

Application: Great Oaks Charter School

Lauren Perkins - lperkins@greatoakscharter.org
2022-2023 Annual Report

Summary

ID: 0000000174

Last submitted: Nov 1 2023 06:54 AM (EDT)

Labels: Board of Regents

Entry 1 School Info and Cover Page

Completed - Aug 1 2023

Instructions

Required of ALL Charter Schools

Each Annual Report begins with a completed School Information and Cover Page. The information is collected in a survey format within the [Annual Report Portal](#). When entering information in the portal, some of the following items may not appear, depending on your authorizer and/or your responses to related items.

Entry 1 School Information and Cover Page

(New schools that were not open for instruction for the 2022-2023 school year are not required to complete or submit an annual report this year).

Please be advised that you will need to complete this cover page (including signatures) before all of the other tasks assigned to you by your school's authorizer are visible on your task page. While completing this cover page task, please ensure that you select the correct authorizer (**as of June 30, 2023**) or you may not be assigned the correct tasks.

BASIC INFORMATION

a. SCHOOL NAME

(Select name from the drop down menu)

GREAT OAKS CHARTER SCHOOL 800000075841

a1. Popular School Name

(No response)

b. CHARTER AUTHORIZER (As of June 30th, 2023)

Please select the correct authorizer as of June 30, 2023 or you may not be assigned the correct tasks.

BOARD OF REGENTS

c. School Unionized

Is your charter school unionized?

No

d. DISTRICT / CSD OF LOCATION

CSD # 1 - MANHATTAN

e. Date of Approved Initial Charter

Nov 27 2012

f. Date School First Opened for Instruction

Aug 27 2013

g. Approved School Mission and Key Design Elements

(Regents, NYCDOE and Buffalo BOE authorized schools only)

The mission of Great Oaks Charter Schools is to mold students who will shape the world, not be defined by it. Our approach is centered around the design principles of Mastery, Leadership and Community to foster students' ability to be confident, persist through challenges, and embrace failure as an opportunity to learn & grow.

At Great Oaks, we are committed to providing a rigorous 6-12 academic program that fosters positive school culture and building authentic relationships with families. We combine project-based learning, an advanced curriculum, and supplementary tutorial support to maximize student agency to ensure our students are college and career ready. We will accomplish this by combining high academic and behavioral expectations for our students with an extraordinary level of individual attention to each student's needs by providing high-dose tutoring in ELA and Mathematics every day. Key design elements include:

School culture of high academic and behavioral expectations: Our school culture fosters a college-prep mentality, including not only a focus on academic achievement but also the skills necessary for success in college, including collaboration and goal-setting.

Focus on building relationships with students and their families: Throughout the charter term we have emphasized the importance of relationships, which crystalized during the pandemic when we had to clearly communicate with families and maintain their trust as requirements and options constantly changed.

Highly individualized academic program through daily tutoring delivered through the Great Oaks Fellows Program: Our Fellows program is one of the unique aspects of our school and allows us to support all students in accessing grade level curriculum.

Small school environment: GO-NYC has formed a close-knit school community, which has been fostered by our mission statement, clear expectations for learning and behavior, regular communication and events to engage families, and social emotional learning and our Lion's Den program.

College-preparatory instruction: We have evolved our curriculum to ensure students are well prepared for college admissions and success. In addition, professional development supports our teachers in delivering engaging lessons. Team teaching also provides further opportunities for instruction tailored to our students' needs.

More time on task: Longer school day/school year and Saturday programming: Compared to traditional public

schools, the GO-NYC schedule and calendar allows for substantial amounts of content-based instruction, social emotional learning, and small group tutoring and support.

Data-driven instructional practices: The implementation of regular assessment aligned with our curriculum allows teachers to develop effective instruction and target the needs of individual students. It supports our small group tutoring and informs professional development. We have staff dedicated to data collection and analysis to support teachers in effectively using myriad data.

Focus on English language learners: We use team teaching, push-in and pull-out support, computer-based instruction, and regular assessment and feedback to support our ELL students. In addition, the Fellows program provides ELL students with daily support so they can fully participate in grade level instruction.

h. School Website Address

<https://greatoaksnyc.org/>

i. Total Approved Charter Enrollment for 2022-2023 School Year

573

j. Total Enrollment on June 30, 2023 - excluding Pre-K program enrollment

1

k. Grades Served

Grades served during the 2022-2023 school year (exclude Pre-K program students):

Use the CTRL button to select multiple grades to accurately capture every grade level served.

