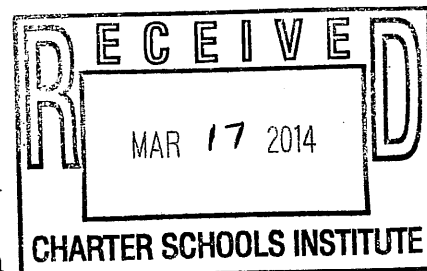




**Charter Schools Institute**  
The State University of New York



**Replication Proposal Transmittal Form**

**1. School Information**

Proposed Name of Charter School

Proposed Location (School District or CSD & Region for NYC)

Proposed Enrollment & Grades	Grades Served	Proposed Enrollment
Year 1	K, 1, 2, 6	225
Year 2	K, 1, 2, 3, 6, 7	325
Year 3	K, 1, 2, 3, 4, 6, 7, 8	425
Year 4	K, 1, 2, 3, 4, 5, 6, 7, 8	475
Year 5	K, 1, 2, 3, 4, 5, 6, 7, 8	475

Proposed Opening Date  Proposed Charter Term

**2. Proposed Affiliations**

Educational Service Provider or Management Company (if any)

Public Contact Info (Name & Phone #)

Partner Organization (if any)

Public Contact Info (Name & Phone #)

**3. Lead Applicant Contact Information**

Lead Applicant Name & Affiliation

Name of Existing Education Corp.

Mailing Address

City  State  Zip Code

Office Phone #  Cell Phone #  E-Mail

Lead Applicant Media/Public Contact Phone # (required)

Lead Applicant Signature

**Submit Completed Proposal to:**  
Charter Schools Institute  
State University of New York  
41 State Street, Suite 700  
Albany, New York 12207

Note: Authenticated Digital Signatures accepted. If a handwritten signature is used, at least one copy of the submitted proposal must bear an original (e.g., not photocopied) signature. By signing this Proposal Transmittal Form, the Lead Applicant certifies that the information contained in this Proposal to establish a charter school pursuant to the New York Charter Schools Act of 1998 (as amended) with the State University of New York Board of Trustees is true and accurate to the best of his or her knowledge.

Phone: (518) 433-8277  
Fax: (518) 427-6510  
Web: www.newyorkcharters.org

FOR OFFICIAL USE ONLY: Received By:  Date Received

PROPOSED CHARTER SCHOOL NAME: Brooklyn Prospect Charter School-Downtown

DESIRED OPENING DATE: Sept. 2015

	A			B			C	D				
	Are you incorporating this response by reference?			Charter Information			Specific response, attachment, or exhibit incorporated by reference	This response applies to:				
	No (go to Column D)	Yes with no revisions	Yes with minor revisions	School Name	Charter Approval Date	Most recent material revision date, if applicable		All Schools in Ed. Corp.	Proposed School Only	N/A		
1 (a-c) – Community Description, Need, Impact	<i>New information required for new grades; information for existing grades may be incorporated by reference.</i>											
2(a) – Mission and Vision	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
2(b) – Key Design Elements	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
2(c) – Accountability Plan	<i>All applicants must provide a Response to this Request.</i>											
3(a-c) – Proposal History	<i>All applicants must provide a Response to this Request; community outreach and evidence are required for new grades only.</i>											
4 – School Enrollment	<i>All applicants must provide a Response to this Request.</i>											
5(a) – Curriculum and Selection Processes	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
5(b) – Assessment System	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
5(c) – Instructional Methods	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
5(d) – Course Overview	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
5(e) – Promotion and Graduation Policy	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
6(a-b) – Calendar and Schedules	<i>This response may incorporate by reference as appropriate.</i>											
7(a) – At-risk Students	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
7(b) – Special Education Students	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
7(c) – English Language Learners	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
7(d) – Advanced and/or Gifted Students	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
8(a) – Instructional Leadership Roles	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
8(b) – On-going Teacher Supervision and Support	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
8(c) – Professional Development	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		
8(d) – Teacher Evaluation and Accountability	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		

PROPOSED CHARTER SCHOOL NAME: Brooklyn Prospect Charter School-Downtown

DESIRED OPENING DATE: Sept. 2015

	A			B			C	D		
	Are you incorporating this response by reference?			Charter Information			Specific response, attachment, or exhibit incorporated by reference	This response applies to:		
	No (go to Column D)	Yes with no revisions	Yes with minor revisions	School Name	Charter Approval Date	Most recent material revision date, if applicable		All Schools in Ed. Corp.	Proposed School Only	N/A
9(a) – School Culture and Discipline	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9(b) – Discipline Policy	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9(c) - Special Education Policy	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9(d) – Dress Code Policy	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10 – Organization Chart	<i>All applicants must provide a Response to this Request.</i>									
11(a) – Staffing Charter and Rationale	<i>All applicants must provide a Response to this Request.</i>									
11(b) – Qualifications and Responsibilities	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11(c) – School Leadership and Management Structure	<i>All applicants must provide a Response to this Request.</i>									
11(d) – Staff Recruitment and Retention	<i>All applicants must provide a Response to this Request.</i>									
11(e) – Personnel Policies	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12(a-b) – Partner Organizations	<i>Responses <b>required only</b> if the school would have a significant relationship with a partner organization. Response <input type="radio"/>are <input checked="" type="radio"/>are not included.</i>									
13(a) – Ed. Corp. Board Roles and Responsibilities	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13(b) – School Board Design	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13(c) – Current or Proposed BoT	<i>Provide a list of trustees. Resumes only need to be submitted for new trustees</i>									
13(d) – Stakeholder Participation	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13(e) – By-laws	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13(f) – Code of Ethics	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13(g) – Board Member Information	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14(a-c) – Community Relations	<i>Provide response as it relates to new grades.</i>									
15(a-b) – Student Demand	<i>Provide response as it relates to new grades.</i>									
15(c) – Evidence of Demand	<i>Provide response as it relates to new grades.</i>									

PROPOSED CHARTER SCHOOL NAME: Brooklyn Prospect Charter School-Downtown

DESIRED OPENING DATE: Sept. 2015

	A			B			C	D		
	Are you incorporating this response by reference?			Charter Information			Specific response, attachment, or exhibit incorporated by reference	This response applies to:		
	No (go to Column D)	Yes with no revisions	Yes with minor revisions	School Name	Charter Approval Date	Most recent material revision date, if applicable		All Schools in Ed. Corp.	Proposed School Only	N/A
15(d) – Admissions Policy	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
16(a-c) – Facilities	<i>All applicants must provide Responses to these Requests.</i>									
16(d) – Additional Facility Information	<i>All applicants must provide a Response to this Request.</i>									
17 – Food Services	<i>This response can be incorporated by reference.</i>									
18 – Health Services	<i>This response can be incorporated by reference.</i>									
19 - Transportation	<i>This response can be incorporated by reference.</i>									
20 – Insurance	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
21 – Programmatic Audits	<i>This response can be incorporated by reference.</i>									
22(a-c) – Budget, Financial Planning and Fiscal Audits	<i>All applicants must provide Responses to these Requests.</i>									
22(d) – Dissolution Procedures	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>					<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
22(e) – Budget Template	<i>All applicants must provide a Response to this Request.</i>									
22(f) – Letters of Commitment	<i>All applicants must provide Responses to this Request.</i>									
23 – Action Plan	Optional Response. Please indicate whether you <input checked="" type="radio"/> <b>have</b> or <input type="radio"/> <b>have not</b> included a response.									
24(a-b) – Supplemental Information	Optional Responses. Please indicate whether you <input type="radio"/> <b>have</b> or <input checked="" type="radio"/> <b>have not</b> included responses.									

## Replication Proposal Summary Form

1. Proposed Charter School Name

Brooklyn Prospect Charter School-Downtown

2. Name of Existing Education Corporation

Brooklyn Prospect Charter School

3. Charter Replication Type

Single Education Corporation with Multiple Schools

4. Proposed Charter School Location

80 Willoughby Street, Brooklyn, NY 11201, TBD

5. Management Organization Name (if applicable)

N/A

6. Other Partner Organization(s) (if applicable)

N/A

7. Student Population and Grades Served

	School Year	Grades Served	Total Enrollment
Year 1	2015-2016	K-2, 6	225
Year 5	2019-2020	K-8	475

8. Applicant(s)

	Name	Bio & Education Corporation Affiliation
X	Daniel Kikuji Rubenstein	<p>Mr. Rubenstein is a co-founder of Brooklyn Prospect Charter School. In 2007, he formed a planning team that described an innovative, globally focused, grades six through twelve public school for a diverse student body. Two years later, Brooklyn Prospect Charter School opened its doors to its first class of 100 sixth grade students.</p> <p>An educator since 1992, he served in various teaching and administrative roles at Collegiate School, NY, SEED Public Charter School, DC, Sidwell Friends School, DC, and School Year Abroad, Beijing. In 2002, he received the Presidential Award for Excellence in Mathematics Teaching for his work at SEED, which has been documented on ABC's Nightline and PBS' Life 360. He holds masters degrees from Columbia University's Teachers College and St. John's College and a BA in mathematics from Hamilton College.</p> <p>He lives with his wife and two children in Brooklyn.</p>

Add New Applicant

## 9. Proposed Board of Trustees

	Name	Bio
X	Luyen Chou	<p>Luyen Chou is Chair of the Board of Trustees and co-founder of Brooklyn Prospect Charter School. He is the Chief Product Officer for K12 Technologies at Pearson Education, Inc. Prior to this role, Luyen served as the Associate Head of The School at Columbia University, where he was involved in the school's initial design and launch (Fall 2003). He also served as the Executive Director of the Center for Integrated Learning and Teaching at The School. Previously, Luyen was Founder, President, and CEO of Learn Technologies Interactive, Inc. (LearnTech), and prior to that, Director of Operations at the New Laboratory for Teaching and Learning's Dalton School in Manhattan. Luyen graduated magna cum laude from Harvard College. He writes and lectures on curriculum, assessment, education technology, and interactive design—and consults with schools around the world. Luyen has been involved in numerous education-related non-profit initiatives, including: Teachers' Network, a non-profit involved in the development and delivery of innovative curriculum; MOUSE, a non-profit dedicated to youth leadership and technology integration in public schools; the Black Rock Forest Consortium; the Appleseed Foundation; and the New York City Department of Education, where he has served in several advisory roles. Luyen, his wife and two children are residents of Park Slope.</p>
X	Anne Burns	<p>Anne Burns, a founding board member, is currently Lower School Director of the Hackley School in Tarrytown, NY. Formerly the Executive Director &amp; Head of School at the Harlem Day Charter School in Manhattan, Anne brings to us a wealth of school governance and practical school administration experience. From 2004-2006 Anne served as Principal and Head of The School at Columbia University where she was critical in growing their new school program. Prior to her stint at Columbia, Anne served for 17 years in a variety of roles at The Brearley School, including that of teacher, Lower School Head, and Assistant Head of School. After completing degrees from Colgate University and Lesley College, Anne began her career in education at Friend's Central School in Philadelphia. She is a much sought after speaker and facilitator at educational and leadership conferences. Anne has served on a number of educational boards in addition to that of Brooklyn Prospect and has most recently been involved with the planning and design of Avenues, a new school whose Manhattan campus opened in the fall of 2012.</p>

X	Eliza Swann	<p>Eliza Swann, a founding board member, is a partner with the law firm of Shearman &amp; Sterling LLP. A member of the Mergers &amp; Acquisitions practice group, she has concentrated in United States and international corporate transactions and has represented a broad range of clients in acquisitions and dispositions of publicly and privately held corporations and their assets. Eliza joined S&amp;S in 1998. Her pro bono experience includes general advice to not-for-profit corporations and charitable foundations. Prior to joining S&amp;S, Eliza was a law clerk for the U.S. Department of Justice and The Supreme Court of the State of Delaware. She received her JD degree, cum laude, from Cornell Law School and her BA degree, cum laude, from Williams College.</p> <p>A resident of Park Slope, Eliza is the daughter of a middle school English and history teacher whose 27 years of experience have seasoned Eliza's interest in education.</p>
X	Elizabeth Varley Camp	<p>Elizabeth Varley Camp, a founding board member, is President of Phare Capital Inc., a merchant banking firm located in Manhattan. Ms. Camp has had 25 years of experience in the private equity industry, including five years as a Managing Director of investment firms Healthpoint Capital Partners and Ewing Management Group, and before that seven years at Goldman Sachs, where she was a Managing Director in the Private Equity Group. Before joining Goldman Sachs in 1997, Ms. Camp was a General Partner at Gibbons, Green, van Amerongen, one of the industry's pioneering firms, where she worked for 11 years. Ms. Camp was previously at Morgan Stanley, in the Mergers and Acquisitions and Capital Markets departments. Ms. Camp has served on the corporate boards of Fountain View Inc., Rival Manufacturing, Bath Iron Works, Wells Aluminum Corporation and Ladish Company, Inc.; the advisory board of 22 private equity funds; and as a Trustee of non profits Youth, I.N.C. and the Diller Quaile School of Music.</p> <p>Ms. Camp received a B.A. cum laude from Williams College, from which she graduated Phi Beta Kappa, and an M.B.A. from the Yale School of Management. She resides in Manhattan with her two children.</p>
X	Jaleh Amouzegar	<p>Jaleh Amouzegar joined the board of BPCS in 2013. A consultant in minority faculty recruiting at New York Interschool Association, Jaleh has over twenty years of experience as an educator in early childhood at schools including Georgetown Day School in Washington DC, The University of Chicago Laboratory Schools in Chicago, and The Dalton School and The Brearley School in New York City. She has complimented her classroom roles with work in admissions, minority hiring, and training of developing teachers.</p> <p>Jaleh has an M.Ed. in Early Childhood Education from Lesley University, and a B.A. in Psychology from George Washington University. She resides in New York City with her family, and where Jaleh's daughter attends public school.</p>

X	Roger Fortune	<p>Roger Fortune, a founding board member, is Vice President at The Stahl Organization, a NYC-based privately-held real estate investment and development firm where he is leading the development of the tallest building in Brooklyn. Previously, Roger was the Senior Vice President for Real Estate at the Downtown Brooklyn Partnership (DBP). At the DBP, Roger effected public entitlements for approximately \$2 billion of private development projects through coordination with the New York City Economic Development Corporation (NYCEDC) and other City agencies. Previously, he was Assistant Vice President in Real Estate Development at the NYCEDC, where he executed approximately \$800 million of private real estate investments on City-owned land. He is an alumnus of Forest City Ratner Companies, Vornado Realty Trust and Bohlin Cywinski Jackson Architects. He received an MBA from Columbia Business School and a Bachelor of Architecture from Carnegie Mellon University.</p>
X	Christina Franz	Co-president of the Parent Association, ex-officio.
X	Stacey Hightower	<p>Stacey Hightower is an independent consultant and advisor in operational improvements, corporate turnarounds, and restructuring. He has more than 16 years of financial and operational consulting experience. He has previously worked for LM +Co, a boutique advisory and restructuring firm and spent nine years with AlixPartners, a global turnaround and restructuring advisory firm. Stacey has been an advisor to CEO's, Boards, and Private Equity Investors while also serving as interim COO, interim Corporate Treasurer, and Project Management across a broad range of industries, including manufacturing, financial institutions, mortgage lending, timeshare and telecommunications. His clients have included large and middle market companies such as Springleaf Financial, Medical Staffing Network, FleetPride, New Century Financial, Tekni-Plex, and Sunterra Corp.</p> <p>Stacey is a returned Peace Corps volunteer in Kenya where he worked with an NGO primarily focused on micro-credit lending to women's groups. Stacey received his B.S.B.A from Washington University in St. Louis and his M.B.A. from Yale University School of Management. He, his wife, and son reside in Clinton Hill.</p>

X	Pearl Rock Kane	<p>Pearl Rock Kane, a founding board member, holds the Klingenstein Family Chair at Teachers College, Columbia University where she is a professor in the Department of Organization and Leadership and the director of the Klingenstein Center. In that role she developed four successful, innovative programs for teachers and administrators. Prior to coming to Teachers College Pearl was a teacher and administrator in public and private schools in Michigan, Massachusetts and New York. She serves on several Boards including Editorial Projects in Education, which publishes Education Week; Uncommon Schools, a charter school management organization that manages 24 schools in New York, New Jersey and Massachusetts; and, the United Nations International School where she chairs the Academic Policy Committee. Pearl is editor of The First Year of Teaching: Real World Stories by America's Teachers, Independent Schools, Independent Thinkers and The Colors of Excellence: Hiring and Keeping Teachers of Color in Independent Schools. She has published numerous articles on leadership, diversity, governance, and the attraction and retention of teachers. She received a lifetime achievement award from the National Association of Principals of Schools for Girls and an award for the promotion of international education from the European Council of International Schools. Pearl holds a master's degree from Smith College and a doctorate from Teachers College, Columbia University.</p> <p>The mother of four children and grandparent of six, Pearl lives with her husband in Manhattan and spends lots of time with family.</p>
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X	Candice Olson	<p>Candice Olson, a founding board member, is the co-founder and co-CEO of The Fullbridge Program, a new category of education that prepares high school and college graduates worldwide for the global workplace. The program features teachers from every leading business school as well as industry leaders, and features all of the leading trends in high-end hybrid education models. In addition to developing new businesses at Time Warner and American Express, she is the founder of a successful media company, iVillage, still the leading online community for women. In recognition of Candice's business contributions, she was awarded an Emmy for prime-time documentary television programming, the Matrix Award for contributions to online media, and the MIT Institute Award for Entrepreneurial Leadership, where she taught entrepreneurial leadership. She has spoken on many topics at the Harvard Business School, the London School of Economics, the World Economic Forum at Davos, MIT, Stanford, and many other venues. Candice served on the Board of the Convent of the Sacred Heart in NYC and has taught at Regis and BB&amp;N. Candice was active in training and supervising instructors and in developing innovative new programs in outdoor education at Outward Bound and the National Outdoor Leadership School from 1973-1981.</p> <p>Candice, who has a B.A. from Stanford and an MBA from Harvard, is married and lives in Harvard Square with her husband, [REDACTED] who is the former CEO of Random House, the co-CEO of The [REDACTED] idge Program, and teaches at Harvard Business School. They have seven children, three adopted from other countries.</p>
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Add New Trustee

## 10. Overview of the Proposed Program

Response 00(b)

### 10. Proposal Summary

Brooklyn Prospect Charter School ("BPCS"), a K-12 school serving Brooklyn Community Districts ("CSD") 13 and 15, proposes to replicate our original charter under the same education corporation, and establish an elementary and middle school in CSD 13.

#### Mission Statement:

Serving grades K-12, BPCS pairs students with excellent teachers in a college preparatory environment using the pillars of the International Baccalaureate program. We prepare students for success as global citizens and help students develop the love of learning that provides the foundation for academic and lifelong personal success. BPCS is committed to: Teaching the academic and non-academic skills necessary for success in the global community; Recruiting, training and retaining excellent teachers; and Reflecting the diversity of Brooklyn's neighborhoods.

#### Rationale:

The proposed BPCS elementary school will provide a new educational option for district families in Downtown Brooklyn. By replicating our existing elementary into a proposed new charter during the 2014 SUNY Charter School Application Cycle, we seek to accomplish the following:

-Allow BPCS Downtown to open grades 6-8 in CSD 13 at a yet to be determined location for the fall

of 2015, thus expanding to serve grades K-8.

-Brooklyn Prospect Charter School--Downtown would then be listed in the correct Community School District, CSD 13, in school databases such as Inside Schools or NYC DOE, making it easier for families to find information about the school and to increase community awareness of the program.

-Students who complete 8th grade at Brooklyn Prospect Downtown will have the option of continuing on to Brooklyn Prospect's highly regarded high school at our Windsor Terrace campus.

-Families will have the ability to stay with the same program for all 13 years of primary and secondary schooling.

-Brooklyn Prospect Downtown Elementary will remain under the same school leadership and board of trustees.

#### Key Design Elements:

##### 1. Commitment to Diversity

Through a fair-minded commitment to a lottery system as well as through active recruiting efforts, BPCS's ongoing goal will be to create a school population that reflects the demographic and academic diversity of Community School Districts 13 and 15. BPCS continues to be a leader, in collaboration with the NYC Department of Education and the greater charter movement, in establishing admissions policies that broaden the group of students attending charter schools. In addition to educating students side-by-side who do not look or think alike, BPCS has worked tirelessly to enroll students with the greatest educational needs.

##### 2. Commitment to Teacher Quality

The leaders of BPCS believe that the most essential component for an outstanding learning community is a faculty of high-quality educators. We are committed to the recruiting, hiring, training and retaining high quality educators. Our supportive school culture empowers teachers to achieve their highest performance through ongoing professional development, collaborative decision-making, competitive compensation and a sustainable work-life balance.

##### 3. Commitment to Global Citizenship

BPCS is committed to the development of the skills and habits of mind that will serve our students well in the near and distant future. Global Citizenship means becoming part of a larger community and preparing for the challenges of the next century not the previous. BPCS faculty inspire creative inquiry and problem solving, innovative critical thinking, personal reflection and collaborative learning beyond the basic standards required by the New York State Board of Regents. BPCS is furthermore committed to helping students express themselves in a variety of contexts to a wide array of audiences, and BPCS emphasizes project-based learning and community activism as suggested by the International Baccalaureate program. The IB Middle Years Program and upper-level Diploma Program reflect the global focus around which BPCS builds its academic curriculum

#### Days of Instruction and Hours:

The proposed BPCS elementary school will have at least 180 instructional days and no more than 190 instructional days. For the 2015-16 school year, BPCS has 182 planned instructional days. School will start at 8:30 a.m., and parents may drop off children for optional breakfast at 8:00 a.m. Dismissal will be at 4:00 p.m.

#### Instructional Materials:

The BPCS elementary school core ELA curriculum will use Teacher's College Readers Writers Workshop Curriculum supplemented by Foundations and the core math curriculum will use Math in Focus. Both curriculum packages are closely aligned with the New York State Standards and the Common Core State Standards. The BPCS elementary and middle programs will be aligned with

the International Baccalaureate standards that are used in the BPCS middle and high schools, ensuring continuity throughout the schools.

The middle school will replicate the existing middle school including the IB, Middle Years Programme.

#### Instructional Program:

The BPCS elementary and middle schools will maintain the same focus on college access, the pillars of the International Baccalaureate degree, and global learning that is present in the existing MS and HS curricula. Additionally, BCPS Elementary will use Responsive Classroom Management techniques and incorporate 20 minutes of Spanish language learning daily. In addition to the core subjects, BPCS elementary students will receive instruction in Arts and Physical Education.

BPCS will continue its firm commitment to educating a wide range of student backgrounds including significant numbers of students with learning differences. The BPCS elementary and middle school will offer Integrated Co-Teaching (“ICT”) and Special Education Teacher Support Services (“SETSS”). Therefore, students who are able to be in an inclusion classroom will find their needs met at BPCS. Our SETSS team provides both push-in and pull-out support to students, primarily in ELA and Math. At least one of the classroom lead teachers will be dual certified in Special Education and General Education. BPCS typically runs one section of ICT in every grade level; however, if the numbers of students with ICT mandates grows beyond a single classroom in a grade, as in our middle school and high school, BPCS will hire an additional special education certified teacher to push into a classroom and split the number of students with IEPs between sections. Whenever possible, BPCS will provide related services on campus through a DOE approved provider. Other related services are provided offsite in conjunction with the CSE. English Language Learner Services will be provided by a dual-certified classroom teacher. With two teachers in every classroom, push-in and pull-out ELL services will be available. At each grade level, at least one teacher will be ELL certified.

#### Instructional Leadership:

A Principal will lead the proposed BPCS middle school. Professional Development (“PD”) will include a new faculty retreat, summer curriculum development, August planning sessions, and ongoing professional development. The needs and goals of teachers contribute greatly to the selection of PD opportunities that are offered. BPCS has a structured goal setting program that helps all teachers to grow in their roles.

#### Organizational Structure:

The BPCS Executive Director will oversee operations at the original BPCS (K-12) and at the proposed BPCS elementary school. The Executive Director reports directly to the BPCS Board of Trustees. The proposed BPCS elementary and middle schools will be led by a Principal who will report to the BPCS Executive Director.

#### Partnerships:

BPCS will not have any significant relationships or partner organizations.

BPCS’s Finance and Operations team and Communications team will serve both schools while separate principals will head each of the Elementary, Middle, and High School programs.

Location: As BPCS elementary is in the first year of a 10-year lease on floors 8-10 of St. Joseph’s High School for Girls, BPCS-Downtown intends to maintain the K-5 school at 80 Willoughby Street, Brooklyn, NY 11201. A middle school site is currently being explored for a proposed September

2015 opening. At this time, Brooklyn Prospect does not intend to seek public facility space.

## 1. Community Description, Need and Proposed School Impact

### (a) Community Description and Need

Brooklyn Prospect Charter School (“BPCS”) proposes replication in the form of elementary and middle schools serving grades K-8 in Brooklyn Community School District 13 (“CSD #13”) in the Downtown Brooklyn neighborhood, joining the existing elementary with a new middle school in to open in September 2015. After our extensive community outreach, we have responded to the feedback by moving our open date from September 2017 to September 2015.

### Community Demographics

Please note there is a significant discrepancy between the SUNY CSI Enrollment Calculator available here: <http://www.newyorkcharters.org/Targets> and the NY SED Demographics for CSD #13. <https://reportcards.nysed.gov/files/2011-12/RC-2012-331300010000.pdf>

SUNY calculates the adjusted target Free and Reduced population at approximately 84%. NY SED Calculates the population for the district to be 73%. We believe this is due to methodological differences but will look for SUNY CSI to provide guidance on this discrepancy.

Enrollment and Retention Targets for CSD #13 From the SUNY CSI Calculator

	Unadjusted Target F/RPL	School F/RPL	Unadjusted Target ELL	School ELL	Unadjusted Target IEP	School IEP
<b>K-8th</b>	88.9%	84.0%	6.7%	4.0%	16.8%	12.4%

*Table 1. Demographics of Brooklyn Community District # 2. Note that Brooklyn Community District #2 is the general population and Brooklyn Community District #2 does not exactly correspond to Community School District #13*

Demographics of Brooklyn Community District #2 <sup>1</sup>	
Category	% of Population
Receiving Public Income Support	20.7%
White Non-Hispanic	46.1 %
Black/African American Non-Hispanic	28%
Hispanic Origin	14.2%
Asian or Pacific Islander Non-Hispanic	7.8%
Non-Hispanic of Two or More Races	3.1%
American Indian and Alaska Native Non-Hispanic	0.2%

### 2010-11 Community School District 13 Demographics from NYSED Report Card:

FL = 65%

RPL= 8%

ELL = 5%

Black or African American 59%

Hispanic or Latino 15%

<sup>1</sup> All data from Brooklyn Community Board 14 Statement Of Community District Needs Fiscal Year 2014

Asian or Pacific Islander 17%  
White 8%

### **Population of Students the Proposed School Intends to Serve**

Our student population predictions are based on three factors: the SUNY Population Targets Calculator, the NYSED Report Card for CSD #13 and the Community District #2 overall demographics.

The proposed BPCS elementary school will serve a high percentage of students who qualify for free and reduced price lunch; we estimate that at least 50% of our student population will qualify for free or reduced price lunch, at least 4% will be classified as English Language Learners, and at least 12% will be classified as Special Education students.

We expect our proposed elementary school to be diverse. It will likely mimic the demographics of CSD #13 (as summarized in *Table 3*) and that of BCD #2, which have similar demographic breakdowns. This could take the form of a population made up of approximately one third Black students, one third Non-Hispanic White students, and one third an equal combination of Hispanic and Asian students.

The needs of this prospective population will determine the areas of focus in our proposed program. BPCS supports the learning requirements of *all* students and provides ongoing professional development in the areas of differentiation and intervention strategies. These aspects of the BPCS program are critical to the success of our students.

### **Rationale for Selecting the Community**

BPCS utilized the following criteria for selecting a community for our proposed school:

- *Proximity to original BPCS*—Necessary to facilitate transportation between campuses.
- *Ability to enroll a diverse student population*—Diversity in student population is part of BPCS's Key Design Elements.
- *Community demand for elementary seats*—BPCS sought an area that is in active need of additional, high quality charter school elementary and middle school seats.
- *Current presence of BPCS elementary program.*

The proposed location in CSD #13 fulfills the three criteria: it is located in Brooklyn, accessible to the original BPCS, and the area has a very diverse population (as previously described). In addition, there is a great need for elementary school seats in the area.

From the Website <http://dobroschools.org>

"We are a grass-roots association of more than 200 families who live in Downtown Brooklyn. We started this group to address an issue that is of great concern to us and many other residents of the neighborhood that we've talked to: [schools](#). After moving to Downtown Brooklyn (the fastest growing neighborhood in the city) we were surprised to learn that the city has no plans to build new schools to accommodate the [hundreds \(and eventually thousands\) of children moving to the neighborhood](#). We are spearheading the effort to advocate for new public schools (K-8) in Downtown Brooklyn and would [like your help](#)."

Nearly [15,000 people have moved to Downtown Brooklyn in the last 10 years](#) and that number could triple in the next 5-10 years thanks to the [rezoning of the neighborhood and resulting residential building boom](#)...that's a small city's worth!

In 2004, the city expected 979 residential units to be built as a result of the rezoning – in 5 years from now there will be more than **22,000 new units** built since then.

The fact of the matter is that ***there is not a neighborhood elementary school located in Downtown Brooklyn*** and the Department of Education does not currently have a plan to build a school until nearly a decade from now.

It is projected that more than [2600 elementary school-aged children will eventually call Downtown Brooklyn home yet there is only around 400 available seats](#) in the zoned schools in the surrounding neighborhoods (where new developments continue to add more children.

Projections show that more than [1000 middle schoolers will also be moving to the neighborhood.](#)”

Clearly the demand for seats exists, as, at the time of submission, BPCS has more than 650 applications for its 2014-15 Kindergarten class.

### **Performance of local schools in meeting the need**

CSD #13 is a very large district and has elementary and middle schools of widely varying quality.

Inside Schools notes that, “The district is still lacking strong middle schools, especially for academically advanced students.” (Inside Schools <http://insideschools.org/districts/brooklyn/district-13>)

Urban Assembly Institute of Math and Science for Women, the only middle school in Downtown Brooklyn, has proficiency levels of Math at 16%, and ELA 26%.

Peace Academy, MS 596 has twice been placed on a list for closure. (Math 2%, ELA 4%)

Fort Greene Preparatory Academy, MS 691 Math 6%, ELA 19%

The only High School in Downtown Brooklyn is a transfer school.

### **How the proposed school provides a needed alternative for the proposed community.**

The proposed BPCS elementary school will fill the desperate need for high quality elementary seats in the Downtown Brooklyn. The proposed BPCS elementary school will fill a need for a rigorous elementary program designed to prepare students for high-performing middle and high schools. With our International Baccalaureate-aligned curriculum, the proposed BPCS elementary school will provide a much-needed alternative for elementary students in CSD #13. To our knowledge, there is no other International Baccalaureate-aligned public elementary program in Brooklyn. Most importantly, Brooklyn Prospect offers a unique K-12 option for our families.

BPCS works to enroll a student population that reflects the diversity of Brooklyn's neighborhoods. The original BPCS (serving middle and high school students in CSD #15) has a record of meeting the State's measure of Adequate Yearly Progress in both ELA and math for Black students, Hispanic students, economically disadvantaged students, and students with disabilities. We anticipate continuing this trend in our service to the students of CSD #13.

In our first charter term, BPCS students have demonstrated exceptional academic achievement. In 2012, 83% of students in at least their second year at BPCS scored proficient on the NYS ELA exam and 94% scored proficient on the NYS math exam.<sup>2</sup> On the first round of Common Core-aligned NYS tests in 2013, BPCS students scored 18.5 percentage points higher in math and 19.4 percentage points higher in ELA than the New York City average for math and ELA. Students at BPCS have outperformed students in CSD #15 in every applicable year of our first charter term in both ELA and math. In 2012, our SUNY Performance Index Effect Size for ELA was .41, exceeding our goal for that measure and our SUNY Performance Index Effect Size for math was deemed to have made progress "higher than expected to a large degree."<sup>3</sup>

### **(b) Programmatic Impact**

Please see *Table 4* for a list of all elementary/middle schools serving CSD #22, which is a zoned school district. *Table 5* shows private elementary/middle schools serving CSD #22. Of the public schools in CSD #22, three are combined elementary and middle schools serving pre-kindergarten or kindergarten through eighth grade. The remaining 26 serve only elementary grades. Of the private schools in CSD #22, all serve pre-kindergarten through eighth grade with the exception of one that serves kindergarten through twelfth grade.

The proposed BPCS elementary school will offer an educational program that differs significantly from those currently in place at the DOE, charter, and private schools in CSD #22. There are several schools in the district that offer gifted and talented programs for elementary students, based on student performance on gifted and talented exams. Other novel programs offered in CSD #22 include the dual-language Hebrew Charter School and P.S. 277 Gerritsen Beach's Marine Biology program.

BPCS seeks to prepare students for success in the global community, while imparting a rigorous, International Baccalaureate-aligned curriculum. This approach will differ from the elementary options currently available in CSD #13. After analysis of the public and non-public schools in CSD #13, BPCS has determined that our proposed school will offer a needed alternative in the district without disturbing the programs at other schools.

- The proposed BPCS elementary and middle school will be located in Downtown Brooklyn where few schools exist and the residential population is skyrocketing. Therefore, it is unlikely that the proposed BPCS elementary and middle school will greatly impact the higher-performing schools in CSD #13.
- Given the small grade size (50 students per grade) and increasing residential population in Downtown Brooklyn we anticipate that the proposed BPCS elementary and middle school will not impact the enrollment or programmatic viability of the other public and private schools in CSD #13.

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<sup>2</sup> Proficient scores are based on the State Time Adjusted Level 3 cut scores.

<sup>3</sup> Source: 2012 *Comparative Performance Analysis Reports*, issued by SUNY.

## 1. Community Description, Need and Proposed School Impact

### (c) Fiscal Impact

As Table 6 indicates, BPCS projects a .015% impact on the District's overall funding in 2015-16. This calculation was formed by accounting for the operating budget for the district (NYC) in 2013. By the 2019-20 school year, our projected enrollment will be 475 students. The amount of funding allocated to the proposed BPCS elementary and middle school in our fifth school year would be .033% of the district's budget, a very small fraction of the total. We do not expect our proposed school to have any fiscal impact on the private schools in the area; although some offer tuition assistance, most families attending these schools must pay tuition fees. The proposed BPCS elementary school will seek to enroll a high percentage of students who qualify for free and reduced price lunch (i.e., families that likely cannot afford private school tuition) and will therefore not interfere with the private schools' enrollment patterns.

Table 6. Fiscal Impact of the Proposed BPCS Elementary and Middle School.

Operational Year (A)	Enrollment (# of Students) (B)	Per Pupil Allocation (C)	Projected Per Pupil Charter Cost (B x C = D)	Other Projected District Revenue (SPED Funding, Food, Service, Grants, etc.) (E)	Total Projected Funding to Charter School from District (D + E = F)	Total Budget for District (G)	Projected Impact (i.e. % of District's Overall Funding) (F / G = H)
2015-2016	225	\$13,991	\$3,147,936	\$476,329	\$3,624,265	\$24,800,000,000	0.015%
2016-2017	325	\$14,229	\$4,624,318	\$688,031	\$5,312,349	\$24,800,000,000	0.021%
2017-2018	425	\$14,471	\$6,149,987	\$899,732	\$7,049,719	\$24,800,000,000	0.028%
2018-2019	475	\$14,717	\$6,990,365	\$1,005,583	\$7,995,948	\$24,800,000,000	0.032%
2019-2020	475	\$14,967	\$7,109,201	\$1,005,583	\$8,114,784	\$24,800,000,000	0.033%

## **2. Addressing the Need**

### **(a) Mission and Vision**

The proposed BPCS elementary and middle school will replicate the mission and vision set forth in our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 7: "Mission Statement").

