levels available at Stetson Charter (currently, grades 6 to 8).

ASPIRA of PA’s takeover of Stetson School limits the services of the charter school to students enrolled in the Philadelphia Public Schools who live within set geographical boundaries. In order to encourage participation of all parents and students within those boundaries, ASPIRA of PA will hold a series of Open Houses for the public in the spring and summer of each year that will be announced in local papers in English, Spanish, and any other language found to be represented in large numbers. We will also post flyers regarding the services provided at the school and the means to enroll children in the school in local grocery stores and drug stores in the catchment area. We will ensure to state in all literature at the school that we will provide services to ELL students and students with special education needs.

**SUPPLEMENTAL INFORMATION
REQUIRED FOR
DEPARTMENT OF EDUCATION GRANTS**

1. Project Director:

Prefix: * First Name: Middle Name: * Last Name: Suffix:
Alfredo Calderon

Address:

* Street1: 4322 North 5th Street
Street2:
* City: Philadelphia
County:
* State: PA * Zip / Postal Code: 19140 * Country: USA

* Phone Number (give area code) (215)455-1300
Fax Number (give area code)

Email Address:

ACALDERON@ASPIRAPA.ORG

2. Applicant Experience

Novice Applicant Yes No Not applicable

3. Human Subjects Research

Are any research activities involving human subjects planned at any time during the proposed project period?

Yes No

Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

No Provide Assurance #, if available:

Please attach an explanation Narrative:**Attachment:**

Title : Stetson Charter Research Subjects Statement
File : C:\fakepath\Stetson Charter Research Subjects Statement 2010.doc



Project for Creation and Implementation of Stetson Charter School- An ASPIRA Inc of Pennsylvania School: Research Subject Compliance Statement

The John B. Stetson Charter School is a project developed by ASPIRA, Inc. of Pennsylvania in partnership with the School District of Philadelphia to turn around a persistently low performing middle school that serves primarily Latino students. ASPIRA, Inc. of Pennsylvania is a non-profit (501(c)3) community service organization whose mission is “To empower the Puerto Rican and Latino community through advocacy and the education and leadership development of its youth.” ASPIRA of PA will not be conducting research on human subjects funded by this charter school implementation project. The funding for this project will be used to purchase equipment, curriculum and computers for the new school only, and will not be used for research. Any research conducted by ASPIRA Inc or the Stetson Charter School staff will only be reported in aggregate, and will not provide identifying links to any individual student with regard to their demographic information or academic performance.

Project Narrative

ED Abstract

Attachment 1:

Title: **Stetson Implementation Abstract Pages: 1** Uploaded File: **ASPIRA of PA Stetson Charter School Implementation Grant ABSTRACT 2010.doc**

ABSTRACT

Project Title: Initial Creation and Implementation of the Stetson Charter School, An ASPIRA Turnaround School in Philadelphia, PA

CDE Information: Charter Schools Program Non-SEA Planning, Program Design, and Implementation (Number 84.282B)

Applicant Organization: ASPIRA, Inc. of Pennsylvania (a 501(c)3 non-profit organization)

Application Contact Information: Mr. Alfredo Calderon, Executive Director, 4322 North 5th Street, Philadelphia, PA 19140.

Phone: (215) 455-1300

Email Address: ACalderon@aspirapa.org

Type of Project: Charter School Initial Implementation

ASPIRA, Inc. of Pennsylvania is proposing to create a project for the U.S. Department of Education under the Charter Schools Program Non-SEA Planning, Program Design and Implementation grant system that will dramatically improve the implementation of the new John B. Stetson Charter School in an impoverished area of Philadelphia, PA. ASPIRA of PA is a 501(c)3 non-profit community services and educational organization that has served the Philadelphia area since 1968, including developing and managing two very successful bi-lingual English/Spanish charter elementary schools. ASPIRA of PA was selected by the School District of Philadelphia through a highly competitive process to turn the failing John B. Stetson Middle School, a high poverty, primarily Latino school serving 675 students in grades 5 to 8, into a bilingual charter school. The school has a high percentage of ELL students (30%), mostly Spanish speaking, similar to the populations of ASPIRA's two other charter schools- Pantoja Charter and De Hostos Charter.

ASPIRA's implementation grant application for Stetson Charter School meets the central purpose of this grant program as the funds will be used to purchase classroom furniture and student computers that are necessary for providing a high quality education to our students. This proposal also meets both invitation priorities for this program. The grant meets Invitational Priority 1, because ASPIRA will be replicating its high quality charter school models in a high need community with a large proportion of public schools that are in corrective action. The grant meets Invitational Priority 2, because Stetson is being closed by the District and re-opened as a new charter school under the management of a successful Charter Management Organization (ASPIRA of PA).

The goals of this project are straightforward: we will be purchasing with these funds furniture for 31 classrooms (including student desks, student chairs, teacher desks, storage cabinets and similar items) and 13 mobile laptop labs of 22 student computers each. The project will last for two years, and will cost a total of \$398,075. The project is essential to the implementation of the school, as the School District removed all furniture and computers prior to turning the school over to ASPIRA, and because our curriculum requires students to use computers for learning and conducting research projects. The outcomes that we expect are high levels of proficiency as measured by State tests of Math, Reading, Science and Writing and achievement of the federal No Child Left Behind goals for the school. Contributions for policy include a deeper understanding of the requirements for creating successful turnaround schools that serve high levels of ELL students in high poverty communities.

