



## Hebrew Language Academy

CHARTER SCHOOL

Annual Board of Trustees Meeting

Wednesday, June 26<sup>th</sup>

6 pm

2186 Mill Avenue, Brooklyn, NY 11234

### AGENDA

1. **Call to Order and Reminder to Sign Up for Public Comments**
2. **Public Comments (Parents, Staff, Community)**
3. **PTO Report**
4. **Adoption of June 2019 Agenda**
5. **Approval of May 2019 Minutes**
6. **Leadership Report (including June 2019 Dashboard)**
7. **Action Item(s):**
  - a. Approval of 2019-2020 Board Calendar
  - b. Approval of 2019-2020 Budget
  - c. Approval of 2019-2020 Recommended Vendors
  - d. Approval of Renewed Board Terms for Mike Tobman and Stella Binkevich
  - e. Election of Recommended 2019-2020 Board Slate:
    1. Shari Miller, Chair
    2. Mike Tobman, Vice Chair
    3. Ellen Green, Treasurer
    4. Brian Tobin, Secretary
  - f. Approval of the renewal of the CMO agreement with Hebrew Public for the current charter term ending June 30, 2022
8. **Executive Session (if needed)**
9. **Adjournment**



# Hebrew Language Academy

## CHARTER SCHOOL

Board of Trustees Meeting

Tuesday, May 28 – 6 PM

2186 Mill Avenue, Brooklyn, NY 11234

### Minutes

#### **Trustees Present**

Stella Binkevich\*

Ellen Green

Shari Lipner

Brian Tobin\*

Elly Rosenthal\*

#### **Also Present**

Mark Fink, Hebrew Public\*

Jennice Hyde, Interim Head of School

Arleen Danon, Director of Hebrew Studies

Lyvette Robles, Assistant Director of School Operations

Lauren Weinstein, Intervention/Literacy

#### **5 HLA Community Members**

##### **I. Call to Order**

Shari Lipner called the meeting to order at 6:02 pm and reminded everyone in attendance to sign up for public comments if they wished to speak. She` also informed the board that board member and vice-chair, Mike Tobman had recused himself from this meeting due to a potential conflict regarding a personnel matter.

##### **2. Public Comments**

I Community Member commented on school safety.

I Community Member spoke about the enrichment program.

I Community Member spoke about discipline in the middle school.

I Community Member asked about the school leadership structure for the upcoming school year.

### 3. PTO Report

The PTO report contained the following:

- a. A pop up sale to raise funds for the school is being sponsored by the PTO and taking place this month.
- b. The annual school carnival was set to take place on June 21<sup>st</sup>.
- c. A sip and paint event was upcoming.

### 4. Adoption of Agenda(s)

Ellen Green made a motion to adopt the May 2019 agenda. Elly Rosenthal seconded and the motion carried unanimously.

### 5. Approval of Minutes

Ellen Green made a motion to approve the April 2019 minutes. Stella Binkevich seconded and the motion carried unanimously.

### 6. Leadership Report

The board was informed of the following:

- a. Next year's leadership structure will have a new permanent Head of School, an assistant head of school for instruction and assistant deans for grades K-4 and 5-8.
- b. The student performance of HLA TV Musical is taking place Wednesday May 29<sup>th</sup>. Anyone who misses the performance will have a chance to view it as a recording.
- c. Summer school letters have been sent out. HLA will host summer school from July 9<sup>th</sup> through August 2<sup>nd</sup>.
- d. The enrichment program will continue into the next school year with programs created for Hebrew, Guided Reading, Individualized Reading, Advanced Math and OLAM.
- e. State testing continues with math and science exams going into June.
- f. Israeli scouts will visit the school on June 4<sup>th</sup>.
- g. Planning continues for the Israel Day Celebration in June.
- h. Approx. 30 students will take the Hebrew Regents in June.
- i. All the new security measures had been implemented. Security guards are continuously circling the school and its parameter.
- j. The school staff and board of trustees congratulated staff members, Sasha Kogan and Mira Yusuprov on becoming mothers and Arleen Danon on the birth of a grandchild.

### 7. Action Item(s)

- a. Approval to Authorize the CMO to Offer Hadar Dohn the Head of School Position for the 2019-2020 School year.  
After a brief discussion, Shari Lipner made a motion to authorize the CMO to offer candidate Hadar Dohn the Head of School position for the 2019-2020 school year. Stella Binkevich seconded and the motion carried unanimously.
- b. Approval of the 2019-2020 Instructional Calendar  
After viewing the calendar, Ellen Green made a motion to approve the 2019-2020 Instructional calendar. Elly Rosenthal seconded and the motion carried unanimously.

8. Adjournment

Shari Lipner made a motion to adjourn. Elly Rosenthal seconded and the motion carried unanimously. The meeting was adjourned at 7:29 pm.



**Hebrew Language Academy**  
CHARTER SCHOOL

**2019-2020**

**Board Meetings Calendar**

**All meetings begin at 6 pm**

<b>2019</b>
Tuesday July 23 <sup>rd</sup>
Tuesday August 20 <sup>th</sup>
Tuesday September 17 <sup>th</sup>
Tuesday October 22 <sup>nd</sup>
Tuesday November 19 <sup>th</sup>
Tuesday December 10 <sup>th</sup>
<b>2020</b>
Tuesday January 14 <sup>th</sup>
Tuesday February 11 <sup>th</sup>
Tuesday March 24 <sup>th</sup>
Tuesday April 21 <sup>st</sup>
Tuesday May 19 <sup>th</sup>
Tuesday June 23 <sup>rd</sup>

**Educational Services Agreement**

between

**National Center for Hebrew Language Charter School Excellence  
and Development, Inc. d/b/a Hebrew Public**

and

**Hebrew Language Academy Charter School**

## **EDUCATIONAL SERVICES AGREEMENT**

**THIS EDUCATIONAL SERVICES AGREEMENT** (the “Agreement”) is made and entered into as of May 15, 2019 by and between **National Center for Hebrew Language Charter School Excellence and Development, Inc. d/b/a Hebrew Public (“HP”)**, a Delaware non-stock corporation with authority to do business in New York State with its principal place of business located at 555 Eighth Avenue, Suite 1703, New York, New York 10018, and **Hebrew Language Academy Charter School (“HLA”)**, a New York education corporation having an address of 2186 Mill Avenue, Brooklyn, NY 11234 . Together, HP and HLA shall be referred to as the “Parties” and each separately as a “Party.”