Responses Selected:

7
8
9
10

I. Charter Management Organization

Do you have a [Charter Management Organization](#)?

No

FACILITIES INFORMATION

m. FACILITIES

Will the school maintain or operate multiple sites in 2023-2024?

	No, just one site.
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School Site 1 (Primary)

m1. SCHOOL SITES

Please provide information on Site 1 for the upcoming school year.

	Physical Address	Phone Number	District/CSD	Grades to be Served at Site for previous year (K-5, 6-9, etc.)	Grades to be Served at Site for coming year (K-5, 6-9, etc.)	Receives Rental Assistance for Which Grades (If yes, enter the appropriate grades. If no, enter No).
Site 1	240 Bleecker Street	347-556-6040	NYC CSD 2	N/A	6-11	

m1a. Please provide the contact information for Site 1.

	Name	Title	Work Phone	Alternate Phone	Email Address
School Leader	Timberly Wilson	Executive Director	347-556-6040		twilson@greatoakscharter.org
Operational Leader	Tiffany Cunningham	Director of Operations	201-456-5620		tcunningham@greatoakscharter.org
Compliance Contact	Tiffany Cunningham	Director of Operations	201-456-5620		tcunningham@greatoakscharter.org
Complaint Contact	Tiffany Cunningham	Director of Operations	201-456-5620		tcunningham@greatoakscharter.org
DASA Coordinator	Tiffany Cunningham	Director of Operations	201-456-5620		tcunningham@greatoakscharter.org
Phone Contact for After Hours Emergencies	Timberly Wilson	Executive Director	347-556-6040		twilson@greatoakscharter.org

m1b. Is site 1 in public (co-located) space or in private space?

Private Space

IF LOCATED IN PRIVATE SPACE IN NYC OR IN DISTRICTS OUTSIDE NYC

m1d. Upload a current Certificate of Occupancy (COO) and the annual Fire Inspection Report for school site 1 if located in private space in NYC or located outside of NYC .

Certificate of Occupancy and Fire Inspection. Provide a copy of a current and non-expired certificate of occupancy (if outside NYC or in private space in NYC). For schools that are not in district space (NYC co-locations), provide a copy of a current and non-expired certificate of occupancy, and a copy of the current annual fire inspection results, which should be dated on or after July 1, 2023.

- Fire inspection certificates must be updated annually. For the upcoming school year 2023-2024, submit a current fire inspection certificate.
- If the fire inspection certificate is dated after the August 1, 2022 submission of the Annual Report, please submit the new certificate with the Annual Report entries due on November 1, 2023.

Site 1 Certificate of Occupancy (COO)

[GO-NYC Certificate of Occupancy.pdf](#)

Filename: GO-NYC Certificate of Occupancy.pdf **Size:** 473.2 kB

Site 1 Fire Inspection Report

This is required, marked optional for administrative purposes.

[GO-NYC Fire Inspection.pdf](#)

Filename: GO-NYC Fire Inspection.pdf **Size:** 145.5 kB

n. List of owned, rented, leased facilities not used to educate students

Separate by semi-colon (;)

N/A

CHARTER REVISIONS DURING THE 2022-2023 SCHOOL YEAR

o. Were there any revisions to the school’s charter during the 2022-2023 school year? (Please include approved or pending material and non-material charter revisions).

Please note, listing the revisions here does not constitute a request. Schools are advised to seek revision requests through their authorizer directly.

Yes

o2. Summary of Charter Revisions

	Category (Select Best Description)	Specific Revision (150 word limit)	Date Approved by BOT (if applicable)	Date Approved by Authorizer (if applicable)
1	Change District or CSD of Location	Revision to move school location from CSD 1 to CSD 2		2/2/2023
2	Change in Maximum Approved Enrollment	Revision to decrease the school's authorized enrollment from 573 students to 375 students in Grades 6-12, and to revise the school's approved enrollment pattern to align it with the school's actual enrollment pattern, which reflects the revised schedule for the phasing in of high school grades.		2/2/2023
3				
4				
5				

More revisions to add?

No

ATTESTATIONS

p. Individual Primarily Responsible for Submitting the Annual Report. (To write type in a phone number with an extension, please use this format: 123-456-7890-3. The dash and number 3 at the end of the phone number refers to the individual's phone extension. Do not type in the work extension or the abbreviation for it - just the dash and the extension number after the phone number).

