

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

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PARENT TEACHERS ASSOCIATION OF PUBLIC
SCHOOL, M 539 a/k/a NEST, EMILY ARMSTRONG,
LUIS GASCO, MICHELLE BUFFINGTON AND
ABBY HOROWITZ,

Petitioners,

-against-

BOARD OF REGENTS OF THE STATE UNIVERSITY
OF NEW YORK,

Respondent,

For a Judgment Pursuant to Article 78 of the CPLR.

Index No.:
Date Purchased:

**PETITION UNDER
CPLR ARTICLE 78**

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Petitioners herein (collectively, the “Petitioners”), appearing by and through their
counsel, Hass & Gottlieb, hereby allege as follows:

THE PARTIES

1. At all relevant times, petitioner, the Parent Teachers Association (“Nest PTA”) of Public School M539, also known as New Exploration of Technology Science and Math, or NEST + M (hereinafter “NEST” or the “School”), is an association of parents whose children are students enrolled at NEST.
2. At all relevant times, petitioners Emily Armstrong, Luis Gasco, Michelle Buffington and Abby Horowitz (collectively, the “Individual Petitioners”) were all residents and taxpayers of the City of New York and parents of children currently attending NEST.
3. At all relevant times, The Board of Regents of the University of the State of New York (the “Regents”), is named in its capacity under the New York Charter Schools Act of 1998 (L. 1998, ch. 4 §1 *et seq*, as amended, hereinafter the “Charter School Act”) (hereinafter, the Regents may be termed, the “Respondent”).

GENERAL ALLEGATIONS AND BACKGROUND

4. At all relevant times, Joel Klein (“J. Klein” or the “Chancellor”) was and is the appointed Chancellor of the New York City Department of Education and is in charge of administering the City of New York public schools.
5. At all relevant times, J. Klein was a “Charter Entity” pursuant to New York Education Law §2851(3)(a).
6. At all relevant times, The New York City Department of Education (the “DOE”), was and is an administrative body of The City of New York, authorized to administer the New York City public school system.
7. This Article 78 proceeding seeks to revoke of the approval of the subject charter school by the Respondent in violation of applicable law.

The Nest School

8. NEST is a public school that was founded in 2001 pursuant to a resolution duly adopted, on May 16, 2001, by The Board of Education of the City of New York (the “Resolution”) which resolution was duly executed by Chancellor Harold Levy, and by one Judith Rizzo, one David Klasfeld and one Chad Vignola.
9. NEST was established after Chancellor Levy requestd that Celenia Chevere, a long time educator with a stellar track record at establishing and administering schools in New York City, create a new school that would be the only K-12 public school in New York City housed in a single school building with the intention of enabling a seamless K-12 integrated curriculum. NEST, if successful, was designed to serve as a model of a public school with the intention that other schools using the same approach would be established in each

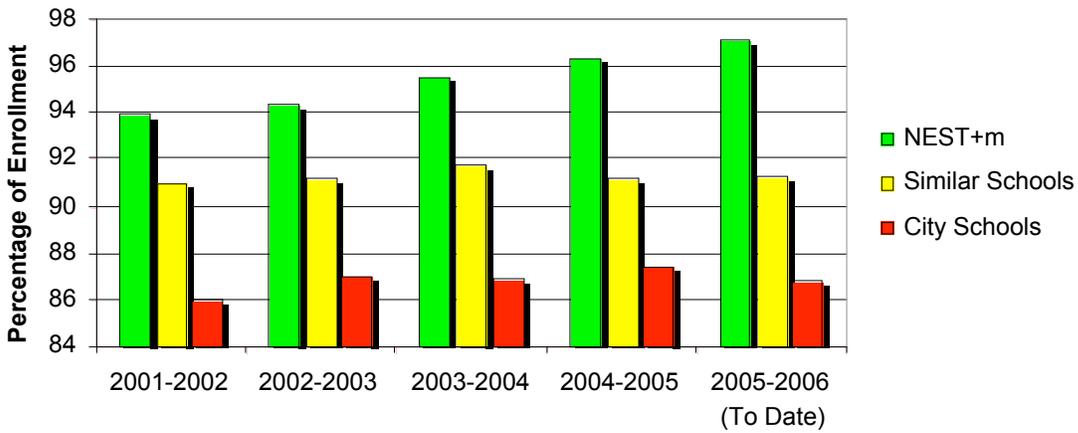
borough of New York City.

