

U.S. Department of Education
Washington, D.C. 20202-5335



APPLICATION FOR GRANTS
UNDER THE

Charter Schools Program (CSP); Grants to Non-SEAs; Planning, Program Design, Implementation

CFDA # 84.282B

PR/Award # U282B160031

Grants.gov Tracking#: GRANT12011512

OMB No. , Expiration Date:

Closing Date: Oct 06, 2015

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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

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="10/06/2015"/>	4. Applicant Identifier: <input type="text"/>
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5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
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8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="TECH Freire Charter School"/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="473965219"/>	* c. Organizational DUNS: <input type="text" value="0799817020000"/>

d. Address:

* Street1: <input type="text" value="2027 Chestnut St"/>
Street2: <input type="text"/>
* City: <input type="text" value="Philadelphia"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="PA: Pennsylvania"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="19103-3301"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="Melanie"/>
Middle Name: <input type="text" value="Burke"/>	
* Last Name: <input type="text" value="Reiser"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Director of Operations and Compliance"/>

Organizational Affiliation: <input type="text" value="Build the Future Education Collaborative"/>

* Telephone Number: <input type="text" value="(215) 557-8555"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text"/>

Application for Federal Assistance SF-424

*** 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:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-082115-001

* Title:

CSP Grants to Non-SEA Eligible Applicants for Planning, Program Design, and Initial Implementation
CFDA Number 84.282B

13. Competition Identification Number:

84-282B2016-1

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

TECH Freire Charter School's CSP Implementation Grant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="500,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="1,534,294.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="2,034,294.00"/>

*** 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 in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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 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 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.

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 subagreements.
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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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. §§1271 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 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.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Melanie Reiser</p>	<p>TITLE</p> <p>Director of Operations and Compliance</p>
<p>APPLICANT ORGANIZATION</p> <p>TECH Freire Charter School</p>	<p>DATE SUBMITTED</p> <p>10/06/2015</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:

Prime SubAwardee

* Name:

* Street 1: Street 2:

* City: State: Zip:

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: <input type="text" value="U.S. Department of Education"/>	7. * Federal Program Name/Description: <input type="text" value="Charter Schools"/> CFDA Number, if applicable: <input type="text" value="84.282"/>
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8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>
--	--

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name Middle Name

* Last Name Suffix

* Street 1: Street 2:

* City: State: Zip:

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 the 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.

* Signature:

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

Title: Telephone No.: Date:

Federal Use Only: Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

PR/Award # U282B160031

NOTICE TO ALL APPLICANTS

OMB Number: 1894-0005
Expiration Date: 03/31/2017

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.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students.

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. Public reporting burden for this collection of information is estimated to average 1.5 hours 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. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

TECHFreireGEPACompliance.pdf

Add Attachment

Delete Attachment

View Attachment

**Opening TECH Freire Charter School
GEPA Section 427 Compliance**

TECH Freire Charter School proposes to maintain compliance with GEPA through the following provisions:

- 1) All written communication used to provide outreach to new staff and families will be available both in English and Spanish to accommodate the ELL population in Philadelphia. In addition, where applicants and/or current students need translation and interpretation services Freire will provide those.
- 2) All curriculum and instructional programs will be researched to determine that it has been scientifically researched and effective in an equitable manner for all students that TECH Freire serves.
- 3) All furniture, supplies, text books and curricular sources will be accessible for any and all students with disabilities.

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 an 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 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 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 TECH Freire Charter School	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Ms.	* First Name: Melanie Middle Name: Burke
* Last Name: Reiser	Suffix:
* Title: Director of Operations and Compliance	
* SIGNATURE: Melanie Reiser	* DATE: 10/06/2015

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:



TECH Freire

Charter High School

PROJECT ABSTRACT

TECH Freire Charter School is a recently-approved charter high school (grades 9-12) which will open in the 2016-2017 school year and ultimately serve 580 of the neediest students from the School District of Philadelphia, Pennsylvania. Our mission is to provide a college-preparatory learning experience specializing in computer science and entrepreneurship with a focus on real-world learning, critical thinking, and problem solving in an environment that emphasizes the values of community, teamwork, and nonviolence.

Philadelphia is the 8th largest region in the country for STEM employment opportunities, yet there are few options for Philadelphia's youth to learn the basic skills and education needed to work in these fields (www.us2020.org). Students of color face especially limited opportunities in the technology sector—only 4 percent of employed software developers in the United States are African-American, and only 5 percent are Latino (Bureau of Labor Statistics).

Philadelphia's original Freire Charter High School has a demonstrated track record of producing high academic results among low-income, urban student populations. 96% of the Class of 2015 enrolled in college and 88% of Freire graduates who enroll in college consistently return to college for their second year—a norm-defying college persistence rate that is a testament to students being well-prepared at Freire. Build the Future Education Collaborative recently spun off from the first Freire school as a new charter support organization (CSO). The new TECH Freire Charter High School will be led by seasoned administrators from the original school, supported by the experienced staff of the new CSO. TECH Freire will offer the rigorous liberal arts education of the original Freire Charter School, with the addition of education in computer programming and entrepreneurship, equipping students with the powerful tools they will need to thrive in the fast-paced and rewarding workplace of the future. TECH Freire will provide a safe, friendly, rich, rigorous, college-preparatory education for its students.

The TECH administrative team has experience ranging from daily charter school operations to community engagement, fundraising, fiscal and personnel management, curriculum and pedagogy, high-stakes accountability through standardized tests, use of data to drive decision making, special education, admissions, college placement, English Language Learners, leadership, school real estate, and more. The Build the Future Team also has experience with the Charter Schools Program, having successfully received a grant award for its school in Wilmington, DE which just opened for the 2015-16 school year.

We are seeking a grant of \$500,000 to support the implementation of our high quality charter school over 24 months, consistent with the overall goal of the Charter Schools Program to support the creation and development of high quality charter schools and the competitive preference of improving academic outcomes and learning environments for students with disabilities.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

To add more Project Narrative File attachments, please use the attachment buttons below.

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)



TECH Freire

Charter High School

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E. Additional Information	
i. Proof of non-profit status (Articles of Incorporation, Bylaws, IRS Form 1023)	
ii. Charter	
iii. Evidence of Submission to Chartering Authority	
iv. Excerpt of Contract with Build the Future Education Collaborative	

PROJECT NARRATIVE

TECH Freire Charter School is a recently-approved charter high school (grades 9-12) which will open in the 2016-2017 school year and will ultimately serve 580 of the neediest students from the School District of Philadelphia, Pennsylvania. Our mission is to provide a college-preparatory learning experience specializing in computer science and entrepreneurship with a focus on real-world learning, critical thinking, and problem solving in an environment that emphasizes the values of community, teamwork, and nonviolence. TECH Freire will add computer programming and entrepreneurship to the core liberal arts curriculum of Philadelphia's original Freire Charter High School, contributing to the goal of the Charter Schools Program to support the creation and development of high quality charter schools. Build the Future Education Collaborative, a new Charter Support Organization led by the first Freire's former Head of School of 16 years, is closely involved in the planning and implementation process, ensuring that TECH Freire will accomplish the same impressive results. The Build the Future Team has experience with the Charter Schools Program, having successfully received a grant award for its school in Wilmington, DE which just opened for the 2015-16 school year. We are seeking a grant of \$500,000 to support the implementation of our high quality charter school over 24 months.

ABSOLUTE PRIORITY

Supporting high-need students [students living in poverty]: projects that are designed to improve academic outcomes and learning environments for students who are living in poverty and are served by schools with high concentrations of students living in poverty.

TECH Freire Charter School will fully meet the absolute priority of supporting students living in poverty. As Freire schools have traditionally served some of the Philadelphia's neediest at-risk youth, so too will TECH Freire. TECH Freire's charter agreement with the School District

of Philadelphia specifies that TECH Freire shall have an admission preference for students living in the Strawberry Mansion High School catchment area in that 60% of the new students enrolling in any given year shall reside in the Strawberry Mansion catchment area before going to a city-wide enrollment lottery. Defining poverty as qualification for free and reduced lunch under the National School Lunch Program, Strawberry Mansion is a community eligible school in which the percentage of students with pre-determined eligibility due to participation in other programs like SNAP, TANF, foster care, etc. is 77%.

Freire is already in the business of serving students from the neediest urban neighborhoods, as the student body at the original school Freire Charter School in Philadelphia is 98% students of color, 84% low income, and 20% special education. Approximately 75% of Freire students enter our doors 4-5 years below grade level in reading and math, and we anticipate TECH Freire will have a highly similar student population. As a school and as a community, we are committed to reversing the dismal academic performance statistics for low-income and minority students in Philadelphia. While the economic and social challenges facing these students can be serious, we believe that TECH Freire will offer hope to parents and families seeking free, high-quality, public education. The best way to explain how TECH Freire will meet the needs of the targeted student population is through the results of our high school students at the existing Freire Charter School in Philadelphia. Freire Charter High School has a seventeen-year record of success in closing the achievement gap and preparing the city's urban students for college. The four-year graduation rate is approximately 85%, compared to an average of just 47% in Philadelphia neighborhood public schools. Similarly, 96% of the class of 2015 enrolled in college, as opposed to 47% from neighborhood schools. And approximately 88% of Freire graduates who enroll in college return for their sophomore year, according to the National Student Clearinghouse (NSC). Additionally,

on the high stakes standardized tests, Freire's high school greatly outperforms the District, with 75% of its students scoring at or above proficiency on the Algebra Keystone (compared to a 38% District average, and 10% Strawberry Mansion average) and 77% of its students scoring at or above proficiency on the Literature Keystone (compared to a 49% District average, and 9% Strawberry Mansion average). Finally, in winter 2015, Freire Charter School received a federal accountability designation of "Reward: High Progress." This means that we scored in the highest 5% of Title I schools in Pennsylvania based on progress in closing the achievement gap in mathematics and reading and we met all Annual Measurable Objectives (which include test participation, graduation rate, closing the achievement gap for all students, and closing the achievement gap for historically underperforming students).

TECH Freire Charter School will build upon the school model proven successful at the original Freire campus, with the addition of computer science and entrepreneurship threads. This strategy will ensure that we accomplish our mission as a college preparatory program and serve the needs of the community and our student population.

COMPETITIVE PREFERENCE PRIORITIES

Competitive Preference Priority 1: Improving academic outcomes and learning environments for students served by Rural Local Educational Agencies, students with disabilities, and English learners.

TECH Freire Charter School is committed to improving achievement and the graduation rate for students with disabilities, who are expected to comprise a substantial part of our student body at approximately 17-20%. This figure is based on District average (17%), the original Freire Charter School's success in exceeding this average with 20% special education students in the high school, and the high special education population in the Strawberry Mansion catchment area

(nearly 35%). While we will take all necessary steps to accommodate English learners in the most inclusive manner possible, we anticipate a very low percentage of ELL students based on our assigned catchment area. The school will not serve rural students.

As the existing Freire school has always done, we will address the needs of our special education population (anticipated at 17-20%) in an inclusive manner. Where educationally possible, students with disabilities are mainstreamed into regular education classrooms with tailored educational supports. And, learning disabled or not, all students are taught by teachers who have spent hours in professional development crafting the teaching skill of differentiated instruction. Each grade is also assigned an academic advisor and a college counselor who convey the same message to *all* students—college is an option for every Freire student. At Freire, the message is not *if* one will go to college but, rather, *which* college a student will attend and that they will stay in college through to graduation. In working with students targeted with disabilities, the original Freire Charter School has had outstanding results. In 2014-15, 9 special education students graduated, and 100% of those students have indicated plans for post-secondary study or training. 89% plan to attend college in the fall and 11% are entering work training programs.

Competitive Preference Priority 2: Improving academic outcomes and learning environments for students who are federally recognized Indian Tribes.

TECH Freire welcomes children from federally recognized Indian tribes but is not actively designing programming to address the needs of such students, as there are no federally recognized tribes located in Pennsylvania.

Competitive Preference Priority 3: Improving Early Learning and Development Outcomes.

Since TECH Freire will serve only grades 9-12, we will not be able to address this priority.

SELECTION CRITERIA

Selection Criterion 1: Quality of proposed curriculum and instructional practices

TECH Freire will offer the core liberal arts of the original Freire Charter High School while at the same time adding in threads of computer programming and entrepreneurship. TECH Freire will provide students with the skills and college preparatory education needed to participate in the fast-growing and rewarding workplace of the future—with work based in science, technology, engineering, and mathematics. This is important work. Philadelphia is the 8th largest region in the country for STEM employment opportunities, yet there are few options for Philadelphia’s youth to learn the basic skills and education needed to work in these fields (www.us2020.org). Minorities—the students we will serve—are especially underrepresented in the technology sector, given that only 4% of employed software developers in the United States are African-American, and that only 5% are Latino (Bureau of Labor Statistics).

Academic Environment:

TECH Freire will provide, as the existing Freire schools do, a safe, friendly, joyous, rich, rigorous, college prep education for its students. Our model is built around high academic expectations, clearly-delineated instructional and cultural principles, a strict nonviolence policy, a data-driven cycle of instruction, an emphasis on student voice, and a focus on computer science and entrepreneurship. We embody the philosophy of Paulo Freire, meaning that we meet our students where they are, providing intensive skill remediation and intervention as needed, make instruction active and engaging, and help students persevere through and “own” challenging coursework. Our curriculum is designed to reflect depth, programmatic coherence, and continuity, while fostering critical thinking and integration of reading, writing, numeracy, research skills, computer science, and entrepreneurship.

In traditional schooling, students are passive recipients of knowledge. Paulo Freire believed that in order to learn, students needed to be “in dialogue” with knowledge. At TECH Freire, we will reinvent and update Paulo Freire’s notion of dialogic learning for 21st century adolescents. Our approach teaches initially disenfranchised, passive students to seek and value alternate perspectives, take responsibility for their learning, speak up in passionate yet appropriate ways, and use education to propel themselves into productive and thoughtful citizens.

- **A college prep culture.** Freire teachers build engaging, rigorous curricula around a set of clear instructional and cultural principles, so that every class is demanding, meaningful, and student-centered.
- **High academic expectations.** We regard the 9th grade year as a kind of academic support program, a year when students get the intensive support and remediation they will need to be successful in high school. Our core academic courses are designed to help students catch up and to push them forward, simultaneously. All courses are mapped to the rigorous Pennsylvania, Common Core, and Next Generation standards. In order to ensure that all students are prepared for college, TECH Freire will provide a highly structured, prescribed curriculum for its students. This curriculum includes four years of English, math, science, social studies, and computer science, plus at least three years of Spanish.
- **Strict nonviolence policy.** Along with other features of our Code of Conduct, our nonviolence policy establishes the school’s academic focus and frees students to focus on learning. Nonviolence also infuses our curriculum, Peer Mediation program, and annual student-led consciousness-raising workshops.
- **An emphasis on student voice.** Classrooms are student-centered, with daily opportunities for discussion and group work. There is an active student government, student

representatives attend board meetings, and students accompany their parents to parent-teacher conferences. Students run Academic Exhibition Nights and Senior Project presentations. We trust our students and they respond by acting respectfully.

- **Data-driven cycle of instruction.** Evidence from state tests, interim benchmarks, course midterms and finals, and ACT/ASPIRE are at the center of our professional development and instructional decisions. Freire teachers are thoughtful, resourceful, dynamic professionals who use data to shape their practice by identifying and emphasizing core knowledge and skills, collecting data as they monitor and assess student mastery, and then analyzing this data to enable lesson adjustments and targeted re-teaching.

Instructional Principles:

TECH Freire’s vision of teaching and learning is both demanding and rewarding. Students gain the power to build the future by taking responsibility for their own learning, while teachers do everything and anything they can to help Freire students excel and achieve—by creating standards-based lessons and implementing them with the following core principles in mind:

- Instruction begins with clear learning targets.
- Instruction is active and engaging.
- Instruction includes a gradual release of responsibility for students.
- Instruction is organized to give teachers frequent and varied evidence of student learning.
- Instruction is a cycle.
- Curriculum: Less is more: We value depth rather than breadth.
- Freire is a community of learners.

Curriculum:

Freire’s curriculum works together as a whole to teach and mutually reinforce core literacy and numeracy skills, critical thinking, and research. Our course sequences are coherent and efficient. They are designed to build on one another “vertically” from grades 9-12, and also to reinforce one another “horizontally. For example, students use the research skills they learn in 9th grade Social Studies in 9th grade English. This way teachers do not waste time teaching what has already been taught and, instead, can build on and deepen students’ understanding over their years at Freire. Our curriculum aligns to our assessments, pedagogy and curricular tools, all critical for student academic success (Calkins, Ehrenworth and Lehman, 2012).

Our academic curriculum consists of the following core subjects: Math, English, Science, and Social Studies, supplemented with a uniquely developed, standards-aligned, program in computer science and entrepreneurship. Other subjects at TECH Freire are physical education, health, and Spanish. Qualities common to all courses are: alignment with Common Core and/or Pennsylvania Content Standards or Next Generation Science Standards; carefully-sequenced units of instruction balancing critical thinking and meaningful skill acquisition and practice; and varied and rigorous formative and summative assessment. TECH Freire’s program is unique in its simultaneous focus on rigorous academic preparation for college, attention to student voice and critical thinking, and emphasis on computer science and entrepreneurship. Our curriculum highlights special features in each subject area:

- **English:** In English, intensive, grade-level reading is paramount. Planned curricula are starting points for teachers to use to build compelling themes and essential questions in English classes. These frameworks identify the skills students must gain and the outcomes they must produce at each grade level in order to move to the next level. Teachers select

both grade-level and approaching-level thematically-linked texts so students can practice close reading, vocabulary work, and responding to text-dependent questions. In all English courses across all grades, instruction focuses on similar but grade-appropriate key skills and standards at the same times of year, so teachers can share best practices and resources. Students read in a variety of genres, and practice vocabulary and conventions in all English classes. Our students will use Sadlier-Oxford curricular materials for writing and vocabulary, and read novels that correspond to the topics that they are studying in history at their particular grade level.

- **Mathematics:** In Mathematics, our students' skills tend to vary widely, depending on their previous experiences. As a college preparatory school, our goal is to give students the strong math background they need to be able to succeed in college STEM courses. Our first job is often “filling in the blanks” for students who have not been able to learn, retain, or integrate basic math concepts, beginning with number sense. Students with weak math skills may take Intensive Math in 9th grade, to shore up the foundational skills prioritized by the PA Standards. Students take this course concurrently with Algebra 1. Math instruction at Freire is designed to pull students forward, through equal time spent on procedural knowledge, conceptual understanding, and problem-solving. We follow a traditional path, offering courses in Algebra I, Geometry, Algebra II, Pre-Calculus, and Calculus. In 11th grade, students who have passed the Algebra I Keystone will take Algebra II with an entrepreneurship and mobile app development class. Those who have not passed the Algebra I Keystone will take double Math–Algebra II with a Math Analysis and Data Analysis through Computing class that will help them to pass the Algebra I

Keystone. Students in 12th grade take either Pre-Calculus or AP Calculus AB. Our current plan is to use the Glencoe Math series for our entire Math curriculum.

- **Science:** Our Science curriculum is based firmly in the PA Science, Technology and Engineering Standards and the Environment and Ecology Standards, with some elements of the new Next Generation Science Standards. Freire’s science curriculum places the PA Academic Standards and Anchors at the center of each grade’s program, from 9th to 12th grade, with an additional focus on the new Next Generation Science Standards that were designed to prepare students for the challenge of participating in a world-wide science community. Our program primarily utilizes Pearson Prentice Hall’s Science series. The science curriculum not only prepares our students to pass the Keystones and to master the PA Science Standards, but also is integrated with the Common Core State Standards in English and Math. It focuses on key disciplinary core ideas, provides performance targets for knowledge and science practice, and takes a multi-year approach to development of science knowledge and skills. Hands on, “real world”-type laboratory work is a primary teaching and learning mode in each of our science courses. Our students begin in 9th grade with Physical Sciences, with an emphasis on blending science with technology study and engineering. In 10th grade, students study Biology I, preparing for the Biology Keystone test that will be given at the end of the year. In 11th grade, our students study Biology II/Advanced Biology or AP Biology (depending on their performance level), which prepares them for college-level science study. In 12th grade, our students study Chemistry, including a large number of laboratory projects that provide opportunities for more advanced students to engage at a deeper level.

- **Social Studies:** TECH Freire’s Social Studies curriculum brings history to life for our students, providing a vast number of topics and activities that allow our students to study all of the major branches of social studies—history, economics, geography, civics, and government. The Social Studies program maintains a consistent focus on reading, writing, and research using primary and secondary sources, which is consistent with the Keystone Assessments in English and History, the PA Standards, and the Common Core Standards. Social Studies at TECH Freire will be interactive, involving the Internet and computer technology to access and work with materials. We will begin most courses with TCI’s History Alive texts and online instructional program. All Social Studies courses, grades 9-11, prepare students for their 12th grade Entrepreneurship (Economics) course and their Senior Project, both of which were specially designed for TECH Freire. These call on students to use the critical thinking skills, understanding of humanities, and critical voices they have developed in previous courses. Entrepreneurship is run like a college seminar, with students taking ownership of topics and leading discussions based on their reading and planning. Major themes in economics form the basis of students’ studies, using materials from the Network for Teaching Entrepreneurship (NFTE) and online Economics resources, such as the “The Math You Need When You Need It” online introductory economics website developed with support from the National Science Foundation (<http://serc.carleton.edu/mathyouneedecon/index.html>).
- **Computer Science:** A central focus of TECH Freire, as the name suggests, is our emphasis on developing a deep understanding of and proficiency in computer technologies, particularly Web design and application development. The courses are designed to provide a well-rounded experience in technology, providing opportunities to master all 6 areas of

the National Educational Technology Standards: Creativity and Innovation; Communication and Collaboration; Research and Information Fluency; Critical Thinking, Problem Solving, and Decision Making; Digital Citizenship; and Technology Operations and Concepts. In 9th grade, all students take Computer Science Foundations 1. The goal of Computer Science Foundations 1 is to develop in students the computational practices of algorithm development, problem solving, and programming within the context of problems that are relevant to the lives of today's students. Students will also be introduced to topics such as interface design, limits of computers, and societal and ethical issues. In 10th grade, all students take Computer Science Foundations 2. Computer Science 2 engages students in socially-relevant, project-based learning activities designed to foster computational thinking on the fundamentals of the Computer Science framework of: Creativity, Abstraction, Data, Algorithms, Programming, Internet, and Impact. By the end of the course, students will also engage in a technology and entrepreneurship project where they will apply the knowledge they have learned over the previous two years to creating a prototype of a technological solution to a major contemporary issue. In 11th grade, students who have already passed the Algebra I Keystone exam will take Entrepreneurship through Web Design and Mobile App Development, while students who have not yet passed the Algebra I Keystone exam will take Data Analysis through Computing. The first course focuses on applying higher level math and advanced computing to build mobile apps and web solutions, using app development and web design tools. The alternative course focuses on problem solving using math and computing, so that students continue to practice the foundations of Algebra, while devoting about half of their time to developing their skills in problem solving and mobile app development with computers and tablets. The senior

course is in AP Computer Science, with an emphasis on developing mobile apps and web designs that can be marketed through an entrepreneurial framework. This course complements the Senior Project, which involves both technology and entrepreneurship. Students can work on their Senior Projects in the framework of developing college-level understanding of computer science and technology.

- **Senior Project:** The Senior Project is a research project that is independently driven and culminates in a project presented individually or in small groups. Students choose and develop entrepreneurial topics involving some aspect of technology, with the guidance of their project advisor. Topics might include: developing a portable 3-Dimensional printer that runs on solar power, creating an online program that governments could purchase to teach public health topics, or creating an app that allows people to find exercise partners at their exercise levels to work out with when they travel. As they conduct their research and develop their marketable products, students will identify a problem that they want to tackle, examine how that problem has developed or been handled throughout history, and explore the ways in which their proposed solutions may or may not lead to positive and negative changes in society or the culture they are targeting. Outcomes for the senior project include a formal proposal of a student-selected topic, a formal presentation of entrepreneurship and/or technology project ideas, a 10-page original research paper with standard citation requirements, and a final formal presentation. This work is truly a summative capstone of the journey TECH Freire students will take, from the demanding but scaffolded instruction of 9th grade to the college-ready independent study of an issue or topic responsible for bringing about change in society, or through which students hope to change the world, and in so doing, themselves.

Selection Criterion 2: The extent to which the proposed project will assist educationally disadvantaged students and other students in meeting State academic content standards and State student academic achievement standards

We are expecting to serve primarily students considered at risk of academic failure—impoverished urban minority students who have struggled to meet the state’s rigorous academic standards before coming to TECH Freire. In the 2015 Keystone Exams (Pennsylvania’s high-stakes end-of-course assessments of proficiency in three subjects and a statewide graduation requirement, which students typically take for the first time in 9th or 10th grade), Freire’s high school greatly outperformed the District, with 75% of its students scoring at or above proficiency on the Algebra Keystone (compared to a 38% District average) and 77% of its students scoring at or above proficiency on the Literature Keystone (compared to a 49% District average).

Furthermore, as we have learned in conversations with urban eighth graders, teens similar in socio-economic status to our future students do not view themselves as college-bound, or as future professionals. Our students’ academic success in college is one of our key performance indicators from year to year. 96% of the class of 2015 enrolled in college, and approximately 88% of Freire graduates who enroll in college return for their sophomore year, according to the National Student Clearinghouse (NSC). Finally, we know from experience at our existing school in Philadelphia that approximately 75% students enter 4-5 years behind in reading and math, but by the end of their first year, 86% of those students will catch up. Our paramount goal is to help these students learn, achieve, and transform their senses of themselves and of their futures—to raise their expectations about what they can be, in school and beyond.

Instructional Design

The ways in which we achieve these impressive outcomes is through our instructional design is detailed below.

1. Instruction that is focused, efficient, and active

Freire classroom instruction relies on rigor, relevance, and relationships. There are few lectures and fewer worksheets and teachers provide models and gradual release of responsibility to the students. This kind of instruction is effective with urban students (National Research Council, 2003) because it increases students' senses of autonomy, competence and meaning—the feelings inherent in having the power to build the future. These feelings, in turn, motivate the student, and work as a catalyst for developing adaptive, constructive learning (Seifert, 2004).

What does this look like in the classroom? Teachers start by planning standards-aligned lessons with objectives that are measurable, manageable, and meaningful. To support student learning, teachers anticipate the kinds of scaffolds they will need, and provide models and support in every lesson. Lessons center around active learning: students ask questions and construct meaning in groups and with partners, and practice new understandings in individual work. Teachers use a variety of assessments—performance-based as well as traditional tests—and then use assessment data to re-teach and determine needs for individual intervention.

2. Academic support structures and programs incorporated into every part of the school day

To be able to get into and succeed in college, most of our students will need extra help along the way. Instead of regarding extra help as an add-on, our instructional program builds support into every aspect and part of the school day. There is no stigma attached to getting extra help after school, or to asking a teacher who is introducing a new concept in class to “break it down.” There will be a Writing Center, a Math Center, and a Science Center, where students can

go to get extra help with class work, homework, papers, and college applications after school. Also, each grade has an Academic Advisor, whose job is to make sure that students do not fall through the cracks. Academic Advisors help prevent academic failure by linking students to the academic supports in place at school and by enlisting whatever parental support they can. They form close relationships with students and earn their trust as advocates and confidants. They also support students by celebrating academic success.

We also regard the 9th grade year as a kind of academic support year when students get the intensive support and remediation they will need to be successful in high school. Ninth graders' school day extends beyond 3:00, for an extra period of skill support, academic exploration, and/or extracurricular activities. Before 9th grade students start classes in the fall, their reading levels are assessed with the kinds of reading evaluations usually reserved for elementary schools (i.e., Running Records), so that they can be given appropriate targeted support and scheduled for two classes in Reading and Language Arts, if needed. Incoming 9th graders who exhibit math needs are also scheduled for "double Math." Through this intensive academic support, students become accustomed to the academic and emotional demands of our college-prep high school.

3. Emotional support and structures that serve the whole child

Freire balances high academic expectations and the social-emotional needs of the whole child. In addition to the Academic Advisors identified above, who help students with both academic and emotional issues, we also have a Family Therapist and a full complement of counselors to provide in-school counseling. Our Peer Mediation program helps students gain maturity and perspective, and our teachers hold weekly team meetings where they share concerns about the students they teach, trading information and suggestions for helping each child succeed. These programs make it possible for us to expect so much from our students. We know them, and

they know we care about them. We never forget that while it is our job to push a child to achieve academically, our students also need guidance from and referrals to other professionals who can help them negotiate unstable or unsafe home situations.