### **(b) Key Design Elements**

The proposed BPCS elementary and middle school will replicate the key design elements set forth in our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 10: "Key Design Elements").

### **(c) 5% Districts**

As New York City is approaching the 5% threshold, Brooklyn Prospect Charter School-Downtown will provide a truly unique educational benefit to the families. First, as a continuous K-12 school, students will have the opportunity to continue through Elementary, Middle and High School in Brooklyn Prospect's well-respected and high performing programs. In addition, Brooklyn Prospect Charter School is the only public general population school to offer the International Baccalaureate program. Finally, Brooklyn Prospect Charter School is one of a very small number of schools in Downtown Brooklyn. As the Downtown Brooklyn population continues to rise, families will have the opportunity to attend a high quality school within their neighborhood.

### 3. Proposal History

#### (a) Applicant Information

The proposed BPCS-Downtown will be added to the existing Brooklyn Prospect Charter School Corporation. Luyen Chou is the Chair of the BPCS Board of Trustees.

#### (b) Community Outreach

In order to increase community awareness of Brooklyn Prospect's new charter application and to solicit feedback from the community, Brooklyn Prospect contacted a broad range of constituents and community organizations using a variety of electronic, paper-based and face-to-face communication. Community members are asked to give feedback either in-person, to a dedicated email address [d13feedback@brooklynprospect.org](mailto:d13feedback@brooklynprospect.org) or send in feedback by mail. Although we will continue our outreach efforts throughout the spring, we are pleased by consistent feedback supporting the proposed charter plan.

After hearing from receiving extensive Community Feedback, Brooklyn Prospect has decided to open middle school in the fall of 2015.

Below are some of the results of our outreach efforts:

- NYC School Help listed Brooklyn Prospect Charter School Kindergarten.
- Listing on Downtown Brooklyn School Solutions facebook page with the feedback letter. See below for the actual Facebook post <http://www.dnainfo.com/new-york/20130925/downtown-brooklyn/community-board-2-calls-for-elementary-school-downtown-brooklyn>
- Increase in applications from 240 at the closing of the lottery April 1, to 453 as of February 2, with 2 months to closing.
- Numerous responses to our dedicated email--these are pasted below
- Invitation to speak at Community Board 2 Education Committee
- Engagement events at the CBO's including discussions with the directors and placement counselors as well as direct discussion with the families.
- Community Based Organizations which host Universal Pre-K programs within 11201 were each contacted. When possible, meeting and site visits were arranged.
- **Letter to the Community Soliciting Feedback** was sent to over 600 families including all families who applied last year or this year, any family attending an information night or making an inquiry to the school. The letter requesting feedback was also sent to CEC 13, Community Board 2, Downtown Brooklyn School Solutions and City Councilmember Levin.
- On February 11, Brooklyn Prospect will host an information night and outreach session at 80 Willoughby. At the event, in addition to going over the academic program, Daniel Rubenstein will go over the proposed charter application and solicit feedback through comment cards. Currently the information session is fully booked with over 300 attendees registered.
- Meeting of current Brooklyn Prospect Families on February 12

**From the feedback, there are several themes:**

- Multiple families are excited and interested in Brooklyn Prospect expanding to middle school within CSD 13. There were some questions and concerns around the location for the middle school and would there be many open seats for families who did not attend Brooklyn Prospect Downtown Elementary.
- Families are very interested in having onsite afterschool programming.
- Current parents would like to have an increased voice in curricular decisions, especially visual art.
- We had one concerned community member regarding the impact on district elementary schools.
- From the CBO's they would like more ongoing partnership, BPCS should host a "taster day" where their students visit Brooklyn Prospect Kindergarten, and BPCS should provide more paper applications in English, Spanish and Mandarin.

Although Brooklyn Prospect cannot solve every concern over charter schools, we are working on incorporating several pieces of feedback in our plans.

- Putting together a parent curriculum committee to advise on curricular decisions
- Develop an onsite afterschool program
- Strengthen our relationship with the local 11201 CBO UPK sites, including a taster day and more printed applications in multiple languages.

**Evidence of Outreach:**

**Feedback received via email:**

Hi Dan. Can you meet with the education committee **on February 26**, giving them the introduction we have been discussing for a while now and presenting the application for a new charter? 6p, Jonas Board Room, Long Island University, Flatbush and DeKalb avenues. Thanks, Rob

---

Robert Perris, District Manager  
Brooklyn Community Board 2  
350 Jay Street, 8th Floor  
Brooklyn, New York 11201

(Invitation accepted)

**CB 2 Notification <http://mad.ly/583584?act=20633448863&fe=1>**

Dear Daniel:

I am a parent of KA student, [REDACTED] I am so thrilled to be a part of this open and dynamic community and feel very fortunate.

The KA teachers have done so well creating a safe environment in which the children have had room to grow emotionally and socially. The school is off to such a commendable start, and I am so excited about its development.

I met with Mr. Saunders yesterday to begin a dialogue regarding a concern of mine that is focused on the arts. As a parent, I would like to see the integration of the arts into the curriculum be made more of a priority. It is an incredible tool to engage and inspire students to learn. As an extension of an academic subject, it brings to the table the experiential which I read as being essential to the IB methodology. For our young learners, Kindergarten has been an endurance test. During the act of creating, a child is put back in the driver seat where they can test their intuition, their problem-solving skills, observation skills, and imagination. Art is an incredible method of allowing a child to explore, discover and build confidence. When it is integrated into the curriculum, the program is only enhanced and becomes that much more meaningful.

Our parent body is very creative and I know many parents share these thoughts and concerns. Many have voiced them to me. Many have voiced frustration. I understand that a part-time art teacher will be brought in next year, and I am happy to hear this.

The day can seem so short as there is so much to give to and teach the students. I greatly appreciate the curriculum we have but would love to see the visual arts become more thoughtfully developed and integrated.

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The day can seem so short as there is so much to give to and teach the students. I greatly appreciate the curriculum we have but would love to see the visual arts become more thoughtfully developed and integrated.

**3. More time outdoors.** I think academics can be experienced outside as much as inside. Fort Greene Park can be a great learning tool.

See you on the 11th.

Best, Cami Delavigne

Hi, we are currently in the process of enrolling our son [REDACTED] ([REDACTED]) to kindergarten. Please let us know if there is any availability for this coming school year (2014-15) We live across the street on bridge street.

Thank you.

I have a strong interest in how your elementary school operates and would like to be able to see the classrooms in action. My daughter is in Kindergarten and we live near your Windsor Terrace Campus and had a lovely time attending the holiday fair last month. I am an active member of the PTA at my daughter's school.

Is it possible to come and observe the classroom with a guide?

Unfortunately my job puts me out of New York City on February 11th.

Thanks for working to expand your innovative school. I think the opportunity to obtain an OB is wonderful.

Jeanne Gilliland  
[REDACTED]

Dan,

As parents in the inaugural downtown kindergarten class, my husband and I are thrilled with BPCS so far. The administration, teachers, curriculum, students and families, progress, and general tone have all exceeded our hopes for the school. At this point, we can't imagine sending our daughter anywhere else...but a middle school commute to Windsor Terrace will be a bit of a deterrent; if the school were in our own community (district 13), I would sign her up today to continue.

More broadly though, it seems very clear that our district NEEDS new schools. The good elementary options are scarce, the good middle school options are nonexistent, and that's before the planned 18 new apartment highrises fill up with families needing choices for their families too.

So for us personally, and for the community at large, I say YES PLEASE, expand the district 13/downtown charter to be K-8!

Dear Brooklyn Prospect,

surroundings. I'd love if she could have the ability to stay with the same program for primary and secondary schooling.

It also makes sense that BPCS Downtown elementary campus remain under the same school leadership and board of trustees rather than having a different board at each school to ensure a sense of oneness and consistency. I have a co-worker whose child attends the BPCH Windsor Terrace Campus so I've done my faire share of research on the school and it would be important to me that the BPCS downtown campus maintain the same level of excellence.

Some questions I'm looking forward to asking at the information session are:

What is the kindergarten curriculum based on?

Do the kindergartners get to participate in the extracurricular/expanded educational activities that the school may offer?

What is the teacher:student ratio?

Is there an after school program?

Is there bus service?

Who qualifies for the lunch program?

Thank you for your email.

Diana

**Diana Desir-Taiwo**

**Barclays**

Legal

745 Seventh Avenue

New York, NY 10019

My daughter is in PreK at P.S. 20, and we applied to Brooklyn Prospect. We are very pleased with P.S. 20, but, hey, we're American. We like options. Since my daughter is so new to school, I don't know a ton about the academic needs of the community, but here are my gut instincts.

**1. More robust parent involvement.** Education starts at home and a school needs to provide that message. It's disappointing when a school only reaches out to parents to bake cupcakes, sell pencils or volunteer for lame corporate fundraisers. I am looking for a school that urges parents to get involved in their children's academic life both at home and in school.

**2. More experiences in the world.** Field trips are important. If a school reaches out to parents and says hey we want to take the kids to see a show at the New Victory Theater, can you give \$15? Parents will give. Especially if you have a solid, communicative PTA or parent coordinator.

Hi! Was just reading about the possibility of having a downtown branch of the Brooklyn Prospect Middle School, where our daughter [REDACTED] is currently a very happy kindergartener, and was also reading about the successes of some of the current BPCS Middle School's rugby and soccer teams.

So I'm wondering whether students at the potential downtown branch will be able to play on the same teams as the Kensington students. I know we have a few years to think about this, but I'm quite big on participation in team sports, so wanted to reach out with this question now.

Thanks!

Sincerely,  
Brian Shuman,  
[REDACTED]

From: Info <info@brooklynprospect.org>  
Date: Fri, Nov 22, 2013 at 2:39 PM  
Subject: Fwd: Why District 13 for Elementary?  
To: Penny Marzulli [REDACTED]  
[REDACTED]

----- Forwarded message -----

From: Maria McGrath [REDACTED]  
Date: Thu, Nov 21, 2013 at 9:39 AM  
Subject: Why District 13 for Elementary?  
To: info@brooklynprospect.org  
Cc: Ian MCGRATH [REDACTED]

Dear Brooklyn Prospect Charter,

I am a public school parent with three children in the system, and my two youngest (4th grade and Kindergarten) attend our zoned District 13 school, PS 9 (my 8th-grader is a proud PS 9 graduate, and now attends IS 239).

In the past few years, PS 9 has grown and flourished, but it feels as if we are under attack from outside forces. In 2010, we found out the DOE was co-locating a 5-8 Uncommon Charter School above our elementary. At the same time, we found out Arts and Letters was cutting its number of middle school seats by half in order to add a K-5 component. Both PS 9 and PS 11 have suffered from families who would have sent their kids to local schools choosing to go with the

K-8 option in order to avoid the hassle of "Middle School Choice."  
This year, we found out that MS 113, another of our district middle schools that a fair number of PS 9 kids go on to attend, is being shrunk so that another charter elementary school, this one started by Community Roots faculty, can be accommodated. With its smaller class sizes, it is sure to take students from local elementary schools, too. In addition to losing out on kids from the bottom, there is attrition in PS 9's upper grades as parents either leave the city or switch their kids into District 15 schools so that they will have more middle school options.

We do not need any more elementary schools. District 13 elementary ed is doing well, and adding more seats will just weaken our local schools.

We do need middle school options. They are few and getting fewer (and frankly, it rankles a bit to see how my neighbors who chose District 15 elementary schools rather than staying in our district get so many more good options than my kids do).

If Brooklyn Prospect Charter wants to move the whole operation to District 13, that sounds all right, but parking another elementary in here, which then switches to District 15 in middle school, is the opposite of helpful.

I'm hoping you can explain your reasoning to me, because I am baffled.

Thanks,

Maria McGrath

Dear Dan,

Hope all is well. We realize my feedback has missed the deadline, however, better late than never, correct?!

It is our assumption that the main campus does not have the capacity to house both district 13&15 children for middle and high school, which is why you are exploring alternative solutions. Our concerns with opening a new middle school in district 13 is the lack of a developed program for our children, untrained IB teachers, lack of space to adequately offer all programs, after school sports activity, school clubs, after school programs, extra curricular activities, etc.

The current main campus has an excellent established program and structure, after school activities, etc with trained IB-teachers. This was our draw to BPCS, which lead us to be the pioneering K-class and be okay with some of the missing elements we would have had for our son in an established school such as a science room, art room, and outdoor play space.

The opening of the elementary school has been a smooth and wonderful experience for us and [REDACTED] thanks to Jumaane and everyone at BPCS. So, we are sure the opening of a new middle school will be equally as good, but what is the guarantee the new school will have IB-trained teachers along with all the program offerings and space as the current school that are at least as good? These are our

immediate concerns.

Thanks for your time and look forward to hearing back from BPCS.

Best,

Anju Rajashekar & Patrick Armacost

Hello Anju and Patrick,

Thank you for your thoughts on the application to the new charter. I completely understand your concern about going to a new middle school that hasn't had time to work out the kinks and always being the pioneering class. Our plan, as written in the charter, is to start the District 13 middle school in 2017. The current Kindergarter [redacted] Class of 2026 will enter 6th grade in 2019--the middle school would have been open for 2 full years prior to his enrollment. I believe that will be sufficient time to work out the start-up challenges. We intend for the new middle school to have the full compliment of curricular and enrichment activities that comes with a Brooklyn Prospect education.

As the program is still several years away from opening, we will keep the current BPCS Downtown parents informed of all of the plans.

Best,

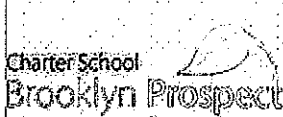
Dan



Downtown Brooklyn School Solutions shared a link. Yesterday

Brooklyn Prospect Charter School opened a new elementary school in District 13 last year and is now looking to open a charter middle school in D13 as well. They are looking for public feedback, you can find out more or send them an email here:

<http://www.brooklynprospect.org/node/1992>

	<p>Brooklyn Prospect pursues new charter for a K-8 Elementary School in CSD 13   Brooklyn Prospect..</p> <p><a href="http://www.brooklynprospect.org">www.brooklynprospect.org</a></p> <p>Brooklyn Prospect Downtown</p>
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f: 718.852.1461

**11201 Community Based Organization Universal Pre-K Sites Communication Logs:**

1. Brooklyn 13 Duffield Children's Center 718-522-5296 101 Fleet Place 11201 (5 min walk)

Yvonne Lopez Director.

January 28, 2014 Dan attended their drop-off, left brochures and the feedback letter.

8:00-9:30

Roberta Jones Social Worker at Duffield Children

Jan 30th @ 5:45 pm BPCS Elementary Principal Jumaane Saunders and Stephanie

Marchena attended a Pre-K meeting at Duffield and received feedback:

**Feedback:**

- Want paper applications at the event
  - many families cannot access the internet easily
  - Spanish speakers, print spanish applications
- Parents worried about what to do with students if there is a half day for professional development.
- Need onsite after school program

**Action Steps:**

- Roberta Jones will direct more families to us.
- Dan suggested Marchena should drop off some applications in both languages.
- Marchena left message for Yvonne - Feb 6th

2. Brooklyn 13 Our Children's Center. 718-260-5191. 300 Jay Street ,Room G309 11201--55

Johnson Street 3rd floor Ms. Green

- i. (5 min walk) 7:45 - 9:30 pm 9:00 a.m.
- ii. [REDACTED] after 12 Wendy Woods Director
- iii. Jody Humphrey
- iv. 20 going to kindergarten

Met with Ms. Woods, Green and Humphrey at the center on 1/28/14

**Feedback:**

- Need for After school
- Bussing is key
- Want day Tours for students
- BPCS should Partner with local UPK center

**Action Steps:**

- Follow up w. Ms. Humphrey - Marchena called on 02/04
  - day tours for students will happen in Spring on a Mon. or Wed. Jody will call back to schedule a date.
  - Schedule a date to go over and talk to prospective parents on a Thursday evening. Jody will call back to schedule a date.

Follow up at Our Children's Center on February 13

- Met with parents at Our Children's center.

- Expressed a need for a school that had strong extracurricular activities and school spirit. Parents expressed that they feel that is a missing element to schools.
  - Parents expressed a need for support around understanding and applying for K and then a school that will support students applying in middle and high school so that they have options.
  - Parent expressed interest in having a longer school year.
3. Brooklyn 13 Project Chance Preschool 718-330-0845 44-60 Rockwell Place 11201 (10 minute walk)
    - I. Problem with phone number, # is listed on multiple sites.
  4. Brooklyn 13 Catholic Charities Neighborhood Services, Inc 718-875-7555 32 Navy Street 11201 (15 minute Walk)
    - i. No answer on the phone
    - ii. No answer, no voice mailbox (Feb 6)
  5. Hanover Child Care. 15 Hanover Place, Brooklyn, NY, 11201  
347.916.0333
    - I. Feb 6. Left message for Yvonne Robinson.

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**Letter to the Community Soliciting Feedback January 28, 2014:**

Dear Community Member,

Thank you for your interest in Brooklyn Prospect Charter School. As you may be aware, Brooklyn Prospect Downtown Elementary opened in 2013 with an inaugural kindergarten class at its downtown Brooklyn location, on the corner of Willoughby and Bridge Streets near the Fulton Mall, renting the top 3 floors of St. Joseph Catholic High School for Girls. In year one of the ten year lease at St. Joseph's, the program is off to a very strong start, and both St. Joseph's and Brooklyn Prospect are pleased with the arrangement.

As Executive Director for BPCS, I write to you to inform you of our future plans for the downtown Brooklyn elementary school campus, located in Community School District (CSD) 13, and ask for your feedback on these ideas with your concerns, interests, and general thoughts about our academic community.

By writing a new charter for our BPCS Downtown Elementary campus during the 2014 SUNY Charter School Application Cycle, we seek to accomplish the following:

- Allow BPCS Downtown to eventually open for grades 6-8 in CSD 13 at a yet to be determined location for the fall of 2017, thus expanding to serve grades K-8.
- Brooklyn Prospect Downtown would then be listed in the correct Community School District, CSD 13, in school databases such as Inside Schools or NYC DOE, making it easier for families to find information about the school and to increase community awareness of the program.
- Students who complete 8th grade at Brooklyn Prospect Downtown will have the option of continuing on to Brooklyn Prospect's highly regarded high school at our Windsor Terrace campus. Families will have the ability to stay with the same program for all 13 years of primary and secondary schooling.
- Brooklyn Prospect Downtown Elementary will remain under the same school leadership and board of trustees.

**We want to know what you think! Please send us feedback in the following 3 ways:**

1. Via email to [d13feedback@brooklynprospect.org](mailto:d13feedback@brooklynprospect.org)

2. Via mail to:

Brooklyn Prospect Charter School  
% CSD 13 Feedback  
3002 Fort Hamilton Parkway  
Brooklyn, NY 11218

3. By attending our next elementary school information night at 80 Willoughy street on Tuesday February 11, 2014. Sign-ups are available on our website.  
<http://www.brooklynprospect.org/admissions>

**Brooklyn Prospect's Mission:**

Serving kindergarten through twelfth grade, Brooklyn Prospect pairs students with excellent teachers in a college preparatory environment using the International Baccalaureate program. We prepare students to become global citizens and help them to develop the love of learning that provides the foundation for lifelong personal and academic success.

**Brooklyn Prospect is committed to:**

- Teaching the skills and habits of mind necessary for success in the global community
- Recruiting, training and retaining excellent teachers
- Reflecting the diversity of Brooklyn's neighborhoods

Currently, Brooklyn Prospect Downtown serves kindergarten. We intend to grow the program by adding one grade of 50 students per year until the school is filled with 450 students in grades K-8. Students

who complete 8th grade at Brooklyn Prospect Downtown will have the option of continuing on to Brooklyn Prospect's highly regarded High School in Windsor Terrace (CSD 15).

Please let us know what the academic needs of your community are. Your opinions, interests, and thoughts are important to us as we seek to address them and grow to develop into a vibrant and academically driven school community.

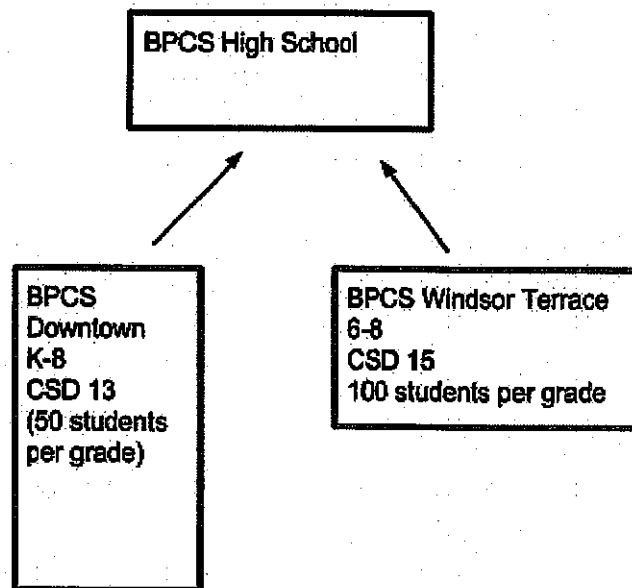
More information about the downtown Brooklyn elementary school campus, Brooklyn Prospect, and proposed changes are available on our website at [www.brooklynprospect.org](http://www.brooklynprospect.org)

Regards,  
Daniel K. Rubenstein  
Executive Director

**Currently on Our Website:**

Brooklyn Prospect Downtown Elementary opened in 2013 with an inaugural kindergarten class at its downtown Brooklyn location, on the corner of Willoughby and Bridge Streets near the Fulton Mall, renting the top 3 floors of St. Joseph Catholic High School for Girls. In year one of the ten year lease at St. Joseph's, the program is off to a very strong start, and both St. Joseph's and Brooklyn Prospect are pleased with the arrangement.

We are happy to announce that Brooklyn Prospect intends to grow the downtown campus to a K-8 school, with elementary at the 80 Willoughby (St. Joseph's) location and a new middle school at a yet to be determined address.



Currently, Brooklyn Prospect Downtown serves kindergarten. We intend to grow the program by adding one grade of 50 students per year until the school is filled with 450 students in grades K-8. Students who complete 8th grade at Brooklyn Prospect Downtown will have the option of continuing on to Brooklyn Prospect's highly regarded High School in Windsor Terrace (CSD 15).

Please see below for an enrollment chart that reflects Brooklyn Prospect Downtown's vision to add one additional grade per year until at capacity:

Grades	2014-15	2015-16	2016-17	2017-18	2018-19
K	50	50	50	50	50
1	75	50	50	50	50
2		75	50	50	50
3			75	50	50
4				75	50
5					75
6				50	50
7					50
8					
<b>Totals</b>	<b>125</b>	<b>175</b>	<b>225</b>	<b>325</b>	<b>425</b>

**Downtown Elementary Program Facts:**

- Brooklyn Prospect Downtown opened in September 2013
- Jumaane Saunders, Elementary School Principal
- The Downtown campus is currently located on floors 8, 9 and 10 of the St. Joseph's High School for Girls
- Our student to teacher ratio is 10-1, at 25 students per class and featuring a 2-teacher model
- Our curriculum follows the International Baccalaureate program
- Spanish language training begins in kindergarten
- Reading programs feature the Columbia University Teachers College Readers Writers Workshop & Foundations.
- Math programs feature Math in Focus
- Brooklyn Prospect admits students lottery. Preference is given to CSD 13, siblings and students qualifying for free or reduced price lunch.
- We offer a continuous K-12 program: students graduating the elementary school may continue onto Brooklyn Prospect's middle and high school programs.

**How will this affect current students at Brooklyn Prospect?** The new charter should have no effect on the current students and families. The same school leadership, teachers and board will continue to govern Brooklyn Prospect Downtown. The one possible benefit is that the new charter will enable current Downtown elementary families to enroll in a Brooklyn Prospect Downtown Middle school in future years.

**Why are you making this change?** The main reasons are to create clarity on where BPCS Downtown and BPCS Windsor Terrace listings on education databases and to allow for the opening of an additional middle school under the Brooklyn Prospect umbrella.

**What type of feedback would be helpful?** We'd like to hear from community members on the needs of the community and how Brooklyn Prospect Downtown's plans address those needs. Any thoughts about the academic program, the size and scope of the school is helpful. We would like to incorporate the feedback as much as possible into our future plans.

Additional Evidence: See pdf with signatures from February 11 Community Meeting at 80 Willoughby. Over 300 community members were in attendance. Feedback in comments.

DIUNYH, IN 22220

3. Write your comments below.

CONTACT INFORMATION:

COMMENTS:

*As a parent of a rising Kindergarten student in District 13, I am writing in support of Brooklyn Prospect Charter School. Expanding its charter to expand educational services to children grades K-8.*

*A strong sense of community, creating "global citizens", securing excellent educators, and providing an enriching academic program are all things that I seek, as a parent, for my son.*

*Brooklyn Prospect Charter School has my support.*

*Claudia Ghigliotto*

*Claudia Ghigliotto*

Backshear MARK

BROOKLYN PROSPECT CHARTER SCHOOL

INFORMATION SESSION

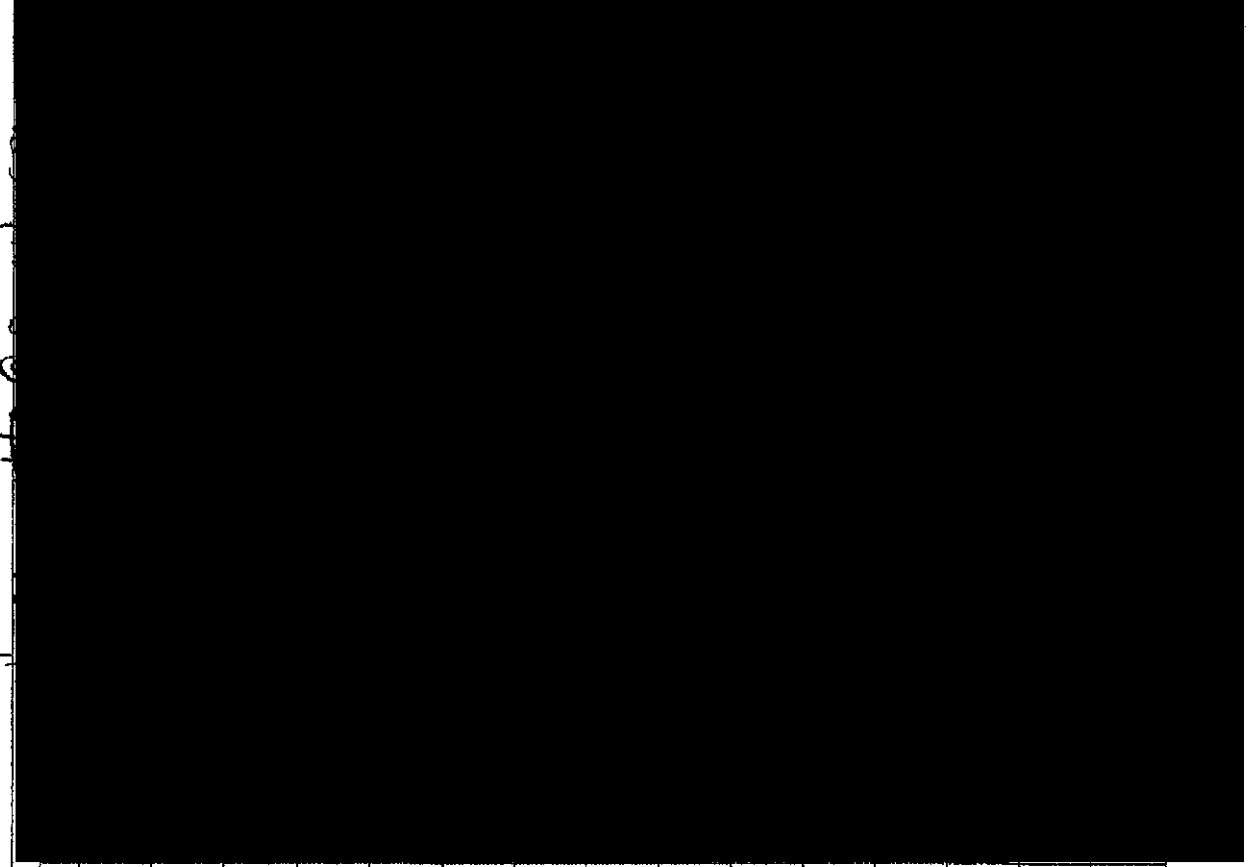
FEBRUARY 11, 2014

Last Name	First Name
Ilan	Lee
NISSAN	FAMILY
SCHUMAN	WARREN
BOGATIREVA	KATERINA
BOBETICH	KEISTA
MISCHLER	CHRIS
CARY	Jessica
Carter	Jaclyn
Preli	Venessa
KASHIMA	KAOVA
GALL	PAUL
MERRILL	Austin
O'Dea	Tom
Marcellin	Nicole
Bartlett	Julie
KALCOEN	Kate

BROOKLYN PROSPECT CHARTER SCHOOL

Elementary Community Information Session

FEBRUARY 11, 2014



Last Name	First Name
KINDLAN	GORDON
Archer	Marion
Slator	Brian
GHIGLIOTTI	CLAUDIA
NUNEZ	Modesto
Leland	Pellu
Marra	Michelle
FISHER	EFREM
HOLDS	LISA
COLE	MATTHEW
MULLER	SOEL
SCOFFER	Marco
GOODWIN	KAREN
ROBERTS	ELIZABETH
Perrotta	Tom
MITCHELL	MARY-DAKE
FITZPATRICK	RUFEN

BROOKLYN PROSPECT CHARTER SCHOOL

SESSION

FEBRUARY 11, 2014

Last Name	First Name
Margie	Andrew
Rosberg	Mariya
MENA	CRISTINA
SLOAN	SUSAN
TSAREATI	HILI
Maitland	MAISHA
<del>Okunghare</del>	Osaji
NEESON-CARRK	JESSICA
Vanderpool	Tiffany
Hill-Jackson	Daphne
MILLER	ERICA
MCELWANE	DAVID
BARLOW	Johnna
Cherndovitsky	Boris
FANONI	DANA
Young	Chris

Lisa Jones (Cruz Jones Brown)

PATRI TRISACO

Jessica Ryan

Candice Horton

Francine Jacques

Jamie Zerkmyr

JULIANE KIM

Laurence YAOVITZ

Kimberly Call

Jennifer McCarthy

Deidre Struck

Amir Alikehani

Rebecca Woodward

Kevin West

Joshua Mandelbaum

Sarah Smith

KAREN WHEAT-GREENBERG

BOOKS, JESSIE  
Zellam Andrea

Alfred Tisha

Bartlett Ava  
bilyhim -

Patricia Celias

FACCHI ROIE

DIANA DESIF-TAIWO

FABRIECA HANDECI

ina Merrill

Kuollmulla Philip

Beve Oleguome

FRANIZ LUNDY

Cassandra Floto

Tania Pierre

Fiona Turnes

CHRIS BROKAW

DALZ Ho

CARLOS SELGADO

Jessica Maginsky

WILDJOJO, LINDA

BENESCH, JENNIFER

DeVito, Esther

Simmond, Sabrina & John  
Echenberg, TANIS

Melody Clayo

Annie Parisse

Andrew Ramsey

Beth Rodriguez

Lee ATHAN Rubinstein

Cami Delavigne

Gironx, Pascale

Erin Finnerty

Jennifer Skoda

~~Jennifer~~ Cohen

JUSTIN RUBEN

CLAUDIA MOGEL

February 10, 2014

Dear Community Member,

Thank you for your interest in Brooklyn Prospect Charter School. As you know, Brooklyn Prospect Downtown Elementary opened in 2013 with an inaugural kindergarten class. I am writing to inform you of our future plans for the Downtown Brooklyn elementary school campus, located in Community School District (CSD) 13, and ask for your feedback on these ideas with your concerns, interests, and general thoughts about our academic community.

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- Brooklyn Prospect Downtown Elementary will remain under the same school leadership and board of trustees.

We want to know what you think! Please send us feedback in the following 3 ways:

1. Via email to [d13feedback@brooklynprospect.org](mailto:d13feedback@brooklynprospect.org)
2. Via mail to:

Brooklyn Prospect Charter School  
% CSD 13 Feedback  
3002 Fort Hamilton Parkway  
Brooklyn, NY 11218

3. Write your comments below.

CONTACT INFORMATION:

COMMENTS:



The thing that I think that would be helpful to parents is maybe longer extended/flexible hours.

February 10, 2014

Dear Community Member,

Thank you for your interest in Brooklyn Prospect Charter School. As you know, Brooklyn Prospect Downtown Elementary opened in 2013 with an inaugural kindergarten class. I am writing to inform you of our future plans for the Downtown Brooklyn elementary school campus, located in Community School District (CSD) 13, and ask for your feedback on these ideas with your concerns, interests, and general thoughts about our academic community.

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2. Via mail to:

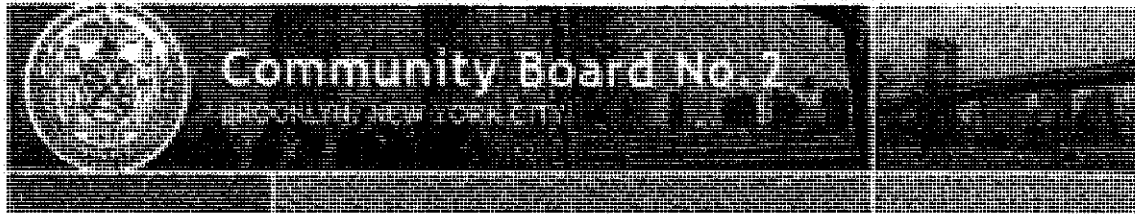
Brooklyn Prospect Charter School  
% CSD 13 Feedback  
3002 Fort Hamilton Parkway  
Brooklyn, NY 11218

3. Write your comments below.

CONTACT INFORMATION: *Beir Cleghorne*

COMMENTS:

*Diversity lies in race, economics, cultures, family <sup>campus</sup> ~~campus~~ <sup>hav,</sup> etc. Realistically, as downtown Brooklyn/<sup>district 13</sup> development continues, the demographics that are associated with "diversity" will continue to dwindle. As the school grows & tries to maintain diversity please consider opening a school in a district that is more diverse than the current community.*



Community Board 2 (CB2) will hold its monthly executive and education committee meetings next week, on Monday and Wednesday respectively.

All committee meetings of Community Board 2 begin with the approval of the agenda and introduction of the committee officers. The meetings conclude with the approval of the previous month's meeting minutes, a chairperson's report, other business and a community forum during which the public may speak.

## **Executive Committee Meeting**

6:00 pm, Monday, February 24, 2014; Jonas Board Room, Metcalfe Hall, Long Island University, Flatbush and DeKalb avenues

The committee will vote on ("For Executive Committee Action") or refer to the board ("For Board Action") the items listed below, most of which were previously considered by the committees as indicated.

### **Health, Environment and Social Services Committee**

#### *Liquor License Applications*

*For Executive Committee Action (30-day notices received for all applications)*

*For Recommendation to the New York State Liquor Authority*

#### *New On-Premises*

- o 474-476 Myrtle Avenue; El Patron BK Corp, LLC
- o 921 Fulton Street; Bar 921

#### *On-Premises Upgrade*

- o 899 Fulton Street; Bar Olivino

#### *On-Premises Alteration*

- o 284 Grand Avenue; Mirrors on Grand
- o 82 Washington Avenue; Mojito Cuban Cuisine
- o 132 Montague Street; Taperia

#### *Hotel Liquor*

- o 125 Flatbush Avenue Extension; Hampton Inn

#### *New Restaurant Wine*

- o Pier 5, Brooklyn Bridge Park; Fornini

*Renewal On-Premises*

- o 1 Water Street; River Café
- o 7 Old Fulton Street; Old Fulton Restaurant
- o 284 Grand Avenue; Mirrors on Grand
- o 216 Smith Street; Verde NY, Inc.
- o 135 Atlantic Avenue; Chez Moi
- o 28-34 Columbia Place; River Deli

**Transportation and Public Safety Committee**

Application by Black Forest Hospitality Group LLC, doing business as Black Forest Brooklyn, to construct and operate an unenclosed sidewalk café with 14 tables and 30 seats at 733 Fulton Street

*For Board Action*

*For Recommendation to the Department of Consumer Affairs*

Bond Street Bike Route

*For Board Action*

*For Recommendation to the Department of Transportation*

Most of the route will be a shared lane, with a Class II bike lane proposed for between Douglas and Wyckoff streets.

