

NEW YORK STATE EDUCATION DEPARTMENT
Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Charles W. Chigas
Name of Charter School NYCA Charter School
Home Address 433 Lane Gate Road, Cold Spring, NY 10516
Business Address 245 Park Avenue, New York, NY 10167
Daytime Phone (917) 327-2427
E-Mail Address ChasChigas@MAC.Com

1. List all positions held on board (e.g., chair, treasurer, parent representative): parent representative

2. Is the trustee an employee of the School? ___ Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
	<p style="text-align: center;"><u>None</u></p>		

Identify each individual, business, corporation, union association, firm, partnership, committee, proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the School **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member or person living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the School that is doing business with the School through a management or services agreement, you need not list every transaction between such organization and the School that is pursuant to such agreement. Instead, please identify only the name of the organization, your position in the organization as well as the relationship between such organization and the school. If there was no financial interest, write **none**.

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
<u>None</u>			

Charles W. Chigao
Signature

July 6, 2007
Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) FRANK SAN FELICE
 Name of Charter School NEW YORK CENTER FOR AUTISM CHARTER SCHOOL
 Home Address 15 SOUTH DR. HYDE PARK NY 12538
 Business Address -
 Daytime Phone 845-229-8732
 E-Mail Address franksanfelice@optonline.net

1. List all positions held on board (e.g., chair, treasurer, parent representative):

COMMITTEE CHAIR - GOVERNANCE

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
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Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest

Frank [Signature]

 Signature

7/24/07

 Date

NEW YORK STATE EDUCATION DEPARTMENT
Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Richard Joslin
Name of Charter School NYCCS
Home Address 63 Carriage Dr Southport CT 06810
Business Address _____
Daytime Phone _____
E-Mail Address richard@caipcp.com

1. List all positions held on board (e.g., chair, treasurer, parent representative):
Finance

2. Is the trustee an employee of the School? ___ Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
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Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
		<p>None</p>	

Signature _____

Date 7/24/2007

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Stephen F. Kahn

Name of Charter School New York center for Autism charter sch

Home Address 28 w . 44th St Suite 300, NY, NY, 10020

Business Address 1273 North Ave. New Rochelle, NY 10804

Daytime Phone (914) -633-6981

E-Mail Address skahn@cei-pea.org

1. List all positions held on board (e.g., chair, treasurer, parent representative):

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the School **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member or person living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the School that is doing business with the School through a management or services agreement, you need not list every transaction between such organization and the School that is pursuant to such agreement. Instead, please identify only the name of the organization, your position in the organization as well as the relationship between such organization and the school. If there was no financial interest, write **none**.

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest

Stephen J. Kahn

 Signature

7/01/07

 Date

NEW YORK STATE EDUCATION DEPARTMENT
Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Ilene Lainer
 Name of Charter School NYCA Charter School
 Home Address 300 Central Park West, NY NY
 Business Address 477 Madison Avenue, Suite 420, NYC
 Daytime Phone 917-602-0849
 E-Mail Address ilainer@newyorkcenterforautism.com

1. List all positions held on board (e.g., chair, treasurer, parent representative):
Former Board President, Current Chair of Rechartering
Education and Special Projects Committee

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
None			

Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the School and in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member or person living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the School that is doing business with the School through a management or services agreement, you need not list every transaction between such organization and the School that is pursuant to such agreement. Instead, please identify only the name of the organization, your position in the organization as well as the relationship between such organization and the school. If there was no financial interest, write **none**.

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
None			

Steve Laines

 Signature

7/12/07

 Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Jesse Mojica

Name of Charter School NYCA Charter School

Home Address 1970 Childersleeve Ave

Business Address 851 Grand Concourse Ave

Daytime Phone 718-590-3515

E-Mail Address JMOJICA@BRONXBP.NYC.GOV

1. List all positions held on board (e.g., chair, treasurer, parent representative); member of supervision committee

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the center school during the time you have served on the board, and in the six month period prior to start of service. If there has been no such financial interest or transaction, write none. Please note that if you answered yes to Question 2, you need not disclose again your employment status, salary, etc.

Director(s)	Nature of Financial Interest/Transaction	Steps taken to avoid conflict of interest (e.g., did not vote, did not participate in discussion)	Name of person holding interest or relationship to yourself
None			

Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the School **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member or person living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the School that is doing business with the School through a management or services agreement, you need not list every transaction between such organization and the School that is pursuant to such agreement. Instead, please identify only the name of the organization, your position in the organization as well as the relationship between such organization and the school. If there was no financial interest, write **none**.

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest

Jim Meyer

 Signature

7/24/07

 Date



New York Center for Autism
Charter School

July 26, 2007

RE: DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE

To Whom It May Concern:

This letter is to inform you that the New York Center for Autism (NYCA) Charter School did not receive a completed Disclosure of Financial Interest form from one of its departing Trustees. Specifically, Wayne Mucci who served as Secretary on the board this past year and finished his two-year term in June 2007, cannot be located. The school office has sent the form to Mr. Mucci's home and email addresses. In addition, we have made multiple attempts to reach Mr. Mucci by phone and email. In the past, Mr. Mucci has taken long trips abroad during the summer, but we were not made aware of any such plans this year.

