

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 # U282B100046

OMB No. 1894-0006, Expiration Date:

Closing Date: AUG 25, 2010

****Table of Contents****

Forms

1. Application for Federal Assistance (SF-424)	e1
FTCES Program Congressional Districts	e5
2. Standard Budget Sheet (ED 524)	e6
3. SF-424B - Assurances Non-Construction Programs	e8
4. Disclosure of Lobbying Activities	e10
5. CSP Assurances(84.282B)--Non-SEA Applicants for Planning, Program Design, and Implementation	e11
6. ED 80-0013 Certification	e12
7. 427 GEPA	e13
FTCES GEPA 427 Statement	e15
8. Dept of Education Supplemental Information for SF-424	e17

Narratives

1. Project Narrative - (ED Abstract...)	e18
FTCES Abstract	e19
2. Project Narrative - (Project Narrative...)	e20
FTCES Project Narrative	e21
3. Project Narrative - (Other...)	e68
FTCES Attachments	e69
4. Budget Narrative - (Budget Narrative ...)	e154
FTCES Budget Narrative	e155

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		* 2. Type of Application: * If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input type="checkbox"/> New	
<input checked="" type="checkbox"/> Application		<input checked="" type="checkbox"/> Continuation * Other (Specify)	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision	
* 3. Date Received:		4. Applicant Identifier:	
8/25/2010			
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier:	
		N/A	
State Use Only:			
6. Date Received by State:		7. State Application Identifier:	
8. APPLICANT INFORMATION:			
* a. Legal Name: Franklin Towne Charter Elementary School			
* b. Employer/Taxpayer Identification Number (EIN/TIN):		* c. Organizational DUNS:	
264634765		832690445	
d. Address:			
* Street1:		5301 Tacony Street	
Street2:		Box 310	
* City:		Philadelphia	
County:			
State:		PA	
Province:			
* Country:		USA	
* Zip / Postal Code:		19137	
e. Organizational Unit:			
Department Name:		Division Name:	
f. Name and contact information of person to be contacted on matters involving this application:			
Prefix:		* First Name:	
Mr.		Patrick	
Middle Name:		J	

* Last Name: Field

Suffix:

Title: CEO/Principal

Organizational Affiliation:

Franklin Towne Charter Elementary School

* Telephone
Number:

(215)289-5000

Fax Number:

(215)535-8910

* Email: PFIELD@FRANKLINTOWNE.ORG

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

N: Nonprofit without 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:**

ED-GRANTS-072310-001

Title:

Charter Schools Program Grants to Non-State Educational Agencies for Planning, Program Design, and Implementation and for Dissemination

13. Competition Identification Number:

Title:

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

N/A

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

Franklin Towne Charter Elementary School Implementation

Attach supporting documents as specified in agency instructions.

Attachment:

Title :

File :

Attachment:

Title :

File :

Attachment:

Title :

File :

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant: PA-013

* b. Program/Project: PA-001

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

Attachment:

Title : FTCES Program Congressional Districts

File : FTCES Congressional Districts.doc

17. Proposed Project:

* a. Start Date: 10/1/2010

* b. End Date: 9/30/2011

18. Estimated Funding (\$):

a. Federal	\$ 196644
b. Applicant	\$ 0
c. State	\$ 0
d. Local	\$ 0
e. Other	\$ 0
f. Program Income	\$ 0
g. TOTAL	\$ 196644

*** 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: Patrick

Middle Name: J

* Last Name: Field

Suffix:

Title: CEO/Principal

* Telephone Number: (212)289-5000 Fax Number: (215)535-8910

* Email: PFIELD@FRANKLINTOWNE.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.

Program/Project Congressional Districts

While Franklin Towne Charter Elementary School is physically located in the PA-013 Congressional District, we serve students from all over Philadelphia. Therefore, ALL Philadelphia Congressional Districts will benefit from the program including:

- PA- 001
- PA-002
- PA- 008
- PA-013



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

OMB Control Number: 1894-0008

Expiration Date: 02/28/2011

Name of Institution/Organization:
Franklin Towne Charter Elementar...

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	\$ 1,160	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,160
4. Equipment	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
5. Supplies	\$ 186,120	\$ 0	\$ 0	\$ 0	\$ 0	\$ 186,120
6. Contractual	\$ 9,364	\$ 0	\$ 0	\$ 0	\$ 0	\$ 9,364
7. Construction	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
8. Other	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
9. Total Direct Costs (lines 1-8)	\$ 196,644	\$ 0	\$ 0	\$ 0	\$ 0	\$ 196,644
10. Indirect Costs*	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
11. Training Stipends	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
12. Total Costs (lines 9-11)	\$ 196,644	\$ 0	\$ 0	\$ 0	\$ 0	\$ 196,644

***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:
 Franklin Towne Charter Elementar...

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: Patrick J. Field

Title: CEO/Principal

Date Submitted: 08/25/2010

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 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 type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-Award	3. Report Type: <input 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 type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier, if known: 0 Name: Address: City: State: Zip Code + 4: - 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:	7. Federal Program Name/Description: 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: Patrick Field Title: CEO/Principal Applicant: Franklin Towne Charter Elementary School Date: 08/25/2010	
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: Patrick J. Field

TITLE: CEO/Principal

SIGNATURE OF AUTHORIZED OFFICIAL:

APPLICANT ORGANIZATION: Franklin Towne Charter Elementary School

DATE SUBMITTED: 08/25/2010

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
Franklin Towne Charter Elementary School
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Prefix: Mr. First Name: Patrick Middle Name: J
Last Name: Field Suffix:
Title: CEO/Principal
Signature: _____ Date: 08/25/2010
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 : FTCES GEPA 427 Statement

File : [FTCES GEPA 427 Statement.doc](#)

**Franklin Towne Charter Elementary School
CSP Implementation Grant**

GEPA Section 427 Statement

The Franklin Towne Charter Elementary School intends on making its programs fully available and accessible to all participants without discrimination based on gender, race, national origin, color, disability, or age. To ensure equitable access to, and participation in, the CSP program, Franklin Towne Charter Elementary School (FTCES) will follow the following steps:

- The school shall be in full compliance with the Americans with Disabilities Act (ADA) mandates.
- Franklin Towne Charter Elementary School does not discriminate on the basis of intellectual ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language, or any other basis consistent with educational law. We provide ample supports in our curriculum for students with learning support needs and those who are English Language Learners.
- FTCES provides transportation to students throughout Philadelphia, alleviating many inequalities in getting to and from school that may arise due to race and socio-economic status.
- Purchasing materials through major national curriculum providers provides the school access to a wide range of materials including non-English language texts, electronic texts, large print books, software packages that can accommodate the needs of hearing-impaired and visually-impaired students, and other appropriate assistive technologies.
- FTCES distributes a home language survey at enrollment in order to ensure the needs of all FTCES families are met. FTCES has a comprehensive English Language Learner (ELL) Plan in place which can be quickly implemented upon enrollment of an ELL student. The purpose of the program is to increase the English language proficiency of eligible students so they can attain the state academic standards within the English as a Second Language program setting as well as within the regular classroom environment, to provide equal opportunities for these students to participate in extracurricular activities, and to provide the cultural, social and emotional supports for English language learners to adapt to this new cultural setting.
- FTCES implements a first-rate special education program for students with special needs in compliance with the Individuals with Disabilities Education Act (IDEA). In 2009-2010, FTCES served 39 special education students, representing 15.8% of our student

population (higher than School District of Philadelphia and state of Pennsylvania averages). The FTCES CSP Project Team will include the school's Special Education Coordinator, which will enable the school to continually assess whether there are any students with physical disabilities in our population and to determine if there are any special needs that need to be specifically addressed.

- FTCES provides comprehensive services to reduce any barriers to learning among low-income students and ensure that an achievement gap does not form between these students and their non-low-income peers. One component of our program to serve low-income students is participation in the National School Lunch Program and School Breakfast Program, which provides free and reduced lunch and breakfast to low-income students. We also employ an equity plan in association with our Title I programs to ensure that low-income students are not disproportionately taught by non-Highly Qualified or inexperienced teachers. In 2009-2010, our low-income population totaled 59.5%.
- It is the policy of FTCES to determine whether there are homeless students within the LEA by administering an enrollment form that asks for a description of the current living arrangements of the child or youth in order to determine whether the child or youth meets the definition of a homeless child under the McKinney-Vento Homeless Education Assistance Act (42 USC §11434a[2]) ("McKinney-Vento") and Pennsylvania law. We use the recommended questionnaire provided by the US Department of Education in the non-regulatory guidance to McKinney-Vento. Furthermore, our Local Homeless Liaison (presently our Curriculum Coordinator) will make every effort to coordinate with social services agencies and shelters in our area to assist in the identification of homeless students. The school is prepared to provide assistance to homeless students and other families in need (purchase supplies, uniforms, obtain records and documents, etc.).
- Finally, FTCES utilizes an open enrollment plan to encourage all parents to consider enrolling their children. Any child who is qualified under the laws of Pennsylvania for admission to a public school is qualified for admission to the Charter School. If more students submit applications than can be accommodated by the schools capacity – class, grade, or building – a lottery will be held to enroll students on a specified date that will be made known to all applicants and their families. All students whose enrollment forms were filed by the enrollment deadline will be separated by grade and entered into a lottery. A drawing of names will then be held by grade until all open slots in each grade level are filled, with preference given first to students who reside in the chartering school districts. All other applications will be maintained for the admission of students at a grade level should space become available during the school year. Preference will be given first to students who reside in the chartering school districts.

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

1. Project Director:

Prefix: * First Name: Middle Name: * Last Name: Suffix:
Mr. Patrick J Field

Address:

* Street1: 5301 Tacony Street
Street2: Box 310
* City: Philadelphia
County:
* State: PA * Zip / Postal Code: 19137 * Country: USA

* Phone Number (give area code) (215)289-5000 Fax Number (give area code) (215)535-8910

Email Address:

PFIELD@FRANKLINTOWNE.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 :

File :

Project Narrative

ED Abstract

Attachment 1:

Title: **FTCES Abstract Pages: 1** Uploaded File: **FTCES CSP Abstract 20100825.doc**

Applicant: Franklin Towne Charter Elementary School
5301 Tacony Street, Box 310-Building 108, Philadelphia, PA 19137

Contact: Mr. Patrick J. Field, CEO/Principal & CSP Project Leader
215-289-5000
pfield@franklintowne.org

**Franklin Towne Charter Elementary School Charter School Project (CSP)
ABSTRACT**

Franklin Towne Charter Elementary School (FTCES) – a Pennsylvania designated Local Educational Agency (LEA) and IRS approved 501c3 corporation – is seeking assistance in the amount of \$196,644 through the CSP to fund the second year of initial implementation of the charter school. Granted a charter in February 2009 by the School District of Philadelphia, FTCES opened in 2009-10 serving 240 initial students in grades 3-5. The mission of FTCES is to establish a happy and nurturing environment that both promotes and cultivates a positive learning experience for our children. By involving staff, students, and parents, we plan to create a challenging and supportive school where our students can learn and grow.

FTCES meets the CSP invitational priority in that it is a high-quality charter school in a high need community. The high need community is the City of Philadelphia with a poverty level 32.22%; and 59.5% of students enrolled at FTCES qualify for free or reduced lunch based on income guidelines. The school is high-quality in that it replicates, at a developmentally appropriate level, the award-winning Franklin Towne Charter High School model. Founded in Philadelphia in 2000, the High School made Adequate Yearly Progress (AYP) for the fourth consecutive year in 2009-2010.

The cornerstone of our educational program is based on the absolute mastery of the core subjects supplemented by special intervention services where needed. Components of the High School program being replicated at FTCES include: inquiry-based learning, shared ownership among stakeholders, and integrating technology into all aspects of the instructional program. The support for this model has been abundant with over 1,100 students on our waiting list and 99.6% of our students from 2009-10 returning for 2010-11.

The overall goal of the FTCES CSP is increased academic achievement in reading and math. To achieve this goal, four primary objectives must be realized: (1) Celebrate positive behavior and engage students in the learning process to maintain a culture of excellence, (2) Ensure highly qualified teachers are in every classroom, (3) Use data to drive the educational model and individual instruction, and (4) Involve parents as educational partners. Led by a CSP Team representing experts in academics, finance, real estate, project management, technology, and community outreach, FTCES will meet high process performance measures for each objective.

An open admissions policy, including a lottery, and various supports and outreach measures have yielded a truly diverse student body at FTCES, including substantial minority, low-income, and special needs populations. After one year of operation, FTCES can proudly say that it made AYP in 2009-10, further indication that our model will successfully and expeditiously create the high-quality charter school that is the purpose of the CSP.

Project Narrative

Project Narrative

Attachment 1:

Title: **FTCES Project Narrative** Pages: **47** Uploaded File: **FTCES CSP Narrative 201008250358.doc**

Franklin Towne Charter Elementary School (Philadelphia, PA)
CSP Project Narrative – Implementation

TABLE OF CONTENTS (Selection Criteria)

Invitational Priority and Waiver Request and Justification	2
I. Proposed Curriculum and Instructional Practices	7
II. Charter School Flexibility and Autonomy	18
III. Community Support for the Application	23
IV. Strategy for Assessing Achievement of Objectives	26
V. Existence of Charter and Performance Measurement	31
VI. Encouraging Parental Involvement	34
VII. Quality of Project Personnel	36
VIII. Focus on Serving Disadvantaged Individuals	43

Franklin Towne Charter Elementary School (FTCES) – a Pennsylvania designated Local Educational Agency (LEA) – is seeking assistance in the amount of \$196,644 to fund the second year of initial implementation of the charter school. Activities for which we are requesting funding include the acquisition of necessary curriculum materials and supplies (including computers for student use, curriculum materials, and student furniture). A detail of our funding request can be found in the two attached budget documents.

Please note that FTCES is not requesting funds for dissemination activities, and, as such application requirement xi does not apply.

INVITATIONAL PRIORITY

Approved in February 2009 by the School District of Philadelphia, FTCES opened in 2009-10 serving 240 initial students in grades 3-5. The mission of FTCES is to establish a happy and nurturing environment that both promotes and cultivates a positive learning experience for our children. By involving staff, students, and parents, we plan to create a challenging and supportive school where our students can learn and grow.

FTCES meets Invitational Priority 1 of the CSP in that it is a high-quality charter school in a high need community. FTCES is serving a high need community, in that the poverty rate of the community served by FTCES (i.e. the City of Philadelphia) is 32.22% and the specific group of students enrolled in the school includes 59.5% of students who qualify for free or reduced lunch based on income guidelines.

The school is high-quality in that it replicates, at a developmentally appropriate level, the successful Franklin Towne Charter High School model. Founded in Philadelphia in 2000, the

High School made Adequate Yearly Progress (AYP) for the fourth consecutive year in 2009-2010, exceeding Pennsylvania's AYP thresholds for graduation rate (FTCHS' 2008-09 graduation rate was 98.59%, test participation, and student achievement in reading and math. The High School's attendance rate was 94.6% in 2009-10. Additionally, Franklin Towne has received the following awards.

- **National Association of Secondary School Principals-*Met Life 2010 Breakthrough Schools Award***: Selection criteria are based on a school's documented success in implementing strategies aligned with the three Core Areas of Breaking Ranks for middle level and high schools that have led to improved student achievement.
- ***Keystone Achievement Awards***: A state award given to public schools that achieved Adequate Yearly Progress in the 2007-08 and 2008-09 school years. AYP is determined, in part, by a school's performance on the Pennsylvania System of School Assessment, the standardized test given annually to students in grades 3-8 and 11.
- ***2009 National Excellence in Urban Education Award by San Diego University's National Center for Urban School Transformation*** – One of 12 awardees recognized for making AYP for the past 2 years and having a high proficiency rate, small achievement gaps, high graduation rate, proportionate enrollment in special programs, few suspensions/expulsions, and other evidence of academic and/or extra-curricular excellence.
- **Distinguished Title 1 School Award**: A national award given to Title I schools that have a proven track record for academic achievement and excellence through the US Department of Education.

FTCES' curriculum is arranged around the same pillars that have made Franklin Towne Charter High School's educational model so successful, which have been modified to be at the appropriate developmental level for elementary students. These approaches include:

- Inquiry-based learning,
- Shared ownership among stakeholders (parents, students, community, teaching and admin staff),
- Teaching to mastery/establishing essential learning,
- Implementing a schedule flexible enough to accommodate teaching strategies consistent with the way that students learn and allow for effective teacher teaming and lesson planning,
- Instituting structural leadership positions that allow for meaningful involvement and decision making by students, teachers, family members, and the community and that support effective communication with these groups,
- Aligning the school-wide comprehensive, professional development program for staff members with the content knowledge and instructional strategies required to prepare students to matriculate to the next grade level effectively, and
- Effectively integrating educational technologies into all aspects of the instructional program to increase student engagement and student achievement.

With FTCES making AYP in its first year of operation (2009-10), the initial results indicated that FTCES is successfully translating implementing these essentials and providing the high-quality program indicated in the invitational priority.

Franklin Towne Charter High School (FTCHS) – a Pennsylvania designated Local Educational Agency (LEA) with a poverty rate of 32.22% and a population in which 61.8% of the student body qualifies for free or reduced lunch – is seeking assistance in the amount of \$187,615 through the Improving Literacy Through School Libraries (LSL) program to support the inaugural year of our library media center. Located in Philadelphia, PA, FTCHS is an urban charter school, which pairs a rigorous academic and college preparation program with programs aimed at educating children about their post-secondary career options. The school, which serves 925 students in grades 9-12, is an ideal candidate for participation in the LSL program as, now in its eighth year of operation

WAIVER REQUEST & JUSTIFICATION

FTCES is respectfully requesting that the Secretary grant a waiver under the authority of the CSP to Sec. 5202(d)(1) of Part B (Public Charter Schools) of the Elementary and Secondary Education Act, which states that a charter school may not receive more than one CSP grant for activities involving the initial implementation of a school. FTCES received a CSP grant of \$255,289 from the Pennsylvania Department of Education to perform approved planning and implementation activities for the period beginning July 1, 2009 and ending June 30, 2010. While FTCES is presently eligible for a second year of implementation funding through CSP (as schools are eligible for two years of implementation funding under CSP), the Pennsylvania Department of Education was not approved to administer CSP funding for 2010-11. As such, the

Pennsylvania Department of Education advised eligible charter schools to apply directly to the USDE for CSP funding. So, while granting of a new CSP grant under this grant competition would technically represent a second CSP grant, it actually allows the school to continue its CSP implementation activities for its permitted second year of implementation.