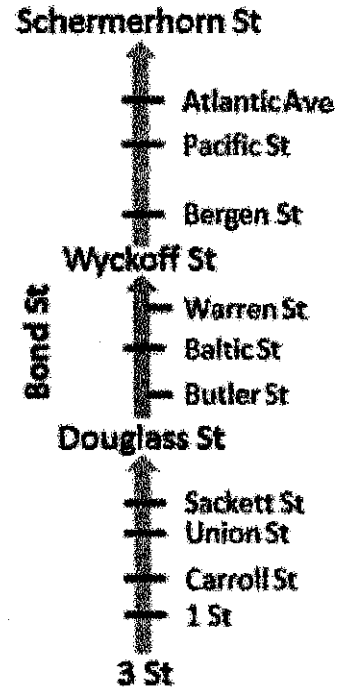
Download the February 18 presentation to the transportation committee (PDF)

**Committee to Report**

Economic Development and Employment Committee

(The education and land use committees did not meet in the past month. The parks committee's recommendation

regarding the pavement near and around Borough Hall was reviewed at the community board's February 12 general meeting.)



**Youth, Education and Cultural Affairs Committee Meeting**

6:00 pm, Wednesday, February 26, 2014; Jonas Board Room, Metcalfe Hall, Long Island University, Flatbush and DeKalb avenues



Daniel Kikuji Rubenstein, co-founder and executive director of the Brooklyn Prospect Charter School, will introduce the committee and guests to the school, which opened with its inaugural kindergarten class at 80 Willoughby Street, at the corner of Bridge Street, in September 2013.

[Download a brochure about the elementary school \(PDF\)](#)

[Read answers to frequently asked questions](#)

Under the school's current charter, Brooklyn Prospect can teach grades K-5. The school plans to apply for a new charter that will permit it to add grades 6-8 at a location to be determined. In addition to the general introduction, Mr. Rubenstein will present this application for possible community board recommendation to the New York State.

[Learn more about the new charter application, including where to submit comments](#)

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[www.nyc.gov/brooklyncb2](http://www.nyc.gov/brooklyncb2)

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#### 4. School Enrollment

The proposed BPCS elementary and middle schools will have two sections of self-contained classes with approximately 25 students per class. The first class of Kindergarteners has 75 students with all of the following classes having 50 students. The middle school will run semi-self-contained classes in grade 6 and standard middle school rotations in 7<sup>th</sup> and 8<sup>th</sup> grades. Each middle school class will have 50 students. Twenty-five students per class is comparable to high-performing public schools in NYC, as well as similar to the class size of the BPCS middle school. We will back-fill with students from the waitlist every year to maintain 50 students per grade. *Table 7* shows the five-year projected enrollment for the proposed BPCS elementary and middle schools. The total five-year projected enrollment across all BPCS schools and grades is displayed in *Table 8*.

*Table 7. Enrollment in Proposed BPCS Elementary and Middle Schools: 2015-2021*

Grades	Ages	Number of Students					School Plan 2020-21
		Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20	
K <sup>1+</sup>	4-5	50	50	50	50	50	50
1	5-6	50	50	50	50	50	50
2	6-7	75	50	50	50	50	50
3	7-8		75	50	50	50	50
4	8-9			75	50	50	50
5	9-10				75	50	50
6*	10-11	50	50	50	50	75	50
7	11-12		50	50	50	50	75
8	12-13			50	50	50	50
<b>Total Students</b>		225	325	425	475	475	475
<b>Classes Per Grade</b>		2*	2*	2*	2*	2*	2*
<b>Average Number of Students Per Class</b>		25	25	25	25	25	25

+There is a single class of three sections of 75 students.

<sup>1</sup> Kindergarten cutoff will be December 31. Students must turn 5 by December 31 to be enrolled in Kindergarten.

Table 8. Total Enrollment of all BPCS Students, K-12: 2015-2021

Grades	Ages	Number of Students					
		Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20	School Plan 2020-21
<b>K<sup>1*</sup></b>	4-5	50	50	50	50	50	50
<b>1</b>	5-6	50	50	50	50	50	50
<b>2</b>	6-7	75	50	50	50	50	50
<b>3</b>	7-8		75	50	50	50	50
<b>4</b>	8-9			75	50	50	50
<b>5</b>	9-10				75	50	50
<b>6*</b>	10-11	155	155	155	155	180	154
<b>7</b>	11-12	104	154	154	154	154	180
<b>8</b>	12-13	104	104	154	154	154	154
<b>9*</b>	13-14	105	105	105	105	105	105
<b>10</b>	14-15	104	104	104	104	104	104
<b>11</b>	15-16	104	104	104	104	104	104
<b>12</b>	16-17	104	104	104	104	104	104
<b>Total</b>		955	1055	1155	1205	1205	1205

## **5. Curriculum and Selection Process**

The proposed BPCS elementary and middle schools will replicate the curriculum instructional design and selection process set forth in our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 19: "Charter Amendment Request" and Exhibit No. 20: "Charter Amendment Attachments"). These elements of our charter were added in an amendment to the BPCS charter dated April 3, 2013.

## 6. Calendar and Schedules

### (a) School Calendar

The proposed BPCS elementary and middle schools will replicate the same calendar as the original BPCS. Please see our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 20: Charter Amendment Attachments: "Attachment 13(a) School Calendar").

Due to family expectations, transportation, and facilities, BPCS closely follows the NYC DOE calendar. The proposed BPCS elementary and middle schools calendar has the following characteristics, listed below:

- **Start Date:** Annually we set our calendar to align with the NYC DOE calendar. Each fall BPCS opens and commences classes a few days earlier in the than the DOE. Exact dates will be set once the DOE releases their calendar.
- **Spring Break:** BPCS comes back from spring break one day earlier than the DOE.
- **PD:** BPCS does not take the same number of staff professional development days as the DOE calendar provides. Professional development at BPCS occurs daily and weekly. In addition, faculty members take part in approximately 12 days of professional development during the summer.
- **Family Conferences:** Family conferences occur twice annually, once in winter and once in spring.
- **Supplementary Programming:** BPCS offers supplementary programming during the summer mid-winter and spring breaks.

The proposed BPCS elementary and middle schools will have at least 180 instructional days and no more than 190 instructional days. For the 2014-15 school year, BPCS has 182 planned instructional days.

### (b) School Schedule

As with our calendar, the proposed BPCS elementary and middle schools will replicate the same schedule as the original BPCS. Please see our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 20: Charter Amendment Attachments: "Attachment 13(b) Weekly Schedule").

The proposed BPCS elementary and middle school schedules have the following characteristics, listed below:

- **Start Time:** 8:30 a.m., parents may drop off children for optional breakfast at 8:15 a.m.
- **End time:** Kindergarten: 2:45p.m.; grades1-8: 3:45 p.m.
- The total number of school day hours is 6.25 (K only), and 7.25 (grades1-8) hours per day or 31.25 (K only), and 36.25 (grades 1-8) hours per week.
- Lunch and recess comprise 45 minutes per day, or 3.75 hours per week.
- The students have 27.5 (K only), and 32.5 (grades 1-8) hours per week of instructional time.

## **7. Specific Populations**

The proposed BPCS elementary & middle schools will replicate the programs to address the needs of generally at-risk students, special education students, ELLs, and advanced and/or gifted students, as set forth in our original charter document, as reflected in our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibits No 19: "Charter Amendment Request" and Exhibit No. 20: "Charter Amendment Attachments"), and as per our modification to Exhibit 14 of our renewal application (Plan for Meeting Enrollment & Retention Targets) submitted on 1/13/2014.

## **8. Instructional Leadership**

The proposed BPCS elementary and middle schools will replicate the instructional leadership and professional development models as set forth in our original charter document and as reflected in our renewal charter (2013 Brooklyn Prospect Charter School Renewal Application, Exhibit No. 19: “Charter Amendment Request” and Exhibit No. 20: “Charter Amendment Attachments”) and original charter (“VII. Personnel, Attachment 43”).

## 9. Culture and Discipline

The proposed BPCS elementary and middle schools will replicate the school culture and discipline, discipline policy, special education policy, and dress code policy as set forth in our original charter document and as reflected in our original charter (“VI School Policies”).

- (a) **School Culture and Discipline:** The proposed BPCS elementary and middle schools will replicate the school culture and discipline as set forth in our original charter.
- (b) **Discipline Policy:** The proposed BPCS elementary school will replicate the discipline policy as set forth in our original charter.
- (c) **Special Education Policy:** The proposed BPCS elementary and middle schools will replicate the special education policy as set forth in our original charter.
- (d) **Dress Code Policy:** Effective September 6th 2011, Brooklyn Prospect adopted an official school uniform. This policy is attached in Response(d) – Dress Code

## 9(d) – Dress Code

### **BROOKLYN PROSPECT CHARTER SCHOOL** **UNIFORM POLICY & DRESS CODE**

At Brooklyn Prospect, we aim to serve a diverse group of learners in an inclusive and creative environment. In order to foster a learning community with students from a wide-range of racial, ethnic and socio-economic backgrounds, we expect our students to demonstrate respect for all community members through modest attire.

Students may not wear hats or headgear of any type in the building. Headphones (including earbuds) are not allowed in the hallways or classrooms. Religious observance and health-related headgear is exempt, with appropriate documentation submitted to the student's advisor.

Flynn O'Hara is the "official" uniform provider for Brooklyn Prospect. All required clothing can be purchased through their website ([www.flynnohara.com](http://www.flynnohara.com)) or at their Brooklyn store:



**7301 13th Avenue**  
**Brooklyn, NY 11220**

Please call ahead for hours of operation: (718) 567-8630

All students are required to arrive at school in full uniform. The school uniform must be worn respectfully and through the completion of the school day. The final decision concerning the appropriateness of clothing will be made by the school administration. Parents of students who arrive in school out of uniform will be contacted to bring a change of clothes.

### **ELEMENTARY SCHOOL**

Kindergarten students do not change for physical education.

- Regulation polo shirt (white or green, long or short sleeves) with Brooklyn Prospect monogram (only available at Flynn/O'Hara)

- Trousers, shorts, skirt, skort, or drop waist jumper.

*While Flynn O'Hara carries options of this type clothing, students are welcome to wear any brand of trouser, shorts, skort, or drop waist jumper*

or

Regulation black sweatpants with green logo. (Flynn O'Hara) Kindergarten students are NOT required to change for gym

- Sweater-Regulation BPCS heather grey sweater with logo (Flynn O'Hara). This item is optional, however, polo shirts may only be covered by this sweater.

**Please note:**

- *All denims, trousers, shorts, skirts, and skorts must be worn at the waist. While shirts are not required to be tucked in, a belt is required if pants, shorts, etc. DO NOT remain at the waist. Trousers, shorts, etc. must be solid, and cannot have stripes, logos, imprints, etc.*
- *Only regulation black sweatpants with green logo may be worn, no other sweatpants are permitted.*
- *Leggings, jeggings, or tights are considered undergarments and, if worn, must be accompanied by denims, trousers, skirts or shorts and must be dark green, navy, khaki or black colored*
- *Pants may not be too loose or too tight.*
- *Shorts, skirts, skorts, (and any slits) must be no higher than two inches above the knee.*
- *Shorts must be worn underneath skirts and dresses.*
- *Hoods may NOT be worn inside the building; this includes hats or other types of headgear. (Includes boys and girls). Only head coverings as part of a religious belief or medical need will be allowed*

## MIDDLE SCHOOL

Separate uniforms are required for gym and other school sports.

### FOR ACADEMIC CLASSES:

- Regulation polo shirt (long or short sleeves) with Brooklyn Prospect monogram. Purchased only at Flynn O'Hara. A polo MUST be worn each day.
- Trousers, shorts, skirt, or skort, khaki or black colored denim. *While Flynn O'Hara carries options of this type clothing, students are welcome to wear any brand of trouser, shorts, skort or skirt. etc.*
- Sweater Polo shirts may be covered by a Regulation BPCS heather grey sweater with logo. Purchased only at Flynn O'Hara. Students may also wear a grey non-hooded sweater.

### FOR PHYSICAL EDUCATION/DANCE ("PE") CLASS:

- Regulation green BPCS t-shirt with white logo. (Flynn O'Hara)
- Regulation black sweatpants or gym shorts with green logo. (Flynn O'Hara)
- Students may NOT wear PE clothing to school. They are required to change for PE class.

**Please note:**

- *All denims, trousers, shorts, skirts, and skorts must be worn at the waist. Drawstring waists are not allowed. While shirts are not required to be tucked in, a*

*belt is required if pants, shorts, etc. DO NOT remain at the waist. Trousers, shorts, etc. must be solid, no stripes, logos, imprints, etc. Gym shorts are not permitted during academic classes.*

- *Sweatpants are not permitted except as regulation gym uniform during PE class. Leggings, jeggings, or tights are considered undergarments and, if worn, must be accompanied by denims, trousers, skirts or shorts.*
- *Pants may not be too loose or too tight.*
- *Shorts, skirts, skorts, (and any slits) must be no higher than two inches above the knee.*
- *No holes or tears are allowed in any garments worn by students.*
- *Head covering as part of a religious belief or medical need will be allowed.*
- *Polo shirts may only be covered by a heather gray sweater.*
- *No clothing or jewelry may be worn with suggestive or questionable language or drawings. (some examples may include, but are not limited to the following: graffiti, gang related symbols, racial, ethnic, and/or sexual slogans or innuendos, tobacco products, pictures or language about alcohol, violence, weapons, drugs, language that is blatantly disrespectful of others' beliefs, or images deemed offensive or not in good taste).*
- *Hoods may NOT be worn inside the building, this includes hats or other types of headgear. (Includes boys and girls)*
- *Only closed back shoes are permitted. No flip flops are allowed.*

## **HIGH SCHOOL**

### **FOR ACADEMIC CLASSES:**

While the high school has no official school uniform for academic classes, we expect our students to demonstrate respect for all community members through **modest attire**. Brooklyn Prospect students may be creative with their ideas, which may be expressed through attire, but must also be respectful in their appearance.

### ***Please note:***

- *Trousers, shorts, skirts and skorts must be worn at the waist.*
- *Shorts, skirts, skorts, (and any slits) must be no higher than two inches above the knee.*
- *No spaghetti straps; shirt straps must be a minimum of three fingers wide.*
- *Leggings, jeggings, or tights are considered undergarments and, if worn, must be accompanied by trousers, skirts or shorts of an appropriate length.*
- *Ripped or torn garments, such as fashionably torn jeans, may only be worn over leggings. No skin may be exposed through torn or transparent clothing.*
- *For safety reasons, open-backed shoes, such as flip flops, are not allowed.*

- *No clothing or jewelry may be worn with suggestive or questionable language or drawings. Some examples of this include, but are not limited to the following: graffiti, gang related symbols, racial, ethnic, and/or sexual slogans or innuendos, tobacco products, pictures or language about alcohol, violence, weapons, drugs, language that is blatantly disrespectful of others' beliefs, or images deemed offensive or not in good taste.*

#### FOR PHYSICAL EDUCATION/DANCE ("PE") CLASSES

- Regulation green BPCS t-shirt with white logo. (Flynn O'Hara)
- Regulation black sweatpants or gym shorts with green logo. (Flynn O'Hara)
- Students may NOT wear PE clothing to school. They are required to change for PE class.

## 10) Organizational Chart

The BPCS Executive Director will oversee the entire BPCS organization including BPCS (K-12) and the proposed BPCS- Downtown. The Executive Director reports directly to the BPCS Board of Trustees. Separate principals will head each of the elementary, middle, and high school programs, and there will be an operations leader at each campus. BPCS's Deputy Executive Director and Director of Operations & Finance will serve all schools, and are responsible for the centralized Business/Finance, Development and Communications functions, as well as oversight of campus operations leaders.

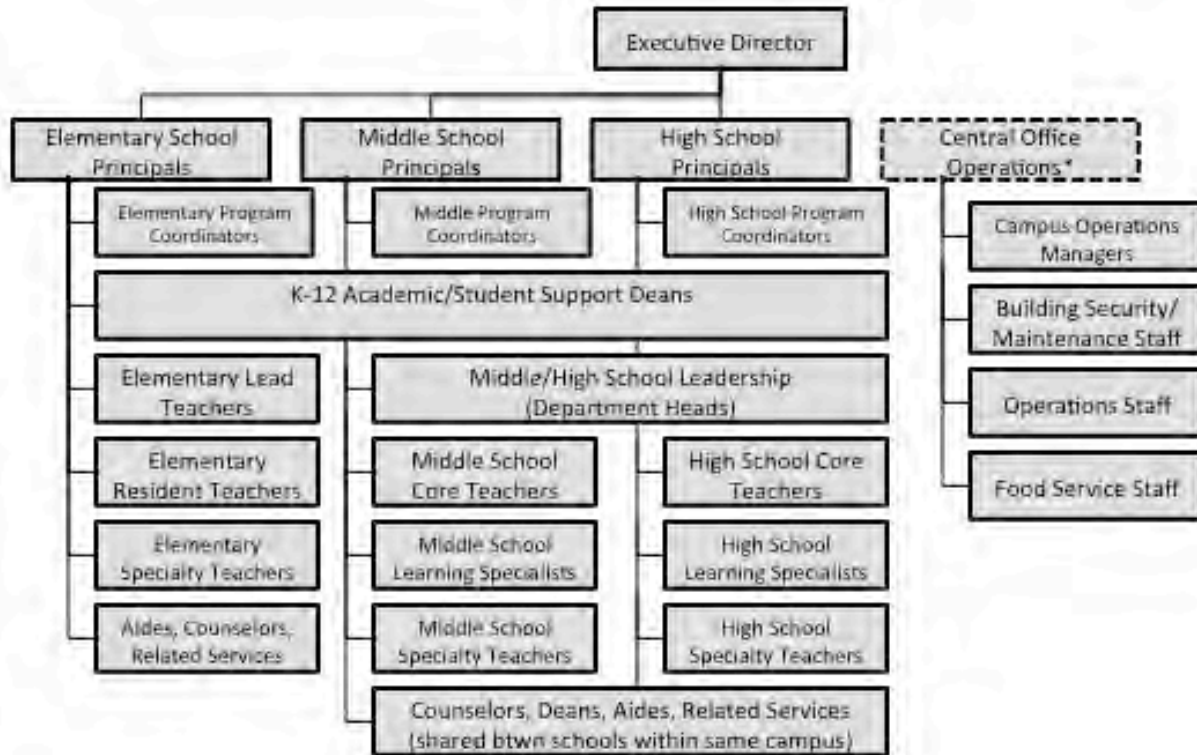
The proposed BPCS elementary and middle schools will be led by separate principals who will report to the BPCS Executive Director. The proposed elementary and middle schools will each have a program coordinator who will assist the principals in coordinating operations of afterschool, specialty, and other programming. The proposed elementary school will have two lead teachers and two resident teachers per grade. The elementary school will use a co-teaching model, with the goal of having at least one teacher (whether lead or resident) in each grade certified for Special Education. The proposed middle school will model its structure after BPCS existing middle school, but on a smaller scale, with one teacher at each grade level for each of the core subject areas of ELA/Humanities and Math/Science. The middle school will also have specialty and language teachers, as well as one learning specialist per grade level. The rationale for this structure is linked with BPCS's second Key Design Element: Commitment to Teacher Quality. By pairing resident teachers with head teachers in each grade, BPCS supports teachers in their professional development and ensures that all students have access to high quality teachers. Our overall organization is designed with efficiency in mind.

Employees of the BPCS central office, including the school's finance, HR and registrar teams, will serve both the original BPCS (K-12) and the proposed BPCS elementary and middle schools. This will allow the school to devote more resources toward the instructional programs at both schools. BPCS has a commitment to empowering teachers to become leaders. This is achieved through our use of roles such as lead teacher and department head. The individuals in these roles are integral to the successful growth of the school, as they help impart our mission throughout the school. Please see the below organization chart(s) for a detailed representation of BPCS's organizational structure for LEA as a whole, as well as our proposed K-8 as represented in years 1 and 5 of operations.

**Brooklyn Prospect Charter School  
Education Corporation Organization**



**SCHOOL LEVEL STRUCTURE (1)**

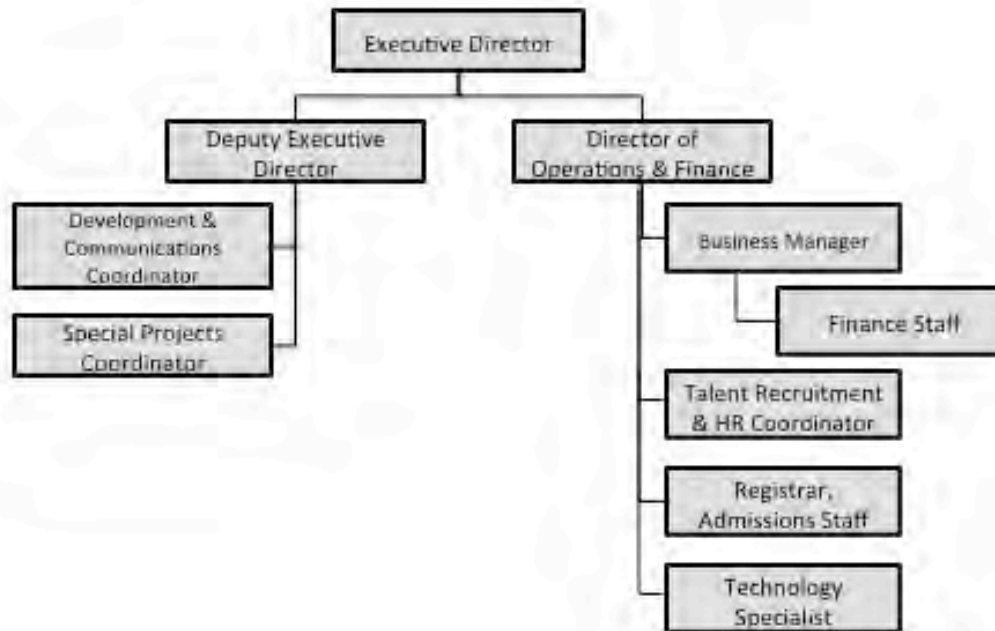


\* See following chart (2) for Central Office organization

**Brooklyn Prospect Charter School  
Education Corporation Organization**



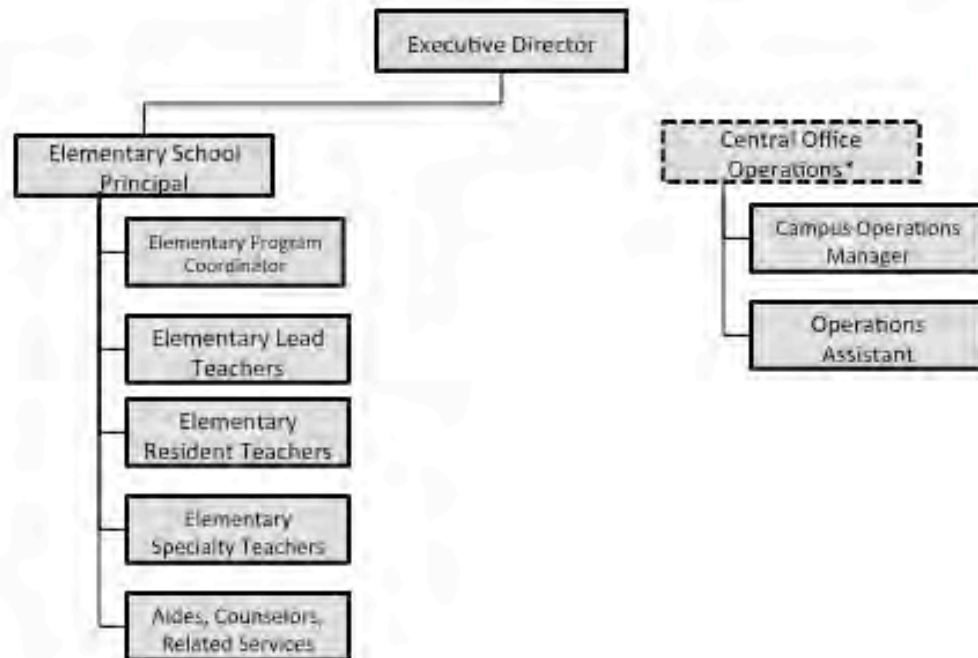
**CENTRAL OFFICE STRUCTURE (2)**



Brooklyn Prospect Charter School  
Proposed K-8 Organization



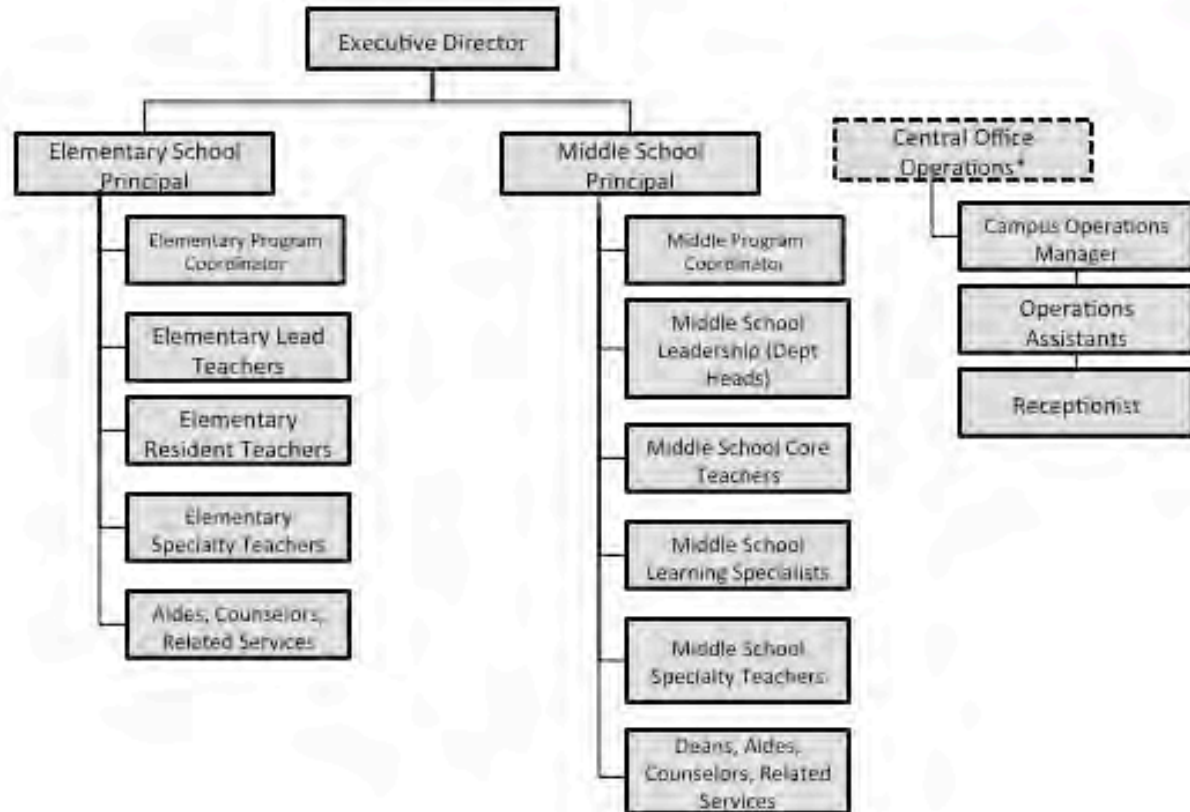
K-8 2014-15 (Year 1)



Brooklyn Prospect Charter School  
Proposed K-8 Organization



K-8 2018-19 (Year 5)



## 11. Personnel

### (a) Staffing Chart and Rationale

Separate principals will lead the elementary and proposed BPCS middle schools. A program coordinator will support each principal, allowing the principal to focus primarily on leading instruction in the school.

The elementary school will employ one lead teacher and one resident teacher for every classroom. The elementary school will use a co-teaching model, with the goal of having at least one teacher (whether Lead or Resident) in each grade certified for Special Education. This structure of two teachers per classroom allows for a teacher-to-student ratio of approximately 12.5:1. By pairing a lead teacher with a developing (“resident”) teacher, BPCS provides professional development opportunities that teachers new to the profession need to grow in their careers. It also ensures that all students receive instruction from an experienced teacher. The elementary school will also employ three school aides. This will free time for the classroom teachers to focus on instruction.

The proposed BPCS elementary school will employ 3.5 specialty teachers in the first year of the new charter and will add two additional specialty teachers by the fifth year. Please see *Table 9* for a summary of positions for the proposed BPCS elementary school.

The proposed middle school will model its structure after BPCS’s existing middle school, but on a smaller scale, with one teacher at each grade level for each of the core subject areas of ELA/Humanities and Math/Science. The middle school will also have specialty and language teachers, as well as one learning specialist per grade level. In our second year, we will add a School Counselor and Dean of Students to the middle school staff.

Please see *Table 9* for a summary of positions for the proposed BPCS middle school.

**Table 9. Positions for Proposed BPCS Elementary and Middle School.**

	2015-16 Year 1	2016-17 Year 2	2017-18 Year 3	2018-19 Year 4	2019-20 Year 5
<b>Grades Served:</b>	K-2	K-3	K-4	K-5	K-5
<b>Enrollment:</b>	225*	325	425	475	475
<b>Positions</b>					
Principal	2	2	2	2	2
Dean	0	1	1	2	2
Ops/Finance Coordinator	1	1	1	1	1
Ops Manager	1	1	1	1	1
Program Coordinator	2	2	2	2	2
School Counselor/Psychologist	1	2	2	2	2
School Aide	3	3	3	3	3
Receptionist	1	1	1	1	1
ES Lead Teacher	8	10	12	16	16
ES Resident Teacher	6	8	10	10	10
Specialty Teacher	4.5	6.5	9	9.5	9.5
ELA/Humanities Teacher	1	2	3	3	3
Math/Science Teacher	1	2	3	3	3

Learning Specialist	2	3	4	4	4
<b>Total</b>	<b>33.5</b>	<b>44.5</b>	<b>54</b>	<b>59.5</b>	<b>59.5</b>

\*The BPCS elementary school's inaugural K class enrolled three sections of 25, a result of the budgetary implications of operating in a private facility, but each subsequent K class will enroll 50 students.

Table 10 below reflects the full staffing plan for the BPCS Education Corporation, including the existing BPCS schools, the proposed CSD13 elementary and middle schools, and central office positions.

**Table 10. BPCS Ed Corp Positions (in aggregate), Years 1-5.**

	Projected Number of Positions for BPCS – Ed Corp				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Grades Served:</b>	K-2, 6, 6-12	K-3, 6-7, 6-12	K-4, 6-8, 6-12	K-8, 6-12	K-8, 6-12
<b>Total Enrollment:</b>	955	1055	1155	1205	1205
<b>Positions</b>					
Executive Director	1	1	1	1	1
Principal	4	4	4	4	4
Head of School Culture	1	1	1	1	1
Asst. Principal	1	1	1	1	1
Dean of Students	3	4	4	5	5
Counselor	4	5	5	5	5
Deputy Executive Director	1	1	1	1	1
Development and Communications Coordinator	1	1	1	1	1
Special Projects Coordinator	1	1	1	1	1
Director of Operations and Finance	1	1	1	1	1
Business Manager	1	1	1	1	1
Ops/Finance Coordinator	2	2	2	2	2
Talent Recruitment & HR Coordinator	1	1	1	1	1
Registrar	1	1	1	1	1
Program Coordinator	4	4	4	4	4
Operations Manager	2	2	2	2	2
IT Operations Manager	1	1	1	1	1
Tech Assistant	1	1	1	1	1
School Aide	6.5	6.5	6.5	6.5	6.5
Food Service Staff	3	3	3	3	3
Receptionist	2	2	2	2	2
Building Manager	1	1	1	1	1
Custodial Staff	4	4	4	4	4
Contingency	1	1	1	1	1
K-12 Academic Dean	1	1	1	1	1

	Projected Number of Positions for BPCS – Ed Corp				
	Year 1	Year 2	Year 3	Year 4	Year 5
ES Lead Teacher	8	10	12	16	16
ES Resident Teacher	6	8	10	10	10
Specialty Teacher	21	25	27.5	28	28
MS/HS Core Teacher	32.5	34.5	36.5	36.5	36.5
MS/HS Resident Teacher	2	2	2	2	2
Learning Specialist	20	22	23	23	23
Librarian	1.5	1.5	1.5	1.5	1.5
<b>Total</b>	140.5	154.5	164	169.5	169.5

## **(b) Qualifications and Responsibilities**

What follows is a job description for BPCS Principals:

### **Principal**

The school principal (“Principal”) is the instructional leader of the Brooklyn Prospect Charter School. Working under the direction of the Executive Director, the Principal implements the instructional vision of the school. The Principal reports directly to the Executive Director. S/he oversees the day-to-day activities of the educational program and is the first contact for teachers and parents. The Principal, in consultation with the Executive Director, is responsible for the hiring, training and evaluation of faculty. Evaluation of the effectiveness of the Principal’s work is done by the Executive Director.

### **Responsibilities of the Principal include:**

- Overseeing, training and evaluating teachers
- Designing and implementing an effective, ongoing professional development program
- Setting and enforcing the school’s culture and discipline code
- Serving as a primary contact for parents and families
- Managing classroom budgets
- Fostering a collaborative professional environment where faculty members are treated with the highest levels of professional respect
- Establishing a school culture where faculty are empowered in school-wide decision making in the areas of their professional expertise
- Serving on the school leadership team
- Leading the program design of the school
- Additional responsibilities as needed, as determined by the Executive Director

### **Candidate Requirements:**

- Significant teaching experience on the appropriate school level
- Previous administrative experience
- Master’s degree
- Collaborative spirit and skill
- Excellent communication skills
- Strong work ethic
- Ability to adapt in a dynamic environment
- Must enjoy working with very talented and dedicated colleagues

### **Compensation:**

- Competitive and commensurate with experience

The principals will report to the Executive Director of BPCS. In addition to the Executive Director, there will be 11 positions at the BPCS corporate level that will provide services to the

proposed BPCS elementary and middle schools. *Table 11* details the corporate positions that will, in various capacities, provide support for the proposed BPCS elementary and middle schools. This structure will allow the principals to focus solely on the instructional program for the school. The centralized operations at the corporate level offer an effective means of supporting the proposed BPCS elementary and middle schools and will facilitate the sharing of resources between the existing BPCS programs and the proposed BPCS elementary and middle schools.

What follows are descriptions for the three members of BPCS's School Leadership Team: The Executive Director, Deputy Executive Director, and Director of Operations and Finance.

**Executive Director**

The Executive Director is responsible for the day-to-day management of the organization and, in conjunction with the Board of Trustees, develops the strategic vision of Brooklyn Prospect Charter School. The Executive Director manages the Director of Operations and Finance, the Deputy Director for External Affairs, and the School Principals. Together the school principals and the directors form the Senior leadership team.