**WHEREAS**, HP is an educational service provider with the qualifications, experience, and expertise necessary to effectively provide essential programming and services to charter schools; and

**WHEREAS**, HLA, led by the Board of Trustees (the “Board”) has a charter (the “Charter”) from the New York State Board of Regents with the New York City Department of Education as its authorizer (the “Authorizer”) to operate a charter school in the State of New York (the “State”) pursuant to certain terms and conditions set forth in an approved Charter Application and subsequent Renewal Applications made and approved from time to time incorporated into a Charter Agreement between the Board and the Authorizer (the “Charter Agreement”) as amended from time to time, which shall be incorporated by reference into this Agreement; and

**WHEREAS**, HLA shall operate the School (the “School”) in accordance with its Charter and the Charter Agreement; and

**WHEREAS**, HLA is entering into this Agreement with HP in order to meet its obligations under the Charter, specifically its commitment to providing a high-quality education for students enrolled at the School; and

**WHEREAS**, it is the intention of the Parties to create a relationship based on trust, common educational objectives, and clear accountability, through which the Parties will work together to deliver an exceptional education program and experience to the students enrolled at the School; and

**WHEREAS**, the Parties wish to define their relationship and set forth the terms and conditions of their respective rights and responsibilities to each other;

**NOW, THEREFORE**, in consideration of the recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

**I. TERM AND RENEWAL.** The term of this Agreement shall commence as of July 1, 2019 (the “Effective Date”) and shall continue through June 30, 2022 (the “Term”) unless terminated prior to such date in accordance with Section II below. The Parties agree to give written notice of their intent to renew or not to renew this Agreement on or before and should both Parties desire to renew the Agreement, they shall work diligently to negotiate such agreement by. Notwithstanding the foregoing, the Term shall not extend beyond the term of the Charter.

## **2. REPRESENTATIONS AND WARRANTIES**

**a. Representations and Warranties of HP.** HP represents and warrants as follows:

- i. Organization and Tax-Exempt Status; Authority. HP is a not-profit corporation duly organized under the laws of Delaware with authority to do business in New York and was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. HP possesses, or will take steps to secure, the requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes the valid and binding obligations of HP, enforceable against HP in accordance with its terms.
- ii. Conduct of HP. The Services (defined in Section IV below) provided by HP under this Agreement shall comply with the Charter and all applicable local, State, and federal laws and regulations.
- iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of HPs’ knowledge threatened against HP that would have a material adverse effect on HP’s ability to perform the Services contemplated by this Agreement. HP further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.
- iv. Capacity. HP currently provides services to other charter schools within its network and will likely during the Term of this Agreement add additional charter schools to its network and provide various services to those schools as well. Regardless of the number of other schools to which HP shall provide services, HP warrants and represent that it shall at all times during the Term of this Agreement employ and otherwise contract with staff in such numbers as shall be required for HP to effectively deliver to the School the Services required under this Agreement.
- v. Full Disclosure. No representation or warranty of HP herein and no statement, information, or certificate furnished or to be furnished by HP



pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which HLA would reasonably need to rely to perform its obligations under this Agreement.

**b. Representations and Warranties of HLA.** HLA represents and warrants as follows:

- i. Organization and Tax Exempt Status; Authority: HLA is an education corporation with the legal authority to operate charter school in New York State and contract with HP for the Services contemplated in this Agreement. HLA was granted tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and shall at all times during the Term maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. Should for any reason the terms of this Agreement cause the Internal Revenue Service to notify the School that this Agreement does not conform with the School's tax exemption previously granted, HP and the School shall in good faith work collaboratively to make such modifications as may be reasonably required to assuage the Service's concerns and preserve the School's tax exempt status. The School operated by HLA is now, and shall at all times throughout the Term remain, a charter school in good standing with the Authorizer.
- ii. Authority. HLA possesses the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes a valid and binding obligation of HLA, enforceable against HLA in accordance with its terms.
- iii. Litigation; Bankruptcy. There is no suit, claim, action or proceeding now pending or, to the best of HLA's knowledge threatened against HLA that would have a material adverse effect on HLA's financials or Charter. HLA further represents that it has not filed for bankruptcy protection and is not currently under receivership or otherwise the subject of a bankruptcy proceeding.
- iv. Full Disclosure. No representation or warranty of HLA herein and no statement, information, or certificate furnished or to be furnished by HLA pursuant hereto or in connection with this Agreement contains any untrue statement of material fact or omits a material fact on which HP would reasonably need to rely to perform its obligations under this Agreement.
- v. Conduct of HLA. HLA has materially complied, and at all times during the Term shall materially comply, with all local, State, and federal laws and regulations that are applicable to HLA, which include, but are not limited to, the Internal Revenue Code, the Family Educational Rights and Privacy Act, New York State Education Law and regulations including the Charter School Act and implementing regulations, the Not-for-Profit Corporation Law, Public Officers Law and General Municipal Law, as well as its By-Laws,

its Financial Policies and Procedures, and other such policies and procedures as the Board may adopt (collectively, the “Laws and Regulations”). HLA has maintained and will maintain adequate records of the activities and decisions of HLA and the School to ensure and document compliance with all such laws and regulations. HLA agrees to provide HP with copies of all such records and to allow HP to, at HP discretion, assist with the preparation and retention of such records to ensure that, among other things, HP may perform all services and duties set forth in this Agreement in compliance with the Laws and Regulations. Except as so delegated to HP herein (unless such delegation is prohibited by applicable law), HLA shall at all times retain all rights and responsibilities under the Charter.