Additionally, FTCES met five of its six original measurable objectives (Made AYP in 2009-10, 100% of students had access to educational technology, school operated without any violations to the Pennsylvania Charter School Law, the school identified and implemented a research-based and standardized educational curriculum, and high levels of parent satisfaction were measured by re-enrollment data, and we were within 2% of our sixth objective for student discipline. CSP implementation funds in 2009-10 were used to purchase research-based standardized curriculum materials and furniture, fixtures, and equipment for the school's first year of operation and initial 240 students.

I. PROPOSED CURRICULUM & INSTRUCTIONAL PRACTICES

NOTE: The response below addresses application requirement i.

Franklin Towne Charter Elementary School is located in the Bridesburg section of Philadelphia, with the purpose of providing a public education to citizens of Pennsylvania in grades kindergarten through eighth grade for up to 770 total students (in 2009-10, FTCES served students in grades 3-5, in 2010-11 we will serve grades 3-6, in 2011-12 grades K-7, and in 2012-13 on we will serve students in K-8).

The cornerstone of our educational program is based on the absolute mastery of the core areas of reading, math, science, and social studies, supplemented by special intervention services where needed. Our academic approach focuses on the development of life-long learning skills. Building on the innate inquisitiveness of the child, students will be schooled in analytical thinking, problem-solving, and decision-making by applying creative solutions to real-world problems. Traditional instruction will be supplemented by authentic experience creating an enriched environment that recognizes each student's learning style.

Our program is built on the concepts of education, awareness, and responsibility. We believe that each child has the capacity, the right, and the duty to contribute to their world in their own unique way. Our aim is to prepare them to make educated, measured, and deliberate responses to the world in which they live.

The FTCES curriculum is aligned with the school's mission and reinforces our vision within the context of each subject. The curriculum is particularly sensitive to diversity issues,

anti-bullying, respect for the individual, and the value of individual contributions which are an integral part of the founding mission. We are confident that the outcomes and expectations outlined in the curriculum, along with the specific developmental prompts for instruction will facilitate an enriched classroom environment that produces consistent instruction and academic success. The specificity of our curriculum is an essential part of our educational program, and, when administered in small-size classroom settings with low teacher to pupil ratio, it will produce an effective and enriching academic experience.

FTCES' curriculum is arranged around the same pillars that have made Franklin Towne Charter High School's educational model so successful, which have been modified to be at the appropriate developmental level for elementary students. These approaches include:

- Inquiry-based learning,
- Shared ownership among stakeholders (parents, students, community, teaching and admin staff),
- Teaching to mastery/establishing essential learning,
- Implementing a schedule flexible enough to accommodate teaching strategies consistent with the way that students learn and allow for effective teacher teaming and lesson planning,
- Instituting structural leadership positions that allow for meaningful involvement and decision making by students, teachers, family members, and the community and that support effective communication with these groups,

- Aligning the school-wide comprehensive, professional development program for staff members with the content knowledge and instructional strategies required to prepare students to matriculate to the next grade level effectively, and
- Effectively integrating educational technologies into all aspects of the instructional program to increase student engagement and student achievement.

Curriculum Materials

Reading

For its reading curriculum in grades K-6, FTCES uses Harcourt's Story Town, a Pennsylvania standard - aligned, comprehensive Reading and Language Arts program filled with a variety of literature. Nonfiction that supports reading includes news articles, biographies, research, and more. Fiction stories include wonderful narratives, poems, plays, and fantasy. Story Town also:

- Offers materials tailored to each student's reading level.
- Provides teachers with materials that deliver differentiated instruction.
- Helps teachers plan effectively, and manage their entire classroom.

Grades 7-8 will implement the Harcourt Elements of Literature program, which is also aligned to Pennsylvania standards. This program will be augmented by novels.

Math

FTCES uses Harcourt's HSP Math in grades K-8. Harcourt Math is a research-based, complete and comprehensive math program for preK through eighth grade. It was written to

provide thorough coverage of state and national standards and to provide teachers the flexibility to customize the program for state and local courses of study. Harcourt Math was designed to help build conceptual understanding, skill proficiency, problem solving facility, and logical reasoning while carefully developing concepts within and across the mathematics standards. It is a spiraling, competency based program that builds each student's math skills to a true mastery level. Harcourt Math is highly recommended by the National Council of Teachers of Mathematics (NCTM) as well as US Department of Education's Institute of Educational Sciences.

Science

FTCES implements the Full Option Science System (FOSS), a research-based science curriculum for grades K-8 developed at the Lawrence Hall of Science, University of California at Berkeley. The FOSS program materials are designed to meet the challenge of providing meaningful science education for all students in diverse American classrooms and to prepare them for life in the 21st century. Development of the FOSS program was, and continues to be, guided by advances in the understanding of how youngsters think and learn. Science is an active enterprise, made active by our human capacity to think. Scientific knowledge advances when scientists observe objects and events, think about how they relate to what is known, test their ideas in logical ways, and generate explanations that integrate the new information into the established order. Thus the scientific enterprise is both what we know (content) and how we come to know it (process). The best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses. The FOSS program was created to engage students in these processes as they explore the natural world. FOSS has been explicitly

aligned with the PA standards and has been selected the Pennsylvania Department of Education as a recommended program through its “Science: Its Elementary Initiative.”

Social Studies

FTCES has adopted the use of the History Alive! and Social Studies Alive! programs by TCI. TCI has worked to establish a new standard for teaching across the nation—one that brings learning alive for all learners. Based on the innovative TCI approach, TCI's programs have revolutionized the way social studies is taught. TCI's programs have been extremely effective in raising student achievement and test scores, while inspiring students and educators alike with a passion for learning.

Lessons and activities are based on five well-established theories: Understanding by Design, Nonlinguistic Representation, Multiple Intelligences, Cooperative Interaction, and Spiral Curriculum. Dynamic lessons build mastery of state and national social studies standards. TCI integrates hands-on active learning, achieving a consistent pattern of high quality social studies instruction while being mindful of standards.

A short, engaging assignment at the start of each lesson helps the teacher preview key concepts and tap students' prior knowledge and personal experience. Multiple Intelligences Teaching Strategies incorporate six types of activities: Visual Discovery, Social Studies Skill Builder, Experiential Exercise, Writing for Understanding, Response Groups, and Problem Solving Group-work. Carefully structured reading materials enable students at all levels to understand what they read. History Alive recognizes that a successful reading of expository text involves four stages: previewing the content, reading, taking notes, and processing the content or reviewing and applying what has been learned. Comprehensive graphic organizers used to record

key ideas, further help students obtain meaning from what they read. Graphic organizers help students to see the underlying logic and interconnections among concepts by improving their comprehension and retention in the subject area. Carefully designed tests encourage students to use their various intelligences to demonstrate their understanding of key concepts while preparing them for standardized tests.

Integrating Technology throughout the Curriculum

As part of Franklin Towne's efforts to take each individual curricular component and use it to its maximum capacity we have also employed the use of a diagnostic software program (Wireless Generation M-Class). Teachers use mCLASS:DIBELS or mCLASS:IDEL benchmarks to quickly identify at-risk students and to set individualized goals. The ACT feature on the handheld immediately provides recommended reading activities for each student. Progress monitoring is administered as often as necessary between benchmark assessments to gauge student performance and adjust instruction accordingly. After syncing the handheld device, teachers can view Web-based analysis of their students' data. On the Web, teachers receive tools for planning differentiated instruction, while administrators can track progress, review program effectiveness, and determine which resources and strategies will improve student performance.

Teachers and reading coaches can also guide student learning with the mCLASS:Now What? Tools, which help them create optimal student reading groups, differentiate instruction, and communicate effectively with parents as well as provide tailored instructional activities to do at home.

Additionally, FTCES has integrated a series of electronic academic support and enrichment programs through the use of our ThinkCentral add-on program (to both our RELA

and math programs through Harcourt). ThinkCentral is FTCES' Integrated Learning System (ILS). It is a web-based learning system that specifically integrates both the Story Town and Harcourt Math programs. ThinkCentral offers online enrichment and remedial activities for all levels of learners. Teachers have the capacity to assign specific activities that assess and reinforce specific skills. Students have the ability to take on-line tests and get immediate feedback.

Instructional Practices

The Pennsylvania Academic Standards provide the backdrop for inquiry-based teaching. By focusing on the Standards and their concepts and skills, we promote critical thinking and a pragmatic application of learning. This is most evident in the Mastery Skills curriculum maps that FTCES developed for all subjects and all grades. When developing these maps, grade-level teachers had to develop activities that promoted both lower-order thinking (i.e. when students are asked to receive or recite factual information or to employ rules and algorithms through repetitive routines) and higher-order thinking (i.e. requiring students to manipulate information and ideas in ways that transform their meaning and implications).

In our curriculum mapping efforts what we are attempting to do is isolate a specific skill (for example: reducing fractions to the lowest common denominator) and then, looking at our academic mapping find out when this skill is:

- **Introduced**: when are children first exposed to this?
- **Mastered**: when have children been able to demonstrate (with a level of consistency) a comprehensive understanding of the skill involved?

- **Reinforced:** when (in the timeline following the identification of the Mastery Skill) is this concept reinforced and true comprehension and application assessed?

We believe that once we have looked at each subject, at each grade level, and have been able to look for cross-cutting competencies and cross-curricular reinforcement opportunities we will be able to offer a comprehensive and meaningful educational experience that can be individualized and differentiated for each of our FTCES students.

In addition to our curriculum mapping development, we have also given careful thought in selecting curriculum that promote higher order thinking skills by the application of inquiry based teaching. For example, in choosing a science curriculum the FTCES Professional Development Committee selected the FOSS program because it makes science an active enterprise allowing our students to observe objects and events, think about how they relate to what is known, test their ideas in logical ways, and generate explanations that integrate established order. FOSS posits that best way for students to appreciate the scientific enterprise, learn important scientific concepts, and develop the ability to think critically is to actively construct ideas through their own inquiries, investigations, and analyses. The FOSS program was created to engage students in these processes as they explore the natural world. Similarly, FTCES also utilizes a research-based History and Social Studies curriculum (TCI History Alive!) that promotes higher-level thinking skills program.

Teaching strategies at FTCES focus on highly regarded, well-established, evidence-based pedagogical concepts: targeting multiple intelligences, cooperative interaction, scaffolded instruction, and a spiral curriculum. Through the use of these strategies in a small classroom setting we provide a unique learning experience for our students.

Our academic approach focuses on the development of life-long learning skills. Building on the innate inquisitiveness of the child, students will be schooled in analytical thinking, problem-solving, and decision-making by applying creative solutions to real-world problems. Traditional instruction is supplemented by authentic experience creating an enriched environment that recognizes each student's learning style.

FTCES teachers are required to provide, via lesson plans, information about the frequency and effectiveness of their various strategies. From KWL to fishbowl, predictions to journal evaluation, students are exposed to several strategies. Key to this idea is the reflection process. Lead teachers, administrators, teachers, and counselors are involved to a greater extent in the evaluation of strategies as part of the ongoing curriculum development and revision process.

Additionally, FTCES prides itself on using high interest events to get students excited about learning. For example, during the Winter Olympics, FTCES designed an educationally-themed Franklin Towne Olympics, which included a spelling bee, tongue twister tournament, 24 competition (24 is a mathematical game that uses addition, subtraction, multiplication and division and helps student build their mental math capacity), and a Math Meet.

Meeting State Academic Achievement Standards

Student academic achievement is the absolute mission of any educational program, and FTCES is committed to not only meeting, but exceeding Pennsylvania achievement standards. In order to ensure student success our curriculum is aligned with State Standards and we have developed a student progress monitoring system that reviews student performance on an on-going basis.

The philosophical foundation of the charter is to educate using a curriculum designed for scaffolded instruction and alignment with PA benchmarks. Accordingly, all of the curriculum materials (above) have been selected based on their alignment to State Standards. Our curriculum maps outline the overall and specific expectations in each subject for every grade level in each learning strand. Each skill outlined in the curriculum map is specifically aligned to PA State standards.

Performance reviews are correlated with state standards. Teachers are expected to offer frequent assessments, incorporated into daily lesson planning which are periodically reviewed by teacher evaluators, and to offer remediation and/or interventions as appropriate. Anytime a student falls below a passing score in any subject, the teacher is to inform the student and the parents promptly.

During the spring of their incoming year students are required to participate in a baseline test in the areas of English and mathematics. FTCES uses a series of curriculum based assessments (CBAs) as our baseline tests. The results of the test are used in conjunction with incoming school records (when applicable) to determine the appropriate academic placement, but also to set up any interventions and supports needed. For example a student exhibiting difficulty with foundational reading skills upon entry will immediately be placed in our Wilson Reading program. Wilson is a targeted intervention designed to build fluency and mastery by focusing on the five building blocks identified by the National Reading Panel as key to reading success: Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension.

In addition to this baseline testing and support program, FTCES also has implemented a series of electronic academic support and enrichment programs through the use of our ThinkCentral add-on program (to both our RELA and math programs through Harcourt).

In addition to our CBA benchmark testing program, FTCES also utilizes an ongoing assessment strategy with the use of DIBELS. The Dynamic Indicators of Basic Early Literacy Skills (DIBELS) is a formative early literacy assessment used by kindergarten through sixth grade teachers in the United States to screen for whether students are at risk of reading difficulty, and to monitor student progress and guide instruction. DIBELS is an example of Curriculum Based Measurement — an assessment approach that uses brief, timed measures to track student growth over time. Beginning in 2010-11, Accelerated Reader and First in Math will be implemented as part of our ongoing student assessments.

FTCES' combination of baseline testing, benchmarks, and support programs enables our students to meet State academic standards and allowed us to make Adequate Yearly Progress (AYP) our first year of operation (2009-10). We met our reading targets through the growth model calculation with 52.9% of our students scoring proficient or advanced on the reading PSSA. In math, we exceeded the state target with 59.1% of our students scoring at or above proficiency on the math PSSA.

II. CHARTER SCHOOL FLEXIBILITY & AUTONOMY

NOTE: The response below addresses application requirements iv and vi.

Pennsylvania Act 22 of 1997 (Charter School Law), establishes Pennsylvania charter schools as LEAs with the intent to “provide pupils and community members to establish and maintain schools that operate independently from the existing school district structure.” Act 22 exempts Pennsylvania charter schools from statutory requirements except those explicitly stated in the Charter School Law relating primarily to safety, health, dismissal, civil rights, and requirements for participation in the Pennsylvania State Assessment system.

The Center for Education Reform (CER), which ranks national charter school laws annually, ranked Pennsylvania’s Charter School Law in 2010 as the 11th strongest of the nation’s 40 charter laws and gave it a grade of “B.” Included in the evaluation of the law was the degree of operational autonomy afforded to charters. The CER found that operational autonomy exists at the state and local level in Pennsylvania, as well as teacher freedom was evidenced (i.e. teachers are not part of existing district collective bargaining units, but may negotiate a separate unit with the governing board of the charter school).

Specific features of Pennsylvania’s autonomy include:

- **Budget** – The Board of a charter school has the authority to decide matters related to the budget of the school. The charter school is required to meet state deadlines for adoption of the annual budget and must submit the budget to the state in a state-mandated format.

- **Expenditures** – The Board of a charter has the authority to decide matters related to expenditures, except that a charter cannot construct a facility with public funds from the state or a local school district.
- **Daily Operations** – The Charter School Law sets forth minimum requirements for days or hours of instruction per year but does not mandating the amount of time that a class must spend on a particular subject or how the subject is taught.
- **Personnel** – The charter school board of trustees is responsible for determining the levels of compensation for staff and the terms and conditions of employment, except that 75% of professional staff members of a charter must hold appropriate state certification. Employees have the right to negotiate a separate collective bargaining unit with the governing board of the charter school. All employees of the charter school shall be enrolled in the Public School Employer’s Retirement System in the same manner as all Pennsylvania public schools and charters must provide employees with the same health care benefits as the employee would be afforded if he or she were an employee of the local district.

The Pennsylvania Charter School Law establishes a narrow administrative relationship between charter schools their charter authorizers (i.e. local district). Specifically, Act 22 establishes the following responsibilities for the charter authorizer: (1) receive applications to establish charter schools, evaluate these applications along specific guidelines, and make a decision whether to grant or deny the charter; (2) to annually assess whether each charter school is meeting the goals of its charter and conduct a comprehensive review prior to granting a five-year renewal of the charter; and (3) make decisions regarding nonrenewal or termination of a charter based on defined criteria. Authorizers also have ongoing access to the records and

facility of charter schools to ensure that the schools are in compliance with their charters and Act 22 and that requirements for testing, civil rights, and student health and safety are being met. Conversely, charter school must submit Annual Reports to its charter authorizer for each year of its term.