The Executive Director's specific job functions include:

- In conjunction with the board of trustees and the Senior leadership team, establishing the annual goals.
- Acts as the spokesperson for the school with the various constituents
- Leads the senior team
- Ensures compliance with federal, state and local education laws and regulations
- Regularly updates the board of trustees on the school's progress.
- Creates a strategic vision and executing against that vision.
- Ensures Brooklyn Prospect has the necessary resources to meet its goals
- Ensures smooth and efficient operational functions
- Evaluates the senior team

## **Deputy Executive Director; Director of Institutional Advancement**

About the Position: This position reports to the Executive Director

### **Responsibilities:**

#### *GENERAL:*

- Serve as the organization leader, in the absence of Executive Director
- Oversee institutional strategy, expansion and policy
- Manage and liaise with BPCS & PS Trustees and parent leadership
- Represent BPCS to key stakeholders and partners
- Strategize and review BPCS & PS annual budgets
- Build institution's external profile
- Collaborate with school leadership and personnel to help manage all-school cohesiveness

#### *COMMUNICATIONS:*

- Develop and direct institution's external communication strategy and plan
- Identify challenges/issues, create opportunities/solutions, and direct communications to promote and enhance BPCS accordingly
- Direct and manage media & press interactions and relationships
- Strategize and oversee the development of concise communication materials including:
  - brochures, and other print publications; online communications such as e-newsletters,
  - website and social media for the purposes of public relations and marketing of institution
  - Serve as communications counselor to school personnel

#### *DEVELOPMENT:*

- Work with trustees and ED to build, grow and execute BPCS development strategies, goals, and plans
- Partner with the ED and trustees on all major fundraising initiatives (includes monitoring and reporting on fundraising)
- Serve as BPCS ambassador to build relationships and advance BPCS's position with all constituents to drive broader awareness, donor support and fundraising initiatives
- Build a comprehensive fundraising plan that includes a variety of donors (i.e., individual, grant makers, corporations), and accounts for annual and capital needs
- Develop and implement a stewardship program aimed at cultivating deeper ties with donors
- Develop, and mentor the development team

**Job Description: Director of Operations and Finance**

The Director of Operations and Finance is the chief financial and operational officer at Brooklyn Prospect Charter School. She works closely with the Executive Director to ensure the day-to-day and long-term financial and operational health of the school.

The duties of the Director of Operations and Finance:

- Manages the operational and finance teams
- Member of the senior leadership team/Admin Team
- Prepares the monthly, quarterly financial statements and 10 year budget projections
- Supports strategic financial and operational planning
- Liaison to the board finance committee
- Leads compliance operations
- Head of human resources
- Oversees facilities projects

**(c) School Leadership and Management Structure**

The proposed BPCS elementary and middle schools will replicate the School Leadership and Management Structure as set forth in our original charter. We revised this slightly; in our original charter, we used the title of “Academic Director” to reference the role that is now called “Principal.” Other than that semantic change, the school leadership and management structure remain the same as described in our original charter.

**Selection Process for Principal of Proposed BPCS School**

BPCS has a robust selection process for school leadership, which will continue to be utilized for the selection of a new middle school principal. The search process for the new principal will involve word-of-mouth recruitment as well as strategic advertising at leadership educator programs as well as sources like Idealist.org and LinkedIn. After initially reviewing applicant profiles, we typically select two to three candidates for an intensive interview process that include meetings with parents, existing BPCS teachers, and the BPCS Board. BPCS will ultimately decide to hire one candidate to lead our new middle school program in CSD13. As mentioned previously, because we have an existing middle school in its fifth year of operations, we have already identified 2-3 potential candidates for this position, a result of the strong leadership pipeline BPCS has built.

BPCS already has in place a principal, Jumaane Saunders, to lead the proposed elementary school, in its first year of operations at the time of submission.

**(d) Staff Recruitment and Retention**

The proposed BPCS elementary and middle schools will replicate the recruitment and retention strategy structure as set forth in the original BPCS charter.

## **11. Personnel**

### **(e) Personnel Policies**

BPCS will follow the personnel policies as articulated in our original charter.

## **12. Partner Organizations**

### **(a) Partner Information**

Not applicable; the proposed BPCS elementary & middle schools will not have any partner organization.

## **12. Partner Commitment**

### **(b) Partner Commitment**

Not applicable; the proposed BPCS elementary and middle schools will not have any partner organization.

### 13. Governance

#### (a) Education Corporation Board Roles and Responsibilities

The proposed BPCS elementary and middle schools will replicate the Board roles and responsibilities as set forth in the original BPCS charter (V School Governance version II).

#### (b) School Board Design

The proposed BPCS elementary and middle schools will replicate the school Board design as set forth in the original BPCS charter (V School Governance version II).

#### (c) Current Board of Trustees

Name	Voting	Ex-Officio	Officer Position and/or Committee Membership	Length of Initial Term <sup>1</sup>
Amouzegar, Jaleh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Academic Oversight, Development	Elected: 2013-1/23/2015
Burns, Anne	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Officer: Vice Chair</i> Committees: Chair-Governance, Executive, Academic Oversight	Founding board member 7/28/08-7/28/14
Camp, Elizabeth Varley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Chair, Finance/Audit, Executive, Development	Founding board member 7/28/08-7/28/14
Chou, Luyen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Officer: Chair of the Board</i> Committees: Chair, Exec. Committee, Development, Audit/Finance, Governance, Academic Oversight, Facility	Founding board member 7/01/08-6/30/14
Fortune, Roger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Chair – Facility, Executive, Development, Finance/Audit	Founding board member 7/28/08-7/28/14
Kristina Frantz	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(ex-officio)	Ex-officio 7/1/2013-6/30/2014
Hightower, Stacey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Chair, Development, Executive, Finance/Audit	10/27/10-10/26/14

<sup>1</sup> All BPCS Trustee terms are 2-yr. terms.

Name	Voting	Ex-Officio	Officer Position and/or Committee Membership	Length of Initial Term <sup>1</sup>
Kane, Pearl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Academic Oversight, Governance	Founding board member 7/28/08-7/28/14
Olson, Candice	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Committees: Chair, Academic Oversight, Executive	Founding board member 7/28/08-7/28/14
Swann, Eliza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Officer: Secretary</i> Committees: Facility, Finance/Audit, Governance	Founding board member 7/28/08-7/28/14

### Board Capacity

The BPCS Board of Trustees currently has ten members, with a range of areas of expertise. Together they provide strong oversight of BPCS. The Board includes an attorney, educators, a real estate expert, and a number of business professionals. In addition, several Board members have prior experience in conducting oversight as a Trustee. For example, Our Board Chair has served on other charter school boards, nonprofit boards, for-profit boards, and has worked with school boards. A member of the board who is a practicing attorney provides oversight of legal, compliance, and governance issues.

Members of the BPCS Board operate efficiently and make informed decisions about BPCS, ensuring that the school's mission is upheld. All Board members are provided with the requisite training and information necessary for their success. This includes access to all applicable Board manuals, training about charter school laws and regulations, and robust school data.

Board Committees allow for a clear division of responsibilities and facilitate efficient BPCS Board operations. The Board is organized into five committees: Academic Oversight, Development, Finance, Facilities, and Governance. These committees present information at each BPCS Board meeting. The chairperson of each committee sits on the board's executive committee.

The BPCS Board of Trustees has made plans for the long-term sustainability and success of BPCS. This planning includes sourcing additional funding, ensuring thorough academic and financial oversight and succession planning, and exploring expansion and replication. Conversations about these long-term plans occur at full Board meetings—each Board meeting includes an update on progress toward long-term goals. The Board Chair and Vice Chair often initiate Board discussions about long-term goals based on weekly consultations with BPCS's Executive Director.

The BPCS Board of Trustees meets quarterly, and on an ad hoc basis, in accordance with their charter. In addition to the discussion that occurs at Board meetings, BPCS Board members also

take part in an annual retreat designed to address strategic planning for the future of the school. The retreat allows Board members a chance for in-depth discussion and goal setting. For example, the Board's 2012 annual retreat focused on exploring strategic school expansion and replication for BPCS.

Only two Board members have rotated off the BPCS Board over the course of our first charter term; the BPCS Board has maintained a strong core of trustees who are dedicated to the school. Their long-term participation has resulted in continuity of oversight and agility in making crucial decisions for the school, such as the recent move to our current facility.

As BPCS grows to our full planned capacity for our original school and as we plan for our proposed new BPCS elementary school, we will add members to the Board. The Board prioritizes particular skills in its new members. For example, the Board identified a need for a new member with experience in elementary education. A member who met this criterion was recruited and voted on to the Board within a few months. Currently, the Board is recruiting for a member with a strong law background and members who have access to development resources. All members of the BPCS Board actively recruit in their personal networks and refer interested individuals to the Governance Committee. The Governance Committee manages the process of interviewing prospective members, arranging visits to the school, and scheduling interviews with the board chair and executive director. After a prospective member has gone through this process, the board votes on the matter adding the new member to the Board. The board adheres fully to the process for filling seats on the board and removing seats as outlined in our by-laws.

All new members to the BPCS Board participate in a series of onboarding sessions. These include meetings with the Board Chair, Vice Chair, and BPCS's Executive Director.

The strong commitment of members to the BPCS Board has resulted in consistent oversight from year to year. By strategically adding new members to the Board in the future, the Board will maintain the organized, effective structure that has allowed BPCS to flourish.

**(d) Stakeholder Participation**

The proposed BPCS elementary and middle schools will replicate the stakeholder participation as set forth in the original BPCS charter (V School Governance version II).

### **13. Governance**

#### **(e) Bylaws**

The proposed BPCS elementary and middle schools will replicate the by-laws as set forth in the BPCS Renewal charter (No. 15 School By-laws).

### **13(f) - Code of Ethics**

The proposed BPCS elementary and middle schools will replicate our revised Code of Ethics, which was updated to align with the 2010 Charter School Law. This revised Code of Ethics is below.

## **Brooklyn Prospect Charter School Code of Ethics**

### **Conflict of Interest**

Employees or officers of the school shall not have a financial interest in or engage in business transactions or other professional activities which may be considered to be in conflict with the duties of an employee or officer of the school. Additionally:

- trustees, officers or employees of any single organization shall hold no more than 40 percent of total seats comprising the board of trustees;
- a trustee shall disclose when they have a financial, organizational, or personal interest in a matter before the board;
- board members will abstain from voting on matters in which they have a financial, organizational, or personal interest; and
- no trustee, officer, or employee of a for-profit corporation, limited liability company or partnership having a business relationship with the charter school involving the provision of educational management services to the charter school shall serve as a voting member of the board of trustees.

### **Standards**

Employees or officers of the school shall:

- not accept other employment which would impair the independence of judgment in the exercise of duties;
- not accept other employment which would require disclosing confidential information gained by position or authority of the school;
- not disclose confidential information acquired during the course of official duties nor use such information to further the employee or officer's personal interest;
- not use the position in the school to secure unwarranted privileges or exemptions;
- not engage in any transaction as a representative of the school that might reasonably be considered a conflict with the discharge of official duties;
- not give the impression that any person can improperly influence or enjoy favor in the discharge of official duties;
- abstain from making personal investments in enterprises directly involved in the decisions to be made by the school or which will otherwise create conflict between duty and private interest;
- pursue a course of conduct which will not raise suspicion among the public that the employee or officer is likely to be engaged in acts that are in violation of trust;
- shall not sell goods or services to the school in a manner that would be considered a conflict in the exercise of duties; and
- shall file with the secretary of state, a written statement, should the employee or officer have a financial interest having a value of ten thousand dollars or more.

**Violations**

In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law.

## **13. Governance**

### **(g) Board Information**

Not applicable.

## **14. Community Relations**

### **(a-b) District and Community Relations**

Many parents and community members have expressed support for the proposed BPCS elementary and middle schools, specifically, the Community Board 2, several CBO universal pre-K sites and hundreds of community members through direct correspondence.

#### **Strategies for Establishing and Maintaining Ongoing Relationship with School District**

Brooklyn Prospect Charter School will employ several methods of engaging with CSD #13, the district of our proposed BPCS elementary and middle school:

- Organizing groups of interested parents to create a dialogue with families throughout the district
- Conducting informational “open house” events
- Conducting tours of the existing BPCS elementary and middle school in Community School District #13 and, in some cases, of BPCS Windsor Terrace
- Distributing marketing materials in multiple languages
- Providing detailed information on our website, which includes a drop-down language translation menu
- Attending Community Education Council and Community Board meetings

BPCS will continue to conduct community and district outreach throughout Fall 2014.

## **14. Community Relations**

### **(c) Evidence of Community Support**

To date there has been overwhelming community support for Brooklyn Prospect middle and elementary school in CSD #13. See Section 1 for further descriptions of the need and Section 3 for the outreach and the response to outreach efforts, which indicates supports. In addition to numerous emails, attendees at our information sessions and positive feedback from our outreach efforts, there has been tremendous increase in applications from 2012-13 to 2013-14.

As Brooklyn Prospect is already a well-regarded MS/HS presence in the adjacent CSD #15 and has an existing elementary school in CSD #13 current admissions are the best indication for community need, demand and support. Current admissions numbers were tallied on February 26, 2014 and will rise prior to the April 1 closing date.

CSD #13 K = 658 and CSD #15 6<sup>th</sup> grade MS = 790

## 15. Student Demand, Recruitment and Retention

### (a) General Student Population

BPCS anticipates strong demand for our proposed elementary and middle schools. Word has spread that BPCS provides an exceptional education, and applications for seats at BPCS have increased every year. For 150 available seats in the 2013-14 school year, BPCS received 1447 applications. Our strong reputation is further demonstrated in kindergarten applicants for the 2013-14 school year. Due to protracted lease negotiations, we only had two weeks to conduct recruitment for our first BPCS kindergarten class. Nevertheless, 240 students applied for admission for 75 seats in our 80 Willoughby Street location. To date, and a month before our application closes for our 2014-15 school year, we already have 658 applicants for the 50 kindergarten seats we will fill for next fall's kindergarten class.

These demand patterns, established by our current elementary program, predict that there will be similar levels of demand for our proposed elementary and middle schools. As stated in Response 01 – Community Need, there is a demand for charter school seats that is greatly undersupplied in Downtown Brooklyn, indicating that there will be strong demand for a new charter school in Downtown Brooklyn, which is where our proposed school will be located<sup>1</sup>.

### (b) Target Population

BPCS will make a good faith effort to meet the SUNY enrollment targets for subgroups by attracting and retaining students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program. All of our school brochures, website content, mailings, and applications mention that the school accommodates students with disabilities, English language learners and participates in the free and reduced lunch program.

Effective April 1, 2014 and going forward, BPCS will only hold admission lotteries for designated intake grades: Kindergarten, 6<sup>th</sup>, and 9<sup>th</sup> grades. Vacant seats in grades 1-5, 7, 8, and 10 will be filled via the waitlist, and prioritized by lottery or, in the case of names added subsequent to the main intake lottery, solely upon date and time the name was added to the waitlist. BPCS does not enroll new students beyond 10<sup>h</sup> grade.

As per BPCS admission policy, transient students (students with documentation demonstrating that they were not residents of New York State at the time of the lottery closing date), may qualify to be added to the top of the waitlist if they satisfy one of the following conditions:

- Qualify as an English Language Learner (“ELL”)
- Qualify for free or reduced price lunch
- The student's parent or legal guardian is currently deployed overseas on assignment as a member of the United States Armed Forces

Such advancement on the waitlist is permitted for up to 10% of the students enrolled per grade level and will be given on a first come first serve basis and subject to available seats.

The recruitment strategies that the proposed BPCS elementary and middle schools will employ in are as follows:

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<sup>1</sup> Data from New York City Charter Center: <http://www.nyccharterschools.org/sites/default/files/resources/EnrollmentLottery2013ReportFINAL.pdf>

### Students with Special Needs

- Admissions information sessions will be held, including a presentation on our robust Special Education program (“Student Support Services” or “SSS”) and Collaborative Team Teaching model.
- Our SSS Department Head will be accessible and available to meet with all prospective families regarding accommodations and individual student needs.
- We will advertise our Special Education department on our website, along with team bios.

### English Language Learners

- Our application will be available in multiple languages (English, Spanish, Mandarin).
- Spanish translation will be provided as needed at our admissions information sessions.
- Brochures will be available as needed in Spanish and English.
- We will provide outreach by multi-lingual staff and in immigrant communities.
- Advertising and school materials and communications are translated frequently, as needed.
- With notice, translators will also be made available for families at regular school events, such as parent-teacher conferences and PTSO meetings.
- School information session(s) will be held advertised and open to the community to attract more families who speak a language other than English.

### Students Eligible for Free and Reduced Lunch Programs

- Our admissions policy will allow a 45% set-aside for in-district families eligible for free and reduced lunch.<sup>2</sup>
- Support is offered to assist families in completing all necessary paperwork to ensure eligible students participate in the lunch program.
- Recruitment occurred throughout neighborhoods surrounding the school and in the local district that have high percentages of families receiving free and reduced lunch.
- We participate in the state Child Nutrition Program and offered free and reduced meals to families who qualified.

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<sup>2</sup> Applies to K and 6<sup>th</sup> grade applicants only.

## **15. Student Demand, Recruitment and Retention**

### **(c) Evidence of Demand**

As stated previously in Response 15, 240 students applied for admission for 75 kindergarten seats at BPCS for the 2013-14 school year. To date, and a month before our application closes for our 2014-15 school year, we already have 658 applicants for the 50 kindergarten seats we will fill for next fall's kindergarten class. These applications are evidence of demand for the BPCS elementary program in Downtown Brooklyn.

## **15. Student Demand, Recruitment and Retention**

### **(d) Admissions Policy**

In April 2013, BPCS adopted a revised Admissions Policy to allocate greater enrollment preference to students who are "at-risk" for academic failure. Please see Page 2 ("Enrollment Preference") for details of this aspect of the BPCS admissions policy. The entire Admissions Policy as adopted in April 2013 is below.

#### **Recruitment and Admissions Policy**

As stipulated in our mission statement, Brooklyn Prospect Charter School ("BPCS") seeks to educate young people from the diverse neighborhoods surrounding Prospect Park and to embrace racial, ethnic, religious and socio-economic diversity in the student body. To this end, our anti-discrimination criteria, admissions procedure, and community outreach programs are designed to maximize the potential for a diverse student body representing, as closely as possible, the great diversity of the Borough of Brooklyn.

#### **Admissions Criteria**

In accordance with Brooklyn Prospect Charter School's commitment to diversity and as delineated by federal, state and local law, Brooklyn Prospect Charter School is nonsectarian and does not discriminate in admissions, educational programs, or employment against any individual on account of that individual's sex, race, color, religion, age, sexual orientation, handicap or national or ethnic origin. Additionally, admission to Brooklyn Prospect Charter School shall not be limited on the basis of a student's intellectual ability, measures of achievement or aptitude, athletic ability or disability.

Any child who is qualified under the laws of New York State for admission to a New York City public school is qualified for admission to Brooklyn Prospect Charter School. The school shall enroll each eligible student who submits a timely application by the first day of April each year, unless the number of applications exceeds the capacity of the grade level or building. In such cases, students shall be accepted from among applicants by a random selection process, allowing that enrollment preference will be given to pupils as stated below in Enrollment Preference.

#### **Application and Enrollment Procedures and Schedule**

In the interest of reaching families of diverse backgrounds and minimizing the barriers to entry, the application procedure for Brooklyn Prospect Charter School is constructed to be as simple and accessible as possible. The application itself requires only information that is absolutely necessary, and it is available in English, and Spanish and Chinese translation. BPCS school staff is available and actively seeks to assist any students or families in the application process. Additionally, the BPCS staff works with admitted and matriculated families to prepare them for and help them meet the social and academic expectations of the school community and offer counseling and support to those students and families who struggle to meet our expectations.

In accordance with the SUNY guidelines and in order to ensure an open and fair enrollment process and a diverse student body, BPCS adheres to the Student Recruitment, Application and Admissions Processes and Reporting Requirements published by SUNY. BPCS therefore submits, by the stipulated deadlines, a copy of the Admissions Application, the Student

Recruitment and School Marketing Efforts (in the first year) and the Application and Admission Summary.

### **Admissions Schedule**

- January 1 – Applications for admission to Brooklyn Prospect Charter School will be made available via the school web site, mailings to current parents and community members, and through various community outreach efforts. In addition, letters of intent to renew enrollment the following year will be distributed to current students.
- January through March – Outreach efforts will continue with active recruitment of applicants from diverse neighborhoods, public elementary schools (when applicable) and community groups. BPCS staff will be available to offer assistance to any family requiring it and will make concerted efforts to follow up with interested families.
- April 1 – Final deadline for submission of applications from new applicants and signed re-enrollment contracts due from current students.
- First week of April – Applications will be collated and, if necessary, a random lottery for each grade level will be scheduled for the first available date. The lottery will be open to the public and attended and/or audited by a representative of the BPCS board of trustees and an un-affiliated auditor. It will be conducted to ensure preference for currently enrolled students, siblings of currently enrolled students and residents of the CSD in which the school facility is located; preference will be given in the order listed. After all seats have been filled, a waiting list will be created for each grade level, placing students in preferential order. The lottery will be executed according to the requirements and standards outlined in Education Law subdivision 2854(2). BPCS reserves the right to pick a lottery date during the first two weeks of April.
- Mid-April – Accepted students will be notified, and necessary enrollment materials will be mailed to accepted students and their families. Students who have been placed on the waiting list or who have not been accepted will also be notified.
- Mid-May – Letters of intent to matriculate will be due from accepted students. A concerted effort will be made by BPCS to contact and consult with any family who has not submitted a letter of intent by the deadline before going to the waiting lists.
- Mid-June through September – The charter school will contact students admitted off the waiting lists. A concerted effort will be made by BPCS to contact and consult with any family admitted off the waiting list.

### **Enrollment Preference**

For the 2013-14 school year, enrollment will be open to students who turn 5 years of age by December 31, 2013 for Kindergarten (BPCS –Elementary), or are in grades 6-9 (BPCS -main campus), according to our growth model. The school will give priority (preference) to students admitted and enrolled in the prior year, siblings of students already enrolled, applicants for our 6<sup>th</sup> grade (BPCS -main campus) who qualify for free or reduced price lunch (see detail in below paragraph), and students residing in CSD 15 (BPCS- main campus) or BPCS –Elementary). BPCS will also offer preference to Transient students as described in “Lottery & Waitlist Process,” below.

In order to fulfill Brooklyn Prospect Charter School's mission of reflecting the diversity of Brooklyn's neighborhoods and to ensure that Brooklyn Prospect continues to serve students who are "at-risk" for academic failure, Brooklyn Prospect has enacted a tiered lottery system. Prior to the main lottery, a preliminary admissions lottery will take place for students who are applicants to our 6<sup>th</sup> grade and who are registered within the NYC Department of Education database (ATS) as receiving free or reduced price. The "free/reduced lottery" will commence after the April 1st registration closing date and prior to the main lottery. The purpose of the "free/reduced" lottery is to increase the number of free and reduced students enrolled in Brooklyn Prospect.

For the 2013-2014 school year, BPCS will set aside 45% of the 6<sup>th</sup> grade initial acceptances for students in the free/reduced lottery. For admissions into middle school, only residents of CSD 15 receive the aforesaid lottery preference. In subsequent years, and based on the enrollment from the previous year, the Executive Director shall determine no later than January 1st, the percentage of the initial acceptances that will be set aside in the free/reduced lottery for the subsequent school year, and report the percentage to the SUNY Charter Schools Institute. Students who are not accepted in the "free or reduced lottery" will be placed in the general lottery. If approved by the SUNY Board of Trustees, a similar process may be used for English Language Learners in future years.

*"Initial acceptances" are defined as the students who are given an offer for enrollment on the day of the lottery without having to be placed on the waitlist.*

### **Lottery & Waitlist Process**

If the number of applicants for a grade level exceeds the number of positions available, the school will hold a random selection lottery during or prior to end of the second week following the application deadline. The random selection drawing shall be audited by an official who is not an affiliate of BPCS, shall be open to the public and videotaped, and the school will notify all applicants of the time and place. Names will be drawn until all available classroom positions have been filled. Any remaining names will be drawn to establish waiting list priority to be used to fill openings both on the campus and during the school year for which the student applied. After all eligible names have been drawn, the school will add the names of applicants who filed applications after the application deadline. All post-deadline applicants will be added to the waitlist in the order in which they are received.

For the 2013-14 school year, all applicants still on the waiting list must resubmit an application for the following school year. Once students are admitted they will remain eligible to be admitted at the school for successive years without having to re-enter the selection process. They must, however, enroll for the subsequent year.

Effective April 1, 2013 and going forward, BPCS will only hold admission lotteries for main intake grades-Kindergarten, 6<sup>th</sup>, and 9<sup>th</sup> grades. Vacant seats in grades 1-5, 7, 8, and 10 will be filled via the waitlist, and prioritized by lottery or, in the case of names added subsequent to the main intake lottery, solely upon date and time the name was added to the waitlist.

Transient students (students with documentation demonstrating that they were not residents of New York State at the time of the lottery closing date), may qualify to be added to the top of the waitlist if they satisfy one of the following conditions:

- Qualify as an English Language Learner ("ELL")
- Qualify for free or reduced price lunch

- The student's parent or legal guardian is currently deployed overseas on assignment as a member of the United States Armed Forces

Such advancement on the waitlist will be allowed for up to 10% of the students enrolled per grade level and will be given on a first come first serve basis and subject to available seats.

In practice, families will notify the school, after the April lottery deadline, either in person, or by phone or walk-in of their desire to attend Brooklyn Prospect Charter School. Families will be asked if they have recently moved from out of state and can provide documentation of their move—citizenship and immigration status are not relevant. If the family responds in the affirmative, they will be asked if they can satisfy one of the three above categories. To qualify for ELL, applicant can take an assessment or show previous documentation. Standard documents for Military and Free/Reduced will satisfy these categories. If the family meets the criteria, the student will be offered the next available seat ahead of all other students in the grade. Prior to the lottery, Brooklyn Prospect will determine the total number of Transient student exceptions by multiplying the total enrollment target for the grade level by .1 rounding to the nearest whole number.

### **Lottery Procedures**

Step One: Current students who complete a re-enrollment form are automatically reenrolled to the next grade.

Step Two: The grade levels are randomly drawn to determine which grade shall be drawn first.

Step Three: If spaces are available, and once an application is completed, submitted, and the registrar is contacted by email or otherwise in writing, siblings of currently enrolled students are automatically enrolled. If a grade has more sibling applicants than openings, sibling applicants are randomly drawn.

Step Four: New applicants are drawn completely for each grade in the order determined in Step Two, until all applicants are placed in a grade or the waiting list. As applicants are drawn and enrolled, siblings are also enrolled.

Step Five: After all spaces are filled, the drawing continues to determine the order of the waiting list.

### **Outreach Programs**

In accordance with our mission statement and the New York State Education Law, Brooklyn Prospect Charter School pursues a rigorous plan of community outreach. These efforts include, but are not limited to:

- an interactive website inviting community input, questions, and feedback;
- outreach through neighborhood religious groups, including but not limited to the Catholic Church;
- collaboration with the community board, particularly with members of the education committee;
- collaboration with community leaders, such as the councilman, borough president, and members of various grassroots community organizations;
- collaboration with a variety of educational non-profit organizations and businesses serving the community in and around CSD 15 and 21;

- active recruitment at local community centers, residential communities, and after school programs, and through local religious organizations;
- open house and community forum events at which parents and community members can visit, learn about, or ask questions about the charter school; and
- direct communication with the community through postings and mailings.

### **Voluntary Withdrawal from the Charter School**

Brooklyn Prospect Charter School is a school of choice and it is critical that all students and their parents examine the school closely before deciding to enroll. We hope that the process involved in applying to the school's lottery for admission will provide parents and guardians with the information they need to make a good choice. However, we realize there may be circumstances in which a parent or guardian wishes to transfer their child to a different school. In these instances, BPCS personnel will offer to meet with the family to discuss the reasons for the desired withdrawal from the charter school and seek solutions to any problems within the BPCS community. This initial meeting will serve both to help staff remedy any problem and to receive direct feedback from families who are opting for alternatives to BPCS. Such feedback could form the basis for an alteration in school practices. If the parent or guardian still wishes to transfer their child to another school, staff at BPCS will make every reasonable effort to help the student find a school that better serves the family's desires. The charter school will ensure the timely transfer of any necessary school records to the student's new school.

### **Clarification of lottery policies**

1. Students who transfer: Students who transfer to another school for academic, social or reasons of family choice but wish to return to Brooklyn Prospect must be re-entered in the lottery.
2. Students who withdraw during the admissions process: Students who are accepted but withdraw during the admissions process and later wish to enroll will be placed at the end of the wait list.
3. Sibling Definition: For the purpose of applying sibling preference, siblings are defined as students who share a biological parent or share a legal guardian with a current BPCS student.
4. District Preference: District preference for district is solely determined by where the student resides and not where the student attends elementary school. The authoritative site for school district is <http://gis.nyc.gov/dcp/at/f1.jsp>
5. Free and Reduced Preference: To qualify for free and reduced lunch preference, students must be registered in ATS as free/reduced or present adequate documentation such as a public assistance letter.
6. Failure to document preferences: Students who participate in the lottery with a preference but are unable to substantiate that preference will be placed at the end of the wait list.
7. Sibling Preference: Sibling Preference is the highest preference. All siblings are accepted first whenever there are seats available in the grade level.

## 16. Facilities

### (a) Facility Needs

BPCS has a 10-year lease at 80 Willoughby Street for floors 8, 9 and 10, which will house grades K-5. 80 Willoughby Street is owned by the Sisters of Saint Joseph and contains Saint Joseph's High School for Girls in floors B-7. Brooklyn Prospect has begun negotiations for a private facility within CSD 13 at 240 Jay Street with adequate space to accommodate our proposed middle school. As there is extra space on the 10<sup>th</sup> floor of 80 Willoughby, the 5<sup>th</sup> grade would most likely start in September 2015 at 80 Willoughby and move to a permanent site in the fall of 2016. Please see *Table 12* below for details of our anticipated facility needs over the course of our proposed charter term.

*Table 12. Anticipated Facility Needs.*

	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20	Year 6 2020-21
Grades	K-2, 6	K-3, 6-7	K-4, 6-8	K-8	K-8	K-8
Enrollment	225	325	425	475	475	475
General Education Classrooms	9	13	17	19	19	19
Special Education, ELL, labs, specialty, intervention, enrichment	3	4	4	6	6	6
Administration	1	2	2	3	3	3
Food Services	1	2	2	2	2	2
Physical Education	1	2	2	2	2	2

### (b) Facility Selection

As with the two current BPCS facilities, BPCS has identified several potential facilities within the district. Generally, the potential facilities are currently configured as small parochial schools that remain unused. Given the small size of the middle school (150 students in total), there are many facilities sufficient to house the site. The middle school is planned to be within the Downtown Brooklyn and thus walking distance from the elementary school and the site will be between 15,000-20,000 square feet. BPCS will seek to negotiate a favorable lease as to limit the financial burden of the facility.

### (c) Facility Related Conflicts of Interest

It is not anticipated that any person involved with Brooklyn Prospect Charter School will have an ownership interest in the facility.

## 23. Action Plan

The following action plan<sup>1</sup> has been developed by the leadership team of BPCS. This plan represents the scope of preparations that BPCS will conduct in the time before our proposed middle school opens for the 2015-2016 school year.

### Pre-Opening To-Do List and Timeline:

Academic Program and School Administration: Page 2

School Management and Operations: Page 3

Organizational Viability: Page 4

Facility: Page 5

### Key Personnel:

Dan Rubenstein, Executive Director: DR

Operations Manager<sup>2</sup>: OM

Roger Fortune, Board Member: RF

Penny Marzuli, Director of Development: PM

Daniel Brink-Washington, Student Support Services: DBW

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<sup>1</sup> Action plan is subject to change.

<sup>2</sup> Operations Manager position is currently unfilled.