In class, we teach the whole child by providing a variety of structures to meet a wide range of student skill levels. Our teachers create lessons that help students to think and see more than one right answer, encouraging them to speak out and learn from their mistakes. Our students become able not only to succeed on tests, but also to develop the kind of perseverance and grit (Duckworth et. al., 2007) that will allow them to become critical thinkers who see situations from multiple perspectives, and to persevere in college and beyond.

4. Effective use of data taken from a variety of sources

Student learning is served when teachers gain insight into student understanding via multiple sources: in-class checks for understanding (“Do Nows,” exit slips, etc.), projects and performance tasks, diagnostics, quizzes and traditional summative classroom tests (Wiggins, 1998; Fisher and Frey, 2007). Freire teachers use all these sources, including state Keystone exams. These tests help us help students meet high expectations because we regard them as learning tools, not final judgments. In keeping with our mission, this view of testing compels us to treat grades not as an opportunity for subjective teacher judgment, but instead as snapshots of skill mastery and growth. Teachers learn to work with data in professional development sessions so they can focus and tailor instruction to meet the needs of their students. Students learn to work with their own performance data in class, as a way to gain a sense of agency and responsibility.

5. Regard for teachers as professionals empowered to create Common Core-aligned instruction.

We believe students are most successful when their teachers are empowered and trained to create responsive, challenging instruction. Our teachers begin with content-area course

expectations defined vertically across grade levels, and also grade-level expectations defined across content areas. They then work in teams to align their curriculum to standards. Although some courses specify textbooks or other curricular tools and programs, we regard these as starting points and resources, not as prescriptions. Our teachers are expected to design instruction that follows students' needs, not to "cover" material. That said, we are also aware of the need to bring our students from where they are to where they need to be, and our teachers keep a relentless focus on moving students up to—and beyond—grade level.

How can teachers do this? Answers and insights are often across the hall, in other classrooms. Freire teachers are hard-working and collegial. They inspire and challenge one another. We have an open-door policy and have a set observation schedule which has teachers observing a variety of colleagues, to ensure that no one teaches in a vacuum and that best practices are shared. Teachers are encouraged to seek professional growth inside and outside of school, and expected to develop their practice over time. We are all lifelong learners. The end result is the alignment of curriculum, pedagogy, supports, and assessment materials with the Common Core.

6. Classroom practices and organization to facilitate learning and safety

Freire classes are joyous, intentional, safe environments where it is okay to be smart, okay to make mistakes, okay to ask questions, and where everyone learns. Classes are 55 minutes, and making this time effective is our priority; what matters most in terms of student learning is how time is spent (Joyner and Molina, 2012). Each class serves articulated, clear, measurable, manageable, and meaningful objectives and begins with a bell-ringer or "Do Now" activity. Lessons progress along the gradual release of responsibility model ("I do—We do—You do"), and end in a check for understanding or clear measurement of whether the day's learning objectives have been met. Additionally, teachers establish rules and procedures to maximize student learning;

although there is some variety from teacher to teacher, all Freire instructors embrace a common set of foundational classroom rules around respect, dialogue, and time-on-task. The Freire principles of teaching and learning and culture serve as guideposts. Student focus and discipline concerns are greatly minimized because of the Code of Conduct. This does not eliminate the need for effective classroom management, but it does establish the expectation that hard work and learning happen in class every day.

7. Instruction integrates technology as a tool

We use technology to facilitate and inspire student learning at Freire in a number of ways. Daily, teachers use interactive whiteboards to make presentations, access carefully-chosen learning sites and activities for the class, and involve students in active learning. Students use a computer lab and laptops to research, write, and use carefully-selected instructional software and applications for learning. Many courses, such as the Senior Project, have signature tech-based outcomes which call on students to create PowerPoints for original presentations. Other courses “flip the classroom,” calling on students to learn independently, or create digital portfolios, or access class wikis. Students create original works as a means of personal or group expression in some courses. In still others, they use digital media and environments to communicate and work collaboratively in group projects. In all the Internet research they conduct, students learn how to search, evaluate, select, and cite information sources—a critical 21st century skill. Using technology in these ways helps to bring our curriculum to life.

Special Education Students and Compliance with IDEA

TECH Freire Charter School will serve all children with disabilities and will comply with all regulatory special education requirements of IDEA, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and any other civil rights enforced by the US

Department of Education Office of Civil Rights. We will ensure that all students with disabilities receive a Free and Appropriate Public Education. We will work in tandem with local education agencies (LEAs), outside resources, and linkages as well as provide any and all supports necessary to help each child with a disability succeed educationally. Further, TECH Freire will expend the funds necessary to do so and maintain effort and expenditures as required under sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Act. We will not select students in any way other than through our lottery and will never use a student's disability as a deterrent for enrollment.

Identification of Special Education Students

Students at TECH Freire will be evaluated following procedures in accordance with federal IDEA legislation and PA State Code for educating students with special needs. Our school will provide training and a student support team to identify students in need of educational interventions, including students with special education needs, students far behind their grade level academically, and students with language differences, and provide them with the Least Restrictive Environment possible and integrated with non-disabled peers, based on current legal requirements and Basic Education Circulars (IDEA and PA Code Chapter 14).

If a teacher, administrator, or parent has a reason to believe, based on student performance, medical information or other evidence, that a student might have a disability that might require accommodations in their education, the school will make every attempt to obtain consent from a parent or legal guardian to evaluate that student. If parental consent is not obtained, the official special education evaluation will not be held. However, the school will still make all available accommodations to ensure that the student is receiving a Free and Appropriate Public Education (FAPE), and that student will continue to be part of the Response to Intervention program, which can provide additional academic support. Within 45-90 calendar days, whichever is less, of

receiving written parental consent, the initial evaluation shall be conducted and the child's eligibility for special education and related services must be determined at a meeting convened for that purpose. The initial evaluation shall consist of procedures to determine if the child has a disability as defined in PA Code 22 Chapter 14. A Special Education Team will be convened to conduct any necessary evaluation of the student and to develop an IEP for that student if it is warranted based on the available evidence.

TECH Freire expects that approximately 17-20% of our students will be students with cognitive, physical, and/or emotional disabilities. We expect that several students will enter the school with Individual Education Plans, and several students will need to be identified by their teachers, the school's Special Education Team, the special education teacher assigned to a particular grade, their parent or guardian, or a grade-level advisor. Students identified as having a disability will be provided an Individual Education Plan that will be reviewed regularly and implemented according to the recommendations of the IEP Team members.

ELL Students:

Identification of ELL Students:

A Pennsylvania-certified ESL teacher will oversee the identification, planning, English instruction, and accommodation in testing and in regular classrooms of English Language Learner students at TECH Freire. We will follow the US Department of Education's guidelines for the 6 steps of ELL student service: (1) School enrollment; (2) Identification of students possibly needing accommodations, beginning with the Home Language Survey; (3) Provision of ACCESS test to determine English Language Learning needs; (4) Provision of ELL services in and outside of regular classrooms; (5) Reassessment and transition out of ELL services; and (6) Monitoring of participation in the regular academic program and success relative to the curriculum. Upon

enrolling in the school, students will be given a home language survey inquiring which language is spoken at home. If the language spoken at home is anything other than English, students are then provided with a screening exam—the WIDA Access Placement Test or (WAPT). The WAPT is provided by the state of Pennsylvania and its purpose is to identify students who may be candidates for English as a second language (ESL) and/or bilingual services. The WAPT will also determine the academic English language proficiency level of students new to a school or to the U.S. school system in order to determine appropriate levels and amounts of instructional services required. Based on the scores on the WAPT, students will be placed into the appropriate English learning level. Students will be assigned to one of 6 levels, which correspond to levels identified in ACCESS English proficiency exam results.

Instructional and Cultural Awareness Program for ELL Students

Our plan for English learners is that, in all content classes, the student will meet with their teacher and an ESL staff member to address the goals that the student must achieve in order to receive a passing grade in that class. The student will also receive additional ESL instruction. The frequency of these instructional lessons, as well as the standards that must be met, depend on the student's level of proficiency. ELL classes will be part of the daily schedule and will be thoughtfully planned from the administrative level so that students are not moved from other content classes to receive instruction for English language acquisition. ESL instruction will be delivered via curriculum aligned with Pennsylvania's Reading, Writing, Speaking, and Listening Standards, and the PA ELPS for ELLs. Through our rigorous program of supplementary language instruction and cultural awareness, we will ensure that students receive the best possible preparation to meet ESL exit requirements while simultaneously participating in the school's rigorous and highly successful college preparatory program.

Selection Criterion 3: The quality of the strategy for assessing achievement of the charter school's objectives

TECH Freire's founding team has developed a set of goals and targets for the school as a whole, based on the most significant summative data that is available. The first category includes academic achievement and growth goals based on the Commonwealth's Keystone Assessment. The second category, which includes graduation rates and ACT performance, relates to post-secondary readiness. The third category deals with state and local accountability systems.

- **Student Growth:** Based on prior experience opening and operating a school, we expect that students at TECH Freire will enter school several years behind grade level. Therefore, the founding team has prioritized student growth for the first two years of school operation. The growth data, as well as other data that will be collected, will help teachers and school leaders continuously tweak the curricula, academic supports, interventions, staffing models, and pedagogy. By the end of year 4, we expect to move from meeting the standard for PA Academic Growth to beginning to exceed it.
- **College Readiness:** In year four, our first cohort of freshmen will reach their senior year and, therefore, goals around the 4-year cohort graduation rate, ACT performance, and overall school performance as measured by the Commonwealth of Pennsylvania (via the School Performance Profile) and the District Charter Office (via the School Performance Record) have been set.
- **State and Local Accountability Systems:** Starting in year three, when the first freshman class reaches 11th grade, TECH Freire will work towards academic proficiency goals based on the Keystone Exams. In each successive year, we expect to increase the percentage of

11th graders who score proficient or advanced. By year four, we also set a goal for performance relative to the city-wide average.

So, while our performance goals will extend beyond the tenure of this grant project, we think it is important to state them to demonstrate the intended trajectory of our school.

School Goals

Student growth/PVAAS	<ul style="list-style-type: none"> • Will meet the standard for PA Academic Growth in at least one subject (2016-17) • We will meet the standard for PA Academic Growth in at least two subjects (2017-18) • We will meet the standard for PA Academic Growth in at least three subjects (2018-19) • We will exceed the PA standard for growth in at least one subject (2019-20)
Student achievement overall	<ul style="list-style-type: none"> • At least 60% of 11th grade students will score proficient or advanced on Keystone Assessment (Algebra, Literature, and Biology) (2018-19) • At least 70% of 11th grade students will score proficient or advance on Keystone Assessment (Algebra, Literature, and Biology) (2019-20)
Student achievement compared to citywide average	<ul style="list-style-type: none"> • School’s average proficiency rate for 11th graders on Keystone assessments will exceed the city wide average (2019-20)
Graduation Rate	<ul style="list-style-type: none"> • 4-year cohort graduation rate of 70% or higher (2019-20)
ACT Performance	<ul style="list-style-type: none"> • 20% of graduates will score a max composite ACT score of 22 or higher (2019-20)
SPP score (PA System)	<ul style="list-style-type: none"> • 75 or higher (2019-20)
SPR score (Philadelphia System)	<ul style="list-style-type: none"> • 50 or higher (2019-20)
College Enrollment	<ul style="list-style-type: none"> • 70% of graduates will enroll in college within 1 year of graduating TECH Freire (2019-20)

College Persistence	<ul style="list-style-type: none"> 75% of graduates who enroll in college will persist to their second year. (2020-21)
Tech/entrepreneurship	<ul style="list-style-type: none"> 100% of graduates will demonstrate proficiency on the year-long Senior Technology and Entrepreneurship Project (2018-19; 2019-20)

Like all Freire schools, TECH Freire will be constantly engaged in analysis of student data to ensure that each student is meeting their academic potential. Student data is a powerful tool in the instructional cycle and provides valuable insights to instructional staff and school leaders throughout the school year. TECH Freire will use a variety of measurement and evaluation tools in order to assess the academic progress of individual students, student cohorts, and the school as a whole. A chart displaying these assessments and evaluation tools, and how and when they will be used is included below:

	During Year	End of Year	Term of Charter Agreement
Individual Students	Benchmark assessments (results); ACT/ASPIRE; Quarterly grades	Keystone Assessments (Results); ACT/ASPIRE; Final grades	Charter contract goals
Cohorts	Benchmark Assessments (growth); ACT/ASPIRE; Quarterly grades	Keystone Assessments (growth); ACT/ASPIRE; Final grades	Charter contract goals
School	Benchmark Assessments (results and growth); ACT/ASPIRE; Quarterly grades	Keystone Assessments (results and growth); ACT/ASPIRE; Final grades	Charter Contract goals

Project and Organizational Goals

While our academic and college-readiness goals as expressed above are central to our mission and embedded in our charter contract, it is also important for us to develop project implementation goals for the two years of the CSP Grant, which will also help us to ensure organizational compliance. Below are the goals for the two years of this grant.

Project Implementation Goals			
Student Enrollment	Meet the maximum enrollment allowable under the charter each year:		
	2016-2017: 300 Students in grades 9-10	2017-2018: 450 Students in grades 9-11	2018-2019: 580 students (full enrollment, after grant period ends)
	Student Retention: At each year end, 80% of students will return to TECH Freire in the fall		
Staffing	Leadership Team: The Head of School, Head of Academics, and Head of Academic Supports have already been hired. The Head of Academic Affairs will be hired by the end of the 2016-2017 school year to start during 2017-2018.		
	General Education Teachers: 100% of teachers for the 2016-17 year will be hired by July 2016. 100% of teachers for the 2017-2018 year will be hired by July 2017. 75% of teachers will be certified and 100% of core content teachers will be HQT.		

Operations Goals	
School Facilities	7/1/2016: Certificate of Occupancy obtained. 8/15/16: School facilities will be equipped with all necessary supplies and materials for the beginning of the school year
Avg. Daily Attendance	85% in 2016-17 and 87% in 2017-18.
Accounting Principles	100% Compliance with all required accounting principles. No findings on independent audit (clean audit).
Financial Standards	Ratio of current assets to current liabilities (greater than or equal to) 1.0 in 2016-17 and 1.3 in 2017-18. Debt service coverage ratio greater than 1.2 in all years.
Stakeholder Goals	
Student Satisfaction	Student perceptions of satisfaction (percent agree) on annual survey to statement such as “This school has high expectations for me” will be 75% in 2016-17 and 77% in 2018-19.
Parent Satisfaction	Parents’ overall satisfaction on survey (percent agree) to statement such as “This school has high standards and expectations for students” will be 90% in both 2016-17 and 2017-18.
Teacher Satisfaction	Teacher satisfaction (average score on a survey scale 1-5) will be 3.75 in 2016-17 and 3.8 in 2017-18.

Through its CSO, TECH Freire Charter School will have access to an individual expert in performance evaluation (Leigh Botwinik) and an individual expert in grant compliance and reporting (Melanie Reiser). Their resumes are attached to this application under project personnel.

Together, these two individuals will ensure that the school is compliant with the annual and final performance reporting requirements of this grant program.

Selection Criterion 4: The extent of community support and parental and community involvement.

We believe that community and parent involvement and critical to providing the best possible educational environment for our students. As we continue the important process of planning for TECH Freire, we will continue to involve stakeholder voice in our decision-making process. For example, we intend to hold school design charrettes in key communities around the city, which will provide an opportunity for parents and community members to play an active role in offering feedback on important issues such as school operations, safety, transportation, and facilities. In addition, the Head of School will create opportunities for our parents to learn of our plans as they develop and to contribute meaningfully to the planning process. Once the school is in operation, governance will continue to be driven by a combination of parents, board and community members, staff, and students. Their voices are always sought and heard by school leadership and the governing board.

Extent of Community Support

TECH Freire has already begun an extensive, scaffolded community outreach campaign, including outreach with our university neighbor Temple University, with the first stage being a broad get-the-word-out campaign and cultivation of support from Freire's wide network of existing community partners. The overwhelming degree of community support was a key factor in securing a charter for TECH Freire. In just a short month of initial grassroots activities conducted in preparation for filing our charter application, 1,399 individuals signed a petition supporting the new school, 56 students completed non-binding intent to enroll forms, and over 20

prominent individuals and entities wrote letters of support. These included major business donors, numerous extracurricular programming partners, education departments at three major universities, technology-focused organizations, and respected community leaders.

Darren Spielman of the Philadelphia Education Fund wrote in support of our application, “If the School Reform Commission is going to invest dollars in new charter schools, they should invest them in schools that work. From all our observations and interactions, Freire fits the bill. We view Freire as an exemplary educational institution.” The fact that TECH Freire was able to obtain approval speaks volumes to this abundant community need. Lee C. Bassett, a University of Pennsylvania engineering professor, wrote, “As a researcher in science and engineering, I am keenly aware of the growing need for students trained in STEM disciplines. A large part of the problem is the underrepresentation of minority groups ... where a vast amount of potential talent is currently ignored. We need to reach these students early so they can learn more about STEM fields, identify their own talents, and recognize potential career paths.”

We look forward to continuing to build an even more impressive and extensive level of grassroots community support as we continue the planning and implementation process for TECH Freire. A summary of some of our key extracurricular partner organizations is provided below.

Name of Partner	Nature of Service for Parent/Student
After School Activities Partnerships (ASAP)	Nonprofit that provides advisors to run clubs for students (e.g. chess) based on student demand and school mission
Bicycle Coalition of Greater Philadelphia	Cycling team for student athletes to participate in training and competition, helping them grow into healthy, responsible, and confident adults

Breakfree Design Group	After-school program for experienced clothing designers to teach students to design and to make clothing and accessories with textiles
Coded by Kids	Free, engaging, challenging and creative tech education programs to help students gain the technical skills, support and industry exposure necessary to gain access to opportunities in STEM related fields
Mural Arts Program	Art and design instructors for after-school programs and support incorporating art into all academic subjects
Philadelphia Young Playwrights	Professional actors and playwrights work with students to write and perform their own monologues and plays
Play On, Philly!	Teaches students instrumental music individually and in groups and arranges concerts for students to play outside of school twice each year
Postgraduate Medicine Community Outreach Program	Innovative mentoring program for experienced physicians and medical residents to enrich the lives of underprivileged youth, increasing such students interest in, involvement with, and access to healthcare settings and the medical field
World Cafe Live	Exposes students to a broad range of musical experiences in an authentic, state of the art music venue, while educational programming teaches the essential components of all music, and how those pieces are emphasized and arranged to create

	each genre of music; the many cultures of music; and the world of music production from an artistic and business perspective
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Parent Involvement

TECH Freire is fully committed to finding meaningful and mutually-enriching ways for parents to participate in our school, particularly in ways that involve improving the quality of teaching and learning at every grade level. The school will work hard to help parents understand how we and the State of Pennsylvania assess students as well as understand the academic and behavioral expectations we hold. TECH Freire will provide the following avenues for regular parent involvement:

- Back to School Night, an annual opportunity for parents to come to the school and meet school staff, learning about their student’s schedule and the school’s expectations.
- Parent-Teacher-Student Conferences, a twice-per-year opportunity for parents to come in (usually with students) and meet with individual teachers in order to discuss a student’s academic performance. These meetings are held during designated conference days or may be arranged separately.
- Grade-level Exhibition Nights, opportunities for students to showcase what they have learned over the course of a semester. Students create posters and presentations around a theme determined by the instructional staff, and parents and community members are invited to the school and encouraged to approach students to discuss their presentations.
- Family meetings to highlight specific aspects of TECH Freire’s program, such as college counseling, the Dean’s office, after school activities, family therapy, etc.

- Family visits for any students identified as needing additional supports. These visits will be either held in a family's home or at the school, based on the family's preference.
- Parents will be surveyed annually for input regarding their satisfaction with the school's staff and the school overall.
- Parents will receive a weekly email newsletter and frequent paper mailings updating them on all activities, events, and happenings of the school.
- Parents will be able to log on to our student information system at any time to view their student's grades, attendance, and disciplinary information. Freire offers trainings to parents to assist them in utilizing this technology.
- All families will receive a School-Teacher-Parent-Student Contract for Excellence, outlining the specific expectations at Freire.
- Through School Messenger, TECH Freire will be able to place phone calls, send texts, and/or send an email to all parents with school closing information or other updates.
- When hiring new staff members, parents will often be invited to participate in the interview process, and parents will assist in evaluation of teachers for contract renewal.
- Parents will be encouraged to serve on a variety of school committees (Fundraising, ESL, Title I, etc.)

Informing the Community

TECH Freire will launch a city-wide recruitment and marketing campaign, with targeted advertising in the Strawberry Mansion catchment area. TECH Freire has already begun working with a community outreach strategist and will contract with a marketing firm to develop the most robust outreach campaign possible. Our mass marketing efforts, developed in conjunction with a marketing consultant, will reach a wide range of traditional outlets. We aim to place English

language advertisements with five major city-wide newspapers as well as select local publications and more than five major radio stations, and in Spanish-language outlets including three newspapers and two radio stations. We will also place advertisements on public transit, including local train and bus lines in specific areas.

TECH Freire Charter School is also building a grassroots network of community leaders who have access to high school aged students looking for high quality educational options and will spread the news about our arrival with a high degree of personal and face-to-face interactions. This very important part of our outreach plan will include attending fairs/expos; attending meetings at community groups; visiting supermarkets and churches; inviting current Freire Charter School parents, students, and alumni to speak to potential TECH Freire students; conducting phone banks; and canvassing door-to-door. Freire is also building partnerships with local middle schools that will be natural feeders for us, as well as faith-based, community, and city-wide organizations that can help link us to potential students.

Equal Opportunity to Attend

TECH Freire Charter School values diversity and seeks students from diverse backgrounds. TECH Freire Charter School does not discriminate on the basis of intellectual ability, athletic ability, measures of achievement or aptitude, status as a person with a disability, proficiency in the English language, race, sex, color, national origin, ethnic origin, gender, sexual orientation, religion, political affiliation, or any other basis that would be illegal if used by a school district in its admission policy.

Marketing materials, including advertisements, will be easy to understand and translated into multiple languages (including Spanish) so as to allow for equal access, and we will place advertisements in foreign language media outlets. TECH Freire will capitalize on the reputation of

Freire in serving students who are from families in poverty, who are academically low achieving, and/or are students with disabilities. The mission of the Freire Schools is specifically to serve these students who are at risk of academic failure, and our results show that we can reverse the trend of academic failure.

As required by PA Charter School Law, TECH Freire will use a lottery system for admitting its students when the number of applications received by the deadline exceeds the number of open seats that are available in that grade level. We understand the importance of establishing fair and equitable criteria for student admission and shall comply fully with 17-1723-A of the Charter School Law (PA Act 22). Specifically, the charter school will be open to all resident children in the Commonwealth of Pennsylvania, with first preference given to students who reside in the School District of Philadelphia. TECH Freire's charter agreement with the School District of Philadelphia specifies that TECH Freire shall have an admission preference for students living in the Strawberry Mansion High School catchment area in that 60% of the new students enrolling in any given year shall reside in the Strawberry Mansion catchment area before going to a city-wide enrollment lottery. Each year, the Board shall approve a yearly admissions timeline and process, and this shall be posted on the school's website. This shall include the lottery date, which will be publically announced at least two months in advance. In order to ensure equal enrollment opportunity to all students, the application will require only a few minimal pieces of information and will be published in English and Spanish, with translation made available in any other requested language. Applications shall be available for at least two consecutive months (typically October through January). The application process only involves submitting the application form by the deadline (typically the last business day of January)—no interview, school tour, or information session is required. The application can be submitted by mailing the

application to the school or dropping the application off in person. If more students apply to the charter school than the number of attendance slots available, then students will be selected on a random basis (a lottery) from a pool of qualified applicants meeting the established eligibility criteria and submitting an application by the deadline. However, preference will be given in enrollment to siblings of students presently enrolled in the charter school (not applicable in first year of operation) and to students residing in the Strawberry Mansion catchment area.

Selection Criterion 5: Quality of project personnel

TECH Freire has established an exemplary team to lead the school through this project during the critical implementation phase. Key project personnel are described below who will lead this project by serving on the CSO staff, serving on the school leadership, and governing the school as the founding Board. Collectively, this group represents vast experience in launching high-quality charter schools, school administration and classroom experience, nonprofit management and governance, and fiscal management. Full resumes for these individuals are attached.

Build the Future Education Collaborative - Charter Support Organization (CSO) Team

PROJECT DIRECTOR: Melanie Reiser, M.P.A., Director of Operations and Compliance: Melanie has experience managing the Charter Schools Program grant, as she serves currently as the Project Director for the planning and implementation grant to the Freire Charter School Wilmington. With this valuable experience, she will serve as the Project Director for TECH Freire's implementation grant. In addition, she has thirteen years of experience in the charter school sector, including operations, compliance, project management, and new school development. Most recently, she served on the leadership team that successfully opened Freire Charter School Wilmington in fall 2015.

Kelly Davenport, Ed.D., Executive Director: Kelly led Freire Charter School Philadelphia for 16 years, including leading the start-up of the school's new middle school program 3 years ago. In July 2015, she transitioned to serving as executive director of Build the Future Education Collaborative, a new Charter Support Organization devoted to working with the Freire family of schools. She oversaw the opening of Freire Charter School Wilmington for the 2015-16 school year, further building her experience with opening new charter schools. She is also a facilitator in the Pennsylvania Inspired Leadership program, which involves training principals in instructional leadership around the state for the PA Department of Education. Kelly was chosen to participate in the TECH Freire Charter School's leadership team because of her ability to build and lead a team around Freire's mission; her expertise in board governance, fundraising, and pedagogy; her vast experience in charter school facility acquisition and financing; and her years of experience building schools.

Leigh Botwinik, M.P.A., M.Ed., Director of Performance Management: In Leigh's role she manages the Freire schools' academic and non-academic data and internal and external reporting, and she will manage all data reporting aspects of the CSP grant.

William Ray, C.P.A., Controller: Bill recently joined Build the Future as the head of our finance department. He will be responsible for ensuring that TECH Freire complies with all fiscal requirements of the CSP grant, including the requirements for grant reporting.

School Leadership Team

TECH Freire has already identified the three administrators who will lead TECH Freire in 2016-17, and these three leaders are serving in apprenticeship roles at other Freire campuses this year to ready them for this leadership opportunity.

David Shahriari, Head of School: 2015-16 marks Dave's seventh year as Head of Academic Supports at Freire Charter High School, where he is responsible for leading all that has to do with the school's building and maintaining the positive school culture and the safety of the school. Dave came to Freire from the healthcare field, where he developed the skills necessary for him to excel as the "heart" of Freire Charter High School. In recent years, Dave's focus has been on improving student discipline and reconstituting our student mediation program, a critical component of our nonviolence policy. Under his leadership, the high school witnessed a 58% decrease in student suspensions between 2012-13 and 2013-14 at the same time that the school witnessed growth in the Algebra and Literature Keystones.

Dave's actions are guided by a belief in Freire's Cultural Principles and a drive to maintain positive school culture. He is a seasoned school leader, having co-led the high school with the Head of Academics for the past seven years. He is also an expert manager of personnel, and has worked extensively with the Board of Directors as a member of the Safety Committee. His understanding of day-to-day school operations is unparalleled in our organization, and he has trained multiple staff members to take on Head of Academic Support responsibilities at other campuses. Most importantly, Dave brings to his new position a comprehensive understanding of the Freire model and how the various roles of the organization work together to support the whole school. He will transition to the Head of School role in winter 2016.

Sarah Grugan, Head of Academics: Sarah began a position as Assistant Head of Academics at Freire Charter High School for the 2015-16 school year, where she will train extensively for her position at TECH Freire through hands-on experience and close mentoring by Freire's Head of Academics. She comes to this position with three years of experience teaching Algebra and serving as the Math Center Director at Freire, during which time she developed

extensive familiarity with Friere's guiding philosophy and the day-to-day details of our highly effective instructional practices. Sarah had three years of prior experience in mathematics instruction in another Philadelphia charter school when she joined the Freire team. She holds an M.S. in Special Education from St. Joseph's University, is PA certified in mathematics, and is expected to complete her principal certification through Temple University in 2017. Through the combination of her education, experience teaching in STEM field, and in-depth school leadership training, Sarah will be highly prepared to lead TECH Freire's academic program.