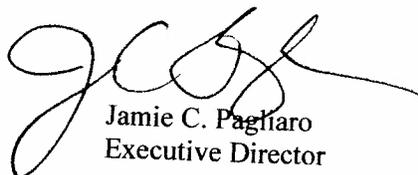
Mr. Mucci has never been an employee of the charter school and, to the best of my knowledge, has no financial interest in NYCA Charter School. Mr. Mucci completed the disclosure of financial interest form last year, verifying this information as part of our 2005-6 Annual Report.

NYCA Charter School will continue making every attempt to reach Mr. Mucci and have him complete the form. Mr. Mucci's contact information appears below for your records:

Wayne Mucci
10 Crossland Place
Norwalk, CT 06851
(Phone) 203-866-8584
mucci_wayne_r@sbcglobal.net

Please contact me at (212) 860-2580 if you have any questions regarding this matter.

Sincerely,



Jamie C. Pagliaro
Executive Director

NEW YORK STATE EDUCATION DEPARTMENT
Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) HUGH C. O'ROURKE
Name of Charter School THE CHARTER SCHOOL FOR AUTISM
Home Address 111 HAWTHORN PLACE BRIARCLIFF NY 10510
Business Address N/A
Daytime Phone 914 762 7576
E-Mail Address _____

1. List all positions held on board (e.g., chair, treasurer, parent representative): CHAIR, FINANCE COMMITTEE

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

NONE

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself

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NONE

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest

Gregory C. Kaullee
Signature

7/12/07
Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Sandra Pinnavaia
 Name of Charter School New York Center For Autism Charter School
 Home Address 924 West End Ave #105, NY NY 10025
 Business Address 7
 Daytime Phone 212-864-2670
 E-Mail Address spinnavaia @ earthlink.net

1. List all positions held on board (e.g., chair, treasurer, parent representative):

Board member

2. Is the trustee an employee of the School? Yes No

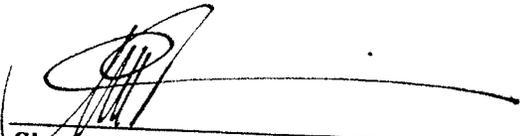
3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

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None			

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Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
None			



 Signature

July 15, 2007

 Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Alisa Rohdie

Name of Charter School New York Center for Autism Charter School

Home Address 410 Old Church Road Greenwich CT 06830

Business Address _____

Daytime Phone 203-622-8882 or 203-249-9880

E-Mail Address arohdie@optonline.net

1. List all positions held on board (e.g., chair, treasurer, parent representative): None.

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

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	NONE		

Alisa Fohler
Signature

7/8/07
Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Ophelia P. Rudin
Name of Charter School NYCA Charter School
Home Address 211 E. 70th St. NY, NY 10021 (31H)
Business Address 211 E. 70th St, PHB, NY, NY, 10021
Daytime Phone 212-407-2433
E-Mail Address ~~orudin~~ orudin@rudin.com

1. List all positions held on board (e.g., chair, treasurer, parent representative): Vice President, Board of Trustees

2. Is the trustee an employee of the School? ___ Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

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Phelia P. Rudin
Signature

7/6/07
Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) John Rusik
Name of Charter School New York Center for Artisan Charter School
Home Address 366 West 245th Street Bronx NY 10471
Business Address 583 West 215th Street #45 NY NY 10034
Daytime Phone 212 544 0986
E-Mail Address jrusk@nyc.rr.com

1. List all positions held on board (e.g., chair, treasurer, parent representative): Board member, Chairman Supervision and Administrative Committee

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

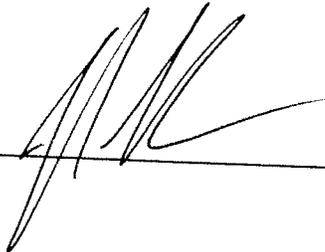
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Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest

Signature



Date

7/11/07

NEW YORK STATE EDUCATION DEPARTMENT
Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) DAVID SANDLER
Name of Charter School NYCA CHARTER SCHOOL
Home Address 68 LAIGHT ST APT. 2 NY, NY 10013
Business Address 175 WATER ST 28TH FL NY, NY 10038
Daytime Phone 212 458 2682
E-Mail Address david.sandler@aig.com

1. List all positions held on board (e.g., chair, treasurer, parent representative): parent representative

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

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NONE			

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Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
NONE			

David J. Full

 Signature

7.12.2007

 Date

NEW YORK STATE EDUCATION DEPARTMENT

Disclosure of Financial Interest by a Charter School Trustee
Annual Report 2006-07

Section IV

Name (print) Laura Slatkin
 Name of Charter School NYCA Charter School
 Home Address 18 E 74th St, NYC, 10021
 Business Address 477 Madison Ave, NYC, 10022
 Daytime Phone 212-988-9291 - 212-789-0047
 E-Mail Address lslatkin@candelagroup-ny

1. List all positions held on board (e.g., chair, treasurer, parent representative):
board member

2. Is the trustee an employee of the School? Yes No

3. If you checked Yes, please provide a description of the position you hold and your responsibilities, your salary and your start date.