Project Narrative

Project Narrative

Attachment 1:

Title: **ASPIRA Stetson Charter Narrative** Pages: **31** Uploaded File: **Stetson Charter School Implementation Grant Narrative 2010.doc**

Stetson Charter School Implementation Grant
August 2010

Program Narrative

TABLE OF CONTENTS

| | |
|--|---------|
| 1. Invitational Priorities | Page 1 |
| 2. Application Requirements | Page 3 |
| 2i. Educational Program..... | Page 3 |
| 2ii. Charter School Management..... | Page 11 |
| 2iii. Charter Objectives and Measurements..... | Page 18 |
| 2iv. Administrative Relationships..... | Page 20 |
| 2v. Parent and Community Involvement..... | Page 21 |
| 2vi. Continuing Operation..... | Page 23 |
| 2vii. Waivers Requested | Page 23 |
| 2viii. How Grant Funds will be Used | Page 24 |
| 2ix. How students will be Informed..... | Page 25 |
| 2x. Compliance with IDEA | Page 26 |
| 2xi. Dissemination Activities..... | Page 31 |

1. Invitational Priorities

During the 2009-10 school year, the School District of Philadelphia created a new Renaissance Charter Schools program that identified persistently low performing schools in high-need neighborhoods and invited charter management organizations with a track record of success in the City to propose innovative ways of turning those schools around. ASPIRA, Inc. of Pennsylvania (ASPIRA of PA), a community service and educational non-profit organization, was asked to submit a proposal, and was awarded a charter for the takeover of John B. Stetson Middle School beginning in July of 2010. The resulting school is the subject of this implementation grant application- The John B. Stetson Charter School: An ASPIRA Inc. of Pennsylvania School.

John B. Stetson Charter School is a grade 5 to 8 middle school serving approximately 675 students who are nearly all (95%) economically disadvantaged, minority (78%

Hispanic, 20% African American) students. The school will serve large percentages of ELL students- approximately 30% of the students are in need of ESoL instruction and limited English speaker accommodations. The school draws from a catchment zone in Philadelphia near the central office of ASPIRA of PA that consists of high poverty neighborhoods of primarily Spanish speaking residents and is surrounded by low performing elementary schools that feed into the middle school. ASPIRA of PA will be replicating its two high quality bilingual education charter schools at Stetson.

ASPIRA's implementation grant application for Stetson Charter School meets both invitation priorities for this program. The grant meets Invitational Priority 1, because ASPIRA will be replicating its high quality charter school models in a high need community with a large proportion of public schools that are in corrective action. The grant meets Invitational Priority 2, because Stetson is being closed by the District and re-opened as a new charter school under the management of a successful Charter Management Organization (ASPIRA of PA).

Parents at the original Stetson Middle School were very involved in the selection of ASPIRA of PA as the management organization for the charter school, and we will continue to involve parents in all aspects of the implementation of the new school. Our charter school model encourages high levels of parent involvement, as we work with entire families to provide the services they need to be able to support their child's education. We will involve parents in the conduct of this project as we invite their input on our choice of classroom furnishings and student laptop computers purchased

through this grant. Our high rates of parent involvement are evident in our other two charter schools, where parent attendance at teacher conferences exceeded 95%!

2. Application Requirements (CFDA number 84.282B)

(i) Describe the educational program to be implemented by the proposed charter school, including how the program will enable all students to meet challenging State student academic achievement standards, the grade levels or ages of students to be served, and the curriculum and instructional practices to be used;

ASPIRA, Inc. of Pennsylvania (ASPIRA of PA) is a community-based organization whose mission is to empower the Latino community through advocacy and the education and leadership development of its youth. For over 40 years, ASPIRA of PA has created and operated a wide array of programs that have targeted the needs and benefited the lives of thousands of families, primarily in the area of North Philadelphia. ASPIRA conversion of Stetson Middle School into a Charter School builds on our successful relationship with the community and our success in creating and operating two popular charter schools.

Stetson Charter School will serve approximately 675 students in grades 5 to 8. All of our schools have the following goals:

- A quality school of choice is available for parents and students
- All children enter every grade on level
- All students are excited to attend school every day

- The opportunity and achievement gap is closed for all students
- Gifted and talented classes are offered in elementary and middle schools
- All students have access to comprehensive enrichment, including arts, music, and athletic programs during the day, after school, during the summer, and on Saturdays
- All students have access to a counselor in their school
- Life skills and workplace skills are taught to all middle school students
- All students who want to go to college are ready to do so
- Students who are at risk of falling behind or dropping out of school are identified early and provided the supports they need to succeed
- Language assistance is provided for all ELL students
- Multiculturalism pervades all teaching and learning
- Formal peer assistance and teacher induction programs and mentoring programs are provided to all new teachers
- Parent outreach is a formal part of the school program
- Teaching standards are clear and teacher evaluations are an essential part of improving instruction on a daily basis.

Our educational program achieves these goals through the following design aspects:

- Curriculum aligned to PA state standards
- Programs to address ELL, Special Education, and mentally gifted students
- After school enrichment, extracurricular activities, and athletics

- Parent involvement including a parent association and at least quarterly parent/teacher meetings or conferences
- Access to at least one foreign language
- Longer school day and year than the existing School District calendar
- Specific programming for college and work readiness
- Specialized services for children with social, emotional, and behavioral issues
- Specific programming to ensure school culture that promotes a safe and secure learning environment
- Community involvement including a defined role for parents and community to ensure faithful implementation of our education plan
- Ongoing assessments of student performance and creation of data driven instructional program
- Professional development for all staff
- Targeted academic supports and interventions for students performing below grade level
- Plan for incorporating technology to support a rigorous instructional program
- School uniforms for all students
- Bilingual English/Spanish school (K to 8 school only)
- Bilingual staff (approximately 50%)
- ASPIRA After-School programs
- A separate non-profit operating Board
- Extensive, on-site special education services

- A technology-supported curriculum with tablet laptops for all middle school students.

The curriculum at Stetson will be the same curriculum currently being used in our two charter schools. The curriculum is Standards-based, and all materials are available in both English and Spanish versions.

Mission and Vision:

The mission of Stetson Charter School is to promote excellence by providing all of the students with an academically enriched curriculum in two languages, Spanish and English, in the lower elementary grades and to infuse the curriculum with the social, historical experience of Latinos living in this country and throughout the Caribbean and North and South America. This curriculum provides all students with a clear sense of their cultural identity, a critical approach to the history of Latinos and Latinas, and the skills and experiences to empower them to develop a strong commitment to social change within their community.