As a charter school in Philadelphia, Franklin Towne Elementary Charter School's authorizer is the School District of Philadelphia (SDP). The SDP's charter policy states that they are "committed to the development and expansion of charter schools as part of a system of education that includes successful models for reform. The SDP will work in collaboration with charter schools to relieve overcrowding at SDP schools, to operate in underserved neighborhoods, and to provide specific academic programs for underserved student populations." The SDP's Charter School Office, as stated in the SDP charter school policy, shall: "(i) organize and conduct the application process; (ii) review charter school annual reports which are to be submitted to the SDP by August 1st of each year; (iii) maintain a file for each charter school which shall include, without limitation, all signed charter agreements and amendments, the original charter application, all applicable resolutions, all correspondence and other documentation related to academic performance, site visits, complaints, and investigations, and press clippings about the charter school; (iv) organize and conduct a comprehensive five-year review of academic, financial, program and operations factors for each charter school before making recommendations to the SRC for charter renewals; (v) document the basis for renewal and nonrenewal for existing charter schools; (vi) identify charter schools for SDP audits; (vii) work collegially with the Pennsylvania Department of Education ("PDE"), charter applicants, charter operators, public policy advocates, parents, and the general public to answer questions about charter schools; (viii) maintain current directory, test data and demographic data for each charter

school on the SDP web page; and (ix) otherwise assist the SRC [school board] in implementing an effective and efficient charter school program.”

Under the leadership of the Board of Trustees and the FTCES CEO/Principal, FTCES maintains a collaborative relationship with the School District of Philadelphia. Examples of our ongoing relationship with SDP include: contracting with SDP for operational services (i.e. transportation, food services), participating in SDP professional development opportunities (e.g. Special Education Meetings, Data Group Meetings, Assessment Coordinator Training), attending meetings of the SDP Charter Schools Office, and meeting SDP reporting and data requests in a timely manner.

In advance of submitting this CSP grant application, FTCES had conversations about our grant and with SDP Charter School Office representatives and submitted a formal, written notification, which is appended to this application.

As the local chartering agency, the SDP will provide for the continued operation of FTCES once the CSP grant has expired through the comprehensive review required prior to the granting of a five-year renewal. During the comprehensive review prior to renewal, The SDP will analyze individual annual reports and documents collected over the course of a charter school’s life in addition to the following materials : (1) Governance and Management: Review of FTCES’ compliance with its bylaws, its missions and goals stated in its charter application, its Charter Agreement, its policies and requirements for due process in suspension and expulsion cases, the Sunshine Act, the Pennsylvania Right to Know Law, and the Public Employees and Government Officials Act; (2) Operations – Review of FTCES’ professional staff certifications (must be 75%), employee clearances, enrollment history, teacher and student retention,

admissions procedures, suspension and expulsion reports, facility improvements, parental and community engagement, PDE compliance documents, school safety plan, procedures for dispute resolution, handbooks for parents, staff and students, school newsletters, media articles, proof of publication of required notices, and fundraisers; (3) Academic Program: Review of FTCES' AYP performance and PSSA scores, special education instruction, discipline and compliance issues, ELL compliance, school mission, goals and school improvement plans, goals in original charter application, promotion and graduation policies; and (4) Financial Responsibility: Review of FTCES' SDP audits, independent audits, reimbursements (e.g., for health services and for non- resident students), and review of internal controls. Based on the comprehensive review of a charter school up for renewal of its charter, the SDP will make a recommendation to the SRC either to renew or not renew the charter. As FTCES' CSP goals are aligned with the goals FTCES is expected to meet under its charter, favorable satisfaction of the CSP results should result in a favorable renewal decision.

III. COMMUNITY SUPPORT FOR THE APPLICATION.

NOTE: The response below addresses application requirement ix.

The idea for FTCES sprang from direct community interest in high quality educational options in the Bridesburg community of Philadelphia. The Franklin Towne Charter High School administration was frequently requested by parents to provide an elementary educational option for their younger children. Additionally, when the School District of Philadelphia granted FTCES its charter on February 18, 2009, they did so in direct response to the need for more educational options in the immediate Bridesburg community. After our first year of operation, the demand for our school persists with over 1,100 students on our waiting list.

The success of our program is also evident in both the minimal student turnover during the first year of operation (5.4%) and our exemplary re-enrollment rate (99.6% of the students enrolled in FTCES at the close of 2009-10 are returning for 2010-11).

An additional indication of the community's support for the FTCES CSP is the extensive meaningful community partnerships FTCES has formed in its short existence. Expanding on the partnerships already formed between the High School and the community, FTCES maintains partnerships with over 55 organizations including: Big Brothers Big Sisters Association of Philadelphia, Bridesburg Troops of Boy and Girl Clubs of America, Bridesburg Boys and Girls Club, Bridesburg Bulletin, Bridesburg Civic Association, Bridesburg Community Development Corporation, Bridesburg Elementary School, Bridesburg Historical Society, Bridesburg Recreation Center, Center for Literacy, East Frankford Civic Association, Fairmount Park Commission, First Philadelphia Charter School For Literacy, Franklin Towne Charter High

School Free Library of Philadelphia, Friends of Pennypack Park, Philadelphia Corporation for Aging, Philadelphia Police Department (15th District), PA Horticultural Society, Police Athletic League of Philadelphia, Rohm and Haas, Tacony Civic Association, United Way of Southeastern Pennsylvania, and the Wissinoming Civic Association. These partnerships provide countless opportunities to augment the schools operational and academic programming.

Informing Students and Equal Opportunity to Attend

FTCES ensures all students are given an opportunity to attend without discrimination. FTCES employs a variety of strategies to ensure equitable access to, and participation in, the program. Franklin Towne Charter Elementary School does not discriminate on the basis of intellectual ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language or any other basis consistent with educational law. We provide ample supports in our curriculum for students with learning support needs and those who are English Language Learners. Additionally, FTCES provides transportation to students throughout Philadelphia, alleviating many inequalities in getting to and from school that may arise due to race and socio-economic status. Our appended GEPA 427 Statement provides a detail of the various measures FTCES takes to ensure access for all students.

FTCES utilizes an open enrollment plan to encourage all parents to consider enrolling their children. Any child who is qualified under the laws of Pennsylvania for admission to a public school is qualified for admission to the Charter School, with preference given to Philadelphia residents, and more specifically, Philadelphia residents in the attendance zone surrounding FTCES as defined by the School District of Philadelphia. If more students submit applications than can be accommodated by the schools capacity - class, grade, or building, a lottery will be

held to enroll students on a specified date that will be made known to all applicants and their families. All students whose enrollment forms were filed by the enrollment deadline will be separated by grade and entered into a lottery. A drawing of names will then be held by grade until all open slots in each grade level are filled, with preference given first to students who reside in the chartering school districts. All other applications will be maintained for the admission of students at a grade level should space become available during the school year. A copy of FTCES' Admissions Policy is appended to this application.

IV. STRATEGY FOR ASSESSING ACHIEVEMENT OF OBJECTIVES.

NOTE: The response below addresses application requirement iii.

In order to meet the ultimate goal of increasing student academic achievement, FTCES has identified four primary objectives that must be realized: (1) Celebrate positive behavior and engage students in the learning process to maintain a culture of excellence, (2) Ensure highly qualified teachers are in every classroom, (3) Use data to drive the educational model and individual instruction, and (4) Involve parents as educational partners.

The ultimate indicator of the success of all four of these objectives is academic achievement as measured by the Pennsylvania System of School Assessment (PSSA). The two outcome performance measures indicating progress towards achieving our overall goal of increased academic achievement follow:

1. At least 72% of all students will be proficient on the reading portion of the PSSA state assessment in 2011, or there will be a 10% reduction in the percentage of students scoring below proficient.
2. At least 67% of all students will be proficient on the math portion of the PSSA state assessment in 2011, or there will be a 10% reduction in the percentage of students scoring below proficient.

We have also developed specific process performance measures for each objective. Following is an objective description as well as the process performance measures that FTCES use to indicate progress towards meeting our primary objectives.

Objective 1: Celebrate positive behavior and engage students in the learning process to maintain a culture of excellence.

FTCES is committed to providing an environment where academic excellence is expected and rewarded. We have established a climate that celebrates success through a variety of formats. Whether we are recognizing students who performed well on the PSSA, including academic achievements in the FTCES Hall of Fame, or holding assemblies throughout the school year to emphasize our educational expectations, we carefully cultivate a culture of excellence. Furthermore, we establish high standards for all students, including setting a failing grade at anything below 70%.

In order to meet high academic expectations, students must be thoroughly engaged in their education, attend school regularly, and exhibit positive behavior. By providing regular feedback to students on their academic performance and giving students a chance to meet with members of the teaching and administrative staff to discuss building-wide issues (via Student Council), FTCES encourages students be active participants in their education. FTCES has fully implemented a schoolwide positive behavior program, where students have the opportunity to earn merits for demonstrating appropriate and exemplary behavior inside and outside the classroom. As they earn more merits, students receive recognition for good behavior.

Process Performance Measures:

- a. The FTCES attendance rate will exceed 95% every year.
- b. FTCES will maintain a suspension rate below 10% every year.
- c. At least 25% of FTCES students will be *merit leaders*, earning at least 60 merits for positive behavior in the 2010-2011 school year.

- d. No more than 5% of students involved in discipline referrals in the 2010-2011 that result in suspension or expulsion in 2010-11.

Objective 2: Ensure highly qualified teachers are in every classroom.

In order to meet our high achievement expectations, students must be taught by highly qualified teachers. FTCES will adhere to strict hiring policies and implement incentives for attracting and retaining highly qualified and certified teachers, including opportunities for leadership, high quality professional development, and possibly performance bonuses and/or tuition reimbursement.

Process Performance Measures:

- a. 100% of newly hired teachers at FTCES will meet the definition of HQT, as per NCLB.
- b. At least 75% of teachers hired will hold PA certifications, as per requirement of the Pennsylvania Charter School Law.

Objective 3: Use data to drive the education model and individual instruction.

The key to academic success as we view it is to set measurable goals and to continually monitor progress toward those goals. At Franklin Towne Charter Elementary School, we use the performance standards as determined by the PSSA. The school uses DIBELS and HSP Math as screening tools for all students. FTCES frequently assesses students on reading and math benchmarks throughout the year to ensure progress, identify students in need of intervention/support, and provide targeted instruction to meet student needs. Additionally, we use Accelerated Reader, a daily progress software assessment used for monitoring the practice of reading.

Process Performance Measures:

- a. Students will be tested a minimum of three times each year in each subject area.
- b. 100% of students taking the DIBELS reading benchmark will show improvement between the first and third benchmark assessment for Oral Reading Fluency.
- c. 100% of students taking the HSP Math Assessments will show improvement between the first “Inventory” test and the final “End of Year” test.
- d. At least 90% FTCES students will meet their individual Book Level and Average Percent goals for Accelerated Reader by the end of the school year.

Objective 4: Involve parents as educational partners.

FTCES cultivates an environment in which parents are true collaborators in their children’s education. Beginning with “Bring-Your-Parent-to-School-Day” before the start of the school year to providing parents with an outline of the work their children should be completing over the summer, parents are involved in every aspect of the educational process. In turn, FTCES holds parents accountable for assisting their children to perform at high levels.

To ensure that parents have real-time access to their children’s academic progress results, coursework, and assignments, FTCES has implemented online grading, teacher websites, and electronic textbooks. FTCES also holds parent workshops, open houses, and Franklin Towne Family Outings, and an active Home and School Association provides high interest and meaningful ways for parents to become and stay active in the school.

Process Performance Measures:

- a. 95% of new parents will attend the Back to School Night in fall.

- b. At least 70% of FTCES parents will attend Parents Assuring Student Success (P.A.S.S.) education series.
- c. At least 60% of parents will access the online grading system monthly.
- d. 85% of our parents will report being highly satisfied with our school in the spring 2011 parent survey.
- e. 95% of students eligible for re-enrollment for 2011-12 will do so.

V. EXISTENCE OF CHARTER & PERFORMANCE MEASUREMENT

On February 18, 2009, the School Reform Commission of Philadelphia granted the Franklin Towne Charter Elementary School an initial charter term to commence on July 1, 2009 and conclude on June 30, 2012. A full charter contract was executed between the School District of Philadelphia (the charter authorizer) and FTCES effective July 1, 2009. Included in the FTCES charter agreement are the following provisions:

- FTCES' Educational Plan shall prepare its students for participation in the Pennsylvania System of School Assessment (PSSA).
- FTCES shall administer all required federal, state, and local standardized tests in compliance with applicable laws.
- FTCES shall administer the School District of Philadelphia's city-wide academic assessments and meet performance standard and performance targets associated with the academic components of the School District of Philadelphia's city-wide accountability systems. FTCES agrees to adopt the most current version of assessments and participate in accountability systems applicable to all School District of Philadelphia schools. (Note: In 2009-10, FTCES participated in the Acuity Predictive Assessment as mandated by the School District of Philadelphia).
- FTCES may, at its discretion, provide additional information to the School District of Philadelphia demonstrating the academic performance of the school, which the District shall consider in assessing the academic performance of FTCES.

- FTCES must comply with No Child Left Behind and implement the Pennsylvania Department of Education’s Accountability System, which requires FTCES to develop a School Improvement Plan when the school does not attain AYP, monitor student performance goals and other requirements in accordance with No Child Left Behind, and participate in any accountability related site visits as required by the School District of Philadelphia in accordance with NCLB.
- FTCES agrees to use its best efforts to achieve AYP and the Pennsylvania Value-Added Assessment System (PVAAS) growth measure pursuant to the Pennsylvania Department of Education’s Accountability System in each year of the of the charter term.
- FTCES understands that the School District of Philadelphia may establish written charter school-specific performance indicators for all public schools in Philadelphia, including charter schools. FTCES agrees to participate in such performance indicator systems and to provide required information to produce results for the system, and this performance indicator system may be used to asses FTCES’ academic performance during its charter.

A copy of FTCES’ charter agreement with the School District of Philadelphia is attached to this CSP grant application. In addition to the above provisions, FTCES agreed to be held to the goals identified in our charter application to the District. Specifically, FTCES committed to raising student achievement on the reading and math PSSA by 10% annually.

On June 16, 2010, the Office of Charter, Partnership, and New Schools of the School District of Philadelphia announced that the District would be including charter schools in its School Performance Index (SPI) beginning 2010-11. More comprehensive than AYP, the SPI measures: (1) student progress – individual student growth on the PSSA, (2) student achievement – PSSA proficiency, percent of students “Below Basic” on PSSA,

ethnic/ELL/special education achievement gaps, and (3) satisfaction and engagement – attendance, parent/student survey results. Individual charter school performance targets for the PPI will be established in fall 2010, and FTCES will strive to meet its identified SPI targets for the duration of its charter.

VI. ENCOURAGING PARENTAL INVOLVEMENT

NOTE: The response below addresses application requirement v.

Parents are actively involved in FTCES' activities in a number of ways. First, the Board ensures parent involvement in the governance of the school by reserving one position on the Board of Trustees for a parent of a student currently enrolled in the charter school, which continues to be filled by parent Mr. Joseph Dougherty in 2010-11. Board meetings are open to the public and include an opportunity for public comment, and these meetings are published in a local newspaper. Additionally, the FTCES website contains a direct link to the Board members where parents can (and have) contacted Board members directly with concerns.

Under the direction of the Board of Trustees, FTCES launched an aggressive initiative to actively engage parents in school activities in 2009-10. In addition to working with and supporting the active Home and School Association, FTCES also implemented a Student Information System which provides parents with real-time access to their student's grades, attendance, and assignments. FTCES also maintains an up-to-date website, which provides parents with access to forms, upcoming events, and teachers and their individual websites (including student assignments, online grading, and electronic textbooks).

In 2010-11, a Back-to-School Night will be held for all parents and FTCES will offer regular parent education courses. Additionally, parents are invited to participate in all FTCES events and celebrations. FTCES cultivates an environment in which parents are true collaborators in their children's education. Beginning with "Bring-Your-Parent-to-School-Day"

before the start of the school year to providing parents with an outline of the work their children should be completing over the summer, parents are involved in every aspect of the educational process. In turn, FTCES holds parents accountable for assisting their children to perform at high levels.

VII. QUALITY OF PROJECT PERSONNEL

NOTE: The response below addresses application requirement ii.

FTCES opened its doors in fall 2009 and implemented both CSP planning and implementation activities through a grant awarded by the Pennsylvania Department of Education from July 1, 2009 to June 30, 2010. The implementation of the school model as expressed in both the school's charter application and agreement and in its CSP application was carried out by a highly qualified team led by Project Director and FTCES CEO/Principal Mr. Patrick J. Field. The team encompassed expertise in all areas of charter school operations.

This team will continue to implement the CSP project during 2010-11, the school's second year of operation. The individual team members and their relevant training and experience is listed below, and their résumés are appended to this application.

Mr. Patrick J. Field (CSP Project Director, FTCES CEO/Principal) – The school's inaugural and current CEO/Principal is Patrick Field. Previously, Mr. Field served for three years as principal of Franklin Towne Charter High School. During his tenure at FTCHS, the school went from a school in School Improvement Status to making AYP for three consecutive years and received a National Center for Urban School Transformation School of the Year award for outstanding academics. In 2010, Mr. Field received one of ten National Association of Secondary School Principals (NASSP) Metlife Breakthrough Principal Awards for his work at Franklin Towne Charter High School. Before joining the Franklin Towne family, Mr. Field worked for Mosaica Education, Inc., where he garnered extensive experience in curriculum development and implementation for various student populations, including students with special

needs. Mr. Field is a Pennsylvania Certified Principal with a M.S. in Educational Leadership from Gwynedd Mercy College, a M.S. in Instructional Technology from Philadelphia University, and a B.A. in Early Childhood/Elementary Education from Temple University. Mr. Field will provide both academic and non-academic oversight during the CSP.

Mr. Joseph M. Venditti, Esq. (Chairman of the Board of Directors, FTCES) – As Chairman of the Board of Directors of FTCES, Mr. Venditti oversees and reviews all activities of the elementary school program including financial management, capital campaign, supervision and evaluation of the school’s administration, legal compliance, and proper development and execution of the school’s mission and vision. As the school matures and implements the second year of the CSP, Mr. Venditti will assist the school in developing and maintaining community partnerships that can contribute to the school’s program and achievement of its educational outcomes. Mr. Venditti has served as CEO of Franklin Towne Charter High School since 2004, during which the school transformed from a school in School Improvement Status to making AYP for four consecutive years and receiving a National Center for Urban School Transformation School of the Year award for outstanding academics (2010). Additionally, Mr. Venditti is a practicing attorney in Pennsylvania and New Jersey. His Juris Doctor Degree is from Temple University’s School of Law and his B.S. is from LaSalle College.