### **3. DELEGATION AND RESPONSIBILITY**

- a. General.** HLA hereby authorizes HP to undertake on its behalf the functions specified in this Agreement with regard to the business, administrative and academic services of HLA, it being understood that, at all times, HP shall remain accountable and subject to the oversight of the Board (and the Authorizer and other State authorities, if applicable) and the Board shall retain the ultimate rights and duties of oversight of HLA and the School pursuant to the Charter and applicable law, including, but not limited to, retention of independent fiduciary oversight and authority over HLA’s budget. The Board further authorizes HP to take such reasonable actions that may not be expressly set forth in this Agreement, but which shall be implied as necessary in HPs’ judgment to properly and efficiently provide services to HLA and the School, provided such actions are consistent with the Charter, applicable laws, and the annual HLA budget approved by the Board. Furthermore, HLA hereby designates employees of HP, to the extent permitted by law, as agents of HLA having a legitimate educational interest such that they are entitled to access education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”). HP, its officers, and employees shall perform its duties in a manner consistent with the obligations of HLA under FERPA.
- b. Right to Subcontract.** HP may subcontract any function or service it is obligated to provide hereunder, provided that subcontracts entered into on behalf of the School obligate the subcontractor to maintain confidentiality of education records in accordance with FERPA, no such subcontract shall relieve or discharge HP from any obligation or liability under this Agreement except as set forth in the Charter Agreement or as approved by the Board, and in no event shall HP subcontract more than half of the functions or services it has undertaken to provide.

### **4. DUTIES AND OBLIGATIONS**

a. **Duties and Obligations of Hebrew Public.** Throughout the Term of this Agreement, HP shall provide certain educational and operational services (the “Services”) in consultation with and in communication with the Board and the Head of School and School Leadership Team as applicable:

i. Education and Instruction-Related Services

1. Provide curriculum and instruction support relating to English Language Arts; Mathematics; Social Studies; Science; Israel Studies; and Hebrew Studies.
2. Advise HLA regarding the acquisition of instructional and curricular materials, educational technology, and supplies.
3. Provide HLA with access to, and support in the use of, a School or web-based student information system (in addition to ATS).
4. Provide support in the analysis of student performance data.
5. Advise HLA in programmatic areas including but not limited to: special education services; services for English Language Learners; student behavior and classroom management; discipline code and code of conduct; supplemental educational services; school culture; interim and formative student assessments; differentiation of instruction and of program.

ii. Business Operations

1. Advise HLA regarding facilities financing.
2. Oversee facilities build-outs, landlord relations, and facilities management.
3. Review vendor contracts and provide support in vendor relationship management.
4. Support HLA’s Operations Director in operational areas such as school meals, school safety, purchasing, technology and telecommunications, including providing support working with 3<sup>rd</sup> party vendors/service providers.

iii. Human Resources and Employment-Related Services

1. Support the recruitment and screening of all school-based staff.
2. Advise and support HLA in the creation of career pathways for instructional staff, performance-based compensation, benefits, and related human capital issues.

3. Advise HLA about performance assessment and staff evaluation functions.
  4. Conduct along with the Board the annual evaluation of the Head of School.
  5. Advise and support the creation of staff position descriptions.
- iv. Budgeting and Financial Services
1. On HLA's behalf and in coordination with the most senior School-based finance staff member (if applicable), serve as liaison to Charter School Business Management ("CSBM") and related financial service vendors (e.g., auditors), and oversee with the Board Treasurer and Finance Committee the work of such vendors (and School-based employees, if applicable) in preparing financial reports, financial statements, annual audits, financial controls and policies.
  2. Provide oversight of annual budgeting processes.
  3. Supervise the procurement of insurance.
  4. Along with CSBM, supervise bank reconciliations.
  5. Advise the Board regarding the approval of expenses and provide oversight of purchasing in accordance with the School's Financial Policies and Procedures, as may be amended from time to time.
- v. Student Recruitment
1. Advise and support HLA regarding student recruitment plans, marketing materials, and recruitment-related community outreach, including planning and preparing for the annual lottery and ensuring a diverse student enrollment reflective of the communities served by HLA.
- vi. Governance & Leadership
1. Provide ongoing supervision, mentoring, and support to the Head of School.
  2. Provide ongoing mentoring and support to the Head of School and the School Leadership Team.
  3. Assist with Board member recruitment and development.
  4. Facilitate annual Board evaluation process.

5. Support the work of Board committees.
  6. Provide logistical support, including the recording of minutes and maintenance of records, for Board meetings.
  7. Work with the Board and School Leadership Team to coordinate and prepare all communication with the Authorizer and other public entities, including amendments, renewals, annual inspections, authorizer visits, and authorizer data requests.
  8. Provide support for meetings with community based organizations and community stakeholders.
- vii. Marketing & Communications.
1. Supervise the development of school-based marketing collateral.
  2. Advise HLA staff and Board members about stakeholder communication best practices.
  3. Assist in interactions and communication with the press and Authorizer.
  4. Advise regarding HLA's use of social media, including the School's website and Facebook page.
- viii. Fundraising. Advise the Board and Parent Organization regarding school-based fundraising, and share best practices relating thereto from across the HP network of schools.
- ix. Research & Evaluation
1. Disseminate best practices from network schools and create networking opportunities for cross-school professional development and collaboration.
  2. Connect HLA with mission-aligned organizations to bring in new and emerging practices in areas such as literacy instruction; Israel Studies; education technology; Hebrew language acquisition; and diverse schools.
  3. Assist HLA in evaluating program effectiveness, both generally and with a focus on distinct subgroups such as students with special needs, English language learners, and students from low-income families.
- x. Presence of HP employees or contractors at the School.
- All employees or contractors of HP who have direct, regular contact with students at an HLA school shall be subject to fingerprint-based

criminal background investigations and checks in compliance with applicable laws.