The school provides a rigorous curriculum that reflects the national and state standards in the content areas in addition to a *serve and learn* approach to challenge every student's academic and citizenship potential. Students will use the latest learning tools and technologies in combination with the arts and project-based instruction to pursue basic skills and higher order thinking skills. At the core of the mission of our Renaissance Schools is the mission of ASPIRA itself: to bring unity and empowerment to the community by challenging youth, parents, teachers and staff to serve that

community with respect, commitment, and high expectations. In turn, this ensures the successful transformation of the community into an exemplary one that invites investment for the future.

Educational Program/Curriculum

Stetson Charter School will have a dual language approach to instruction that will instruct all students in both English and Spanish. For our younger students, beginning in Kindergarten and First Grade, our students will learn half of their subjects in English, and half in Spanish. In the older grades, as students enter middle school, they will be taught most of their classes in English, and will have a Spanish class that teaches them reading and writing in Spanish.

The goal of our dual language program is to graduate from Stetson Charter School highly proficient speakers of both English and Spanish in addition to bi-cognitive and bi-literate individuals who will not only be able to function equally well in two cultures-- the American and the Latino/Puerto Rican -- but will develop a deep respect and understanding of differences across cultures. This bilingualism/ multiculturalism will give the students an added advantage when they graduate from high school and college and compete in the workplace.

Another fundamental element of our Renaissance Charter Schools' program is the Leadership Development curriculum. This curriculum focuses on public, civic and community advocacy. It not only builds leadership skills in students, but also provides opportunities for them to develop specialized leadership skills in public policy,

entrepreneurship, and community-based initiatives. The curriculum is based on the following principles:

- It is important to build meaningful relationships across race, class, gender, sexual identity and generations to strengthen the existing social capital of young people in low-income communities.
- Youth leadership development takes a long time—it is a process. Caring adults need to invest in young people over a period of years in order to provide consistency.
- Young people need to be actively engaged in the process of community change at all levels, from the street corner to the board room.
- Society must acknowledge and embrace the idea that youth are talented and capable of leading community change.
- Young people must lead positive change themselves in order for it to succeed.
- Leadership programs must identify, nurture and support more than talented elite.
- The process of developing young leaders begins with learning how to learn.

Our leadership curriculum is taught to all of our students starting in Kindergarten as part of their Social Studies program, and as an overall theme in all subjects. The Leadership program provides our students with continuity in college and career preparation as they continue beyond 8th grade graduation, working with ASPIRA through our internship and ASPIRA Clubs for high school students.

Daily Sample Schedule

| | | | |
|-------------------|---------------------|----------------------------------|------------|
| Subject/ Grade | 5th-6th | 7 th -8 th | |
| Reading/ LA | Spanish | Spanish | English |
| | 120 min/day | 60 minutes | 60 minutes |
| Math | English | English | |
| | 90 min/day | 60 min/day | |
| Science | Spanish | English | |
| | 45 min/twice a week | 45 min/twice a week | |
| Social Studies | Spanish | Spanish | |
| | 45 min/twice a week | 45 min/twice a week | |
| Other (Preps) | English | English | |
| | 45 min/day | 45 min/day | |

Curriculum Materials at Stetson Charter School

| GRADE | English | Math | Science | Social Studies | Spanish |
|--------------|----------------|---------------|---|--------------------------------------|----------------|
| Kindergarten | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons | Exprésate |
| First Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons | Exprésate |
| Second Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Exprésate |
| Third Grade | StoryTown | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Exprésate |

| | | | | | |
|---------------|--|----------------|---|--|---------------|
| Fourth Grade | Trophies/Trofeos | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Realidades |
| Fifth Grade | Trophies/Trofeos | Everyday Math | Foss Kits STC Kits/booklets Harcourt Science (Spanish and English) | Harcourt Horizons Scholastic News | Realidades |
| Sixth Grade | Holt Elements of Literature Introductory Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Uno |
| Seventh Grade | Holt Elements of Literature First Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Dos |
| Eighth Grade | Holt Elements of Literature First Course | Connected Math | Foss Kits STC Kits/booklets Holt Middle School Science | Houghton Mifflin Social Studies Houghton Mifflin Historia y Ciencias sociales © 2007 Scholastic News | Ventanas Tres |

Our curriculum goals are consistent with both the federal No Child Left Behind Law and with the goals of Imagine 2014- that every student will be proficient and performing on grade level in the core subjects of Reading, Mathematics and Science. We will gauge the effectiveness of the proposed curriculum (including our dual language bilingual program) through a combination of assessments that indicate how well our students are progressing toward achieving at grade level. These assessments include:

Reading levels – DRA in English and Spanish- All grade levels

QRI- Running records in reading- All grade levels

Curriculum unit tests- linked to Pennsylvania Academic Standards- All grade levels

Study Island- Benchmarking tests for the PSSA in Math and Reading

administered 3 times per year- grades 3 to 8

GMADE (or Terra Nova)- Math assessments administered at the beginning of

each academic year- All grade levels

GRADE (or Terra Nova)- Reading assessments administered at the beginning of

each academic year- All grade levels

PSSA- Reading, Math, Writing, Science assessments, grades 3 to 8

Our administrators, master teachers and mentor teachers will review our students' academic progress relative to expectations of grade level performance at least twice annually. If any aspect of our curriculum appears to be deficient in producing dramatic improvements in student achievement, we will begin investigating materials that will more effectively educate our students.

ii) Describe how the charter school will be managed;

Over the past 12 years, ASPIRA of PA has assembled a team of highly experienced and capable professionals that forms the core of Stetson Charter School's implementation and management team. Our team lives in, works in and cares deeply for the surrounding community, and we are committed to dedicating the time, personnel and resources to ensuring that Stetson's students are successful. ASPIRA will serve as a managing partner for the school, answering to the school's non-profit Board.

The School will be managed by its non-profit Board of Trustees, with ASPIRA of PA contracted to provide the majority of services to manage the school's operations.