Ms. Kathleen Enggasser (Curriculum Specialist, FTCES) – Ms. Enggasser brings to FTCES and its CSP experience in early childhood and elementary education. As Curriculum Specialist for FTCES, she plans and supervises curriculum development and implementation, supports instructional staff, plans and implements staff development, consults on curriculum materials selection, and assists with student performance assessment and monitoring. Her role

with CSP will be to ensure that CSP performance assessments are administered and that data is used to refine the educational program at FTCES and to provide interventions to students in need. Additionally, Ms. Enggasser is an active civic leader serving as President of the Bridesburg Civic Association as well as a Board member of the Bridesburg Community Development Corporation. Her involvement in the community will be vital as FTCES explores additional partnerships to enhance the school's educational program. Ms. Enggasser is a Pennsylvania certified elementary school teacher and has a B.A. in Early Childhood/Elementary Education from Holy Family University.

Ms. Juliet E. Rusak (Special Education Coordinator, FTCES) – Ms. Rusak will be instrumental in ensuring the FTCES and its CSP continue to comply with the Individuals with Disabilities Education Act. As Special Education Coordinator for FTCES, Ms. Rusak is an advocate for families and students with academic and behavioral needs, coordinates Child Find and the development of IEPs, provides small group instruction for reading and math learning support, and provides professional development for all staff. She possesses dual Pennsylvania certification in elementary education and special education and is a graduate of LaSalle University.

Mr. Joe Klueg (Chief Operational Officer, FTCES) – An accomplished professional in the fields of public relations and communications (including 17 years working with the Philadelphia Flyers), Mr. Klueg joined FTCES in February 2010 as COO. He supports FTCES and the CSP by serving as a liaison between Franklin Towne Charter High School and the FTCES on various programmatic levels, administering the human resources program, and directing the Business Office. He will support the CSP grant in particular through his roles in

accounts receivable/payable, budget developing and monitoring, and reporting. Mr. Klueg has a B.A. in Business Administration from Robert Morris College.

Mr. Timothy N. Loranger, Jr. (Director of Information Technology, Franklin Towne Charter High School) – Mr. Loranger will serve in an advisory capacity to FTCES and its CSP, specifically with regard to implementing instructional technologies in its current temporary facility and planning to implement build the school’s own technological infrastructure in its new facility beginning in 2011-12. Since 2005, Mr. Loranger has overseen the implementation of an ambitious technology integration plan at the high school, which has contributed to the school’s academic and operational successes. Included in this initiative has been extensive use of education equipment (e.g. SmartBoards, Net Books), digital learning, and educational software. Mr. Loranger will ensure that this pillar of the high school model will be replicated in the elementary school. In addition to possessing several industry certifications, Mr. Loranger has a Masters of Science in Information Systems from Drexel University and a B.A. in Management Information Systems from Holy Family University.

Mr. B. Robin Eglin (President, OmniVest Properties Management, LLC) – Mr. Eglin will continue to support FTCES and the CSP project, specifically in the areas of charter school fiscal management. Mr. Eglin founded OmniVest in October 2000, which offers an innovative pairing of a charter school education management and financial services division with a highly experienced real estate development division that has built state-of-the art education facilities across the country. Servicing a wide variety of organizations, OmniVest Properties specializes in the planning, design, financing, development, management and construction management of commercial and educational facilities throughout the United States. Today, OmniVest is a

premier provider of charter school educational, financial, and real estate services in the Philadelphia area. Mr. Eglin Bringing over 30 years of experience in education management and real estate development to FTCES, and has fully developed approximately 125 new preschools, elementary schools, middle schools, and charter schools throughout the country. Mr. Eglin has a B.S. in Finance and Economics from New York University.

Ms. Melanie Burke Reiser (Vice President, OmniVest Properties Management, LLC) – Ms. Reiser will continue to assist FTCES during its second year of operation and its CSP project, specifically in the areas of start-up assistance, programs compliance, and CSP reporting. Ms. Reiser joined OmniVest in 2006, and her areas of expertise include charter school start-up and renewal, school compliance and reporting (including the Annual Report), federal programs management, policy development, program design and implementation, and grant writing. Formerly Executive Director of the Charter School Resource Center of Pennsylvania, Ms. Reiser is a long-time advocate for charter schools in the Commonwealth of Pennsylvania. Ms. Reiser earned a Masters of Government Administration from the Fels Institute of Government at the University of Pennsylvania and a B.A. in Political Science from Elizabethtown College.

Dr. Alexander D. Schuh (Executive Director, FRONTIER 21 Education Solutions) – Finally, as stated previously, the CSP Team will contract with an external evaluator to monitor progress toward meeting the goals and outcomes set forth in this application. The evaluation of the 21st Century Center has been designed and will be conducted by Dr. Alex Schuh of FRONTIER 21 Education Solutions. Dr. Schuh holds a Ph.D. in Policy Research and Evaluation Methods from the University of Pennsylvania, and has worked as an educational evaluator for

over 20 years. He is an expert in mixed evaluation methods, and will bring this expertise to bear in ensuring that all instruments and data are collected properly and analyzed accurately. In addition to his extensive evaluation experience, Dr. Schuh has assisted in the development of over 20 charter school nationwide and has been a middle and high school teacher.

Management of the Charter School

The 2010-11 school year marks the second year of operation for FTCES, and the management structure that has been implemented is based on charter school best practices. The FTCES Board of Directors functions primarily as a policy-making body, delegating day-to-day administration to the charter school CEO/Principal, Mr. Patrick Field. The board exercises legal power and responsibility for the school. Its roles and responsibilities include: financial development and management, fiduciary oversight, and programmatic oversight. The board is responsible for: coordination of long-range planning and resource development; overseeing and evaluating the work of the principal; setting a framework for the budget process and authorizing the annual budget; approving large resource expenditures, significant changes in program or facility use, and expansion into new program areas; exercising final authority over personnel and faculty issues; and, serving as a court of last resort for resolving complaints. The Board conducts open monthly meetings to deal with governance and management issues.

The CEO/Principal is responsible for the day-to-day operations of the school (academic and non-academic), acts as a liaison to the Board, and assures adequate fiscal and managerial oversight of all charter requirements. As Principal, he is also responsible for academic oversight of the school, including, but not limited to teacher appointment and evaluation, curriculum development and implementation, child health and safety, professional development and teacher

certification, and compliance, with state, federal, and charter requirements. In the academic operations of the school, the CEO/Principal is supported by a Curriculum Specialist and a Special Education Coordinator. In non-academic operations, he is supported by a Chief Operational Officer.

Additionally, the school contracts with a school management company, OmniVest Properties Management, to provide back-office support, ongoing financial planning services, and program compliance assistance (Note: the school management company is not responsible for providing the curriculum or educational services).

The school also retains legal counsel with expertise in charter school law and education for ongoing training and as-needed support. Finally, as the sister school to Franklin Towne Charter High School, FTCES is part of a collaborative that provides assistance to the school on areas including, but not limited to, technology, student services, and grant-writing.

Equal Opportunity Employer

The primary goal in the employment process at FTCES is to fill vacancies with the most qualified candidates available. In this pursuit, the FTCES adheres to the principles of Equal Employment Opportunity. Specifically, the schools Staffing and Hiring Policy states that, "The Charter School is an equal opportunity employer dedicated to the goal of building a culturally diverse and pluralistic faculty and staff committed to teaching and working in a multicultural environment and strongly encourages applications from women, minorities, individuals with disabilities and covered veterans."

VIII. FOCUS ON SERVING DISADVANTAGED INDIVIDUALS

NOTE: This response addresses application requirement x.

FTCES serves a truly diverse student body, which includes traditionally disadvantaged individuals. In our first year of operation, FTCES' student body was 59.5% low-income (i.e. qualifying for free or reduced lunch under the National School Lunch Program), 26.7% minority, and 15.8% special education.

To ensure that the needs of all our students are met have several measures in place. For example, when purchasing materials through major national curriculum providers provides the school access to a wide range of materials including non-English language texts, electronic texts, large print books, software packages that can accommodate the needs of hearing-impaired and visually-impaired students, and other appropriate assistive technologies. We programs in place for Special Education, Low Income Students, and English Language Learners

Special Education

FTCES provides a first class special education program for students with special needs. In 2009-2010, FTCES served 39 special education students, representing 15.8% of our student population. As our rate of special education students is within two percentage points of both the School District of Philadelphia and the Pennsylvania state averages for special education, it is evident that FTCES is successful in attracting and identifying students with special needs.

FTCES employs three main models for educating students with special needs: inclusion, learning support, and life skills. Students are placed in the Least Restrictive Environment based

on their Individualized Education Program (IEP). Newly enrolled students who report to Franklin Towne that they currently receive special education services are evaluated to ensure appropriate placement in academic classes and that all necessary supports are provided to the student.

Inclusion: Inclusion classes are “regular education” classes in which our students receive accommodations for their special needs. A special education teacher works closely with the “regular education” teacher to help provide the necessary supports for students. When possible, this model involves bringing the support services to the student (rather than moving the student to the services).

Learning Support: These classes are dedicated special education classes that are “adapted” classes based on the “regular education” model. These are smaller classes (15-18 students maximum) that are taught at a reduced pace by a special education teacher using high-interest, lower level texts.

Life Skills: The classes are designed to meet the life skills needs of students with mental retardation and other developmental disabilities. The curriculum is designed to establish and enhance student’s skills in daily living, employment, consumerism, and socialization.

Administration ensures that students are placed in the Least Restrictive Environment based on their Individualized Education Plan (IEP). To the maximum extent appropriate, children with disabilities are educated with children who are non-disabled and that special classes, separate schooling or other removal of children with disabilities from the regular education environment occurs only if the nature or severity of the disability is such that

education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Low Income Students

As mentioned previously, 59.5% of our students are classified as low-income. To address any specialized needs stemming from this risk factor, FTCES implements the following:

- FTCES, through the School District of Philadelphia, provides transportation to students throughout Philadelphia, alleviating many inequalities in getting to and from school that may arise due to race and socio-economic status.
- FTCES participates in the National School Lunch Program and School Breakfast Program, which provides free and reduced lunch and breakfast to low-income students and ensures that students receive two nutritious meals daily.
- FTCES to determine whether there are homeless students within the LEA by administering an annual enrollment form that asks for a description of the current living arrangements of the child or youth in order to determine whether the child or youth meets the definition of a homeless child under the McKinney-Vento Homeless Education Assistance Act and Pennsylvania law. We use the recommended questionnaire provided by the US Department of Education in the non-regulatory guidance to McKinney-Vento. Furthermore, our Local Homeless Liaison (presently our Curriculum Specialist) will make every effort to coordinate with social services agencies and shelters in our area to assist in the identification of homeless students. The school is prepared to provide

assistance to homeless students and other families in need to purchase supplies, uniforms, obtain records and documents, etc.

English Language Learners

While FTCES did not serve any English Language Learner students in its first year of operation, we recognize how vital it is that we have a comprehensive ELL Plan in place which can be quickly implemented upon enrollment of an ELL student. FTCES provides for the education of students whose dominant language is not English in accordance with Pennsylvania law. Our plan includes all required elements including statement of program goal, school enrollment procedures, definition of limited English proficiency, assessment procedures and policies, program entry and exit procedures, grading policies, and a listing of resources including agencies and interpreters. The purpose of the program is to increase the English language proficiency of eligible students so they can attain the state academic standards within the English as a Second Language program setting as well as within the regular classroom environment, to provide equal opportunities for these students to participate in extra-curricular activities, and to provide the cultural, social and emotional supports for English language learners to adapt to this new cultural setting.

FTCES is prepared to implement a variety of ESL program models, including pull-out, push-in, and sheltered. These models are designed to teach English language learners social and academic language skills as well as the cultural aspects of the English language necessary to succeed in an academic environment and contribute to society. It involves teaching listening, speaking, reading and writing at appropriate developmental and proficiency levels with little or

no use of the native language. Additionally, when selecting curriculum materials we looked to national publisher that have foreign-language editions of their materials.

Project Narrative

Other

Attachment 1:

Title: **FTCES Attachments** Pages: **85** Uploaded File: **FTCES Attachments.pdf**

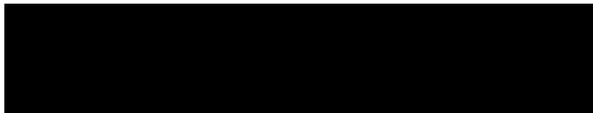
Franklin Towne Charter Elementary School

CSP Attachments

1. Resumes for project director and key personnel
2. Proof of non-profit status
3. Lottery, Recruitment, and Admissions Policy
4. Executed Charter 08-11-2009 & CSP Charter Authorizer Notification
5. Additional Appendices
 - Documentation of Previous CSP Funding
6. Charter School Program Assurances

Attachment 1:
FTCES Resumes

Patrick J. Field



Education

Temple University, Philadelphia, PA
BA, Early Childhood/Elementary Education, 1993

Philadelphia University, Philadelphia, PA
MS, Instructional Technology, May 2001

Gwynedd Mercy College, Philadelphia, PA
MS, Educational Leadership, December 2005

Hold Pennsylvania Level II Instructional Certification in Administration, Elementary Educational, and Early Childhood Education

Employment History

Franklin Towne Charter Schools

Philadelphia, PA

Chief Executive Officer/Principal – Franklin Towne Charter Elementary School (2009-2010 to present)

Chief Academic Officer – Franklin Towne Charter High & Elementary Schools (2009-10 to present)

Principal – Franklin Towne Charter High School (2006 thru 2009)

Mosaica Education, Inc.

Philadelphia, PA

Director of Academics and Curriculum Development (2004-2006)

Principal and Assistant CEO (2002-2004)

After School Academic Director (2002-2006)

Classroom Teacher (2001-2002)

July 2001 – July 2006

Springfield Township School District

Montgomery County, PA

Director of Instructional Support

June 1999 – July 2001

Philadelphia School District

Philadelphia, PA

Teacher

September 1995 – June 1999

Philadelphia School District

Philadelphia, PA

Substitute Teacher

September 1994 – June 1

Selected Accomplishments

National Association of Secondary School Principals MetLife Breakthrough Principal Award Recipient

- Selected by the NASSP, as one of 10 High School principals to receive award of merit as featured in Principal Leadership magazine May 2010

National Center for Urban School Transformation School of the Year Recipient

- Selected by San Diego's University's NCUST Office, out of 2000 applicants, to receive this national award for outstanding academics in an urban school.

Pennsylvania Keystone Award (2008)

- Honored by the PA Department of Education for consistent academic gains on state-wide academic assessments (PSSAs)

National Title I School

- Honored by the US Department of Education for consistent academic gains as measure under Federal guidelines

Consistent ability to achieve Average Yearly Progress (AYP) (2009, 2008, 2007, 2006, 2005, 2004)

- Have achieved a positive AYP status under No Child Left Behind regulations for six consecutive years.

Mosaica Leadership Institute (01, 02, 03, 04)

- Hand selected by senior MEI management officials to participate in nationwide professional development and leadership institute

Employee of the Year (03 and 04)

- Selected by administrative and teaching staff

Grant Writing

- Personally developed and wrote a *21st Century Grant* that was awarded \$1.2 million dollars, and \$764,000.
- Wrote and was awarded an *Improving Literacy Through Libraries* federal grant (\$123,000.00)
- Wrote and was awarded a School-based Drug Testing Program federal grant (\$302,000.00)

Professional Memberships

Pennsylvania Association of Elementary and Secondary School Principals (PAESSP)

National Association of Secondary School Principals (NASSP)

Association for Supervision and Curriculum Development (ASCD)

Apple Corporation's Learn and Earn Network

Association of Applied Technology Trainers (AT²)

Computing Technology Industry Association (CompTIA)

JOSEPH MICHAEL VENDITTI, ESQUIRE

**3946 GRANT AVE
PHILADELPHIA, PA 19114
(215) 632-6706
jvenditti@FTCHS.org**

PROFESSIONAL BACKGROUND

Admitted to the Supreme Courts of Pennsylvania and New Jersey and to the United States District Court for the Eastern District of Pennsylvania and the District of New Jersey.

EDUCATION

Graduate

Temple University School of Law, Juris Doctor Degree, May 1984. Dean's Honor List, 1982-1984 Terms. Academic Scholarship 1983-1984 Term.

Undergraduate

LaSalle College, Bachelor of Science. (Magna Cum Laude), May 1981. Dean's List all Semesters. Academic Scholarship 1978-1981 Terms.

PROFESSIONAL EXPERIENCE

Franklin Towne Charter Elementary School, Phila., PA 2009-present.

Chairman of the Board of Directors.

Oversee and review all activities of elementary school program including financial management, capital campaign, mandated federal and state-level reporting, and human resources and personnel supervision. Communicate closely with school administration to ensure the proper development and execution of the school's mission and vision. Develop and maintain ongoing relationships with various members of the school and neighborhood communities.

Franklin Towne Charter High School, Phila., PA 2004-present.

Chief Executive Officer.

Direct plan and review the activities of a high school including program supervision and development. Develop interpret and explain procedures relevant to school operations. Develop budget and ensure compliance. Supervise all administrative offices including education, human recourses, administrative

staff, counseling, financial office and plan and development. Direct school facility use and maintenance to provide safe and orderly environment conducive to learning.

Waters & Venditti P.C., Phila., PA 1991-present.

Partner, General Practice Law Firm.

Responsible for developing cases in all areas of law and handling files from initial client interview thru pretrial proceedings, all phases of discovery and trial. Concentration in criminal and civil defense, real estate, corporate and small business matters and domestic relations.