Identify each interest/transaction (and provide the requested information) that you or any of your immediate family members or any persons who live with you in your house have held or engaged in with the charter school during the time you have served on the board, and in the six month period prior to such service. If there has been no such financial interest or transaction, write **none**. Please note that if you answered **yes** to Question 2, you need not disclose again your employment status, salary, etc.

Date(s)	Nature of Financial Interest/Transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to yourself
None			

Identify each individual, business, corporation, union association, firm, partnership, committee proprietorship, franchise holding company, joint stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the School **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member or person living in your house had a financial interest or other relationship. If you are a member, director, officer or employee of an organization formally partnered with the School that is doing business with the School through a management or services agreement, you need not list every transaction between such organization and the School that is pursuant to such agreement. Instead, please identify only the name of the organization, your position in the organization as well as the relationship between such organization and the school. If there was no financial interest, write **none**.

Organization Conducting Business with the School	Nature of Business Conducted	Approximate Value of the Business Conducted	Name of Trustee/ Immediate Family/Member of Household Holding an Interest in the Organization Conducting Business with the School and the Nature of the Interest
None			

Sam Stark

 Signature

7/12/07

 Date



New York Center for Autism
Charter School

July 26, 2007

RE: DISCLOSURE OF FINANCIAL INTEREST
BY A CHARTER SCHOOL TRUSTEE

To Whom It May Concern:

This letter is to inform you that the New York Center for Autism (NYCA) Charter School did not receive a completed Disclosure of Financial Interest form from one of its new Trustees. Specifically, Thelma Wallace who joined the board in June 2007 could not be reached to complete the form. The school office has sent the form to Ms. Wallace's office and email addresses. In addition, we have left multiple voicemail and email reminders with Ms. Wallace.

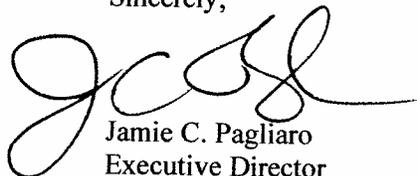
Ms. Wallace has never been an employee of the charter school and, to the best of my knowledge, has no financial interest in NYCA Charter School.

NYCA Charter School will continue making every attempt to reach Ms. Wallace and have her complete the form. Ms. Wallace's contact information appears below for your records:

Thelma Wallace
Director of Budgets and Administration
Bank Street College of Education
132 Claremont Ave
New York, NY 10025
(Phone) 212-961-3403
twallace@bnkst.edu

Please contact me at (212) 860-2580 if you have any questions regarding this matter.

Sincerely,



Jamie C. Pagliaro
Executive Director

New York Center for Autism Charter School 2006-2007 School Year Calendar

Jul-06						
19 School Days						
M	T	W	T	F	S	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

3rd - Recess; 4th Holiday; 5th - Begin School/Extended Period (Summer Session)

Sep-06						
19 School Days						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1st - Teacher Professional Development; 4th - Labor Day; 5th - Classes Resume for 2006-2007 School Year

Nov-06						
18 School Days						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7th - Election Day; 10th - Veterans Day; 23rd-24th - Thanksgiving Day Recess

Jan-07						
21 School Days						
M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1st Christmas Recess; 2nd- Classes begin; 15th - Dr. Martin Luther King

Mar-07						
22 School Days						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May-07						
22 School Days						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

28th - Memorial Day

Aug-06						
14 School Days						
M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

18th - End of Extended Period (Summer School); 21st-31st Recess

Oct-06						
20 School Days						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

2nd - Yom Kippur ; 9th - Columbus Day

Dec-06						
16 School Days						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

25th - 29th Christmas Recess

Feb-07						
15 School Days						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

19th - 23rd Mid-Winter Recess

Apr-07						
13 School Days						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

2nd - 10th Spring Recess

Jun-07						
19 School Days						
M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

28th - 29th - Summer Break

**FACILITY SHARED USE AGREEMENT BETWEEN
The New York Center for Autism Charter School
AND THE
NEW YORK CITY DEPARTMENT OF EDUCATION
[July 1, 2005]**

This Agreement made between the Department of Education of the City of New York (the "Department"), with offices located at 52 Chambers Street, New York, New York 10007, and **The New York Center for Autism Charter School**, an independent and autonomous public school under the New York Charter Schools Act of 1998 (the "Charter School" or "School"),

WHEREAS, the Charter School will be located at **433 East 100th Street New York, NY 10029** and housed within **PS 50**, a New York City public school (the "Public School"); and