**b. Duties and Obligations of HLA shall include but not be limited to**

- i. Approval of School Policies. With recommendations and guidance to be provided by HP and each School's School Leadership Team, the Board shall create and adopt policies for the School, which shall be consistent with the Charter and applicable law.
- ii. Approval of the School Budget. In accordance with the Charter and the requirements of this Agreement, the Board shall work diligently with HP to approve the annual budget within sixty (60) days of submission of the proposed budget by HP to the Board in accordance with this Agreement.
- iii. Maintenance of Charter. The Board shall do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may be imposed by the Authorizer, are fully complied with at all times. If the Board shall at any time receive notice from any public authority or other person that HLA is or may be in violation of its provisional Charter or any applicable law or regulation governing the charter School it operates the Board shall immediately notify HP of the alleged violation and shall thereafter work diligently with HP to investigate such alleged violation, to determine whether such alleged violation in fact exists, to promptly respond to the complaining Party and to correct any violation found to exist.
- iv. Mission and Program Alignment. HLA shall take all appropriate actions to maintain consistency with the shared mission of operating an exceptional, diverse public charter school that teaches Modern Hebrew to children of all backgrounds and prepares them to become productive global citizens.
- v. Providing Information and Documentation. HLA shall furnish HP with documents, including litigation documents, records, and all other information necessary for HP to fully and effectively provide its Services and support and otherwise carry out its duties under this Agreement.
- vi. Receipt and timely review of any complaints or grievances. HLA shall establish a procedure for the receipt and timely review of complaints or grievances by any parent, community individual or institution.
- vii. Part of Network. HLA will prominently identify itself in any published materials and in HLA-controlled social media, including promotional and publicity materials, press releases, and other marketing materials, the HLA website, and the HLA Facebook page, as part of the Hebrew Public

Network of Schools, or such other descriptive term as is later specified by HP.

- viii. Tax Status. In accordance with the Charter and applicable law, the Board shall take all steps required to obtain and maintain HLA's status as a tax-exempt organization under federal and State law such that contributions to HLA are deductible to the donor for federal income tax purposes. In the event of arbitration, the Board and HP shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining HLA's tax-exempt status.
  - ix. Leadership Team. The Board will work closely with HP in recruiting and selecting the members of the staff Leadership Team, including the Head of School and all staff Directors. Prior to any decision to hire a candidate for one of these positions, the Board shall ensure that HP has the opportunity to participate in the hiring process, meet with the top candidates for such positions, and provide the Board with its assessment of any candidate under consideration.
  - x. Public Statements. HLA's Board and staff will not make statements to, or release information to the press or media organizations about its relationship with HP without first consulting with HP.
  - xi. Visits. HLA will provide access to the School for visits led by HP staff and board members. HP will cooperate with HLA to minimize any impact on the School of such visits.
  - xii. Board. HLA agrees to maintain an active, competent, and accountable Board that adheres to best practices in governance and fiduciary responsibility, and whose members demonstrate commitment to the School's mission.
  - xiii. Coordination of Fundraising. HLA agrees to coordinate its fundraising efforts with HP, to avoid conflicting or duplicating efforts.
  - xiv. Engagement of Professional Service Providers. The Board shall directly select, retain, utilize (as needed) and compensate a law firm, accounting firm and auditing firm to provide services required by HLA as may be required by Law, the Charter and as otherwise needed from time to time.
5. **FEES.** In consideration for the Services provided by HP to HLA, HP shall be paid a management fee equal to 10% of Gross Revenues (the "Management Fee").

Gross Revenues shall be defined as all such funding provided by the State, federal, and local government (if applicable) to HLA but shall exclude any private grant funding, competitive government grants or other charitable contribution awarded to HLA, and shall also exclude any funding whose terms and restrictions prevent it from being used

toward calculation of the Management Fee. The Management Fee shall be payable in four (4) quarterly installments, beginning in the first year of the Term with September 1 (and each September 1 thereafter) and thereafter on December 1, March 1 and June 1 of each year during the Term. HP may impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after the aforesaid due dates, unless receipt of revenue by HLA is delayed for reasons beyond the control of HLA. In this event, HLA shall make such payment no later than thirty (30) days after it receives a scheduled disbursement, and HP shall impose an interest rate of ten percent (10%) per annum on all fees that remain unpaid fifteen (15) days after the new due date set forth above.

**6. PROPRIETARY WORKS.** HLA acknowledges that HP owns and shall own all existing, and hereafter created, copyrights and other intellectual property rights with respect to all works of authorship, inventions and work product including, instructional materials, training materials, curriculum and lesson plans, and any other materials, teaching methodologies, school management methodologies, and all improvements, modifications, and derivative works thereof that are created, invented or developed by (i) HP, its employees, agents or subcontractors, or (ii) an individual employed or retained by HLA within the scope of such employment or retention if such work of authorship, invention or work product utilizes ideas or products developed by HP (collectively, the "Proprietary Works"). HP hereby grants HLA a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use Proprietary Works as necessary or desirable to operate the School during the Term of this Agreement. HLA shall, upon request, cause all persons who create, invent or develop Proprietary Works, as defined herein, for HLA to assign to HP in writing their intellectual property rights in such works. Upon HPs' reasonable request, HLA will provide HP with copies of all Proprietary Works. This Section 6 shall survive termination of this Agreement, however (i) nothing herein shall be deemed to prevent HLA from accessing curriculum or other materials that HP has published on-line or otherwise made publicly available, subject only to the requirement that such curriculum or other materials be attributed to HP and (ii) HP shall inform HLA if any of the curriculum or other materials, including updates thereto, are not publicly available or will be withdrawn from public availability during the coming school year.

**7. USE OF NAME.** HP hereby grants HLA a non-exclusive, non-sublicensable, non-transferable, royalty-free license to use the names and trademarks HP and any logos provided to HLA by HP (the "Trademarks") in connection with the operation of the School and for the benefit of the School and all promotional activities in connection therewith, subject to the following conditions: HLA agrees that it will (i) not use or register any domain name containing "HP", (ii) use only any website, social, wireless, mobile or other media network or application provided by HP for HLA or the School' use; (iii) not set up its own official site, page or venue in any social media or user-generated content media (including Facebook, Twitter and YouTube) without prior written consent of HP; (iv) use the Trademarks in compliance with all reasonable notices and guidelines provided by HP; and (v) use the Trademarks in a dignified manner in



accordance with reputable trademark practices. HLA shall acquire no rights in the Trademarks, and all goodwill of the Trademarks shall inure to the benefit of and remain with HP. HP shall have pre-approval rights for each form and manner of public display of the Trademarks. HLA agrees to use the Trademarks only in connection with high-quality educational services reflecting favorably on the reputation and goodwill of HP and, at HP request, to provide HP with representative samples of materials used by HLA bearing the Trademarks. If HP objects to any such materials for not properly using the Trademarks or for not being of sufficient quality, HLA will promptly make all appropriate corrections. Should this Agreement be terminated or not renewed for any reason, HLA shall, as soon as practicable but not later than the end of the school year in which this Agreement may be terminated or not renewed, petition the Authorizer to revise its Charter to remove any reference to HP and diligently follow such petition through to its completion. Upon the effectiveness of such revision and removal, HLA will cease all further use of the Trademarks, return all materials promptly to HP and cease to refer to itself as a school managed or otherwise affiliated with HP (provided no continued affiliation is otherwise agreed-upon). This Section 7 shall survive the termination of this Agreement.