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>Academic Program and School Administration</b>													
Recruit and hire appropriately qualified staff. Hiring operations manager is high priority. Procure letters of intent from teachers.	DR Oct – Sep												
Pursue fingerprint supported background checks for school personnel, and provide for Emergency Conditional Appointments as necessary.	DO Jan – Sep												
Provision classrooms appropriately.	DR Jan – Aug												
Prepare school calendar (in conjunction with BPCS Windsor Terrace) and distribute to families.	DR Jan – Feb												
Prepare class schedules and distribute to teachers.	DR May – Sep												
Make arrangements to provide a range of special education services.	DBW Jan – Sep												

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>School Management and Operations</b>													
Make arrangements to provide nutrition services to the school's students.	DO Jun – Sep												
Ensure that appropriate food and beverage storage is available at the school.	DO Jun – Sep												
Contact school district of location or appropriate entity to arrange for school nurse, recruit and hire a school nurse, or arrange shared use of existing school nurse.	DO Jun – Aug												
Ensure that all students are appropriately immunized, or are excused from so being.	Registrar Jun – Sep												
Ensure that the school will have the proper number of defibrillators and trained staff. CPR course will be delivered yearly at the BPCS Windsor Terrace location.	DO Jun – Aug												
Facilitate transportation services with students' districts of residence, including assisting parents with requests for transportation prior to April 1 <sup>st</sup> .	DO Jan – Mar												
Arrange for supplemental transportation services.	DO Mar – May												

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>Organizational Viability</b>													
Submit Student Application for Admission (same for all of BPCS) and send it to the Institute by December 30 <sup>th</sup> .	DR Dec												
Plan and document student recruitment and school marketing efforts by January 16 <sup>th</sup> .	DR, PM Jan												
Define application period and set a lottery date.	DR Jan												
Conduct the lottery after April 1 <sup>st</sup> at BPCS Windsor Terrace office.	DR Apr												
Notify parents and guardians of the results of the lottery.	DR Apr												
Complete the Application and Admission Summary and submit it to the Institute by May 1.	DR Apr – May												
Request student records from students' former schools.	DR Apr – Sep												
Arrange for separate locked storage for students' academic and health records.	DO Apr – Aug												
Set up student files with proper FERPA protections and procedures.	DR Jul – Sep												
Update School insurance policy.	DR Jan – Jul												
Create life safety procedures and train teachers accordingly.	OM Jul – Aug												
Write a plan and procedures to control access to the building (joint school leaders).	DO May												
Hire necessary security personnel, if needed.	DO May – Aug												
Ensure that there is adequate signage and that the building is numbered for emergency response.	DO Jul												

	Person in charge	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Facility</b>													
Finalize location of proposed school and notify Institute and SED within 10 days of identification.	RF/DR Oct 30												
Update school insurance policy.	DR/DO Jan – Jul												
Create life safety procedures and train teachers accordingly.	OM Jul – Aug												
Draft school SAVE plan and submit it to SED and Institute (collaborate with co locating school).	DR Aug – Sep												
Write a plan and procedures to control access to the building (joint school leaders).	DO May												
Hire necessary security personnel, if needed.	DO May – Aug												
Ensure that there is adequate signage and that the building is numbered for emergency response.	DO Jul												

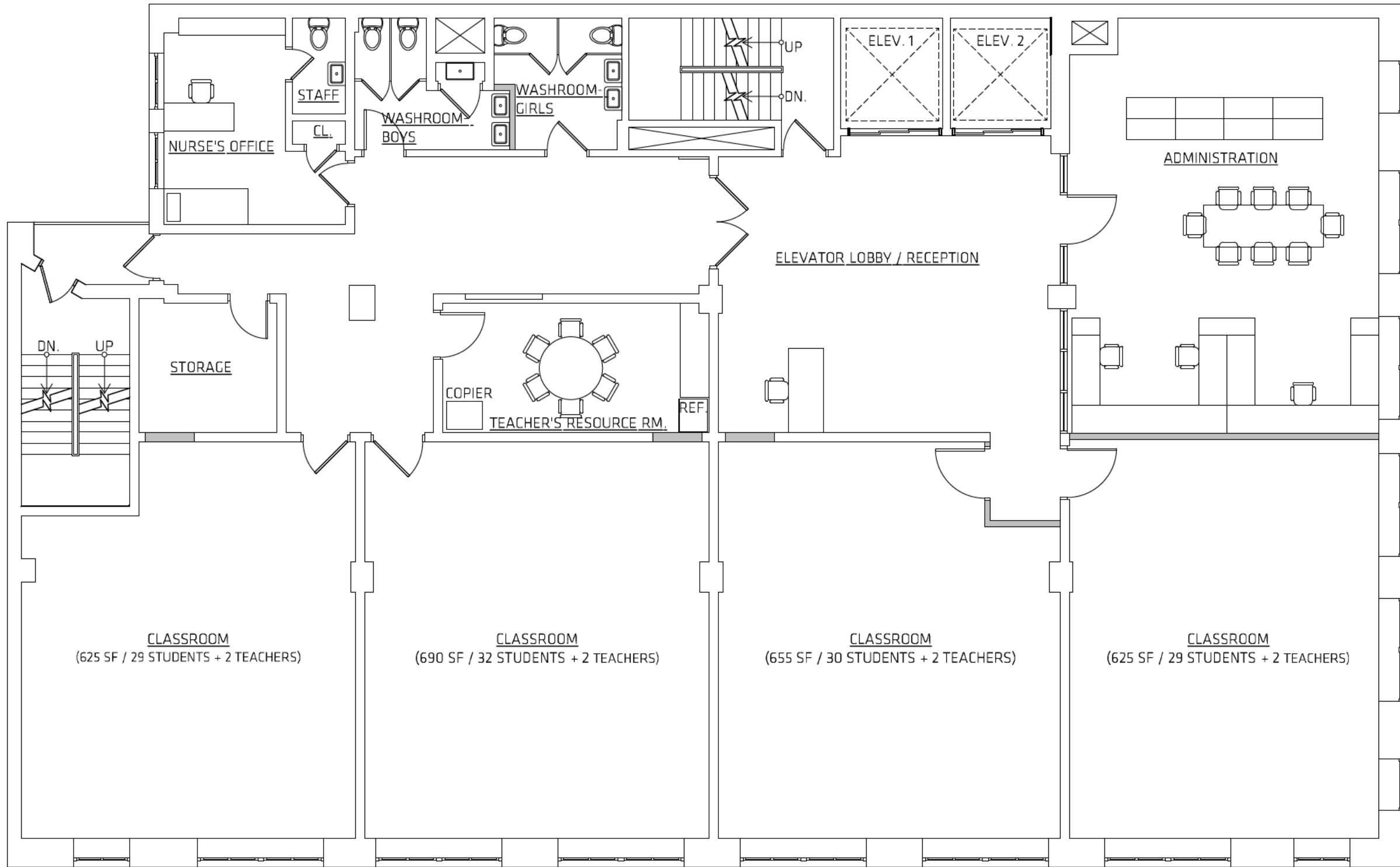
BROOKLYN PROSPECT  
 CHARTER SCHOOL

PROPOSED PLAN - 8TH FLOOR, 2013/2014

DS - 10

SCALE  
 1/8" = 1'-0" @ 11x17

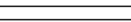



6 JUNE 2013

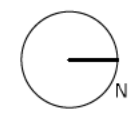


1 8TH FLOOR PLAN - 2013/2014  
 DS-10 1/8" = 1'0"

MAXIMUM NUMBER OF STUDENTS: 120  
 MAXIMUM NUMBER OF TEACHERS: 8

**KEY:**

-  EXISTING WALL / PARTITION TO REMAIN
-  NEW PARTITION
-  EXISTING DOOR TO REMAIN
-  NEW DOOR



**LEASE**

**BETWEEN**

**THE SISTERS OF SAINT JOSEPH  
“LANDLORD”**

**AND**

**BROOKLYN PROSPECT CHARTER SCHOOL  
“TENANT”**

**PREMISES**

**EIGHTH, NINTH, TENTH FLOORS AND PART OF ROOF  
80 WILLOUGHBY STREET,  
BROOKLYN, NEW YORK**

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THIS AGREEMENT OF LEASE (“**Lease**”) made this        day of May, 2013 between **THE SISTERS OF SAINT JOSEPH**, a not-for-profit corporation having its office at 1725 Brentwood Road, Brentwood, New York, Attention: Sister Helen Kearney, CSJ President (hereinafter referred to as “**Landlord**”) and **BROOKLYN PROSPECT CHARTER SCHOOL**, a not-for-profit charter school pursuant to a charter authorized by the State University of New York Board of Trustees, having its principal office at 3002 Fort Hamilton Parkway, Brooklyn, New York 11218, Attention: Daniel Rubenstein (hereinafter referred to as “**Tenant**”).

ARTICLE 1  
PREMISES AND TERM OF LEASE

1.1        **Landlord** hereby leases to **Tenant** the following Premises: The eighth, ninth and tenth floors and part of the roof as delineated in the diagram annexed hereto as Exhibit “A” (hereinafter “**Premises**”) of the school building known as “**St. Joseph High School**” located at 80 Willoughby Street, Brooklyn, New York (hereinafter “**Building**”), for the term of TEN (10) YEARS to commence on the 1st day of July 2013 (“**Commencement Date**”) and to end on the 30th day of June, 2023 (“**Expiration Date**”).

ARTICLE 2  
RENT

2.1        **Tenant** shall pay to **Landlord** annual rent to Landlord in equal monthly payments on the first day of the month, beginning on the Commencement Date (“**Base Rent**”) as follows:

(i)        During YEAR 1\*, the annual Base Rent shall be One Hundred Forty Eight Thousand One Hundred Seventy Five and 00/100 (\$148,175.00) Dollars payable in monthly installments of **\$12,347.92** in advance on the first day of each month.

(ii)       During YEAR 2\*, the annual Base Rent shall be Two Hundred Eleven Thousand Four Hundred Five and 00/100 (\$211,405.00) Dollars payable in monthly installments of **\$17,617.08** in advance on the first day of each month.

(iii)      During YEAR 3\*, the annual Base Rent shall be Two Hundred Ninety Three Thousand Four Hundred Fifteen and 00/100 (\$293,415.00) Dollars payable in monthly installments of **\$24,451.25** in advance on the first day of each month.

(iv)      During YEAR 4\*, the annual Base Rent shall be Three Hundred Fifty Three Thousand Two Hundred Sixty and 00/100 (\$353,260.00) Dollars payable in monthly installments of **\$29,438.33** in advance on the first day of each month.

(v)        During YEAR 5\*, the annual Base Rent shall be Four Hundred Twenty Eight Thousand Fifteen and 00/100 (\$428,015.00) Dollars payable in monthly installments of **\$35,667.92** in advance on the first day of each month.

(vi)      During YEARS 6, 7, 8, 9 and 10\*, the annual Base Rent shall be Four Hundred Ninety Eight Thousand One Hundred Forty Five and 00/100 (\$498,145.00) Dollars payable in monthly installments of **\$41,512.08** in advance on the first day of each month.

\* The term “YEAR” shall mean twelve-month period running from July 1<sup>st</sup> to and including June 30th during the term of this Lease.

2.2 Commencing on the Commencement Date, Tenant also shall pay all sums, costs, expenses and other amounts which Tenant assumes or agrees to pay to Landlord hereunder other than Base Rent (collectively, “**Additional Rent**” and together with Base Rent, the “**Rent**”) including, without limitation, costs and expenses and other amounts paid or incurred by Landlord which are required to be paid by Tenant under any of the provisions of this Lease. Additional Rent shall be due and payable within thirty (30) days following Landlord’s demand therefor unless a different period is specifically provided herein. In the event of any non-payment of any Additional Rent (unless disputed in accordance with the terms of this Lease), Landlord shall have all of the rights and remedies provided for herein, by law and in equity in the event of the non-payment of Base Rent.

2.3 At the time of the execution and delivery of this Lease, **Tenant** shall deposit with Landlord the sum of **\$75,000,000** (the “**Security**”) as security for the faithful observance and performance by **Tenant** of each of the terms, covenants and conditions of this Lease on **Tenant’s** part to be observed and performed, which Security Landlord shall keep separate from its own funds in an interest-bearing account. In the event **Tenant** defaults in the observance or performance of any such term, covenant or condition including, without limitation, the covenant for the payment of Base Rent or Additional Rent, **Landlord** may use, apply or retain the whole or any part of the Security to the extent required for the payment of any sum with respect to which **Tenant** is in default, or for the payment of any sum which **Landlord** may reasonably expend or incur, or has reasonably expended or incurred, because of **Tenant’s** default in the observance or performance of any such term, covenant or condition. If **Landlord** uses, applies or retains the whole or any part of the Security, **Tenant**, within five (5) days after **Landlord’s** demand therefor, shall deliver to **Landlord** the sum necessary to maintain the Security at its then required amount. The Security or any remaining portion thereof then held by Landlord, or any interest earned on the Security, shall be returned to **Tenant** within twenty (20) days after: (i) the Expiration Date or the expiration dates of the First Renewal Period or Second Renewal Period (defined below) as applicable; or (ii) delivery of the entire possession of the Premises to **Landlord** as herein provided.

ARTICLE 3  
OPTION PERIODS

3.1 This Lease shall automatically renew for an additional term of five (5) years, beginning on the 1st day of July, 2023 and ending on the 30th day of June, 2028 (“**First Renewal Period**”) on the same terms and conditions herein specified, with the exception of the Base Rent, which shall be Five Hundred Fifty Six Thousand Three Hundred Ten and 00/100 (\$556,310.00) Dollars per annum payable in monthly installments of **\$46,359.17** in advance on the first day of each month. In the event **Tenant** does not intend to renew the Lease, **Tenant** shall provide to **Landlord** at its principal place of business, as set forth herein, a written notice of its intention not to renew this Lease for the First Renewal Period on or before July 1, 2022.

3.2 In the event this Lease is renewed for the First Renewal Period, this Lease shall automatically be further renewed for an additional term of five (5) years, beginning on the 1st day of July, 2028 and ending on the 30th day of June, 2033 (“**Second Renewal Period**”) on the same terms and conditions herein specified, with the exception of the Base Rent, which shall be Six Hundred Twenty Seven Thousand One Hundred Forty and 00/100 (\$627,140.00) Dollars per annum payable in monthly installments of **\$52,261.67** in advance on the first day of each month. In the event **Tenant** does not intend to renew the Lease for the Second Renewal Period, **Tenant** shall provide to **Landlord** at its principal place of business, as set forth herein, a written notice of its intention not to renew this Lease for the Second Renewal Period on or before July 1, 2027.

3.3 In the event that **Tenant** provides either such notice to **Landlord** on or before July 1, 2022 or July 1, 2027, **Tenant** shall no longer have the option to renew pursuant to this Article and this Lease shall terminate on the Expiration Date or the last day of the First Renewal Period, as applicable and upon any such termination, (i) **Tenant** shall forthwith quit, surrender and vacate the Premises, (ii) any Rent owing shall be paid by **Tenant** up to such date, and (iii) **Tenant** shall have no further obligation or liability under this Lease, except for those provisions that specifically survive termination of this Lease.

3.4 Tenant's renewal options as provided in this Article 3 are subject to Landlord's right of termination as provided in Article 8 of this Lease.

3.5 Notwithstanding anything to the contrary contained in this Lease, **Tenant** shall be entitled to terminate this Lease upon one hundred eighty (180) days prior written notice to Landlord in the event the United States Department of Education, the New York State Department of Education, the New York State Board of Regents or the New York City Department of Education, as applicable (collectively and together with any other applicable regulatory authorities, the "**Regulatory Authorities**") do not renew **Tenant's** school charter (a "**Non-Renewal**"). Such one hundred eighty (180) day' notice of the Non-Renewal shall be accompanied with copies of any documentation from the Regulatory Authorities evidencing the loss of **Tenant's** charter to operate a charter school. Upon any termination by **Tenant** in connection with a Non-Renewal pursuant to this Section 3.4, (i) **Tenant** shall forthwith quit, surrender and vacate the Premises, (ii) any Rent owing shall be paid by **Tenant** up to such date, and (iii) **Tenant** shall have no further obligation or liability under this Lease, except for those provisions that specifically survive termination of this Lease. In no event shall any such termination constitute an Event of Default or other breach of any term, covenant or condition contained in this Lease.

#### ARTICLE 4 HOLDOVER BY TENANT

4.1 Any holdover by **Tenant** after the expiration of the Initial Term stated herein or of any extension of such term shall be construed to be a tenancy from month to month and shall otherwise be on the terms and conditions specified herein, as far as applicable with the exception of the Base Rent figure which shall escalate monthly at a rate of one (1%) percent increase above each preceding month during the period that **Tenant** is holding over.

#### ARTICLE 5 NO OWNERSHIP INTEREST

5.1 No ownership, leasehold, possessory, or other rights to the Premises shall vest in **Tenant** by virtue of this Lease except for the leasehold interest expressly granted herein.

#### ARTICLE 6 PERMITTED USE BY TENANT

6.1 Subject to applicable law and the provisions of this Lease, **Tenant** shall use the Premises as and for the operation of a not-for-profit Charter School pursuant to a Charter authorized by the State University of New York Board of Trustees, grades K through 5 and for related operational and administrative purposes only in accordance with the valid and legal use and occupancy for the Premises ("**Permitted Use**") and for no other purpose without **Landlord's** prior written consent.

6.2 **Tenant** shall be permitted to occupy the Premises for the Permitted Use, Monday through Friday from the hours of 6:00 a.m. to 8:00 p.m. Tenant shall be permitted to occupy the Premises for the Permitted Use beyond the stated hours by providing Landlord notice.

6.3 In addition to the Premises, subject to availability as determined by **Landlord** and at times acceptable to **Landlord**, upon advance request by **Tenant**, **Tenant** shall have access to the auditorium/gymnasium and cafeteria located in the Building. Such usage will be mutually agreed upon by **Tenant** and **Landlord** after the date hereof. **Tenant** shall be responsible for set up and clean up before and after **Tenant's** use.

6.4 In addition, **Tenant** shall be given access to instructional space, including common space such as the gym and cafeteria, in the Building on two (2) weekends per year, including one Friday, for school related activities, at dates and times to be mutually agreed upon by the parties hereto.

6.5 **Landlord** is a religious corporation operated under the auspices of the Roman Catholic Church. It is, therefore, of utmost importance to **Landlord** that the Premises (including any improvements hereafter made thereto) not be used or altered in any way that would violate any of the restrictions or covenants sets forth below. **Tenant** hereby acknowledges that **Landlord** would not have entered into this Lease if **Tenant** had been unwilling to accept the Premises subject to the following use restrictions:

(i) **Tenant** covenants that it shall not permit or conduct any obscene performances in violation of Article 235 of the New York Penal Code on the Premises hereby leased or permit them to be used for any obscene or pornographic purposes or activities including, without limitation, the sale, or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Code, and

(ii) **Tenant** further covenants that it shall not use, permit or suffer the Premises hereby conveyed to be used or occupied for the purpose of performing any abortions or euthanasia proceedings or providing any counseling or advice relating to abortions, birth control or euthanasia or place any signs or advertising on or about the Premises that relate to abortion, birth control or euthanasia.

6.6 **Tenant** recognizes and agrees that a violation of any of the restrictions in clauses (i) and (ii) of Section 6.5 above would be seriously damaging and harmful to the reputation and standing of the **Landlord** as a religious corporation. **Tenant** hereby stipulates and agrees that any violation of any of the use restrictions shall entitle **Landlord** to seek an injunction in any court of competent jurisdiction in the State of New York enforcing said use restrictions.

6.7 **Tenant** agrees that any curriculum covering sex education and any successor health education curriculum covering sexuality shall be provided off site to students at an alternate facility; provided, however, that **Tenant** shall be permitted to hold on the Premises a health class that does not cover or relate to sexual education topics.

6.8 **Tenant** shall not occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable, or extra-hazardous on account of fire, under the penalty of damages and forfeiture, and in the event of a breach thereof, **Landlord** shall be permitted to institute the remedies for events of default set forth in this Lease.

ARTICLE 7  
[RESERVED]

ARTICLE 8  
LANDLORD'S RIGHT OF TERMINATION

8.1 Renewal of this Lease as provided in Article 3 is subject to **Landlord's** right of termination as provided in this Article 8. In the event **Tenant** does not provide **Landlord** a written notice of its intention not to renew this Lease pursuant to Article 3, **Landlord** shall have the right, in either case, to cancel this Lease by providing to **Tenant** a written notice of its intention to terminate this Lease. Such notice shall be given at any time on or before September 1, 2022, or at any time on or before September 1, 2027, as the case may be. In the event **Landlord** exercises its right to terminate this Lease as provided in this Article 8, this Lease term shall expire on the Expiration Date or on the last day of the First Renewal Period, as applicable.

8.2 In the event **Landlord** terminates this Lease as provided in this Article 8, **Landlord** agrees to reimburse **Tenant** for the unamortized cost of all capital improvements and alterations to the Premises performed, installed or constructed by **Tenant** prior to the date of termination. **Tenant** shall provide to **Landlord** a detailed schedule of such capital improvements and alterations prepared by **Tenant**, together with paid invoices (to the extent available, and if not available, other reasonable evidence) using a twenty (20) year straight line amortization schedule. The reimbursement owed to **Tenant** by **Landlord**, pursuant to this provision 8.2, shall be deducted from the **Tenant's** Base Rent in its 10<sup>th</sup> year of tenancy or 15<sup>th</sup> year of tenancy, as applicable; provided, that, **Landlord** shall be obligated to pay **Tenant** for any amount in excess of such Base Rent obligations.

ARTICLE 9  
EXTERIOR AND INTERIOR REPAIRS, IMPROVEMENTS AND ALTERATIONS

9.1 **Tenant** shall maintain, repair and otherwise take good care of the entire interior of the Premises. For avoidance of doubt, "interior of the Premises" shall not include any stairways or stairwell other than the stairway and stairwell on the 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> floors, or any space in the nature of common areas as to which **Tenant** does not have exclusive access subject to **Landlord's** rights hereunder. **Tenant** shall, at its own cost and expense, make repairs to the roof resulting from any damage caused by **Tenant's** use of the same. **Tenant's** obligations include, but are not limited to, the re-painting and re-carpeting of the Premises, and the fixtures and appurtenances therein. **Tenant** shall maintain, repair and otherwise take good care of the Air Conditioning equipment on the roof that provides air conditioning to a portion of the Premises. **Tenant** shall, at **Tenant's** own cost and expense, make all repairs made necessary by reason of damage to the Building or Premises caused by **Tenant**, its agents, representatives, employees, contractors, licensees and/or invitees (including students), subject to the provisions contained in Article 9.4 of this Lease. **Tenant** shall replace, at the expense of **Tenant**, any and all non-structural broken glass in and about the Premises, but for avoidance of doubt not including any exterior glass blocks. If **Tenant** fails to commence with the performance of **Tenant's** required work within twenty (20) days after notice by **Landlord** or alternatively if **Tenant** requests that **Landlord** make the required repairs at **Tenant's** expense, **Landlord** shall be permitted, but not obligated, to make such repairs at **Tenant's** sole cost and expense. In said event, **Landlord** shall render **Tenant** an invoice for the cost of such repair work, including the cost of **Landlord's** reasonable expenses and/or disbursements for any property, material, labor or services provided, furnished or rendered, and **Tenant** shall reimburse **Landlord** within twenty (20) days of receipt of the invoice from **Landlord**. Notwithstanding the foregoing, if repairs to be performed by **Tenant** are required to correct a hazardous or emergency condition, **Tenant**, within twenty-four (24) hours of actual notice, shall commence the repairs and diligently proceed with continuity to complete said work. At the end or other expiration of the term, **Tenant** shall deliver up the Premises in good order and condition, normal wear and tear excepted. Notwithstanding the foregoing, **Tenant** shall not be responsible for the correction or repair of any defects in the Premises which exist on the date hereof, including a hole in the eighth floor wall.

9.2 **Tenant** reserves for itself, the right to make any alteration required for its particular purposes, provided that **Landlord** has received and approved all plans in advance of any construction, at its own

cost and expense, but agrees to restore any such alterations to the original condition upon vacating the Premises at **Landlord's** request, other than subsequent to **Landlord's** exercise of its termination option pursuant to Article 8 hereof. Notwithstanding the foregoing (i) Landlord has no objection to the alterations described on the attached SCHEDULE B in concept, however, Landlord's consent is subject to the right of Landlord's engineer or architect, as applicable, to approve any applicable plans and specifications for the same, and (ii) Tenant shall have the right, without the necessity of Landlord consent or the provision to Landlord of any plans or specifications, to complete alterations that are decorative in nature such as hanging drapes, painting, and the like. In the event **Landlord** does not expressly consent to or deny **Tenant's** proposed plans with 30 days from the date of receipt of such plans, **Landlord** shall be deemed to have consented to such proposed plans. All alterations performed by **Tenant** shall be prosecuted to completion with due diligence, subject to unavoidable delays, in a good and workmanlike manner and in compliance with the reasonable standards of the Building, all applicable permits and authorizations and with all other Applicable Laws (hereinafter defined). **Landlord** reserves the right to inspect and supervise any and all such alterations at its own expense.

9.3 **Tenant** is responsible for obtaining any and all New York City approvals, permits, licenses, authorizations and/or filings with the New York City Department of Buildings in connection with **Tenant's** alterations and/or improvements. **Landlord** agrees to assist **Tenant** with the obtaining of such approvals, permits, licenses, authorizations and/or filings, to the best of **Landlord's** ability.

9.4 **Landlord** shall be responsible for maintaining the structural portions of the Premises, including the boiler, building systems (other than as specified in Section 9.1 above) roof (subject to Section 9.1), pointing, and windows (excluding window panes), excepting from such obligation any repairs or replacement work caused by the negligence or affirmative acts of **Tenant**, its agents, representatives, employees, contractors, licensees and/or invitees (including students). In fulfilling **Landlord's** obligations under the preceding sentence, the method as to the repair or replacement of these structural items in the Premises shall be commercially, reasonable and of good workmanlike quality.

#### ARTICLE 10

#### TENANT'S COMPLIANCE WITH LAWS, RULES, REGULATIONS AND ORDERS

10.1 **Tenant**, at its sole cost and expense, shall promptly comply with all present and future statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, Municipal and Local Governments, departments, commissions and boards and any direction of any public officer pursuant to law, and all orders, rules and regulations of the New York Board of Fire Underwriters or any similar body (collectively, the "**Applicable Laws**") which shall impose any violation, order or duty upon **Landlord** or **Tenant** with respect to (i) **Tenant's** use of the Premises, (ii) the manner or conduct of **Tenant's** business, (iii) any event or condition caused by **Tenant**, or (iv) breach of any of **Tenant's** obligations hereunder.

10.2 **Tenant** shall not do or permit any act or thing to be done in or to the Premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire or other policies of insurance at any time carried by or for the benefit of **Landlord** with respect to the Premises or the Building, or which shall subject **Landlord** to any liability or responsibility to any person or for property damage, nor shall **Tenant** keep anything in the Premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization or other authority having jurisdiction, and then only in such manner and such quantity so as not to increase the rate for fire insurance applicable to the Building, nor use the Premises in a manner which will increase the insurance rate for the Building or any property located therein over that in effect prior to the commencement of **Tenant's** occupancy.

10.3 **Tenant** shall pay all costs, expenses, fines, penalties or damages which may be imposed upon **Landlord** by reason of **Tenant's** failure to comply with the provisions of this Article 10 and, if by reason of such failure the fire insurance rate during the Term shall be higher than it otherwise would be, then **Tenant** shall reimburse **Landlord**, as Additional Rent, for that portion of all insurance premiums thereafter paid by **Landlord** which shall have been charged because of such failure by **Tenant**, and shall make such reimbursement upon the first day of the calendar month following the payment thereof by **Landlord**. In any action or proceeding wherein **Landlord** and **Tenant** are parties, a schedule or "make-up" of insurance rates for the Building or the Premises issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said Premises, shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rates then applicable to said Premises.

ARTICLE 11  
ASSIGNMENT, SUBLETTING, ETC.

11.1 **Tenant** shall not assign, transfer, sell, convey, license, mortgage or pledge all or any part of the Premises or this Lease, or underlet or sublease the Premises, or any part thereof, without the **Landlord's** consent, in writing; and in the event of a breach thereof, the term herein shall immediately cease at the option of the **Landlord** as if it were the expiration of the original term. In the event a transfer is granted by **Landlord**, **Tenant** shall remain primarily liable for the payment of Rent and all other costs and expenses due hereunder and the performance of all obligations of **Tenant** hereunder.

ARTICLE 12  
DESTRUCTION BY FIRE OR OTHER CASUALTY

12.1 **Tenant** shall give **Landlord** prompt notice of fire, accident, damage or dangerous or defective condition of which it has knowledge. Provided the destruction to the Premises by fire or other casualty is not caused by an act or neglect of **Tenant**, **Tenant's** agents, representatives, employees, contractors and/or invitees (including students), then (i) **Tenant** is not required to pay Rent for the time the entire Premises is unusable; or (ii) if part of the Premises can be used, **Tenant** shall pay Rent for the usable parts. **Landlord** need only repair the damaged structural parts of the Premises. **Landlord** is not required to repair or replace any equipment, fixtures, furnishings or decorations unless originally installed by **Landlord**. **Landlord** is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause beyond **Landlord's** control.

If the fire or other casualty is caused by an act or neglect of **Tenant**, **Tenant's** agents, representatives, employees, contractors and/or invitees (including students), then all repairs will be made at **Tenant's** expense and **Tenant** shall continue to pay Rent for the Premises pursuant to this Lease and the Rent shall not be abated.

If the Premises are totally or partially damaged or destroyed from any cause, and, in the opinion of **Landlord's** impartial outside expert or adjuster, the Premises are thus rendered unsuitable for the **Tenant's** purposes, **Landlord** shall diligently restore and repair the Premises to substantially the same condition it was in prior to such damage; provided, however, that if in the opinion of **Landlord's** outside expert or adviser such repairs and restoration cannot be completed within three (3) months after the occurrence of such damage or destruction (taking into account the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental permits), then either party shall have the right to terminate this Lease by giving written notice of termination to the other party within thirty (30) days after the determination of such unsuitability. If this Lease is terminated in accordance with the above procedure, then any Base Rent or Additional Rent payable hereunder shall be apportioned and paid to the date of said damage or

destruction. The Lease will end thirty (30) days after **Landlord's** cancellation notice to **Tenant**. **Tenant** must deliver the Premises to **Landlord** on or before the cancellation date in the notice and pay all Rent due to the date of the fire or casualty. If the Lease is cancelled **Landlord** is not required to repair the Premises or Building. The cancellation does not release **Tenant** of liability in connection with the fire or casualty. This Section is intended to replace the terms of New York Real Property Law, Section 227.

ARTICLE 13  
ACCESS BY LANDLORD

13.1 **Tenant** agrees that **Landlord** and **Landlord's** agents and other representatives shall have the right to enter into and upon said Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. **Landlord** agrees not to enter the Premises during teaching hours unless repairs are required to be made immediately for the preservation of the Building and/or Premises or for the safety of its occupants.

13.2 **Tenant** also agrees to permit **Landlord** or **Landlord's** agents to show the Premises to persons wishing to purchase the Premises, subject to **Tenant's** reasonable security requirements, and **Tenant** further agrees that on and after the sixth month, next preceding the expiration of the term hereby granted, **Landlord** or **Landlord's** agents shall have the right to place notices on the front of said Premises, or any part thereof, offering the Premises "To Let" or "For Sale", and **Tenant** hereby agrees to permit the same to remain thereon without hindrance or molestation.

ARTICLE 14  
BROKEN GLASS

14.1 **Tenant** shall replace, at the expense of **Tenant**, any and all non-structural broken glass such as window panes, in and about the Premises. Notwithstanding anything to the contrary, **Tenant** shall not be responsible, nor shall bear related expenses, for the replacement of any exterior glass blocks.

ARTICLE 15  
ENCUMBRANCE OF SIDEWALK

15.1 **Tenant** shall neither encumber nor obstruct the sidewalk in front of, the entrance to, or the halls and stairs of the Premises, nor allow the same to be obstructed or encumbered in any manner.

ARTICLE 16  
SIGNS

16.1 In the event **Tenant** desires to place a sign in or about the entrance to the Premises or any other part of the Building, **Tenant** must obtain **Landlord's** prior written approval of its sign design drawings prior to the fabrication and installation of **Tenant's** sign, which such approval shall not be unreasonably withheld, conditioned or delayed. The drawings shall include the dimensions, color, style and types of materials to be used. The plans and permits for, and the installation of, **Tenant's** sign shall all be at **Tenant's** sole cost and expense. The sign shall be governed by all applicable provisions of this Lease, including, but not limited to, **Tenant's** duty to repair and insure the sign. The sign shall be subject to all Applicable Laws. Upon the expiration or sooner termination of this Lease, **Tenant** shall remove its sign and restore the sign band/fascia to its original condition.

16.2 In the event **Landlord** or **Landlord's** representatives shall deem it necessary to remove any such sign or signs in order to make any repairs, alterations or improvements in or upon said Premises or

Building or any part thereof, **Landlord** shall have the right to do so, providing the same be removed at **Landlord's** expense, and replaced at **Landlord's** expense as promptly as practicable whenever the said repairs, alterations or improvements shall be completed.

ARTICLE 17  
LIMITATIONS OF LANDLORD LIABILITY

17.1 **Landlord** is exempt from any and all liability for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building or from any damage or injury resulting or arising from any other cause or happening whatsoever unless said damage or injury be caused by or be due to the negligence of **Landlord**, its agents, representatives, employees, contractors, licensees, and/or invitees.

17.2 **Tenant** shall look solely to the estate and interest of **Landlord** in the Premises for the collection of any judgment recovered against **Landlord** based upon the breach by **Landlord** of any of the terms, covenants and conditions of this Lease on the part of **Landlord** to be performed, and no other property or assets of **Landlord** or any member thereof shall be subject to levy, execution or other enforcement procedure for the satisfaction of **Tenant's** remedies under or with respect to this Lease, the relationship between **Landlord** and **Tenant** hereunder or **Tenant's** use and occupancy of the Premises.

17.3 Anything in this Article to the contrary notwithstanding, nothing in this Lease shall be construed to relieve **Landlord** from responsibility to **Tenant** for any loss or damage caused to **Tenant** wholly or in part by the negligent acts or omissions of **Landlord**, provided, however, that **Landlord** shall not be responsible for any portion of such loss or damage which is recovered or recoverable by **Tenant** from any insurance or indemnity covering such loss or damage.

ARTICLE 18  
RE-ENTRY BY LANDLORD

18.1 Each of the following is a "Default" by Tenant under this Lease:

(a) Tenant fails to pay when due any Rent and the failure continues for ten (10) days following Landlord's notice.

(b) Tenant fails to comply with any other term of this Lease and the failure continues for fifteen (15) business days following Landlord's notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that fifteen (15) day period, Tenant shall have as long as is reasonably necessary to fully comply, provided the Default is not in connection with any obligation that exposes Landlord to civil, administrative or criminal penalties or fines, Tenant commences compliance within that fifteen (15) day period and thereafter pursues compliance to completion with diligence. In the event that Tenant's Default relates to an emergency or dangerous situation, to be determined by Landlord in its reasonable discretion, said Default shall be cured by Tenant within twenty-four (24) hours of actual notice from Landlord.

18.2 It is expressly understood and agreed that in case the Premises shall be abandoned or vacated, or if Default be made in the payment of the Rent or any part thereof as herein specified, or if, without the consent of **Landlord**, **Tenant** shall sell, assign, or mortgage this Lease in violation of this Lease or if Default be made in the performance of any of the covenants and agreements in this Lease contained on the part of **Tenant** to be kept and performed, or if **Tenant** shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments or of any and all their Departments and Bureaus, applicable to said Premises and **Tenant** fails to cure such non-

compliance within a time frame set forth in Article 18.1, or if **Tenant** shall file or there be filed against **Tenant** a petition in bankruptcy or arrangement, or **Tenant** be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act beyond any applicable notice and cure period as indicated in Article 18.1, Landlord may at any time during the continuance of the Default give notice to Tenant that this Lease shall terminate on the date specified in that notice, which date shall not be less than five (5) days after Landlord's notice to Tenant. If Landlord gives that notice, the Lease term shall expire on the date set forth in that notice (but Tenant shall remain liable as provided in this Lease) and it shall be lawful for **Landlord** to re-enter the said Premises, and the same to have again, repossess and enjoy. Such notice shall be given to **Tenant** in the form and manner prescribed in Article 53 of this Lease.

#### ARTICLE 19 LATE CHARGES

19.1 If any installment of Base Rent or Additional Rent due hereunder is not paid on or before the tenth (10th) day of the month during which such installment is due, **Tenant** shall pay **Landlord**, as Additional Rent, on or before the first day of the following month, four (.04) cents for each dollar so overdue in order to defray **Landlord's** administrative and other costs in connection with such late payment. In the event of nonpayment of any late charges **Landlord** shall have, in addition to all other rights and remedies, all of the rights and remedies provided for herein and by law in the case of nonpayment of the Rent. No failure by **Landlord** to insist upon the strict performance by **Tenant** of **Tenant's** obligations to pay late charges shall constitute a waiver by **Landlord** of its rights to enforce the provisions of this Article in any instance thereafter occurring. The provisions of this Article shall not be construed in any way to extend the grace periods or notice periods provided for in this Lease.

#### ARTICLE 20 MORTGAGE

20.1 This instrument shall be subordinate in lien to any Mortgages that are now on or that hereafter may be placed against said Premises, irrespective of the date of recording on the condition that the holder of any such Mortgage shall have executed a commercially reasonable Subordination and Non-Disturbance Agreement. **Tenant** agrees to execute such Subordination and Non-Disturbance Agreement, without cost, at the request of the holder of any such Mortgage. "**Mortgage**" shall mean a mortgage, deed of trust or similar lien instrument covering **Landlord's** fee estate in the Premises and/or this Lease. Landlord shall use reasonable efforts to obtain from the holder of each Mortgage now or hereafter encumbering the Building, a Subordination and Non-Disturbance Agreement.

20.2 Such Subordination and Non-Disturbance Agreement shall be commercially reasonable and in recordable form satisfactory to **Tenant**, and shall include, without limitation, the following provisions ("**Subordination and Non-Disturbance Agreement**"): (a) **Tenant** (and **Tenant's** transferee and any mortgagee of Tenant's leasehold interest, if any) and their respective successors, assigns and patrons, shall be entitled to use and enjoy the Premises and this Lease shall not be disaffirmed by the holder of any Mortgage; (b) neither **Tenant** (nor **Tenant's** transferee nor any mortgagee of Tenant's leasehold interest in the Premises, if any) shall be named or joined as a party defendant in any foreclosure or other proceedings which may be brought in connection with such Mortgage; (c) no foreclosure or other proceedings shall in any way affect or impair **Tenant's** (or **Tenant's** transferee or any mortgagee of Tenant's leasehold interest in the Premises, if any) rights under this Lease; and (d) the holder of any Mortgage will affirmatively recognize the validity of this Lease.

20.3 **Landlord** represents that there is no Mortgage affecting the Premises or the Building as of the date hereof.

ARTICLE 21  
DISCHARGE OF LIENS

21.1 **Tenant** shall not create or permit to be created any lien, encumbrance or charge upon the Premises or any part of the Building. If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or any part of the Building as a result of **Tenant's** actions, work or negligence, **Tenant** shall, within sixty (60) days after notice of the filing thereof, cause the same to be discharged of record. If **Tenant** shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, **Landlord** may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event **Landlord** shall be entitled, if **Landlord** so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by **Landlord** with all actual costs and expenses incurred by **Landlord** in connection therewith shall constitute additional rent payable by **Tenant** under this Lease and shall be paid by **Tenant** to **Landlord** on demand.

ARTICLE 22  
EMINENT DOMAIN

22.1 If the whole or any part of the Premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date of title vesting in such proceeding and **Tenant** shall have no claim against **Landlord** for the value of any unexpired term of said Lease. No part of any award shall belong to **Tenant**, but **Tenant** shall have the right to make an independent claim to the condemning authority for the value of **Tenant's** moving expenses and personal property, trade fixtures and equipment.