Kyle Horne, Head of Academic Supports: Kyle has worked at Freire Charter School for 8 years, advancing from Assistant to the Head of School to Director of Operations. During the 2015-16 school year, he will serve as Assistant Head of Academic Supports, training under Dave Shahriari. This will not only provide Kyle with even more experience in academic supports, but also give Dave and Kyle an opportunity to begin working closely together, as they will continue to do in their new positions at TECH Freire. With so many years of experience in Freire's administration, he is well familiar with the school's culture, operations, facilities management, student safety and discipline, student support and counseling, and information systems. TECH Freire aims to emulate the original school as closely as possible in all of these areas, and Kyle's experience will play a crucial role in carrying out this goal.

TECH Freire Charter School Board of Trustees

Finally, we have assembled a strong and active founding Board of Trustees with extensive experience in charter school governance, higher education, the sciences, finance, real estate, and law. Over the next 9 months we will add to this Board with a special emphasis on recruiting leaders in technology and entrepreneurship (as well as parent representation). Together with the school

leadership and Build the Future, this team will produce the kind of high school where any and all students will learn and grow, one day attending and graduating from college.

Name	Qualifications in Establishing High Quality Charter School
Scott Solomon, Chair	A lifelong Philadelphia resident, Scott Solomon received both his BBA in Marketing and his MBA from Temple University. He is currently in Business Development for ITA Group, a business and performance improvement company. Prior to ITA Group, Scott held various sales and leadership positions in the telecommunications and performance industries. In addition to serving on the TECH Freire Board, Scott has been actively involved on the original Freire Charter School board for 13 years, and currently serves as Secretary.
Gerald Escovitz, Vice Chair	Dr. Escovitz served many years as a Professor of Medicine and Vice Dean of the Medical College of Pennsylvania, where he combined clinical care, teaching and academic administration. He also assumed a leadership role in medical education nationally and internationally. Gerry brings those experiences to the original Freire Charter School Board, on which he has served since his retirement in 2001 (including Chair since 2014). He is very knowledgeable in how educational institutions function and more specifically, has been instrumental in building the successful model of Freire Philadelphia.
Bruce Lesser, Secretary	Bruce Lesser has been of counsel at Blank Rome Counselors at Law since 2009 and CEO of Martin Enterprises USA, a consulting firm, since 2006. He focuses his practice on financial services, including financing, lending, and bankruptcy, as well as real estate. He holds a B.A. from Pennsylvania State University and a J.D. from Villanova University. In addition to his role on TECH Freire, Lesser

	serves on the board of the original Freire Charter School, where his knowledge and experience as a practicing lawyer have been immensely helpful.
Dave Bryant, Treasurer	Dave Bryant joined the board of the original Freire Charter School 11 years ago. A graduate of LaSalle University with a BS in Accounting, Dave developed a solid career at the Pennsylvania Real Estate Investment Trust, advancing to Senior Vice-President of Real Estate Services. In 2006, Dave was appointed to the position of Senior Vice-President and CFO at Resource Capital Corporation. His knowledge of the financial services industry has been invaluable in his role on the Freire Charter School Board and will be instrumental during the start-up of TECH Freire.
Bruce Levine	Bruce Levine has served as an Assistant Clinical Professor and Director of the Education Policy Program at Drexel University’s School of Education since 2011. His research and teaching interests have included urban education. He continues to act as a business consultant, a role he had over 20 years of experience with prior to beginning at Drexel. In addition to a Masters in Public Administration from the University of Pennsylvania, Levine also holds a J.D. from New York University and has practiced as an attorney in New York. He has served on the board of Audenried Charter High School in Philadelphia and the original Freire Charter School. His experience in higher education has been an asset given the college-preparatory focus of the school, and his interest in STEM programming drew him to TECH Freire.

Commitment to Diversity

As TECH Freire has recruited its project personnel and continues to expand its talent pool, the school is committed to providing equal employment opportunity for all persons regardless of age, citizenship, color, disability, genetic information (including family members' genetic information), marital status, national origin, race, religion, sex (including pregnancy), veteran status, sexual orientation, or any other protected status. The School values and promotes diversity as a strategic advantage, and encourages employment applications from members of traditionally underrepresented groups.

Selection Criterion 6: Quality of the management plan

TECH Freire has developed a management plan with timelines for this project, which is driven by our goal to open our high school in September 2016 and remain on target to meet our project's performance measures. In executing this management plan, TECH Freire will be governed by an active Board of Directors, composed of five (5) to fifteen (15) members: founding group representatives, community partners and representatives, and current TECH Freire students, parent(s) and educator(s). Members of the Board will reflect the diversity of cultural, academic, and professional expertise that is essential for fulfilling the school's unique mission, including representatives from the technology and entrepreneurship sectors. The Board of Directors will maintain controlling legal power and responsibility for the school. The TECH Freire Board of Directors will hold as its primary focus keeping the mission thriving as well as serving as the ultimate fiduciaries of the school.

The Board will discharge its power and responsibility by functioning primarily as a policy-making body and delegating day-to-day administration to the Head of School, and through the Head of School to the Leadership Team. The Head of Academics, Head of Academic Supports,

and Head of Academic Affairs will serve as the three main participants in the Leadership Team, which will be led and directed by the Head of School. The TECH Freire Board of Directors will be linked to the daily actions, decisions, data, and results of the school through the connection between the Head of School, the CEO for TECH Freire's charter support organization (Build the Future) and the Chair of the TECH Freire Board.

At TECH Freire, the chief executive officer is the Head of School, who has been identified as Dave Shahriari. In summary, the Head of School is charged with leading all aspects of the school and supporting all Heads, Directors, and Staff in order to carry out the mission of the school. This includes: Working with the Board President to guide the Board to become all that it can to support and grow the school; Leading the Head of Academics, Head of Academic Supports, and Head of Academic Affairs in carrying out TECH Freire's mission; Coordinating with Build the Future (charter support organization), including working with the Controller to fulfill all administrative needs and to do so in a way that upholds Freire's Business Principles and its mission to serve all students and staff. Also, supporting and guiding the Development Team; facilitating the Board/staff functioning and relationship; guiding and supervising the school's finances; managing all legal aspects of the school; leading fundraising for the school; and coordinating professional development of all staff.

There are 3 additional "Heads" positions planned for TECH Freire: Head of Academics, Head of Academic Supports, and Head of Academic Affairs. The Head of Academics is responsible for leading all that has to do with learning. This person has been identified as Sarah Grugan, and she will be responsible to ensure and maximize learning for students and staff; hire, coach, and lead all teachers in their development; develop strong educational programming and curriculum; and work with all others to support student and staff learning.

Kyle Horne has been identified to serve as the Head of Academic Supports. The Head of Academic Supports leads all that has to do with building and maintaining a positive school culture and the safety of the school. He must ensure the physical and emotional safety of students and staff; hire, coach, and lead all others in providing that safety; develop strong educational support programs around the culture and safety of the school; work with all others to support student and staff learning; lead all that has to do with building and maintaining a positive school environment and culture; work with the Dean of Students to ensure all facets of the Code of Conduct are met fairly and with compassion; and keep the physical plant safe, strong, and clean so that all are proud. At TECH, Freire a major responsibility of the Head of Academic Supports will be leading the Director of Technology to ensure that all matters related to technology, including infrastructure, hardware, software are designed in a highly coherent, logical, and collaborative manner; that we are good stewards of public education allocations and not make costly mistakes with technology acquisition; and to assure that our technology systems will support our educational model so that the model can be fully implemented.

Finally, the Head of Academic Affairs (to begin in 2017-18) leads all that has to do with admissions and college counseling, and manages the school database. S/he must: oversee all aspects of the admissions process; lead, manage, and develop a college counseling program that will help students move forward in getting into and succeeding in college; create, oversee, and maintain sustainable after school programs and clubs; create, coordinate, and finalize all school schedules and student rosters; manage and process all transcripts; be responsible for maintaining all aspects of school database (PowerSchool); and be responsible for alumni relations.

TECH Freire has also contracted with Build the Future Education Collaborative, a new charter support organization that provides shared services to Freire Charter School (Philadelphia)

and Freire Charter School Wilmington. Build the Future was selected as the external management organization because its staff is comprised of leaders in the Philadelphia charter school community who have successfully run Freire Charter School in Philadelphia over the past 16 years. As TECH Freire seeks to replicate the successful components of Freire Charter School, Build the Future will be central to ensuring continuity of mission and program during the new school implementation. Build the Future provides a host of services to TECH Freire organized around Executive Services (some of the customary responsibilities of the Chief Executive Officer in a stand-alone charter school), Educational Services, Operations (Human Capital, Finance, School Operations, IT, Compliance, Legal), and Development and External Relations. A listing of the support services to be provided by Build the Future is appended to this application. Build the Future Director of Operations and Compliance Melanie Reiser will serve as the CSP Project Director for TECH Freire.

The management structure that we have developed will enable TECH Freire to successfully navigate this project, especially to the successful opening in fall 2016. It has already yielded successes in negotiating our charter contract with our authorizer, securing financing for our facility, and beginning our enrollment outreach efforts. We believe that clearly defined responsibilities will lead to the successful operation of the school. Below is a chart of key milestones, timelines, and staff responsible for the execution of this specific project:

Milestone	Timeline	Responsible
School website and marketing materials ready for printing and dissemination	January 1, 2016	Build the Future

Student Recruitment Open Houses Held	January to April 2016	Head of School, Head of Academics
Visit high performing technology themed high school	February 15, 2016	Head of School, Build the Future
Administrators attend PowerSchool University	March 5, 2016	Head of School, Head of Academics
Student and Employee Handbooks Developed	May 1, 2016	Build the Future, Head of Academic Supports
School 100% enrolled with waitlist	June 1, 2016	Head of School, Head of Academics
Certificate of Occupancy for facility obtained	July 1, 2016	Build the Future
Curriculum developed	July 1, 2016	Head of Academics, Build the Future, Hired Staff
Vet, select, and procure office and classroom furniture	July 1, 2016	Build the Future, Head of Academic Supports
Students rostered in PowerSchool	July 15, 2016	Head of Academics
Quarterly reporting to CSP	Quarterly	Project Director

Organize travel and logistics for annual meeting and school site visit	TBD	Project Director
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Selection Criterion 7: Existence and quality of a charter or performance contract between the charter school and its authorized public chartering agency.

On November 14, 2014, we submitted a detailed, 100-page application to the Charter Schools Office to open TECH Freire Charter School. TECH Freire had two public hearings on its charter application. At the first hearing on December 10, 2014, TECH Freire made its opening presentation. At the second hearing on January 8, 2015, the School District of Philadelphia’s Charter Schools Office presented its “Charter School Application Evaluation Report” for TECH Freire, the hearing examiner questioned TECH Freire on various aspects of its charter application, and TECH Freire presented its closing remarks. On February 18, 2015, the School Reform Commission of the School District of Philadelphia granted a conditional charter to TECH Freire. We would like to note that Philadelphia had not accepted new charter applications in the prior 7 years. Out of 35 new applicants, TECH Freire was one of only 5 charters awarded based on the track record of our existing high school and the quality of our application. We subsequently met all of our charter conditions, and the School Reform Commission granted us a full charter on June 18, 2015 and executed a charter contract with TECH Freire. A copy of our executed charter agreement, which includes the resolution granting us our charter, is attached.

It is also important to note, that on page 17 of the charter agreement, TECH Freire agrees to participate in the School District’s charter school performance framework and monitoring system, which is new in 2015-16.

TECH Freire Charter School informed our authorizer, the School Reform Commission of the School District of Philadelphia, via their designated Charter Schools Office on October 5, 2015 of our intent to apply for this grant and forwarded them a copy of our CSP grant application. Evidence of this notification is included in Appendix E.

Selection Criterion 8: The degree of flexibility afforded by the SEA and, if applicable, the LEA to the charter school

Pennsylvania’s Charter School Law (24 P.S. §§ 17-1701-A to 17-1751-A) ascribes great autonomy and flexibility to charters, stating that it was the intent of the General Assembly in enacting the law, “to provide opportunities for teachers, parents, pupils and community members to establish and maintain schools that operate independently from the existing school district structure...” The law “holds the schools established under this act accountable for meeting measurable academic standards and provide the school with a method to establish accountability systems” and grants the charter school “all powers necessary or desirable for carrying out its charter.” The law explicitly grants powers to the Board of a charter school, stating, “The board of trustees of a charter school shall have the authority to decide matters related to the operation of the school, including but not limited to, budgeting, curriculum and operating procedures, subject to the school’s charter. The board shall have the authority to employ discharge and contract with necessary professional and non-professional employees subject to the school’s charter and the provisions of this article.” In fact, according to the National Alliance for Public Charter School’s model state law ranking system, PA’s law scored 12 out of 12 points available as it relates to the fiscal and legal autonomy of charter school boards.

In exchange for this heightened autonomy, charters in Pennsylvania are held accountable for student achievement. In Pennsylvania, a charter school is authorized to function once it has

received a charter, a statutorily defined performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for initial charters is 3-5 years (TECH Freire is 3 years), with all subsequent charters being renewable for 5-year terms. In order to be renewed, charters go through a comprehensive review with the authorizer.

In Pennsylvania, charter schools are their own LEAs.

APPLICATION REQUIREMENTS

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

Please see our response to Selection Criterion 1 (page 5)

- (b) Describe how the charter school will be managed.**

Please see our responses to Selection Criteria 5 (page 35) and 6 (page 41).

- (c) Describe the objectives of the charter school and the methods by which the charter school will determine its progress toward achieving those objectives.**

Please see our response to Selection Criterion 3 on page 23.

- (d) Describe the administrative relationship between the charter school and the authorized public chartering agency.**

Please see our response to Selection Criteria 7 (page 46) and 8 (page 47).

- (e) Describe how parents and other members of the community will be involved in the planning, program design, and implementation of the charter school.**

Please see our response to Selection Criterion 4 on page 28.

(f) Describe how the authorized public chartering agency will provide for continued operation of the charter school once the Federal grant has expired, if that agency determines that the charter school has met its objectives.

The items requested in our budget are for one-time, start-up and implementation expenses related to opening the charter school. As we grow to full enrollment, the school will become financially sustainable on recurring public revenue which includes a per-pupil allocation, as well as federal Title I and IDEA funds.

(g) Waivers.

This is not applicable as TECH Freire Charter School is not requesting waivers of any Federal statutory or regulatory provisions at this time.

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

TECH Freire Charter School has not previously received any funds from the U.S. Department of Education Charter Schools Program or any state sub-grant. All funds requested will be used for implementation of a new, high quality charter school in accordance with the goals of the Charter Schools Program, and these expenses are detailed in our attached Budget Narrative. State, local, and federal revenues would not otherwise provide the funding necessary to invest in these substantial and much needed purchases, which will prove invaluable to students and staff members for years to come, long after the grant term has expired.

Specifically, we are requesting funds for implementation costs associated with operating our educational program, including stipends to staff for curriculum development; curriculum purchase expenses; travel expenses related to training; equipment and educational materials such as tables, desks, and laboratory supplies; and costs associated with marketing the school to

prospective students and the community. During the first year, an emphasis is placed on one-time expenses related to the initial year of operation, while in the second year an emphasis is placed on one-time expenses related to the growth of the student population. TECH Freire also plans to use grant funds to assist with student recruitment efforts as the school grows during both years of this grant. We plan to contract with a marketing firm, produce high-quality printed materials and signage, and place advertisements on public transit, online, and in community publications in order to raise community awareness about our school.

Finally, the grant will also fund critical contracted implementation support provided by the charter support organization (CSO), Build the Future. The CSO will provide support with instructional leadership, finance/business services, research and assessment, operations, and development. The CSO will help coordinate additional federal grant funding, including Title I, Title II, and IDEA, to ensure funds are maximized to benefit student achievement without having any duplication of efforts.

- (i) Describe how students in the community will be informed about the charter school and be given an equal opportunity to attend the charter school.**

Please see our response to selection criterion 4 on page 28.

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

Please see our response to selection criterion 2 on page 14.

- (k) Dissemination activities.**

This is not applicable as Freire is not seeking grant funds for dissemination activities.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

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CHARTER SCHOOLS PROGRAM ASSURANCES – NON-STATE EDUCATIONAL AGENCIES

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 the following to the Secretary:

- A. 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.
- B. As the duly authorized representative of the applicant, I certify that the applicant will submit to the Secretary:
- C. All items described in the application requirements;
- D. 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;
- E. An assurance that the applicant will cooperate with the Secretary in evaluating the program assisted under this subpart;
- F. 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;
- G. 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;
- H. A copy of proof of applicant's non-profit status;
- I. The applicants' DUNS and TIN numbers;
- J. 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;
- 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.

HEAD OF SCHOOL

TITLE
9/30/2015

DATE
10/06/2015

DATE SUBMITTED



SIGNATURE OF AUTHORIZED OFFICIAL
TECH FREIRE CHARTER SCHOOL

APPLICANT ORGANIZATION

MELANIE BURKE REISER, M.G.A.

PROFESSIONAL HIGHLIGHTS

- Over a decade of experience as leader in the Pennsylvania public charter school community, most notably in Philadelphia. Work has included extensive experience in public charter school operations and compliance, project management, new school development, charter school renewal, grant writing, and public advocacy.
- Record of success in writing and securing funding through federal and state grant programs, including securing two of Pennsylvania's first School Improvement Grants for two school transformation initiatives, more than a dozen Charter School Program planning and implementation grants (from U.S. Department of Education and PA Department of Education), a Charter Schools Program grant for the planning and implementation of a new school in Wilmington, De; and a 21st Century Community Learning Center for after-school programming for students at risk for educational failure at a Philadelphia charter school.
- Expertise in federal programs management including Title I, Title II, EETT, ARRA, SIG, IDEA, Title III, etc. Manage over \$8 million in annual federal Title I monies at ten Philadelphia charter schools, including expertise in program compliance, parent involvement, and school improvement initiatives.
- 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.

EXPERIENCE

Build the Future Education Collaborative (Philadelphia, PA)

Director of Operations and Compliance – *July 2015 to Present*

Serve on leadership of new charter management organization, a non-profit 501c3 supporting the network of Freire Charter Schools during their time of unprecedented expansion. Supporting the Executive Director and Board of Trustees on a variety of research-based strategic initiatives, including growth projects. Serve as liaison between client schools and charter authorizers, including annual reporting and School Performance Record reporting. Lead school operations, including new school development (helping to open Freire Charter School Wilmington in fall 2015) and implementation, renewal support, facilities management, Title I compliance, eRate management, teacher certification compliance, and policy development. Provide grant writing and grant implementation support including serving as Project Director for federal Charter Schools Program Grant (CSP) for Freire Charter School Wilmington.

Freire Charter School (Philadelphia, PA)

Director of Operations and Compliance – *March 2014 to June 2015*

Served as part of administrative leadership to two Philadelphia charter school campuses while the network was expanding to include a high school in Wilmington (fall 2015). In addition to all the duties listed above for Build the Future, successfully authored charter application for TECH Freire Charter School, a college prep, liberal arts, computer science, and entrepreneurship high school to open in fall 2016 in Philadelphia, PA (one of five approved new charters out of 39). Also, successfully secured a federal Charter Schools Program Grant (CSP) in the amount of \$687 over three years for Freire Charter School Wilmington.

OmniVest Properties/Management, LLC (Newtown, PA)

Vice President – February 2008 to February 2014; **District Manager** – February 2006 to January 2008

Headed company's charter school operations division, working alongside school accounting and real estate development divisions. Provided full-service management support to ten diverse Philadelphia charter schools (as well as project-specific support to additional charter schools). Expertise in: state and federal reporting, including charter school Annual Report and PIMS management; charter renewal preparation services, including internal audits of school operations and records and application writing; teacher certification and highly qualified teacher monitoring; federal programs (Title I, Title II, Title III, ARRA, IDEA) management and compliance; charter school board governance training; program development, implementation, and ongoing compliance monitoring; grant writing and management of grant-supported programming; National School Lunch Program and food services support including staff training; special education compliance monitoring; and policy development and implementation. Led company's charter school start-up technical assistance initiatives.

Supported charter school real estate development projects, including assistance in securing and maintaining compliance on two Pennsylvania Redevelopment Assistance Program grants. Supported school finance and accounting division in budget preparation, quarterly reporting related to federal programs, and training school Business Managers in Accounts Payable (including PA Chart of Accounts), internal controls, and human resource record keeping. Under leadership, company witnessed a period of unprecedented growth moving from two charter schools to ten. Promoted a synergetic model whereby contracted financial and operational support work in tandem with school based educational management to improve organizational effectiveness in meeting school goals.

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 firm during the summer/fall 2005 charter school development season. Developed a 21st Century Community Learning Center after school and summer school model for a charter school; worked with a 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 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; 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 served 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, 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 included: 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 Timoney 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.

EDUCATION

University of Pennsylvania, The Fels Institute of Government

Master of Government Administration, August 2002

Elizabethtown College

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

- "Honors in the Discipline" designation, Political Science; Minor in History
- James A. Finnegan Fellow – competitive public policy internship (PA Department of Transportation)
- *The Etownian*: Editor-in-Chief of the weekly campus newspaper
- *Patriot News* Award of Excellence for Print Communications

SELECT PUBLICATIONS & PRESENTATIONS

Pennsylvania Coalition of Public Charter School's "How to Start a Charter School in Pennsylvania" workshop: Expert panelist on charter school management and operations aspects of charter school start-up in Pennsylvania, 20 February 2013.

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 MacArthur, April 2009.

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.

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

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.

KELLY DAVENPORT, Ed.D.

SUMMARY

Executive Director of Build the Future Education Collaborative, a not-for-profit organization supporting the Freire Charter Schools. Freire Charter Schools are 100% non-violent, safe learning environments for students in grades 5-12 in Philadelphia and Wilmington, Delaware. Manage ongoing operations for all schools as well as expansions. Career supported by nine years of classroom teaching at secondary and college levels.

PROFESSIONAL EXPERIENCE

Executive Director (July 2015-present)

Build the Future Education Collaborative – Philadelphia, PA

- Led creation of the non-profit Build the Future Education Collaborative to provide administrative services to all Freire schools.
- Manage startup and ongoing operations at Freire Charter School Wilmington, including leadership development, capital campaigns, public relations and board development.
- Lead creation of TECH Freire Charter School in Philadelphia, a new Freire high school integrating technology and entrepreneurship programming into Freire’s liberal arts curriculum, including real estate procurement, building and curriculum design, and board development.

Chief Executive Officer and Founding Team Member (1999-June 2015)

Freire Charter School – Philadelphia, PA

- Led Freire's expansion into a new middle school in 2011, doubling Freire's total student population.
- Led comprehensive academic, financial, facilities, and human resources operations to accommodate growth from zero in 1999 to 1200 students and 100 staff in 2015.
- Managed over \$600,000 each year in state and federal government grants through 21st Century Schools, IDEA, Title I, Title II, and Title IX.
- Led Freire’s expansions in Philadelphia and Wilmington, Delaware, including leadership development, curriculum design, real estate procurement, capital campaigns, board development, and code compliance.

Facilitator (2001-Present)

Pennsylvania Inspired Leaders Program – Pennsylvania Department of Education

- Lead PA Department of Education Act 45 and 48 courses for all certified state principals.

Adjunct Professor (Fall 2001)

Arcadia University – Philadelphia, PA

- Taught secondary teacher’s certification requirement course “The Secondary Classroom.”

Adjunct/Associate Professor - Spanish and Portuguese Department (1997-1999)

Kellogg Foundation Grantee - Research Fellow (1998-1999)

University of Pennsylvania – Philadelphia, PA

- Partnered with teachers at West Philadelphia High School to design a community-focused curriculum that introduced local community volunteers into the classroom.
- Authored a 30-page report that recommended volunteerism strategies for urban high schools.

Spanish Teacher - Upper School 7-12 (1995-1997)

Assistant Dean of Discipline

AFS Coordinator

10th Grade Advisor

Founder - Study Abroad Summer Program (Argentina/Chile)

The Collegiate School – Richmond, VA

- Founded, launched, and managed a 6-week program for students to study/live abroad. Created budget, managed finances, and oversaw program. Taught afternoon programs for Cultural Education and Spanish language training.

Associate Professor - Spanish and Portuguese Department (1992 – 1994)

Indiana University – Bloomington, IN

- Taught Spanish and Portuguese languages; planned lessons; evaluated and graded students.

Teacher (1990-1992)

American Language Institute – Lisbon, Portugal

- Worked with executives in the Portuguese Telecommunications industry. Taught English to individuals and groups to improve their European Union (EU) negotiation skills.

EDUCATION

Ed. D., Education, Leadership, and Policy (2001)

University of Pennsylvania – Philadelphia, PA

Masters of Arts in Teaching, Spanish (1994)

Indiana University – Bloomington, IN

B.A., Spanish Literature (1990)

University of Pennsylvania – Philadelphia, PA

ADVANCED TRAINING

- **Leadership Development Program - S. H. Darrow & Associates Sponsored (2003)**
- **Authority, Leadership and Organizational Life in a Changing World - A.K. Rice Institute Sponsored (2001)**

LEIGH BOTWINIK

EXPERIENCE

Build the Future Education Collaborative **2015-present**

Director of Performance Management

- Manage development of organization's performance management and data systems
- Work with school leaders across all Freire Charter Schools to integrate data into instruction and programmatic decision-making
- Conduct research and analysis to identify opportunities for continuous improvement and track progress toward organization-wide goals

Freire Charter School **2014-2015**

Director of Performance Management

- Prepared accountability submissions for local, state, and federal government
- Developed new processes for tracking and managing data

Fels Institute of Government, University of Pennsylvania **2009-present**

Lecturer

- Teach graduate-level course in performance management

Director of Graduate Programs **2010-2014**

Director of Full-Time Students **2007-2010**

- Oversaw admissions, student and academic affairs for full-time and executive Master's Degree program and four graduate Certificate programs
- Supervised team of two to four full-time employees: led annual team strategy retreat, created yearly work plans, guided execution of programs and events, supported professional development of staff
- Managed budget and analyzed spending, course revenues and other financial information
- Initiated new marketing and recruitment strategies resulting in a 150% increase in the number of applications over 5 years
- Strategically managed the planning and marketing of Fels courses yielding a 30% increase in average enrollment per elective and an 86% increase in the number of non-Fels students enrolling in Fels classes over 5 years

Project Manager **2005-2007**

- Managed two-year collaboration with the School District of Philadelphia to design and implement a data-driven school improvement process
- Helped the District drive a 38% decrease in suspensions and a 1 percentage point increase in student attendance in the second year of implementation
- Generated over \$600,000 dollars in contracts and grants
- Co-wrote [The Philadelphia SchoolStat Model](#), published by the IBM Center for the Business of Government

Washington DC Public Schools/Teach for America***Elementary School Teacher*****2000-2002**

- Selected from a competitive pool of applicants to participate in a two-year program of service as a teacher in an under-resourced public school
- Taught first and second grade: developed lesson plans, worked with parents, created a buddy program with kindergarten class

EDUCATION

University of Pennsylvania, Graduate School of Education

Master of Science in Education (MSEd)

May 2008

Philadelphia, PA

University of Pennsylvania, Fels Institute of Government

Master of Public Administration (MPA)

May 2005

Philadelphia, PA

University of Michigan, College of Literature, Science, and Arts

Bachelor of Arts (BA)

April 2000

Ann Arbor, MI

COMMUNITY INVOLVEMENT

Friends of Chester Arthur**2013-present**

- Board member and fundraising chair for an all-volunteer civic group supporting the neighborhood public school

Philadelphia CORE Leaders**2012-present**

- Invited to help create a new organization dedicated to driving better academic outcomes for children in Philadelphia

Teach for America**2011-2013**

- Selected to assist the Admissions Operations Team by conducting phone interviews with applicants

Philadelphia Board of Elections**2010-2013**

- Elected to serve as Judge of Elections for Philadelphia's 30th ward, district 1

AWARDS AND HONORS

- University of Pennsylvania, School of Arts and Sciences Leadership Cohort II
- University of Pennsylvania, School of Arts and Sciences Staff Advisory Committee
- Teach for America Board Prep Fellowship

William C Ray, CPA

EDUCATION & MEMBERSHIPS:

Lycoming College, Williamsport, PA
Bachelor of Arts, Graduated May 2004
Major: Financial Accounting (150hrs)
GPA: 3.89
Active CPA License
AIPCA and PICPA Member

AREAS OF FINANCIAL AND ACCOUNTING EXPERTISE:

- U.S. Generally Accepted Accounting Principles and Governmental Accounting Standards
- Financial Statement Preparation and Analysis
- Internal Control Documentation, Review and Development
- Employee Benefit Plan Accounting and Reporting
- OMB Circulars A-110, A-122, and A-133
- Single Audit Compliance Requirements and Reporting
- Endowment Accounting
- Federal Form 990
- Federal and State payroll taxes and regulations

TECHNOLOGY AND SOFTWARE PROFICIENCIES:

- Microsoft Word, Excel & Power Point
- Sage MIP, Quickbooks, Oracle, and Peachtree accounting systems.
- PPC and Checkpoint Audit and Accounting Tools.
- ProSystems FX and Engagement CS audit software

RELEVANT WORK EXPERIENCE:

Build the Future Education Collaborative Controller

August 2015 to Present

- Work with the Heads of schools at the various Freire campuses to develop and oversee the annual budget and make frequent reports to the CEO and Board of Directors on those budgets
- Oversee all internal and external fiscal reporting
- Oversee negotiation of contracts for the purchase of goods and services
- Produce financial forecasts and pro formas as needed for lenders as well as prospect donors and grant makers
- Oversee banking / cash management and provide support to CEO with negotiation of credit facilities and refinancing of longer-term debt
- Monitor compliance with all financial covenants in all debt agreements
- Manage all human resources and benefits capabilities and oversee administrative staff in the business office
- Manage the PA Information Management System (PIMS) collection for PA Department of Education
- Work with the accounting consultants at each Freire campus
- Oversee and work with the auditors on the annual audits to ensure accuracy and timeliness for all financial reports required
- Oversee other ad-hoc reporting and administrative duties as necessary

Lopez, Teodosio & Larkin, LLC Audit and Accounting Manager

October 2012 to July 2015

- Lead audit and accounting professional serving non-profit organizations, local governments, charter schools, employee benefit plans, and closely held for-profit organizations. Responsibilities include:
 - Internal control documentation and review, and preparation of written recommendations in accordance with auditing standards.