ASPIRA of PA will be providing the following services to the school:

Information Technology

- Network Building, Configuration and Implementation
- IT Support
- Working with teachers infusing curriculum with technology for lesson plans

Finance/Accounting

- Accounts payables/receivables
- Accounting
- Auditing
- Internal controls
- Funding reporting
- Deposits
- Payroll

Human Resources

- Hiring/Firing/Discipline
- All reporting as it pertains to personnel to state
- Benefits analysis and implementation
- Compliance

Security

- Security Guards
- Equipment installation and Security monitoring

- 24 Hour on duty guards

Food Services

- Managing Kitchen staff and Lunch Aides
- Ordering of food and supplies
- Nutritionists
- Monitoring of food consumption and waste
- Compliance of all food distribution codes and certifications

Transportation

- Provide To and From transportation via school buses for Students
- Buses are new, air conditioned, and seat belts provided with on board cameras

Administrative

- Executive Management

Education

- After school programs
- ELL program support
- Curriculum support

Fundraising

- Fundraising activities
- Grantwriting

Professional Development

- Teacher training
- Executive training

- Staff training

The School's CAO will answer to the School's Board of Trustees, and will manage the day to day operations of the school, supported by two assistant principals. The responsibilities of the key personnel are:

- CAO/Principal- Responsible for day-to-day operations of the school, including managing all school staff and overseeing curriculum and partnerships
- Assistant Principal- Responsible for managing student discipline and attending to student truancy issues. Also responsible for managing all aspects of the school under the direction of the CAO
- Special Ed Coordinator- Responsible for coordinating Special education services, developing and managing IEPs, and managing the CSAP team
- ELL Coordinator- Responsible for coordinating all ESL services and diagnostic assessments for ELL students
- Master Teachers/Coaches- Responsible for coaching all teachers and co-teaching, providing professional development and teacher evaluations, supporting data-driven instructional decisionmaking
- Mentor Teachers- Responsible for teaching in a regular classroom and providing coaching and professional development services for fellow teachers
- ASPIRA CEO- Responsible for managing all of the ASPIRA of PA partnership activities, including overseeing the school's finances and fundraising
- ASPIRA COO- Responsible for managing all of ASPIRA's partnership activities, at the direction of ASPIRA's CEO

- ASPIRA CFO- Responsible for overseeing and developing the budgets for the schools, and reporting on the budgets to the Schools' Boards of Trustees
- ASPIRA Facilities Director- Responsible for overseeing all transportation and facilities needs School.

Management team qualifications:

- Alfredo Calderón: Chief Executive Officer, ASPIRA, Inc. of PA since 2000. Mr. Calderón oversees ASPIRA, a multi-million dollar non-profit advocacy, education and leadership development organization working with youth and adults. He oversees a staff of over 250 full time and part time employees. He managed the charter application process for Antonia Pantoja Charter School in Philadelphia, and oversaw the hiring of all staff, the creation of the non-profit Board, the development of curriculum, the extensive renovation of the school facilities, the development of the budgeting and financial management and the recruitment of 714 students and their parents for the bi-lingual charter school. He has also overseen the creation of the ASPIRA Pre-K/Head Start program, the largest Head Start program in Philadelphia.
- Evelyn Nunez: Ms. Nunez is the Chief Academic Officer and founding Principal of Antonia Pantoja Community Charter School in Philadelphia. As the founding Principal of Pantoja, she has been responsible for interviewing and hiring over 100 staff members for a school serving over 700 students. Her responsibilities also include fiscal management for the school, staff supervision, overseeing implementation of the curriculum, managing the day-to-day operations of the school, maintaining a safe school environment,

collaborating with the school's many community stakeholders, working with the school's Board to ensure fidelity to the vision and mission of the school, and raising additional funds for the school. Prior to working at Pantoja Charter School, she was CAO of ASPIRA's other charter school- Eugenio Maria de Hostos Charter. Ms. Nunez is a graduate of the Philadelphia Public School System. She holds a Letter of Superintendent from Arcadia University and a Master of Science in Educational Leadership from Cheyney University.

- Orlando Rendon: Chief Operating Officer, ASPIRA, Inc. of PA. Mr. Rendon has served ASPIRA, Inc. of PA since 2000, first serving as ASPIRA's Finance Director, and since 2009 as the organization's Chief Operating Officer (COO). He is currently responsible for leading and managing a wide array of educational and youth development programs offered by ASPIRA, including ensuring proper licensure, contracting, and personnel are employed in all programs, and ensuring the efficient and effective delivery of all program services to the community. He ensures that ASPIRA's services are in compliance with all federal, state, and City regulations. He reports to the CEO of ASPIRA regarding each program's achievements, challenges and immediate needs. Mr. Rendon is a graduate of the Philadelphia Public School System (Central High School), and holds a Bachelor's Degree in Business Administration from Temple University.

- Cynthia Cruz-Vega: Principal, Pequeños Pasos de ASPIRA Bilingual Preschool. Ms. Cruz-Vega began serving as Principal of ASPIRA's Bilingual Preschool in 2007. Her responsibilities include hiring and interviewing staff for the 355

student Pre-K/Head Start program, the largest Head Start program in the region, overseeing staff development, implementing a safe school environment, liaising with parents and community groups, gathering data and completing federal state and local reports, and similar activities. Prior to serving as ASPIRA's Preschool Principal, Ms. Cruz-Vega worked for the School District of Philadelphia as a Middle School principal-in-training, and as a bilingual classroom teacher and small learning community coordinator. Ms. Cruz-Vega holds a Master's Degree in Educational Leadership from Lehigh University and another Master's Degree in Elementary Education from Arcadia University.

- Murray Rosenman, CPA: Chief Financial Officer, ASPIRA, Inc. of PA. Mr.

Rosenman joined ASPIRA of PA in 2009. As CFO, Mr. Rosenman implements controls in auditing procedures, creates contracting materials, oversees and reduces excess program costs, and ensures timely and efficient contract implementation. Prior to his work at ASPIRA, Mr. Rosenman as CFO of Liberty Resources, Inc. of Philadelphia a non-profit, Consumer driven organization that advocates and promotes independent living for persons with disabilities, and Gold Medal Sporting Goods, Inc. of Croydon, PA. He is a Certified Public Accountant in the State of Pennsylvania.