Name	Jean Lombardi
Position	COO, GO Foundation
Phone/Extension	646-617-4800
Email	jlombardi1@greatoakscharter.org

q. Our signatures (Executive Director/School Leader/Head of School and Board President) below attest that all of the information contained herein is truthful and accurate and that this charter school is in compliance with all aspects of its charter, and with all pertinent Federal, State, and local laws, regulations, and rules. We understand that if any information in any part of this report is found to have been deliberately misrepresented, that will constitute grounds for the revocation of our charter. Click **YES** to agree and then use the mouse on your PC or the stylus on your mobile device to sign your name).

Responses Selected:

Yes

As outlined in ENTRY 10:

Our signatures (Executive Director/School Leader/Head of School and Board President) below attest that our school has reviewed, understands and will comply with the employee clearance and fingerprint requirements as outlined in Entry 10 and found in the [NYSED CSO Fingerprint Clearance Oct 2019 Memo](#). Click **YES** to agree.

Responses Selected:

Yes

Signature, Head of Charter School



Signature, President of the Board of Trustees



Date

Jul 31 2023



Thank you.

Entry 2 Links to Critical Documents on School Website

Completed - Aug 1 2023

Instructions

Required of ALL Charter Schools noting that SUNY-authorized charter schools are not required to submit item 5: Authorizer-approved DASA policy and NYSED-Approved School Discipline Policy

By law, each charter school is required to maintain certain notices and policies listed on its website. Please insert the link from the school's website for each of the items:

1. Current Annual Report (i.e., 2021-2022 Annual Report);[\[1\]](#)
2. Board meeting notices, agendas and documents;
3. New York State School Report Card;
4. Authorizer-approved DASA Policy and NYSED-Approved School Discipline Policy **(For Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY)**;
5. District-wide safety plan, not a building level safety plan (as per the September 2021 [Emergency Response Plan Memo](#);
6. Authorizer-approved FOIL Policy; and
7. Subject matter list of FOIL records. (Example: See [NYSED Subject Matter List](#))

[\[1\]](#) Each charter school is required to make the Annual Report publicly available by August 1 and to post on their respective charter school website. Each school should post an updated and complete version to include accountability data and financial statements that are not or may not be available until after the August deadline (i.e., Report when financials have been submitted in November.)

Form for Entry 2 Links to Critical Documents on School Website

School Name: Great Oaks Charter School

Required of ALL Charter Schools noting that SUNY-authorized charter schools are not required to submit item

4: Authorizer-approved DASA policy and NYSED-Approved School Discipline Policy

By law, each charter school is required to maintain certain notices and policies listed on its website. Please insert the **link** from the school's website for each of the items:

[New York State Report Card](#)

[Emergency Response Plan Memo](#)

[NYSED Subject Matter List](#)

	Link to Documents
1. Current Annual Report (i.e., 2022-2023 Annual Report)	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>
2. Board meeting notices, agendas and documents	<u>https://greatoaksnyc.org/board/</u>
3. New York State School Report Card	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>
4. Authorizer-approved DASA Policy and NYSED-Approved School Discipline Policy (For Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY)	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>
5. District-wide safety plan, not a building level safety plan (as per the September 2021 Emergency Response Plan Memo	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>
6. Authorizer-approved FOIL Policy	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>
7. Subject matter list of FOIL records. (Example: See NYSED Subject Matter List)	<u>https://greatoaksnyc.org/board/compliance-documentation/</u>

Thank you.



Entry 3 Progress Toward Goals

Completed - Oct 31 2023

Instructions

Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY

The following tables reflect formatting in the online portal required for Board of Regents, NYCDOE, and Buffalo BOE authorized charter schools only. These charter schools should report all Progress Toward Charter Goals as per their currently approved charters no later than **November 1, 2023**.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

Entry 3 Progress Toward Goals

PROGRESS TOWARD CHARTER GOALS

Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY

Complete the tables provided. List each goal and measure as contained in the school's currently approved charter, and indicate whether the school has met or not met the goal. Please provide information for all goals no later than November 1, 2023.

1. ACADEMIC STUDENT PERFORMANCE GOALS

Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY

The following tables reflect formatting in the online portal required for Board of Regents, NYCDOE, and Buffalo BOE authorized charter schools only. These charter schools should report all Progress Toward Charter Goals as per their currently approved charters no later than **November 1, 2023**.