10. NEST was also established because, at the time of its establishment, Community School District One experienced an exodus of its students in large numbers to other districts. NEST was established to provide an alternative to these fleeing students.
11. The plan that established NEST provided for the following key features: (a) NEST would have an admission process affording equal access to the community to insure that the school's enrollment would be reflective of the diversity of School District One and of New York City; and (b) the school would occupy an entire school building.
12. NEST commenced its first year as a New York City public school in September of 2001, with a student population of 130. In the present school year 2005-2006, NEST has 739 students. For the school year 2006-2007, NEST intends to have over 1,000 students, pursuant to a revised estimate submitted by the School.
13. NEST has become a model of excellent public school education. This year's scores in a variety of tests administered by New York State and New York City that have yet to be published by the DOE, ranked NEST in the top three schools in New York City.
14. In fact, based on data provided by the DOE and as further testament to NEST's excellence, is the constant improvement in the Standardized Test Scores of its students as follows:
 - In 2003, based on the test scores in the English Language Arts (ELA) test administered by New York State and New York City, only 58 percent of NEST'S students achieved the highest performance levels available. By 2005, in the same ELA testing, 99.1 percent of NEST's students achieved the highest performance

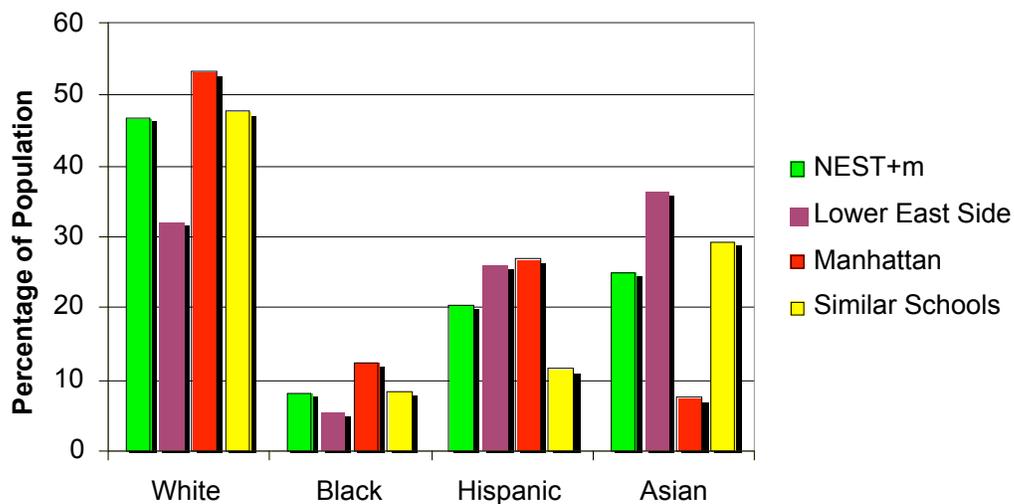
levels available.

- In 2002, based on the test scores in mathematics tests administered by New York State and New York City, only 41.5 percent of NEST's students achieved the highest performance levels available. By 2005, in the same mathematics' tests, 97.4 percent of NEST's students achieved the highest performance levels available.
 - In 2003, based on the test scores in the English Language Arts exam for 8th grade administered by New York State (the "State ELA Test"), 37 percent of NEST's students achieved the highest performance levels available. By 2005, in the same New York State ELA Test, 96.8 percent of NEST's students achieved the highest performance levels available on this test.
 - In 2003, based on the test scores in the mathematics for 8th grade test administered by New York State (the "State Math Test"), 76 percent of NEST's students achieved the highest performance levels available. By 2005, in the same State Math Test NEST, 100.0 percent of NEST's students achieved the highest performance levels available.
 - In 2003, based on the test scores in Science for 8th grade test administered by New York State (the "State Science Test"), 82.6 percent of NEST's students achieved the highest performance levels available. By 2005, in the same State Science Test NEST, 100.0 percent of NEST's students achieved the highest performance levels available.
15. The achievement of NEST is not only academic. NEST's attendance rates since its

inception are the best in New York City:



16. Most of NEST's student population resides in District 1 and in the adjacent District 2 (which in many cases is physically closer to the School).
17. In fact, 40.3% percent of the student population of NEST resides within a 1 mile radius of NEST, and 60.8% percent of the student population of NEST resides within a 2 mile radius of NEST. .
18. As such, NEST is truly a neighborhood school serving both the Lower East Side and lower Manhattan.
19. Based on data provided by the DOE, as indicated in the chart below, NEST is a neighborhood school and the ethnic/racial background of NEST's student body resembles that of New York City, the Lower East Side and is much more diverse than the profile of schools that are similar to NEST:



20. Based on data available from the DOE, testing scores achieved by NEST’s students exceed scores of schools that are similar to NEST, which accept students based on screening. However, some of these similar schools, such as Hunter and Anderson, for example, admit students primarily based on an IQ-type testing. In fact, to be accepted into any of these programs, a kindergarten student must test in the top ONE OR TWO PERCENTILE in the Sanford-Binet Test or equivalent.
21. Unlike the Hunter and Anderson programs, NEST admits kindergarten students based on a three-hour play group in which each child’s ability is observed and evaluated. Similarly, the admission policy for NEST Middle School and High School is more “holistic” as NEST looks more at the potential and motivation of each applicant rather than at any given I.Q. or other standardized test scores.
22. The miracle of NEST is that it has been able to take “ordinary” students who are disciplined and motivated and to turn these students into “gifted and talented” students.
23. In recognition of NEST’s achievement in 2004, the DOE awarded NEST the status of a

“Gifted and Talented School.”

24. In fact, NEST is an example of public education at its best and should serve as a model for other public schools.

The Columbia Street Facility that Houses NEST

25. Part of the Resolution that founded NEST provided that NEST would occupy a public school building located at 111 Columbia Street, New York, New York 10002 (the “Columbia Street Facility”).
26. The Columbia Street Facility at that time housed two schools, the Leadership Secondary School and District 1 Collaborative High School. Both of these schools, at the time, had fewer than 250 students.
27. NEST’s plan called for it to occupy the entire building and not to share the space. The Resolution closed both of the schools and NEST, with its 163 students, became the sole occupant of the Columbia Street Facility.
28. In order to enable NEST to have a K-12 facility, significant work was done on the Columbia Street Facility. This work included breaking some of the walls, separating proposed kindergarten classrooms and building larger kindergarten classrooms, as required by law.
29. Science and biology labs that were necessary for the school to fulfill its mission to focus on, *inter alia*, science and technology, were built.
30. When the Columbia Street Facility was first provided to NEST’s staff, it was infested with vermin. Many of the building’s windows were sealed and many rooms were not capable of usage. Lights, windows, plumbing and doors were broken.

31. The school grounds were not useable and served as a garbage dump for the adjoining neighborhood and also served local drug users/dealers and prostitutes.
32. In fact, in rehabilitating the Columbia Street Facility, used syringes and other similar items were discovered.
33. Part of the success of NEST is credited to a dedicated parent body. This parent body exerted significant physical labor and raised over \$600,000.00 in private funds, the majority of which was donated by parents, to convert an abandoned rat-infested building into a beautiful and thriving school. The parents, *inter alia*, provided funding to purchase and install the following unique items: dining hall, school kitchen, air conditioners for class rooms, outdoor playgrounds, video camera security system, dance studio, high school basketball courts, library and much of the painting and lighting. With parental assistance, the Columbia Street Facility was converted from an under-utilized dilapidated facility, into a fully occupied thriving public school.

Ross Global, the Displacement of NEST and takeover of the Columbia Street Facility

34. Upon information and belief, at all relevant times, the Ross Global Academy Charter School (“Ross Global” or the “Charter School”), was formed under the New York Charter Schools Act of 1998 (L. 1998, ch. 4 §§1, *et seq.*) and New York Education Law §§2851, *et seq.*
35. The School was formed by three applicants (the “Applicants”) of two private organizations, the Ross Institute for Advanced Study and Innovation in Education (hereinafter “Ross Institute”) and New York University (“NYU”), which jointly submitted an application (the “Application”) to be granted a Charter (the “Charter”).