- Andres Perez, Jr.: Facilities Director, ASPIRA, Inc. of PA and Chief Executive Officer of ASPIRA Community Enterprises. Mr. Perez oversees all of ASPIRA's facilities development and maintenance projects, including a

primary administrative building, two charter school facilities, and large Pre-K/Head Start facility. Prior to working with ASPIRA, Mr. Perez served the City of Philadelphia as Deputy Managing Director in the Office of the Managing Director for four years, and then as Commissioner of the Department of Public Property for fourteen years. As Commissioner of the Department of Public Property, Mr. Perez was responsible for managing the City's 11,000 parcels of land and overseeing all seven of the Department's administrative subunits, including Real Estate Operations, Architecture and Engineering, and Facility Planning. Mr. Perez received his B.A. in Social Welfare from Antioch University.

ASPIRA, Inc. encourages applications for employment by persons who are members of groups that have traditionally been underrepresented based on race, color, national origin, gender, age, or disability. We currently employ over 75% minority staff members, particularly members of the Latino community as we serve many Spanish speaking families and families hailing from Mexico, Latin America and South America.

iii) Describe the objectives of the charter school and the methods by which the charter school will determine its progress toward achieving those objectives;

The main objectives of the Stetson Charter School are to ensure that all of our students become proficient in Reading, Math, Technology, Science, Writing and Social Studies, as measured by official State tests and nationally standardized tests by the time that they graduate from 8th grade. Our primary school goal is to make the Annual Yearly Progress goals set by the State of Pennsylvania under the federal No Child Left Behind

Law. The current targets for Proficiency for Reading and Math for 2010-11 are 72% proficiency in Reading and 67% proficiency in Math. Last year, only 19% of students were proficient in Math and 20% were proficient in Reading.

Stetson will use the PSSA (Pennsylvania System of School Assessment) tests in Reading, Writing, Math and Science to measure annual student progress toward proficiency on the Pennsylvania Academic Standards. We will also use the following tools to measure our students' mastery of Pennsylvania's Academic Standards and national academic standards.

| Subject | Assessment | Grade Levels | Frequency |
|----------------|--|---------------------|------------------------|
| Reading | DRA in English and Spanish | Grades 5 to 8 | Three times per year |
| All subjects | Curriculum unit tests-linked to Pennsylvania Academic Standards-All grade levels | Grades 5 to 8 | 6 to 10 times per year |
| Science | Benchmarking tests from Houghton Mifflin (Data director) | Grades 5 to 8 | 3 times per year |
| Reading | Study Island- Benchmarking tests for the PSSA Reading administered - | grades 5 to 8 | 3 times per year |
| Reading | GRADE- Reading | Grades 5 to 8 | Fall |
| Math | Study Island- Benchmarking tests for the PSSA Math | grades 5 to 8 | 3 times per year |
| Math | GMADE- Math | Grades 5 to 8 | Fall |

Stetson Charter School will take a comprehensive approach to collecting, analyzing and feeding back information from and to our teachers and administrators regarding student academic progress. Our focus will remain squarely on each individual student, ensuring

that accurate and timely information is collected that charts their growth and informs targeted interventions to continually improve their skills. At the school level, the CAO/Principal will be in charge of collecting and organizing data on the conditions and performance of the school. He or she will direct the data analysis sessions of each board meeting, and will create committees who will meet at least every two weeks to examine the school's progress relative to its academic and non-academic goals. The CAO/Principal will ensure that data is being gathered and resources are being applied to meet the several requirements of the federal No Child Left Behind law, especially that the school is on track to make Annual Yearly Progress in all areas as set by the State of Pennsylvania (e.g., student attendance, student academic performance- PSSA tests, equity in student achievement, student participation in testing, student graduation).

The School will use a web-accessible database to collect and share information on students' progress within the school and with the larger community. The database will include, at least: information on each student's standardized test scores, school grades, school attendance, electronic portfolios of student work, behavior and disciplinary issues, and their individualized learning plans (ILPs). The school's committees, advisors and teachers will be required to use the information in the database in developing students' Learning Plan goals.

(iv) Describe the administrative relationship between the charter school and the authorized public chartering agency;

The School District of Philadelphia is the school's chartering authority. Stetson Charter School was created by a special chartering process, where ASPIRA of PA applied to operate one of three distressed schools, and the District worked with the local communities to match ASPIRA with Stetson. The process was highly collaborative, and ASPIRA has enjoyed a good working relationship with the District on this and numerous other projects. The District granted the charter to the non-profit Board of Trustees created by ASPIRA. The District remains the chartering authority through the five years of the initial charter, and the charter is up for renewal in 2015.

In order to maintain the charter, ASPIRA of PA must meet requirements of a performance contract that shows improvement in student attendance, student academic proficiency as measured by State tests in Reading and Mathematics, and parent satisfaction with the school as measured by an annual parent survey. The school must meet annual targets set by the district showing dramatic improvement in order to keep its charter.

(v) Describe how parents and other members of the community will be involved in the planning, program design, and implementation of the charter school;

One of the greatest strengths of ASPIRA of PA is our ability to engage community members and families in a dialogue to promote the academic and social success of their children. We have used and will continue to use our community-based approach to the development of Stetson Charter School by involving all stakeholders in the life of the school, including the neighbors in the community in which the students live. We bring

parents and community members into our successful Stakeholder Groups in the school, which bring together on a regular (monthly) basis students' families, neighbors, local businesses, community agencies, healthcare organizations, and others interested in the betterment of the local community to discuss concerns, needs and opportunities that will support the growth of the students in the school and the whole community. We will also connect our families with the types of resources that will enable them to strengthen their entire families, including career preparation programs and college preparation for older youth, and our Pre-K/Head Start program for younger children. ASPIRA of PA is very involved with and connected to a wide range of government agencies and community service providers, and will bring all of those resources into the lives of the students and families with which we work, just as we do with our other two charter schools.