## 8. INDEMNIFICATION

- a. **Indemnification.** HLA and HP do hereby agree that each Party shall be solely responsible for each Party's own acts and omissions as well as the acts and omissions of each Party's own board of directors or trustees, partners, officers, employees, agents, and representatives. Each Party to this Agreement (acting as indemnitor) does hereby indemnify and hold harmless the other, and its respective board of directors or trustees, partners, officers, employees, agents, representatives, and attorneys, from and against any and all claims, actions, damages, expenses, losses or awards, including any suits or claims seeking non-monetary or injunctive relief, which arise out of (i) the negligence of the indemnitor (ii) any action taken or not taken by the indemnitor or (iii) any noncompliance or breach by the indemnitor of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement ("Claim"). Such indemnification may be achieved by the purchase of general liability and property insurance policies, in accordance with Paragraph 9 or by such other means as the Parties may mutually agree.
- b. **Notice and Defense.** The Party to be indemnified (Indemnitee) shall give the Party from whom indemnification is sought (Indemnitor) prompt written notice of any Claim for which indemnification is sought. Failure to give notice shall not affect the Indemnitor's duty or obligations under this except to the extent the Indemnitor is prejudiced thereby. The Indemnitor may undertake the defense of any third Party claim by representatives chosen by it. If the Indemnitor undertakes the defense of a Claim, then the Indemnitor shall be deemed to accept that it has an indemnification

obligation under this Paragraph 8 with respect to such Claim. The Indemnitee shall make available to the Indemnitor or its representatives all records and other materials required by them and in the possession or under the control of the Indemnitee, for the use of the Indemnitor and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense. If there is a reasonable probability that a Claim may materially and adversely affect the Indemnitee other than as a result of money damages or other money payments, (i) the Indemnitee shall have the right to defend, compromise or settle such Claim and (ii) the Indemnitor shall not, without the written consent of the Indemnitee, settle or compromise any Claim which does not include as an unconditional term thereof the giving by the claimant to the Indemnitee of a release from all liability in respect of such Claim.

## 9. INSURANCE

- a. **Insurance Coverage.** At all times during the Term of this Agreement, HLA shall at a minimum maintain at its sole cost and expense in full force and effect the insurance coverage set forth in the Charter Application. HLA shall also maintain such workers compensation and disability insurance as required by State law and School Leaders/Errors and Omissions insurance. HP shall maintain at its sole cost and expense such insurance as it shall reasonably deem necessary under this Agreement, including, at a minimum, general liability insurance of \$1 million per occurrence/\$2 million aggregate, an umbrella policy, directors and officers liability insurance, employment practices insurance, automobile insurance and workers compensation and disability insurance as required by State law. Each Party shall name the other as an additional insured on its commercial general liability, automobile liability and crime insurance policies and HLA shall name HP as an additional insured on its Employment Practices Liability insurance policy and School Leaders/Errors and Omissions insurance policy
- b. HP shall require that its subcontractors, if any, shall maintain commercially standard insurance policies (including but not limited to general liability, automotive, directors and officers, workers compensation and disability insurance) and that such subcontractors name HP and HLA as additional insureds (except on workers compensation and disability policies, which is not permitted by law).
- c. HLA shall require that its contractors, if any, shall name HP and HLA as additional insureds under their respective commercial general liability and automobile liability insurance policies for personal injury and property damage.

- d. The insurance policies maintained by each Party and their subcontractors pursuant to this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except after thirty (30) days prior written notice to HP and HLA and should be further endorsed to include coverage for child molestation or other abuse and coverage for the defense of suits or claims seeking non-monetary or injunctive relief. The Parties shall furnish one another certified copies of the insurance policies or Certificates of Insurance that demonstrate compliance with this Agreement. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

**10. PERFORMANCE EVALUATION.** The Board shall at regular intervals throughout the Term evaluate HP' performance under the terms of this Agreement to ensure that HP is providing the Services and complying with its duties as set forth herein. In addition to routine, regular feedback and evaluation in day-to-day interactions and at Board meetings, the Board and HP each shall on an annual basis complete a formal written evaluation of HP's performance and the Parties' working relationship, using as a guide the form set forth in Exhibit A attached hereto and incorporated by reference herein (the "Annual Assessment"). Upon completion of the Annual Assessment, the Board and HP personnel shall meet to discuss the review and what changes to HPs' performance, if any, are required to ensure that HP is meeting its responsibilities under the Law, the Charter and the terms of this Agreement, as well review areas where the Parties may more effectively communicate and collaborate to strengthen their relationship and in turn the performance of the School. Aside from the Annual Assessment and for the avoidance of doubt, failure of HP to perform its duties under this Agreement may subject HP to the termination procedures set forth in Section 11 below.