36. Two of the employees do not reside in New York State and the third resides on the Upper West Side of Manhattan.
37. The Applicants submitted the Application as part of their employment.
38. Thereafter, the Applicants stated that their employers are the "institutional partners" under the Charter School Act, so that the Ross Institute would earn licensing fees in the sum of \$325,000 per year, to be paid by the Charter School.
39. The Charter School and NYU would have an educational lab to experiment and a school that would serve as a training ground for students.
40. The driving force behind the Charter School and the Ross Institute is Courtney Sale-Ross ("C. Ross"), who decided to open and operate a chain of schools throughout the world that would maintain a "global" curriculum based upon the "Multiple-Intelligences" theory of educations.
41. The Ross Institute that developed a curriculum in 2004, will sell or license it to these academies.
42. The Charter School is intended to be the first school of such global chain.
43. Upon information and belief, on or prior to October of 2005, the Chancellor and/or personnel from the DOE had communications with the Ross Institute and/or C. Ross and/or representatives of others involved in the formation of the Charter School and/or others working for or on behalf of the New York University's Steinhardt School of Education.
44. Upon information and belief, the foregoing communications lead to an understanding among the parties involved, to overtake part of the Columbia Street Facility housing NEST and turn it over to a new charter school to be backed by the Ross Institute.

45. Capitalizing on the funds spent by NEST parents on capital improvements and years of physical work, the NEST school building and NEST's accomplishments would now serve as a laboratory for the Chancellor's solution for the impoverished New York City Public School System by turning childrens' education over to private organizations, to wit: charter schools.
46. During the summer of 2005, Robert Durkin ("R.Durkin")of New York University's Steinhardt School of Education contacted the principal of NEST and asked to visit Nest to study its successful teaching methods.
47. Subsequently, R. Durkin arranged a visit and C. Ross and several others toured the NEST and the Columbia Street Facility (the "Tour")
48. The Tour was hosted by the staff of NEST.
49. Unbeknownst to Petitioners prior to April, 2006, R. Durkin was one of the applicants who signed the Application submitted to form the Charter School.
50. Prior, during and after the Tour, R. Durkin and C.Ross neither disclosed they were acting on behalf of the Charter School, nor the very existence of the plans to establish a charter school.
51. Discussions between the DOE, the Ross Institute or people acting on its behalf, also centered around the formation of the Charter School and the submission of an application (the "Ross Application") to the Chancellor to authorize and approve the charter of Ross Global as a "Charter School" under the New York Charter School Act.
52. As part of the foregoing discussions and in subsequent discussions, the Columbia Street Facility was identified as the best potential site to house Ross Global, once its charter would be approved.

53. At the time of the foregoing discussion, the parties to such discussion knew that the Columbia Street Facility houses NEST.
54. The parties to these discussions agreed that the DOE would exercise its authority to lease, for \$1, part of the Columbia Street Facility to Ross Global.
55. Ross Global submitted the Ross Application to the Respondent J. Klein on or before October 1, 2005.
56. Upon information and belief, during the month of October 2005, the Chancellor approved the Ross Application and entered into a Charter with Ross Global (the “Charter”).
57. Upon information and belief, during the month of October 2005, the Chancellor, in his capacity as “Charter Entity” under Education Law §2851(3)(a), approved the Ross Application of Ross Global, entered into the Charter and submitted the same for approval to Respondent Regents.
58. Upon information and belief, on or about January 10, 2006, the Regents approved the Charter and Ross Application.
59. During the Ross Application process, Respondent, the Chancellor and the DOE failed to provide any notice to NEST relating to Ross Global or to the plan to house Ross Global at the Columbia Street Facility.
60. At every significant part of the application process, the DOE and the Regents failed to provide notice thereof to schools in the Lower East Side and to the local District.
61. In fact, upon information and belief, Respondents J. Klein and DOE intentionally withheld notice from NEST and the Petitioners relating to Ross Global, the Ross Application, the Charter and the intent with respect to the Columbia Street Facility.