Stetson Charter will serve a high percentage of Latino, Spanish speaking families, as is the case with our other two charter schools. We will continue our successful practice of having a largely bi-lingual staff, which allows us to make all necessary accommodations for our students, from providing special education services, to making assessment adjustments and counseling and teaching our students, to simply communicating with our students and parents who have limited English-speaking abilities. Most importantly, having a predominately bi-lingual staff will make our parents comfortable and involve them more directly in the education of their children. We saw evidence of this in our first year of Pantoja Charter School, where we had a parent conference attendance rate over 90%. Our student attendance rate was over 95%. Parent involvement is an essential foundation for academic success of all students, but is particularly important

for limited English speaking parents and their children who often have great difficulty connecting with educational systems with limited second-language capacity.

(vi) Describe how the authorized public chartering agency will provide for continued operation of the charter school once the Federal grant has expired, if that agency determines that the charter school has met its objectives as described in paragraph (iii);

The Stetson Charter School has been granted its charter for five years, beginning in the summer of 2010. The implementation grant will help the school to provide for its many initial expenses, including new computers and furniture for our students to use.

However, after the first two years, the school will have met most of its initial startup expenditures, and we anticipate having enough of a reserve in the budget to handle any future minor enrollment fluctuations. As part of the Renaissance Project through which the Stetson Charter School was created, the School District of Philadelphia will be looking closely at the performance of students and teachers in order to gauge the extent to which the school's ambitious goals will be met. Given ASPIRA's past success in operating charter schools with similar populations in Philadelphia, we do not anticipate that any intervention will be necessary on the part of the School District.

(vii) If the charter school desires the Secretary to consider waivers under the authority of the CSP, include a request and justification for waivers of any Federal statutory or regulatory provisions that the applicant believes are necessary for the successful operation of the charter school and a description of any State or

local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to, the school;

The school is not requesting any waivers from state, local or federal rules.

(viii) Describe how the grant funds will be used, including a description of how these funds will be used in conjunction with other Federal programs administered by the Secretary;

The grant funds will be used to conduct a two year implementation project that will assist the school with obtaining furniture and computers for student learning that are necessary for bringing a high quality program to our students. We are requesting funds in the amount of \$199,984 dollars for the 2010-11 school year and \$198,091 dollars for the 2011-12 school year, for a total of \$398,075. The funds will be used for classroom furniture and to provide students with laptops. These items are desperately needed by the school, as the School District of Philadelphia removed all of the classroom furniture and computers from the school building prior to transferring the building's management to ASPIRA.

| Supplies per classroom | | | |
|------------------------|--------|------|---------|
| Item | Number | Cost | Total |
| student desks | 12 | 235 | \$2,820 |
| student chairs | 22 | 38 | \$836 |
| bookcase | 1 | 168 | \$168 |
| teacher desks | 1 | 875 | \$875 |
| storage cabinet | 1 | 430 | \$430 |
| Bulletin board | 1 | 230 | \$230 |
| Total Per Classroom | | | \$5,359 |

| | | | |
|--------------------------|----|-----|----------|
| Student Laptop Computers | 22 | 811 | \$17,842 |
|--------------------------|----|-----|----------|

| | | | |
|--------------------------------------|--|--|-----------|
| Year One Implementation Grant | | | |
| 24 classrooms of furniture at \$5359 | | | \$128,616 |

| | | | |
|--|--|--|------------------|
| 4 Mobile labs of 22 laptops at \$17842 | | | \$71,368 |
| Year One Total | | | \$199,984 |
| | | | |
| Year Two Implementation Grant | | | |
| 7 classrooms of furniture at \$5359 | | | \$37,513 |
| 9 Mobile labs of 22 laptops at \$17842 | | | \$160,578 |
| Year Two Total | | | \$198,091 |

The funding for the furniture and student computers will be used to supplement other federal, state and local funding that will be used to purchase computers and furniture for the students and classrooms. The funding in the grant will not supplant other funding, however, because there is not enough initial funding in the school to cover these essential expenses. The funding for the school will come largely from student tuition reimbursements once the school begins serving the 675 or more students that will be enrolled starting in September of 2010.

(ix) Describe how students in the community will be informed about the charter school and be given an equal opportunity to attend the charter school;

Stetson Charter School is the result of a closing and re-opening of a former failing public school in Philadelphia. The school is therefore a place where students in grades 5 to 8 from the surrounding neighborhood go by default when they sign up to attend public school in that neighborhood. There are many choices for schools in Philadelphia, however, with over 65 charter schools now operating in the District. We will therefore be informing our families of the advantages of attending our school, and conducting extensive outreach activities to bring students and families into the school. We will be conducting open houses for the community at least 4 times per year, and we will provide notices of how to enroll in the school in all of our other charter schools, at

ASPIRA's central office, in local grocery stores, and in the local papers. All announcements about the school will be printed in both English and Spanish, in recognition of the large Latino population that resides in the neighborhoods surrounding the school.

(x) Describe how a charter school that is considered an LEA under State law, or an LEA in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act; and

For the purposes of IDEA, our charter school is considered an LEA and is responsible for providing all required services (FAPE) for students with disabilities.

Regarding working with students with special education needs such as English Language Learners or autistic students, we will provide a Free and Appropriate Public Education to all students. Our school will provide an inclusive education model to 100% of our special education students, including all ELL students. We will include students with special needs in all academic and all non-academic programs and extracurricular activities to the maximum extent appropriate in accordance with the student's Individual Educational Plan. We will have a "Child Find" system in place to locate, identify and evaluate students who are thought to be a student with a disability and in need of specially designed instruction residing within the charter school's jurisdiction. "Child Find" data will include entry assessments as well as speech and language screenings in Kindergarten, first and second grades. In addition, parent meetings will be held prior to

enrollment of each child in the school to assist parents in receiving the appropriate supports for their children. Our school will implement mechanisms to disseminate child find information to the public, organizations, agencies and individuals on at least an annual basis.

Stetson will follow all state and federal guidelines for participation of students with disabilities in state and charter school-wide assessments including the determination of participation, the need for accommodations, and the methods of assessing students for whom regular assessment is not appropriate (e.g., PASA). We will adopt procedures to identify and serve students “at risk” for educational problems through the Comprehensive Student Assistive Program. Teachers refer students to CSAP for interventions and evaluation if indicated through data collection. Parents may also refer their child to the CSAP process at any time.