WHEREAS, the purpose of this Facility Shared Use Agreement is to set forth the specific terms as to the use of the space designated for the Charter School in the Public School building (the "Building"); and

NOW, THEREFORE, the Department and the Charter School in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term and Premises

- 1.1 This Agreement shall commence on **July 1, 2005** (hereinafter the "Commencement Date") and terminate five years from the Commencement Date or upon the expiration or termination of the Charter School's charter or upon expiration or termination of the lease in the event that the Charter School is located in a leased premises, whichever is earlier or as provided herein. This Agreement may be terminated earlier pursuant to the terms of this Agreement or extended by a written Agreement signed by the parties.
- 1.2 Pursuant to this Agreement, the Charter School is authorized to use Dedicated and Shared Space as defined in Article 2 and Attachment A.

Article 2. Dedicated and Shared Space

- 2.1 The Department hereby grants to the Charter School use of the "Dedicated Space" as detailed in Attachment A solely for the purposes set forth in the School's Charter between the **New York City Department of Education**, the Charter School's authorizer, and the Charter School and on the terms and conditions set forth herein. On an annual basis, the Charter School may request

to renegotiate the Dedicated Space with the Department to accommodate changes in the School's enrollment.

- 2.2 During the term of this Agreement, the rooms and facilities listed as Dedicated Space in Attachment A are designated for use by the Charter School. Notwithstanding anything to the contrary contained herein, the Chancellor reserves the right to relocate the Charter School to an alternate location geographically proximate to the location of the School, as defined in this Agreement, (the "Alternate Location") if he/she determines that the space being used by the Charter School is required for use by a Department public school. Any such Alternate Location will be provided to the Charter School under the cost structure detailed in Articles 5 and 6 of this Agreement. Prior to relocation the Chancellor shall consult with the Charter School as to the possibility of relocation and take under advisement any preferred alternative locations. The Chancellor shall certify in writing that in his/her judgment the need of the school system requires the re-acquisition of the Charter School space for Department use and that no other feasible space is available to meet the educational needs of the school system and that he/she has consulted with the Charter School. Every reasonable effort will be made to relocate the Charter School as close to the original location as practical. The Department will provide written notice of this change to the Charter School by December 1st prior to the academic year in which such changes shall take effect. The Department shall at its expense move the Charter School furniture, equipment, and school materials if the Charter School is relocated to alternate public school space pursuant to this paragraph.
- 2.3 Prior to the start of each academic semester, the principals of the Charter School and the Public School shall meet to discuss shared use of the gym, auditorium, specialized classrooms, cafeteria and other shared facilities located at the Public School ("Shared Space"). Shared Space for the purposes of this Agreement shall include but not be limited to the spaces listed as Shared Space on Attachment A. The principals of all schools located within the Building shall cooperatively decide how to use Shared Space in a manner that is not to the exclusive benefit or detriment of one school. If any dispute related to use of the Shared Space arises that cannot be resolved among the Charter School Principal and the Principal of the Public School, any of the principals may seek the involvement of the Office of New Schools or Chancellor's designee and the Regional Superintendent's Office (the "Regional Superintendent") to aid in the resolution of such dispute. The use of the Shared Space for the first academic semester of this Agreement is set forth on Attachment A. [Until such time as the principals determine a schedule for use of the Shared Space, the schedule for the prior semester shall govern].
- 2.4 Subject to the terms of this Agreement, including Articles 5 and 6, the Charter School shall be responsible for any costs and/or liabilities that may arise from use of the Dedicated Space and Shared Space, including, without limitation, costs associated with keeping the Building open beyond Regular Opening Hours,

currently 7:00am to 6:00pm Monday through Friday on all days that Department public schools are in session. The Charter School acknowledges that opening hours beyond the actual school day session are subject to the availability of funds and any changes in the Department's collective bargaining Agreements and may change from time to time. Notice of any such change will be provided in the same manner as notice is given to the Public School.