## **11. TERMINATION**

- a. Termination by HLA. HLA may terminate this Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii) or (iii) below:
  - i. If HP materially breaches any of the material terms and conditions of this Agreement including its obligations under 2(a)(ii), provided that HP shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if HP fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such written notice; or
  - ii. Notwithstanding anything contained in subsection 11(a)(i) to the contrary, HP materially breaches any of the material terms and conditions of this Agreement and such breach arises from HPs' gross negligence or reckless or willful misconduct; or

- iii. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, results in a final judgment or finding that this Agreement or the operation of HLA in conformity with this Agreement, would violate HLA's responsibilities, duties or obligations under the State or federal constitutions, statutes, laws, rules or regulations.
- b. Termination by HP.** HP may terminate the Agreement prior to the end of the Term for any of the reasons set forth in subparagraphs (i), (ii), (iii), (iv) or (v) below:
- i. If HLA fails to pay when due any monetary obligation of HLA as required by the provisions of this Agreement, and such obligation remains unpaid for a period of thirty (30) days after receiving written notice of the delinquent payment from HP;
  - ii. if HLA materially breaches any of the material nonmonetary terms and conditions of this Agreement, including its obligations under 2(b)(v) of this Agreement, provided that HLA shall have thirty (30) days to remedy such breach after receipt of written notice of such breach, unless such breach is incapable of being reasonably cured within thirty (30) days in which case this Agreement may be terminated if HLA fails to initiate and continue a cure for such breach within thirty (30) days after receipt of such notice;
  - iii. Notwithstanding anything contained in subsection 11(b)(ii) to the contrary, HLA materially breaches any of the material terms and conditions of this Agreement and such breach arises from HLA's gross negligence or reckless or willful misconduct;
  - iv. If there occurs an enactment, repeal, promulgation or withdrawal of any federal, State, or local law, regulation, or court or administrative decision or order which, after exhausting all possible appeals, has a material adverse effect on HPs' ability to provide Services to HLA in accordance with its budget or the Charter Agreement; or
  - v. If, as a result of exercise by HLA of its authority under 3(a) and 4(b)(ix) of this Agreement, there occur irreconcilable differences with respect to the appointment or termination of any member of the staff Leadership Team following good faith efforts by the Parties to agree upon mutually acceptable candidates.
- c. Procedures upon Expiration or Termination.** Upon expiration or termination of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the

intention of both Parties that HLA shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:

- i. HLA shall have the right to use HPs' Proprietary Works for the benefit of the School, as defined under Section 6 hereof, then currently in use by HLA (including but not limited to the Trademarks), until the last day of the then current school year;
- ii. HP shall provide the Board with copies of all student records, financial reports, employee records, and other School data in HP's possession and not currently in the possession of the Board of Trustees;
- iii. HP shall provide HLA with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that HLA shall pay to HP all fees, expenses and other costs of HP consultants and agents who may, from time to time, upon mutual agreement of the Parties, provide assistance to HLA or the students of the School; and
- iv. In the event that this Agreement is terminated or not renewed at a time when HP has loaned funds to HLA, guaranteed any debt or other financial obligation of HLA, or provided credit support, whether in the form of a letter of credit or otherwise, to HLA, notwithstanding any other provision of this Agreement to the contrary, such termination shall be effective and HLA shall remain liable to HP until the first date on which such loan and such interest has been repaid in full, such guarantee has been released by the beneficiary thereof, or such letter of credit or other credit support has been released and/or returned to HP, all in accordance with the term therein.

**12. DISPUTE RESOLUTION.** As a condition precedent to any other legal recourse (unless such legal recourse seeks injunctive relief), the Parties shall make good faith efforts to come to resolution. An initial meeting to resolve the dispute shall be conducted by the Parties at a meeting to be held at the office of HP within fourteen (14) working days of a written request, which request shall specify in reasonable detail the nature of the dispute to be resolved at such meeting. The meeting shall be attended by representatives of the Parties and any other person that may be affected in any material respect by the resolution of such disputes. Such representatives shall have authority to settle the dispute and shall attempt in good faith to resolve the dispute. Before filing any action in Court, the Parties shall submit any dispute to the American Arbitration Association (the "AAA"), to be adjudicated in accordance with AAA's expedited procedures. In the event of arbitration, the Parties shall be responsible for their own legal fees and expenses, and the costs and expenses of the arbitrator(s) and any fees charged by the AAA shall be apportioned equally between the Parties.

### 13. MISCELLANEOUS PROVISIONS

- i. Independent Contractor Status. The Parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent, employee, or servant of HP shall be deemed to be the employee, agent or servant of HLA except as expressly acknowledged in writing by HP.
- ii. Force Majeure. Neither Party shall be liable if the performance of any part or all of this contract is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- iii. Notices. All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either Party may designate from time to time:

- i. If to HLA, to:

Hebrew Language Academy Charter School  
Attn: Board Chair

With a copy to:

Cohen Schneider & O'Neill LLP  
275 Madison Avenue, Suite 1905  
New York, NY 10016  
Attn: Cliff S. Schneider, Esq.

- ii. If to HP to:

Hebrew Public  
555 8<sup>th</sup> Avenue, Suite 1703  
New York, NY 10018  
Attn: Jonathan Rosenberg, Chief Executive Officer

With a copy to:

Perlman & Perlman LLP

41 Madison Avenue, Suite 4000  
New York, NY 10016  
Attn: Allen Bromberger, Esq.

- a. Governing Law. The rights and remedies of either Party under this Agreement shall be cumulative and in addition to any other rights given to either Party by law and the exercise of any rights or remedy shall not impair either Party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the law of the State of New York (other than the provisions thereof relating to conflicts of law).
- b. Enforceability and Validity of Certain Provisions. If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.
- c. Section Headings. The headings in this Agreement are for the convenience of the Parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.
- d. Conflict with Charter. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.
- e. Entire Agreement. This Agreement shall not be changed, modified, or amended nor shall a waiver of its terms or conditions be deemed effective except by writing signed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreement, understandings, statements, representations, and warranties, oral or written, express or implied, between the Parties hereto and their respective affiliates, representatives, and agents in respect of the subject matter hereof.
- f. Waiver. The failure of either Party hereto to insist upon or to enforce its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver by any Party hereto of any breach, of or default in, any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

- g. Succession. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and permitted assigns of the respective Parties hereto.
- h. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Both Parties acknowledge that an assignment of this Agreement by either Party may constitute a material change to the Charter and may require approval by the Authorizer pursuant to the Charter and the Act.
- i. Form of Execution. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.
- j. Further Actions. Each Party hereto shall, at all times, cooperate in taking such actions and doing or causing to be done all things necessary, proper, or advisable or reasonably requested by the other Party hereto, to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.
- k. Survival. The provisions of Sections 6, 7, 8, this Section 12, and any other sections or exhibits to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement, *provided* that any provision that is stated to extend for a specific period of time shall survive only for such specified period of time.
- l. Confidentiality. HLA shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third Party other than as required by applicable federal and State law and by the Authorizer.