62. On or about March 31, 2006, some parents who are actively involved with NEST, were advised by New York State Assembly Speaker Sheldon Silver's office, that Respondent J. Klein intended to wrest a large part of the Columbia Street Facility from NEST, to a newly formed charter school.
63. Representatives from Speaker Silver's office stated that they were surprised that NEST was still growing in light of the Chancellor's intentions to hand over a large portion of the Columbia Street Facility to a newly formed charter school.

Failure to Provide Adequate Notice

64. At each significant stage of the chartering process, timely notice was not provided to public and non-public schools in the same geographic area where the proposed charter is to be located.
65. Notice was not provided to NEST which was the principal school targeted by the DOE to house the charter school.
66. Notice was not provided to the local school district.
67. The Application contains numerous references to the Charter School's intention to be located on the Lower East Side of Manhattan in an area served by School District 1. See, e.g. Application at pp. 53, 57 and 102.
68. When the Application was submitted, the DOE and Chancellor Klein had identified potential feasible locations in the Lower East Side and commenced activities to validate the

space.

69. No notice was provided at this critical step of the chartering process to the targeted school, to other schools in the targeted area or to the relevant District.
70. Later in the application process, in response to a letter from the New York State Education Department, the Applicant stated that with respect to the latest efforts to secure a location within the Lower East Side, "the DOE has indicated that potential, feasible locations in the preferred regions (i.e., the Lower East Side) have been identified". Application at p. 1773.
71. At this next critical step in the application process, Chancellor Klein and the DOE did not provide any such notice to NEST, to other public and private school in the area and to the local District.
72. Another critical stage of the application process is the approval process before the Regents.
73. The Regents failed to provide notice to public and private schools that are affected or are in the proposed area and to the local District and did not take appropriate action to ensure that notice was provided.

The Charter Was Effectively Submitted By Two Institutions, Not Individual Community Members And Therefore Fails To Comply With The Provisions Of Article 16 Of The Education Law

74. The Charter with Ross Global was executed by Jennifer Chisdey ("J. Chisdey"), as the main applicant.
75. The Application also had two co-applicants, Robert Durkin ("R. Durkin") and Megan Silander ("M. Silander").

76. J. Chisdey is an Education Associate and M. Silander is a Director of Education and Outreach at the Ross Institute, with the latter providing the Ross Institute as her mailing address in the Application.
77. R. Durkin is employed by New York University and lists NYU's Metropolitan Center for Urban Education, which also serves as his mailing address for the Application.
78. According to the Application, the Charter School will have the Ross Institute as an institutional partner organization.
79. NYU took part in the design and planning of the Charter School through R. Durkin (one of the co-applicants) and another NYU graduate student.
80. The Board of the Charter School is not comprised of any members of the community who reside in the Lower East Side.
81. The Board of the Charter School is controlled by the Ross Institute and NYU.
82. One of the institutional partners, the Ross Institute, has contracted with the Charter School to provide certain "professional development" and "curriculum resources."
83. The Charter School, will pay an escalating fee to the Ross Institute (the "institutional partner") reaching \$320,000 per year as of year four.
84. The institutional partners did not provide any funding to the newly formed Charter School and only provided some services as well as a loan in the amount of \$632,000 made by the Ross Institute (the "Loan").
85. The Loan will accrue interest at a rate of five (5%) per year.
86. The Application also notes that the other institutional investor in the chartering process, NYU, enjoys a relationship with the Charter School that will serve New York University's

own "self-interest" in that it will provide opportunities for research efforts and internship opportunities for NYU students.

87. As further noted in the Application, Ross Global will serve as a "lab" for NYU and the Ross Institute.

88. Primary applicant M. Silander's principal assignment working for the Ross Institute was the formation of the Charter School.

89. Two private organizations, Ross Institute and NYU, operating through their employees, formed a charter school that will provide the Ross Institute \$320,000 in fees derived from the State of New York and provide NYU's professors a "lab" to conduct research, publish articles.

90. NYU will also have a school that can serve as a training ground for NYU students.

91. The main applicant and co-applicants submitted the Application in their capacity as employees of the institutional partners.

92. The institutional partners not only paid these employees for their work on the charter application, but also funded expenses incurred in the formation process.