- Audit risk assessment procedures and other planning documentation.
- Financial Statement (including Schedule of Expenditures of Federal Awards) preparation/review in accordance with U.S. GAAP and OMB Circular A-133.
- Presentation of financial statements and other required communications to boards of directors and senior management.
- Supervision of one to two staff on each audit engagement.
- Preparation and review of Federal Form 990 and related PA and NJ registrations.
- Review of Federal Form 5500 and related compliance requirements as part of our Employee Benefit Plan audit engagements.
- Completions of all aspects of reviews and compilations.
- Lead the firm's transition to a paperless environment which consisted of: software research and selection, staff training, and implementation of new policies and procedures related to Quality Control.
- Responsible for various management-level ad-hoc reporting including budget preparation, cash flow analysis, preparation of business plans, balance sheet trend analysis, and business valuations.

Tait, Weller & Baker, LLP
Audit Manager

January 2009 – September 2012

- Audit manager serving non-profit organizations (private schools, foundations, colleges / universities, social service organizations), employee benefit plans, and mutual funds. Responsibilities include:
 - Internal control documentation and review, and preparation of written recommendations in accordance with auditing standards.
 - Audit risk assessment procedures and other planning documentation.
 - Financial Statement (including Schedule of Expenditures of Federal Awards) preparation/review in accordance with U.S. GAAP and OMB Circular A-133.
 - Presentation of financial statements and other required communications to boards of directors and senior management.
 - Supervision of one to three staff on each audit engagement.
- Actively involved with the firm's hiring and recruiting process, including attending firm-wide recruiting events, interviewing candidates, and providing hiring recommendations.

Comcast, Inc
Accounting Supervisor

May 2007 – January 2009

- Responsible for the preparation and supervision of quarterly and annual balance sheet trend analyses presented to senior management.
- Assisted with the annual SOX internal control process documentations review.
- Responsible for external audit preparation for all fixed asset related activities of the company.
- Acted as the primary liaison between the accounting department and the external auditors.
- Preparation of a Capitalization Manual which was used company wide as company guidance.
- Supervised the company's fixed asset sub-ledger maintenance process.
- Responsible for developing departmental budgets.

McGladrey & Pullen, LLP
Staff / Senior Auditor

June 2005 to May 2007

- Audit senior serving non-profit organizations. Responsibilities included:
 - Internal control documentation, review, and preparation of written recommendations.
 - Lead auditor for complex and risky audit areas.
 - Financial Statement (including Schedule of Expenditures of Federal Awards) preparation in accordance with U.S. GAAP and OMB Circular A-133.
 - Supervision of lower level staff (generally one to two staff per engagement).
- Actively involved with the firm's recruiting program, including attending recruiting events, interviewing candidates, and providing feedback to managers responsible for hiring decisions.
- Actively involved with the firm's new hire training program which included both on the job training as well as presentations to new staff.

COMMUNITY SERVICE:

BeachGlow: Concerts for Charity

Board Treasurer, Secretary / VP of Accounting and Finance (volunteer)

- BeachGlow: Concerts for Charity is an all-volunteer 501(c)(3) organization in New Jersey. For more information, visit www.beachglowevent.com.
- On a voluntary basis, I am responsible for all accounting, tax, and financial related duties of the organization including general ledger maintenance, 990 preparation, State charitable registrations, bank reconciliations, contract review and approval, annual budgeting, cash flow projection, board presentations, risk management and insurance.

Max Matthews

Experience

Build the Future Education Collaborative, Philadelphia, PA

School Operations Coordinator Sept 2015—Present

- Assist with grant writing, management, and compliance, particularly for federal grants
- Assist in managing school based federal programs such as E-rate, National School Lunch Program, and Title I
- Research proposed and newly enacted legislation relating to education and school operations and synthesize for Build the Future staff and school administration
- Work with the Heads of Schools at the various Freire campuses to ensure smooth day-to-day operations and school compliance
- Work with the Director of Operations on school reporting with school authorizers
- Manage the bidding process for the purchase of goods and services
- Assist in developing policies, handbooks, contracts, and other written materials
- Assist in new school start-up activities, including purchasing, policy development, program development, and training
- Liaise with administrative staff in the business office
- Assist in preparing governance documents including agendas, board packets, and minutes
- Assist in ensuring a consistent standard of excellence across multiple campuses
- Perform ad-hoc reporting and administrative duties as needed

Vermont Humanities Council, Montpelier, VT

Community Programs Manager Jan 2013—Aug 2015

- Oversee the day-to-day operations of six public humanities programs and support the Director of Community Programs in developing, directing, and evaluating them
- Continually assess the effectiveness of program administration, identifying challenges and employing creative problem solving to independently implement more efficient processes
- Write and maintain program documents including internal policies, catalogues and guides for public consumption, and technical documents such as grant contracts
- Review and serve as the subject matter expert on federal regulations to ensure that procedures for the federal re-grants program are compliant
- Serve as the staff liaison on the grants review committee, including scheduling meetings, preparing materials for review, taking minutes, and writing committee reports
- Collect, review, and aggregate program data and narrative feedback, analyzing information for reporting to staff, the board of directors, funding sources, and the public
- Support development efforts through occasional grant writing and other activities
- Manage program accounting and monitor monthly profit & loss statements
- Participate actively in staff and committee meetings, demonstrating effective teamwork

Vermont Arts Council, Montpelier, VT

Volunteer Intern 2010, Office Clerk 2012

- Performed office duties including updating contact and grants database information, grant file updates and rotation, and assisting with mail campaigns

Education

The University of Massachusetts Amherst

Bachelor of Arts Degree in Arts Administration

- Broad range of liberal arts study
- Coursework in programming, strategic planning, grant writing, and fundraising for arts and cultural organizations using hands-on work with the Vermont Arts Council and the Vermont Humanities Council as case study organizations
- Prior undergraduate coursework at Wesleyan University (Middletown, CT), Yale University (New Haven, CT), New School University (New York, NY), and University of Oxford (UK)

Skills

- Advanced proficiency with the Microsoft Office suite, including Excel
- Excellent ability to manage workflow of numerous simultaneous projects
- Outstanding written and oral communication skills for a professional setting
- Exceptional organizational ability and attention to detail

David John Shahriari

Education:

Columbia University, Columbia College, New York, NY
Bachelor of Arts, May 2003

The Shipley School, Bryn Mawr, PA
High School Diploma, June 1999

Experience:

Freire Charter School, Head of Academic Supports
January 2009-Present

Co-leader of public charter high school

Lead and manage all aspects of the following areas with the school:

- School culture
- Safety and security
- Student discipline
- Facilities
- Technology
- Physical and emotional health services and programming
- Athletics
- Mediation and conflict resolution

Philadelphia Department of Public Health (PDPH), Senior Assistant to the Medical Director
June 2006-June 2008

- Assistant to physician responsible for medical oversight of all programs in PDPH
- Coordinated activities of Philadelphia's Division of Social Services Infection Control Committee, a multi-departmental body with representatives from ten city divisions, including PDPH
- Created informational pamphlets and posters dealing with infection control issues
- Researched and authored talking points to be used by city officials in interviews and press conferences
- Coordinated monthly lecture series for PDPH employees
- Performed extensive independent analytical research on a variety of health related topics
- Participated in multiple site visits to PDPH facilities in order to assess their medical operations and infection control practices.
- Assisted in administration, and attended meetings, of PDPH's Institutional Review Board

Medical Respiratory ICU, Thomas Jefferson University Hospital, Critical Care Technician
September 2004-May 2006

- Worked alongside doctors and nurses to provide care to critically ill patients
- Extensive duties including: inter-hospital transport of critically ill patients, phlebotomy, cardiac monitoring, performing electrocardiograms, performing CPR during code situations, measuring and recording vital signs, blood glucose testing, assisting patients with activities of daily living, and ensuring the proper functioning of patient ventilators and other respiratory therapies

Spector, Roseman, & Kodroff, P.C., Paralegal

August 2003-January 2004

- Responsible for communicating with clients via telephone and e-mail regarding class action securities lawsuits
- Conducted independent research for attorneys
- Edited and aided in preparation of various legal documents
- Conducted research using computerized sources and hard sources such as legal journals and texts
- Participated in extensive document reviews in locations around the country

School of Education, Drexel University, Assistant to Professor

Summer 2002

- Assisted in creation of robotics curriculum later implemented in Philadelphia area public schools
- Conducted independent research for grant proposals and for professor's college classes
- Co-conducted tech support for School of Education
- Chaperoned technology related field trips for Philadelphia area public school students

Presentations:

James L. Dean, Thomas Storey, Kalpana Vaidya, Khudsiya Khan, Caroline Johnson,
Esther Chernak, Shannon Fitzgerald, David Shahriari, Brenda Shields, Carmen I. Paris,
Local Public Health Response to the United States Repatriation Program

Presented as an oral presentation at the Pennsylvania Public Health Association Annual Meeting as part of the emergency preparedness session, Harrisburg, PA September 20-22, 2006

Community Organization Activity:

Member, Philadelphia Medical Reserve Corps, 2006 to present

Sarah K Grugan



Work Experience

Freire Charter School Philadelphia, PA
Assistant Head of Academics June 2015-Present

- Frequently observe teachers in walk-throughs and communicate feedback with a goal of improving their instruction
- Strictly enforce academic integrity and handle student academic dishonesty cases
- Efficiently field and find solutions for parent, staff and student academic concerns
- Thoughtfully plan, implement and evaluate teacher professional development

Freire Charter School Philadelphia, PA
Algebra I Teacher and Math Center Director August 2012-June 2015

- Cooperatively design math curriculum with Special Education and Mathematics Teams
- Consistently communicate with parents and students to increase student productivity and learning
- Served as a Classroom Mentor for a student teacher during the 2014-2015 academic year
- Effectively ran the Math Center (a support center that utilizes peer tutoring to ensure one-to-one support for students during the 2013-2014 and 2014-2015 academic years
- Encourage students to use math daily in order to help more students reach proficiency on the Keystone exams

Discovery Charter School Philadelphia, PA
7th and 8th Grade Mathematics Classroom Teacher September 2009-June 2012

- Consistently led grade team meetings and individual trainings with team
- Utilized all resources before, during and after school to help students improve throughout the year
- Experimented with discovery learning to enhance students' learning experience

Discovery Charter School Philadelphia, PA
Middle School Musical Director September 2010-June 2011

- Designed and organized materials, contacts and students to create a musical theater program
- Instilled self-confidence and creativity in students through practices and performances
- Fostered an outlet for students to experience the creative and performing arts

Radomile Academy of Dance Havertown, PA
Dance Teacher September 2005- June 2010

- Choreographed tap, jazz, ballet and hip hop dances for students ages five to eighteen
- Instilled creativity in students through vigorous exercises and games
- Maintained professionalism with students, parents and fellow teachers

"...I learned a lot this year...Thank you for never giving up on me..."Stephen Weatherly Jr, Former 7th/8th Grade Math Student

"Like most of you, I appreciate Ms. Grugan. She is a great example of the educator who always comes with an idea and/or solution and then does much of the grunt work. She gives every effort 300%. I appreciate her ideas and suggestions..." Crystal Nelson, Principal Discovery Charter School

"Thanks for all you do to make our school better. From my perspective specifically, thanks for being so organized and helpful with the math center..." Lucas Shinksie, Math Teacher and Coach Freire Charter School

Colonial School District
Director and Assistant Director of Musical

Plymouth Meeting, PA
December 2006-June 2009

- Artistically designed, staged and assistant choreographed Spring '09 musical
- Inspired students' creativity through theater games
- Communicated with parents and faculty to organize meetings and publicity for the shows
- Utilized extra time with students by assisting with homework and mentoring

Chinatown Learning Center
Lead Teacher, Assistant Teacher and Tutor

Chinatown, PA
June 2007-September 2008

- Cooperatively created lesson plans with other teachers for students ages four through thirteen
- Designed activities that helped to bridge the language barrier between students and teachers
- Assisted students during after school and summer programs to enrich their academic experience

“... Thank you so much for being her school parent, and reporting to us the positive feedback.... With this team work, I am assured that Armani will continue to move forward beyond her potential...” Ms. Thameenah Monroe, Parent of Former 7th Grade Student

Certification

PA Certification in Elementary Education (K-6)
PA Certification in Middle Level Mathematics (7-9)
PA Certification in Mathematics (7-12)

Education

Drexel University
Bachelor of Science in Education: Concentration Elementary Education
Minor: Corporate and Public Relations

Philadelphia, PA
GPA: 3.91
Graduation: June 2009

Saint Joseph's University
Master of Science: Special Education

Philadelphia, PA
GPA: 3.95
Graduation: January 2015

Temple University
Principal Certification Program

Philadelphia, PA
Projected Completion: August 2017

“...Thank you for really thinking about how to best support me, when to give me independence and for giving me a realistic experience. Your communication and check-ins were wonderful...”Helen Uttarotai, University of Pennsylvania GSE Student Teacher 2014-2015

Honors

- Graduated Summa Cum Laude June 2009, Drexel University
- Awarded as an Outstanding Cooperative Education Student May 2009, Drexel University
- First Honors Award for the '05-'06, '06-'07, '07-'08 and '08-'09 School Year, Drexel University
- Awarded the Virginia C. Miller Scholarship 2006-2007 and 2007-2008, Drexel University

KYLE HORNE

EXPERIENCE

Freire Charter School – Philadelphia, PA

Asst. Head of Academic Supports August 2015-Present

- Co-Lead all operations involving discipline, family therapy, mediation, lunch department, facilities, IT, athletics, safety operations, emergency procedures, and senior activities.

Director of Operations August 2014-July 2015

- Manage facilities, athletics and IT at both HS and MS
- Manage lunch department
- Senior Activities Coordinator
- Assist Head of Academic Supports in daily operations

Associate Dean August 2013-July 2014

- Assist Dean in disciplinary matters
- Senior Activities Coordinator
- Assist Head of Academic Supports in daily operations

Administrative Supports February –July 2013

- Assist Head of Academic Supports and Dean

Administrative Supports February 2012-March 2012

- Assisted Head of School with legal, hiring, business, and educational aspects of opening a middle school which is now successfully operating this year.
- Prepared budget for \$1m educational grant, adhering to all legal requirements.
- Tutor Math and Spanish.

Teacher (1 year) November 2007-July 2010

- Teach two Math courses and serve as assistant Algebra I teacher.

Administrator (3 years)

- Manage the school's online database through PowerSchool and PowerTeacher.
- Ensure school's compliance with state through PA Information Management System (PIMS).
- Support on-site IT with SMART Board and computer issues.

Coach

- Head Varsity Track and Field, Head Cross Country, Head Boys' JV Basketball, Assistant Girls' Varsity Volleyball and Head Girls' JV Volleyball.

Assistant to the Director of College Counseling (2 years)

- Counsel 76 seniors through the entire college process with 98% matriculation rate.

Assistant to the Head of School (2 years)

- Assist the Head of School in matters concerning the PA Dept. of Education, the Philadelphia School District and the school itself.
- Assist Head of Administration with financial matters and employee clearance forms.

Department of the Navy – Philadelphia, PA

July 2006-October 2007

Human Resources Specialist

- Hire engineers, specialists, program managers and administrators for civilian positions.

Penn/West Philadelphia Basketball League – Philadelphia, PA

September 2003-May 2006

Founding Member, Coach and Tutor

- Establish a yearly basketball league for 80+ children from an underprivileged neighborhood.

Center for Community Partnerships, UPenn – Philadelphia, PA

September 2002-May 2006

Work-Study and Americorps Scholarship Recipient (20 hrs./wk.)

- Serve as a tutor, teacher's aide, mentor and computer tech in local high schools.

EDUCATION

TEFL Certification/Diploma

January 2011

Universidad de Buenos Aires – *Buenos Aires, Argentina*

Fall 2010

Intermediate Spanish Course

University of Pennsylvania – *Philadelphia, PA, U.S.A.*

May 2006

B.A. in History and Minor in Sociology, Magna Cum Laude and Dean's List

Americorps Member

University of Melbourne – *Melbourne, Australia*

February-June 2005

Blair Academy – *Blairstown, NJ, U.S.A*

May 2002

ACTIVITIES, SKILLS & INTERESTS

- Fluent in Spanish. Proficient in PowerSchool, PowerTeacher, and SMART Board. Certified in CPR.
- International travel, sports, writing, yoga, reading and guitar.

PROFILE: Seasoned and well-rounded sales professional with progressive responsibility in sales and sales management in the telecommunications and performance improvement industries. Experience includes C-level complex selling, national accounts, direct, indirect and retail sales, P&L responsibility, new team building and channel development experience.

EXPERIENCE: ITA Group, Philadelphia, PA (SOHO Based) October 2010 – Present
Business Development Manager

- Responsible for new business development targeting C-Level decision makers at Fortune 500 accounts in the Philadelphia, New York City Metro and Washington DC Metro markets. Target industries include; technology, telecom, financial services and automotive. Extensive network of high level decision makers in these industries.
- Significant wins include large enterprise systems which target direct and indirect sales performance and referrals.
- Recruited by ITA Group to grow market share and technology platform sales in the Northeast region.
- ITA Group is a full service performance improvement company specializing in sales, employee and consumer loyalty initiatives.

BI Worldwide, Bala Cynwyd, PA December 2005 – October 2010
Business Development Director

- Responsible for new business development targeting C-Level decision makers at Fortune 500 accounts in the Philadelphia Market. Client industries included; telecom, retail, financial services, insurance, automotive and food.
- Numerous new business sales and significant penetration of target accounts. Strong mix of product sales including incentive and recognition technology platforms, training and group event management. This is a high revenue, complex sale of an intangible product with an 18-24 month sale cycle.
- BI is a full service performance improvement and marketing agency specializing in behavior change initiatives.

USA Mobility, Inc., Alexandria, VA (SOHO Based) June 1999 – September 2005
Director of National Accounts

- Managed a twelve-member sales team exclusively targeting Fortune 1000 companies.
- Responsible for P&L and strategic direction of the National Accounts Division with an annual revenue base of \$100 million.
- Developed and implemented new Strategic Selling process. Created analytical tools for field application. Revised compensation plan for team.
- Lead participant in contract and price negotiations.
- Began with WebLink Wireless in June 1999. Retained by Metrocall after acquisition in 2004. Retained by USA Mobility after merger of Metrocall and Arch Wireless in November 2004. At the time, USA Mobility was the nation's largest provider of paging products and other wireless services with 2004 revenues of \$790 million.

Comcast Cellular, Wayne, PA

June 1992 - June 1999

Manager, Direct Sales and General Sales Manager

- Managed a forty member business-to-business direct sales group selling cellular products for the market share leader in the Philadelphia and surrounding areas.
- Started as General Sales Manager in the Delaware market managing all distribution including direct, indirect, corporate and retail sales. Launched National Accounts program, opened numerous retail stores and grew direct and indirect sales channels. After reorganization to channel management, led the direct sales team for all Comcast Cellular markets.
- Consistently exceeded monthly goals for net additions and revenues. Awarded Platinum Club status multiple times for exceptional sales performance.

Metromedia Paging, Ridgefield Park, NJ

April 1988 – June 1992

Regional Sales Manager, Direct Sales

- Managed a ten member business-to-business direct sales team in the New York/New Jersey market for the nation's largest paging carrier.
- Started as Account Executive. Promoted to Team Leader and then Regional Sales Manager.
- Developed a sales training and orientation program used for account executives nationwide.

EDUCATION:

Temple University, Fox School of Business & Management

Master of Business Administration, August 2003

Concentration: Marketing

Temple University, Fox School of Business & Management

Bachelor of Business Administration

Major: Marketing & Human Resources Administration

AWARDS:

Beta Gamma Sigma Honor Society – Temple MBA Program

Dean's Certificate of Excellence – Temple MBA Program

ACTIVITIES:

Board of Directors and Secretary, Freire Charter Schools, Philadelphia, PA

C.V. Gerald H. Escovitz, M.D.

Born June 26, 1936, Boston, MA

Education

Harvard College - A.B. cum laude 1958

State University of New York - M.D. 1962

Board Certified: Internal Medicine and Gastroenterology, 1972

Employment

Jefferson Medical College (1969 – 1971)

Assistant Professor and Deputy Director, Regional Medical Program

Medical College of Pennsylvania (1971 – 1990)

Vice Dean and Professor of Medicine

Allegheny Health Education and Research Foundation (1992 – 1999)

Senior Vice President

Hunter Consulting Group (1999 – 2001)

Consultant

Retired 2001

Relevant Activities

Freire Charter School (2001 – Present)

Vice Chair, Board of Directors

American College of Physicians (1990 – 1992)

Consultant in International Medical Education

Association of American Medical Colleges (1986 – 1987)

National Chairman, Group on Medical Education

Society of Medical School Directors of Continuing Education (1983 – 1984)

President

National Institutes of Health (1978 – 1979)

Fogarty International Fellow

U.S. Public Health Service (1966 – 1968)

Branch Chief, Bureau of Health Manpower

Bruce R. Lesser



Education

Villanova University School of Law
Juris Doctor, 1973

Pennsylvania State University
Bachelor of Arts, 1969

Professional Experience

Chief Executive Officer
Martin Enterprises USA LLC, Doylestown, PA
January 2006-Present

Of Counsel
Blank Rome LLP, Philadelphia, PA
April 2009-Present

Partner/Chairperson of Financial Services Group
Wolf Block LLP, Philadelphia, PA
January 1997-March 2009

Professional Affiliations and Memberships

American Bar Association

Pennsylvania Bar Association

Philadelphia Bar Association

Board of Advisors:

- IL Hedge LLC
- Patriot Financial

Boards of Directors:

- Freire Charter School
- MacAulay Brown Inc
- Smarter Agent

Bar Admissions

Pennsylvania

DAVID J. BRYANT

David J. Bryant, age 56, has been Research Capital Corporation's Senior Vice President, Chief Financial Officer and Treasurer since June 2006. From 2005 to 2006 Mr. Bryant served as Senior Vice-President, Real Estate Services, at Pennsylvania Real Estate Investment Trust, a publicly-traded (NYSE: PEI) REIT principally engaged in owning, managing, developing and leasing malls and strip centers in the eastern United States. From 2000 to 2005, Mr. Bryant served as PEI's Senior Vice President -Finance and Treasurer, and was its principal accounting officer. From 1994 to 2000, Mr. Bryant was Vice President -Finance and Controller at PEI and its predecessor, The Rubin Organization. Mr. Bryant is also a certified treasury professional and a non-active certified public accountant.

BRUCE A. LEVINE



ACADEMIC APPOINTMENTS

- Drexel University**, Assistant Clinical Professor, School of Education, Philadelphia, PA
Education Policy July 2011 – present
- Drexel University**, Director, Education Policy program Philadelphia, PA
July 2011-Present

Research and Teaching Interests

- Public-Private Partnerships
- Career and Technical Education/Workforce Development
- American Education Policy and US Competitiveness
- Civics Education
- Urban Education
- Education Technology and Legal Issues
- Private Sector Involvement in Education



Ed.D Dissertation Committees:

Lauren Rand, The Impacts of Grade Retention: Benefits and Challenges Perceived by Retained Middle School Students, 2013

Victor Dike, Technical and Vocational Education and Training (TVET):
Understanding the Nigerian Experience, 2013

Awards

**2013-14 Samuel Mercer Jr. Teaching Award, Drexel University, Goodwin College,
School of Education for excellence in teaching**

2011 Award for contributions to Goodwin

EDUCATION

University of Pennsylvania, Fels Center of Government, Masters in Public
Administration, 1991

New York University, School of Law, Juris Doctor, 1981

Hamilton College, Bachelor of Arts in American Studies, magna cum laude, 1977

PROFESSIONAL EXPERIENCE

Drexel University Philadelphia, PA 2005-2013
Director, Business Strategy and Development
Goodwin College of Professional Studies

Responsible for identifying and identifying promising new initiatives and partnerships in support of growth of School of Education, School of Technology and Professional Studies, and The Math Forum. Manage projects for the Dean's office, ranging from pursuit of grants to community outreach to development of new academic programs. Also taught School Law course to School of Education graduate students.

J Street Consulting Washington, DC 2005-Present
Partner

Partner in three-person firm focusing on strategy consulting to business, government, and non-profit organizations; branding and marketing strategy; and serving as interim executive team for start-ups. Specialty in working on economic/workforce development and education projects and in commercialization of technologies.

Synergia Global Potomac, MD 2003-2005
Partner

Partner in small firm involved in business development and strategy consulting and implementation, with particular focus on technology firms, start-ups, not-for-profits, and universities.

GW Solutions Washington, DC 2001-2003
COO

Responsible for strategic direction and day to day operations of pioneering for-profit subsidiary of The George Washington University, with over 80 employees at its peak, established to serve as a portal for organizations seeking the University's expertise in content areas and in training. Particular focus on developing contractual relationships with government, not for profit and private sector organizations and developing revenue streams for University.

Admine.com, Inc. Herndon, VA 2000-2001
Executive Vice President/COO/Acting CEO

Responsible for strategic direction and day-to-day operations of B2B start-up company developing an online marketplace for "used" advertising campaigns. At different points in my tenure, key duties included identifying strategic partners; managing strategic analysis activities; overseeing the sales and operations functions; taking lead role in human resources and recruitment; and working to attract investment capital.

Deloitte and Touche Tysons Corner, VA 1996-2000
Senior Manager

Leader of practice within firm's Management Solutions group, performing strategy consulting assignment for diverse clientele, including major not-for-profits, public sector organizations, start-ups, and corporations. Clients included Goodwill Industries; Massachusetts Development Finance Agency; Pennsylvania Department of Commerce; and Greater Washington Board of Trade.

Fantus Consulting Bethesda, MD 1994-1996
Senior Manager

Responsible for growing public sector practice of largest U.S. site selection and economic development consulting firm until time it was purchased by Deloitte. Particular focus was on real estate and economic development strategy engagements across the United States, including military base reuse (BRAC) projects.

Booz Allen and Hamilton Bethesda, MD 1990-1994
Senior Associate

Lead consultant for management and strategic consulting engagements in the firm's Technology Center, with specific focus on policy and program matters for the US Environmental Protection Agency.