Students referred for evaluation will be administered a series of assessments by the School Psychologist to ascertain if the student is eligible for special education services. Teachers, counselors and parent input are also an important element of this process. If a student is determined to be eligible for special education services, an Individual Education Plan (IEP), including a GIEP if called for, will be developed, monitored and reviewed at least annually. This process will involve a school team including a parent or guardian of the student.

Additional supports will be available as indicated in a student's IEP including, speech and language therapy, occupational therapy, physical therapy, assistive technology, and English Language Learner services.

We will have a full time special education coordinator and a full time ELL student services coordinator on staff at each Renaissance School. These special education experts will be responsible for overseeing the education of all of our special population students. They will manage the CSAP teams, and monitor the IEPs and language plans of all students, in accordance with federal guidelines. They will also oversee the special education service providers and ESL teachers in the school, assisting them with implementing their particular programs through pull-out and push-in services.

The school will provide support for our ELL students, including instruction from bilingual education certified and/or TESOL certified teachers.

For students with special education needs, including mentally disabled, emotionally disabled, and physically disabled students, the schools will partner with Catapult Learning (an approved Renaissance School Support provider) to provide push-in and pull-out services in accordance with their needs as expressed in their IEPs.

Catapult Learning will provide students who are struggling in core subjects with the most powerful method to achieve dramatic student academic improvement: small group and individualized instruction. Published research shows that small group instruction is

a highly effective approach for students who are struggling in either reading or math within the regular classroom setting. Students who are taught in small groups experience positive academic growth especially when the small groups are highly structured, have systematic instructional patterns, have increased teacher/student interaction and include immediate feedback and reinforcement.

Catapult Learning provides services to pre-referral and special education students requiring intense 1:1 intervention in reading and/or math. Services emphasize the identification of academic factors that impede the student's ability to succeed in school, and target instruction to minimize the impact of those factors. Their curriculum and instruction strategies are effective with students with learning disabilities, speech/language delays, developmental delays, other health impairments, educable mentally handicapped, and hearing impairments that are augmented by assistive technology.

Catapult's Certified teachers will provide instruction to students in small groups, using our teacher directed instruction model. In small group work, students receive instruction that is more intensive than is typically possible in the larger regular classroom setting. They tailor instruction to address the Goals and Objective of individual students in accordance with their Individual Education Plan (IEP), and develop student self-esteem through a positive learning environment, while maintaining clear and consistent expectations for student behavior and participation. They use specific teaching strategies within a diagnostic-prescriptive model and emphasize the process through

the development of critical thinking skills. In conjunction with classroom teacher input, the Catapult Learning teacher creates a lesson plan which addresses educational objectives and facilitates growth, while monitoring individual student progress on a continual basis.

Students with a history of behavioral health and/or emotional issues will be treated in the same way as our other special education students, as outlined above. We will begin with a student's IEP, if it is available, to identify the best approaches to use for including our behavioral/emotional support students to the maximum extent possible in classrooms with their peers. In addition to accommodating our students with behavioral/emotional challenges in the regular classrooms, we will also provide them with appropriate therapies as indicated on their IEPs, or refer them to the CSAP team in order to begin the IEP development process. Through our partnership with Catapult Learning, we will provide small group training and necessary therapies in accordance with the needs of the students. Catapult will provide the following psychological services for our students, as needed:

Psychology Services

- Review of referral information from school and parents
- Classroom observation
- Full and complete Psycho-educational Evaluations of students
- Written documentation and reporting using District forms and formats

- Participation with the school's support team in interpreting results, conferencing with parents and appropriate school personnel, and/or IEP development will be provided when requested
- Follow up monitoring and consultation as appropriate and requested
- Provision of group or individual counseling for referred students, or in accordance with a student's IEP
- Record keeping including but not limited to ACCESS billing
- Supervision by a local Catapult Learning supervisor who is an experienced, certified psychologist.

(xi) If the eligible applicant desires to use grant funds for dissemination activities under section 5202(c)(2)(C) of the ESEA, describe those activities and how those activities will involve charter schools and other public schools, LEAs, developers, and potential developers.

ASPIRA of PA will not use grant funds for dissemination activities under this grant.

Project Narrative

Other

Attachment 1:

Title: **Directors resume** Pages: **2** Uploaded File: **ALFREDO'S RESUME.doc**

ALFREDO B. CALDERON

PROFESSIONAL EXPERIENCE:

ASPIRA, INC. OF PENNSYLVANIA, Philadelphia, PA

Executive Director/Chief Executive Officer

12/18/00 to Present

Chief Executive Officer for a multi-million dollar non-profit advocacy, education and leadership development organization working with youth and adults primarily in eastern North Philadelphia. Responsible for the development and negotiation of the Agency contracts to serve the Latino Community. Provide management support to two charter school and a preschool. Oversee a staff a staff of over 200 full time and part time employees.

PRVATE INDUSTRY COUNCIL OF PHILADELPHIA, Philadelphia, PA

Director of Operations

7/1/99 to 12/15/00

Directed all Phases of developing, negotiating and executing over 100 million dollars in training contracts annually. Reviewed and approved all proposals and budgets to be presented to the Board of Directors. Presented Programs to the Board of Directors, answered questions on program issues and ensured that staff implemented programs upon approval by the Board of Directors. Supervised a staff of 15 employees.

Manager, Operations

06/01/98 to 06/30/99

Senior Account Representative

11/01/97 – 05/31/98

Account Representative

04/03/95 – 10/31/97

THE LIGHTHOUSE, Philadelphia, PA

Special Assistant to Executive Director

1994 – 1995

Served as liaison between the Lighthouse and the eastern North Philadelphia community. Increased the visibility of The Lighthouse in the Latino community through outreach, public relations and participation in community activities. Identified and cultivated potential funding source. Supervised the Youth Services Department that provided recreational and leadership activities such as baseball, basketball and conferences for over 500 youth. Supervised seven employees.