**[signatures on the following page]**



In witness whereof, the Parties have caused this Agreement to be signed and delivered by their duly authorized representatives.

**National Center for Hebrew Language  
Charter School Excellence and Development, Inc.  
d/b/a Hebrew Public**

By: \_\_\_\_\_

Name:

Title:

Date:

**HEBREW LANGUAGE ACADEMY  
CHARTER SCHOOL**

By: \_\_\_\_\_

Name:

Title:

Date:

## EXHIBIT A

### ANNUAL ASSESSMENT

Area of Responsibility	Rating 1 (failed to meet); 2 (partially met); 3 (met); 4 (exceeded)	Explanation/Evidence/Examples/Notes
Education & Instruction-Related Services		
Business Operations		
HR and Employment-Related Services		
Budgeting & Financial Services		
Student Recruitment		

Governance & Leadership		
Marketing & Communications		
Fundraising		
Research & Evaluation		

# HEBREW LANGUAGE ACADEMY DASHBOARD

DATA AS OF 5/31/2019

## ENROLLMENT

By grade	Students	Sections	Waitlist 18-19
K	66	3	0
1	81	3	0
2	84	3	1
3	81	3	1
4	86	3	17
5	80	3	0
6	80	3	1
7	56	3	
8	65	3	
<b>Total</b>	<b>679</b>	<b>27</b>	<b>20</b>

## RE-ENROLLMENT

	17-18 to 18-19	16-17 to 17-18
All students	80%	85%
Special needs	75%	85%
Eng. Lang. Learners	68%	88%
Econ. Disadv.	74%	88%

*Note: Excluding 5th grade, re-enrollment is 83% for 17-18 to 18-19*

## WITHDRAWALS

Reasons for withdrawal	May Only	YTD*
Moved outside NYC	3	30
School choice - dissatisfied	3	27
School choice - higher choice school	0	9
School choice - other/unknown	0	3
Commute Distance	0	3
Special education needs	0	2
Expelled	0	0

*\*Students who withdrew within the first 3 days of school are excluded.*

## STUDENT DEMOGRAPHICS

	HLA		CSD 22
	Current	May 2018	K-12, 2017-18
Special Needs	18%	22%	16%
Eng. Lang. Lrnrs.	4%	6%	12%
Econ. Disadv.*	67%	68%	71%
Asian	1%	2%	20%
Black/Afr. Am.	58%	49%	30%
Hisp./Latino	4%	5%	16%
Multiracial/Other	1%	1%	2%
White	35%	44%	32%
% in CSD 22	75%	83%	-
% outside CSD 22	25%	17%	-

## SUSPENSIONS

	YTD
Number of Students Suspended	78
Total # of Days of Suspension	267
% of Student Population w/ at least 1 Suspension	10.36%

## ATTENDANCE

	YTD	Target
Whole School attendance rate	94%	95%
% of students who are absent more than 10% of the time		
All students	15%	
Special needs students	24%	
English Language Learners	0%	
Econ. Disadv.	14%	

## 2019-2020 enrollment

2019-20 grade	Anticipated number of returning students	Applications Received	New students- fully registered	New students- partially registered or have	Projected grade size: January 2020
K	0	277	86	6	74
1	59	88	19	0	73
2	75	75	13	0	86
3	67	95	24	2	84
4	70	86	19	0	87
5	64	98	24	0	81
6	42	160	47	2	83
7	66	N/A	N/A	N/A	64
8	52	N/A	N/A	N/A	51
<b>Total</b>	<b>495</b>	<b>879</b>	<b>232</b>	<b>10</b>	<b>683</b>

## FINANCIAL PERFORMANCE

Cash (w/o escrow)	\$3,045,000		
# Days of cash on	81	Target days of cash: 90	
As of 5/31/2019			
	Revenue	Expenses	Margin
ual thru 5/31/2019	\$12,757,000	\$11,977,100	\$779,900

## BOARD OF TRUSTEES

Board Composition		Mtg. Attendance	Quorum
Asian	1	July	66% Yes
Black/Afr. Am.	0	August	50% No
Hisp./Latino	0	September	66% Yes
Multi/Other	0	October	100% Yes

Projection (6/30/19)	\$14,058,000	\$14,148,000	-\$90,000
Budget	\$14,682,000	\$14,523,000	\$159,000
Variance	\$624,000	\$375,000	
Projected margin:	-0.64%	Target margin:	0% or higher

White	5	November	67%	Yes
		December	71%	Yes
		January	100%	Yes
		February	71%	Yes
		March	71%	Yes
		April	86%	Yes
		May	71%	Yes
		June		
		Average	74%	

Retention: June 2019 to September 2019				
	Number of staff employed as of EOY 2018/19	Number of staff who received renewal offer letter	Anticipated number of staff returning in August 2019	% retention (anticipated)**
Overall	86	69	68	79%
Leaders*	10	8	8	80%
Educators	69	54	53	77%
Operations/Other	7	7	7	100%

2019-20 Staffing Update as of 5.31.19			
	Total Projected 2019-20 Positions	Vacant Positions	Titles of Vacant Positions
Leadership*	11	1	Assistant Head of School
Educators	62	6	2 Hebrew, 1 Music, 1 K Assistant, 2 Gen Ed
Operations	9	2	2 Bus Attendants
Total	82	9	

\*Includes Social Worker(s)

ACADEMIC PERFORMANCE									
ANNUAL STATE TESTS									
School: English (ELA) distribution by Level						Comparative Results: % Proficient			
	1	2	3	4	Proficient (3+4)	ELA 17	ELA 18	Math 17	Math 18
2016	21%	37%	32%	10%	42%	School 35%	42%	47%	51%
2017	22%	43%	26%	9%	35%	NYS 40%	45%	40%	45%
2018	24%	33%	30%	12%	42%	NYC 41%	47%	38%	43%
						CSD 22 43%	49%	45%	46%
School: Math distribution by Level									
	1	2	3	4	Proficient (3+4)				
2016	18%	28%	26%	28%	54%				
2017	19%	34%	29%	18%	47%				
2018	26%	23%	26%	25%	51%				