Baer Marks and Upham New York, NY 1986-1989
Associate Attorney

Specialized in representation of tax-exempt entities, including foundations, charitable trusts, universities, and advocacy organizations

Skadden Arps Slate Meagher and Flom New York, NY 1984-1986
Associate Attorney

Practiced with Business Reorganization practice of the then second-largest US law firm, representing bankruptcy trustees, Chapter 11 debtors, and creditors in work-outs and litigation

Esanu Katsky Korins and Siger New York, NY 1982-1984
Bressler Lipsitz and Rothenberg New York, NY 1981-1982

Practiced with two boutique law firms specializing in state and federal court litigation

SELECTED PROFESSIONAL ASSOCIATIONS AND COMMUNITY ACTIVITIES

AERA

University Economic Development Association

Washington DC Higher Education Group

Education Law Association

Member of Board of Directors, Audenried Charter High School, Philadelphia, PA

Bar Memberships: States of New York and Pennsylvania, and District of Columbia; United States District Court--Southern and Eastern Districts of New York

Leadership Montgomery, Montgomery County, Maryland, Class of 1995

Board of Directors, Chairman, Workforce Solutions Group of Montgomery County—
Current

Lead Strategist, Political Campaigns of Several Candidates for Maryland State legislature

United States Senate

WASHINGTON, DC 20510

October 1, 2015

Ms. Lourdes Rivery, Program Officer
Charter Schools Program, Office of Innovation and Improvement
U.S. Department of Education
400 Maryland Avenue SW, Room 4W255
Washington, DC 20202-5970

RE: Charter Schools Program Grants for Non-State Educational Agencies

Dear Ms. Rivery:

I am pleased to provide my support for TECH Freire Charter School's application for a U.S. Department of Education's Charter Schools Program grant.

Recently the School Reform Commission of the School District of Philadelphia approved five new charter schools, and TECH Freire was chosen. Philadelphia's existing Freire Charter High School has a 17 year record of success in closing the achievement gap and preparing the city's urban students for college. Freire's four-year graduation rate is approximately 85%, compared to an average of just 47% in Philadelphia neighborhood public schools. Similarly, 89% of Freire alumni enroll in college, as opposed to 47% from neighborhood schools. These academic results speak for themselves, and the school's unique culture of nonviolence, problem solving, and critical thinking will lead to positive social change beyond the test scores and academic achievement measures.

TECH Freire will offer the same core liberal arts curriculum as Freire has for 17 years, and will add a focus on computer science and entrepreneurship. Philadelphia is the 8th largest region in the country for STEM employment opportunities, yet the options for Philadelphia's youth to receive an education that will prepare them for these careers are limited. TECH Freire will provide a quality option to meet this need and serve as an example of this type of entrepreneurial school. Furthermore, TECH Freire will prepare hundreds of minority students for careers in fields such as software development that are currently underrepresented in minority populations. If awarded, TECH Freire will increase the number of high quality charter schools, and will improve academic outcomes and learning environments for a large number of students living in poverty.

In order to assist in these efforts with this project, I respectfully request that you give their application all due consideration. Thank you for your attention to this matter.



Pat Toomey
United States Senator



TECH Freire

Charter High School

Appendix E: Additional Information

- i. Proof of non-profit status (Articles of Incorporation, Bylaws, IRS Form 1023)
- ii. Charter
- iii. Evidence of Submission to Chartering Authority
- iv. Excerpt of Contract with Build the Future Education Collaborative

i. Proof of non-profit status

- **Articles of Incorporation**
- **Bylaws**
- **IRS Form 1023**



**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Articles of Incorporation-Nonprofit

(15 Pa.C.S.)

- Domestic Nonprofit Corporation (§ 5306)
- Nonprofit Cooperative Corporation (§ 7102B)

**M. BURR KEIM COMPANY
COUNTER PICK-UP**

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania
ARTICLES OF INCORPORATION-NON-PROFIT 4 Page(s)

Fee: \$125



T1429655115

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperation corporation, hereby state(s) that:

1. The name of the corporation is:
TECH Freire Charter School

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
<u>2027 Chestnut Street</u>	<u>Philadelphia</u>	<u>PA</u>	<u>19103</u>	<u>Phila.</u>

(b) Name of Commercial Registered Office Provider _____ County _____
w/o: _____

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.
BASIC education of children.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. Check one of the following:
 The corporation is organized on a non-stock basis.
 Option for Nonprofit Cooperative Corporation Only: The corporation is organized on a stock share basis.

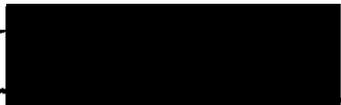
6. For Nonprofit Corporation Only:
~~(Strike out if inapplicable): The corporation shall have no members.
(Strike out if inapplicable): The incorporators constitute a majority of the members of the committee authorized to incorporate _____ by _____ the requisite vote required by the organic law or the association for the amendment of such organic law.~~

7. For Nonprofit Cooperative Corporation Only:
Complete and strike out the inapplicable term: The corporation is a cooperative corporation and the common bond of membership among its (members) (shareholders) is: _____

8. The name(s) and address(es) of each incorporator(s) is (are) (all incorporators must sign below):
Name(s) Address(es)
Kelly Davenport 

9. The specified effective date, if any, is:
____ month ____ day ____ year ____ hour, if any

10. Additional provisions of the articles, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the incorporator(s) has/have signed these Articles of Incorporation this _____ day of _____,


Signature

Signature

Signature

R I D E R
TO THE ARTICLES OF INCORPORATION
OF
TECH Freire Charter School

The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:

Basic education of children.

The corporation is organized exclusively for charitable, literary, scientific, religious and educational purposes provided for under Section 501(c)(3) of the Internal Revenue Code of 1986 and does not contemplate pecuniary gain or profit, incidental or otherwise.

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes.

No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the preparation or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. The corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

BYLAWS
TECH FREIRE CHARTER SCHOOL

ARTICLE I

NAME

This Pennsylvania non-profit corporation shall be known as the TECH Freire Charter School (hereinafter by name or the “Corporation”).

ARTICLE II

PURPOSE

As set forth in the Articles of Incorporation (the “Articles”), the TECH Freire Charter School is organized exclusively for charitable and educational purposes, specifically, to provide basic education for children. TECH Freire Charter School shall provide rigorous academic and applied learning for urban young people in grades 9 through 12, and will continue to establish programs consistent with its mission from time to time as determined by the Board of Directors.

ARTICLE III

LOCATION

1. The registered office of the TECH Freire Charter School shall be at 2027 Chestnut Street, Philadelphia, PA 19103.
2. The TECH Freire Charter School may also have offices at such other places as the Board of Directors may from time to time appoint or the activities of the Corporation may require.

ARTICLE IV

MEMBERS

1. The sole member of the Corporation shall be the Freire Charter School (the “Member”).

2. The Member or its designee shall appoint the initial Board of Directors. Subsequent Directors of the Corporation shall be selected by the Member in accordance with these By-Laws.

ARTICLE V

THE BOARD OF DIRECTORS

1. Generally. The Board of Directors shall be the “Board of Trustees” as that term is used in the Pennsylvania Charter School Law, 24 P.S. § 17-1701-A *et seq.* In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles or by these By-Laws directed or required to be exercised or done by any other body.

2. Powers Reserved to Member. The Directors of the Corporation shall not take the following action without a duly adopted resolution from the Board of Directors of the Member authorizing such action:

- a. Any action modifying the provisions of these By-Laws concerning the composition, term, election, and/or appointment of Directors;
- b. Any action that would result in a change to the purpose of the Corporation, as defined in the Articles;
- c. Any action concerning dissolution or bankruptcy of the Corporation; or
- d. Any action that would result in a transfer of all or a substantial portion of the Corporation’s assets.

3. Initial Composition, Term and Election:

The initial Directors of the Corporation shall be appointed by the Member. The length of the term for each of the initial Directors shall be at the discretion of the Member.

4. Composition, Term and Election.

The Board of the Corporation shall be composed of not less than five (5) and not more than fifteen (15) Directors, two (2) of whom shall be parents of currently enrolled TECH Freire students and two of whom shall be non-voting Student Directors. All Directors of the Corporation shall be elected by the Member, with the exception of the two non-voting Student Directors, who shall be elected from the current enrollment by the Head of School. Parent Directors and non-voting Student Directors shall be elected and seated at the first meeting of the Board occurring after the first day of school of the 2016-2017 school year. Directors (with the exception of the initial Directors as outlined in Section 3 above) shall be elected to hold office for the term of two (2) years and may be elected to consecutive terms without limit as to the number of terms. The Head of School shall also be an *ex officio*, non-voting Director. A Director shall not as a private person engage in any business transaction with the School, or be employed in any capacity by the School, or receive any pay of any kind from the School. Directors shall at all times comply with the PA Public Official and Employee Ethics Act.

5. Notice. Notice of any regular meeting shall be given at least seven (7) days prior to the meeting by written notice delivered by first class mail, facsimile, email, or in person. Notice of any special meeting shall be given at least five (5) days prior to the meeting by written notice delivered personally or mailed to each director, or by notice given at least two (2) days prior to the meeting by email, telephone or facsimile or other similar device. If mailed, such notice shall be deemed to be delivered three (3) days after

such notice deposited in the U.S. mail so addressed, with postage thereon prepaid. A director waives notice of a regular or special meeting by attending or participating in the meeting unless, at the beginning of the meeting, he objects to the holding of the meeting or transaction of business at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs to be specified in the notice or waiver of notice of such meeting. Whenever notice is required by law, by the Articles or incorporation or these By-Laws, a waiver thereof in writing signed by the Director or other person entitled to said notice, whether before, at or after the time stated therein, shall be equivalent to such notice.

6. Quorum. A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Provided that at least one Director is physically present at the published location of the meeting, Directors may participate in a meeting of the Board or a committee of the Board by means of conference telephone or by any means by which all persons participating in the meeting are able to communicate with one another, and such participation shall constitute presence in person at the meeting.

7. Annual and Regular Meetings. The Board shall hold its annual meeting within Philadelphia County for purposes of election of officers and reorganization in June of every year. Regular meetings of the Board may be held at such times as the Board may determine but not less than twice each fiscal year.

8. Special Meeting. Special meetings of the Board may be called at any time by the Chairperson(s) or shall be called upon the written request of twenty-five percent or more of the Directors delivered to the Secretary. Any such request by Directors shall state the time and place of the proposed meeting, and upon receipt of such request it shall be the duty of the Secretary to issue the call for such meeting promptly. If the Secretary shall neglect to issue such call, the Directors making the request may issue the call. Such meetings shall comply with the Sunshine Act.

9. Committees of the Board.

(i) Committees Generally.

- a. Any committee of the Board shall serve at the pleasure of the Board.
- b. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member.

(ii) Standing Committees.

- a. The Executive Committee of the board shall consist of five (5) members: the Chairman, who shall sit as chair of the committee, Vice Chairman, Secretary and Treasurer and one (1) at-large Director. The Head of School shall sit on this committee as a non-voting member. The Executive Committee may act on matters not expressly reserved for the Board as a whole or another standing

committee. The Executive Committee shall be the direct supervisor of the Head of School. The Chairman or his/her designee may call meetings with 24 hours notice.

- b. The Finance Committee shall consist of the Treasurer, who shall sit as chair of the committee, and two (2) at-large voting members. The Head of School may sit on the committee as a non-voting member. The Finance Committee shall assist in the preparation, review and evaluation of annual budgets and financial reports.
- c. The Audit Committee will be established with membership and mission to be determined by the Chair of the Board.

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

11. Removal of a Board Member. A Director may be removed by an affirmative vote of two-thirds (2/3) of all voting Directors for any of the following reasons, or for any such reason as the Board in its judgment determines to be in the best interests of the Corporation:

- Failure to perform his duties as a Board member;
- Failure to organize or neglect of duty;
- Missing more than three meetings in one fiscal year without reasonable justification; or

- Violating any of the obligations set forth in the Pennsylvania Charter School Law and other laws applicable to the governing of charter schools; Any officer or agent may be removed by the Board when in its best judgment the best interest of the corporation will be served.

12. Employees of the Corporation. The Board shall have the authority to employ, discharge and contract with necessary professional and nonprofessional employees subject to the school's Charter and the provisions of the Public School Code of 1949, 24 P.S. § 1-101 *et seq.*, and shall discharge its duties in this regard in accordance with applicable law.

13. Vacancies.

a. If the office of any officer, one or more, becomes vacant for any reason, the Board may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

b. Vacancies on the board shall be filled by a vote of the majority of the remaining members of the board.

c. The Board may declare vacant the office of a Director if he is declared to be of unsound mind by an order of court or is convicted of a felony, or if within sixty days after notice of his selection, he does not accept such office either in writing or by attending a meeting of the Board, and fulfill such other requirements of qualification as the By-Laws may specify.

14. Fiduciary Duties and Standard of Care:

- a. A Director of the corporation shall stand in a fiduciary relation to the Corporation and shall perform his duties as a Director, including his duties as a

member of any committee of the board upon which he may serve, in good faith, in a manner he reasonably believes to be in the best interest of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared by any of the following:

- i. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented.
 - ii. Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.
 - iii. A committee of the Board upon which he does not serve, duly designated in accordance with law, as to matters within its designated authority, which the Director reasonably believes to merit confidence.
- b. A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause his reliance to be unwarranted.
- c. In discharging the duties of their respective positions, the Board of Directors, committees and the Board and individual Directors may, in considering the best interests of the Corporation, consider the effects of any action upon employees, upon suppliers and students of the school and upon communities in which

offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of this section.

- d. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interests of the Corporation.
- e. In accordance with Article VII below, a Director of the corporation shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:
 - i. The Director has breached or failed to perform the duties of his office under this section.
 - ii. The breach or failure to perform constitutes self-dealing, willful misconduct, or another breach or failure as outlined in Article VII below.
- f. The provisions of this section shall not apply to:
 - i. The responsibility or liability of a Director pursuant to any criminal statute; or
 - ii. The liability of a Director for the payment of taxes pursuant to local, State or Federal law.

15. Powers and Duties: The Board of Directors shall have the authority to decide matters related the TECH Freire Charter School (the “School”), including but not limited to, budgeting, curriculum and the employ, discharge and contracting with necessary

professional and non-professional employees subject to the school's charter and the provisions of this article and the authority to:

- a. Sign a written charter with any duly seated governing body of the School District of Philadelphia;
- b. Establish and maintain policies governing the operation of the School;
- c. Adopt the School calendar;
- d. Appoint or dismiss school administrators, teachers and other employees;
- e. Adopt textbooks and courses of study;
- f. Adopt the annual budget;
- g. Buy or sell land;
- h. Locate new buildings or change the locations of old ones;
- i. Create or increase indebtedness;
- j. Designate depositories for school funds;
- k. Invest the School's funds consistent with sound business practice. Authorized types of investments for the school shall be:

1. United States Treasury Bills;
2. Short-term obligations of the United States Government or its agencies or instrumentalities;
3. Deposits into savings accounts or time deposits or share accounts of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts

above the insured maximum, provided that approved collateral as provided by law therefore shall be pledged by the depository;

4. Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision; and
5. Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. 80a-1 *et seq.*) as defined in PA 24 P.S. 4-440.a of the Pennsylvania School Code.

Note: All investment shall be subject to standards set forth in PA 24 P.S. 4-440.a of the Pennsylvania School Code;

- l. Determine salaries or compensation of administrators; teachers or other employees of the School; and
- m. Enter into contracts with and make appropriations to an intermediate unit, school district, or Area Vocational/Technical School for the School's proportionate share of the cost of services provided or to be provided by the foregoing entities.

ARTICLE VI

CORPORATE OFFICERS

1. **General Conditions:** The Board shall elect officers from its membership. Several corporate offices may be held by an individual at the discretion of the Board of Directors.
2. **Officers:** The Board shall have the following officers: One (1) Chairman, Vice-Chairman, Secretary and Treasurer. Officers shall be elected at the first meeting of the Board, at subsequent Annual Meetings, or at other meetings as the Board may from time to time designate, for a two (2) year term. There is no limit on how many terms Officers may serve.
 - a. The Chairman may individually call meetings, preside at meetings, sign contracts, appoint members of the standing and *ad hoc* committees (with the advice and consent of the Executive Committee whenever possible), and make temporary appointments upon the resignation or dismissal of any officer. The Chairman is an *ex officio* member of all committees; however, unless a voting member of a committee, he may vote only to break a tie.
 - b. The Vice Chairman acts in the absence of the Chairman and assumes all the powers stated under "Chairman." In the case of a vacancy in the office of the Chairman, the Vice Chairman shall become acting Chairman until the next Annual Meeting or until such time that a new Chairman becomes duly elected.
 - c. The Secretary shall attend all sessions of the Board and act as clerk thereof, and shall record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, and shall perform such

other duties as may be prescribed by the Board or Chairman, under whose supervision he shall be. He shall keep in safe custody the corporate seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it.

- d. The Treasurer shall have responsibility for oversight over all financial matters of the Corporation and shall present an annual financial report (in accordance with Article VIII below) for the previous fiscal year no later than at the Annual Meeting, as well as interim reports to the board.

ARTICLE VII

PERSONAL LIABILITY AND INDEMNIFICATION OF CERTAIN OFFICERS

7.1 **Definitions.** For purposes of this Article VII:

- (a) "Charter School" means the TECH Freire Charter School named at the beginning of these By-laws, and if it is involved in any consolidation or merger, each constituent Charter School absorbed in, and each surviving or new Charter School surviving or resulting from, such consolidation or merger;
- (b) "Liability" means any compensatory, punitive or other damages, judgment, amount paid in settlement, fines, penalty, excise tax assessed with respect to an employee benefit plan, and cost or expense of any nature whatsoever including, without limitation, attorneys' fees and costs of proceedings;
- (c) "Indemnified Capacity" means any and all past, present and future

service by a Representative in one or more capacities:

- (i) as a Director, officer, employee or agent of the Charter School;
or
 - (ii) at the request of the Charter School, as an officer, employee, agent, director, trustee, or fiduciary of another Charter School or any partnership, joint venture, trust, employee benefit plan, or other entity, enterprise or undertaking, including service as a representative that imposes duties on or involves service by the representative with respect to an employee benefit plan, its participants or beneficiaries;
- (d) "Proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Charter School, or otherwise; and
- (e) "Representative" means any person who: (i) serves or has served as a Director, officer, employee or agent of the Charter School; or (ii) has been expressly designated by the Board of Directors as a Representative of the Charter School for purposes of and entitled to the benefits under this Article VII.

7.2 **Indemnification.** Subject to the subsequent provisions of this Section 7.2 and of Section 7.3, the Charter School shall, to the fullest extent permitted by law, indemnify a Representative against any Liability actually and reasonably incurred

by the Representative in connection with any Proceeding in which he or she may be involved as a party or otherwise by reason of the fact that the Representative is or was serving in an Indemnified Capacity including, without limitation, any Liability resulting from an actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence, or act or omission giving rise to strict or products liability, except to the extent: (a) the conduct of the Representative is determined by a court to have constituted willful misconduct or recklessness; (b) the conduct of the Representative is based upon or attributable to his or her receipt from the Charter School of a personal benefit to which the person is not legally entitled; (c) the liability of a Representative is with respect to the administration of assets held by the Charter School in trust pursuant to Section 5547 of the Pennsylvania Nonprofit Law of 1988, as amended; or (d) such indemnification is expressly prohibited by applicable law or otherwise is unlawful.

- (a) The Charter School shall indemnify a Representative under the preceding provisions of this Section 7.2 only if the Representative acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Charter School and, with respect to any criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be in, or not opposed to,

the best interests of the Charter School and, with respect to any criminal proceedings, had reasonable cause to believe that his or her conduct was unlawful. Action with respect to an employee benefit plan taken or omitted in good faith by a Representative in a manner that he or she reasonably believed to be in the best interests of the participants and beneficiaries of the plan shall be deemed to be action in a manner that is not opposed to the best interests of the Charter School.

- (b) The Charter School shall not indemnify a Representative under the preceding provisions of this Section 7.2 with respect to any claim, issue or matter as to which the Representative has been adjudged to be liable to the Charter School in a Proceeding brought by or in the right of the Charter School to procure a judgment in its favor, unless (and then only to the extent that) the court of common pleas of the judicial district embracing the county in which the Charter School's registered office is located or the court in which the action was brought determines upon application that, despite the adjudication of Liability but in view of all of the circumstances of the case, the Representative is fairly and reasonably entitled to indemnification from the Charter School for the expenses that such court deems proper.
- (c) Unless ordered by court, any indemnification of a Representative under preceding provisions of this Section 7.2 shall be made by the Charter School only upon a determination made in the specific case that such indemnification of the Representative is proper in the circumstances

because he or she has met the applicable standard of conduct set forth in the preceding provisions of this paragraph. Such determination shall be made by the Member.

- (d) To the extent that a Representative has been successful on the merits or otherwise in defense of any proceeding referred to in Section 5741 or Section 5742 of the Pennsylvania Nonprofit Law of 1988, as amended, or in defense of any claim, issue or matter therein, such Representative shall be indemnified by the Charter School against expenses (including without limitation attorneys' fees and costs of Proceedings) actually and reasonably incurred by such person in connection therewith.
- (e) If a Representative is entitled to indemnification under this Section 7.2 in respect of a portion, but not all, of a Liability to which the Representative is subject, the Charter School shall indemnify the Representative to the maximum extent for such portion of the Liability.

7.3 Limitation on Indemnification. Notwithstanding any other provision of this Article VII, the Charter School shall not indemnify a Representative under this Article VII for any Liability incurred in a Proceeding which was initiated by the Representative (which shall not be deemed to include counter-claims or affirmative defenses) or in which the Representative participated as an intervener or *amicus curiae*, unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Board of Directors.

7.4 **Advancement of Expenses.** The Charter School shall pay, in advance of the final disposition of a Proceeding described in Section 7.2 or the initiation of or participation in a Proceeding authorized under Section 7.3, the expenses (including without limitation attorneys' fees and costs of Proceedings) incurred in good faith in connection with such Proceeding by the Representative who is involved in the Proceeding by reason of the fact that he or she is or was serving in an Indemnified Capacity. Such advancement of expenses shall be made by the Charter School upon its receipt of an undertaking, satisfactory to the Charter School, by or on behalf of the Representative to repay to the Charter School the amounts advanced by the Charter School in the event it is ultimately determined that the Representative is not entitled to indemnification under this Article VII.

7.5 **Insurance.** To effect, secure or satisfy the indemnification and contribution obligations of the Charter School, whether under this Article VII or otherwise, the Charter School from time to time may self-insure, obtain and maintain insurance or letters of credit, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or give a mortgage upon or a security interest in any property of the Charter School, or use any other mechanism or arrangement, in such amounts, at such costs, and upon such other terms and conditions as and when the Board shall determine. Absent fraud, the determination of the Board with respect to such matters shall be conclusive against all security holders, officers, and Directors, and shall not be subject to avoidance or voidability.

- 7.6 **Payment of Expenses.** A person who is entitled to indemnification or advancement of expenses from the Charter School under this Article VII shall receive such payment or advancement promptly after the person's written request therefore has been delivered to the Secretary of the Charter School.
- 7.7 **Interpretation.** The provisions of this Article VII shall constitute and be deemed to be a contract between the Charter School and its Representatives, pursuant to which the Charter School and each such Representative intend to be legally bound. Each person serving as a Representative shall be deemed to be doing so in reliance upon the rights provided by this Article VII. The rights granted by this Article VII shall not be deemed exclusive of any other rights to which persons seeking indemnification, advancement of expenses or contribution under this Article VII may be entitled under any statute, agreement, vote of Directors or disinterested Directors, or otherwise, both as to action in an Indemnified Capacity and as to action in any other capacity. The rights to indemnification, advancement of expenses and contribution provided by this Article VII shall continue as to a person who no longer serves as a Representative, and shall inure to the benefit of his or her heirs and personal and legal representatives.
- 7.8 **Proper Reliance.** An Indemnified Representative shall be deemed to have discharged his or her duty to the Charter School if he or she relied in good faith on information, advice or an opinion, report or statement prepared by:
- (a) one or more officers or employees of the Charter School whom such

Indemnified Representative reasonably believes to be reliable and competent with respect to the matter presented;

- (b) legal counsel, public accountants or other persons as to matters the Indemnified Representative reasonable believes are within the professional expert competence of such persons; or
- (c) a committee of the Board of Directors on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

7.9 **Binding Effect.** All rights to indemnification under this Article VII shall be deemed a contract between the Charter School and the Indemnified Representative pursuant to which the Charter School and each Indemnified Representative intent to be legally bound. Any repeal, amendment or modification of this Article VII shall be prospective only and shall not affect any right or obligations then existing.

7.10 **Non-exclusive Remedy.** The indemnification of Indemnified Representatives, as authorized by this Article VII, shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under any statute, agreement, vote or disinterested Directors or otherwise, both as to action in an official capacity and as to action in any other capacity. The indemnification and advancement of expenses provided by or granted pursuant to this Article VII shall continue as to a person who has ceased to be an Indemnified

Representative in respect of matters arising prior to such time, and shall insure to the benefit of the heirs, executors, administrators and personal representatives of such person.

- 7.11 **Indemnified Representative.** Each person who shall act as an Indemnified Representative of the Charter School shall be deemed to be doing so in reliance upon the rights of indemnification provided by this Article VII.

ARTICLE VIII

ANNUAL REPORT

The Treasurer shall present annually to the Board a report showing in appropriate detail the following:

- a. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report.
- b. The principal changes in assets and liabilities, including trust funds, during the year immediately preceding the date of the report.
- c. The revenue of receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation.
- d. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the corporation. This report shall be filed with the minutes of the Annual Meeting of the Board of Directors.

ARTICLE IX

INTERPRETATION

The Board of Directors is hereby vested with the authority to interpret these By-Laws.

ARTICLE X

SUNSHINE ACT

Meetings of the Board of Directors shall comply with the provisions of the Sunshine Act, 65 P.S. § 701 *et seq.*.

ARTICLE XI

FISCAL YEAR

The Fiscal year of the corporation shall run from July 1 to June 30.

ARTICLE XII

INSURANCE

The Board will purchase and maintain insurance, in such scope and amounts as the Board deems appropriate, on behalf of any person who is or was a Board member, against any liability asserted against, or incurred by him or her in any such capacity arising out of his or her status as such.

ARTICLE XIII

AMENDMENTS

Subject to the limitations contained in Article V, Sections 2(a) through 2(d) above, these By-Laws can be amended by a majority vote of the members present and voting at any regular or special meeting of the Board.

ARTICLE XIV

NONDISCRIMINATION POLICY

The Corporation shall not discriminate against any person on the basis of age, race, religion, sex, sexual orientation or creed. It shall heretofore remain the official policy of the TECH Freire Charter School to admit students of any race, color, national and ethnic origin to all rights, privileges, programs and activities generally accorded or made available to students at the school. The TECH Freire Charter School does not discriminate on the basis of race, color, age, sex or national and ethnic origin in administration of its education policies, admission policies, hiring policies, scholarship and aid programs and other school administered programs and operations.

**Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code**

(00) OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

▶ (Use with the June 2006 revision of the Instructions for Form 1023 and the current Notice 1382)

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
TECH FREIRE CHARTER SCHOOL		Scott Solomon	
3 Mailing address (Number and street) (see instructions)		Room/Suite	4 Employer Identification Number (EIN)
2027 CHESTNUT STREET			47-3965219
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 - 12)	
PHILADELPHIA, PA 19103		06	
6 Primary contact (officer, director, trustee, or authorized representative) a Name: WILLIAM C. RAY, CPA		b Phone: [REDACTED]	
		c Fax: (optional)	
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<i>Exh. b, c</i>			
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: WWW.FREIRECHARTERSCHOOL.ORG			
b Organization's email: (optional) BILL.RAY@FREIRECHARTERSCHOOL.ORG			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		10 / 17 / 2014	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. (See instructions.) **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1 Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing certification of filing with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. Yes No *Exhibit A*
- 2 Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. Yes No
- 3 Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. Yes No
- 4a Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. Yes No
- b Have you been funded? If "No," explain how you are formed without anything of value placed in trust. Yes No
- 5 Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. Yes No *Exhibit B*

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1 Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language. Location of Purpose Clause (Page, Article, and Paragraph): Exhibit A, Page 7, Para. 1 - 3
- 2a Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
- 2b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. Exhibit A, Page 7, Para. 6
- 2c See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past*, *present*, and *planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Exhibit C

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Scott Solomon	Chair	[REDACTED]	NONE
Gerald Escovitz	Vice Chair		NONE
David Bryant	Treasurer		NONE
Bruce Lesser	Secretary		NONE
Bruce Levine			NONE

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Vacant	Head of School	.....	\$100,000.00
Vacant	Head of Academics	.....	\$75,000.00
Vacant	Head of Academic Support	.....	\$70,000.00
Vacant	Head of Academic Affairs	.....	\$70,000.00
Vacant	Director of Student Services	.....	\$65,000.00

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A		
		
		
		
		

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

- 2a Are any of your officers, directors, or trustees **related** to each other through **family** or **business** relationships? If "Yes," identify the individuals and explain the relationship. Yes No
- b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No
- c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No

- 3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties. **Exhibit C**
- b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No

- 4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.
 - a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No **Exhibit D**
 - b Do you or will you approve compensation arrangements in advance of paying compensation? Yes No **Exhibit E**
 - c Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No **L**

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? Yes No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? Yes No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. Yes No
 - b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
 - c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

*Exhibit D
- To be adopted
at next meetings.*

- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. Yes No

- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. Yes No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least **fair market value**. Attach copies of any written contracts or other agreements relating to such sales. Yes No

- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. Yes No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at **arm's length**.
- e Explain how you determine you pay no more than **fair market value** or you are paid at least **fair market value**.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b** Describe any written or oral arrangements you made or intend to make.
- c** Identify with whom you have or will have such arrangements.
- d** Explain how the terms are or will be negotiated at arm's length.
- e** Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f** Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a** In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b** In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2** Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3** Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1** Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. Yes No
- 2** Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1** Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a** Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b** Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a** Do you or will you operate bingo or **gaming activities**? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b** Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c** List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) **Yes** **No**

- | | |
|---|--|
| <input checked="" type="checkbox"/> mail solicitations | <input type="checkbox"/> phone solicitations |
| <input checked="" type="checkbox"/> email solicitations | <input checked="" type="checkbox"/> accept donations on your website |
| <input checked="" type="checkbox"/> personal solicitations | <input type="checkbox"/> receive donations from another organization's website |
| <input type="checkbox"/> vehicle, boat, plane, or similar donations | <input checked="" type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**

5 Are you affiliated with a governmental unit? If "Yes," explain. **Yes** **No**

6a Do you or will you engage in economic development? If "Yes," describe your program. **Yes** **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. **Yes** **No**

b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. Yes No
-
- 12a** Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. Yes No
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. Yes No
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. Yes No
- d** Identify each recipient organization and any relationship between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following:
- (i) Do you require an application form? If "Yes," attach a copy of the form. Yes No
- (ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. Yes No
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
-
- 14a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. Yes No
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. Yes No
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. Yes No
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. Yes No

Part VIII Your Specific Activities (Continued)

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. Yes No
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. Yes No
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. Yes No
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(h)? If "Yes," explain. Yes No
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. Yes No
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. Yes No
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. Yes No
- 22** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. Yes No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

A. Statement of Revenues and Expenses

Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years			(e) Provide Total for (a) through (d)
	(a) From... <u>10/7/14</u> To... <u>6/30/15</u>	(b) From... <u>7/1/15</u> To... <u>6/30/16</u>	(c) From... <u>7/1/16</u> To... <u>6/30/17</u>	(d) From... <u>7/1/17</u> To... <u>6/30/18</u>	
1 Gifts, grants, and contributions received (do not include unusual grants)	0	0	379,800	540,465	920,265
2 Membership fees received	0	0	0	0	0
3 Gross investment income	0	0	0	0	0
4 Net unrelated business income	0	0	0	0	0
5 Taxes levied for your benefit	0	0	0	0	0
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	0	0	0
7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	0	0	0	0	0
8 Total of lines 1 through 7	0	0	379,800	540,465	920,265
9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	0	0	3,150,585	4,717,731	7,868,316
10 Total of lines 8 and 9	0	0	3,530,385	5,258,196	8,788,581
11 Net gain or loss on sale of capital assets (attach schedule and see instructions)	0	0	0	0	0
12 Unusual grants	0	0	0	0	0
13 Total Revenue Add lines 10 through 12	0	0	3,530,385	5,258,196	8,788,581
14 Fundraising expenses	0	0	0	0	
15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)	0	0	0	0	
16 Disbursements to or for the benefit of members (attach an itemized list)	0	0	0	0	
17 Compensation of officers, directors, and trustees	0	0	0	0	
18 Other salaries and wages	0	0	2,075,383	3,058,676	
19 Interest expense	0	0	1,500	1,500	
20 Occupancy (rent, utilities, etc.)	0	0	704,945	1,137,377	
21 Depreciation and depletion	0	0	0	0	
22 Professional fees	0	0	55,000	100,000	
23 Any expense not otherwise classified, such as program services (attach itemized list)	0	0	654,931	921,351	
24 Total Expenses Add lines 14 through 23	0	0	3,491,759	5,218,904	

TECH Freire Charter School

EIN #47-3965219

Part IX (Financial Data) - Line 23 - Detail of "OTHER EXPENSES"

	Year 1	Year 2	Year 3	Year 4
	2014-15	2015-16	2016-17	2017-18
Central Management Office Fee	\$ -	\$ -	\$ 278,431	\$ 416,656
<u>General & Special Ed Costs</u>				
Instructional Materials	-	-	15,000	20,000
Instructional Software	-	-	20,000	25,000
Books	-	-	20,000	30,000
Substitutes	-	-	20,000	25,000
Professional Services	-	-	10,000	15,000
APS Tuition & Transportation	-	-	23,000	47,380
Other Expenses	-	-	2,000	2,060
Total Instruction Costs	-	-	110,000	164,440
Nurse	-	-	2,000	2,060
<u>Office of the Principal</u>				
Supplies	-	-	4,000	4,120
Meals / Food	-	-	3,000	3,090
Travel	-	-	2,000	2,060
Recruiting / Advertising	-	-	15,000	15,450
Consultants	-	-	10,000	10,300
Printing & Binding	-	-	5,000	5,150
Other Expenses	-	-	5,000	5,150
Total Office of the Principal	-	-	44,000	45,320
<u>General & Administrative</u>				
Supplies	-	-	18,000	20,000
Leased Office Equipment	-	-	1,500	1,545
Postage	-	-	13,000	16,000
Accountant / Auditor	-	-	51,000	52,530
Other Expenses	-	-	5,000	5,150
Total Office / Administrative	-	-	88,500	95,225
<u>Communications & Technology Infrastructure</u>				
IT Consultants	-	-	20,000	20,600
Maintenance & Repairs	-	-	25,000	25,750
Purchased Computer Equipment	-	-	25,000	40,000
Software	-	-	10,000	10,300
Copier Purchase	-	-	-	-
Communications - Pre E-Rate Discount	-	-	60,000	60,000
Communications - erate discount	-	-	(54,000)	(54,000)
Supplies	-	-	12,000	14,000
Other IT Expenses	-	-	-	-
Total Communications & Technology	-	-	98,000	116,650
<u>Student Activities</u>				
Student Activities & Scholarships	-	-	30,000	50,000
Sports	-	-	-	30,000
Total Student Activities	-	-	30,000	80,000
<u>Food Program</u>				
Supplies	-	-	1,000	1,000
Equipment	-	-	3,000	-
Total Food Program	-	-	4,000	1,000
TOTAL OTHER EXPENSES	-	-	654,931	921,351

Part X Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

Year End: **2015**

Assets		(Whole dollars)
1	Cash	0
2	Accounts receivable, net	0
3	Inventories	0
4	Bonds and notes receivable (attach an itemized list)	0
5	Corporate stocks (attach an itemized list)	0
6	Loans receivable (attach an itemized list)	0
7	Other investments (attach an itemized list)	0
8	Depreciable and depletable assets (attach an itemized list)	0
9	Land	0
10	Other assets (attach an itemized list)	0
11	Total Assets (add lines 1 through 10)	0
Liabilities		
12	Accounts payable	0
13	Contributions, gifts, grants, etc. payable	0
14	Mortgages and notes payable (attach an itemized list)	0
15	Other liabilities (attach an itemized list)	0
16	Total Liabilities (add lines 12 through 15)	0
Fund Balances or Net Assets		
17	Total fund balances or net assets	0
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	0
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. (See instructions.)

- 1a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
 - a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b** 509(a)(1) and 170(b)(1)(A)(ii)—a school. Complete and attach Schedule B.
 - c** 509(a)(1) and 170(b)(1)(A)(iii)—a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, g, or h or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety.
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status.

- 6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling.

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)

(Type or print name of signer)

(Date)

(Type or print title or authority of signer)

For IRS Use Only

IRS Director, Exempt Organizations

(Date)

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii).
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box.
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box.
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box.

- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. Yes No

Schedule B. Schools, Colleges, and Universities

If you operate a school as an activity, complete Schedule B

Section I Operational Information

- 1a Do you normally have a regularly scheduled curriculum, a regular faculty of qualified teachers, a regularly enrolled student body, and facilities where your educational activities are regularly carried on? If "No," do not complete the remainder of Schedule B. Yes No
- b Is the primary function of your school the presentation of formal instruction? If "Yes," describe your school in terms of whether it is an elementary, secondary, college, technical, or other type of school. If "No," do not complete the remainder of Schedule B. Yes No
Exhibit C
- 2a Are you a public school because you are operated by a state or subdivision of a state? If "Yes," explain how you are operated by a state or subdivision of a state. Do not complete the remainder of Schedule B. Yes No
- b Are you a public school because you are operated wholly or predominantly from government funds or property? If "Yes," explain how you are operated wholly or predominantly from government funds or property. Submit a copy of your funding agreement regarding government funding. Do not complete the remainder of Schedule B. Yes No
- 3 In what public school district, county, and state are you located?
PHILADELPHIA SCHOOL DISTRICT, PHILADELPHIA COUNTY, PA
- 4 Were you formed or substantially expanded at the time of public school desegregation in the above school district or county? Yes No
- 5 Has a state or federal administrative agency or judicial body ever determined that you are racially discriminatory? If "Yes," explain. Yes No
- 6 Has your right to receive financial aid or assistance from a governmental agency ever been revoked or suspended? If "Yes," explain. Yes No
- 7 Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," explain how that entity is selected, explain how the terms of any contracts or other agreements are negotiated at arm's length, and explain how you determine that you will pay no more than fair market value for services. Yes No

Note. Make sure your answer is consistent with the information provided in Part VIII, line 7a.

- 8 Do you or will you manage your activities or facilities through your own employees or volunteers? If "No," attach a statement describing the activities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and how these managers were or will be selected. Also, submit copies of any contracts, proposed contracts, or other agreements regarding the provision of management services for your activities or facilities. Explain how the terms of any contracts or other agreements were or will be negotiated, and explain how you determine you will pay no more than fair market value for services. Yes No

Note. Answer "Yes" if you manage or intend to manage your programs through your own employees or by using volunteers. Answer "No" if you engage or intend to engage a separate organization or independent contractor. Make sure your answer is consistent with the information provided in Part VIII, line 7b.

Section II Establishment of Racially Nondiscriminatory Policy

Information required by Revenue Procedure 75-50.

- 1 Have you adopted a racially nondiscriminatory policy as to students in your organizing document, bylaws, or by resolution of your governing body? If "Yes," state where the policy can be found or supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy as to students before submitting this application. See Publication 557. Yes No
Exhibit C
- 2 Do your brochures, application forms, advertisements, and catalogues dealing with student admissions, programs, and scholarships contain a statement of your racially nondiscriminatory policy? Yes No
 - a If "Yes," attach a representative sample of each document.
 - b If "No," by checking the box to the right you agree that all future printed materials, including website content, will contain the required nondiscriminatory policy statement.
- 3 Have you published a notice of your nondiscriminatory policy in a newspaper of general circulation that serves all racial segments of the community? (See the instructions for specific requirements.) If "No," explain. Yes No
Exhibit C
- 4 Does or will the organization (or any department or division within it) discriminate in any way on the basis of race with respect to admissions; use of facilities or exercise of student privileges; faculty or administrative staff; or scholarship or loan programs? If "Yes," for any of the above, explain fully. Yes No

Part XI User Fee Information

You must include a user fee payment with this application. It will not be processed without your paid user fee. If your average annual gross receipts have exceeded or will exceed \$10,000 annually over a 4-year period, you must submit payment of \$850. If your gross receipts have not exceeded or will not exceed \$10,000 annually over a 4-year period, the required user fee payment is \$400. See instructions for Part XI, for a definition of gross receipts over a 4-year period. Your check or money order must be made payable to the United States Treasury. User fees are subject to change. Check our website at www.irs.gov and type "User Fee" in the keyword box, or call Customer Account Services at 1-877-829-5500 for current information.

- 1 Have your annual gross receipts averaged or are they expected to average not more than \$10,000? Yes No
 If "Yes," check the box on line 2 and enclose a user fee payment of \$400 (Subject to change—see above).
 If "No," check the box on line 3 and enclose a user fee payment of \$850 (Subject to change—see above).
- 2 Check the box if you have enclosed the reduced user fee payment of \$400 (Subject to change).
- 3 Check the box if you have enclosed the user fee payment of \$850 (Subject to change).

I declare under penalty of perjury that the information on this application, including the information on behalf of the above organization and that I have examined this to the best of my knowledge it is true, correct, and complete.

Please Sign Here

[Redacted Signature]

I declare under penalty of perjury that the information on this application, including the information on behalf of the above organization and that I have examined this to the best of my knowledge it is true, correct, and complete.

SCOTT SOLOMON

(Type or print name of signer)

9/29/15
(Date)

President

(Type or print title or authority of signer)

Reminder: Send the completed Form 1023 Checklist with your filled-in-application.

Form 1023 (Rev. 12-2013)

ii. Charter

Contract No. 0028/F16

School Reform Commission
Resolution No. SRC-17
June 18, 2015

**CHARTER FOR
TECH FREIRE CHARTER SCHOOL**

This Charter (the “Charter”) is made and entered into as of July 1, 2016 (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 **TECH FREIRE CHARTER 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 2221-2225 North Broad Street, Philadelphia, Pennsylvania, 19132. 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, on or about November 15, 2014, the founding coalition of the Charter School submitted to the SRC an application to operate the Charter School; and

WHEREAS, on June 18, 2015, the SRC adopted Resolution SRC-17, 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-17, dated June 18, 2015 (“Resolution”) is attached hereto as Exhibit A and are 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**. On or before July 1, 2016, the Charter School shall provide the following documentation (“Required 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 and addresses (including email addresses) 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 dated copy of the Charter School’s Internal Revenue Service (“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 or a copy of the determination letter issued by the IRS stating that the Charter School is a federally tax exempt entity as described in Section 501(c)(3) of the Internal Revenue Code;
6. an affidavit signed by the chair of the Board of Trustees, 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;
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 signed lease or recorded deed for each facility the Charter School shall utilize during the Term (as defined herein) of the Charter;
9. a valid Certificate of Occupancy or memorandum that a new Certificate of Occupancy is not required for use as a school, issued by the City of Philadelphia Office of Licenses and Inspections for each facility the Charter School shall utilize during the Term of the Charter;
10. 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;
11. the Statement of Assurances, and all Application appendices and attachments referred to therein (collectively, the “Statement of Assurances”), attached hereto as Exhibit C; and
12. any contracts for the provision of management, consulting or similar services to the Charter School.
13. A locally developed curriculum establishing alignment with Pennsylvania standards for all grade levels to be served. Such curriculum shall include specific provisions for English as Second Language students.
14. A plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards.
15. Budget documents which demonstrate that the Charter School has performed adequate financial planning for the opening and operation of the Charter School.

16. Plan documents for any 403(b) deferred compensation retirement plan for the Charter School, outlining the terms, conditions and benefits of the plan, including an employer contribution;

E. **Application of the Charter School.** The application and any amendments, and the representations, certifications and assurances set forth therein (collectively, the “Application”), are hereby incorporated in this Charter as if set forth herein in full. The Charter School and the School District acknowledge and agree that there are differences between the terms of this Charter and the terms of the Application, including without limitation, the provisions related to the Charter School facility, enrollment in different school years, and grades served in different school years. The Charter School and the School District acknowledge and agree that 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 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. 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 E 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.

H. **Conditions.** Pursuant to the Resolutions the Charter School must comply with certain conditions (the "Conditions") as set forth in the Resolutions and in this Paragraph. Failure to comply with the Conditions may be a basis for revocation or nonrenewal of the Charter School's Charter.

1. The Board of Trustees shall ensure that all trustees, officers, administrators, and relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
2. The Board of Trustees shall adopt an Admissions Policy and Process which complies with the Public School Code and Charter School Law and which includes provisions on application deadlines, recruitment communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, lottery dates, and results, in a form that is acceptable to the Charter Schools Office. The Admissions Policy and Process shall provide that if seats open during the school year in 9th grade, the Charter School shall accept new students from the waiting list in appropriate order for 9th grade or new applicants if there are no applicants for 9th grade on the waiting list. If seats open in grades other than 9th grade, the Charter School shall seek to fill the open seats in the best way feasible. The Admissions Policy and Process also shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after requested by the Charter Schools Office.

3. The Board of Trustees shall adopt a retention plan to provide supports and to implement other measures to ensure that the Charter School will have a 9th grade to 12th grade retention rate which is at least equivalent to the Philadelphia charter school high school average.
4. The Board of Trustees shall adopt Bylaws and shall provide a copy of the Bylaws and a list of names and addresses of the Board of Trustees of the Charter School to the Charter Schools Office no later than July 1, 2016. The Bylaws and the Board list shall demonstrate that none of the Board members of the Charter School serve on the Board of Trustees of the management company.
5. The Board of Trustees shall submit to the School District signed Statements of Financial Interest as required by the Public Official and Employee Ethics Act and the Charter School Law annually, pursuant to guidelines established by the Charter Schools Office.
6. The Board of Trustees shall submit to the School District by August 31, 2016 the Charter School's plan to develop and implement a comprehensive English Language Learning policy and educational program which complies with 22 Pa. Code Chapter 4 and is aligned with Pennsylvania standards for all grade levels served.
7. A plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards; such a plan shall be monitored annually by the School District to ensure that all students requiring services are identified appropriately and are provided such services.
8. The Board of Trustees shall ensure that the dates, times, and locations of scheduled Board meetings are posted on the Charter School's website. Furthermore, minutes from Board meetings shall be posted on the Charter School's website within two weeks of approval by the Board of Trustees.
9. The contract between the Charter School and the Charter School's management company, Build the Future, that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of the Charter School or services to be provided to the Charter School, including specific provisions on management fees, which shall be approved by the respective governing boards of each entity, in a form that is acceptable to the Charter Schools Office.
10. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 75% of the Charter School's professional staff are certified in accordance with the Charter School Law.

11. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 100% of the Charter School's teachers with primary responsibility for direct instruction in one or more of No Child Left Behind's core academic subjects demonstrate that they satisfy the definition of a "Highly Qualified Teacher".
12. The Board of Trustees shall ensure that all employees have required federal and state criminal and child abuse background checks during the term of the Charter. The Board of Trustees shall submit a signed affidavit to the School District annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.

ARTICLE II. APPLICABLE LAWS

- A. **Compliance with Applicable Laws:** The Charter School shall comply with the Resolutions, 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 for a term of three (3) years and shall commence on July 1, 2016 and shall end on June 30, 2019 (“the Term”), unless revoked or not renewed sooner pursuant to the terms of this Charter and Applicable Laws.

ARTICLE IV. OPERATIONS AND MANAGEMENT

- A. **Operation of Charter School.** Subject to 24 P.S. §17-1714-A, the terms of this Charter and Applicable Laws, the Charter Board shall be responsible for the operation of the Charter School and shall decide all matters relating to the Charter School, including but not limited to the following: budgeting, curriculum development, testing, operating procedures, hiring and firing of Charter School staff, contracting with necessary professional and nonprofessional employees and all other powers provided by Applicable Laws.
- B. **School Calendar.**
1. The School Calendar shall show the dates on which the Charter School is in session, 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 30th of each calendar year in order for School District offices, including without limitation, Transportation and Food Services, if applicable, 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 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 §711.21, 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.** The Charter School shall submit to the Charter Schools Office the contract between the Charter School and the Charter School's management company that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of the Charter School or services to be provided to the Charter School, including specific provisions on management fees, which shall be approved by the respective governing boards of each entity, in a form that is acceptable to the Charter Schools Office.
- 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 of the dates, times and locations of 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 or the Charter School's website a true, correct and complete copy of all notices or other acts scheduling any such special or emergency meeting of the Charter Board with the dates, times and locations of such meetings.
3. The Charter School shall post on the Charter School's website the minutes from Board meetings within two weeks after approval of such minutes by the Board of Trustees.

L. **Charter School Facilities.**

The Charter School shall operate a charter school only at the following location: 2221-2225 North Broad Street, Philadelphia, PA 19132. The Charter School shall not suspend nor terminate operations, nor relocate from the premises at which the Charter School proposes to operate as set forth in the Application without the prior written consent of the Charter Schools Office. The Charter School shall properly maintain the Charter School facility in compliance with all Applicable Laws.

- 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.

ARTICLE V. CURRICULUM, SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNERS

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”) and on the Keystone Exams as provided for in 22 Pa. Code Ch. 4, or subsequent regulations promulgated to replace or amend 22 Pa. Code Ch. 4, in the manner in which the School District is scheduled to participate.

B. Special Education.

1. The Charter School, as a LEA, shall provide appropriate special education services in accordance with Applicable Laws, to all students enrolled in the Charter School.
2. The Charter School shall comply with the “Provision of Special Education Services to Charter School Students: Guidelines,” a copy of which is attached hereto as Exhibit C-2 and incorporated as if fully set forth herein.
3. The Charter School agrees to provide to the School District a de-identified list of all students enrolled in the Charter School who are attending out-of-Charter School programs, such as approved private schools, including the names and types of programs, the grade levels of such students, and the costs of such placements, by January 31st of every year during the Term of the Charter. The Charter School further agrees that if a student is in the highest grade at the Charter School, and the Charter School is recommending a more restrictive environment for the student, the Charter School shall notify the School District of the recommendation.

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

ARTICLE VI. STUDENT ENROLLMENT

A. Student Enrollment.

1. The School District and the Charter School acknowledge and agree that the Charter School will enroll students only in grades 9 through 12 with a maximum of 300 students in school year 2016-17, 450 students in school year 2017-18, and 580 students in school year 2018-19 and during any renewal term of the charter, unless the parties agree in writing to other terms.
2. The Charter School acknowledges and agrees that under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth in section VI(A) nor enroll students in different grades, without SRC approval by resolution.

B. Student Admissions.

1. The Charter School has agreed that the Charter School shall have an admission preference for students living in the Strawberry Mansion High School ("Strawberry Mansion") catchment area in that sixty percent (60%) of the new students enrolling in any given year shall reside in the Strawberry Mansion catchment area.
2. If enrollment slots are still available after admitting (i) students having sibling or founder preferences and (ii) applicants residing in the Strawberry Mansion catchment area for 60% of new students enrolling in any given year, the Charter School shall fill the remaining slots on a random basis in accordance with Section 17-1723-A. 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 Section VI.B.1.
3. In addition to providing copies of School Enrollment Forms, annually on or before August 15th, the Charter School shall provide documentation to the Charter Schools Office demonstrating that the Charter School has given priority to applicants residing in the Strawberry Mansion catchment area for 60% of new students enrolling in any given year. Additionally, upon request, the Charter School shall provide information about its recruitment efforts in the Strawberry Mansion catchment area.
4. The Charter School shall enroll students in accordance with Applicable Laws and 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 ("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 implement an admissions policy that complies with Applicable Laws, its Application, and additional requirements as set forth in Charter Schools Office procedures on admission and enrollment policies.
7. The Charter School shall submit Enrollment Forms to the School District for each student enrolled in the Charter School within ten (10) days after receipt by the Charter School. Each Enrollment Form shall be signed by the student's parent(s) or legal guardian(s).
8. The Charter School acknowledges and agrees that the School District and the Commonwealth of Pennsylvania shall not provide any per-pupil 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. 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 truancy elimination procedures developed by the Philadelphia Court of Common Pleas Family Court, the Department of Human Services, the Mayor's Office of the City of Philadelphia, and the School District and with Applicable Laws regarding truancy. The Charter School shall adopt a truancy elimination program including provisions for truancy intervention plans for Charter School students with more than three (3) unexcused absences. The Charter School shall report to the School District's Office of Truancy and Attendance in electronic format by

email all unexcused absences of any duration greater than three (3) 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.

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

1. The Charter School shall adopt a Student Code of Conduct with suspension and expulsion provisions in compliance with Applicable Laws.
2. The Charter School shall provide annually, pursuant to Charter Schools Office guidelines, a list of students recommended for expulsion, the reason for such expulsion, and whether the student withdrew prior to expulsion.
3. 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 Principal, 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 accordance with Section 1714-A(h)(1) of the Charter School Law, 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;

and (2) a copy of any public record developed at any dismissal proceeding conducted by the Charter School.

B. Licensure and Qualifications of Staff.

1. The Charter School shall ensure that all staff utilized in providing educational services at the Charter School have all necessary licenses, certifications and credentials required by this Charter and Applicable Laws, including without limitation the seventy-five percent (75%) certification requirement under the Charter School Law and the one hundred percent (100%) highly-qualified teacher (“HQT”) requirement under the NCLB.
2. Personnel of the Charter School who provide special education or related services to children with disabilities shall have appropriate certification as required by Applicable Laws.
3. Personnel of the Charter School who provide services to students who are English Language Learners 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 employed by 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 employed by the Charter School, in accordance with 23 Pa. C.S. Ch. 63 Subch. C.2. This provision shall also apply to all others to the extent required by Applicable Law.

ARTICLE VIII. STUDENT RECORDS

- A. Except as limited by Applicable Law, and as required under 17-1728-A of the Charter School Law, the Charter School shall, with respect to each student enrolled in the Charter School, maintain and make available to the School District within ten (10) days after receipt of a request (which need not take the form of notice under Article XVIII., Section M. below) therefor, or such shorter period as may be provided under Applicable Law, all information required by the School District, including but not limited to: academic performance, demographic information (to the extent practicable), attendance, transfers, report cards, standardized test results, special education, truancy, disciplinary matters and health, at such times, in such reasonable format or formats, and by such reasonable means

as the School District requires of its own public schools according to School District policies. If the School District requires any of such information at a time, in a format or by a means not specified in School District policy, the School District shall make a request (which in the discretion of the School District may, or may not, take the form of notice under Article XVIII., Section M. below) to the Charter School therefor, stating with reasonable specificity the information required from the Charter School, and the Charter School shall have not less than forty-five (45) days from the date of such request to comply with said request for information, or such shorter period as may be provided under Applicable Law. To enable the Charter School to accumulate, maintain and furnish such information, the School District shall give to the Charter School access to the SCN. The School District and the Charter School each mutually covenant and agree to cooperate in a reasonable manner as to notices, timely response, expense of copying and delivering records, formats of reports and other pertinent matters, in order to facilitate timely exchange of the records and information required under this subparagraph, subject in any event to 17-1728-A of the Charter School Law.

- B. Except to the extent expressly waived by the School District and, as applicable, state or federal authorities, the Charter School shall comply with all Applicable Laws concerning the maintenance and disclosure of student records.
- C. The Charter School shall adopt a policy for the collection, maintenance, and dissemination of student records as required by 22 Pa. Code Chapter 12. Such policy shall include provisions (i) on the disposition of student records in the event the Charter School's charter is not renewed or is revoked and (ii) on the maintenance of student records after a student graduates from the Charter School. Additionally, such policy shall provide that upon transfer of a student from the Charter School to another school within the School District, the Charter School will forward such student's records expeditiously and in accordance with the School District's reasonable instructions.
- D. The Charter School shall comply with all federal student record requirements as outlined in 20 U.S.C. 1232g and the regulations promulgated there under, 34 C.F.R. Part 99 et seq. (commonly known as the Family Educational Rights and Privacy Act or "FERPA"), and in the IDEA regulations, 34 C.F.R. Part 300 et seq. The School District hereby designates employees of the Charter School as having a legitimate educational interest such that they are entitled access to education records pursuant to FERPA. The Charter School, its officers and employees, shall comply with FERPA at all times.
- E. The School District will make available to the Charter School for review any existing copies of student records in its possession which pertain to any students who enroll in the Charter School, including academic records, disciplinary records, Individualized Education Programs ("IEPs") and previous standardized test scores promptly after execution of this Charter and prior to the commencement of each successive academic year. The School District shall maintain its existing records for such period as may be required under any Applicable Law or under applicable School District records retention policies, whichever is the longer, at the School District's expense. The Charter School shall ensure that the information required by the SCN is properly maintained and

provided by the Charter School's staff in the manner and at the times required by the School District.

- F. 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.