The Charter Should Be Revoked Because It Was Not Submitted By Community Members And Therefore Fails To Comply With The Provisions Of Article 16 Of The Education Law

93. The Application was submitted by lead applicant M. Silander, who is not a resident of the State of New York.

94. Co-applicant, R. Durkin, is likewise not a resident of the State of New York.
95. None of the Applicants involved in the instant case is currently a teacher or school administrator.
96. Two of the Applicants live outside of the State of New York and the other lives in an affluent neighborhood on the West Side of Manhattan.
97. None of the applicants is a member of the Lower East Side community where the charter school insists on being located.
98. The Application does not indicate if any of the Applicants is a parent.

The Charter Should Be Revoked Because The Applicant Failed To Show That It Can Operate A School In An Educationally Sound Manner

99. The Applicants did not demonstrate that they have the ability to operate a school in an educationally sound manner.
100. Principal applicant M. Silander has been an employee of the Ross Institute since 2005.
101. Based on M. Silander's resume attached to the Application, since graduating from college in 1998, she has not maintained any job for much longer than two years.
102. M. Silander has written an administrative survey, analyzed data and conducted visits as a research associate at the Evaluating and Training Institute in Los Angeles, California.
103. She has worked on education policy and legislation relating to education.
104. She has volunteered on behalf of the Peace Corps and has worked for the Ross Institute

for the primary purpose of co-authoring the Application that serves as the basis for the dispute in this proceeding.

105. Co-applicant J. Chisdey does not have the experience to operate the Charter School in an educationally sound manner.

106. Her employment history reveals that she has fewer than four years' of teaching experience.

107. Her other positions in schools and education amount to approximately two years of experience at the Ross private school in the Hamptons which positions did not involve school administration or teaching.

108. J. Chisdey has not demonstrated the ability to operate a school in an educationally sound manner.

109. Co-Applicant R. Durkin, is not a teacher or school administrator.

110. According to information in *The New York Times*, R. Durkin was removed from his position as school principal for Washington Irving High School in Manhattan after an investigation found that he allowed nineteen students to graduate although they had failed required courses and had pressured teachers into giving students passing grades or had changed the grades himself without consulting them.

111. According to *The Times*, R. Durkin, was later reinstated after then-Chancellor Cortines expressed his, "profound concerns about the professional judgment he exercised in certifying nineteen students for graduation despite their failure of required courses."

112. R. Durkin had been close to Mayor Giuliani, who according to *The New York Times*, lobbied Chancellor Cortines for his reinstatement.
113. R. Durkin retired from active education administration and is now an employee of NYU at the Equity Assistance Center.
114. The Application fails to disclose information about R. Durkin's past suspension.
115. The Application fails to demonstrate that R. Durkin has the ability to operate a school in an "educationally sound manner."
116. The principal "official" institutional partner of the proposed Charter School is the Ross Institute.
117. The Ross Institute does not have and did not demonstrate the ability, to operate a school in an educationally sound manner.
118. According to the Application, the Ross Institute has never actually operated a school.
119. Exhibit C of the Application captioned "Ross Institute Track Record," purports to present to the Chancellor and the Regents the experience of the institute in providing "instructional and professional development programs, school curriculum development and student support programs" ("Exhibit "C").
120. Exhibit C deceptively provides the track record of the Ross Private School in the Hamptons.
121. The Ross Private School however, was founded years before the Ross Institute was

founded.

122. Exhibit C sets forth all of the accomplishments of the Ross Private School in the Hamptons.
123. Exhibit C does not provide any detail of the Ross Institute's contribution to the success of that school and in any event, does not even allege that the Ross Institute has operated the Ross Private School.
124. Exhibit C to the Application describes the "Tensa Gymnasium in Stockholm" (the "Gymnasium"), but does not provide any meaningful tangible information about the role of the Ross Institute at the Gymnasium and does not assert that the Ross Institute had operated, managed or run that school.
125. The Ross Private School and the Ross Institute do not have any meaningful experience with K-3 classes. Application, p. 1761.
126. The Ross Institute has only in the past provided limited assistance to two existing schools, the Ross Private School in the Hamptons and the Gymnasium.
127. According to the Application, the Ross Institute has never, operated or managed a school and has never started a school.
128. The Applicant and Ross Global do not have the ability to operate a school in an educationally sound manner.
129. The curriculum of the Charter School is premised upon the "Multiple Intelligences"

theory of learning.