First Judicial District, Phila., PA 1998-present.

Central Legal Staff. Responsibilities include assisting the Judiciary of Philadelphia Municipal Court with legal research and opinion writing and representing the Municipal Court in all legal proceedings.

Rowan University, Glassboro, NJ 1997-2002.

Adjunct Professor - Law and Justice Department.

Teach criminal law seminar which examined specific areas of criminal law through detailed research, debate and writing. Established a trial advocacy program.

Bureau of Administrative Adjudication, Phila., PA 1995-1998.

Assistant to the Director of Finance. Supervise hearing examiners. Duties include managing the evening docket to ensure all scheduled hearings are disposed of in a timely manner and to ensure the integrity of the hearing process. Decide cases concerning the validity of fines issued by the City of Philadelphia by reviewing evidence presented by the respondent and entering a final disposition.

Dennerly's Sporting Goods Inc., 1990-2002.

President. Corporate holdings include three retail sporting goods stores and a promotional advertising company. Duties include management of all administrative operations and functional units including: accounting, advertising, financing, marketing, personnel, purchasing and sales.

Saidel, Sand and Saidel, P.C., Phila., PA 1989-1991.

Associate, General Practice Law Firm.

Responsible for handling all aspects of cases in the areas of criminal, domestic relations and mortgage foreclosures.

Freedman & Lorry, P.C., Phila., PA 1982-1989.

Associate, General Practice Law Firm. 1984-1989.
Responsible for cases in the areas of labor law, bankruptcy, social security disability, workers compensation and general civil litigation. Major client: Transport Workers Union, responsibilities included: negotiating collective bargaining agreements and work rules and arbitration of collective bargaining disputes.

Law Clerk 1982-1984.

Researched and prepared briefs and memorandum in the area of labor law.

ORGANIZATIONAL AFFILIATIONS

Board of Directors - Chairman -
Franklin Towne Charter High School

Board of Directors - Member -
Philadelphia Academy Charter School

Board of Directors - Member - USA Hockey

Regional Director - Keystone State Games

United States Track and Field Association -
Official

Philadelphia Eagles - Statistician

Philadelphia Flyers - Statistician

1996 Atlanta Olympic Games - Official- Track and
field venue

Philadelphia Flyers' Cup Championship, Tournament
Director

Pennsylvania High School Championship, Tournament
Director

ATHLETIC BACKGROUND

TRACK AND FIELD

1996 Atlanta Olympic Games - Volunteer Track and field venue.

USAT&F - Official.

Archbishop Ryan High School, Asst. Track coach, 1993 - Present

Philadelphia Marathon, Planning Committee, 1994 - Present

Northeast Road Runners Club of America, Board of Directors, 1992 - Present

ICE HOCKEY

Keystone State Games
Director, 1990 - Present
Regional Manager, 1988 - 1989
Head Coach, Junior Level, 1981 - 1987

Archbishop Ryan, Head Coach, 1981

Philadelphia Junior Flyers, Coach, 1982 - 1983

Philadelphia Flyers' Youth Hockey Association,
Head Coach, 1984 - 1987
Board of Directors, 1988 - 1991

Philadelphia Flyers' Cup Championship, Tournament Director, 1987 - 1992

Pennsylvania High School Championship, Tournament Director, 1987 - 1992

KATHLEEN ENGGASSER



CERTIFICATION: Pennsylvania Instructional I

EDUCATION: HOLY FAMILY UNIVERSITY, Philadelphia, Pa.
B.A. in Early Childhood/Elementary Education, February 2004
HOLY FAMILY UNIVERSITY: Masters Program
Educational Leadership/Reading Specialist

RELEVANT EXPERIENCE:

Franklin Towne Charter Elementary School, Philadelphia, Pa.
Curriculum Specialist (2009 – Present)

Responsibilities: Plans and supervises curriculum development and implementation. Provides advice and counsel for teachers on matters pertaining to instruction. Plans and implements staff development programs for school staff. Consults on material selection, assists with student performance assessment and testing.

Girard College Elementary School, Philadelphia

4th Grade Teacher (2004/2005) 2nd Grade Teacher (2004/2009)

I provide students with a caring respectful learning environment. Responsibilities include lesson plans, organizing classroom materials and environment, and various other duties.

2008 – 2009 Lead Teacher for Primary Grades 1st – 3rd

Responsibilities:

Maintain book room; oversee classroom budgets, homework monitor, classroom supplies, and coverage when needed.

John Hancock Demonstration School, Philadelphia

Student Teacher (Fall 2003) 4th Grade

I developed an appreciation for the effectiveness of cooperative learning in establishing students interpersonal skills as well as being a good learning experience. I acquired many valuable teaching and learning strategies that I will implement during my teaching career.

School District of Philadelphia – Comprehensive Early Learning
Frankford Arsenal offsite Center
Classroom Instructor Part Time (2000 – 2003)

Provided age appropriate activities to stimulate creativity and physical/social development of children to age 6. Functioned as part of a 4-member team for planning and implementing all curriculum activities in the classroom.

Metropolitan Boys and Girls Club of Philadelphia

Bridesburg Preschool Unit

Lead Teacher – Preschool Classroom (1997 – 2000)

Created age appropriate activities to stimulate creativity and physical/social development of children of various ages. Solely responsible for all classroom planning and implementing activities. Team member responsible for organization of new building.

Archdiocese Of Philadelphia

St. John Cantius School

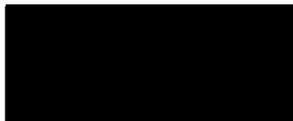
Substitute Teacher (1994 – 1997)

Provided instructional learning for Kindergarten thru Eight Grade.

AFFILIATIONS:

President of Bridesburg Civic Association
Educational Planning Committee Bridesburg Historical Society
Girard College Language Arts Planning Committee
Girard College Report Card Development Committee
Girard College Tutoring Program
Girard College Science Committee for Middle States Certification
Bridesburg Community Development Corporation Board Member

Juliet E. Rusak



OBJECTIVE: To obtain a position as a tutor for elementary age students to provide highly individualized, one on one instruction in academic or life skills.

EDUCATION: La Salle University, Philadelphia, PA-May 2007
Dual Certification Bachelor of Arts in Elementary and Special Education
Bachelor of Arts in American Studies
Cumulative GPA: 3.81 (Maxima Cum Laude)

CERTIFICATION: *Pennsylvania Instructional I Certification:* Elementary Education K-5
Pennsylvania Instructional I Certification: Special Education N-12

EXPERIENCE: **Franklin Towne Charter Elementary School Philadelphia, PA**
Special Education Coordinator

- Present Professional Development In-services for teachers on special education programs and policies.
- Develop Individualized Education Programs (IEP's) and facilitate IEP meetings.
- Train general education teachers on how to implement and monitor goals and objectives in IEP's.
- Teach small group instruction groups for reading and math learning support.
- Advocate for families and students with academic and behavioral needs.
- Coordinate the Child Find Study Team.
- Maintain a professional, confidential and ethical relationship with parents, colleagues and students.

The Vanguard School (Approved Private Special Education School) Paoli, PA
Behavior Support Specialist-Elementary Level-Fall 2009-Current

- Develop and conduct Functional Behavioral Assessments that lead to Positive Behavior Support Plans.
- Provide crisis intervention to ensure a safe and productive learning environment.
- Support staff to carry out and maintain data for behavioral goals set in each student's Individual Education Plan and Positive Behavior Support Plan.
- Responsible for developing and maintaining the Positive Behavior Support Program for the elementary school.
- Create and follow through with school wide, classroom, and individual incentive programs.

Personal assistant and tutor-Devon, PA-Fall 2008-Current

- One to one academic and emotional support for a student with special needs in the home environment.

Middle School Teacher- Fall 2007-Spring 2009

Extended School Year Teacher- Summer 2007, 2009

- Responsible for a homeroom of nine students aged 12-15 at an elementary instructional level.
- Plan and execute daily lesson plans for children with Autism spectrum disorders.
- Develop, implement, and monitor goals and objectives in Individualized Education Plans (IEPs) and facilitate IEP meetings.
- Extensive experience differentiating instruction in reading, language arts, social studies and life skills.
- Devise and implement unique behavior support plans tailored to meet each individual students' needs

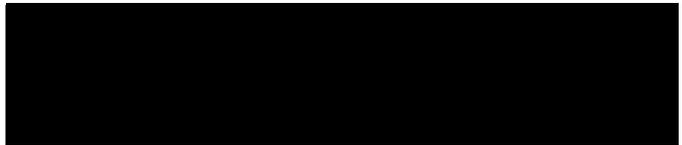
PROFESSIONAL
ACTIVITIES:

Cooperating Teacher for Cabrini and West Chester Practicum Students-Spring 2008-Summer 2009
Wilson Language Program Training Conference-Summer 2009
Proctored PSSA and PASA-2009
Member of Search Committee for School Principal-Spring 2009
Teacher Mentor for First Year Teacher-Fall 2008-Spring 2009
CPR and Safety Care Certified-May 2009

COMPUTER SKILLS: MAC, PC, Board Maker, ExcentTera, Microsoft Word, Excel, Power Point, Interwrite Board, IEP Writer

References and portfolio available upon request

JOE KLUEG



PROFESSIONAL EXPERIENCE

Franklin Towne Charter Elementary School

5301 Tacony Street

Philadelphia, PA 19137, 215-289-5000

Chief Operational Officer (February 2010 through present) - Responsible for Operational, Human Resources and Business functions of the Elementary School

- Acts as a liaison between Elementary School staff and High School staff regarding operational issues, including physical plant and food service
- Administers human resource program for the Elementary School, including coordination of insurance coverage for employees and enforces school's policies and procedures
- Responsible for day-to-day operations of the Business Office, including attendance, payroll, account payables, purchasing and budget monitoring

Philadelphia Flyers

3601 South Broad Street, Philadelphia, PA 19148, 215-465-4500

Communications Department (1991-92 through 2008-09 season) – Held a variety of roles within the Public Relations/Communication Department, advancing from intern to Director of Media Services and Publications

- Responsible for company's written external communications, including press releases, game-specific information and team publications
- Prepared and managed \$1.0 million Communications Department budget
- Responded to request from local, national and international media for information and assistance
- Responsible for game-related and special event media operations, including credentialing, seating assignments, camera locations and press box personnel
- Represented the organization at public media events, including NHL Draft, NHL Meetings and team functions
- Developed and organized content for team's web site; responsible for supervision of webmaster
- Served as team's archivist and responsible for oversight of the Archives Department's activities
- Developed and managed content for the Flyers Experience (in-arena attraction which includes displays of memorabilia, interactive exhibits and portrait gallery)
- Supported organization's charitable and community relations efforts, including Flyers Wives Fight for Lives Carnival

Stockton State College (Richard Stockton College of New Jersey)
Jimmie Leeds Road, Pomona, New Jersey 08240

Sports Information Director (1988-89 and 1989-90 school years) – Developed and maintained a sports information program for 10 NCAA intercollegiate sports

EDUCATION

Robert Morris College, Coraopolis, Pennsylvania
Bachelor of Science in Business Administration
Major: Sports Management
GPA: 4.0 (Four-Point Grading System)

Timothy N. Loranger, Jr.

PROFESSIONAL EXPERIENCE:

Director of Information Technology

3/2005 – Present

Franklin Towne Charter High School, Philadelphia, PA

- Responsible for the daily operations, planning, implementation, purchasing, and budget concerning Information Technology within the organization.
- Implemented and maintain Active Directory (Windows Server 2003) Infrastructure, Microsoft Exchange 2003, Windows Mobile 5.0 applications (on Palm Treo 700wx device), Symantec Endpoint, Symantec Ghost Server solution (PXE boot and imaging), MS SQL SERVER 2000/2005, Linux Enterprise 3.0 server, HP Web Jet Admin, Symantec Mail Security, Windows SUS, 220 + PCs, EMC Celerra NS350 NAS storage (CIFS & ISCSI), Quantum Scalar Tape Library, Veritas Media Server 11.0, Cisco switches/appliances (2950, 2948, 3550, and ASA 5500), Blue Coat Proxy SG400 and AV400, Nagios, MRTG, Accellion A250 (Secure File Transfer Appliance), etc
- Planning, implementation, and maintenance of disaster recovery solution
- Developed SQL required for student information system (Tenex Xsphere) data and grading system (Esembler) to seamlessly interact... first instance of two distinct vendor systems working synergistically in any organization. Developed SQL and daily batch procedures for SFS and Parentlink autodialing system (as an ASP) to seamlessly interact.
- Lead multiple departments in initiative to meet PIMS reporting compliance.

Senior Network Administrator

3/2003 – 3/2005

Reed Technology and Information Services, Horsham, Pa

- Responsible for implementation of tunneled network using CISCO 3725 Routers and HP 5108 switches between 4 company facilities.
- Configure, test, implement, and maintain approximately 50 HP ProCurve switches (2848, 4108, 5308 2524, 2650) and HP WLAN APs
- Lead for DS-3 and EFTP projects utilizing Cisco Routers and Cisco PIX Firewalls.
- Authored a 68 page Formal Security Policy based on the ISO 17799 and BS 7799 standards to assist the company in establishing such practices
- Designed and Implemented 'MagicQuery', which provided staff with the ability to utilize canned queries via a web interface, to retrieve information from Network Associates' MAGIC help desk system.
- Designed and Implemented 'SNMPSEVER' using IIS, MRTG, DHTML, and batch files to capture and collect data from WAN/LAN devices
- Appointed Project Lead for a Production/Network Operations Center in an effort to create a proactive environment

- Recipient of two 'Spotlight Awards' and two 'Reed Rockets' for exceptional effort and demonstrating a high level of competence.

Network Performance Engineer

4/2001 – 1/2002

Comcast Business Communications, Moorestown, NJ

- Configured, tested, and administered Concord Network Health 4.8 (Enterprise Performance Management software) in production and test environments utilizing multiple operating systems (Sun Solaris 8, Windows NT, Windows 2000, and Windows XP)

- Installed and configured agents such as SysEdge, Service Response, and Application Response on network hosts

- Worked closely with other departments such as Provisioning and Engineering concerning implementation and change control issues for LAN/WAN devices and media (ATM switches, routers, circuits, t1, OC-3, OC-12, etc.)

- Documentation of test 'scripts' involving Concord Network Health to support corporate test plan, which served as a guideline for a corporate wide cutover to a revised infrastructure

Technical Specialist

2/2000 – 3/2001

McKessonHBOC Technology Solutions, Horsham, Pa

TECHNICAL SUMMARY:

Services/Protocols/Technologies

TCP/IP, ICMP, IGMP, DNS, DHCP, HTTP, HTTPS, SSH, RADIUS, SMTP, POP, SNMP, OSI model, BLUE COAT, ETHEREAL, NMAP, HP PROCURVE MANAGER +, ACTIVE DIRECTORY, GPMC, SQL SERVER MANAGEMENT STUDIO, CISCO NETWORK ASSISTANT, etc...

Operating Systems

Windows 95 – Vista, Windows NT 4.0 server/workstation, Windows 2000 – 2003 Server, UNIX (Sun Solaris 8), and Red Hat Linux 7.0 - Enterprise 3.0.

Programming/Scripting/Markup

HTML (hard code), JavaScript, CSS, VBScript, and XML, SQL, VB (schooling), and C++ (schooling)

EDUCATION:

Drexel University, Philadelphia, Pennsylvania
Masters of Science in Information Systems

Holy Family University, Philadelphia, Pennsylvania
BA in Management Information Systems
Dean's List 1999

CERTIFICATIONS:

Cisco Certified Network Associate (CCNA)
CompTIA Network +
Microsoft Certified Professional (MCP)

References available upon request



115 Pheasant Run, Suite 114
Newtown, Pennsylvania 18940
O-215-497-8301 ext. #1
F-215-497-8305
C-610-368-0822
E-reglin@omnivestllc.com

B. ROBIN EGLIN

Mr. Eglin is President and CEO of OmniVest Properties Management, LLC. He started this company in October 2000 with a mission to provide expert services in every area of real estate development. Servicing a wide variety of organizations, OmniVest Properties specialize in the planning, design, financing, development, management and construction management of commercial and educational facilities throughout the United States. Today, OmniVest is a premier provider of charter school educational, financial, and real estate services in the Philadelphia area.

Graduating from New York University in 1978, Mr. Eglin began his career in commercial real estate. He was involved in the development of 16 Automotive Service Centers nationwide and a variety of multi-story parking garages such as Bally's Park Place Casino Hotel, Barnett and Flagship Banks, Hyatt Regency Hotels, and Omni International, to name a few. For the past 20 years, Mr. Eglin has focused his vast real estate expertise in the for-profit and non-profit education field.

In 1987, he joined Pennsylvania Blue Shield to form a private school division called Carefree Learning Centers. During his tenure at Blue Shield, Mr. Eglin grew this division, developed and was responsible for the operations of twelve high quality preschools in Southeastern Pennsylvania.

Continuing in the education field, Mr. Eglin joined Nobel Learning Communities, Inc. (a national for-profit education company) in 1995. He quickly became President of Nobel Learning Communities, Inc. and was responsible for the day-to-day operations of the company's specialty school division which included charter schools, alternative high schools, and special education schools nationwide.

To date, Mr. Eglin has fully developed approximately 175 new preschools, elementary schools, middle schools, and charter schools throughout the country.

Mr. Eglin has developed a specialized talent for assisting charter schools locate, finance, design and construct their real estate in a cost effective and time sensitive manner. With his multifaceted experience, Mr. Eglin provides comprehensive business plans, performs financial analysis, oversees the real estate function from start to finish and provides business management and educational services to schools. And, he performs these services with a clear focus on cost-effectiveness, timeliness and bottom-line results.

Mr. Eglin is Chief Financial Officer and an advisory board member for People For People Inc., a non-profit community based organization in North Central Philadelphia.