ARTICLE IX. TESTING, REPORTS AND SURVEYS

- 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 scores on the PSSA, PASA (Pennsylvania Alternative State Assessment), and Keystone Exams, if applicable, and all other tests and exams required by Applicable Laws.
- B. **Charter School Annual Reports.** By August 1st of each year, the Charter School shall submit through the Pennsylvania Department of Education website or such other means required by Pennsylvania Department of Education the Charter School's complete Annual Report completed in accordance with Applicable Laws, including but not limited to 24 P.S. §17-1728-A and 22 Pa. Code §711.6, in the form prescribed by the Secretary. The Charter School shall also, upon written request made by the School District, provide the School District with any other records necessary to properly assess the performance and operations of the Charter School under the charter school performance framework, pursuant to Charter Schools Office procedures.
- C. **School District Surveys of Charter Schools.** The Charter School understands that the School District may conduct surveys of charter school teachers, students and parents/guardians as part of efforts to collect information on charter school programs. The Charter School agrees to participate in and to work cooperatively with the School District on such efforts.

ARTICLE X. ACCOUNTABILITY

- A. **Charter School Performance Framework.**
The Charter School agrees to participate in the School District's charter school performance framework and monitoring system as set forth and updated in the School District charter school policies and procedures. The charter school performance framework will include annual assessment of the charter school's academic, financial, and organizational performance. Organizational performance shall include review of the School's admissions policies and practices, discipline practices, special education programming, English Language Learner programming, and Board of Trustees governance in order to assess compliance with this agreement and relevant state and local

laws and policies. Financial performance shall include review of financial health and generally accepted standards of fiscal management.

The Charter School acknowledges that achieving the performance objectives identified in the performance framework is critical to meeting the needs of students in the School District. The Charter School shall actively monitor its own progress towards achieving objectives identified in the performance framework. If the Charter School continues to fail to meet standards for academic performance, organizational compliance, and/or financial stewardship, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.

B. Academics.

1. The Charter School agrees to adopt and administer the most current version of the PSSA assessments and the Keystone Exams.
2. The Charter School agrees to submit to the School District all student level data required for assessment of academic performance as part of the charter school performance framework.
3. For each year during the three (3)-year Term of this Charter, the Charter School shall use its best efforts to achieve a School Performance Profile (“SPP”) score of 70 or better, the Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education's Accountability System pursuant to NCLB.
4. If the Charter School achieves a ranking in the bottom two levels on the School District’s academic accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools for two consecutive years during the Term of the Charter, with at least one year in the bottom one level, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
5. 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.

C. **Charter Board Governance and Management.**

1. During the Term of the Charter, 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.
2. 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.
3. The Charter Board agrees to maintain a record of its meetings and decisions consistent with the Sunshine Act and the Pennsylvania Nonprofit Law.
4. The Charter Board shall adopt policies mandating (i) that the health benefits for employees will be the comparable to those of School District employees and (ii) that all employees shall be enrolled in PSERS, in accordance with 24 P.S. § 17-1724-A, or an alternative retirement plan approved by PSERS.
5. 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.

D. **Charter School Financial Accountability.**

1. The Charter School agrees to cooperate fully with all School District audits of the Charter School.
2. The Charter School agrees to complete an independent audit of the Charter School's financial operations by December 31 and provide annually to the School District by January 31.
3. The Charter School agrees to complete Addendum B (Preliminary Statement of Revenues, Expenditures and Fund Balances) as a part of the Annual Report.
4. The Charter School agrees to seek health services reimbursements as well as non-resident student reimbursements in a timely manner.
5. 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.

- E. The Charter School acknowledges and agrees that failure to meet, in all material respects, the accountability criteria specified in this Charter, in whole or in part, constitutes grounds for nonrenewal or revocation of this Charter.

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, government accounting standards, or in such other format and under such other generally applicable standards as may be duly designated by the Pennsylvania Department of Education and the United States 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. The SCN or its equivalent shall be the system of record for making monthly payments.
- 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 E and incorporated as if fully set forth herein.

- E. The Charter Board shall pay to the School District an amount for each Charter School student's participation in the School District's extra-curricular activities, in accordance with a fee schedule to be established from time to time by the Parties.

ARTICLE XIII. TECHNOLOGY.

- A. The School District will provide all necessary software ("Technology") and training to permit the Charter School to have access to the SCN.
- B. The Charter School shall take all necessary steps and precautions to safeguard the Technology from damage, destruction, misuse and theft, and shall maintain appropriate insurance protecting the Technology against damage, destruction, misuse and theft.
- C. The Charter School shall use the SCN or an equivalent system implemented by the School District to provide all relevant information and data for the charter school performance framework. The Charter School shall take all necessary steps to ensure that data and information shared through the SCN or its equivalent is accurate and consistent with information contained within the Charter School's own student information systems

ARTICLE XIV. INSURANCE

A. Insurance Requirements.

1. Insurance Requirements.

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

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

(a) **Commercial General Liability:**

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

(b) **Automobile Liability:**

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

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

- (i) Workers' Compensation coverage for its employees with limits not less than the statutory limits for the Commonwealth of Pennsylvania.
- (ii) Employer's Liability: \$500,000 Each Accident–Bodily Injury by Accident; \$500,000 Each Employee-Bodily Injury by Disease; and \$500,000 Policy Limit-Bodily Injury by Disease. Other states insurance including Pennsylvania.

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

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

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

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

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

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

3. No effect on Indemnity Obligations:

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

ARTICLE XV. TERMINATION

A. Termination, Nonrenewal or Revocation of Charter.

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

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

ARTICLE XVI. INDEMNIFICATION

A. Indemnification.

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

Charter School or any member, officer, director, employee or agent thereof, or out of any misfeasance, malfeasance or nonfeasance of the Charter School, the Charter Board or its or their members, officers, directors, employees or agents.

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

ARTICLE XVII.
CERTIFICATION
REGARDING DEBARMENT, SUSPENSION AND
INELIGIBILITY

- A. **Certification.** By signing this Charter, in addition to binding itself to the terms and conditions of this Charter, the Charter Board and the Charter School hereby certify for themselves, their principals and including, without limitation, their affiliates, if any, that none of them are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing services under any other contract, bid, request for proposals or other governmental contracting opportunity by any federal government department, agency or instrumentality, or any Commonwealth of Pennsylvania department, agency or instrumentality, including any other School District in the Commonwealth of Pennsylvania, or by The City of Philadelphia.
- B. **Notices.** In the event the Charter School is unable to certify to any of the statements in the above certification, the Charter School shall provide **an immediate written explanation** to the School District representative named in Article XVIII, Paragraph M (Notices) of this Charter. The Charter School shall provide **immediate written notice** to the School District representative named in Article XVIII, Paragraph M of this Charter if at any time, during the Term of this Charter, the Charter School learns that the above certification was erroneous when the Charter School signed this Charter or subsequently became erroneous by reason of changed circumstances.
- C. **Reimbursement of Costs.** If the Charter School is unable to certify to any statements in the above certification, or has falsely certified, then in that event the Charter School shall reimburse the School District for any and all reasonable costs incurred by the School District as a result of any investigation by the School District, the federal government or the Commonwealth of Pennsylvania concerning the Charter School's compliance with the terms and conditions of this Charter that results in the debarment or suspension of the Charter School.
- D. **Compensation.** If the compensation paid to the Charter School is derived from federal government or Commonwealth of Pennsylvania grant funds, the Charter School must bill the School District for any outstanding compensation owed to the Charter School within thirty (30) days after the ending date of this Charter. In the event the Charter School does not bill the School District for the balance of any compensation within said 30 day time period, the School District, in its sole discretion, reserves the right to withhold payment of the balance of the compensation to the Charter School because of the unavailability of federal government or Commonwealth of Pennsylvania funds, in which event the School District shall not be liable to the Charter School for the balance of the compensation.
- E. **Survival.** This Article XVII shall survive termination of this Charter.

ARTICLE XVIII. MISCELLANEOUS

- A. **Applicable Law.** This Charter shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania notwithstanding any conflict-of-law doctrines of said jurisdiction to the contrary and without aid of any canon, custom or rule of law requiring construction against the draftsman.
- B. **No Waiver.** No waiver of any provision of this Charter shall be construed to be a waiver of any breach of any other provision and no delay in acting with any regard to any breach of any provision shall be construed to be a waiver of any such breach.
- C. **Venue.** The Charter School and the School District agree that with respect to any suit, claim, action or proceeding relating to this Charter, other than a proceeding involving the State Charter School Appeal Board (24 P.S. § 17-1703-A), each irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania and the United States District Court sitting in Philadelphia, Pennsylvania. With respect to any suit, action or proceeding related to this Charter, the Charter School (i) waives any objection it may have to the laying of venue in such proceeding brought in any such court; (ii) waives any claim that such proceeding has been brought in an inconvenient forum and (iii) further waives the right to object with respect to such proceeding that such court does not have jurisdiction over the Charter School.
- D. **Assignment.** This Charter may not be transferred or assigned by the Charter School.
- E. **Illegal Activities/Conflict of Interest.** Neither the Charter School nor the Charter Board shall share with or pay to any School District official or employee, and no School District official or employee shall accept, any portion of the funding to the Charter School paid by the School District in connection with this Charter, or any other payment of whatever kind from the School District, except in accordance with the law and School District policy. The Charter School shall disclose to the School District the name(s) of any School District official or employee sharing in the compensation or fee, or otherwise receiving payment of whatever kind with funds received from the School District. Any fees or compensation shared by the Charter School and a School District officer or employee in violation of the law or School District policy shall be recoverable from the Charter School as damages. The Charter School, its staff and members of the Charter Board shall not at any time accept or receive any form of payment, fee, compensation or benefit of any kind whatsoever, including but not limited to, referral or finder's fees, goods or services offered by hospitals, physicians, psychologists or any other healthcare provider for a recommendation or referral of a student to another agency or healthcare provider. The Charter Board and the Charter School hereby represent and warrant that there is no conflict of interest between any other contracts or any other employment or work and its rights and duties under this Charter. The Charter School shall advise the School District if such a conflict of interest arises during the Term of this Charter.
- F. **Public Official and Employee Ethics Act.** The Charter School acknowledges that all Charter School trustees and administrators must comply with the Public Official and Employee Ethics Act and that all Charter School trustees and administrators shall submit

their completed Statement of Financial Interests forms by May 1st to the Charter School, with copies to the School District.

G. **No Third Party Beneficiary Rights.** No third party, whether a constituent of the School District or otherwise, may enforce or rely upon any obligation of or the exercise of or the failure to exercise any right of the School District or the Charter School in this Charter. This Charter is not intended to create any rights of a third party beneficiary; except, however, the SRC and its respective members are intended beneficiaries of the indemnification provisions, sovereign, governmental and official immunity, as each may apply, and limitation of liability provisions of this Charter.

H. **No Personal Recourse.**

1. Any other provision of this Charter or any Addendum or Exhibit to the contrary notwithstanding, the SRC and the School District retain their respective statutory immunity as provided pursuant to the laws of the Commonwealth of Pennsylvania, 42 Pa. C. S. A. §§8501 and 8541. The Charter School acknowledges that the School District is a local agency, as defined in 42 Pa. C. S. A. §§8501 and 8541 and that the School District does not waive its defense of statutory immunity derived therefrom.

2. No personal recourse shall be had for any claim based on this Charter against any member, official, officer, director, employee or agent, past, present or future of the SRC, Board of Education, the School District or any successor body as such, under any constitutional provision, statute, rule or law or by enforcement of any assessment or penalty or otherwise.

I. **Appendices and Exhibits.** The parties agree to the terms and conditions of this Charter and the Exhibits that are attached hereto and incorporated herein by reference.

J. **Entire Agreement and Modification.** This Charter supersedes all negotiations and all prior agreements, oral or written, between the Parties and their respective representatives and constitutes the entire agreement between the Parties with respect to the matters set forth herein. This Charter may not be amended, modified, supplemented or changed in any respect except by written agreement duly executed and signed by all Parties to this Charter. The recitals set forth in this Charter are hereby incorporated by reference.

K. **Severability.** The terms of this Charter are severable. In the event of the unenforceability or invalidity of any one of more of the terms, covenants, conditions or provisions of this Charter under federal state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant, condition or provision hereunder unenforceable or invalid.

L. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Charter is prevented, delayed, hindered or otherwise made impractical or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence or without unusual expense.

M. **Notices.** When notices are required under this Charter, they shall be sent by: (a) registered mail or certified mail, return receipt requested; (b) hand delivery; (c) nationally recognized overnight courier service, or (d) facsimile with an original copy delivered by one of methods specified in (a) – (c) above, to the parties at the address set forth below. All notices shall be effective upon receipt, facsimile notice as evidenced by the confirmation thereof provided by the transmitter’s machine. All notices shall be addressed as follows:

To the School District: Charter Schools Office
The School District of Philadelphia
440 North Broad Street, Suite 113
Philadelphia, PA 19130
Attn: Executive Director

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

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

To the Charter School: TECH Freire Charter School
c/o Freire Charter School
2027 Chestnut Street
Philadelphia, PA 19103
Attn: Head of School

With a required copy to: Robert O’Donnell
O’Donnell Associates
1601 Market Street Suite 2310
Philadelphia PA, 19103

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

- N. **Survival.** Any and all agreements set forth in this Charter which by its or their nature, would reasonably be performed after termination of this Charter, shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with this Charter shall survive any termination of this Charter.
- O. **Headings.** The headings of the provisions and paragraphs contained herein are intended for convenience of reference only and in no way define, limit or describe the scope or intent of this Charter, nor in any way affect the interpretation of this Charter.
- P. **Counterparts.** This Charter may be executed in counterparts, each of which shall be deemed an original and shall have full force and effect as an original, but all of which shall constitute one and the same instrument.

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

THE SCHOOL DISTRICT OF
PHILADELPHIA

APPROVED AS TO FORM:

By:



Chair, School Reform Commission



Assistant General Counsel

TECH FREIRE CHARTER SCHOOL

ATTEST:

By:



Name: _____
Chair
Board of Trustees

By:



Name: _____
Secretary
Board of Trustees

TABLE OF EXHIBITS

- Exhibit A - SRC Resolution No. SRC-17, dated June 18, 2015
- Exhibit B - Required Management Organization of the Board of Trustees and Requirement for Bylaws
- Exhibit C - Statement of Assurances
- Exhibit C-1 - Provision of Special Education Services to Charter School Student Guidelines
- Exhibit D - Current Charter School Records
- Exhibit E - Required Financial Procedures

EXHIBIT A

[SRC RESOLUTION]

RESOLUTION

Re: TECH Freire Charter School; Grant of Charter

WHEREAS, on or before November 15, 2014, the applicant for TECH Freire Charter School ("TECH Freire" or "Charter School") submitted an application to the Charter Schools Office of The School District of Philadelphia ("School District") to start a charter school; and

WHEREAS, the School Reform Commission ("SRC") reviewed the representations, statements and materials contained in the charter school application submitted by TECH Freire and made during the public hearings by representatives for TECH Freire; and

WHEREAS, on February 18, 2015, the School Reform Commission ("SRC") adopted SRC-36 ("SRC-36"), which authorized the grant of the Charter for the Charter School upon meeting the conditions set forth in SRC-36; and

WHEREAS, the Charter School has agreed to certain terms and conditions in connection with the granting of the Charter and has submitted a charter agreement signed by the Charter School ("Charter Agreement") to the Charter Schools Office setting forth agreed terms and conditions; now be it

RESOLVED, that the SRC hereby grants a Charter to "TECH Freire Charter School" to operate a public charter school, subject to the terms and conditions agreed to by the Charter School as set forth below, for a three-year period commencing on July 1, 2016 and ending on June 30, 2019 ("Term"), effective upon the full execution of the Charter Agreement by the School District and by the Chair of the Board of Trustees of the Charter School or by another member of the Board or the Chief Executive Officer duly designated by the Board; and be it

FURTHER RESOLVED, that the Charter School has agreed that on or before July 1, 2016, the Charter School shall provide the following documentation ("Required Documentation") to the Charter Schools Office, in form and substance acceptable to the Charter Schools Office:

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.
2. A good standing certificate for the Charter School issued by the Secretary of State of the Commonwealth of Pennsylvania.

3. A duly approved Charter Board Resolution, certified by the Secretary of the Charter Board (i) authorizing the execution and delivery of the 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 and addresses (including email addresses) 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".
5. A true, correct and complete dated copy of the Charter School's Internal Revenue Service ("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 or a copy of the determination letter issued by the IRS stating that the Charter School is a federally tax exempt entity as described in Section 501(c)(3) of the Internal Revenue Code.
6. An affidavit signed by the chair of the Board of Trustees, 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.
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 signed lease or recorded deed for each facility the Charter School shall utilize during the Term of the Charter.
9. A valid Certificate of Occupancy or memorandum that a new Certificate of Occupancy is not required for use as a school, issued by the City of Philadelphia Office of Licenses and Inspections for each facility the Charter School shall utilize during the Term of the Charter.
10. A Certificate of Insurance evidencing all required insurance coverages, satisfactory to the School District's Office of Risk Management.
11. The Statement of Assurances, and all Application appendices and attachments referred to therein.
12. Any contracts for the provision of management, consulting or similar services to the Charter School.

13. A locally developed curriculum establishing alignment with Pennsylvania standards for all grade levels to be served. Such curriculum shall include specific provisions for English as Second Language students.
14. A plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards.
15. Budget documents which demonstrate that the Charter School has performed adequate financial planning for the opening and operation of the Charter School.
16. Plan documents for any 403(b) deferred compensation retirement plan for the Charter School, outlining the terms, conditions and benefits of the plan, including an employer contribution;

and be it

FURTHER RESOLVED, that the Charter School has agreed to comply with certain conditions (“Conditions”) as set forth below. Failure to comply with the Conditions may be a basis for revocation or nonrenewal of the Charter School’s Charter.

1. The Board of Trustees shall ensure that all trustees, officers, administrators, and relatives of trustees, officers and administrators of the Charter School comply with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act. The Board of Trustees shall adopt a Conflicts of Interest policy that complies with the Pennsylvania Public Official and Employee Ethics Act and the Pennsylvania Nonprofit Act.
2. The Board of Trustees shall adopt an Admissions Policy and Process which complies with the Public School Code and Charter School Law and which includes provisions on application deadlines, recruitment communications, including details on methods to be used to recruit students Citywide or in an applicable attendance zone, lottery dates, and results, in a form that is acceptable to the Charter Schools Office. The Admissions Policy and Process shall provide that (i) if seats open during the school year in 9th grade, the Charter School shall accept new students from the waiting list in appropriate order for 9th grade or new applicants if there are no applicants for 9th grade on the waiting list. If seats open in grades other than 9th grade, the Charter School shall seek to fill the open seats in the best way feasible. The Admissions Policy and Process also shall provide that the Charter School shall provide a copy of its current waiting list at any time during the Term of the Charter within ten (10) business days after requested by the Charter Schools Office.
3. The Board of Trustees shall adopt Bylaws and shall provide a copy of the Bylaws and a list of names and addresses of the Board of Trustees of the Charter School to the Charter Schools Office no later than July 1, 2016. The Bylaws and the Board list shall demonstrate that none of the Board members of the Charter

School serve on the Board of Trustees of Build the Future, the management company.

4. The Board of Trustees shall submit to the Charter Schools Office signed Statements of Financial Interest as required by the Public Official and Employee Ethics Act and the Charter School Law annually, pursuant to guidelines established by the Charter Schools Office.
5. The Board of Trustees shall ensure that the dates, times, and locations of scheduled Board meetings are posted on the Charter School's website. Furthermore, minutes from Board meetings shall be posted on the Charter School's website within two weeks of approval by the Board of Trustees.
6. The contract between the Charter School and the Charter School's management company, Build the Future, that accurately reflects all of the duties, services, obligations and liabilities of each party to the other with respect to the operation of the Charter School or services to be provided to the Charter School, including specific provisions on management fees, which shall be approved by the respective governing boards of each entity, in a form that is acceptable to the Charter Schools Office.
7. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 75% of the Charter School's professional staff are certified in accordance with the Charter School Law.
8. The Board of Trustees shall submit to the School District by August 1st of each year during the Term of the Charter as part of the Charter School's Annual Report, or separately if not included in the Charter School's Annual Report, evidence that 100% of the Charter School's teachers with primary responsibility for direct instruction in one or more of No Child Left Behind's core academic subjects demonstrate that they satisfy the definition of a "Highly Qualified Teacher".
9. The Board of Trustees shall ensure that all employees have required federal and state criminal and child abuse background checks during the term of the Charter. The Board of Trustees shall submit a signed affidavit to the School District annually, pursuant to guidelines established by the Charter Schools Office, as evidence that the Charter School has complied with this requirement.
10. The Board of Trustees shall submit to the School District by August 31, 2016 the Charter School's plan to develop and implement a comprehensive English Language Learning policy and educational program which complies with 22 Pa. Code Chapter 4 and is aligned with Pennsylvania standards for all grade levels served.

11. A plan for ESL programming which complies with 22 Pa. Code Chapter 4 standards; such a plan shall be monitored annually by the School District to ensure that all students requiring services are identified appropriately and are provided such services;

and be it

FURTHER RESOLVED, that the School District and the Charter School acknowledge and agree that the Charter School will enroll students only in grades 9 through 12 with a maximum of 300 students in school year 2016-17, 450 students in school year 2017-18, and 580 students in school year 2018-19 and during any renewal term of the charter, unless the parties agree in writing to other terms. Under no circumstances will the Charter School request payment from the School District or the Commonwealth of Pennsylvania for more students than set forth herein nor enroll students in different grades, without SRC approval by resolution; and be it

FURTHER RESOLVED, that the Charter School has agreed that the Charter School shall have an admission preference for students living in the Strawberry Mansion High School ("Strawberry Mansion") catchment area in that sixty percent (60%) of the new students enrolling in any given year shall reside in the Strawberry Mansion catchment area. If enrollment slots are still available after admitting (i) students having sibling or founder preferences and (ii) applicants residing in the Strawberry Mansion catchment area for 60% of new students enrolling in any given year, the Charter School shall fill the remaining slots on a random basis in accordance with Section 17-1723-A; and be it

FURTHER RESOLVED, that the Charter School shall develop a retention plan to provide supports and to implement other measures to ensure that the Charter School will have a 9th grade to 12th grade retention rate which is at least equivalent to the Philadelphia charter school high school average; and be it

FURTHER RESOLVED, that the Charter School has agreed that:

1. The Charter School shall participate in the School District's charter school performance framework and monitoring system as set forth in the School District charter school policies and procedures and any amendments thereto. The charter school performance framework will include annual assessments of the Charter School's academic, financial, and organizational performance. The Charter School agrees to submit to the School District all student level academic information required for assessment of academic performance as part of the charter school performance framework and monitoring system.
2. For each year during the term of the Charter, the Charter School shall use best efforts to achieve (i) a School Performance Profile ("SPP") score of 70 or better, (ii) the Pennsylvania Value-Added Assessment System ("PVAAS") growth measure, and (iii) the Average Growth Index ("AGI") growth measure, consistent

with the Pennsylvania Department of Education's Accountability System pursuant to NCLB.

3. If the Charter School achieves a ranking in the bottom two levels on the School District's academic accountability performance system for charter schools during any year of the term of the Charter, the School District shall require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District's academic accountability performance system for charter schools for two consecutive years, with at least one year in the bottom one level, during the Term of the Charter, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School;

and be it

FURTHER RESOLVED, that the Charter granted herein will not take effect until the written Charter has been issued and signed by the Chair of the SRC and the Chair of the Charter School's Board of Trustees, or another member of the Board or the Chief Executive Officer duly designated by the Board.

EXHIBIT B

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

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

* School calendar (must include 990 hours or 180 days of instruction for secondary students [grades 7 – 12] and 900 hours or 180 days for elementary students [grades 1 – 6]. School cannot be kept open for students or staff on Sundays, Fourth of July, Memorial Day or Christmas).

* Adopting textbooks.

* Appointing or dismissing charter school administrators.

* Adopting the annual budget.

* Purchasing or selling of land.

* Locating new buildings or changing the location.

* Creating or increasing any indebtedness.

* Adopting courses of study.

* Designating depositories for school funds.

* Fixing salaries or compensation of administrators, teachers, or other employees of the charter school.

* Entering into contracts with and making appropriations to an intermediate unit, school district or Area Vocational/Technical School for the charter’s proportionate share of the cost of services provided or to be provided by the foregoing entities.

Requirements for the bylaws:

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

EXHIBIT C

STATEMENT OF ASSURANCES

The School District of Philadelphia

Statement of Assurances for Charter Schools With Charters Commencing July 1, 2016

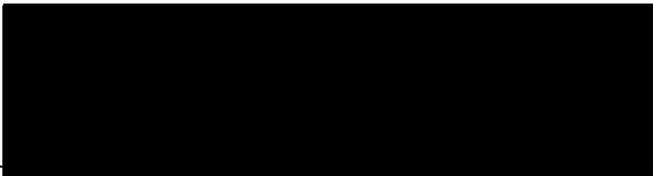
By duly authorized signature below, TECH Freire Charter School (“Charter School”) hereby agrees to the following terms and conditions in connection with its Charter and acknowledges and understands that any material deviation from any of these terms and conditions is cause for revocation or nonrenewal of its Charter during the Term of such Charter:

- 1) The Charter School shall comply with all applicable federal, state and local laws.
- 2) The Charter School shall be nonsectarian in all operations.
- 3) The Board of Trustees of the Charter School (“Charter Board”) shall be authorized to sign a written Charter with the School District of Philadelphia (“School District”). The Charter School shall submit to the School District the formal resolution adopted by the Charter Board.
- 4) The Charter School shall provide a minimum of one-hundred eighty (180) days of instruction or nine hundred (900) hours per year of instruction at the elementary level, or nine hundred ninety (990) hours per year of instruction at the secondary level.
- 5) Prior to employing any individual or engaging any contractor and contractor’s employees who shall have direct contact with students, the Charter School shall ensure that criminal history and child abuse/injury records are obtained and reviewed in compliance with §1-111 of the Public School Code and 23 Pa. C.S.A. subchapter C2, regarding background checks.
- 6) The Charter School shall provide the School District with access to all of its records and facilities to ensure that the Charter School is in compliance with its written Charter.
- 7) The Charter School shall utilize a management structure that is consistent with Exhibit B to the Charter, entitled: ***Required Management Organization of the Board of Trustees and Requirements for Bylaws.***
- 8) The Charter School shall enroll and disenroll each student using the School District’s School Computer Network.
- 9) The Charter School agrees: (a) to adopt and administer the most current version of the PSSA assessments and the Keystone Exams, if applicable; and (b) to participate in the School District’s accountability performance system.
- 10) For each year during the three (3)-year Term of this Charter, the Charter School shall use its best efforts to achieve a School Performance Profile (“SPP”) score of 70 or better, the

Pennsylvania Value-Added Assessment System (“PVAAS”) growth measure, and the Average Growth Index (“AGI”) growth measure consistent with the Pennsylvania Department of Education’s Accountability System pursuant to NCLB.

- 11) If the Charter School achieves a ranking in the bottom two levels on the School District’s academic accountability performance system for charter schools during any year of the Term of the Charter, the School District may require that the Charter School meet certain specific student achievement targets and participate in ongoing progress reporting. If the Charter School consistently achieves a ranking in the bottom two levels on the School District’s accountability performance system for charter schools for two consecutive years during the Term of the Charter, with at least one year in the bottom one level, the School District may recommend that the SRC commence revocation or nonrenewal proceedings against the Charter School.
- 12) The Charter School shall adopt an admissions policy in accordance with the Charter School Law Sections 1723-A and 1730-A. The Charter School has agreed that the Charter School shall have an admission preference for students living in the Strawberry Mansion High School (“Strawberry Mansion”) catchment area in that sixty percent (60%) of the new students enrolling in any given year shall reside in the Strawberry Mansion catchment area. If enrollment slots are still available after admitting (i) students having sibling or founder preferences and (ii) applicants residing in the Strawberry Mansion catchment area for 60% of new students enrolling in any given year, the Charter School shall fill the remaining slots on a random basis in accordance with Section 17-1723-A. In the event of a surplus of applicants, the Charter School immediately shall notify the School District if it intends to conduct an admissions “lottery” so that the School District may place an observer at the Charter School to monitor such a lottery. The Charter School shall develop an equitable waiting list policy.
- 13) The Charter School shall submit the following legal documentation to the School District:
 - a) A copy of a signed lease or recorded deed for each facility serving the Charter School’s students.
 - b) Evidence that the Charter School itself has been organized as a public nonprofit corporation in accordance with Section 1714-A of the Charter School Law and is exempt from federal taxes under Section 501(c)(3) of the Internal Revenue Code.
 - c) Valid occupancy certificates for each facility serving the Charter School’s students.
 - d) Fire and health and safety regulation compliance as set forth by the City of Philadelphia.
 - e) Signed affidavit indicating that a sufficient staff with complete and appropriate criminal and child abuse records checks have been hired to serve the actual enrollment of the Charter School; and
 - f) Evidence that the Charter School has obtained the insurance coverages required by the Charter.
- 14) The Charter School shall comply with the ***Provision of Special Education Services to Charter School Students: Guidelines***, attached hereto as Exhibit C-1 and made a part hereof.