130. The creator of the theory, one Howard Gardner, himself has cast doubt on the efficacy of the system, noting: "I don't remember when it happened but at a certain moment, I decided to call these faculties 'multiple intelligences' rather than abilities or gifts. This seemingly minor lexical substitution proved very important; I am quite confident that if I had written a book called "Seven Talents' it would not have received the attention that *Frames of Mind* received."
131. The website monitoring education in the State of Illinois (which subscribes to the Multiple Intelligences theory), notes: "The response to "MI" [Multiple Intelligences theory] has been that since kids learn differently, teachers need to spend lots and lots of time with a variety of *loony projects* so that all bases are covered."
132. Ross Global, which subscribes to the Multiple Intelligences theory, does not have the ability to operate a school in an educationally sound manner.

The Charter School Will Discriminate Against Jewish Students And Employees

133. The Application, as well as materials distributed by the Charter School in informational sessions, provides that the Charter School will offer a mandatory Saturday program that will be part of the regular schedule.
134. A "Memorandum of Understanding between the Charter School and Student families and school" prepared for execution by parents and students who desire to attend the Charter School, states that "the child will participate in all aspects of the required school

programming including...Saturday morning programs."

135. The Charter School intends to serve the Lower East Side of Manhattan and demands that the DOE provide space in that part of New York City.

136. The Lower East Side is an ethnically diverse neighborhood with a has a large Jewish population.

137. The Charter School has discriminated against Jews who comprise a large part of the population of New York City and the Lower East Side, in that any Jewish school-age child who observes the Sabbath, will not be able to attend the Charter School.

138. The Charter School will use public funding to operate a school on Saturday.

The Decision To House The Charter School At The Nest Facility Enables The Charter School To Double-Dip Into Public Funds And Obtain More Than Its Share Of Public Funds Than Provided Under The Charter School Act

139. According to the Application, the charter school assumed that it would be housed at a DOE facility. The Charter School, in the Application and attached documents assumed that it would be housed in a public school building.

140. The Charter School was so assured that it would be housed in a public school building, that its budget does not include payment for utilities, maintenance, security and other services typically provided in a public school building.

141. Under the Charter School Act, all charter schools get a set amount per student pursuant to a formula prescribed by under the Charter School Act.

142. The formula under the Charter Act provides a certain amount per month per student enrolled at the school.

143. The funds obtained by the Charter School are meant to enable the Charter School to pay

for all operating expenses.

144. The Charter School did not budget for the services outlined herein because it expected to be housed in a public school building and expected the DOE to pay for utilities, food, maintenance and other support.
145. The Charter School is getting in-kind the foregoing services from the State of New York.
146. Ross Global will double-dip into the financing pot provided by the State of New York.
147. First it would get funding from the City of New York under the Charter School Act (the “Charter School Act Payments”).
148. Second, Ross Global would receive security services, custodial services, maintenance services, electricity and utilities from the Department of Education.
149. The Charter School Act Payments are payments that are intended to cover any and all expenses associated with the education and facilities provided to each Charter School Students.
150. The Charter School Act Payments also cover utilities, security, maintenance and custodial services.
151. Ross Global, based on the Ross Application, would receive the entire Charter School payment and in addition would receive from the DOE these same services (causing the DOE to pay for services that Ross Global should pay for out of the Charter School Act Payments).

152. Since Ross Global intends to operate school on Saturdays and during most of the summer vacation, the number of free services to be provided by the DOE and paid for by the State is significant.

153. Under these circumstances, such double-dipping and obtaining payment twice for the same items at the expense of the public education system does not meet the requirements set forth in the Charter School Act and other applicable laws.

WHEREFORE, it is respectfully requested that:

- a) The approval of the Ross Application by the Respondent Regents be declared: (a) an abuse of discretion; (b) arbitrary and capricious, (c) effected by an error of law; and (d) made in violation of applicable law and null and void;
- b) the Charter granted to Ross Global be revoked;
- c) Ross Global be declared as not qualified, at this time, to operate a charter school under the New York Charter School Act;
- d) this Court grant such other and further relief as the Court deems just and proper.

Dated: Scarsdale, New York
May , 2006

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