ARTICLE 23  
ABANDONED FIXTURES OR PERSONAL PROPERTY

23.1 If, after default in payment of Rent or violation of any other provision of this Lease, or upon the expiration of this Lease, **Tenant** moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of Lease, or prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by **Tenant** and shall become the property of **Landlord**.

ARTICLE 24  
LANDLORD'S RIGHT TO RE-LET

24.1 In the event that the relation of **Landlord** and **Tenant** may cease or terminate by reason of the re-entry of **Landlord** under the terms and covenants contained in this Lease or by the ejection of **Tenant** by summary proceedings or otherwise, or after the abandonment of the Premises by **Tenant**, **Landlord** shall be permitted to re-let the Premises and it is hereby agreed that **Tenant** shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by **Landlord**, and **Tenant** expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the **Landlord** during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained; and it is mutually agreed between **Landlord** and **Tenant** that the respective parties hereto shall and

hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, **Tenant's** use or occupancy of said Premises, and/or any claim of injury or damage.

ARTICLE 25  
WAIVER OF RIGHTS OF REDEMPTION

25.1 **Tenant** waives all rights to redeem under any law of the State of New York.

ARTICLE 26  
TENANT'S CONTINUING OBLIGATION TO PAY RENT

26.1 The obligation of **Tenant** to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of **Tenant** to be performed shall in nowise be affected, impaired or excused because **Landlord** or **Tenant** is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if **Landlord** or **Tenant** is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the condition of supply and demand which have been or are affected by war or other emergency.

ARTICLE 27  
DIMINUTION OR ABATEMENT OF RENT

27.1 No diminution or abatement of Rent, or other compensation, shall be claimed or allowed for inconvenience or discomfort arising from the making of reasonable and timely repairs or improvements to the Premises or to its appliances, nor for any space taken to comply with any law, ordinance or order of a governmental authority. In respect to the various services, if any, herein expressly or impliedly agreed to be furnished by **Landlord** to **Tenant**, it is agreed that there shall be no diminution or abatement of the Rent, or any other compensation, for interruption or curtailment of such service when such interruption or curtailment shall be due to accident, alteration or repairs desirable or necessary to be made or to inability or difficulty in securing supplies or labor for the maintenance of such service or to some other cause, not gross negligence on the part of **Landlord**. No such interruption or curtailment of any such service, nor the taking of any space as aforesaid, shall be deemed a constructive eviction. **Landlord** shall not be required to furnish, and **Tenant** shall not be entitled to receive, any of such services during any period wherein **Tenant** shall be in default in respect to the payment of Rent provided that **Landlord** shall have given notice to **Tenant** of such discontinuation of services at least sixty (60) days before any services may be discontinued or terminated by **Landlord**. Neither shall there be any abatement or diminution of Rent because of making of repairs, improvements or decorations to the Premises after the Commencement Date, it being understood that Rent shall, in any event, commence to run at such date so above fixed.

ARTICLE 28  
"AS IS" CONDITION OF PREMISES

28.1 **Tenant** has inspected and is satisfied with the condition of the Premises for purposes of this Lease and accepts same in "as is" condition. **Landlord** neither makes nor has made any representation or warranty as to the condition of said Premises or as to any other matter affecting this Lease, except as expressly set forth herein.

ARTICLE 29  
REAL ESTATE TAXES

29.1 The Building is currently receiving a partial real estate tax exemption and **Landlord** agrees to pay all real estate taxes for the 2013-2014 tax year. Landlord will make application for a real estate tax exemption. In the event the Building is determined not to be entitled to a real estate tax exemption as a result of this tenancy, **Tenant** shall pay, as Additional Rent, all real estate taxes on the Building (for tax years 2014-2015 and thereafter) incurred by reason of **Tenant's** occupancy as such taxes become due.

ARTICLE 30  
WATER CHARGES AND SEWER RENTS

30.1 The Building is are currently exempt from water charges and sewer rents. In the event water charges and sewer rents are assessed against the Building, **Tenant** shall pay as Additional Rent an amount equal to water charges and sewer rents associated with **Tenant's** use of the Premises (i.e. 33% of water charges and sewer rents applicable the Building).

30.2 In the event water charges and sewer rents are assessed against the Premises and/or Building, **Landlord** shall pay the water charges and sewer rents directly to the service provider(s) and shall render **Tenant** an invoice for its proportionate share together with a copy of the bill. **Tenant** shall reimburse **Landlord** for its proportionate share within fifteen (15) days of receipt of an invoice from **Landlord**.

ARTICLE 31  
TENANT'S RIGHT TO SEEK EXEMPTION FROM TAXES OR CHARGES

31.1 **Tenant** shall have the right, should **Landlord** fail to do so, to apply for a Real Estate Tax Exemption and remission or cancellation of water or sewer rent, charges, assessment or frontage imposed by New York City and/or other governmental agencies.

ARTICLE 32  
COST OF UTILITIES

32.1 **Landlord** and **Tenant** shall each be responsible for its proportionate share of the cost of the fuel, electricity and gas associated with its respective use of the Premises and Building, which proportionate share is thirty three (33%) percent responsibility of **Tenant** and sixty seven (67%) responsibility of **Landlord**.

32.2 **Landlord** agrees to pay the fuel, electricity and gas bills directly to the service providers and shall render **Tenant** an invoice for its thirty three (33%) percent proportionate share together with a copy of the utility bill. **Tenant** shall reimburse **Landlord** its thirty three (33%) percent proportionate share within fifteen (15) days of receipt of an invoice from **Landlord**.

32.3 **Landlord** shall not be liable or responsible to **Tenant** in any way for any loss, damage or expense, including consequential damages, which **Tenant** may sustain or incur by reason of any failure, inadequacy, defect or change in the character, quantity or supply of gas or electric energy or water furnished to the Premises, or any interruption in providing gas and electric energy to the Premises for any reason whatsoever, except if caused by the gross negligence of Landlord, its agents, representatives, employees, contractors, licensees, and/or invitees.

ARTICLE 33  
SNOW AND ICE REMOVAL

33.1 **Landlord** shall be responsible for snow and ice removal and shall keep the sidewalks and entrance stairs in front of the Building free from ice and snow.

ARTICLE 34  
PROHIBITED ACTIVITIES

34.1 **Tenant**, its agents, representatives, employees, contractors, licensees and/or invitees (including students) acknowledge that no smoking or loitering will be permitted in, on, or around the Premises.

ARTICLE 35  
ELEVATOR MAINTENANCE, SECURITY AND FIRE DETECTION DEVICE SYSTEMS

35.1 **Landlord** shall be responsible for maintaining the elevator and shall keep it in working condition.

35.2 **Tenant** shall be responsible for maintaining security and fire detection device systems in good working order to the extent same exclusively serve the Premises. Additionally, in the event **Tenant** requires additional security and/or fire device systems, **Tenant** shall, at its sole cost and expense, be responsible for installing and maintaining any additional security and/or fire detection device systems in good working order and condition.

35.3 **Tenant** shall be responsible for providing on-site security to the Premises during its hours of Permitted Use as indicated in Article 6.2 of this Lease. In addition, at all times during its hours of operation, **Tenant** shall be responsible for providing proper and adequate security for and supervision of its students and guests. It is understood and agreed that such security and supervision shall be provided not only in the confines of the Premises but also in elevators, stairwells, hallways and all other areas within the Building that are utilized by Tenant's students and guests. After each time **Tenant** uses the Premises and Building, **Tenant** shall make sure the Premises and all areas of the Building used by Tenant are secured, and all doors and windows closed and locked.

35.4 **Tenant** shall also provide a nurse on the Premises during normal school hours to render nursing assistance to its students and also to the students of St. Joseph High School, as and when needed.

ARTICLE 36  
CERTIFICATE OF OCCUPANCY; REMOVAL OF VIOLATIONS

36.1 **Tenant** shall be responsible for obtaining any approvals, building permits or certificates of occupancy, if necessary, at its sole cost and expense. **Landlord** shall assist **Tenant** in obtaining the approvals, building permits and certificates of occupancy to the best of **Landlord's** ability. **Tenant** shall further be responsible for removing all violations placed against the Premises which are caused by the negligence, willful misconduct or acts of **Tenant**, its agents, representatives, employees, contractors, licensees and/or invitees (including students) or as a result of **Tenant's** failure to perform its obligations under this Lease

ARTICLE 37  
HAZARDOUS SUBSTANCES

37.1 **Tenant** shall be responsible for the abatement of asbestos in the Premises and the removal or abatement of any and all other hazardous materials and/or substances, including, but not limited to, lead paint that is disturbed by **Tenant**, its agents, representatives, employees, contractors, licensees and/or invitees (including students).

ARTICLE 38  
GARBAGE REMOVAL

38.1 **Landlord** shall be responsible for the prompt removal of **Tenant's** garbage as a custodial service pursuant to Article 39 hereof.

ARTICLE 39  
CUSTODIAL SERVICES, FURNITURE & EQUIPMENT

39.1 **Landlord** shall be responsible for providing custodial services to the Premises including, without limitation, those services set forth on Schedule A hereto. During the first three (3) years of the term of this Lease, such services shall be at **Landlord's** sole cost and expense, thereafter, **Tenant** will pay for its proportionate share (i.e., 33%) of the cost of such custodial services as Additional Rent within ten (10) days of **Tenant's** receipt of **Landlord's** invoice therefor (together with reasonable back-up information if requested by **Tenant**). The cost of custodial services shall include salaries and benefits of **Landlord's** custodial employees and the cost of all supplies and materials used in connection with the custodial services provided by **Landlord** including but not limited to soap, toilet paper, paper towels and hand sanitizer.

39.2 It is understood and agreed that in the event the St. Joseph High School is closed, **Tenant** shall be responsible to provide custodial services for the Premises at its own cost and expense.

39.3 **Tenant** shall, at its own cost and expense, be responsible for providing all furniture and equipment used by **Tenant** in the Premises.

39.4 **Tenant** shall supply (and replace as necessary) its own lamps, bulbs, starters and ballasts and other lighting fixtures to be used in the Premises.

ARTICLE 40  
TERMITE EXTERMINATION AND VERMIN REMOVAL

40.1 **Tenant**, at its own cost and expense, shall keep the Premises free from termites, vermin, rodents, or anything of like objectionable nature and shall employ only licensed exterminating contractors. In the event of **Tenant's** failure to keep the Premises free from vermin, **Landlord** shall have the right after notice to **Tenant**, at **Tenant's** expense, to hire its own contractor(s). **Tenant** shall provide **Landlord** with a copy of the extermination contract for the Premises within sixty (60) days of the Lease Commencement and shall maintain an extermination contract throughout the term of this Lease and any renewal, holdover and/or extension thereof.

ARTICLE 41  
INSURANCE

41.1 Procurement. a) **Tenant** warrants and represents that it has procured and shall maintain, during the term of this Agreement, the minimum amounts of insurance as specified in this Article, unless waived or modified in writing by **Landlord**.

b) All policies of insurance required by this Article shall be satisfactory in form and substance to **Landlord** and shall be issued by companies of recognized competence which are (i) rated not less than A:VIII by A.M. Best & Co's measurement of insurer acceptability, (ii) authorized to do business in the State of New York, and (iii) reasonably acceptable to **Landlord**.

41.2 Coverages and Limits. a) **Tenant** warrants and represents that it has procured and shall maintain insurance policies providing the following types of coverage, unless waived or modified in writing by **Landlord**:

b) Comprehensive General Liability Insurance, in order to defend and indemnify against third party claims brought by members of the public and employees of **Tenant** for bodily injury or damage of property deemed to have arisen out of operations of **Tenant's** activities pursuant to this Lease. The scope of such coverage shall include, at a minimum, (i) Premises and Operations, (ii) Independent Contractors Liability, (iii) Contractual Liability, and (iv) Broad Form Property Damage Liability, including business interruption insurance. The limits of such coverage shall be not less than \$3,000,000 annual aggregate, \$1,000,000 per occurrence for bodily injury, personal injury or damage to property. **Tenant** shall also provide evidence of an "umbrella" policy increasing coverage to \$10,000.00. Such policies shall name "ST. JOSEPH HIGH SCHOOL" and "THE SISTERS OF SAINT JOSEPH" as additional insureds.

c) Employer's Liability, in order to meet obligations toward employees (in the event that an employee is not eligible for or is able to reject statutory Workers' Compensation benefits and elects to bring suit) for injury or death deemed to have been sustained in his/her performance of duties for **Tenant** or otherwise. The limits of such coverage shall be not less than \$1,000,000 per occurrence, annual aggregate, combined single limit for bodily injury, personal injury or damage to property.

d) Workers' Compensation coverage, in order to meet obligations to employees, in accordance with the requirements of the Workers' Compensation Law.

e) Disability Benefits coverage, in order to meet obligations to employees, in accordance with the requirements of the Disability Benefits Law.

41.3 Evidence. a) Prior to and simultaneously with the execution of this Lease, **Tenant** shall deliver to **Landlord** evidence of coverage, in the form of properly authorized certificates of insurance or insurance policies in form and substance acceptable to **Landlord**, for each policy of insurance required to be maintained by **Tenant** pursuant to this Lease.

b) With respect to Workers' Compensation coverage, **Tenant** shall deliver to **Landlord**, a properly authorized original Certificate of Insurance.

c) With respect to Disability Benefits coverage, **Tenant** shall deliver to **Landlord**, in the form prescribed by the Chair of the Workers' Compensation Board, either (i) an original Certificate of Insurance (Form DB-120.1), or (ii) an original Statement that Applicant Does Not Require Workers' Compensation or Disability Benefits Coverage (Form C-105.21).

d) Within ten (10) days after receipt of each policy of insurance required to be maintained by **Tenant** pursuant to this Lease, **Tenant** shall forward a copy thereof or a properly authorized original Certificate of insurance to **Landlord** at the address above, to Sister Joan Gallagher, 80 Willoughby Street, Brooklyn, New York 11201, and to Wingate, Kearney & Cullen, LLP, 45 Main Street, Suite 1020, Brooklyn, New York 11201.

e) Any failure to keep such insurance coverage in full force and effect and provide suitable evidence thereof during the term of this Lease and during the extended term, if any such extension be granted, will constitute cause for immediate termination of this Lease.

f) All of **Tenant's** insurance policies shall provide (i) that thirty (30) days written notice shall be given to **Landlord** before any change, termination or non-renewal of its insurance policies, (ii) that **Landlord** has the right, but not the obligation, to pay any premiums if **Tenant** fails to and (iii) that any such payments shall constitute additional rent and shall be reimbursed by **Tenant** on demand.

ARTICLE 42  
INDEMNIFICATION

42.1 **Tenant** covenants and agrees that it shall forever:

a) Defend, indemnify, and hold harmless **Landlord**, its agents, representatives, employees and members of its Board of Trustees from and against any and all claims for damages by reason of injury to persons or damage to property, including property of **Landlord**, arising from work or activities of any nature performed by or on behalf of **Tenant**, whether pursuant to this Lease or otherwise.

b) Defend, indemnify and hold harmless **Landlord**, its agents, representatives, employees and members of its Board of Trustees from and against any and all liens and encumbrances which may be placed, filed or recorded against the Premises as a result of work or other activities of any nature performed by or on behalf of **Tenant**, whether pursuant to this Lease or otherwise and, when, as, and if, any such lien or encumbrance is placed, filed or recorded against the Premises, to immediately remove, satisfy or otherwise discharge the same.

42.2 Notwithstanding Section 42.1 above, **Tenant** shall have no obligation to indemnify **Landlord** or any of its agents, representatives, employees, or members with respect to any loss arising out of the negligence, gross negligence or willful misconduct of **Landlord** or any such persons.

42.3 Should **Tenant** dispute the validity of any such lien or encumbrance placed, filed or recorded against the Premises, in lieu of removing, satisfying or discharging the same, **Tenant** may, at **Landlord's** reasonable discretion and by a form satisfactory in scope and substance to **Landlord**, furnish a bond or bonds in connection therewith. Such bond or bonds shall be in such form and amount as shall be approved by **Landlord**, in its reasonable discretion. This provision shall survive the expiration or other termination of this Lease.

ARTICLE 43  
MAINTENANCE AND INSTALLATION OF ELECTRICAL SERVICE

43.1 **Landlord** shall be responsible for the maintenance and installation of electrical service in the Premises, except that **Tenant** shall be responsible for the maintenance and installation of all internal wiring of the Premises that is necessary for computers and the like. **Tenant** is required to have all installations done by a licensed electrician and shall notify **Landlord** and shall receive approval, in advance, of any required electrical work, such approval not to be unreasonably withheld.

43.2 In the event **Tenant** desires or is required to perform an electrical upgrade to and for the Premises, such electrical upgrade shall be performed at **Tenant's** sole cost and expense and in conformity with plans and specifications which shall be submitted to **Landlord** prior to the performance of said electrical upgrade. **Landlord** acknowledges that such electrical work may include the routing of conduit in and through the floors below the Premises to the extent reasonably required.

ARTICLE 44  
COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

44.1 **Landlord** and **Tenant** acknowledge that any compliance with the Americans with Disabilities Act (“**ADA**”) that is triggered by **Tenant’s** use and occupancy of the Premises shall be the responsibility of **Tenant**, at **Tenant’s** sole cost and expense, and shall be performed in compliance with all applicable Federal, State and local laws and ordinances. In the event that any modifications or actions are required to comply with the ADA as a result of **Tenant’s** use and occupancy of the Premises, **Tenant** shall provide to **Landlord** ten (10) business days’ notice, in writing, describing the nature of any necessary work or other actions to be performed by **Tenant** (“**Notice**”). The purpose of said Notice shall be to obtain **Landlord’s** consent, which shall not be unreasonably withheld or delayed. **Tenant’s** Notice, where applicable, shall include drawings and specifications prepared by an appropriate design professional.

ARTICLE 45  
QUIET ENJOYMENT

45.1 **Landlord** covenants that **Tenant**, paying the rent reserved herein, and performing all of the other terms, covenants and conditions of **Tenant’s** part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises subject to the terms of this Lease.

ARTICLE 46  
BROKERS

46.1 Both **Landlord** and **Tenant** represent and warrant to the other that it has not dealt with any broker, agent or finder in connection with the leasing of the Premises other than Fillmore Realty and Rockland Properties (“**Brokers**”). **Landlord** shall pay Brokers any commission or broker’s fees earned pursuant to a separate agreement between **Landlord** and Brokers. Each party agrees to indemnify, defend and hold harmless the other party from and against any loss, damage liability and expense, including reasonable attorneys’ fees, which the other party may sustain as a result of any claim for a broker’s commission, finder’s fee or other like payment arising under or through the indemnifying party in connection with this Lease, except that in the case of **Tenant**, all fees and commissions due to Brokers shall be excluded from such indemnification. This Article 46 shall survive the termination of this Lease.

ARTICLE 47  
GOVERNING LAW

47.1 This Lease shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

ARTICLE 48  
SEVERABILITY

48.1 Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

ARTICLE 49  
NO PARTNERSHIP

49.1 This Lease shall create the relationship of landlord and tenant between **Landlord** and **Tenant**. Nothing contained in this Lease shall be construed to create a partnership, a joint venture, an association, a trust or other entity, or to constitute either party the agent of the other.

ARTICLE 50  
FINAL AGREEMENT

50.1 This Lease represents the final agreement of the parties and may not be amended or modified except by written instrument executed by the parties.

ARTICLE 51  
ENTIRE LEASE AND NON-WAIVER

51.1 No variations, modifications or changes to this Lease shall be binding upon any party hereto unless executed by such party or by a duly authorized officer or agent thereof. No waiver or waivers of any breach or default, or any breaches or defaults by either party, shall be deemed a waiver thereof, nor shall any such waiver or waivers be deemed or construed to be, a waiver or waivers of any subsequent breaches or defaults of any kind, character or description.

ARTICLE 52  
BINDING AGREEMENT

52.1 This Lease shall be binding upon and shall inure to the benefit of **Landlord** and **Tenant** and their respective successors, assigns and legal representatives.

ARTICLE 53  
NOTICES

53.1 Any notice, request or written communication required or permitted to be delivered under this Lease shall be: (a) in writing; (b) transmitted by personal delivery, overnight or same day courier service providing receipt of delivery, or United States Postal Service certified mail, return receipt requested, deemed to be delivered on the date received or the date on which delivery is refused, or, if mailed as provided above, five (5) days after having been deposited in the United States Postal Service, postage prepaid. Such writings shall be addressed to **Landlord** at its designated address listed above with a copy to **Landlord's** legal counsel, Wingate, Kearney & Cullen, LLP, 45 Main Street, Suite 1020, Brooklyn, New York 11201, Attention: Kevin M. Kearney, Esq. Such writings shall be addressed to **Tenant** at its designated address listed above with a copy to **Tenant's** legal counsel, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, Attention: Eliza Swann, Esq. The addresses of the parties may change after the execution date of this Lease, provided the party specifies such address change by written notice delivered in accordance with this Article, and with copies to the persons at the addresses listed above. Those notices which contain a notice of breach or default or a demand for performance may be sent by any of the methods described in clause (b) above, but if transmitted by personal delivery or electronic means, shall also be sent concurrently by overnight or same-day courier or certified or registered mail, return receipt requested.

ARTICLE 54  
CAPTIONS

54.1 The captions of the "Articles" of this Lease are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Lease or the intent of any provision thereof.

ARTICLE 55  
MEMO OF LEASE

55.1 At Tenant's request, Landlord will execute a memorandum of lease in reasonable form with respect to this Lease. Landlord authorizes Tenant to record any such memorandum of lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed on the day and year first written above.

**THE SISTERS OF SAINT JOSEPH**

BY: \_\_\_\_\_

NAME: Sister Helen Kearney

TITLE: President

**BROOKLYN PROSPECT CHARTER SCHOOL**

BY: \_\_\_\_\_

NAME:

TITLE:

**SCHEDULE A**  
**CUSTODIAL SERVICES**

Pursuant to Article 39, Landlord shall be responsible for providing custodial services to the Premises including, without limitation:

- Cleaning - both regular daily and spot, as needed
- Removal of trash
- Maintenance of plumbing and electrical services
- Maintenance of light fixtures
- Movement of equipment or furniture
- Resupplying of bathroom soap, toilet paper, paper towels, and hand sanitizer
- General “handyman” needs

**SCHEDULE B**  
**APPROVED ALTERATIONS**

EXHIBIT A  
LEASED ROOFTOP AREA<sup>1</sup>

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<sup>1</sup> Need this exhibit

**17. Food Services**

The proposed BPCS elementary and middle schools will replicate the Food Services as set forth in our original charter (X Miscellaneous).

**18. Health Services**

The proposed BPCS elementary school will replicate the Health Services as set forth in our 2013 revised charter.

**19. Transportation**

The proposed BPCS elementary and middle schools will replicate the Transportation Policy as set forth in our 2013 charter revision.

## 20. Insurance

BPCS carries insurance from Arthur J. Gallagher & Co. Insurance Brokers. The name of insured is: Brooklyn Prospect Charter School. Our policy clearly covers operation in multiple sites. The school will have two sites in the 2013-14 school year and will have three sites with the addition of our proposed middle school in the 2015-16 school year. Below please find details of this insurance coverage:

**BROOKLYN PROSPECT CHARTER SCHOOL**  
3002 FORT HAMILTON PARKWAY, BROOKLYN, NY 11218

**SCHEDULE OF COVERAGE**  
2013 – 2014 POLICY TERM

Annual Aggregate



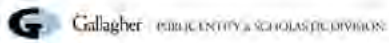
**BROOKLYN PROSPECT CHARTER SCHOOL**  
3002 FORT HAMILTON PARKWAY, BROOKLYN, NY 11218

**SCHEDULE OF COVERAGE**  
2013 – 2014 POLICY TERM

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	\$ 62,417.50
Insurance & Fees	\$ 468.58
<b>TOTAL PREMIUM</b>	<b>\$ 62,886.08</b>

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**21. Programmatic Audits**

The proposed BPCS elementary and middle schools will replicate the same approach to Programmatic Audits as set forth in our original charter.

## **22. Fiscal Soundness**

### **(a) Budget**

BPCS will leverage our existing corporate structure and per-pupil monies to efficiently fund our proposed elementary and middle schools. We will be continuing the elementary program already in place at BPCS and replicating our existing middle school, which will negate any need for start-up planning costs. BPCS has identified 2-3 candidates from its existing schools as potential leadership for the proposed middle school, and an elementary principal is already in place.

BPCS is currently fiscally robust, with revenue exceeding expenses in every year of BPCS's operation. We anticipate that this fiscal soundness will continue with the addition of our proposed elementary school. This addition is not expected to negatively impact BPCS's fiscal health.

BPCS has provided two budget projections as a part of this application in Response 22(e):

1. Overall BPCS corporation budget
2. Budget for proposed K-8 alone, assuming use of private space for facility

When creating these budgets, BPCS used conservative funding assumptions, estimating a very slight increase to per pupil funding from year to year. We assumed modest fundraising at the corporate level, based on previous amounts of fundraising received by BPCS. The proposed K-8 budget assumes no private fundraising and no grants.

Shared services to both BPCS schools will help alleviate costs for the proposed elementary and middle schools and will allow for the majority of the budget for the proposed elementary and middle schools to directly support the planned instructional program. In our first year with just 150 students in grades K-2, and 50 sixth grade students in private space, we project that the proposed BPCS elementary and middle schools will see net revenue of \$323,896.

As noted above, BPCS assumes modest fundraising at the BPCS corporate level. The BPCS PTSO Annual Fund raises money each year and as we assume that this fundraising will continue at a similar rate.

### **(b) Financial Planning**

After nearly a full charter term of operation, BPCS has established firm procedures to ensure the school is fiscally sound. We will apply these same procedures to the fiscal operation of our proposed elementary school. Our Director of Operations and Finance ("DOF") has been working in her position for five years and will lead continue to lead the financial operations of BPCS, which will include the proposed elementary and middle schools.

BPCS has been fortunate to have a very stable financial operating history marked by risk-averse handling of our funds. We anticipate continuing in this manner in our next charter term.

In each year of our operation, BPCS has maintained revenue higher than our expenses and we anticipate that this will continue with the addition of our proposed elementary and middle schools. Our primary budgetary objective is to support the needs of the BPCS instructional programs at both our 6-12 school and our elementary and proposed middle school while maintaining a positive cash flow.

Our DOF begins work in March of each year to establish our annual budget for the following year. After drafting an initial version of the projected budget, the DOF will share her work with the following parties: the BPCS administrative team (school administrative team and the school leadership team, including department heads). The Business Manager does a breakdown of the curricular budget and works with department heads to discuss specific instructional needs.

Once our DOF and the administrative team have established a preliminary annual budget, the budget is presented to the BPCS Board of Trustees for review. At that point, the Board may provide any revisions, if necessary. The BPCS Business Office's goal is to present the budget annually to the BPCS Board during the June Board meeting. BPCS's actual expenses have been equal to or more than the actual revenue in every year of our first charter term.

The BPCS Business Office works closely with BPCS principals. School principals are allotted a lump sum or "bucket of money" with which they can make budgetary decisions regarding staffing. This exercise is a useful way to solicit input from our instructional team as well as increase BPCS staff's understanding of budgetary processes and financial resources.

Our DOF routinely reviews the status of BPCS's finances and checks to make sure we are proceeding positively while supporting the instructional needs of the school. In addition to an annual budget, our DOF also drafts a 10-year budget each year. Our DOF amends the projected 10-year budget to reflect different possible scenarios.

To maintain a standard procedure, BPCS follows written guidelines for fiscal policies and procedures, including an ethics policy statement. Effective records management is also a key factor in maintaining our internal controls; BPCS uses an organized system of hard copy and digital files to store our records. Our DOF and Business Manager are the primary staff members handling finances. Nonetheless, by ensuring that all members of the BPCS staff and Board follow these guidelines, we protect the safety of our monetary assets. The fiscal policies and procedures are outlined in the BPCS Financial Policies and Procedures Manual.

Furthermore, BPCS divides staff roles and responsibilities as they pertain to financial procedures. This allows our DOF to provide oversight of BPCS staff involved in any financial matters and our Board to provide oversight of our DOF.

Our Business Office uses QuickBooks for Nonprofits and the system's built-in grant management function. Our Business Manager oversees the day-to-day bookkeeping in the system. To become proficient with this system and other aspects of charter school business management, members of our Business Office staff attended workshops offered by the NYC Charter Center. Early in our charter term we contracted with Charter School Business Management ("CSBM") on an as-needed basis. We continue to consult the organization for financial reporting-related needs a few times a year.

Our DOF reports to the Finance Committee of the Board on a monthly phone call prior to the public board meeting. The monthly Finance Committee report includes the prior month's budget and the prior month's actual spending as well as an updated balance sheet and cash flow. Additionally, the report includes a column for notes on any material variances. The Committee discusses these as necessary. When the full Board meets in person, the Finance Committee reports on the status of the quarter.

BPCS has an extensive training for Business Office staff on purchasing requests. A designated staff member is in charge of all purchasing requests. The school has a checking and savings account, but only the Executive Director and the DOF serve as signatories and have access to the school's money. All credit card purchases must be approved in advance of purchase. The Executive Director himself can approve purchases up to \$5,000. The school DOF must also approve any purchase between \$5,000 and \$20,000. Purchases exceeding \$20,000 must receive approval from the Board's treasurer. Additionally, the board treasurer reviews credit card statements every month. Minimal petty cash is kept on hand and is rarely used. Only one person has access to the petty cash and that person reconciles the monthly petty cash expenditures with receipts of purchase.

All BPCS payroll procedures are conducted in accordance with the applicable regulations. Our DOF reviews these regulations annually to ensure continued compliance.

### **Financial Condition**

In the event of income loss, this reserve will be adequate to support school operations for at least three months. Our unrestricted net assets (as of the writing of this renewal application) exceed two percent in the 2013-2014 school year.

Our DOF monitors all cash flow projections and presents her models to the Board of Trustees on an ongoing basis. Our Parent Teacher Student Organization ("PTSO") organizes BPCS's fundraising efforts. These efforts are conducted through the BPCS PTSO's annual fund called "Prospect Schools." The PTSO has a line item in the school's organizational budget. The money raised by the PTSO goes directly to "Prospect Schools" and "Prospect Schools" can make donations to the school as they see fit.

Because "Prospect Schools" is the fundraising arm of the PTSO, it is a separate organization and is audited separately.

### **(c) Fiscal Audits**

BPCS will use the services of Fruchter Rosen & Co. Certified Public Accountants. This firm will conduct annual audits of BPCS.

In every year of BPCS's operation, our audits have been returned with no major findings. As previously stated, BPCS maintains a healthy reserve fund of one million dollars and is working toward raising more money for the possibility of future renovations. We are very mindful of the reserve. Our goal is to always have our reserve fund equal at least three months worth of operating cash. We have successfully attained this goal each year of operation.

Throughout all years of our operation, BPCS has had a strong record of compliance with all applicable reporting requirements. We have submitted all required annual audit statements, budgets, cash flow statements, un-audited reports of income, expenses, and enrollment, SPED services, and grant expenditure reports. BPCS has a record of submitting these reports in full, on time.

### **(d) Dissolution Procedures**

The proposed BPCS elementary school will replicate the Dissolution Procedures as set forth in our original charter.

In the event that one school, but not all schools, operated by BPCS is closed the following procedures will be employed:

- The Board of Trustees of Brooklyn Prospect Charter School shall delegate the Executive Director or other responsible party to manage the dissolution process. This process shall include, at the earliest possible opportunity:
- Parents or guardians of the students currently enrolled in the charter school will be notified of their option to either transfer their children to the other BPCS school or to seek an alternative choice for the education of their child;
- Depending on parent choice, student records will either transferred to the other BPCS school, or to transferred to the New York City school district and the parents of currently-enrolled students will be notified of the transfer of these records;
- All parents who choose to leave BPCS entirely will receive copies of their children's records prior to the records' transfer to the district;
- A list of currently enrolled students will be forwarded to New York City Department of Education; and
- If parents choose to send their children to the district, students and their families will be referred to their appropriate home school district for transfer recommendations and enrollment in available programs in their school district.

In addition, the charter school will hold at least one public meeting to discuss the impact of the dissolution of the school on their lives and the role that BPCS will play in the transition of their child from BPCS to their next school situation, whether it be within BPCS or not. BPCS will make every effort to inform currently enrolled students and their families about the options that are available to them in both the remaining BPCS school as well as other schools: public and private, charter and non-charter.

Brooklyn Prospect Charter School will work in a diligent and efficient manner in order to complete the dissolution process in a timely manner in order to ensure that disruption to our student's lives is kept to a minimum, and to the best of our ability we will endeavor to ensure our students a seamless transition.

Brooklyn Prospect has ensured in its budget plan that it will maintain an account earmarked for dissolution of \$75,000 to be used in the event of the dissolution of the charter. These funds would be used to pay for all legal and audit expenses that would be associated with the dissolution.



**Charter Schools Institute**  
*The State University of New York*

General Instructions and Notes for New Application Budgets and Cash Flows

- Complete ALL SIX tabs in BLUE
- Enter information into the GRAY cells
- Cells labeled in ORANGE contained guidance pertaining to that tab
- Cells containing RED triangles in the upper right corner in columns B thru G contain guidance on that particular line item
- Funding by School District information for all NYS school districts is located on the GREEN tab

\* Please note that these budget templates are the same as the ones used to submit the school's yearly and renewal budgets, as well as quarterly reports.