NWEA-MAP						
Nat'l %ile	English			Math		
	Fall 2018	Winter 18/19	Spring 2019	Fall 2018	Winter 18/19	Spring 2019
0-10	10%	10%		14%	12%	
11-20	10%	8%		10%	9%	
21-30	8%	11%		9%	10%	
31-40	11%	11%		11%	10%	
41-50	11%	12%		11%	9%	
51-60	13%	12%		9%	12%	
61-70	12%	12%		12%	11%	
71-80	11%	10%		10%	10%	
81-90	9%	8%		8%	9%	
91-100	5%	6%		5%	7%	
% at or above 50	50%	49%		46%	49%	

\*Decile data is based on all students tested in a given term (not cohort data)

STAFF VACANCIES	
Position	Context

<i>MS ICT Teacher</i>	<i>previous staff was terminated due to professionalism issues; currently screening for new candidates</i>

<b>STAFF NEW HIRES</b>	
<i>N/a</i>	

Hebrew Language Academy		FY18/19 BUDGET	FY18/19 YEAREND PROJECTION (as of May 2019)	FY19/20 BUDGET PROPOSAL	Variance
Total Income:	14,681,663	14,058,464	14,445,925	387,461	
Total Expenses:	14,522,884	14,148,369	14,322,189	173,820	
<b>NET INCOME</b>	<b>158,780</b>	<b>(89,905)</b>	<b>123,736</b>	<b>213,641</b>	
	1%	-1%	1%		
<b>Income</b>					
Total 4100 State Grants	14,036,558	13,197,128	13,696,779	499,651	
Total 4200 Federal Grants	644,925	683,938	645,466	(38,472)	
Total 4300 Contributions	-	177,216	73,500	(103,716)	
Total 4400 Miscellaneous Income	180	183	30,180	29,998	
<b>Total Income</b>	<b>14,681,663</b>	<b>14,058,464</b>	<b>14,445,925</b>	<b>387,461</b>	
<b>Expenses</b>					
Compensation	6,214,168	5,895,724	5,818,000	(77,724)	
Total 5400 Incentives	167,500	245,531	108,180	(137,351)	
Total 5000 Personnel	6,381,668	6,141,255	5,926,180	(215,075)	
Total 5500 Benefits and Payroll Taxes	1,734,562	1,723,986	1,850,699	126,713	
<b>Total Compensation</b>	<b>8,116,230</b>	<b>7,865,242</b>	<b>7,776,879</b>	<b>(88,363)</b>	
Total 6100 Office Expenses and Equipment	316,262	322,027	348,541	26,514	
Total 6200 Professional Costs	1,152,756	1,097,825	1,459,490	361,665	
Total 6300 Contractual Services	815,532	716,658	576,573	(140,085)	
Total 7100 Pupil Supplies and Furniture	800,622	748,583	744,072	(4,511)	
Total 8200 Utilities and Occupancy	2,770,759	2,752,681	2,739,994	(12,687)	
Total 8400 Maintenance/Repair	273,244	291,507	321,140	29,633	
Total 8800 Miscellaneous Expenses	5,500	3,847	5,500	1,653	
8900 Depreciation Expenses	272,000	350,000	350,000	-	
<b>Total Expenses</b>	<b>14,522,905</b>	<b>14,148,369</b>	<b>14,322,189</b>	<b>173,820</b>	
<b>Net Operating Income</b>	<b>158,759</b>	<b>(89,905)</b>	<b>123,736</b>	<b>213,641</b>	
<b>Net Income</b>	<b>158,759</b>	<b>(89,905)</b>	<b>123,736</b>	<b>213,641</b>	
<b>Leasehold Improvements</b>					
Furniture and Fixtures	10,000	-	-	-	
<b>Total FFE</b>	<b>165,000</b>	<b>315,490</b>	<b>100,782</b>	<b>(214,708)</b>	
	175,000	315,490	100,782	(214,708)	

**Hebrew Language Academy**

**FY18/19  
BUDGET**

**FY18/19  
YEAREND  
PROJECTION (as  
of May 2019)**

**FY19/20  
BUDGET  
PROPOSAL**

*Variance*

**Cash Flow Analysis**

Net Income			
InKind - Tech Grant			
Add Depreciation			
Deferred rent			
Less FFE			
Operating FY Net Cash			
Add Beginning cash balance			
Total Net Cash			

	123,736
	(73,500)
	350,000
	(59,400)
	(27,282)
	<b>313,554</b>
	1,279,259
	<b>1,592,813</b>



Name	Cost	Description
CSBM	\$61,000	Accounting Services, incl Title fee filing
MMB	\$21,000	Auditor
TBD	\$9,000	After school Chess
Attanasio	\$21,860	Curriculum
Houghton Mifflin Harcourt	\$41,000	Curriculum
Eureka Math	\$7,500	Curriculum
Renaissance	\$5,745	Accelerated Reader
BookSource	\$55,000	Classroom Library- replacement for grades K-6
TBM	\$261,500	Custodial Maintenance
Regina Caterers	\$321,840	Food Service
City Investigations	\$107,275	Security Guards
Austin & Co.	\$139,100	General/Commercial/WC Insurance
Blizzard Cooling	\$18,775	HVAC Service
Bosmat	\$35,000	Israeli Dance
Global 365	\$63,600	IT Vendor
FOHLA (Sublease)	\$2,556,000	Rent
Wilson Fundations	\$24,980	Education Consultant and materials
Lavinia Group	\$147,235	Staff Development
Center for Responsive Schools	\$42,650	Staff Development
NWEA	\$22,400	Student Assessments
Powerschool	\$12,350	Student Management System
School Mint	\$10,400	Student Recruitment Platform
CDW	\$20,525	Student Technology - replacement/new carts