US ARMY, FOREIGN INTELLIGENCE ACTIVITY, Fort Meade, MD

SSG Personnel NCO

08/20/81 – 12/15/93

Provided administrative support for individuals in sensitive military assignments in the United States and Overseas. Coordinated and reviewed all personnel actions between the Brigade and Higher Headquarters. Developed the Organization's Inspection Program and related forms. Determined personnel requirements, established work priorities, organized work schedules, assigned duties and

instructed employees in work techniques and procedures.

EDUCATION:

Chestnut Hill College

Philadelphia, PA

Masters in Educational Leadership

Expected Graduation, 2011

St. Joseph's University

Philadelphia, PA

Bachelors Degree in

Liberal and Professional Studies

Anne Arundel Community College

Arnold, Maryland

Associates Degree in Liberal Arts

Budget Narrative

Budget Narrative

Attachment 1:

Title: **ASPIRA Stetson Implementation Budget Narrative** Pages: **5** Uploaded File: **Stetson Charter Implementation Grant Budget Narrative 2010.doc**

BUDGET NARRATIVE- Form ED524

Project Title: Initial Creation and Implementation of the Stetson Charter School, An ASPIRA Turnaround School in Philadelphia, PA

CDFA Information: Charter Schools Program Non-SEA Planning, Program Design, and Implementation (Number 84.282B)

Applicant Organization: ASPIRA, Inc. of Pennsylvania (a 501(c)3 non-profit organization)

Application Contact Information: Mr. Alfredo Calderon, Executive Director, 4322 North 5th Street, Philadelphia, PA 19140.

Phone: (215) 455-1300

Email Address: ACalderon@aspirapa.org

Type of Project: Charter School Initial Implementation

FEDERAL FUNDS- BUDGET NARRATIVE

Implementation Grant Project Year One Budget

- 1. Personnel
 No expenses
- 2. Fringe Benefits
 No expenses
- 3. Travel
 No expenses
- 4. Equipment
 No expenses

5. Supplies

Classroom furniture [Note: 24 Classrooms of Furniture]

| | |
|------------------------------|-----------|
| 24*12 student desks @235.00 | \$67,680. |
| 24*22 student chairs @38.00 | \$20,064. |
| 24*1 bookcase @168.00 | \$ 4,032. |
| 24*1 teacher desks @875.00 | \$21,000. |
| 24*1 storage cabinet @430.00 | \$10,320. |
| 24*1 bulletin board @230.00 | \$ 5,520. |

Student computers [Note 4 Mobile PC computer labs of 22 computers each]

| | |
|---------------------------------------|-----------|
| 4*22 student laptop computers @810.00 | \$71,368. |
|---------------------------------------|-----------|

Total Supplies Year One **\$199,984.**

- 6. Contractual
 No expenses

| | |
|--|------------------|
| 7. Construction | |
| No expenses | |
| 8. Other | |
| No expenses | |
| 9. Total Direct Costs (Lines 1-8) | \$199,984 |
| 10. Indirect Costs | |
| No Indirect Costs | |
| 11. Training Stipends | |
| No expenses | |
| 12. Total Costs Year One (Lines 9-11) | \$199,984 |

Implementation Grant Project Year Two Budget

| | |
|--------------------|--|
| 1. Personnel | |
| No expenses | |
| 2. Fringe Benefits | |
| No expenses | |
| 3. Travel | |
| No expenses | |
| 4. Equipment | |
| No expenses | |

5. Supplies

Classroom furniture [Note: 7 Classrooms of Furniture]

| | |
|-----------------------------|-----------|
| 7*12 student desks @235.00 | \$19,740. |
| 7*22 student chairs @38.00 | \$ 5,852. |
| 7*1 bookcase @168.00 | \$ 1,176. |
| 7*1 teacher desks @875.00 | \$ 6,125. |
| 7*1 storage cabinet @430.00 | \$ 3,010. |
| 7*1 bulletin board @230.00 | \$ 1,610. |

Student computers [Note 9 Mobile PC computer labs of 22 computers each]

| | |
|---------------------------------------|------------|
| 9*22 student laptop computers @810.00 | \$160,578. |
|---------------------------------------|------------|

Total Supplies Year Two **\$198,091.**

| | |
|----------------|--|
| 6. Contractual | |
| No expenses | |

| | |
|--|-------------------|
| 7. Construction | |
| No expenses | |
| 8. Other | |
| No expenses | |
| 9. Total Direct Costs (Lines 1-8) | \$198,091. |
| 10. Indirect Costs | |
| No Indirect Costs | |
| 11. Training Stipends | |
| No expenses | |
| 12. Total Costs Year Two (Lines 9-11) | \$198,091. |

Budget Summary Years One and Two

| | |
|--------------------------|-------------------|
| Supplies | |
| Furniture Total | \$166,129. |
| Computers Total | \$231,946. |
| Total for Project | \$398,075. |

Section B - Budget Summary - Non-Federal Funds

Implementation Grant Project Year One Non-federal Budget

| | |
|--------------------|--|
| 1. Personnel | |
| No expenses | |
| 2. Fringe Benefits | |
| No expenses | |
| 3. Travel | |
| No expenses | |
| 4. Equipment | |
| No expenses | |
| 5. Supplies | |
| No expenses | |
| 6. Contractual | |
| No expenses | |
| 7. Construction | |

No expenses

8. Other

No expenses

9. Total Direct Costs (Lines 1-8) \$0.

10. Indirect Costs

No Indirect Costs

11. Training Stipends

No expenses

12. Total Costs Year One (Lines 9-11) \$0.

Implementation Grant Project Year Two Non-federal Budget

1. Personnel

No expenses

2. Fringe Benefits

No expenses

3. Travel

No expenses

4. Equipment

No expenses

5. Supplies

No expenses

6. Contractual

No expenses

7. Construction

No expenses

8. Other

No expenses

9. Total Direct Costs (Lines 1-8) \$0.

10. Indirect Costs

No Indirect Costs

11. Training Stipends

| | |
|--|-------------|
| No expenses | |
| 12. Total Costs Year Two (Lines 9-11) | \$0. |
| Total Non-federal for Project | \$0. |