**Charter Schools Institute**  
*The State University of New York*

**New Application Budget(s) & Cash Flow(s) Template**  
*for SUNY Authorized Charter Schools*

## **Brooklyn Prospect Charter School**

Contact Name: Hillary Prince  
Contact Email: [REDACTED]  
Contact Phone: [REDACTED]

Examples  
Pre-Opening Period January 1, 2015 to June 30, 2015  
Operational Year ONE July 1, 2015 to June 30, 2016

Brooklyn Prospect Charter School PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE July 1, 2015 to June 30, 2016							DESCRIPTION OF ASSUMPTIONS
<b>Total Revenue</b>	13,862,185	2,540,577	-	-	23,662	16,426,424	
<b>Total Expenses</b>	8,825,883	2,287,460	-	9,950	4,693,603	15,816,896	
<b>Net Income</b>	5,036,302	253,117	-	(9,950)	(4,669,941)	609,528	
<b>Actual Student Enrollment</b>	790	165	-	-	-	955	
<b>Total Paid Student Enrollment</b>	790	165	-	-	-	955	
	PROGRAM SERVICES			SUPPORT SERVICES			
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
<b>REVENUE</b>							
<b>REVENUES FROM STATE SOURCES</b>							
Per Pupil Revenue	CY Per Pupil Rate						
New York City	13,991	-	-	-	-	13,991	Based on total enrollment of 755
School District 2 (Enter Name)	-	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	-	
School District 6 (Enter Name)	-	-	-	-	-	-	
School District 7 (Enter Name)	-	-	-	-	-	-	
School District 8 (Enter Name)	-	-	-	-	-	-	
School District 9 (Enter Name)	-	-	-	-	-	-	
School District 10 (Enter Name)	-	-	-	-	-	-	
School District 11 (Enter Name)	-	-	-	-	-	-	
School District 12 (Enter Name)	-	-	-	-	-	-	
School District 13 (Enter Name)	-	-	-	-	-	-	
School District 14 (Enter Name)	-	-	-	-	-	-	
School District 15 (Enter Name)	-	-	-	-	-	-	
School District - ALL OTHER	-	-	-	-	-	-	
TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding)	13,991	-	-	-	-	13,991	
Special Education Revenue	-	2,330,836	-	-	-	2,330,836	
Grants	-	-	-	-	-	-	
Stimulus	-	-	-	-	-	-	
DYCD (Department of Youth and Community Developmt.)	-	-	-	-	-	-	
Other	62,941	6,993	-	-	-	69,934	NYSTL
Other	-	-	-	-	-	-	
<b>TOTAL REVENUE FROM STATE SOURCES</b>	13,424,181	2,337,829	-	-	-	15,762,010	
<b>REVENUE FROM FEDERAL FUNDING</b>							
IDEA Special Needs	-	154,080	-	-	-	154,080	
Title I	141,048	15,672	-	-	-	156,720	
Title Funding - Other	5,427	603	-	-	-	6,030	
School Food Service (Free Lunch)	50,798	5,644	-	-	-	56,442	Approx 30% FRL
Grants	-	-	-	-	-	-	
Charter School Program (CSP) Planning & Implementation	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>	197,273	175,999	-	-	-	373,272	
<b>LOCAL and OTHER REVENUE</b>							
Contributions and Donations	72,000	8,000	-	-	-	80,000	Contributions from Prospect Schools
Fundraising	-	-	-	-	-	-	
Erate Reimbursement	-	-	-	-	18,662	18,662	
Earnings on Investments	-	-	-	-	-	-	
Interest Income	-	-	-	-	5,000	5,000	
Food Service (Income from meals)	112,500	12,500	-	-	-	125,000	
Text Book	-	-	-	-	-	-	
OTHER	56,232	6,248	-	-	-	62,480	Parent payments for school trips/events
<b>TOTAL REVENUE FROM LOCAL and OTHER SOURCES</b>	240,732	26,748	-	-	23,662	291,142	
<b>TOTAL REVENUE</b>	13,862,185	2,540,577	-	-	23,662	16,426,424	
<b>EXPENSES</b>							
<b>ADMINISTRATIVE STAFF PERSONNEL COSTS</b>	No. of Positions						
Executive Management	2.00	-	-	-	253,597	253,597	ED, Dep ED
Instructional Management	4.00	197,880	21,987	-	219,867	439,734	1 HS, 2 MS & 1 ES Principals
Deans, Directors & Coordinators	15.00	142,962	15,885	-	635,386	794,233	Deans, Coordinators, Registrar, Tech, HR
CFO / Director of Finance	1.00	-	-	-	103,000	103,000	DOF
Operation / Business Manager	3.00	-	-	-	198,366	198,366	Bus Mgr/DO, 2 Ops Mgrs
Administrative Staff	13.50	-	-	-	431,083	431,083	Ops Assts, Receptionists, Aides, Kitchen Staff, Admin Contingency
<b>TOTAL ADMINISTRATIVE STAFF</b>	38.50	340,842	37,871	-	1,841,299	2,220,013	
<b>INSTRUCTIONAL PERSONNEL COSTS</b>							
Teachers - Regular	40.50	2,523,799	280,422	-	-	2,804,221	MS/HS core subject teachers, ES lead teachers
Teachers - SPED	20.00	-	1,274,297	-	-	1,274,297	
Substitute Teachers	-	-	-	-	-	-	Included in contracted services category
Teaching Assistants	8.00	259,646	28,850	-	-	288,495	Resident teachers
Specialty Teachers	21.00	1,331,850	147,983	-	-	1,479,833	Foreign language, Art, Music, Dance, PE, Tech, Drama
Aides	-	-	-	-	-	-	Included in administrative staff
Therapists & Counselors	4.00	263,514	29,279	-	-	292,793	MS/HS Guidance, College, Social Work; ES Psychologist
Other	-	-	-	-	-	-	
<b>TOTAL INSTRUCTIONAL</b>	93.50	4,378,808	1,760,831	-	-	6,139,639	
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>							
Nurse	-	-	-	-	-	-	Provided by DOH
Librarian	1.50	74,046	8,227	-	-	82,273	
Custodian	5.00	-	-	-	205,234	205,234	MS/HS only - included in rent at ES and assumed MS locations
Security	-	-	-	-	-	-	Included in Facility section
Other	-	114,275	12,697	-	-	126,972	Stipends (Summer Academy, Leadership, Coverage)
<b>TOTAL NON-INSTRUCTIONAL</b>	6.50	188,321	20,925	-	205,234	414,479	
<b>SUBTOTAL PERSONNEL SERVICE COSTS</b>	138.50	4,907,971	1,819,627	-	2,046,533	8,774,131	
<b>PAYROLL TAXES AND BENEFITS</b>							
Payroll Taxes	-	492,888	57,504	-	271,088	821,480	9.5% of gross salaries
Fringe / Employee Benefits	-	645,790	75,342	-	355,184	1,076,316	
Retirement / Pension	-	166,162	19,386	-	91,389	276,936	401k w/4% match
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	-	1,304,839	152,231	-	717,662	2,174,732	
<b>TOTAL PERSONNEL SERVICE COSTS</b>	138.50	6,212,810	1,971,858	-	2,764,195	10,948,863	
<b>CONTRACTED SERVICES</b>							
Accounting / Audit	-	-	-	-	18,000	18,000	
Legal	-	-	-	-	5,000	5,000	
Management Company Fee	-	-	-	-	-	-	
Nurse Services	-	-	-	-	-	-	
Food Service / School Lunch	-	259,203	37,029	-	74,058	370,290	Student meals, Staff meals (Red Rabbit)
Payroll Services	-	148,770	17,357	-	81,824	247,950	ADP TotalSource
Special Ed Services	-	-	-	-	-	-	
Titlement Services (i.e. Title I)	-	-	-	-	-	-	
Other Purchased / Professional / Consulting	-	158,730	18,519	-	87,302	264,550	CSBM, Architects, Tech, Fingerprinting, Subs, Spec Teachers, Counseling, Program Dev, Temps, Library, Coaches, Nurse
<b>TOTAL CONTRACTED SERVICES</b>	-	566,703	72,904	-	266,183	905,790	
<b>SCHOOL OPERATIONS</b>							
Board Expenses	-	-	-	-	2,500	2,500	Board Development
Classroom / Teaching Supplies & Materials	-	190,368	21,152	-	-	211,520	Classroom, Art, Lab, Library, Principals' Discretionary Fund
Special Ed Supplies & Materials	-	-	-	-	-	-	Included in general classroom supplies budget
Textbooks / Workbooks	-	40,500	4,500	-	-	45,000	
Supplies & Materials other	-	129,001	14,333	-	-	143,334	IB, Other, NYSTL, Summer Academy
Equipment / Furniture	-	10,530	1,170	-	-	11,700	Athletic/PE equip
Telephone	-	-	-	-	18,196	18,196	Assumes 3 private facilities
Technology	-	59,464	6,937	-	32,705	99,106	All Tech categories except Telephone
Student Testing & Assessment	-	26,145	2,905	-	-	29,050	
Field Trips	-	78,948	8,772	-	-	87,720	Field Trips, Special Events
Transportation (student)	-	-	-	-	-	-	
Student Services - other	-	49,680	5,520	-	-	55,200	Arts, After-school programming, Clubs, Athletics
Office Expense	-	-	-	-	223,300	223,300	Office Supp, Printing, Minor Equip, Software, Copiers, Postage, Other Admin, Nurse
Staff Development	-	44,100	12,600	-	6,300	63,000	
Staff Recruitment	-	17,550	2,048	-	9,653	29,250	Board, Staff Recruitment
Student Recruitment / Marketing	-	5,000	-	-	-	5,000	
School Meals / Lunch	-	-	-	-	-	-	Snack
Travel (Staff)	-	25,830	3,014	-	14,207	43,050	Travel, Meals, Staff Special Events
Fundraising	-	-	-	9,950	-	9,950	PTSO, Volunteer Expenses
Other	-	-	-	-	30,500	30,500	Dues/Subscriptions, Interest, Service Charges
<b>TOTAL SCHOOL OPERATIONS</b>	677,115	82,951	-	9,950	337,360	1,107,376	
<b>FACILITY OPERATION &amp; MAINTENANCE</b>							
Insurance	-	-	-	-	86,946	86,946	
Janitorial	-	30,000	3,500	-	16,500	50,000	in rent)
Building and Land Rent / Lease	-	1,108,555	129,331	-	609,705	1,847,592	Assumes 3 private facilities
Repairs & Maintenance	-	-	-	-	52,459	52,459	HVAC, Elevator, Other Facility, Moving/Storage
Equipment / Furniture	-	-	-	-	35,020	35,020	Gen Supplies, Kitchen Supplies
Security	-	-	-	-	98,350	98,350	Security, Permits
Utilities	-	140,700	16,415	-	77,385	234,500	
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	1,279,255	149,246	-	-	976,365	2,404,867	
<b>DEPRECIATION &amp; AMORTIZATION</b>	-	-	-	-	300,000	300,000	
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>	90,000	10,500	-	-	49,500	150,000	Contingency
<b>TOTAL EXPENSES</b>	8,825,883	2,287,460	-	9,950	4,693,603	15,816,896	
<b>NET INCOME</b>	5,036,302	253,117	-	(9,950)	(4,669,941)	609,528	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>							
New York City	790	165	-	-	-	955	
School District 2 (Enter Name)	-	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	-	
School District 6 (Enter Name)	-	-	-	-	-	-	
School District 7 (Enter Name)	-	-	-	-	-	-	
School District 8 (Enter Name)	-	-	-	-	-	-	
School District 9 (Enter Name)	-	-	-	-	-	-	
School District 10 (Enter Name)	-	-	-	-	-	-	
School District 11 (Enter Name)	-	-	-	-	-	-	

Brooklyn Prospect Charter School PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE July 1, 2015 to June 30, 2016							DESCRIPTION OF ASSUMPTIONS
Total Revenue	13,862,185	2,540,577	-	-	23,662	16,426,424	
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Net Income	5,036,302	253,117	-	(9,950)	(4,669,941)	609,528	
Actual Student Enrollment	790	165	-	-	-	955	
Total Paid Student Enrollment	790	165	-	-	-	955	
	PROGRAM SERVICES			SUPPORT SERVICES			
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
School District 12 (Enter Name)	-	-	-	-	-	-	
School District 13 (Enter Name)	-	-	-	-	-	-	
School District 14 (Enter Name)	-	-	-	-	-	-	
School District 15 (Enter Name)	-	-	-	-	-	-	
School District - ALL OTHER	-	-	-	-	-	-	
<b>TOTAL ENROLLMENT</b>	<b>790</b>	<b>165</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>955</b>	
<b>REVENUE PER PUPIL</b>	<b>17,547</b>	<b>15,397</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>17,200</b>	
<b>EXPENSES PER PUPIL</b>	<b>11,172</b>	<b>13,863</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>16,562</b>	



**Brooklyn Prospect Charter School**  
**PROJECTED CASH FLOW FOR YEAR ONE OF OPERATIONS**  
 July 1, 2015 to June 30, 2016

<b>Total Revenue</b>	2,620,969	2,620,969	23,768	2,639,114	103,768	2,639,114	56,318	2,639,114	93,702	2,793,194	23,768	172,630	16,426,424
<b>Total Expenses</b>	1,362,883	1,274,837	1,327,663	1,310,163	1,323,163	1,310,163	1,320,604	1,316,704	1,319,204	1,321,438	1,315,038	1,315,038	15,816,896
<b>Net Income</b>	1,258,087	1,346,133	(1,303,895)	1,328,951	(1,219,395)	1,328,951	(1,264,287)	1,322,409	(1,225,503)	1,471,756	(1,291,270)	(1,142,408)	609,528
<b>Cash Flow Adjustments</b>	(348,625)	(175,000)	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	(273,625)
<b>Beginning Cash Balance</b>	30,669	940,131	2,111,263	832,368	2,186,319	991,924	2,345,875	1,106,588	2,453,997	1,253,494	2,750,250	1,483,980	30,669
<b>Net Income</b>	940,131	2,111,263	832,368	2,186,319	991,924	2,345,875	1,106,588	2,453,997	1,253,494	2,750,250	1,483,980	366,572	366,572
	<b>July</b>	<b>August</b>	<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>	<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>	<b>May</b>	<b>June</b>	<b>TOTAL</b>
<b>Total Cash Flow Adjustments</b>	(348,625)	(175,000)	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	(273,625)
<b>NET INCOME</b>	909,462	1,171,133	(1,278,895)	1,353,951	(1,194,395)	1,353,951	(1,239,287)	1,347,409	(1,200,503)	1,496,756	(1,266,270)	(1,117,408)	335,903
<b>Beginning Cash Balance</b>	30,669	940,131	2,111,263	832,368	2,186,319	991,924	2,345,875	1,106,588	2,453,997	1,253,494	2,750,250	1,483,980	30,669
<b>ENDING CASH BALANCE</b>	940,131	2,111,263	832,368	2,186,319	991,924	2,345,875	1,106,588	2,453,997	1,253,494	2,750,250	1,483,980	366,572	366,572

Brooklyn Prospect Charter School PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD						DESCRIPTION OF ASSUMPTIONS	
*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. Projected Five Year Budget on this Tab Should Be For the First Five Years of Actual Operations.							
<b>Total Revenue</b>	16,426,424	18,392,598	20,381,071	21,557,764	21,872,272		
<b>Total Expenses</b>	15,816,896	17,353,208	19,036,777	20,185,449	20,631,730		
<b>Net Income (Before Cash Flow Adjustments)</b>	609,528	1,039,390	1,344,294	1,372,315	1,240,542		
<b>Actual Student Enrollment</b>	955	1,055	1,155	1,205	1,205		
<b>Total Paid Student Enrollment</b>	955	1,055	1,155	1,205	1,205		
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>		
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>		
	<b>*Year 1 should tie to Totals for Year 1 on Tabs 4 and 5</b>						
<b>REVENUE</b>	<b>Per Pupil Revenue Percentage Increase</b>						
	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>		
<b>REVENUES FROM STATE SOURCES</b>							
Per Pupil Revenue							
New York City	13,991						
School District 2 (Enter Name)	-	-	-	-	-		
School District 3 (Enter Name)	-	-	-	-	-		
School District 4 (Enter Name)	-	-	-	-	-		
School District 5 (Enter Name)	-	-	-	-	-		
School District 6 (Enter Name)	-	-	-	-	-		
School District 7 (Enter Name)	-	-	-	-	-		
School District 8 (Enter Name)	-	-	-	-	-		
School District 9 (Enter Name)	-	-	-	-	-		
School District 10 (Enter Name)	-	-	-	-	-		
School District 11 (Enter Name)	-	-	-	-	-		
School District 12 (Enter Name)	-	-	-	-	-		
School District 13 (Enter Name)	-	-	-	-	-		
School District 14 (Enter Name)	-	-	-	-	-		
School District 15 (Enter Name)	-	-	-	-	-		
School District - ALL OTHER	-	-	-	-	-		
TOTAL Per Pupil Revenue (Average Districts Per Pupil Funding)	13,991						
Special Education Revenue	2,330,836	2,542,538	2,754,240	2,860,091	2,860,091		
Grants							
Stimulus	-	-	-	-	-		
DYCD (Department of Youth and Community Developm.)	-	-	-	-	-		
Other	-	-	-	-	-		
Other	69,934	77,257	84,580	88,242	88,242		
TOTAL REVENUE FROM STATE SOURCES	15,762,010	17,631,043	19,552,315	20,681,786	20,983,254	NYSTSL	
<b>REVENUE FROM FEDERAL FUNDING</b>							
IDEA Special Needs	154,080	198,180	216,180	234,180	243,180		
Title I	156,720	172,877	188,740	196,989	196,989		
Title Funding - Other	6,030	7,203	7,864	8,208	8,208		
School Food Service (Free Lunch)	56,442	63,055	69,548	72,924	72,924		
Grants							
Charter School Program (CSP) Planning & Implementation	-	-	-	-	-		
Other	-	-	-	-	-		
Other	-	-	-	-	-		
TOTAL REVENUE FROM FEDERAL SOURCES	373,272	441,315	482,332	512,301	521,301		
<b>LOCAL and OTHER REVENUE</b>							
Contributions and Donations	80,000	80,000	84,000	88,500	90,000	Prospect Schools - Annual Fund contribution	
Fundraising	-	-	-	-	-		
Erate Reimbursement	18,662	27,335	29,465	31,790	34,330		
Earnings on Investments	-	-	-	-	-		
Interest Income	5,000	6,387	6,989	7,302	7,302		
Food Service (Income from meals)	125,000	138,388	151,423	158,202	158,202		
Text Book	-	-	-	-	-		
OTHER	62,480	68,130	74,547	77,884	77,884	Parent payments for school trips/events	
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	291,142	320,240	346,424	363,677	367,717		
<b>TOTAL REVENUE</b>	<b>16,426,424</b>	<b>18,392,598</b>	<b>20,381,071</b>	<b>21,557,764</b>	<b>21,872,272</b>		
<b>EXPENSES</b>							
<b>ADMINISTRATIVE STAFF PERSONNEL COSTS</b>	No. of Positions						
Executive Management	2.00	253,597	261,205	269,041	277,112	285,426	
Instructional Management	4.00	439,734	462,226	484,944	499,492	514,477	Principal
Deans, Directors & Coordinators	15.00	794,233	883,060	929,550	1,037,437	1,078,202	Add second Coordinator in Y3, second Dean in Y5
CFD / Director of Finance	1.00	103,000	106,090	109,273	112,551	115,927	
Operation / Business Manager	3.00	198,366	204,316	210,446	221,759	228,413	Ops Manager
Administrative Staff	13.50	431,083	444,017	477,334	497,015	516,913	Add Aide in Y2, second Aide in Y5
TOTAL ADMINISTRATIVE STAFF	38.50	2,220,013	2,360,914	2,480,588	2,645,366	2,739,358	
<b>INSTRUCTIONAL PERSONNEL COSTS</b>							
Teachers - Regular	40.50	2,804,221	3,134,806	3,470,616	3,815,102	3,929,594	Add 2 lead teachers per year (at least one will be Sp Ed certified)
Teachers - SPED	20.00	1,274,297	1,372,722	1,475,515	1,519,938	1,566,145	
Substitute Teachers	-	-	-	-	-	-	
Teaching Assistants	8.00	288,495	365,049	443,901	455,118	396,671	Add 2 resident teachers per year (aim for at least one to be Sp Ed certified)
Specialty Teachers	21.00	1,479,833	1,712,085	1,896,607	1,974,687	2,033,010	Add .5 specialty teachers per year
Aides	-	-	-	-	-	-	
Therapists & Counselors	4.00	292,793	371,577	387,724	404,356	421,487	PT in Y2, FT thereafter
Other	-	-	-	-	-	-	
TOTAL INSTRUCTIONAL	93.50	6,139,639	6,956,239	7,674,363	8,169,201	8,348,867	
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>							
Nurse	-	-	-	-	-	-	
L. brarian	1.50	82,273	84,741	87,283	89,901	92,598	
Custodian	5.00	205,234	211,392	217,731	249,263	256,744	
Security	-	-	-	-	-	-	
Other	-	126,972	105,000	110,500	112,500	114,500	Leadership stipends
TOTAL NON-INSTRUCTIONAL	6.50	414,479	401,133	415,514	451,664	463,842	
<b>SUBTOTAL PERSONNEL SERVICE COSTS</b>	138.50	8,774,131	9,718,286	10,570,465	11,266,231	11,550,067	
<b>PAYROLL TAXES AND BENEFITS</b>							
Payroll Taxes		821,480	913,262	993,697	1,059,604	1,086,379	
Fringe / Employee Benefits		1,076,316	1,279,344	1,459,964	1,603,431	1,698,024	
Retirement / Pension		276,936	312,938	344,264	369,291	378,086	
TOTAL PAYROLL TAXES AND BENEFITS		2,174,732	2,505,544	2,797,925	3,032,326	3,162,489	
<b>TOTAL PERSONNEL SERVICE COSTS</b>	138.50	10,948,863	12,223,830	13,368,390	14,298,557	14,712,556	
<b>CONTRACTED SERVICES</b>							
Accounting / Audit		18,000	20,000	20,000	25,000	25,000	
Legal		5,000	5,000	5,000	5,000	5,000	
Management Company Fee		-	-	-	-	-	
Nurse Services		-	-	-	-	-	
Food Service / School Lunch		370,290	405,043	437,573	454,489	454,489	Student meals, Staff meals (Red Rabbit)
Payroll Services		247,950	272,700	291,600	300,600	297,000	ADP TotalSource
Special Ed Services		-	-	-	-	-	
Titlment Services (i.e. Title I)		-	-	-	-	-	
Other Purchased / Professional / Consulting		264,550	275,963	280,668	292,970	293,672	Pasek Consulting Program Dev, Temps, Library, Coaches
TOTAL CONTRACTED SERVICES		905,790	978,706	1,034,841	1,078,059	1,075,161	
<b>SCHOOL OPERATIONS</b>							
Board Expenses		2,500	2,500	2,500	2,500	2,500	Board Development
Classroom / Teaching Supplies & Materials		211,520	235,913	259,076	270,506	267,910	Classroom, Art, Lab, Library
Special Ed Supplies & Materials		-	-	-	-	-	
Textbooks / Workbooks		45,000	30,000	30,000	28,000	22,500	
Supplies & Materials other		143,334	153,157	165,980	169,642	169,642	IB, Other, NYSTL, Summer Academy
Equipment / Furniture		11,700	12,888	14,054	14,661	14,661	Athletic
Telephone		18,196	20,016	22,017	24,219	26,641	
Technology		99,106	103,764	117,039	120,298	122,499	All Tech categories except Telephone
Student Testing & Assessment		29,050	31,150	33,250	34,300	34,300	
Field Trips		87,720	92,868	97,922	100,551	100,551	Field Trips, Special Events
Transportation (student)		-	-	-	-	-	
Student Services - other		55,200	65,348	71,941	74,724	74,879	Arts, After-school programming
Office Expense		223,300	247,750	268,950	279,200	279,200	Nurse
Staff Development		63,000	65,250	75,500	75,500	75,500	
Staff Recruitment		29,250	16,063	14,000	14,000	12,250	Board, Staff Recruitment
Student Recruitment / Marketing		5,000	5,000	5,000	5,000	5,000	
School Meals / Lunch		-	-	-	-	-	
Travel (Staff)		43,050	47,800	50,900	52,900	52,500	Snack
Fundraising		9,950	10,200	11,550	11,800	11,800	Travel, Meals, Staff Special Events
Other		30,500	30,750	31,400	31,400	31,400	PTSO, Volunteer Expenses
TOTAL SCHOOL OPERATIONS		1,107,376	1,170,417	1,271,079	1,309,201	1,303,733	Dues/Subscriptions, Interest, Service Charges
<b>FACILITY OPERATION &amp; MAINTENANCE</b>							
Insurance		86,946	91,415	97,544	103,080	106,923	
Janitorial		50,000	51,500	53,045	54,636	56,275	Custodian
Building and Land Rent / Lease		1,847,592	1,957,437	2,242,152	2,362,282	2,362,282	
Repairs & Maintenance		52,459	53,133	58,826	59,367	59,924	HVAC, Elevator, Other Facility, Moving/Storage
Equipment / Furniture		35,020	36,071	37,153	38,267	39,415	Gen Supplies, Kitchen Supplies
Security		98,350	101,000	103,730	106,542	109,438	Security, Permits
Utilities		234,500	239,692	245,017	250,458	256,023	
TOTAL FACILITY OPERATION & MAINTENANCE		2,404,867	2,530,255	2,837,467	2,974,632	2,990,280	
<b>DEPRECIATION &amp; AMORTIZATION</b>		300,000	300,000	325,000	325,000	350,000	
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>		150,000	150,000	200,000	200,000	200,000	
<b>TOTAL EXPENSES</b>		<b>15,816,896</b>	<b>17,353,208</b>	<b>19,036,777</b>	<b>20,185,449</b>	<b>20,631,730</b>	
<b>NET INCOME</b>		<b>609,528</b>	<b>1,039,390</b>	<b>1,344,294</b>	<b>1,372,315</b>	<b>1,240,542</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>							
New York City		955	1,055	1,155	1,205	1,205	
School District 2 (Enter Name)		-	-	-	-	-	
School District 3 (Enter Name)		-	-	-	-	-	

Brooklyn Prospect Charter School						DESCRIPTION OF ASSUMPTIONS
PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD						
*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. Projected Five Year Budget on this Tab Should Be For the First Five Years of Actual Operations.						
<b>Total Revenue</b>	16,426,424	18,392,598	20,381,071	21,557,764	21,872,272	
<b>Total Expenses</b>	15,816,896	17,353,208	19,036,777	20,185,449	20,631,730	
<b>Net Income (Before Cash Flow Adjustments)</b>	609,528	1,039,390	1,344,294	1,372,315	1,240,542	
<b>Actual Student Enrollment</b>	955	1,055	1,155	1,205	1,205	
<b>Total Paid Student Enrollment</b>	955	1,055	1,155	1,205	1,205	
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	
School District 4 (Enter Name)	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	
School District 6 (Enter Name)	-	-	-	-	-	
School District 7 (Enter Name)	-	-	-	-	-	
School District 8 (Enter Name)	-	-	-	-	-	
School District 9 (Enter Name)	-	-	-	-	-	
School District 10 (Enter Name)	-	-	-	-	-	
School District 11 (Enter Name)	-	-	-	-	-	
School District 12 (Enter Name)	-	-	-	-	-	
School District 13 (Enter Name)	-	-	-	-	-	
School District 14 (Enter Name)	-	-	-	-	-	
School District 15 (Enter Name)	-	-	-	-	-	
School District - ALL OTHER	-	-	-	-	-	
<b>TOTAL ENROLLMENT</b>	<b>955</b>	<b>1,055</b>	<b>1,155</b>	<b>1,205</b>	<b>1,205</b>	
<b>REVENUE PER PUPIL</b>	<b>17,200</b>	<b>17,434</b>	<b>17,646</b>	<b>17,890</b>	<b>18,151</b>	
<b>EXPENSES PER PUPIL</b>	<b>16,562</b>	<b>16,449</b>	<b>16,482</b>	<b>16,751</b>	<b>17,122</b>	
<b>CASH FLOW ADJUSTMENTS</b>						
<b>OPERATING ACTIVITIES</b>						
Example - Add Back Depreciation	300,000	300,000	325,000	325,000	350,000	
Other	-	-	-	-	-	
Total Operating Activities	300,000	300,000	325,000	325,000	350,000	
<b>INVESTMENT ACTIVITIES</b>						
Example - Subtract Property and Equipment Expenditures	(573,625)	(769,125)	(546,750)	(308,500)	(377,000)	
Other	-	-	-	-	-	
Total Investment Activities	(573,625)	(769,125)	(546,750)	(308,500)	(377,000)	
<b>FINANCING ACTIVITIES</b>						
Example - Add Expected Proceeds from a Loan or Line of Credit	-	-	-	-	-	
Other	-	-	-	-	-	
Total Financing Activities	-	-	-	-	-	
<b>Total Cash Flow Adjustments</b>	<b>(273,625)</b>	<b>(469,125)</b>	<b>(221,750)</b>	<b>16,500</b>	<b>(27,000)</b>	
<b>NET INCOME</b>	<b>335,903</b>	<b>570,265</b>	<b>1,122,544</b>	<b>1,388,815</b>	<b>1,213,542</b>	
<b>Beginning Cash Balance</b>	<b>30,669</b>	<b>366,572</b>	<b>936,837</b>	<b>2,059,381</b>	<b>3,448,196</b>	
<b>ENDING CASH BALANCE</b>	<b>366,572</b>	<b>936,837</b>	<b>2,059,381</b>	<b>3,448,196</b>	<b>4,661,738</b>	

#REF! PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE #REF!							DESCRIPTION OF ASSUMPTIONS
<b>Total Revenue</b>	3,268,696	507,747	-	-	7,280	3,783,723	
<b>Total Expenses</b>	2,171,621	368,880	-	2,950	916,376	3,459,827	
<b>Net Income</b>	1,097,076	138,866	-	(2,950)	(909,096)	323,896	
<b>Actual Student Enrollment</b>	191	34				225	
<b>Total Paid Student Enrollment</b>	191	34				225	
	PROGRAM SERVICES			SUPPORT SERVICES			
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
<b>REVENUE</b>							
<b>REVENUES FROM STATE SOURCES</b>							
Per Pupil Revenue	CY Per Pupil Rate						
New York City	13,991	3,147,936	-	-	-	3,147,936	based on total enrollment of 225 (175 in grades K-2; 50 in 6th)
School District 2 (Enter Name)	-	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	-	
School District 6 (Enter Name)	-	-	-	-	-	-	
School District 7 (Enter Name)	-	-	-	-	-	-	
School District 8 (Enter Name)	-	-	-	-	-	-	
School District 9 (Enter Name)	-	-	-	-	-	-	
School District 10 (Enter Name)	-	-	-	-	-	-	
School District 11 (Enter Name)	-	-	-	-	-	-	
School District 12 (Enter Name)	-	-	-	-	-	-	
School District 13 (Enter Name)	-	-	-	-	-	-	
School District 14 (Enter Name)	-	-	-	-	-	-	
School District 15 (Enter Name)	-	-	-	-	-	-	
School District - ALL OTHER	-	-	-	-	-	-	
TOTAL Per Pupil Revenue (Average Dis	13,991	3,147,936	-	-	-	3,147,936	
Special Education Revenue	-	476,329	-	-	-	476,329	
Grants							
Stimulus	-	-	-	-	-	-	
DYCD (Department of Youth and Community Develop	-	-	-	-	-	-	
Other	14,829	1,648	-	-	-	16,477	NYSTL
Other	-	-	-	-	-	-	
TOTAL REVENUE FROM STATE SOURCES	3,162,765	477,977	-	-	-	3,640,742	
<b>REVENUE FROM FEDERAL FUNDING</b>							
IDEA Special Needs	-	18,000	-	-	-	18,000	
Title I	33,048	3,672	-	-	-	36,720	
Title Funding - Other	1,377	153	-	-	-	1,530	
School Food Service (Free Lunch)	13,527	1,503	-	-	-	15,030	Approx 30% FRL
Grants							
Charter School Program (CSP) Planning & Implementa	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
Other	-	-	-	-	-	-	
TOTAL REVENUE FROM FEDERAL SOURCES	47,952	23,328	-	-	-	71,280	
<b>LOCAL and OTHER REVENUE</b>							
Contributions and Donations	18,000	2,000	-	-	-	20,000	Contributions from Prospect Schools
Fundraising	-	-	-	-	-	-	
Erate Reimbursement	-	-	-	-	5,280	5,280	
Earnings on Investments	-	-	-	-	-	-	
Interest Income	-	-	-	-	2,000	2,000	
Food Service (Income from meals)	28,800	3,200	-	-	-	32,000	
Text Book	-	-	-	-	-	-	
OTHER	11,179	1,242	-	-	-	12,421	Parent payments for school trips/events
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	57,979	6,442	-	-	7,280	71,701	
<b>TOTAL REVENUE</b>	<b>3,268,696</b>	<b>507,747</b>	<b>-</b>	<b>-</b>	<b>7,280</b>	<b>3,783,723</b>	

#REF! PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE #REF!							DESCRIPTION OF ASSUMPTIONS
<b>Total Revenue</b>	3,268,696	507,747	-	-	7,280	3,783,723	
<b>Total Expenses</b>	2,171,621	368,880	-	2,950	916,376	3,459,827	
<b>Net Income</b>	1,097,076	138,866	-	(2,950)	(909,096)	323,896	
<b>Actual Student Enrollment</b>	191	34				225	
<b>Total Paid Student Enrollment</b>	191	34				225	
	PROGRAM SERVICES			SUPPORT SERVICES			
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL	
<b>EXPENSES</b>							
<b>ADMINISTRATIVE STAFF PERSONNEL</b>	Positions						
Executive Management	-	-	-	-	-	-	included in ALL BPCS budget
Instructional Management	2.00	85,500	9,500	-	95,000	190,000	1 ES Principal, 1 MS Principal
Deans, Directors & Coordinators	3.00	15,822	1,758	-	70,320	87,900	Ops/Program Coordinator
CFO / Director of Finance	-	-	-	-	-	-	included in ALL BPCS budget
Operation / Business Manager	1.00	10,800	1,200	-	48,000	60,000	Ops Manager
Administrative Staff	5.00	20,394	2,266	-	90,640	113,300	Ops Asst, Aides, Receptionist
<b>TOTAL ADMINISTRATIVE STAFF</b>	11.00	132,516	14,724	-	303,960	451,200	
<b>INSTRUCTIONAL PERSONNEL COSTS</b>							
Teachers - Regular	10.00	578,790	64,310	-	-	643,100	MS/HS core subject teachers, ES lead teachers
Teachers - SPED	2.00	-	121,800	-	-	121,800	
Substitute Teachers	-	-	-	-	-	-	included in contracted services category
Teaching Assistants	6.00	196,646	21,850	-	-	218,495	Resident teachers
Specialty Teachers	4.50	220,892	24,544	-	-	245,436	Foreign language, Art, Music, Dance, PE
Aides	-	-	-	-	-	-	included in administrative staff
Therapists & Counselors	1.00	64,890	7,210	-	-	72,100	
Other	-	-	-	-	-	-	
<b>TOTAL INSTRUCTIONAL</b>	23.50	1,061,218	239,713	-	-	1,300,931	
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>							
Nurse	-	-	-	-	-	-	included in contracted services category
Librarian	-	-	-	-	-	-	
Custodian	-	-	-	-	-	-	included in rent at ES through 2015-1,6 and assumed MS location
Security	-	-	-	-	-	-	included in Facility section
Other	-	14,175	1,575	-	-	15,750	Stipends (Summer Academy, Leadership, Coverage)
<b>TOTAL NON-INSTRUCTIONAL</b>	-	14,175	1,575	-	-	15,750	
<b>SUBTOTAL PERSONNEL SERVICE</b>	34.50	1,207,909	256,012	-	303,960	1,767,881	
<b>PAYROLL TAXES AND BENEFITS</b>							
Payroll Taxes	-	99,871	11,652	-	54,929	166,452	9.5% of gross salaries
Fringe / Employee Benefits	-	139,991	16,332	-	76,995	233,318	
Retirement / Pension	-	42,051	4,906	-	23,128	70,085	401k w/4% match
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	-	281,913	32,890	-	155,052	469,855	
<b>TOTAL PERSONNEL SERVICE COS</b>	34.50	1,489,822	288,902	-	459,012	2,237,736	
<b>CONTRACTED SERVICES</b>							
Accounting / Audit	-	-	-	-	3,600	3,600	total cost split between schools
Legal	-	-	-	-	-	-	
Management Company Fee	-	-	-	-	-	-	
Nurse Services	-	-	-	-	-	-	
Food Service / School Lunch	-	67,771	7,530	-	-	75,301	Student meals (Red Rabbit)
Payroll Services	-	33,480	3,906	-	18,414	55,800	ADP TotalSource
Special Ed Services	-	-	-	-	-	-	
Titlement Services (i.e. Title I)	-	-	-	-	-	-	
Other Purchased / Professional / Consulting	-	39,660	4,627	-	21,813	66,100	Tech, Fingerprinting, Subs, Spec Teachers, Counseling, Program Dev, Temps, Nurse
<b>TOTAL CONTRACTED SERVICES</b>	-	140,911	16,063	-	43,827	200,801	
<b>SCHOOL OPERATIONS</b>							
Board Expenses	-	-	-	-	-	-	
Classroom / Teaching Supplies & Materials	-	50,868	5,652	-	-	56,520	Classroom, Art, Lab, Library, Principals' Discretionary Fund
Special Ed Supplies & Materials	-	-	-	-	-	-	Included in general classroom supplies budget
Textbooks / Workbooks	-	9,000	1,000	-	-	10,000	
Supplies & Materials other	-	22,929	2,548	-	-	25,477	IB, Other, NYSTL, Summer Academy
Equipment / Furniture	-	2,430	270	-	-	2,700	Athletic/PE equip
Telephone	-	-	-	-	9,000	9,000	Assumes 2 private facilities
Technology	-	28,046	3,272	-	15,426	46,744	All Tech categories except Telephone
Student Testing & Assessment	-	945	105	-	-	1,050	
Field Trips	-	10,530	1,170	-	-	11,700	Field Trips, Special Events
Transportation (student)	-	-	-	-	-	-	
Student Services - other	-	12,780	1,420	-	-	14,200	Arts, After-school programming, Clubs, Athletics
Office Expense	-	-	-	-	72,864	72,864	Office Supp, Printing, Minor Equip, Software, Copiers, Postage, Other Admin, Nurse
Staff Development	-	8,400	2,400	-	1,200	12,000	
Staff Recruitment	-	2,550	298	-	1,403	4,250	
Student Recruitment / Marketing	-	-	-	-	-	-	
School Meals / Lunch	-	-	-	-	-	-	
Travel (Staff)	-	5,820	679	-	3,201	9,700	Travel, Meals, Staff Special Events
Fundraising	-	-	-	2,950	-	2,950	PTSO, Volunteer Expenses
Other	-	-	-	-	2,320	2,320	Dues/Subscriptions, Interest, Service Charges
<b>TOTAL SCHOOL OPERATIONS</b>	-	154,299	18,813	-	2,950	105,413	281,475
<b>FACILITY OPERATION &amp; MAINTENANCE</b>							
Insurance	-	-	-	-	15,500	15,500	
Janitorial	-	30,000	3,500	-	16,500	50,000	Assumes priv facility for new MS (ES included in rent)
Building and Land Rent / Lease	-	296,049	34,539	-	162,827	493,415	Assumes 2 private facilities
Repairs & Maintenance	-	-	-	-	-	-	
Equipment / Furniture	-	-	-	-	-	-	
Security	-	-	-	-	30,000	30,000	Security, Permits
Utilities	-	30,540	3,563	-	16,797	50,900	
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	-	356,589	41,602	-	241,624	639,815	
<b>DEPRECIATION &amp; AMORTIZATION</b>	-	-	-	-	50,000	50,000	
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENT</b>	-	30,000	3,500	-	16,500	50,000	Contingency
<b>TOTAL EXPENSES</b>		<b>2,171,621</b>	<b>368,880</b>		<b>2,950</b>	<b>916,376</b>	<b>3,459,827</b>
<b>NET INCOME</b>		<b>1,097,076</b>	<b>138,866</b>		<b>(2,950)</b>	<b>(909,096)</b>	<b>323,896</b>