MELANIE BURKE REISER

PROFESSIONAL HIGHLIGHTS

- Nine years of experience in the Pennsylvania charter school arena, most notably in Philadelphia. Work has included extensive experience in charter school development, project management, grant writing, and public advocacy.
- Manage over \$7 million in annual federal Title I monies at nine Philadelphia charter schools, including expertise in program compliance, parent involvement, and school improvement initiatives.
- Designed a 21st Century Community Learning Center for the People for People Charter School, an inner-city charter elementary school in Philadelphia, PA. This after-school program was designed to support students at-risk for educational failure through advanced literacy instruction, intervention and test preparation programming in mathematics and reading, entrepreneurial education, and family development workshops. Secured a grant of approximately \$800,000 to implement program from fall 2004 to spring 2009.
- Contracted by the School District of Philadelphia's School Reform Commission (SRC) to develop a comprehensive charter school policy for the granting and evaluation of charter schools in a transparent, merit-based, and equitable manner. Gathered feedback from all charter school constituents to inform this policy and incorporated revisions during the SRC's negotiation process. Policy approved by SRC and implemented in 2005-2006 school year.
- Secured grant funding in excess of \$1.3 million to support the implementation of three new charter schools in Philadelphia and one state-wide cyber-charter school.
- Secured thirteen Charter School Program (CSP) grants from the Pennsylvania Department of Education for community groups and individuals interested in developing high quality charter schools in Pennsylvania.
- Testified before the Pennsylvania House of Representatives Subcommittee on Basic Education and Philadelphia City Council Committees on Legislative Oversight and Education on charter school issues in spring 2001.

EXPERIENCE

OmniVest Properties/Management, LLC (Newtown, PA)

Vice President – February 2008 to Present

District Manager – February 2006 to February 2008

Head company's charter school operations support division, working alongside school finance and accounting and real estate development divisions. Provide full-service management support to eight Philadelphia charter schools including: federal programs (Title I, Title II, ARRA) management and compliance; state and federal reporting, including charter school Annual Report; National School Lunch Program and food services support including staff training; special education compliance monitoring; policy development; Board governance training; program development, implementation, and ongoing compliance monitoring; charter renewal preparation services and application writing; and grant writing and management of grant-supported programming. Lead company's charter school start-up technical assistance initiatives. Support charter school real estate development projects, including assistance in securing and maintaining compliance with \$2.5 million Pennsylvania Redevelopment Assistance Program grant for new two-way language immersion charter school in Philadelphia.

FRONTIER21 Education Solutions (Philadelphia, PA)
Assistant Director & Educational Consultant – June 2005 to February 2006

Responsible for providing short-term assistance to a boutique educational research and technical assistance firm during the summer/fall 2005 charter school development season. Developed a 21st Century Community Learning Center after school and summer school program for a maritime-themed charter school; worked with a major community development corporation in North Central Philadelphia and the School District of Philadelphia in developing a curriculum model for the conversion of an underperforming high school into a charter high school with a Business and Entrepreneurship Career Academy; collaborated on all aspects of preparing a charter school proposal for a high school focused on serving alternative learners (i.e. autistic and AD/HD students) in Montgomery County, including curriculum development, special education compliance, policy development, and community outreach; and assisted in a multi-year evaluation of the Children's Scholarship Fund Philadelphia program.

Charter School Resource Center of Pennsylvania (Philadelphia, PA)
Executive Director – March 2001 to November 2004

First director for nonprofit that serves as an information clearinghouse, public advocate, and source of operational support for the Pennsylvania charter school community. Positioned the organization as one of Pennsylvania's preeminent providers of charter school technical assistance, specifically in the areas of start-up assistance, accountability (including No Child Left Behind compliance), and governance training. In this capacity, worked with over thirty charter schools and cyber-charter schools in various stages of operation from school development through implementation, evaluation, and renewal.

Responsibilities include: serving as the primary educational consultant in the delivery of technical assistance (including grant writing and project development and management) and managing team of subcontractors to complete projects on-time and on-budget; tracking charter school news and pending legislation and disseminating information to the charter school community via website and communiqué; serving as a vocal advocate for high quality charter schools and an expert in public school reform through frequent speaking engagements and publication; acting as an information source for parents exploring their school choice options; and managing all aspects of the nonprofit (including budgeting, development, board relations, marketing and public relations).

Philadelphia Police Department (Philadelphia, PA)
Research Assistant, Police Commissioner's Office – August 2000 to March 2001; Spring 2000

Supported Police Commissioner John Timmonney as a researcher and writer. Projects included analyzing the effectiveness of Operation Sunrise (the Department's program to fight crime, drugs, graffiti, and other quality-of-life challenges in targeted communities); working with the Department's Research and Planning Unit to draft an operations handbook for the Republican National Convention; and developing a protocol for the Special Victim's Unit that included multi-agency collaboration (i.e. hospitals, victim rights and support organizations, child and family social service agencies).

The Philadelphia News Project (Philadelphia, PA)
Senior Associate – May 2000 to August 2000

Responsibilities included researching, writing, and marketing a briefing book on Philadelphia issues (sponsored by the Pew Charitable Trusts and produced by the Fels Center of Government at the University of Pennsylvania), which was distributed to the 15,000 journalists at the 2000 Republican National Convention. Specifically, served as primary researcher and writer of briefing papers on Philadelphia's new economy, crime and safety, unions, gay and lesbian activism, and waterfront revitalization.

Pennsylvania Department of Transportation (Harrisburg, PA)
James A. Finnegan Fellow – Summer 1997

Through the James A. Finnegan Foundation's public policy and politics internship program, served as an intern in PennDOT's Department of Communications and Customer Relations. Responsibilities included conceiving, writing and overseeing the design of a historical postcard series distributed in Pennsylvania Welcome Centers and event planning for Welcome Centers.

EDUCATION

University of Pennsylvania, The Fels Institute of Government

Master of Government Administration, August 2002

- Student Advisory Board, Academic Representative

Elizabethtown College

B.A. in Political Science, Cum Laude, May 1998

- "Honors in the Discipline" designation, Political Science
- Minor in History
- *The Etonnian*: Editor-in-Chief of the weekly campus newspaper
- *Patriot News* Award of Excellence for Print Communications

PUBLICATIONS & PRESENTATIONS

Pennsylvania Coalition of Charter Schools' Annual Conference: Co-Presenter for "Do You Want to Stay Open for Another Five Years: A Guide to Successfully Managing the Philadelphia Renewal Process" with Dr. Leroy D. Nunery, II and Ms. Tracy Portle.

Pennsylvania Coalition of Charter Schools' Annual Conference: Presenter for "Not Just the Facts Ma'am: Making Your Annual Report Work for You" session, April 2008.

Pennsylvania Coalition of Charter Schools' Annual Conference: Co-Presenter with Robert W. O'Donnell, Esq., for "Charter School Board Governance: The Basics" session and co-presenter with Dr. Alexander D. Schuh for "Accountability Plans 101" session, May 2004.

IssuesPA (www.IssuesPA.net – a non-partisan effort to raise the issues most important to Pennsylvania's future economic competitiveness, spearheaded by the Pennsylvania Economy League): Contributor (by invitation) to the "Viewpoints" question, "What are the most important education issues facing Pennsylvania?," 3 October 2003.

"Is Philly too Cool for Schools?," *Philadelphia Daily News*, 7 May 2003.

Black Alliance for Educational Options of Philadelphia's "Voice of Choice" (a weekly radio show on WURD 900 AM): Guest Speaker on charter schools in Philadelphia, 10 March 2003.

Pennsylvania Department of Education's Charter School Conference: Panelist on five-year evaluation of the Pennsylvania charter school movement, 9 January 2003.

League of Women Voters of Lehigh Valley: Panelist on public school finance, 17 October 2002.

EdVentures 2002 Conference (hosted by the Association of Education Practitioners and Providers): Panelist on cyber-charter schools, 26 July 2002.

Education Policy and Leadership Center's Institute for Community Leadership: Presenter on charter schools in Pennsylvania, 14 March 2002.

“Charter Delay a Golden Opportunity,” *Philadelphia Daily News*, 5 March 2002.

Pennsylvania House of Representatives Subcommittee on Basic Education: Testified on charter school successes and challenges, 30 May 2001.

Philadelphia City Council Committees on Legislative Oversight and Education: Testified on the state of Philadelphia’s charter schools, 2 May 2001.

“A Diseased Democracy,” a review of Christopher Lasch’s *The Revolt of the Elites and the Betrayal of Democracy*, published in *Politics and Regimes*, Volume 30, Transaction Publishers, 1997.

“A Woman of Valor, Who Can Find? The Life and Accomplishments of the Honorable Genevieve Blatt,” *Pittsburgh Legal Journal*, 1997.

Co-Author of, “Tales of Two Willies – Stark and Slick: A Comparison of *All the King’s Men* and *Primary Colors*,” with Dr. E. Fletcher McClellan, a paper presented at the Annual Meeting of the Pennsylvania Political Science Association, April 1997.

Attachment 2:
Proof of Non-profit Status (IRS Tax Exemption Letter)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

SEP 04 2009

Date:

FRANKLIN TOWNE CHARTER ELEMENTARY
SCHOOL
5301 TACONY ST BOX 310
PHILADELPHIA, PA 19137

RECEIVED
SEP 14 2009

Employer Identification Number:
26-4634765

DLN:
17053212321049

Contact Person:
CHRIS BROWN ID# 31503

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
June 30

Public Charity Status:
170(b)(1)(A)(ii)

Form 990 Required:
Yes

Effective Date of Exemption:
March 27, 2009

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

FRANKLIN TOWNE CHARTER ELEMENTARY

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

A handwritten signature in black ink that reads "Robert Choi". The signature is written in a cursive style with a large, prominent "R" and "C".

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

FRANKLIN TOWNE CHARTER ELEMENTARY

INFORMATION FOR CHARTER SCHOOLS

You are not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you are operating under a contract with the local government. If your method of operation changes to the extent that your charter is terminated, cancelled, or not renewed, you should notify us. You will also be required to comply with Revenue Procedure 75-50.

Letter 947 (DO/CG)

Attachment 3:
FTCES Lottery, Recruitment, and Admissions Policy

Franklin Towne Charter Elementary School

Board of Trustees Policy

Enrollment Policy

The Board of Trustees of the Charter School recognizes that all resident children in Philadelphia qualify for admission to the Charter School as follows:

- As a charter school, the Charter School shall not discriminate in its admission policies or practices on the basis of intellectual ability, or athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language or any other basis that would be illegal if used by a school district
- As a charter school, the Charter School may limit admission to a particular grade level, a targeted population group composed of at-risk students, or areas of concentration of the school such as mathematics, science or the arts.
- As a charter school, the Charter School may establish reasonable criteria to evaluate prospective students which shall be outlined in the school's charter.
- If more students apply to the Charter School than the number of attendance slots available in the school, then 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 charter school. However, the Charter School may give preference in enrollment to a child of a parent who has actively participated in the development of the charter school and to siblings of students presently enrolled in the charter school. First preference shall be given to students who reside in the chartering school district.
- If available classroom space permits, the Charter School may enroll nonresident students on a space-available basis, and the student's district of residence shall permit the student to attend the Charter School.

The Board of Trustees of authorizes the Charter School as follows:

- The Charter School will utilize an open enrollment plan to encourage all parents to consider enrolling their children. Any child who is qualified under the laws of Pennsylvania for admission to a public school is qualified for admission to the Charter School.
- Applications for student slots must be submitted by a deadline that will be established and made known by the Charter School.
- If more students submit applications than can be accommodated by the schools capacity - class, grade, or building, a lottery will be held to enroll students on a specified date that will be made known to all applicants and their families.
- All students whose enrollment forms were filed by the enrollment deadline will be separated by grade and entered into a lottery. A drawing of names will then be held by grade until all open slots in each grade level are filled, with preference given first to students who reside in the chartering school districts.
- All other applications will be maintained for the admission of students at a grade level should space become available during the school year. Preference will be given first to students who reside in the chartering school districts.
- Students are allowed to withdraw from the charter school at any time, upon written notice by the child's parent or guardian and upon evidence of arrangements at an admitting school. The district of residence will be notified by the school when a student withdraws.
- No tests will be administered to students in order to determine eligibility for admission.
- Students who have been expelled from school because their behavior reflected concerns for their personal safety or for the safety of others will be reviewed individually and enrollment decisions will be made in full compliance with Pennsylvania law and with the State Board of Education regulations.

Attachment 4:
Executed Charter 08-11-2009
&
CSP Charter Authorizer Notification

THE SCHOOL DISTRICT OF PHILADELPHIA

SCHOOL REFORM COMMISSION

440 NORTH BROAD STREET - THIRD FLOOR
PHILADELPHIA, PENNSYLVANIA 19130

OFFICE OF GENERAL COUNSEL

TELEPHONE (215) 400-4120
FAX (215) 400-4121

Elizabeth C. Gutman
DIRECT DIAL: (215) 400-5154
E-MAIL: egutman@philasd.org

August 11, 2009

Ms. Cynthia A. Marelia
Chair, Board of Trustees
Franklin Towne Charter Elementary School
5301 Tacony Street
Philadelphia, PA 19137

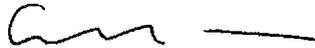
Re: *Franklin Towne Charter Elementary School*
OGC Contract No. 815/F09

Dear Ms. Marelia:

Enclosed is a fully executed original of the Charter for Franklin Towne Charter Elementary School for your file.

If you have any questions, please do not hesitate to contact me.

Very truly yours,



Elizabeth C. Gutman
Assistant General Counsel

/mar
Enclosure

cc: Benjamin Rayer, Chief - Charter, Partnership & New Schools (w/copy)
Carly Bolger - Office of Charter, Partnership & New Schools (w/original)

Contract No. 815/F09

School Reform Commission
Resolution No. SRC-14
February 18, 2009

CHARTER FOR
FRANKLIN TOWNE CHARTER ELEMENTARY SCHOOL

This Charter (the “Charter”) is made and entered into as of July 1, 2009 (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 **FRANKLIN TOWNE CHARTER ELEMENTARY 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 5301 Tacony Street, Philadelphia, Pennsylvania 19137. 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, the founding coalition of the Charter School submitted to the SRC an Application to operate the Charter School (“the Application”); and

WHEREAS, on February 18, 2009, the SRC adopted Resolution SRC-14 (the "Resolution"), attached hereto as Exhibit A and made a part hereof, which authorized the grant of this Charter for the Charter School upon meeting the condition(s) set forth in the Resolution; 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-14, dated February 18, 2009 is attached hereto as Exhibit A 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 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 B and incorporated herein;

5. a true, correct and complete copy of the determination letter issued by the Internal Revenue Service (“IRS”) stating that the Charter School is a federally tax exempt entity as described in Section 501(c)(3) of the Internal Revenue Code, or 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 Applicable Laws (as hereinafter defined) 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 Applicable Laws (as defined herein).
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, and the dates of all lotteries, in compliance with School District requirements and Applicable Law (as hereinafter defined);
10. a schedule of all 2009-2010 Charter Board meetings;
11. a copy of the signed lease or recorded deed for each facility 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 C; 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; and
3. a valid Certificate of Occupancy issued by the City of Philadelphia Office of Licenses and Inspections for use as a school for each facility the Charter School shall utilize.

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 15, 2009.

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 15, 2009, the School District shall withhold any and all funding due to the Charter School after September 1, 2009 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. **Application of the Charter School.** The Application, including the representations, certifications and assurances set forth therein, 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 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 D 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 three (3) years and shall commence on July 1, 2009 and shall end on June 30, 2012 ("the Term"), unless terminated, 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, the first day of school for students, and the dates of all lotteries, 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 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 (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.**

1. The Charter School shall operate a charter school only at the following location: 5301 Tacony Street, Philadelphia, PA 19137. The Charter School shall not suspend or terminate operations, relocate from the premises at which the Charter School proposes to operate as set forth in the Application without first giving notice thereof to the School District not less than sixty (60) days before the proposed suspension, termination or relocation. The Charter School shall not suspend or terminate operations or, if such relocation constitutes a material change in the Application, relocate, without the prior written consent of the School District, which consent the School District shall not unreasonably withhold, condition or delay.
2. In accordance with the Resolution No. SRC-14, dated February 18, 2009, the Charter School facility shall be located within the Richmond Elementary School ("Richmond")/James J. Sullivan Elementary School ("Sullivan")/Bridesburg Elementary School ("Bridesburg") attendance zone ("Attendance Zone") indicated on the Attendance Zone Map, attached hereto as Exhibit G and made a part hereof.

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 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, but not as a basis for decisions on nonrenewal or revocation. The Charter School agrees to participate in and to work cooperatively with the School District on such efforts.

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.
6. The Charter School shall apply as a minimum performance standard for its academic assessments the applicable performance standards associated with the academic components of NCLB, as well as the applicable Commonwealth of Pennsylvania assessment systems, professional responsibility and accountability systems, including the PSSA or its duly approved successor.

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 C-1 and incorporated as if fully set forth herein.

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:

1. during the 2009-2010 school year, a maximum enrollment of two hundred forty (240) students in grades K through 5;
2. during the 2010-2011 school year, a maximum enrollment of three hundred ninety (390) students in grades K through 6; and
3. during the 2011-2012 school year, a maximum enrollment of five hundred sixty (560) students in grades K through 7.

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 Resolution, the Charter School shall have admission preferences for students who reside in the Attendance Zone as defined in Section IV.L.2. and as delineated on the map attached hereto as Exhibit G and made a part hereof.
2. If enrollment slots are still available after admitting all applicants from the Attendance Zone, the Charter School shall fill the remaining slots on a random basis as set forth in Section 17-1723-A of the Charter School Law. All other provisions in Section 17-1723-A and the Public School Code shall remain in full force and the Charter School may not exclude students on any basis other than that set forth in Section VI.B.1.
3. In addition to providing copies of School Enrollment Forms as required under Paragraph I.C.1. of this Charter, annually on or before August 15th, the Charter School shall provide documentation to the School District demonstrating that the Charter School has recruited students from Richmond, Sullivan and Bridesburg and then given priority in the lottery process to students living in the Attendance Zone. Additionally, upon request, the Charter School shall provide information about its recruitment efforts in the Attendance Zone.
4. The Charter School may not exclude students based on race, color, familial status, religious creed, ancestry, sex, national origin, handicap or disability.
5. 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.