- 2.5 The Principal of the Charter School shall have access to the building in the same manner that the Principal of the Public School is granted access, and shall coordinate with the Building custodial staff for such access. However, if no permit is requested and the building is closed, no HVAC will ordinarily be available. The right to have access to the building during non-regular opening hours is restricted to the Principal and administrative staff may be granted access when the Principal is present. For liability and security reasons, when parents, students or teachers are present after non-regular opening hours, a permit is required to ensure the security of the building.
- 2.6 In order to use the Premises, defined as Dedicated or Shared Space, during times other than Regular Opening Hours, the Charter School shall request permits for extended-day use and for other activities. In the event that the Charter School conducts an extended timetable and extra-curricular programs, the Charter School may request a continuing permit lasting a full academic year (July 1 to June 30 of the following calendar year) up to two semesters in advance for ongoing extended-day and weekend programs. It is understood that the Charter School shall apply for the permit with the custodian, and after processing by the custodian, the permit application will be submitted to the Regional Operations Center (the "ROC") for approval with a courtesy copy of the permit application being sent to the Principal of the Public School. The Department will provide security services for extended-day programs and other Charter School events at the Charter School's expense. Prior to submission of a permit application to the custodian, all annual or semester length permits must be discussed with the respective Charter and Public School principals to ensure equitable and adequate access to the school premises during non school hours by the respective schools. (It is not the intention of this paragraph to enshrine a first come first serve approval process between the two schools).
- 2.7 No outside entity may use the Dedicated Space without first submitting a permit request to the Charter School Principal. Upon review by the Charter School Principal, such entity's request to use the Dedicated Space after school hours shall be submitted, together with any comments or recommendations from the Charter School Principal to the Custodian for processing with a copy to the Principal of the Public School. Upon processing by the Custodian, the permit request will be forwarded to the ROC. The final approval of all such permits shall be made by the ROC. The entity shall be responsible for paying the required permit fee. The Charter School shall not allow any entity or person to use the Premises without an approved permit. All permit requests must be forwarded to

the ROC at least one month in advance of said event, unless this requirement is waived by the ROC. No permit is required for Charter School's contract vendors providing academic and educational services to the Charter School.

- 2.8 The Chancellor or his designee may authorize the use of the Dedicated Space when not in use by the Charter School provided that such use shall not otherwise interfere in any way with the Charter School's normal use of the space. Except in an emergency, the Chancellor shall give the Charter School a minimum of two (2) weeks notice of his/her desire to utilize the space. The Charter School shall not be responsible for any costs and/or liabilities that may arise from such use, including, without limitation, costs associated with keeping the Building open beyond Regular Opening Hours.

Article 3. Termination

- 3.1 This Agreement shall be terminated automatically upon the revocation or expiration of the Charter School's charter.
- 3.2 The Charter School may terminate this Agreement at any time, provided the Charter School gives the Department at least thirty (30) days prior written notice.
- 3.3 The Agreement may be terminated at the option of the Chancellor by December 1st of the academic year prior to the academic year in which such termination shall take effect for any of the following reasons: i., in the opinion of the Chancellor, the Charter School is not organizationally viable; ii., in the opinion of the Chancellor, the Charter School has mismanaged public funds; or iii., in the opinion of the Chancellor, the Charter School's academic performance does not meet the student goals and objectives established between the Charter School and its authorizer in the Charter School's accountability plan.
- 3.4 This Agreement may be terminated by the Chancellor upon a material breach of this Agreement by the Charter School. The Charter School shall be given written notice of the material breach and be granted 30 days to cure said breach. Material breaches involving the health and safety of the school must be cured immediately.
- 3.5 The Charter School shall discontinue use of the Dedicated Space upon the effective termination date of this Agreement.

Article 4. Vacating the Premises

- 4.1 Upon the expiration of the term or effective termination date of this Agreement, the Charter School shall vacate the Dedicated Space in good condition, subject to ordinary wear and tear.
- 4.2 All personal property of whatever kind or nature in the Dedicated Space that is owned, or paid for by the Charter School, shall remain the property of the Charter School, and upon vacating the Dedicated Space, the Charter School shall

remove such property at the Charter School's expense. Fixed personal property shall be removed at the request of the Chancellor or designee, and the Charter School shall restore the Dedicated Space to good condition, equivalent to the condition of the Dedicated Space at the commencement of the Charter School's use, subject to ordinary wear and tear.

- 4.3 All Department property must remain in the Dedicated Space; however, if that property shall have been damaged by fire or other casualty attributed to the Charter School, it shall be repaired or replaced at the Charter School's expense.

Article 5. User Fee

- 5.1 The Chancellor shall charge the Charter School a fee of One Dollar (\$1.00) per annum for use of the shared facility during the Regular Opening Hours. The Charter School shall be responsible to pay the costs for the use of the Dedicated Space as detailed in Article 6.

Article 6. Payment for Services

- 6.1 The Department will provide utilities, custodial services, maintenance services and school safety services ("Operating Services") to the building. Beyond the provisions of 6.2, there will be no additional cost charged to the Charter School for the provision of Operating Services to the building during Regular Opening Hours.
- 6.2 The Charter School will pay for overtime-related costs for services beyond those typically provided during Regular Opening Hours of the School Year as a result of the Charter School's use of the Building as detailed in Article 2.6. See *Addendum to Article 6.2 Payment for Services*.

Article 7. Uninhabitable Space

- 7.1 If construction on the Building or Premises renders any part of the Dedicated Space uninhabitable, the Department shall make reasonable efforts to find alternative space for the Charter School in another public school. The Department shall make reasonable efforts to provide notice to schools of construction consistent with the notification procedures for the Public School.
- 7.2 If the Dedicated Space becomes uninhabitable, in the best judgment of the New York City Department of Buildings, due to any unplanned event, the Department is not obligated to provide alternative space, and may cancel this Agreement if the Department determines that it will not rebuild or repair the space in a timely manner. However, the Department will use reasonable efforts to find the Charter School alternative space in another public school.