#REF! PROJECTED BUDGET / OPERATING PLAN FOR YEAR ONE #REF!						DESCRIPTION OF ASSUMPTIONS
<b>Total Revenue</b>	3,268,696	507,747	-	-	7,280	3,783,723
<b>Total Expenses</b>	2,171,621	368,880	-	2,950	916,376	3,459,827
<b>Net Income</b>	1,097,076	138,866	-	(2,950)	(909,096)	323,896
<b>Actual Student Enrollment</b>	191	34				225
<b>Total Paid Student Enrollment</b>	191	34				225
	PROGRAM SERVICES			SUPPORT SERVICES		
	REGULAR EDUCATION	SPECIAL EDUCATION	OTHER	FUNDRAISING	MANAGEMENT & GENERAL	TOTAL
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>						
New York City	191	34	-			225
School District 2 (Enter Name)	-	-	-			-
School District 3 (Enter Name)	-	-	-			-
School District 4 (Enter Name)	-	-	-			-
School District 5 (Enter Name)	-	-	-			-
School District 6 (Enter Name)	-	-	-			-
School District 7 (Enter Name)	-	-	-			-
School District 8 (Enter Name)	-	-	-			-
School District 9 (Enter Name)	-	-	-			-
School District 10 (Enter Name)	-	-	-			-
School District 11 (Enter Name)	-	-	-			-
School District 12 (Enter Name)	-	-	-			-
School District 13 (Enter Name)	-	-	-			-
School District 14 (Enter Name)	-	-	-			-
School District 15 (Enter Name)	-	-	-			-
School District - ALL OTHER	-	-	-			-
<b>TOTAL ENROLLMENT</b>	<b>191</b>	<b>34</b>	<b>-</b>			<b>225</b>
<b>REVENUE PER PUPIL</b>	<b>17,114</b>	<b>14,934</b>	<b>-</b>			<b>16,817</b>
<b>EXPENSES PER PUPIL</b>	<b>11,370</b>	<b>10,849</b>	<b>-</b>			<b>15,377</b>

**#REF!**  
**PROJECTED CASH FLOW FOR YEAR ONE OF OPERATIONS**  
**#REF!**

	605,246	605,246	5,905	609,949	25,905	609,949	13,555	609,949	22,382	627,949	5,905	41,785	3,783,723	
	295,627	281,027	290,352	287,019	290,619	287,019	288,627	287,727	287,727	288,627	287,727	287,727	3,459,827	
	309,619	324,219	(284,448)	322,930	(264,714)	322,930	(275,073)	322,222	(265,346)	339,322	(281,823)	(245,943)	323,896	
	(195,833)	(105,333)	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	(259,500)	
	-	113,785	332,671	52,390	379,487	118,939	446,036	175,130	501,518	240,339	583,828	306,172	-	
	113,785	332,671	52,390	379,487	118,939	446,036	175,130	501,518	240,339	583,828	306,172	64,396	64,396	
	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL	
<b>REVENUE</b>	<b>* Total Column (Column U) for all lines other than Cash Flow Adjustments should equal the Total Column (Column N) on tab '4.' Year Budget &amp; Assumptions'.</b>													
<b>REVENUES FROM STATE SOURCES</b>														
Per Pupil Revenue	CY Per Pupil Rate													
New York City	13,991	524,656	524,656	-	524,656	-	524,656	-	524,656	-	524,656	-	-	3,147,936
School District 2	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 6	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 7	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 9	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 10	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 12	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 13	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 14	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District 15	-	-	-	-	-	-	-	-	-	-	-	-	-	-
School District - ALL	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL Per Pupil Revenue (A)	13,991	524,656	524,656	-	524,656	-	524,656	-	524,656	-	524,656	-	-	3,147,936
Special Education Revenue		79,388	79,388	-	79,388	-	79,388	-	79,388	-	79,388	-	-	476,329
Grants														
Stimulus														
DYCD (Department of Youth and Commu														
Other									16,477					16,477
Other														
<b>TOTAL REVENUE FROM STATE SOURCES</b>		604,044	604,044	-	604,044	-	604,044	-	604,044	16,477	604,044	-	-	3,640,742
<b>REVENUE FROM FEDERAL FUNDING</b>														
IDEA Special Needs										18,000				18,000
Title I							7,344						29,376	36,720
Title Funding - Other							306						1,224	1,530
School Food Service (Free Lunch)			1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	1,503	15,030	
Grants														
Charter School Program (CSP) Planning														
Other														
Other														
<b>TOTAL REVENUE FROM FEDERAL SOURCES</b>			1,503	1,503	1,503	1,503	9,153	1,503	1,503	19,503	1,503	32,103	71,280	
<b>LOCAL and OTHER REVENUE</b>														
Contributions and Donations					20,000									20,000
Fundraising														
Erate Reimbursement												5,280	5,280	
Earnings on Investments														
Interest Income	167	167	167	167	167	167	167	167	167	167	167	167	2,000	
Food Service (Income from meals)			3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	3,200	32,000	
Text Book														
OTHER	1,035	1,035	1,035	1,035	1,035	1,035	1,035	1,035	1,035	1,035	1,035	1,035	12,421	
<b>TOTAL REVENUE FROM LOCAL and OTHER</b>	1,202	1,202	4,402	4,402	24,402	4,402	4,402	4,402	4,402	4,402	4,402	9,682	71,701	
<b>TOTAL REVENUE</b>	<b>605,246</b>	<b>605,246</b>	<b>5,905</b>	<b>609,949</b>	<b>25,905</b>	<b>609,949</b>	<b>13,555</b>	<b>609,949</b>	<b>22,382</b>	<b>627,949</b>	<b>5,905</b>	<b>41,785</b>	<b>3,783,723</b>	

**#REF!**  
**PROJECTED CASH FLOW FOR YEAR ONE OF OPERATIONS**  
**#REF!**

<b>Total Revenue</b>	605,246	605,246	5,905	609,949	25,905	609,949	13,555	609,949	22,382	627,949	5,905	41,785	3,783,723
<b>Total Expenses</b>	295,627	281,027	290,352	287,019	290,619	287,019	288,627	287,727	287,727	288,627	287,727	287,727	3,459,827
<b>Net Income</b>	309,619	324,219	(284,448)	322,930	(264,714)	322,930	(275,073)	322,222	(265,346)	339,322	(281,823)	(245,943)	323,896
<b>Cash Flow Adjustments</b>	(195,833)	(105,333)	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	(259,500)
<b>Beginning Cash Balance</b>	-	113,785	332,671	52,390	379,487	118,939	446,036	175,130	501,518	240,339	583,828	306,172	-
<b>Net Income</b>	113,785	332,671	52,390	379,487	118,939	446,036	175,130	501,518	240,339	583,828	306,172	64,396	64,396

	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
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**EXPENSES**

<b>ADMINISTRATIVE STAFF P</b> Positions													
Executive Management	-	-	-	-	-	-	-	-	-	-	-	-	-
Instructional Management	2.00	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	15,833	190,000
Deans, Directors & Coordinators	3.00	7,325	7,325	7,325	7,325	7,325	7,325	7,325	7,325	7,325	7,325	7,325	87,900
CFO / Director of Finance	-	-	-	-	-	-	-	-	-	-	-	-	-
Operation / Business Manager	1.00	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Administrative Staff	5.00	9,442	9,442	9,442	9,442	9,442	9,442	9,442	9,442	9,442	9,442	9,442	113,300
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>11.00</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>37,600</b>	<b>451,200</b>

<b>INSTRUCTIONAL PERSONNEL COSTS</b>													
Teachers - Regular	10.00	53,592	53,592	53,592	53,592	53,592	53,592	53,592	53,592	53,592	53,592	53,592	643,100
Teachers - SPED	2.00	10,150	10,150	10,150	10,150	10,150	10,150	10,150	10,150	10,150	10,150	10,150	121,800
Substitute Teachers	-	-	-	-	-	-	-	-	-	-	-	-	-
Teaching Assistants	6.00	18,208	18,208	18,208	18,208	18,208	18,208	18,208	18,208	18,208	18,208	18,208	218,495
Specially Teachers	4.50	20,453	20,453	20,453	20,453	20,453	20,453	20,453	20,453	20,453	20,453	20,453	245,436
Aides	-	-	-	-	-	-	-	-	-	-	-	-	-
Therapists & Counselors	1.00	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	6,008	72,100
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL INSTRUCTIONAL</b>	<b>23.50</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>108,411</b>	<b>1,300,931</b>

<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>													
Nurse	-	-	-	-	-	-	-	-	-	-	-	-	-
Librarian	-	-	-	-	-	-	-	-	-	-	-	-	-
Custodian	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	1,313	1,313	1,313	1,313	1,313	1,313	1,313	1,313	1,313	1,313	1,313	15,750
<b>TOTAL NON-INSTRUCTIONAL</b>	<b>-</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>1,313</b>	<b>15,750</b>

<b>SUBTOTAL PERSONNEL COSTS</b>	<b>34.50</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>147,323</b>	<b>1,767,881</b>
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<b>PAYROLL TAXES AND BENEFITS</b>													
Payroll Taxes	13,871	13,871	13,871	13,871	13,871	13,871	13,871	13,871	13,871	13,871	13,871	13,871	166,452
Fringe / Employee Benefits	19,443	19,443	19,443	19,443	19,443	19,443	19,443	19,443	19,443	19,443	19,443	19,443	233,318
Retirement / Pension	5,840	5,840	5,840	5,840	5,840	5,840	5,840	5,840	5,840	5,840	5,840	5,840	70,085
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>39,155</b>	<b>469,855</b>

<b>TOTAL PERSONNEL SERVICES</b>	<b>34.50</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>186,478</b>	<b>2,237,736</b>
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<b>CONTRACTED SERVICES</b>													
Accounting / Audit	-	-	-	-	3,600	-	-	-	-	-	-	-	3,600
Legal	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Company Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Nurse Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Food Service / School Lunch	-	-	7,530	7,530	7,530	7,530	7,530	7,530	7,530	7,530	7,530	7,530	75,301
Payroll Services	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	4,650	55,800
Special Ed Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Titlement Services (i.e. Title I)	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Purchased / Professional / Consulting	5,508	5,508	5,508	5,508	5,508	5,508	5,508	5,508	5,508	5,508	5,508	5,508	66,100
<b>TOTAL CONTRACTED SERVICES</b>	<b>10,158</b>	<b>10,158</b>	<b>17,688</b>	<b>17,688</b>	<b>21,288</b>	<b>17,688</b>	<b>17,688</b>	<b>17,688</b>	<b>17,688</b>	<b>17,688</b>	<b>17,688</b>	<b>17,688</b>	<b>200,801</b>

<b>SCHOOL OPERATIONS</b>													
Board Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Classroom / Teaching Supplies & Materials	4,710	4,710	4,710	4,710	4,710	4,710	4,710	4,710	4,710	4,710	4,710	4,710	56,520
Special Ed Supplies & Materials	-	-	-	-	-	-	-	-	-	-	-	-	-
Textbooks / Workbooks	3,333	3,333	3,333	-	-	-	-	-	-	-	-	-	10,000
Supplies & Materials other	2,123	2,123	2,123	2,123	2,123	2,123	2,123	2,123	2,123	2,123	2,123	2,123	25,477
Equipment / Furniture	900	900	-	-	-	-	900	-	-	900	-	-	2,700
Telephone	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Technology	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895	3,895	46,744
Student Testing & Assessment	-	-	105	105	105	105	105	105	105	105	105	105	1,050
Field Trips	-	-	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	11,700
Transportation (student)	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Services - other	-	-	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	1,420	14,200
Office Expense	6,072	6,072	6,072	6,072	6,072	6,072	6,072	6,072	6,072	6,072	6,072	6,072	72,864
Staff Development	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Staff Recruitment	-	-	-	-	-	-	708	708	708	708	708	708	4,250
Student Recruitment / Marketing	-	-	-	-	-	-	-	-	-	-	-	-	-
School Meals / Lunch	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel (Staff)	808	808	808	808	808	808	808	808	808	808	808	808	9,700
Fundraising	246	246	246	246	246	246	246	246	246	246	246	246	2,950
Other	193	193	193	193	193	193	193	193	193	193	193	193	2,320
<b>TOTAL SCHOOL OPERATIONS</b>	<b>23,131</b>	<b>24,031</b>	<b>25,826</b>	<b>22,493</b>	<b>22,493</b>	<b>22,493</b>	<b>24,101</b>	<b>23,201</b>	<b>23,201</b>	<b>24,101</b>	<b>23,201</b>	<b>23,201</b>	<b>281,475</b>

<b>FACILITY OPERATION &amp; MAINTENANCE</b>													
Insurance	15,500	-	-	-	-	-	-	-	-	-	-	-	15,500
Janitorial	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
Building and Land Rent / Lease	41,118	41,118	41,118	41,118	41,118	41,118	41,118	41,118	41,118	41,118	41,118	41,118	493,415
Repairs & Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Equipment / Furniture	-	-	-	-	-	-	-	-	-	-	-	-	-
Security	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Utilities	4,242	4,242	4,242	4,242	4,242	4,242	4,242	4,242	4,242	4,242	4,242	4,242	50,900
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>	<b>67,526</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>52,026</b>	<b>639,815</b>

<b>DEPRECIATION &amp; AMORTIZATION</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>50,000</b>
<b>DISSOLUTION ESCROW &amp; RESERVES</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>4,167</b>	<b>50,000</b>

<b>TOTAL EXPENSES</b>	<b>295,627</b>	<b>281,027</b>	<b>290,352</b>	<b>287,019</b>	<b>290,619</b>	<b>287,019</b>	<b>288,627</b>	<b>287,727</b>	<b>287,727</b>	<b>288,627</b>	<b>28</b>
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**PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD**

\*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. **Projected Five Year Budget on this Tab Should Be For the First**

**DESCRIPTION OF ASSUMPTIONS**

	3,783,723	5,553,418	7,364,502	8,360,742	8,491,675
<b>Total Revenue</b>	3,783,723	5,553,418	7,364,502	8,360,742	8,491,675
<b>Total Expenses</b>	3,459,827	4,623,811	5,733,873	6,451,366	6,651,143
<b>Net Income (Before Cash Flow Adjustments)</b>	323,896	929,607	1,630,629	1,909,376	1,840,532
<b>Actual Student Enrollment</b>	225	325	425	475	475
<b>Total Paid Student Enrollment</b>	225	325	425	475	475
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
	<b>*Year 1 should tie to Totals for Year 1 on Tabs 4</b>				
<b>REVENUE</b>	<b>Per Pupil Revenue Percentage Increase</b>				
<b>REVENUES FROM STATE SOURCES</b>	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>	<b>1.7%</b>
Per Pupil Revenue	CY Per Pupil Rate				
New York City	13,991	3,147,936	4,624,318	6,149,987	6,990,365
School District 2 (Enter Name)	-	-	-	-	-
School District 3 (Enter Name)	-	-	-	-	-
School District 4 (Enter Name)	-	-	-	-	-
School District 5 (Enter Name)	-	-	-	-	-
School District 6 (Enter Name)	-	-	-	-	-
School District 7 (Enter Name)	-	-	-	-	-
School District 8 (Enter Name)	-	-	-	-	-
School District 9 (Enter Name)	-	-	-	-	-
School District 10 (Enter Name)	-	-	-	-	-
School District 11 (Enter Name)	-	-	-	-	-
School District 12 (Enter Name)	-	-	-	-	-
School District 13 (Enter Name)	-	-	-	-	-
School District 14 (Enter Name)	-	-	-	-	-
School District 15 (Enter Name)	-	-	-	-	-
School District - ALL OTHER	-	-	-	-	-
TOTAL Per Pupil Revenue (Average Distr	13,991	3,147,936	4,624,318	6,149,987	6,990,365
Special Education Revenue	476,329	688,031	899,732	1,005,583	1,005,583
Grants	-	-	-	-	-
Stimulus	-	-	-	-	-
DYCD (Department of Youth and Community Develop	-	-	-	-	-
Other	-	-	-	-	-
Other	16,477	23,800	31,123	34,785	34,785
TOTAL REVENUE FROM STATE SOURCES	3,640,742	5,336,149	7,080,842	8,030,733	8,149,569
<b>REVENUE FROM FEDERAL FUNDING</b>					
IDEA Special Needs	18,000	40,500	58,500	76,500	85,500
Title I	36,720	52,877	68,740	76,989	76,989
Title Funding - Other	1,530	2,203	2,864	3,208	3,208
School Food Service (Free Lunch)	15,030	21,643	28,136	31,512	31,512
Grants	-	-	-	-	-
Charter School Program (CSP) Planning & Implementa	-	-	-	-	-
Other	-	-	-	-	-
Other	-	-	-	-	-
TOTAL REVENUE FROM FEDERAL SOURCES	71,280	117,223	158,240	188,209	197,209
<b>LOCAL and OTHER REVENUE</b>					
Contributions and Donations	20,000	20,000	24,000	28,500	30,000
Fundraising	-	-	-	-	-
Erate Reimbursement	5,280	13,200	14,520	15,972	17,569
Earnings on Investments	-	-	-	-	-
Interest Income	2,000	2,880	3,773	4,226	4,733
Food Service (Income from meals)	32,000	46,080	60,365	67,609	75,722
Text Book	-	-	-	-	-
OTHER	12,421	17,886	22,762	25,494	16,874
TOTAL REVENUE FROM LOCAL and OTHER SOURCES	71,701	100,046	125,420	141,800	144,897
<b>TOTAL REVENUE</b>	<b>3,783,723</b>	<b>5,553,418</b>	<b>7,364,502</b>	<b>8,360,742</b>	<b>8,491,675</b>

NYSTSL

Prospect Schools - Annual Fund contribution

Parent payments for school trips/events

#REF!						DESCRIPTION OF ASSUMPTIONS
<b>PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD</b>						
*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. <b>Projected Five Year Budget on this Tab Should Be For the First</b>						
		Year 1	Year 2	Year 3	Year 4	Year 5
		2015-16	2016-17	2017-18	2018-19	2019-20
<b>Total Revenue</b>		3,783,723	5,553,418	7,364,502	8,360,742	8,491,675
<b>Total Expenses</b>		3,459,827	4,623,811	5,733,873	6,451,366	6,651,143
<b>Net Income (Before Cash Flow Adjustments)</b>		323,896	929,607	1,630,629	1,909,376	1,840,532
<b>Actual Student Enrollment</b>		225	325	425	475	475
<b>Total Paid Student Enrollment</b>		225	325	425	475	475
<b>EXPENSES</b>						
<b>ADMINISTRATIVE STAFF PERSONNEL</b> Positions						
Executive Management		-	-	-	-	-
Instructional Management	2.00	190,000	205,000	220,000	226,600	233,398
Deans, Directors & Coordinators	3.00	87,900	150,538	155,053	219,705	226,296
CFO / Director of Finance		-	-	-	-	-
Operation / Business Manager	1.00	60,000	61,800	63,654	65,564	67,531
Administrative Staff	5.00	113,300	116,700	120,200	123,804	127,520
<b>TOTAL ADMINISTRATIVE STAFF</b>	<b>11.00</b>	<b>451,200</b>	<b>534,038</b>	<b>558,907</b>	<b>635,673</b>	<b>654,745</b>
<b>INSTRUCTIONAL PERSONNEL COSTS</b>						
Teachers - Regular	10.00	643,100	902,393	1,169,465	1,444,550	1,607,885
Teachers - SPED	2.00	121,800	185,454	251,018	258,549	266,304
Substitute Teachers		-	-	-	-	-
Teaching Assistants	6.00	218,495	295,049	373,901	385,118	326,671
Specialty Teachers	4.50	245,436	392,800	544,584	590,922	608,647
Aides		-	-	-	-	-
Therapists & Counselors	1.00	72,100	144,263	148,591	153,049	157,640
Other		-	-	-	-	-
<b>TOTAL INSTRUCTIONAL</b>	<b>23.50</b>	<b>1,300,931</b>	<b>1,919,959</b>	<b>2,487,559</b>	<b>2,832,188</b>	<b>2,967,147</b>
<b>NON-INSTRUCTIONAL PERSONNEL COSTS</b>						
Nurse		-	-	-	-	-
Librarian		-	-	-	-	-
Custodian		-	-	-	-	-
Security		-	-	-	-	-
Other		15,750	21,250	26,750	28,750	28,750
<b>TOTAL NON-INSTRUCTIONAL</b>		<b>15,750</b>	<b>21,250</b>	<b>26,750</b>	<b>28,750</b>	<b>28,750</b>
<b>SUBTOTAL PERSONNEL SERVICE</b>	<b>34.50</b>	<b>1,767,881</b>	<b>2,475,247</b>	<b>3,073,216</b>	<b>3,496,611</b>	<b>3,650,642</b>
<b>PAYROLL TAXES AND BENEFITS</b>						
Payroll Taxes		166,452	233,130	289,414	329,447	344,080
Fringe / Employee Benefits		233,318	345,612	421,478	463,626	463,626
Retirement / Pension		70,085	98,160	121,859	138,714	144,876
<b>TOTAL PAYROLL TAXES AND BENEFITS</b>		<b>469,855</b>	<b>676,902</b>	<b>832,751</b>	<b>931,787</b>	<b>952,582</b>
<b>TOTAL PERSONNEL SERVICE COSTS</b>	<b>34.50</b>	<b>2,237,736</b>	<b>3,152,149</b>	<b>3,905,967</b>	<b>4,428,398</b>	<b>4,603,224</b>
<b>CONTRACTED SERVICES</b>						
Accounting / Audit		3,600	4,800	6,400	9,500	10,000
Legal		-	-	-	-	-
Management Company Fee		-	-	-	-	-
Nurse Services		-	-	-	-	-
Food Service / School Lunch		75,301	108,434	140,964	157,880	157,880
Payroll Services		55,800	73,800	90,000	99,000	99,000
Special Ed Services		-	-	-	-	-
Titelment Services (i.e. Title I)		-	-	-	-	-
Other Purchased / Professional / Consulting		66,100	71,800	78,127	81,482	81,865
<b>TOTAL CONTRACTED SERVICES</b>		<b>200,801</b>	<b>258,834</b>	<b>315,491</b>	<b>347,862</b>	<b>348,745</b>
<b>SCHOOL OPERATIONS</b>						
Board Expenses		-	-	-	-	-
Classroom / Teaching Supplies & Materials		56,520	80,913	104,076	115,506	112,910
Special Ed Supplies & Materials		-	-	-	-	-
Textbooks / Workbooks		10,000	10,000	10,000	8,000	2,500
Supplies & Materials other		25,477	34,800	44,123	47,785	47,785
Equipment / Furniture		2,700	3,888	5,093	5,661	5,661
Telephone		9,000	9,900	10,890	11,979	13,177
Technology		46,744	43,471	62,302	64,604	66,334
Student Testing & Assessment		1,050	3,150	5,250	6,300	6,300
Field Trips		11,700	16,848	21,902	24,531	24,531
Transportation (student)		-	-	-	-	-
Student Services - other		14,200	20,348	26,941	29,724	29,879
Office Expense		72,864	93,314	113,514	123,764	123,764
Staff Development		12,000	14,750	17,500	17,500	17,500
Staff Recruitment		4,250	7,500	6,000	6,000	4,250
Student Recruitment / Marketing		-	-	-	-	-
School Meals / Lunch		-	-	-	-	-
Travel (Staff)		9,700	12,200	14,500	15,500	15,500
Fundraising		2,950	3,200	3,550	3,800	3,800
Other		2,320	2,634	3,140	3,260	3,300
<b>TOTAL SCHOOL OPERATIONS</b>		<b>281,475</b>	<b>356,916</b>	<b>448,781</b>	<b>483,914</b>	<b>477,191</b>
<b>FACILITY OPERATION &amp; MAINTENANCE</b>						
Insurance		15,500	17,825	21,747	25,009	26,510
Janitorial		50,000	51,500	53,045	54,636	56,275
Building and Land Rent / Lease		493,415	603,260	728,015	848,145	848,145
Repairs & Maintenance		-	-	-	-	-
Equipment / Furniture		-	-	-	-	-
Security		30,000	30,900	31,827	32,782	33,765
Utilities		50,900	52,427	54,000	55,620	57,288
<b>TOTAL FACILITY OPERATION &amp; MAINTENANCE</b>		<b>639,815</b>	<b>755,912</b>	<b>888,634</b>	<b>1,016,192</b>	<b>1,021,983</b>
<b>DEPRECIATION &amp; AMORTIZATION</b>						
		50,000	50,000	75,000	75,000	100,000
<b>DISSOLUTION ESCROW &amp; RESERVES / CONTINGENCY</b>						
		50,000	50,000	100,000	100,000	100,000
<b>TOTAL EXPENSES</b>		<b>3,459,827</b>	<b>4,623,811</b>	<b>5,733,873</b>	<b>6,451,366</b>	<b>6,651,143</b>
<b>NET INCOME</b>		<b>323,896</b>	<b>929,607</b>	<b>1,630,629</b>	<b>1,909,376</b>	<b>1,840,532</b>

2 principals  
Add Dean in Y2, second in Y4

Ops Manager

Add 4 per year (2 ES, 2 MS)  
Add 1 per year in Y1-3

Add 2 per year (ES only)  
Add 2 in Y2, 2.5 in Y3, .5 in Y4

Add second counselor in Y2

Leadership stipends

Student meals, Staff meals (Red Rabbit)  
ADP TotalSource

Pasek Consulting  
Program Dev, Temps, Library, Coaches

Board Development  
Classroom, Art, Lab, Library

IB, Other, NYSTL, Summer Academy  
Athletic

All Tech categories except Telephone

Field Trips, Special Events

Arts, After-school programming  
Nurse

Board, Staff Recruitment

Snack  
Travel, Meals, Staff Special Events  
PTSO, Volunteer Expenses  
Dues/Subscriptions, Interest, Service Charges

Custodian

HVAC, Elevator, Other Facility, Moving/Storage  
Gen Supplies, Kitchen Supplies  
Security, Permits

#REF!						DESCRIPTION OF ASSUMPTIONS
<b>PROJECTED BUDGET / OPERATING PLAN FOR INITIAL CHARTER PERIOD</b>						
*NOTE: If a Planning Year is Taken in the Beginning of the Charter, the Charter Will Be Extended to Encompass Five Years of Operation. <b>Projected Five Year Budget on this Tab Should Be For the First</b>						
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<b>Net Income (Before Cash Flow Adjustments)</b>	323,896	929,607	1,630,629	1,909,376	1,840,532	
<b>Actual Student Enrollment</b>	225	325	425	475	475	
<b>Total Paid Student Enrollment</b>	225	325	425	475	475	
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	
<b>ENROLLMENT - *School Districts Are Linked To Above Entries*</b>						
New York City	225	325	425	475	475	
School District 2 (Enter Name)	-	-	-	-	-	
School District 3 (Enter Name)	-	-	-	-	-	
School District 4 (Enter Name)	-	-	-	-	-	
School District 5 (Enter Name)	-	-	-	-	-	
School District 6 (Enter Name)	-	-	-	-	-	
School District 7 (Enter Name)	-	-	-	-	-	
School District 8 (Enter Name)	-	-	-	-	-	
School District 9 (Enter Name)	-	-	-	-	-	
School District 10 (Enter Name)	-	-	-	-	-	
School District 11 (Enter Name)	-	-	-	-	-	
School District 12 (Enter Name)	-	-	-	-	-	
School District 13 (Enter Name)	-	-	-	-	-	
School District 14 (Enter Name)	-	-	-	-	-	
School District 15 (Enter Name)	-	-	-	-	-	
School District - ALL OTHER	-	-	-	-	-	
<b>TOTAL ENROLLMENT</b>	<b>225</b>	<b>325</b>	<b>425</b>	<b>475</b>	<b>475</b>	
<b>REVENUE PER PUPIL</b>	<b>16,817</b>	<b>17,087</b>	<b>17,328</b>	<b>17,602</b>	<b>17,877</b>	
<b>EXPENSES PER PUPIL</b>	<b>15,377</b>	<b>14,227</b>	<b>13,491</b>	<b>13,582</b>	<b>14,002</b>	
<b>CASH FLOW ADJUSTMENTS</b>						
<b>OPERATING ACTIVITIES</b>						
Example - Add Back Depreciation	50,000	50,000	75,000	75,000	100,000	
Other	-	-	-	-	-	
Total Operating Activities	50,000	50,000	75,000	75,000	100,000	
<b>INVESTMENT ACTIVITIES</b>						
Example - Subtract Property and Equipment Expenditures	(309,500)	(287,000)	(318,000)	(82,000)	(150,500)	
Other	-	-	-	-	-	
Total Investment Activities	(309,500)	(287,000)	(318,000)	(82,000)	(150,500)	
<b>FINANCING ACTIVITIES</b>						
Example - Add Expected Proceeds from a Loan or Line of	-	-	-	-	-	
Other	-	-	-	-	-	
Total Financing Activities	-	-	-	-	-	
<b>Total Cash Flow Adjustments</b>	<b>(259,500)</b>	<b>(237,000)</b>	<b>(243,000)</b>	<b>(7,000)</b>	<b>(50,500)</b>	
<b>NET INCOME</b>	<b>64,396</b>	<b>692,607</b>	<b>1,387,629</b>	<b>1,902,376</b>	<b>1,790,032</b>	
<b>Beginning Cash Balance</b>	-	64,396	757,003	2,144,632	4,047,008	
<b>ENDING CASH BALANCE</b>	<b>64,396</b>	<b>757,003</b>	<b>2,144,632</b>	<b>4,047,008</b>	<b>5,837,040</b>	

## 23. Action Plan

The following action plan<sup>1</sup> has been developed by the leadership team of BPCS. This plan represents the scope of preparations that BPCS will conduct in the time before our proposed middle school opens for the 2015-2016 school year.

### **Pre-Opening To-Do List and Timeline:**

Academic Program and School Administration: Page 2

School Management and Operations: Page 3

Organizational Viability: Page 4

Facility: Page 5

### **Key Personnel:**

Dan Rubenstein, Executive Director: DR

Operations Manager<sup>2</sup>: OM

Roger Fortune, Board Member: RF

Penny Marzuli, Director of Development: PM

Daniel Brink-Washington, Student Support Services: DBW

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<sup>1</sup> Action plan is subject to change.

<sup>2</sup> Operations Manager position is currently unfilled.

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>Academic Program and School Administration</b>													
Recruit and hire appropriately qualified staff. Hiring operations manager is high priority. Procure letters of intent from teachers.	DR Oct – Sep												
Pursue fingerprint supported background checks for school personnel, and provide for Emergency Conditional Appointments as necessary.	DO Jan – Sep												
Provision classrooms appropriately.	DR Jan – Aug												
Prepare school calendar (in conjunction with BPCS Windsor Terrace) and distribute to families.	DR Jan – Feb												
Prepare class schedules and distribute to teachers.	DR May – Sep												
Make arrangements to provide a range of special education services.	DBW Jan – Sep												

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>School Management and Operations</b>													
Make arrangements to provide nutrition services to the school's students.	DO Jun – Sep												
Ensure that appropriate food and beverage storage is available at the school.	DO Jun – Sep												
Contact school district of location or appropriate entity to arrange for school nurse, recruit and hire a school nurse, or arrange shared use of existing school nurse.	DO Jun – Aug												
Ensure that all students are appropriately immunized, or are excused from so being.	Registrar Jun – Sep												
Ensure that the school will have the proper number of defibrillators and trained staff. CPR course will be delivered yearly at the BPCS Windsor Terrace location.	DO Jun – Aug												
Facilitate transportation services with students' districts of residence, including assisting parents with requests for transportation prior to April 1 <sup>st</sup> .	DO Jan – Mar												
Arrange for supplemental transportation services.	DO Mar – May												

	Person in charge	Oct '14	Nov '14	Dec '14	Jan '15	Feb '15	Mar '15	Apr '15	May '15	Jun '15	Jul '15	Aug '15	Sep '15
<b>Organizational Viability</b>													
Submit Student Application for Admission (same for all of BPCS) and send it to the Institute by December 30 <sup>th</sup> .	DR Dec												
Plan and document student recruitment and school marketing efforts by January 16 <sup>th</sup> .	DR, PM Jan												
Define application period and set a lottery date.	DR Jan												
Conduct the lottery after April 1 <sup>st</sup> at BPCS Windsor Terrace office.	DR Apr												
Notify parents and guardians of the results of the lottery.	DR Apr												
Complete the Application and Admission Summary and submit it to the Institute by May 1.	DR Apr – May												
Request student records from students' former schools.	DR Apr – Sep												
Arrange for separate locked storage for students' academic and health records.	DO Apr – Aug												
Set up student files with proper FERPA protections and procedures.	DR Jul – Sep												
Update School insurance policy.	DR Jan – Jul												
Create life safety procedures and train teachers accordingly.	OM Jul – Aug												
Write a plan and procedures to control access to the building (joint school leaders).	DO May												
Hire necessary security personnel, if needed.	DO May – Aug												
Ensure that there is adequate signage and that the building is numbered for emergency response.	DO Jul												

	Person in charge	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Facility</b>													
Finalize location of proposed school and notify Institute and SED within 10 days of identification.	RF/DR Oct 30												
Update school insurance policy.	DR/DO Jan – Jul												
Create life safety procedures and train teachers accordingly.	OM Jul – Aug												
Draft school SAVE plan and submit it to SED and Institute (collaborate with co locating school).	DR Aug – Sep												
Write a plan and procedures to control access to the building (joint school leaders).	DO May												
Hire necessary security personnel, if needed.	DO May – Aug												
Ensure that there is adequate signage and that the building is numbered for emergency response.	DO Jul												