- 15) The Charter School shall adopt detailed procedures for suspension and expulsion that comply with the Public School Code, including providing every student with due process.
- 16) The Charter School shall meet the legal, professional and ethical standards and applicable laws for maintaining school records and confidential student records, and for disseminating information.
- 17) The Charter School shall follow State child accounting procedures (24 PS § 13-1332).
- 18) If the Charter School plans to offer food services, the Charter Shall follow all federal, state and local regulations for student participation.
- 19) The Charter School shall adopt a plan for providing school health services that complies with Article XIV of the Public School Code and shall maintain student health and immunization records in compliance with applicable law.
- 20) The Charter School's insurance coverage plans, including general and excess liability, professional and educators liability, workers' compensation and employers liability, property, and director's and officer's liability coverage is in compliance with Section 1724-A of the Charter School Law. The Charter School shall offer a health benefits package package as comparable as possible to the local school district's package as required in Section 1724-A of the Charter School Law.
- 21) The Charter School shall develop a purchasing procedure that addresses a competitive way to purchase goods and services and shall have appropriate board oversight of all spending in the Charter School's bylaws.
- 22) The Charter School shall follow the financial procedures outlined in Exhibit F to the Charter, entitled: **Required Financial Procedures**.
- 23) The Charter School shall have a plan for regular financial reviews and audits in accordance with Section 1719-A of the Charter School Law. The Charter School shall submit annual reports to the Pennsylvania Department of Education and to the School District by August 1st of every year.
- 24) The Charter School shall provide copies of any amendments to the Charter School's Articles of Incorporation or Bylaws to the School District within thirty (30) days after such amendments have been approved by the Charter Board.



Signature

6/15/15

Date



Chair, Board of Trustees

EXHIBIT C-1

The School District of Philadelphia Provision of Special Education Services to Charter School Students Guidelines

The following duties shall apply to charter schools:

- 1) Each charter school is responsible for providing a free appropriate public education to students with disabilities enrolled in that charter school who have been determined by an Individualized Education Program (IEP) team to require specially designed instruction. The cost of implementing the specially designed instruction shall be borne by the Charter School. Students provided such services by the Charter School and with a valid Nora, CER and IEP shall be considered eligible for additional special education payment to the Charter School. Charter schools are required to input relevant data to the School Computer Network (valid dates of Nora, CER and IEP) and submit the first page of the IEP to the School District. Assuming valid Nora and CER, payments are effective as of the date listed on the IEP.
- 2) Each charter school must ensure full compliance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to child find, identification, and procedural safeguards, including: access to records, appointment of surrogate parents, notice, opportunity for mediation of disputes, the right to a due process hearing, and assurance of the Free and Appropriate Public Education (FAPE).
- 3) Each charter school must ensure that students who are suspected of having disabilities are properly evaluated and re-evaluated at established intervals required by IDEA, using culture-fair, non-biased assessment tools, by properly certified personnel, adhering to required timelines, and providing required notification to parents.
- 4) When a student enrolled in a charter school presents a valid and current IEP, and/or the charter school IEP team determines that a student with disabilities requires specially designed instruction, the charter school must ensure that the IEP is implemented in accordance with the IDEA, and reviewed at least annually.
- 5) Charter schools must maintain the confidentiality of personally identifiable information regarding students with disabilities as per the Family Educational Rights and Privacy Act (FERPA) and IDEA.
- 6) The charter school is responsible for providing the names of all students eligible for special education services provided by the charter school along with all other data required for the

federal child count. This data is to be submitted electronically through the District's School Computer Network (SCN) no later than November 30 of each year.

- 7) Continuation of the additional special education payment is contingent on the Charter School maintaining current and valid IEP, Nora and CER documentation. As stated in Section 1728-A of the Charter School Law, the Charter School shall provide to the School District "ongoing access to records and facilities of the Charter School to ensure that the Charter School is in compliance with its charter and this Act and that requirements for testing, civil rights, and student health and safety are being met."
- 8) Verification of students' eligibility for the additional special education funding shall be based on the Charter School's performance of all necessary procedures relative to the evaluation and re-evaluation for special education services in accordance with the timelines and criteria specified by law.

EXHIBIT D

CURRENT CHARTER SCHOOL RECORDS

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

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

EXHIBIT E

REQUIRED FINANCIAL PROCEDURES

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

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

- * United States Treasury bills
- * Short-term obligations of the United States Government or its agencies or instrumentalities
- * Deposits in savings accounts or time deposits or share account of institutions insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided bylaw therefor shall be pledged by the depository.
- * Obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the Commonwealth of Pennsylvania and any of its agencies or instrumentalities backed by the full faith of the Commonwealth, or of any political subdivision of the Commonwealth of Pennsylvania of any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision.
- * Shares of an investment company registered under the Investment Company of America Act of 1940 (54 Stat. 789, 15 U.S.C. § 80a-1 *et seq.*) as defined in 24 P.S. § 4-440.1 of the Public School Code.

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

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

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

iii. Evidence of Submission to Chartering Authority

Reply all | Delete | Junk | ...



Re: TECH Freire CS -- Application to Federal CSP Grant

RM

To: Melanie Reiser; Cc: Claire Landau; Max Mat

Reply all |

Mon 10/5/2015 1:43 PM

Inbox

Thank you Melanie.

It's great to hear a progress update, and I appreciate you informing us of your intent to apply for CSP grant funding.

Please let me know how I can be helpful as your planning progresses.

Best,
Megan

--

Megan Reamer
Program Manager
Charter Schools Office

School District of Philadelphia
[440 N. Broad Street](#)
[Philadelphia, PA 19130](#)

Tel:
Fax: 215-400-4091
mreamer@philasd.org

From:
To: "
Cc: "
Sent: Monday, October 5, 2015 1:38:21 PM
Subject: TECH Freire CS -- Application to Federal CSP Grant

Hello, Claire and Megan:

Start-up activities are in full swing for TECH Freire Charter School since we have received the fully executed charter contract from the School Reform Commission. We are on target for our fall 2016 start date, and we are excited for you to be able to see our program in action.

One of the initial steps we are taking is applying for a two-year, \$500,000 implementation grant through the federal Charter Schools Program Grant for Non-State Educational Agencies. One of the requirements of this grant is that we notify our authorizer of our intent to submit this grant application

PR/Award # U282B160031

Page e191

 Reply all |   Delete Junk |  



We are hopeful that we will receive this funding, and we will keep you posted as the grant competition progresses. Thank you as always for your support.

Best,
Melanie Reiser

Melanie Burke Reiser, M.P.A.
Director of Operations & Compliance
Build the Future Education Collaborative
A not for profit company supporting the Freire Charter Schools

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

iv. Excerpt of Contract with Build the Future Education Collaborative

Exhibit B – The Services

Build the Future Education Collaborative (BTF) will provide the following services to TECH Freire Charter School (Freire or School).

Executive Services:

BTF supports school-based operations and supports some of the customary responsibilities of the Chief Executive Officer in a stand-alone charter school. Typical BTF responsibilities include but are not limited to the following:

- Provide day-to-day support of the Heads of School
- Conduct performance evaluations for Head of School on an annual basis, and provide interim reports to the Board of Directors regarding the Head of School's performance at such reasonable intervals as the Board of Directors shall request
- Collaborate with the Heads of School to develop and recommend to the Board of Directors adoption of a yearly priority plan. Serve as common link between Board of Directors, Heads of School, and Leadership in implementing decisions executed by the Board:
 - Goal setting
 - Staffing model adjustments
 - Budget (development and annual projections)
- Provide interface between Board of Directors and the Head of School and Leadership Team, to implement decisions made by the Board of Directors after input from BTF
- Provide governance support
 - Recommendations as to Board of Directors and Committee meeting frequency and scheduling
 - Board of Directors meeting preparation
 - Participation for Committee meetings
 - Reporting
 - Board/staff relationships
- Support government relations
- Promulgate School policies in the student and family, teacher and faculty, and employee handbooks as the Board of Directors and/or Head of School (as appropriate) shall adopt after input from BTF
- Provide monthly and/or quarterly reports to the Board of Directors in mutually agreed upon format, covering mutually determined and agreed upon topics and metrics
- Support external Relations
 - Working in large part with the School, manage day-to-day relationship with authorizer and ensure that its reporting requirements are met by the School, including preparation of PDE annual report and data submission related to District SPR and Annual Report
 - Monitor School's progress against school-wide goals set by authorizer and by Federal law; give notice to the Board of Directors as and when appropriate if goals no longer appear to be reachable
 - Work with outside parties to advance the mission of the school
- Identify facility (where applicable)
 - Assist Board of Directors in identifying suitable location, designing floor, and implementing any necessary facility improvements, renovations, etc.

- Assist in negotiations for lease or purchase of the facility and furniture, fixtures, and equipment by the School if approved by the Board of Directors
- Assist in securing of facility financing as needed by school
- Assist the Board of Directors with respect to Growth Planning
 - Develop recommendations to the Board of Directors with respect to growth considerations including campus expansion and additional grades for which to seek
- Develop programs in alignment with individual school's needs

Educational Services:

- Develop leadership
 - Work with School's Leadership Team to implement values-based leadership and decision-making process
 - Develop a mission-driven leadership culture, empowering others to carry out the School's mission and vision
- Provide instructional coaching
 - Develop and share with Board of Directors and Heads of School recommendations for supporting teachers to drive effective instruction, including feedback protocols, tools for monitoring and execution, methodology for data analysis, trending and prioritizing
 - Annually, recommend revisions to the above, based on feedback from Head of School and teachers and feasibility of execution
 - Support Heads of School in developing and growing capacity and distributing leadership
- Provide performance management support
 - Develop, implement and manage data cycle and reporting schedule
 - Provide to Board of Directors and Head of School analysis of academic achievement
 - Develop and make available to Head of School tools for collecting and reporting data
 - Manage School "dashboard" and provide results to Board of Directors and Head of School on a periodic basis, including, at a minimum, at quarterly meetings of the Board of Directors.
 - Warehousing and analyzing of data
- Support in the delivery of professional development
 - Provide Heads of School support in developing annual focus areas and themes for Professional Development programs
 - Conduct sessions of professional development upon request.
- Lead special education (as needed)
- Build accountability from the teacher level up
- Serve as pedagogical specialist for network of schools

Operations (Human Capital, Finance, School Operations, IT, Compliance, Legal):

- Ensure staff are appropriately certified by the Department of Education to perform their duties.
- Assist in identifying future leadership
- Provide coaching, talent development, and organizational leadership to Heads of School.
- Assist Board of Directors and Head of School in succession planning
- Serve as advisor to the leadership team

- Assist the School and Board of Directors with development, dissemination and analysis of stakeholder satisfaction surveys (at least once a year)
- Advise the Board of Directors directly on the budget.
- Assist Board of Directors in developing and monitoring performance against annual School budget
- Oversee accounting, bookkeeping, procurement and financial functions, including timely payment of invoices received by it, payroll execution (including fringe benefits, State and federal taxes), benefits administration, monthly reconciliation of bank statements, debit and credit entries using the financial management software, in accordance with states laws and regulations applicable to public schools. Actual accounting to be performed by external firm to be contracted by the School at the School's expense
- Provide periodic financial reports to Board of Directors Finance & Audit Committee and Head of Schools
- BTF personnel connect monthly with the party or parties designated by the Board of Directors to review YTD expenditures against Board of Directors approved budget and make recommendations for future purchases
- Coordinate with auditors, banks, and financial institutions
- Provide financial forecasting/modeling
- Conduct cost/benefit analyses
- Collaborate with lenders
- Coordinate annual audit working with auditor selected by School at the School's expense
- Manage human resources
- Supervise technology planning (provided all IT expenses are born by the School)
 - Manage E-rate or comparable programs, working with E-Rate consultant selected by School at the School's expense.
 - Evaluate existing phone and telecommunication systems and make recommendation to Board of Directors regarding changes
- Support vendor relations
 - Under authority granted by and in accordance with guidelines established by the Board of Directors, register contracts and execute them on behalf of the School.
- Contract management for external partners
- Support school-based operations team
- Provide day-to-day support to school-based operations team
- Preparation, management, compliance, and reporting of federal funding requirements including but not limited to IDEA, Title I, Title II, Title III, Title IX, and Race to the Top
- Support compliance and reporting
 - Monitor and assist Heads of School in preparing reports required by District or other chartering or oversight agency. Prepare data for District SPR and "Annual Report"
 - Monitor and assist Heads of School in preparing reports required by State Department of Education. Prepare PIMS and PDE Annual Report
 - Prepare reports required by Federal DOE and other appropriate agencies (including federal entitlement program reporting) and provide to Head of School for approval and submission
 - Policy and handbook development based on individual school needs and BTF best practices
 - Manage renewal process working with School and authorizer

- Assist in identification and engagement of, and access to, legal services, as and when needed (all fees and expenses of such counsel to be paid by School). Serve as legal liaison.
- Orchestrate functions of the building and operations of the school's plant (e.g. cleaning, maintenance, licenses and inspections)

Development & External Relations:

- Lead fundraising on behalf of the school, including individual and corporate giving.
- Write grants at the foundation, federal, state, and local levels.
- Manage successful grant awards, including performance reporting.
- Develop marketing materials/brochures
- Lead public relations and marketing

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

To add more Budget Narrative attachments, please use the attachment buttons below.



TECH Freire

Charter High School

BUDGET NARRATIVE

TECH Freire Charter School has not previously received any funds from the U.S. Department of Education Charter Schools Program or any state sub-grant. All funds requested here will be used to implement a high quality charter school program in accordance with the requirements of the Charter Schools Program grant (84.282B).

TECH Freire will open in fall 2016 with 300 students in grades 9-10 and will expand by one grade level (150 students) each year to a full operational capacity of 580 students in grades 9-12 for 2018-19.

Year 1 expenditures are requested for implementation costs associated with operating our educational program, including developing curriculum materials, travel expenses related to training and outreach, acquiring necessary equipment and educational materials, and marketing the school to prospective students and the community. An emphasis is placed on one-time expenses related to the first year of school operation. Contracted support during implementation provided by the charter management organization (CMO) is also funded through this grant.

Year 2 expenditures are requested for implementation costs associated with operating our educational program, including developing curriculum materials, travel expenses related to training and outreach, acquiring necessary equipment and educational materials, and marketing the school to prospective students and the community. An emphasis is placed on one-time expenses related to the growth of the student population. Contracted support during implementation provided by the charter management organization (CMO) is also funded through this grant.

Grant Year 1 (1/1/16 to 12/31/16):	\$250,000
Grant Year 2 (1/1/17 to 12/31/17):	\$250,000
Total Request	\$500,000

The Freire family of schools has received \$250,000 in an anonymous matching grant for TECH Freire's start up expenses. Additionally, the Freire family of schools has received preliminary word that we will receive a \$1.8M grant for the network from the Philadelphia School Partnership, of which the majority is for use for TECH Freire's start-up expenditures through October 31, 2018. We are reporting on our expected use of funds (budgets are still being finalized with grantors). Funds to be expended outside the CSP grant period are not include, nor are expenditures related to the equity of the TECH Freire building.

Part A -- Federal Funds

Year 1 (1/1/16 to 12/31/16) -- Implementation Year 1			
Budget Category	Item	Amount	Detail
Personnel	Curriculum Development Stipends		██████████ each will receive stipends during summer 2016 to develop and refine TECH Freire curriculum.
Sub-Total Personnel			
Travel	Travel to CSP Grant Meeting	\$2,600	2 staff @ \$1,300 each to mandatory CSP grant meeting in Washington, D.C. Includes transportation, lodging, and meals.
Travel	Travel to Powerschool University	\$3,000	2 staff @ \$1,500 each to attend Powerschool University. Includes transportation, lodging, and meals.
Travel	Travel to exemplar tech-based school	\$5,000	2 administrators @ \$2,500 each to visit exemplar tech-themed school for sharing of best practices, resources, curriculum, etc. Includes transportation, lodging, and meals.
Sub-Total Travel		\$10,600	
Equipment	Cafeteria Tables	\$20,000	With an annual average of 88% of our student population qualifying for free and reduced lunch, serving food at TECH Freire will be a very important time in the day. The cafeteria tables to be purchased with these funds are easy to open, close, and move around, thereby allowing us to combine usage of our multipurpose room with physical education, thereby minimizing the personnel needed to ensure these transitions.

Equipment	Cafeteria Equipment	\$10,000	To heat and serve a nutritious lunch, we will need to purchase a food warmer and a heated line server.
Equipment	Student Desks	\$50,000	At \$166 per student student desks for 300 students
Sub-Total Equipment		\$80,000	
Supplies	Printed Materials	\$15,000	Funds will allow TECH Freire to produce printed materials in multiple languages (including English and Spanish). These materials will include enrollment application, enrollment instructions, as well as information on our school (e.g. brochures and signage).
Supplies	Marketing and Advertising	\$15,000	As a new high school in a competitive market, the school will need to produce branded materials to spark school spirit for staff and student unity, ranging from small items like t-shirts for staff and volunteers to large items like our exterior building signage.
Supplies	Curriculum	\$20,000	While we invest heavily in teacher, designed curriculum, this funding will offset our one-time expenditure in standards-based published curriculum and assessment materials.
Supplies	Science Lab Materials	\$3,400	One-time start up expenses for science lab (e.g. beakers, test tubes, microscopes, etc.)
Supplies	PowerSchool SIS	\$8,000	One-time start up expense for student information system that manages rostering, grades, discipline, parent involvement, etc.
Sub-Total Supplies		\$61,400	
Contractual	Community Outreach Advertisements and Marketing	\$15,000	Freire will continue to contract with a marketing firm to guide us in community outreach and student and staff recruitment. This will include advertising costs for local papers and on local train and bus lines in specific areas of the city in several languages.

Contractual	Professional Development	\$3,000	Teachers and administrators will want to learn all they can before the beginning of school year about the programs and pedagogies TECH Freire will employ, as well as the specific textbooks that will be used and the students and families we will serve. With so many workshops, seminars, and institutes available to teachers in our region, there will be many who want to participate. Funds will pay for registration fees associated with these trainings. This includes funds for PowerSchool University.
Contractual	Charter Management Organization	\$50,000	In the start-up and implementation stages, Freire will receive ongoing technical assistance from its CSO Build the Future. Support will include instructional leadership, research and assessment, business services, development, etc.
Contractual	Legal Services	\$10,000	The school will incur legal fees in the process of developing its policies and procedures, refining its by-laws, developing handbooks. TECH Freire will contract with a seasoned charter school attorney to assist us through these initial implementation tasks.
Sub-Total Contractual		\$78,000	
Total Direct Costs		\$250,000	
Total Indirect Costs		\$0	
Total Costs Year 2		\$250,000	

Year 2 (1/1/17 to 12/31/17) -- Implementation Year 2			
Budget Category	Item	Amount	Detail
Personnel	Curriculum Development Stipends	0	██████████ each will receive stipends during summer 2017 to develop and refine TECH Freire curriculum.
Sub-Total Personnel		0	
Travel	Travel to CSP Grant Meeting	\$2,600	2 staff @ \$1,300 each to mandatory CSP grant meeting in Washington, D.C. Includes transportation, lodging, and meals.

Sub-Total Travel		\$2,600	
Equipment	Cafeteria Tables	\$30,000	With an annual average of 88% of our student population qualifying for free and reduced lunch, serving food at TECH Freire will be a very important time in the day. The cafeteria tables to be purchased with these funds are easy to open, close, and move around, thereby allowing us to combine usage of our multipurpose room with physical education, thereby minimizing the personnel needed to ensure these transitions. Additional tables to account for increased student body.
Equipment	Student Desks	\$25,000	At \$166 per student student desks for 150 additional students
Equipment	Science Lab Furniture	\$5,800	One-time expenditures related to outfitting a second science lab with appropriate furniture
Equipment	Office Furniture	\$20,000	While we endeavor to have most of our furntiure donated from area colleges and universites, we will have one-time expenditures for specialized office furniture (e.g. filing cabinents, desks, etc.)
Equipment	Conference Room Furniture	\$20,000	As the TECH Freire Board expands and we must meet the obligations of the PA Sunshine Law, we anticipate needing to purchase conference room furntiure for board governance. This room will also be used for leadership meetings, parent involvement, community involvement, etc.
Equipment	Lobby Furnishings	\$20,000	Maintaining an inviting presence to our families and visitors is key to the TECH Freire culture. This one-time investment in lobby furntiure (which is hard to get via donation) will achieve this aim.
Sub-Total Equipment		\$120,800	
Supplies	Curriculum Materials	\$20,000	While we invest heavily in teacher, designed curriculum, this funding will offset our one-time expenditure in standards-based published curriculum and assessment materials.

Supplies	Printed Materials	\$2,000	Funds will allow TECH Freire to produce printed materials in multiple languages (including English and Spanish). These materials will include enrollment application, enrollment instructions, as well as information on our school (e.g. brochures and signage).
Supplies	Marketing and Advertising	\$15,000	As a new high school in a competitive market, the school will need to produce branded materials to spark school spirit for staff and student unity.
Sub-Total Supplies		\$37,000	
Contractual	Community Outreach Advertisements and Marketing	\$20,000	Freire will continue to contract with a marketing firm to guide us in community outreach and student and staff recruitment. This will include advertising costs for local papers and on local train and bus lines in specific areas of the city in several languages.
Contractual	Charter Management Organization	\$50,000	In the start-up and implementation stages, Freire will receive ongoing technical assistance from its CSO Build the Future. Support will include instructional leadership, research and assessment, business services, development, etc.
Contractual	Moving Company	\$4,600	As we expand our student body, TECH Freire will again look to secure donated classroom and office furniture. The one expense will be a local moving company.
Contractual	Legal Services	\$5,000	The school will incur legal fees in the process of developing its policies and procedures, refining its by-laws, developing handbooks. TECH Freire will contract with a seasoned charter school attorney to assist us through these initial implementation tasks.
Sub-Total Contractual		\$79,600	
Total Direct Costs		\$250,000	
Total Indirect Costs		\$0	
Total Costs Year 2		\$250,000	

PART B -- Non-Federal Funds

Year 1 -- Implementation Year 1			
Budget Category	Item	Amount	Detail
Personnel	Head of School	██████	75% of salary during apprenticeship and implementation year
Personnel	Head of Academic Supports (2)	██████	75% of salary during apprenticeship and implementation year for two Heads of Academic Support (one to take on new role at TECH Freire and one to replace promoted TECH Head of School as Head of Academic Supports at Freire Charter High School)
Personnel	Head of Academics	██████	75% of salary during apprenticeship and implementation year
Personnel	Dean (in training)	██████	75% of salary during apprenticeship and implementation year
Personnel	Director of Information Technology	██████	75% of salary during apprenticeship and implementation year
Personnel	Administrative Support	██████	Administrative support to TECH Freire beginning in March 2016
Sub-Total Personnel		██████	
Fringe Benefits	Head of School	██████7	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Fringe Benefits	Head of Academic Supports (2)	██████	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Fringe Benefits	Head of Academics	██████	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Fringe Benefits	Dean (in training)	██████	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Fringe Benefits	Director of Information Technology	██████	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Fringe Benefits	Administrative Support	██████9	(FICA, retirement, health, dental, life insurance, unemployment, etc.)
Sub-Total Fringe Benefits		██████	
Equipment	Non-Erate Covered Technology Infrastructure	\$157,500	Switches/routers/WAPS; network cabling, servers

Equipment	Phone system	\$40,000	Non-Erate Covered end-user telephone system to ensure safe communications between administrators and classroom and school and outside entities.
Equipment	Security System	\$30,000	State of the art security system to ensure safety of our students at all times
Equipment	Smartboard System	\$150,000	Outfit all classrooms with smartboards to allow for technology integrated instruction
Equipment	Laptops	\$18,000	Laptops to run smartboards
Equipment	Staff Computers	\$40,000	Initial investment in staff desktops and laptops
Equipment	Laptop cart and netbooks	\$66,000	2 netbook carts (with computers) at \$33,000 each
Equipment	Printers	\$2,500	Printers for staff use
Equipment	Copiers	\$32,000	2 Copiers at \$16,000 each
Equipment	Gym/Auditorium AV Equipment	\$3,500	AV Equipment for school group meetings and assemblies as well as cultural events
Equipment	Software	\$5,000	Software for technology referenced above
Sub-Total Equipment		\$544,500	
Supplies	Lobby Display	\$1,000	Television for display of essential TECH Freire news in school entryway
Supplies	Nurse Supplies	\$3,200	One-time start-up nurse supplies, including AED
Supplies	Safety Supplies	\$4,340	One-time start-up safety expenses, including walkie talkies, go kits, shades
Supplies	Facility Supplies	\$7,000	One-time start-up facilities expenses, including clocks, trash cans, tools, safe, etc.
Sub-Total Supplies		\$15,540	
Contractual	Facility Soft Costs	\$325,000	Soft costs associated with building acquisition, including architect, project manager, lawyer (does not include building equity)
Sub-Total Contractual		\$325,000	
Total Direct Costs		\$1,284,444	
Total Indirect Costs		\$0	
Total Costs Year 2		\$1,284,444	

Year 2 -- Implementation Year 2			
Budget Category	Item	Amount	Detail
Equipment	Non-Erate Covered Technology Infrastructure	\$7,500	Switches/routers/WAPS; network cabling, servers
Equipment	Phone system	\$20,000	Non-Erate Covered end-user telephone system to ensure safe communications between administrators and classroom and school and outside entities.
Equipment	Smartboard System	\$50,000	Outfit all classrooms with smartboards to allow for technology integrated instruction
Equipment	Laptops	\$7,000	Laptops to run smartboards
Equipment	Staff Computers	\$20,000	Investment in staff desktops and laptops to go with corresponding growth in staff
Equipment	Laptop cart and netbooks	\$33,000	1 netbook cart (with computers) at \$33,000 each
Equipment	Printers	\$1,250	Printer for staff use
Equipment	Copiers	\$16,000	1 additional copiers at \$16,000 each
Sub-Total Equipment		\$154,750	
Supplies	Safety Supplies	\$600	One-time start-up safety expenses, including walkie talkies, go kits, shades
Supplies	Facility Supplies	\$1,000	One-time start-up facilities expenses, including clocks, trash cans, tools, safe, etc.
Sub-Total Supplies		\$1,600	
Contractual	Facility Soft Costs	\$93,500	Soft costs associated with building acquisition, including architect, project manager, lawyer (does not include building equity)
Sub-Total Contractual		\$93,500	
Total Direct Costs		\$249,850	
Total Indirect Costs		\$0	
Total Costs Year 2		\$249,850	

U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424

1. Project Director:

Prefix: Ms.	First Name: Melanie	Middle Name: Burke	Last Name: Reiser	Suffix:
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Address:

Street1:	2027 Chestnut St
Street2:	
City:	Philadelphia
County:	
State:	PA: Pennsylvania
Zip Code:	19103
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)
(215) 557-8555	

Email Address:

2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed Project Period?

Yes No

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

Yes Provide Exemption(s) #: 1 2 3 4 5 6

No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

TECH Freire Charter School

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						
2. Fringe Benefits						
3. Travel	10,600.00	2,600.00				13,200.00
4. Equipment	80,000.00	120,800.00				200,800.00
5. Supplies	61,400.00	37,000.00				98,400.00
6. Contractual	78,000.00	79,600.00				157,600.00
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)	250,000.00	250,000.00				500,000.00
10. Indirect Costs*						
11. Training Stipends						
12. Total Costs (lines 9-11)	250,000.00	250,000.00				500,000.00

***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 %.

Name of Institution/Organization TECH Freire Charter School	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.	
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**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	[REDACTED]					[REDACTED]
2. Fringe Benefits	[REDACTED] 0					[REDACTED]
3. Travel	0.00					0.00
4. Equipment	544,500.00	154,750.00				699,250.00
5. Supplies	15,540.00	1,600.00				17,140.00
6. Contractual	325,000.00	93,500.00				418,500.00
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)	1,284,444.00	249,850.00				1,534,294.00
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)	1,284,444.00	249,850.00				1,534,294.00

SECTION C - BUDGET NARRATIVE (see instructions)