Article 8. Charter School Alterations

- 8.1 The Charter School agrees to accept the Dedicated Space and Shared Space on an "as is" basis.
- 8.2 The Charter School, at its sole cost and expense, may only make temporary and nonstructural decorative or cosmetic alterations to the Dedicated Space. If the Charter School wishes to make permanent, structural alterations to the Dedicated Space or Building, the Charter School shall notify and obtain the written consent of the Regional Operations Center or Chancellor's designee, shall provide plans and specifications for the proposed permanent, structural alterations to the Division of School Facilities, and obtain the Division of School Facilities' written consent prior to making any material alterations to the Dedicated Space. Such consent shall not be unreasonably withheld nor delayed beyond thirty (30) days of receipt of such request.

Article 9. Emergency

- 9.1 In an emergency, as determined by the Chancellor, the Department reserves the right to temporarily interrupt the Charter School's use of the Dedicated Space or any Building facilities or systems, and such interruption shall not be deemed a breach of this Agreement. The Department's Office of New Schools or Chancellor's designee shall make reasonable efforts to assist the Charter School in finding alternative and appropriate space in the event of such emergency.
- 9.2 The Charter School Principal shall immediately inform the Regional Operations Center or Chancellor's designee and the Building Principal of any health and/or safety emergency (hereinafter, "School Emergency"). Similarly, the Principal of the Public School will immediately notify the Charter School Principal of any School Emergency.
- 9.3 The Charter School shall immediately notify the Office of New Schools or Chancellor's designee of any serious incidents that take place in the Building where the police, fire department or the paramedics are involved. This includes but is not limited to incidents of physical or sexual abuse, bomb threats, weapons brought to school, and the possession or sale of narcotics. The Charter School shall fax to the Office of New Schools or Chancellor's designee an incident report related to such event as soon as practicable. Similarly, the Principal of the Public School will immediately notify the Charter School Principal of any serious incidents of such serious events taking place. All allegations of corporal punishment shall be reported to the Chancellor's designee. The Charter School shall cooperate in all investigations involving incidents or wrongdoings that occur on or near school property.

Article 10. Compliance with Laws and Regulations

- 10.1 The Charter School agrees to comply with all required approvals, laws, regulations, orders and requirements of federal, state and local governmental authorities having jurisdiction over the Building and its activities. (including

mandated child abuse reporting). The Charter School shall comply with all Chancellor's regulations and directives affecting schools that involve the health, safety or welfare of the school community.

- 10.2 The Charter School shall not permit any activity in or about the Dedicated Space that might impair the proper functioning of Building systems or threaten the exterior or structural elements of the Building.
- 10.3 No vending machine shall be installed without the express written approval of the Chancellor.
- 10.4 If a violation is issued against the Dedicated Space due to the Charter School's acts or omission by an agency of jurisdiction (e.g., the New York City Department of Buildings), the Charter School shall be responsible for paying the costs to cure said violation within thirty (30) days of issuance and pay all costs related thereto, included but limited to the cost for said violation. If the Charter School fails to cure said violation within thirty (30) days, the Department as agent to the Charter School may cure said violation and charge the Charter School for all costs related thereto and the Department is authorized to deduct the amount owed to the Department from the Charter School's general operating payment as part of the Department's annual financial reconciliation process for charter schools.
- 10.5 The naming of school buildings and all spaces therein shall remain the exclusive prerogative of the Chancellor.

Article 11. NCLB Transfers and Student Assessment

- 11.1 The Charter School will reserve ten percent (10%) of its available seats to students transferring from Department public schools through the Department's No Child Left Behind (NCLB) choice transfer program [[Ed.L. §2854(2)(a)]. By December 1st of each school year, the Charter school will notify the Department of the number of available seats. The Charter School will be notified by the Department by May 15th if no students will be transferred under this provision.

Article 12. Audit and Annual Report

- 12.1 As required by the New York State Charter Schools Act (the "Act"), the Charter School shall retain an independent certified public accountant or certified public accounting firm licensed in New York State to perform an audit of the Charter School's annual financial statements. The independent audit of the Charter School's financial statements must be performed in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States, if applicable. Together with the audited financial statements, the Charter School shall require its independent certified public accountant or certified public accounting firm to issue a report on compliance with laws, regulations, contracts and grants and on internal controls over financial reporting, based on its audit of the financial statements. A copy of this report shall be

submitted annually to the Office of New Schools or Chancellor's designee by December 1st.

- 12.2 The Charter School will submit to the Chancellor's designee a copy of the School's Annual Report, as required by the Act no later than August 1st of each calendar year.

Article 13. Press Access

- 13.1 No news organization is allowed in the Building without notification to the Department's press office. Press access granted by the Charter School shall be in connection to Charter School activities.