6. The Charter School shall adopt and submit to the School District an admissions policy that complies with Applicable Laws and its Application.
7. The Charter School shall submit Enrollment Forms to the School District for each student enrolled in the Charter School. Each student's Enrollment Form shall be signed by his or her parent(s) or legal guardian(s).
8. 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.
9. The Charter School shall provide the School District's Charter School Office notice of the date, time and location of any and all admissions lotteries at least thirty (30) days prior to the scheduled date of each admissions lottery. The School District reserves the right to observe the admissions lottery process.

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. A designated representative of the Charter School shall, at the Charter School's sole option, have on-site access to the School District's Student Information Systems, or such successor systems as the School District may elect in its discretion to implement hereafter (the "SIS") to enable the Charter School to provide such information to the School District. 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.C. 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 Applicable Laws.
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. 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 pursuant to 24 P.S. §13-1317.2, the Charter School shall provide to the School District the student's name and documentation related to the violation within two (2) business 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 possess 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 SIS. 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 SIS 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. The Charter School may, at its discretion, provide additional information the School District demonstrating the academic performance of the school, and the School District will consider such additional information in assessing the academic performance of the Charter School.
- C. **Charter School Annual Reports and Assessments.** 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. 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; (vi) the names and addresses of all students who were admitted outside of the lottery process, along with the reason for such exemption; and (vii) 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. In accordance with NCLB, the Public School Code and the Charter School Law, the School District of Philadelphia has implemented the Pennsylvania Department of Education's Accountability System which includes, but is not limited to, the following:
1. Development by the Charter School of an Accountability/School Improvement Plan when the Charter School does not attain Adequate Yearly Progress ("AYP") status.
 2. Monitoring of student performance goals and all other requirements in accordance with NCLB.
 3. Participation in any accountability related site visits as required by the School District in accordance with NCLB.

The Charter School agrees to participate in and comply with all aspects of the Pennsylvania Department of Education's Accountability System and has executed the Accountability Agreement ("Accountability Agreement"), attached hereto as Exhibit E.

- D. The Charter School acknowledges and agrees that failure to meet, in all materials 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 properly maintain the Charter School facility in compliance with all Applicable Laws.

f. 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 be held to the goals identified in its Application and to seek written permission from the School District for any proposed changes to its academic goals.

d. The Charter School understands that the School District may establish written charter school-specific performance indicators for all public schools in Philadelphia, including charter schools. The Charter School agrees to participate in such performance indicator systems and to provide required information to produce results for the system. 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.

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 F 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 and the SIS.
- 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 Policies.

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 sixty (60) 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 insurance certificates, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have a Best rating 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, and 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 and shall annually prior to August 1st provide to the Office of Risk Management a certificate evidencing the following insurance policies:

(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 \$1,000,000 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 \$4,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the Charter unless a separate \$4,000,000 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 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: Executive Director of Charter Schools
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: Franklin Towne Charter Elementary School
5301 Tacony Street
Philadelphia, PA 19137
() (Facsimile)

With a required copy to: _____

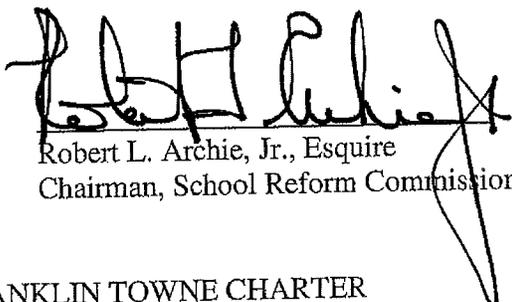
_____, PA _____ - _____
Attention: _____, Esquire
() _____ - _____

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.

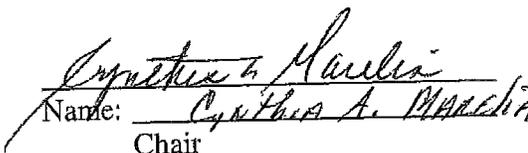
THE SCHOOL DISTRICT OF
PHILADELPHIA

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

APPROVED AS TO FORM:


Assistant General Counsel

FRANKLIN TOWNE CHARTER
ELEMENTARY SCHOOL

By: 
Name: Cynthia A. Marchia
Chair
Board of Trustees

ATTEST:

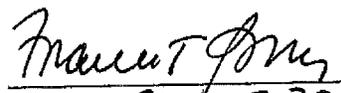
By: 
Name: FRANK T. PRADY
Secretary
Board of Trustees

EXHIBIT A

[SRC RESOLUTION]

RESOLUTION

Charter Schools: Approval of Charter School

WHEREAS, pursuant to Act 83 of 2001, the School Reform Commission ("SRC") is authorized to approve applications for the creation of charter schools; AND

WHEREAS, pursuant to Act 83 of 2001, the SRC is authorized to suspend the requirements of the Public School Code and regulations of the State Board of Education; AND

WHEREAS, the founding coalition of **Franklin Towne Charter Elementary School** (the "Charter School") has applied to create and operate a charter school; AND

WHEREAS, the SRC, having reviewed the charter application and related materials is now prepared to grant a charter to the founding coalition of the Charter School; NOW BE IT

RESOLVED, That the School Reform Commission authorizes the School District of Philadelphia to grant a charter to the Charter School to operate a public charter school for a three-year period beginning July 1, 2009 and ending June 30, 2012, provided that the Charter School must provide the following documentation ("Required Documentation") to the School District:

- Evidence that the Charter School's board of trustees has been formally organized, has met, and has authorized the signing of the Charter and the Statement of Assurances; and
- Evidence that the board of trustees has sufficient membership in the number required by its bylaws; and
- A certificate of insurance evidencing that insurance coverage has been obtained in the amounts and categories stated in the Charter; and
- Evidence that the Charter School has been incorporated in the Commonwealth of Pennsylvania, and is in good standing, as a nonprofit corporation; and
- Proof that an adequate school facility has been leased or purchased and all applicable laws governing the facility's renovation, if any, including competitive bidding and payment of prevailing wages, have been followed; and
- A copy of the certificate of occupancy for the facility permitting use of the building as a school; and

- Complete student enrollment data, including but not limited to the names, addresses, birth dates and previous schools of all students enrolled; and
- Evidence that the Charter School has adopted an accountability plan and has agreed to follow Generally Accepted Accounting Principles; and
- A schedule of all 2009-2010 board meetings and a list of all board members with their contact information; and
- Complete employment data, including but not limited to, the names, addresses and criminal background checks and child abuse clearances for all professional employees; and
- A resolution of the board of trustees stating that no members of the board or their immediate family will have business dealings with the Charter School, and that the members of the board of trustees and all senior administrative staff will comply with the Public Official and Employee Ethics Act; AND BE IT

FURTHER RESOLVED, that the grades and enrollment of the Charter School are approved as follows:

Year One

Total enrollment of two hundred forty (240) students in grades K-5

Year Two

Total enrollment of three hundred ninety (390) students in grades K-6

Year Three

Total enrollment of five hundred sixty (560) students in grades K-7

Year Four

Total enrollment of seven hundred fifty (750) students in grades K-8

Year Five

Total enrollment of seven hundred seventy (770) students in grades K-8; AND BE IT

FURTHER RESOLVED, that the provision of Public School Code Section 17-1723-A(a), which states:” all resident children in this Commonwealth qualify for admission to a charter school” is hereby SUSPENDED, for this Charter School only, as follows: the Charter School will have admissions preferences for students who reside in its attendance zone (to be determined by the School District and attached to the Charter). If enrollment slots are still available after admitting all applicants from the attendance zone, the Charter School shall fill the remaining slots on a random basis in accordance with Section 17-1723-A. The Charter School shall report annually on its recruitment and enrollment in a form to be determined by the School District. All other provisions of Section 17-1723-A and the Public School Code shall remain in force and the Charter School may not exclude children on any basis other than that set forth in this paragraph; AND

FURTHER RESOLVED, that the Charter approved by this Resolution shall issue forthwith on July 1, 2009 or such later date, provided satisfactory Required Documentation has been submitted to the School District. Failure to submit satisfactory Required Documentation by August 31, 2009 shall void this Resolution. The SRC hereby delegates authority to determine compliance with the requirements of this Resolution to the Superintendent of Schools or her designee. Notice of voiding this Resolution for failure to submit the Required Documentation shall be issued by the Chair of the SRC. In any event, the Charter awarded herein will not take effect until the Charter has been signed by the School District and the President of the Board of Trustees of the Charter School or another member of the Board duly designated by the Board of Trustees.

Melanie Reiser

From: Larrier, Travis [tlarrier@philasd.org]
Sent: Tuesday, August 24, 2010 3:24 PM
To: 'Melanie Reiser'
Cc: 'Doresah Ford-Bey'; 'Venditti, Joe'; 'Field, Patrick J.'; 'Klueg, Joseph'
Subject: RE: Charter School Program Grant -- Franklin Towne Charter Elementary School
Attachments: image002.gif

Hello Melanie,

Thank you for notifying the Charter School Office of your intent to apply for the implementation grant.

Best of luck to you and the leadership at Franklin Towne Elementary,

Travis

From: Melanie Reiser [mailto:mreiser@omninvestllc.com]
Sent: Tuesday, August 24, 2010 3:12 PM
To: 'Travis Larrier'
Cc: 'Doresah Ford-Bey'; 'Venditti, Joe'; 'Field, Patrick J.'; 'Klueg, Joseph'
Subject: Charter School Program Grant -- Franklin Towne Charter Elementary School

1

Hello, Mr. Larrier:

Per our conversation today and my conversation last week with Executive Director of Charter Schools Ms. Doresah Ford-Bey, this email serves as notice that the Franklin Towne Charter Elementary School is applying for an implementation grant from the US Department of Education through the Charter School Program (CSP).

The purpose of the CSP is to increase national understanding of the charter school model and to expand the number of high-quality charter schools available to students across the nation by providing financial assistance for the planning, program design, and initial implementation of charter schools. CSP will assist FTCEs in purchasing curriculum, furniture, and instructional technology as we grow our student population per our approved charter agreement with the School District of Philadelphia.

Having made AYP in our first year of operation, we are excited about increasing the number of students we serve in 2010-11 and about maintaining our collaborative relationship with the School District of Philadelphia. Participation in the CSP will enhance our opportunity to provide the high level of education we expect of FTCEs. We will keep you informed about the status of this grant.

Please let us know if you have any questions about this significant grant opportunity for Franklin Towne Charter Elementary School.

Sincerely,
Melanie Reiser
Managing Agent for Franklin Towne Charter Elementary School

2

Attachment 5:
Documentation of Previous CSP Funding

DOCUMENTATION OF PREVIOUS CHARTER SCHOOL PROGRAM (CSP) FUNDING

Franklin Towne Charter Elementary School (FTCES) received a grant CSP grant of \$255,289 from the Pennsylvania Department of Education to perform approved planning and implementation activities for the period beginning July 1, 2009 and ending June 30, 2010. While FTCES is presently eligible for a second year of implementation funding through CSP, the Pennsylvania Department of Education was not approved to administer CSP funding for 2010-11.

The attached documents detail FTCES' previous participation in CSP with the Pennsylvania Department of Education. FTCES is requesting a waiver to be considered for a second CSP grant (this time from USDE) for its second implementation year.

- **Document 1:** Letter from Pennsylvania Department of Education notifying FTCES of need to apply directly to USDE for CSP Funding (August 4, 2010)
- **Document 2:** Grant award notification letter from the Pennsylvania Department of Education to FTCES (July 2, 2009)
- **Document 3:** Email from the Pennsylvania Department of Education revising the grant allocation to \$255,289 due to an increase in the number of charter schools that opened in 2009-2010 (September 17, 2009).
- **Document 4:** Grant Agreement between the Pennsylvania Department of Education and FTCES for participation in CSP.

Document 1

Letter from Pennsylvania Department of Education notifying FTCEs of need to apply directly to USDE for CSP Funding (August 4, 2010)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.pde.state.pa.us

August 4, 2010

Mr. Joseph Venditti, Esq.
Franklin Towne CS
5301 Tacony St., Box 310
Phildadelphia, PA 19137

Dear Mr. Venditti,

The U.S. Department of Education (USDE) has notified the Pennsylvania Department of Education (PDE) that PDE has not been recommended for CSP funding for federal fiscal year 2010-11. Consequently PDE will not be administering planning, implementation and dissemination funding for 2010-11. However each eligible charter school or entity may apply directly to USDE for CSP funding under the non-SEA grant competition.

Attached is a notification from USDE containing details which include the submission deadline of the non-SEA grant.

Additional questions should be directed to Teresa Bradley at (717) 787-9819 or tebradley@state.pa.us.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Parker E. Martin".

Parker E. Martin, Ed.D., Chief
Division of Nonpublic, Private & Charter School Serivces
Bureau of Community and Student Services
(717) 783-9280
pamartin@state.pa.us

Attachment

Document 2

Grant award notification letter from the Pennsylvania Department of Education to FTCES (July 2, 2009)



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF EDUCATION
333 MARKET STREET
HARRISBURG, PA 17126-0333
www.pde.state.pa.us

July 2, 2009

Mr. Joseph Venditti, Esq.
Franklin Towne CS
5301 Tacony St., Box 310
Phildadelphia, PA 19137

Dear Mr. Venditti:

The Department of Education has evaluated the E-Grant application you submitted for the 2009-2010 Charter School Program Grant (CSP.) As a result of the review of the application, it has been decided to award your organization \$289,504 for the purpose of planning, implementation, or both.

You will be contacted by Teresa Bradley, Division of Nonpublic, Private, and Charter School Services, to begin the formal contractual process. Should you have questions about the CSP grant, please contact the Division at 717-787-9819.

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Castelbuono".

Diane Castelbuono
Deputy Secretary

Document 3

Email from the Pennsylvania Department of Education revising the grant allocation to \$255,289 due to an increase in the number of charter schools that opened in 2009-2010 (September 17, 2009).

Melanie Reiser

From: Bradley, Teresa [tebradley@state.pa.us]
Sent: Thursday, September 17, 2009 2:50 PM
To: 'Melanie Reiser'
Subject: 2009/2010 CSP Grant Agreement
Attachments: Franklin Towne.doc

Attached is your contract for your CSP grant. I will also be returning your eGrant so you can go in and revise your Implementation Budget to reflect \$205,289 . Please leave the Planning Budget at \$50,000. Please sign using the below guidelines and mail back to me via regular mail at:

PA. Department of Education
333 Market St.,5th Floor
Harrisburg, PA 17126.

Please be aware that although I will be processing the contracts, you will not receive funding until the state budget is passed.

Grant Signature Requirements

Grants must be signed and dated by the chief administrative officer of the grantee. This means the school district superintendent, intermediate unit executive director, area vocational technical school director, **charter school chief executive officer**, library, public library director.

1

If a library is owned/operated by a local political subdivision, then whoever is authorized to sign for the entity should sign for the library grant as well. If the library is owned/operated by a parent agency such as a Historical Society or a Hospital, then the grant must be signed by the president or vice president **and** the secretary or treasurer of the organization.

In the case of grants to institutions of higher education, universities, colleges and community colleges, the president or another individual who has been given signature authority by the board of trustees must sign. In the latter case, documentation of signature authority is necessary.

Grants to community-based organizations and all other entities must be signed by the president or vice president AND secretary or treasurer of the organization. If only one officer signs, the requirement for a second signature may be waived provided that evidence of the person's signature authority is provided.

In cases where it is necessary to demonstrate or document the authority of the person who signed the grant contract, such documentation can be obtained in any one of the following four ways: (1) a copy of the minutes of the Board of Trustees indicating that the person was authorized to sign contracts or the specific contract in question; (2) a copy of Board by-laws indicating that the person was authorized to sign contracts; (3) a signed certification by the Secretary of the Board that either minutes or by-laws exist that authorize the signatory to sign; or (4) a letter signed by appropriate Board officers indicating that they ratify the signature of the individual who signed the contract

Teresa Bradley | Administrative Assistant
Bureau of Community and Student Services
Pennsylvania Department of Education
333 Market Street | Harrisburg PA 17126
Phone: 717-787-9819 | Fax: 717-214-4389
tebradley@state.pa.us | www.pde.state.pa.us

2

Document 4

Grant Agreement between the Pennsylvania Department of Education and FTCES for participation in CSP.