Article 14. Indemnification

- 14.1 In connection with the use of the premises, the Charter School shall defend, indemnify and save the Department, the City of New York, and its officers, agents, representatives and employees harmless from and against any and all claims, liability, losses, damages, expenses, suits and judgments of any nature arising from injuries to any persons or property during the term of this Agreement resulting from the Charter School's acts, omissions, negligence or misconduct, or those of any of the Charter School's employees, students, agents, invitees or contractors, in connection with its use, access and occupancy of the Building that are not the result of the Department's negligence or misconduct. In any event, the Charter School shall not indemnify the Department in connection with any activities or events conducted by the Department including any acts, omissions, negligence or misconduct of the Department or the Department's invitees resulting from the Department's use of the Building.
- 14.2 The Charter School shall be responsible for any and all acts of vandalism or mischief by its personnel, students, or invitees to the Building.

Article 15. Insurance

- 15.1 During the term of this Agreement, the Charter School shall maintain and keep in force a minimum of Two Million Dollars (\$2,000,000.00) comprehensive general liability, property loss, and personal injury insurance and One Million Dollars (\$1,000,000.00) per occurrence liability insurance. The Department and the City of New York shall be listed as additional insureds on each policy.
- 15.2 All insurance certificates shall be kept in the Charter School Principal's office.
- 15.3 The Charter School agrees to comply with any insurance regulations promulgated by the Commissioner of the State Education Department as authorized by the Act.

Article 16. Waiver

- 16.1 No provision of this Agreement shall be deemed to be waived by the Department, the Chancellor and his designee or the Charter School, unless specifically waived in writing and signed by the Department, the Chancellor, the Chancellor's designee or the Charter School, respectively.
- 16.2 One or more waivers by the Department of any covenant or condition hereof shall not be construed as a waiver of a subsequent failure to comply by the Charter School with the same, or any other, covenant or condition. The consent or approval by the Department of any act by the Charter School shall not be construed to waive or render unnecessary any consent or approval required.

Article 17. Access by the Department

- 17.1 The Department or its agent(s) shall have the right to enter and/or pass through the Dedicated Space or any part thereof at any time (a) for the purpose of making repairs in or to the Dedicated Space as allowed by this Agreement or required by law or emergency, (b) to evaluate whether or not the Charter School is meeting the terms and conditions of its charter and accountability plan, and (c) to examine the Dedicated Space during non-school hours.

Article 18. Merger, Modification, Law, Notices, Invalid Provisions

- 18.1 This Agreement contains the sole and entire Agreement and understanding of the parties. Any and all prior writings, Agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.
- 18.2 The terms of this Agreement will continue to govern in the event the Charter School is relocated pursuant to Section 2.2.
- 18.3 This Agreement shall be governed by and construed according to the laws of the State of New York and may not be modified except in writing upon mutual consent of the parties.

18.4 All notices required to be given hereunder shall be in writing and, if to the Department shall be addressed to:

NYC Department of Education
Office of New Schools
52 Chambers Street, Room 405
New York, New York 10007

Notice shall be given to the Charter School at the following address:

The New York Center for Autism Charter School
433 East 100 Street
New York, NY 10029

Notice shall be given to the Regional Superintendent at the following address:

Peter Heaney
333 7th Ave
New York, NY 10001

Notice shall be given to the ROC at the following address:

333 7th Ave
New York, NY 10001

18.5 The Department hereby authorizes the Charter School to use the Dedicated Space in a manner consistent with this Facility Shared Use Agreement and Department rules. The Charter School acknowledges that the final authority with respect to the use of the Building rests solely within the discretion of the Chancellor. This Facility Shared Use Agreement is not intended as a lease or license of real property but as a voluntary consent to use the Department's facility. The Charter School acknowledges that the Department's Division of School Facilities has responsible oversight over all Department buildings and leased sites, and the Charter School agrees to comply with all directives and rules and regulations regarding the use of school facilities. The Charter School acknowledges that use of the school space situated in leased space is subject to the terms and conditions of the lease entered into between the Department and Landlord.

19.1 The Chancellor's designee shall be [insert responsible party] Office of New Schools or such other person(s) whom the Chancellor shall designate from time to time in written notice to the Charter School.

Article 20. Assignment and Subletting

20.1 The Charter School shall not assign its rights or delegate its duties under this Agreement or sublet, or permit the subletting of the Dedicated or Shared Space or any part thereof.

Article 21. Security Clearance

21.1 The Charter School agrees that in the discretion of the Chief Executive of the Department's Division of Human Resources ("Chief Executive") those of its employees or its contractors providing services in the Building shall be subject to security clearance procedures, including but not limited to fingerprint checks. The Chief Executive of the Department's Division of Human Resources or his designee will determine whether any of the Charter School's employees or its Contractors subjected to security clearance procedures will be denied access to the Building, for security reasons.

(a) In the event that any of the Charter School's employees or its contractor's employees are denied such access by the Chief Executive of the Division of Human Resources:

- (i) the Board will notify the Charter School of the specific grounds for the decision and afford the individual an opportunity to present information on his or her behalf;
- (ii) the Charter School immediately will remove and bar the individual from any contact with the public school building during the course of this Agreement, unless and until the decision is reversed; and

(b) The Charter School and its contractors shall be required to bear the cost of fingerprinting its employees who are subjected to security clearance procedures, and the cost of processing such fingerprints.

NO FURTHER TEXT

Attachment A

Designated Space

The **Dedicated Space** for New York Center for Autism Charter School (NYCACS) is a hallway/corridor located on the second floor of PS 50 containing four (4) classrooms, five (5) administrative office spaces, a central area with counter tops, cabinets and sink, and a boys and girls bathroom.

The **Shared Space** agreed upon by the Executive Director of NYCACS and the Principal of PS 50 includes the cafeteria, gymnasium and locker rooms, auditorium/multi-purpose room, library, art room, music room, dance studio, playground, life skills area, stairwells and school entrances/exits.

Is this the long-term configuration of the building? Yes

If not, does a long-term building configuration exist? N/A

If either school is growing/changing enrollment, this attachment should be renegotiated as needed.

Building Council Sign-Off

School: PS 50 - Vito Marcantonio

Principal Name: Rebekah Mitchell

Principal Initial RM

School: New York Center for Autism Charter School

Principal Name: Jamie Pagliaro

Principal Initial JCP

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on [insert date].

DEPARTMENT OF EDUCATION
OF THE CITY OF NEW YORK

The New York Center for Autism Charter
School

BY: [Signature]
For the Chancellor

BY: [Signature]
Jamie C. Pagliaro
Print Name

Approved:

BY: [Signature]
Office of New School Development

Executive Director
Title

ORGANIZATION ACKNOWLEDGMENT

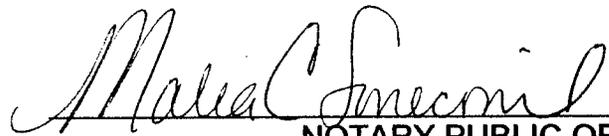
STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 1st day of July, 2004, before me personally came, Jamie C. Pagliaro, to me known and known to me to be the Executive Director of New York Center for Autism Charter School, to execute the foregoing Agreement on behalf of New York Center for Autism Charter School and said Jamie C. Pagliaro acknowledged that he executed the foregoing Agreement for and on behalf of said New York Center for Autism Charter School.

Malia C. Swieconeck
Notary Public, State of New York
01SW6112027
Qualified in New York County
My Commission Expires June 28, 2008



NOTARY PUBLIC OR
COMMISSIONER OF DEEDS

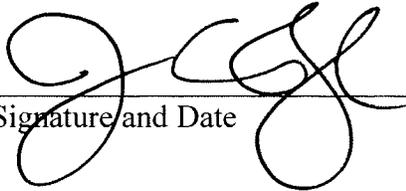
NYCA Charter School, Teacher Attrition (cont.)

Grade	Teachers	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
7th	# Employed													
	# Leaving													
	% Attrition													
8th	# Employed													
	# Leaving													
	% Attrition													
9th	# Employed													
	# Leaving													
	% Attrition													
10th	# Employed													
	# Leaving													
	% Attrition													
11th	# Employed													
	# Leaving													
	% Attrition													
12th	# Employed													
	# Leaving													
	% Attrition													
Ungraded	# Employed	3	6	6	6	6	6	5	5	5	5	5	5	7
	# Leaving	0	1	0	0	0	0	1	0	0	0	0	0	2
	% Attrition	0	17	0	0	0	0	20	0	0	0	0	0	29

Statement of Assurances

Our signatures below attest that all of the information contained herein is truthful and accurate, and that this charter school is in compliance with all aspects of its charter, and with all pertinent Federal, State, and local laws, regulations, and rules. We understand that if any information in any part of this report is found to have been deliberately misrepresented, that will constitute grounds for the revocation of our charter.

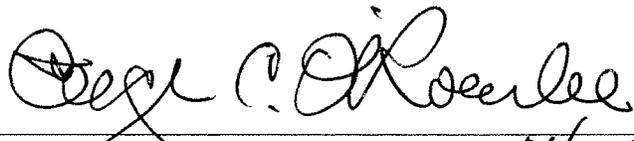
Jamie C. Pugliaro
Print Name, Head of Charter School

 7/24/07
Signature and Date


Notary Public Signature and Seal

SUSAN DAVIS
Notary Public, State of New York
No. 02DA4995369
Qualified in New York County
Commission Expires April 20, 2010

HUGH C. O'Rourke
Print Name, President, Board of Trustees

 7/25/07
Signature and Date


Notary Public, Signature and Seal

OLGA L. RUDYK
Notary Public - State of New York
No. 01RU5012209
Qualified in Westchester County
Commission Expires June 15, 2011