RECEIVED

FC NO. 4100050322
CFDA NO. 84.282A
GRANTEE'S VENDOR NO. 759924

SEP 28 2009

Nonpublic, Private and
Charter School Services

GRANT AGREEMENT

This Grant Agreement is made this 21st day of October, 2009, between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF EDUCATION ("Department") and FRANKLIN TOWNE CHARTER ELEMENTARY SCHOOL ("Grantee"), operating at 5301 Tacony Street, STE 108, Philadelphia, PA 19137

WITNESSETH:

WHEREAS, the Department of Education, created by Section 201 of the Administrative Code of 1929, as amended, 71 P.S. § 61 has applied for and been awarded a Charter School Program grant under Title V, Part B of the No Child Left Behind Act, (P.L. 107-110); and

WHEREAS, this grant program is intended to assist individuals or groups in planning for the creation of a charter school for up to 18 months preceding the school's opening and/or to meet the implementation needs of new charter schools during the initial 2 years of operation, within a total maximum grant period of 3 years; and

WHEREAS, the Grantee has submitted an application for such funds pursuant to applicable law and Department guidelines; and

WHEREAS, the Grantee was selected to receive this sub-grant in accordance with the Department's established grant policy and procedure; and

WHEREAS, the Department has awarded an estimated total of \$255,289 to Grantee from funds granted to the Commonwealth by the federal government to provide assistance (in planning the submission of a charter school application/ in implementing an eligible charter school) in the Commonwealth of Pennsylvania; and

NOW THEREFORE, the parties intending to be legally bound hereby agree as follows:

- 1) The term of this grant shall be to defray costs incurred in performing approved activities from July 1, 2009 to June 30, 2010.
- 2) The Grantee (proposes to both plan and open a charter school/is opening a charter school).
- 3) The Grantee will provide the program described in Grantee's approved application (Attachment B) the Budget included therewith and

- the Standard Grant Terms and Conditions (Attachment A) each of which is attached hereto and incorporated herein. In conducting the grant program, Grantee shall comply with applicable federal law.
- 4) Subject to the availability of funds, the Department will pay the Grantee in the manner specified:
- \$50,000 This payment shall be made in one lump sum to be paid after full execution of this agreement and upon submission of an invoice to the Department by Grantee.
 - \$153,967 (75% of total) to be paid within 30 days of the Department's receipt of all documentation required to assign Grantee an Administrative Unit Number and the opening of Grantee's charter school and \$51,322 (25% remaining) within 6 months of the first payment.
 - If this is a multi-year award, the Grantee will be provided with written notice of the amount awarded for each subsequent year and of the method of payment. Subsequent to receiving this notice the Grantee shall submit a budget for that year and the Department's notice and the budget shall become a part of this agreement.
- Any unexpended funds remaining at the end of the grant period must be returned to the Department.
- 5) This grant agreement may be cancelled by the Department in accordance with Paragraph 1 of Attachment A, upon thirty (30) days prior written notice.
- 6) This grant agreement contains all the terms and conditions agreed upon by the parties. Any modification of this agreement or its terms shall only be valid if accomplished by way of a written and fully executed amendment.
- 7) Grantee shall submit quarterly financial reports to the Department regarding the expenditure of funds received during each year of this agreement. These reports shall be due on September 30, December 31, March 31 and the final report on or before July 31.
- 8) Budget Revisions may be made to the Estimated Budget (Attachment B) up to a 25% change in each line item by providing a revised estimated budget to the Department. Any change of more than 25% to a line item requires the prior written approval of the Department. Any such budget changes will be incorporated herein.
- 9) Record Retention
- a) Grantee will create and maintain program and accounting records required by the Department and agrees that a program review may be conducted at any reasonable time by Federal and State personnel and by any other persons duly authorized by the U.S. Department of Education or the Department. Review of program and accounting

- records will be conducted in accordance with applicable Federal and State policies and regulations.
- b) The Grantee will maintain all statistical records of the program, as required by the Department, and will produce program narrative and statistical data at times prescribed, and on forms provided, by the Department.
 - c) All required records will be retained in accordance with applicable law and regulations.
 - d) Regardless of any other applicable requirement, all records pertinent to this Agreement, including financial, statistical, property and participant, and supporting documentation shall be retained for a period of at least **Six (6) Years** from the date of submission of the final closeout report for this Agreement or until all audits are complete and findings on all claims have been completely resolved.
 - e) The Grantee shall make any grant application, program evaluation, periodic program plan, or report relating to any program operated under this agreement available for public inspection upon request.

D

IN WITNESS WHEREOF the parties hereto have caused this Grant Agreement to be executed by their duly authorized officials:

FOR THE GRANTEE:


Title Joseph Venditti, CEO

9-22-09
Date

Title

Date

FOR THE DEPARTMENT:

kel

Secretary/Deputy Secretary

10/21/09
Date

APPROVED AS TO FORM AND LEGALITY:


Office of Chief Counsel

1/16/09
Date

Office of General Counsel

Date

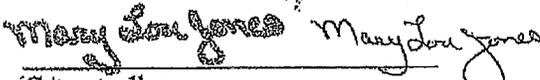
Office of Attorney General

Date

APPROVED FOR FISCAL PROPRIETY AND THE AVAILABILITY OF FUNDS:

ACCOUNT CODE: under Appropriation Symbol 990-FUNDING SOURCE: FEDERAL APPROPRIATION 990;
CHARTER SCHOOLS: 7010109000 1633610000 K19151010111 6600300

AMOUNT: \$255,289


Comptroller

JAN 07 2010
Date

ATTACHMENT "A"

STANDARD GRANT TERMS AND CONDITIONS

1. **TERMINATION CLAUSE** The Commonwealth has the right to terminate this grant for any of the following reasons:
 - a) **TERMINATION FOR CONVENIENCE**: The Commonwealth may terminate this contract for its convenience if the Commonwealth determines termination to be in its best interest. The Grantee shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Grantee be entitled to recover loss of profits.
 - b) **NONAPPROPRIATION**: The Commonwealth's obligations are contingent upon appropriation of funds for the contract purpose. The Commonwealth shall have the right to terminate this contract because of the nonavailability of sufficient funds (state and/or federal) for the Commonwealth to pay for the services to be rendered under this contract.
 - c) **TERMINATION FOR CAUSE**: The Commonwealth reserves the right to terminate this contract upon written notice for Grantee's nonperformance or inadequate performance.

2. **NONDISCRIMINATION/SEXUAL HARRASSMENT CLAUSE** During the term of the Grant, the Grantee agrees as follows:
 - a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Grantee, subGrantee, or any person acting on behalf of the Grantee or subGrantee shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b) Neither the Grantee nor any subGrantee nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
 - c) Grantees and subGrantees shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- d) Grantees shall not discriminate by reason of gender, race, creed, or color against any subGrantee or supplier who is qualified to perform the work to which the Grants relates.
- e) The Grantee and each subGrantee shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Grantee or any subGrantee does not possess documents or records reflecting the necessary information requested, the Grantee or subGrantee shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- f) The Grantee shall include the provisions of the Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subGrantee.
- g) The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Grantee in the Grantee Responsibility File.

3. GRANTEE INTEGRITY PROVISIONS

- a) Definitions.
 - (1) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - (2) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - (3) Grantee means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
 - (4) Financial interest means:
 - (a) ownership of more than a 5% interest in any business; or

- (b) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- (5) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or Grants of any kind.
- (b) The Grantee shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
 - (c) The Grantee shall not disclose to others any confidential information gained by virtue of this agreement.
 - (d) The Grantee shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employe of the Commonwealth.
 - (e) The Grantee shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to any gratuity for the benefit of or at the direction or request of any officer or employe of the Commonwealth.
 - (f) Except with the consent of the Commonwealth, neither the Grantee nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
 - (g) Except with the consent of the Commonwealth, the Grantee shall not have a financial interest in any other Grantee, subGrantee, or supplier providing services, labor, or material on this project.
 - (h) The Grantee, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
 - (i) The Grantee, by execution of this agreement and by the submission of any bills or invoices for payment pursuant

thereto, certifies and represents that he has not violated any of these provisions.

- (j) The Grantee, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Grantee's integrity or responsibility, as those terms are defined by the Commonwealth statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Grantee for a period of three years beyond the termination of the contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Grantee to complete performance hereunder, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

4. GRANTEE RESPONSIBILITY CLAUSE

- a. Grantee certifies, for itself and all its sub-Grantees, that as of the date of its execution of this Agreement, that neither the contractor, nor any sub-Grantees, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Grantee cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.
- b. Grantee also certifies, that as of the date of its execution of this Agreement, it has no tax liabilities or other Commonwealth obligations.
- c. Grantee's obligations pursuant to these provisions are ongoing from and after the effective date of the Agreement through the termination date thereof. Accordingly, Grantee shall have an obligation to inform the Commonwealth if, at any time during the term of the Agreement, it becomes

delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subGrantees are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Grantee to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Agreement with the Commonwealth.
- e. Grantee agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth, which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.
- f. Grantee may obtain a current list of suspended and debarred Commonwealth Grantees by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

5. **OFFSET CLAUSE:** The Grantee agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the Grantee or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the Grantee under this or any other contract with the Commonwealth.

6. **PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT**

During the terms of this Agreement, the Grantee agrees as follows:

- (1) Pursuant to federal regulations promulgated under the authority of THE AMERICANS WITH DISABILITIES ACT, 28 C.F.R. §35.101 et seq., the Grantee understands and agrees that no individual with a disability

shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Grantee agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through Grants with outside Grantees.

- (2) Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth or Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Grantee's failure to comply with the provisions of paragraph 1, above.

7. **AUDIT REQUIREMENTS**

Grantee must comply with all applicable federal and state audit requirements as set forth in and in accordance with Enclosure 1 to Management Directive No. 325.9 Amended (September 8, 1997), or any subsequent amendment to that Enclosure. If Enclosure 1 is amended by the Secretary of the Budget during the term of this agreement, the Department will send a copy of the amended Enclosure to Grantee and such amended Enclosure shall become effective upon receipt by the Grantee.

8. **COMMONWEALTH HELD HARMLESS.**

Grantee agrees to indemnify, defend and save harmless the Commonwealth, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Grantees, subGrantees, materialmen, laborers and any other persons, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement and against any liability, including costs and expenses, for violation of proprietary rights, or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement or based on any libelous or other unlawful matter contained in such data.

9.. **FEDERAL ASSURANCE CLAUSE:**

Grantee shall comply with applicable federal law, specifically including the General provisions in Subpart XIV of the Improving America's Schools Act of 1994 (20 U.S.C. §8801 et seq.) and the General Education Provisions Act (20 U.S.C. §1212 et seq.). In addition, Grantee's activities under this agreement shall be carried out on a nondiscriminatory basis in accordance with 34 CFR Parts 100, 104 and 106 and 45 CFR Part 90 (relating to nondiscrimination on the basis of race, color, national origin, sex, handicap or age), the Civil Rights Act of 1870, as amended (42 U.S.C. §§1981 et seq.) and the Federal Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), and shall be carried out in accordance with the Fair Labor Standards Act (29 U.S.C. §§201-219), Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (42 U.S.C. §§1437(c), 1437(f), 4601, 4602, 4621-4633 and 4655), Equal Pay Act (29 U.S.C. §206), 34 CFR Parts 76, 80, 82, 98 and 99, and Office of Management and Budget Circulars A-87, A-102, A-110, A-128 and A-133, as applicable. Grantee certifies that it is acting in compliance with the provisions of 34 CFR Part 85 (relating to debarment and suspension), 20 U.S.C. §3224(a) (relating to drug and alcohol abuse prevention programs), and 31 U.S.C. §1352 (relating to lobbying). The above required certification shall be in such manner as required by applicable law. If Grantee is a school district, intermediate unit, area vocational-technical school, or other local educational agency or a state or public agency, it further assures that its employees and officials, whose principal employment is in connection with an activity funded with federal grant money, shall not engage in any political activity barred by the Hatch Act, 5 U.S.C. §§1501 et seq.

10. **RIGHT-TO-KNOW CLAUSE:**

Grantee or sub-grantee understands that this grant agreement and grant-related records are subject to requests made pursuant to the Right-to-Know Law, 65 P.S. §§67.101 et seq., unless specifically exempt from such disclosure pursuant to the Federal Freedom of Information Act, 5 U.S.C. §552, the Transportation Security Administration's Security Rules for All Modes of Transportation, 49 CFR, Subtitle B, Chapter XII, the Critical Infrastructure Information Act of 2002, 6 U.S.C. §§131-134, 6 CFR Part 29, or other Federal law. Those records subject to the Right-to-Know Law include, but are not limited to, personnel, fiscal, procurement, confidential, proprietary or sensitive security information submitted as part of this grant or the administration thereof, and which are in the possession and/or control of the Commonwealth of Pennsylvania. Grantee or sub-grantee further

understands that while this records described above may be subject to requests made pursuant to the Right-to-Know Law, all determinations concerning the release of records are made on a case-by-case basis by the Commonwealth department or agency's Open Records Office and the Governor's Office of General Counsel and may fall within one or more of the available exemptions under the Right-to-Know Law.

Attachment 6:

FTCES CSP Assurances

OMB No.1810-0570 Exp.05/31/2005

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: Patrick J. Field

TITLE: CEO/Principal

SIGNATURE OF AUTHORIZED OFFICIAL:



APPLICANT ORGANIZATION: Franklin Towne Charter Elementary School DATE SUBMITTED: 08/25/2010

Budget Narrative

Budget Narrative

Attachment 1:

Title: **FTCES Budget Narrative Pages: 5** Uploaded File: **FTCES Ed524 Budget Narrative.pdf**

Budget Narrative

DIRECT COSTS			Base Amt.	Year 1	Year 2	Year 3
1. Personnel (6100)						
<i>SUBTOTAL</i>				0.00		
2. Fringe Benefits						
				0.00		
3. Travel (6400)	Per Person	# Staff				
Travel for selected program staff to participate in required CSP Project Director's meeting in Washington, DC.						
<i>Round-trip train ticket from Philadelphia to D.C.</i>	\$150.00	2		\$300.00		
<i>Hotel (\$180/night x 2 nights)</i>	\$360.00	2		\$720		
<i>Per diem (\$35/pp/day x 2 days)</i>	\$70.00	2		\$140		
<i>SUBTOTAL</i>	\$580.00			\$1,160		
4. Equipment	Per Unit	# Units	Base Amt.	Year 1	Year 2	Year 3
No equipment over \$5,000 per unit requested. (Computer equipment listed as supplies and materials.)						
				\$0		

5. Supplies (6300)	Per Unit/Child cost	# Units	TOTAL			
Comprehensive curricular costs (this cost includes all non-consumable materials needed to deliver a reading and language arts program, a math program, a science program, a social studies program, and a physical education program) to our student population in kindergarten (examples of materials include Harcourt StoryTown, Accelerated Reader, Harcourt Math, First in Math, Full Option Science System, Teacher Curriculum Institute Social Studies Alive!). Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase).	\$120	100 students		\$12,000.00		
Comprehensive curricular costs (this cost includes all non-consumable materials needed to deliver a reading and language arts program, a math program, a science program, a social studies program, and a physical education program) to our student population in 1 st grade (examples of materials include Harcourt StoryTown, Accelerated Reader, Harcourt Math, First in Math, Full Option Science System, Teacher Curriculum Institute Social Studies Alive!). Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase).	\$90	100 students		\$9,000.00		
Comprehensive curricular costs (this cost includes all non-consumable materials needed to deliver a reading and language arts program, a math program, a science program, a social studies program, and a physical education program) to our student population in 1 st grade (examples of materials include Harcourt StoryTown, Accelerated Reader, Harcourt Math, First in Math, Full Option	\$90	100 students		\$9,000.00		

Science System, Teacher Curriculum Institute Social Studies Alive!). Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.						
Comprehensive curricular costs (this cost includes all non-consumable materials needed to deliver a reading and language arts program, a science program, a physical education program, a social studies program, and math program) to our student population in 7th grade (examples of materials include Harcourt Elements of Literature, Accelerated Reader, Harcourt Math, First in Math, Full Option Science System, Teacher Curriculum Institute Social Studies Alive!) Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.	\$82.00	100 students		\$8,200.00		
Student desks. Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.	\$67.50	520		\$35,100.00		
Student chairs. Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.	\$27.50	520		\$14,300.00		
Cafeteria tables. Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.	\$470.00	51		\$23,970.00		
Student Computers. Cost basis – summer 2010 vendor quotes plus 4% anticipated cost increase.	\$994.00	75		\$74,550.00		
<i>SUBTOTAL</i>				\$186,120.00		

6. Contractual (6200)			Base Amt.	Year 1	Year 2	Year 3
Contract with external professional evaluation consultant to monitor school's progress toward meeting performance measures as stated in our CSP application. Cost basis – 5% of grant award as per industry standard and previous experience			9,364	\$9,364.00		

with proposed vendor.						
7. Construction						
NOT ALLOWED					\$0	
8. Other						
					\$0	
9. TOTAL DIRECT COSTS (sum of #1-#8)					\$196,644.00	
10. Total Indirect Costs						
11. Training Stipends						
TOTAL COSTS (9-11)					\$196,644.00	

General Purpose

The Franklin Towne Charter Elementary School (FTCES) is requesting funding for reasonable and necessary costs associated with the initial implementation of the charter school, including acquiring necessary equipment and educational supplies.

Personnel

In order to ensure the sustainability of our program, FTCES is focusing its CSP funding request on one-time expenditures. As such, we are not requesting any personnel funds.

Travel

The school is requesting \$1,160.00 for travel (i.e. transportation, lodging, and meals) to the required 2-day CSP Director’s Meeting in Washington, D.C. Per grant requirements, a minimum of two selected members of our project team will attend this meeting.

Equipment

As, FTCES is not requesting any single item in excess of a \$5000.00 unit cost, we are not requesting any Equipment funds.

Supplies

The funds that we are requesting for supplies will allow us to purchase student desks and chairs for 520 students, which, when added to the school’s present owned furniture, will be sufficient for our final projected student population of 770 students in grades K-8. We are also seeking funding to allow us to purchase 51 cafeteria tables. In addition to this we are seeking funds that will allow us to purchase non-consumable, research-based instructional materials for our expansion grades (kindergarten, 1st, 2nd, and 7th) including text books, manipulatives, lending libraries, software, etc. Lastly we are seeking supply funds to allow us to purchase 75 student desktop computers for use in both lab and classroom settings as part of the school’s technology integration initiatives. All supply costs use summer 2010 vendor quotes with an anticipated annual increase of 4%.

Contractual

If the CSP grant is awarded, FTCES will contract with an external program evaluator to measure FTCES’ success in meeting the performance measures as stated in our CSP application narrative. The funding level sought is based on previous work with the proposed evaluator and an estimated cost of 5% of the total grant per industry standard.

Construction

FTCES is not requesting funding for any construction costs.

Other

FTCES is not requesting funding for any “other” costs.

Indirect Costs

FTCES is not requesting funds for indirect costs.