2022-2023 Progress Toward Attainment of Academic Goals

	Academic Student Performance Goal	Measure Used to Evaluate Progress Toward Attainment of Goal	Goal - Met, Not Met or Unable to Assess	If not met, describe efforts the school will take to meet goal. If unable to assess goal, type N/A for Not Applicable
Academic Goal 1	Students who have been continuously enrolled for two or more years will exceed the CSD 1 average rate of proficiency on the NYS ELA and Math Exams	New York State Exams	Not Met	<p>Our school is near to meeting this goal. We have exceeded the CSD 1 average in ELA, but failed to exceed the CSD 1 proficiency rate in Math.</p> <p>GONYC ELA passing rate: 60% GONYC Math Passing rate: 39% CSD 1 ELA passing rate: 59.6% CSD 1 Math passing rate: 54.7% /</p> <p>To increase student outcomes in Math, our school created a position for a Math Coach to provide ongoing support to math teachers and partnered with the National Training Network to aid the Math Coach in delivering research-based instructional coaching to our math teachers.</p>
Academic Goal 2	50% of all students in grades 6-8 will	New York State Exams	Met	

	score a level 3 or 4 on the New York State ELA exams			
Academic Goal 3	50% of all students in grades 6-8 will score a level 3 or 4 on the New York State Math exams	New York State Exams	Not Met	Our student performance was near the goal in Math with 43% of students scoring a 3 or 4 on the NYS State Exam. / To increase student outcomes in Math, our school created a position for a Math Coach to provide ongoing support to math teachers and partnered with the National Training Network to aid the Math Coach in delivering research-based instructional coaching to our math teachers.
Academic Goal 4	In 7th and 8th grade, 90% of students will be promoted to the next grade after passing all courses	New York State Exams	Met	
Academic Goal 5	50% of students will meet or exceed Great Oaks' NWEA MAP projected growth (66th percentile) or score 2.0< index	NWEA MAP	Unable to Assess	Unable to determine. During the 2022-2023 school year, our school shifted from administering the NWEA MAP test to utilizing iReady as a norm-referenced measurement of student performance. / Our school will establish

				a new goal around iReady performance: 50% of students will demonstrate at least one grade-placement increase in ELA & Math within one school year.
Academic Goal 6	75% of Great Oaks middle-school English Language Learner students who have been continuously enrolled for 2 or more years will score proficient or better on the NYSESLAT exam and no longer be designated as English Language Learners by the time they are promoted to 9th grade	NYSESLAT	Not Met	<p>Our school did not meet this ambitious goal: 26% of our ELL students enrolled for 2 years or more scored proficient on the NYSESLAT and are no longer designated as ELLs / Considering the migrant situation, our school will revise this Academic Goal to more closely reflect the ability levels and needs of our growing ELL population:</p> <p>50% of Great Oaks middle-school English Language Learner students who have been continuously enrolled for 2 or more years will increase by at least two proficiency levels on the NYSESLAT exam by the time they are promoted to 9th grade</p>
Academic Goal 7	75% of Great Oaks 8th grade students	New York State Science Exam	Not Met	Our school did not meet this goal: 45%

	will score a level 3 or 4 on the New York State Science Exams.			<p>of 8th grade students passed the NYS Science Exam. / To increase student outcomes in Science, our school has created a position for a Science Content Lead (SCL) to support teacher planning & instruction. The SCL works alongside the Directors of Curriculum & Instruction to promote best practices in Science classrooms. Internal exams will be more closely aligned to the NYS Science exam to monitor student progress towards proficiency & modify our instructional program.</p> <p>We will also revise our Science achievement goal for the 23-24SY to align with the ELA & Math goal: At least 50% of 8th grade students will score a level 3 or 4 on the New York State Science Exams.</p>
Academic Goal 8	75% of Great Oaks 9th grade students will take and pass	New York State Algebra I Regents Exam	Not Met	Our school did not meet this goal: 63.4% of 9th grade students passed the

	the Algebra I Regents exam			Algebra 1 Regents exam. / To increase student outcomes in Math, our school created a position for a Math Coach to provide ongoing support to math teachers and partnered with the National Training Network to aid the Math Coach in delivering research-based instructional coaching to our math teachers. 9th graders taking Algebra 1 will participate in Regents preparatory sessions throughout the second semester of the school year.
Academic Goal 9				
Academic Goal 10				

2. Do have more academic goals to add?

No

4. ORGANIZATION GOALS

For the 2022-2023 school year, any organization goals that cannot be evaluated due to school closure resulting in a lack of data and changes in testing, surveying, and other usual practices should be reported as “N/A”.

2022-2023 Progress Toward Attainment of Organization Goals

	Organizational Goal	Measure Used to Evaluate Progress	Goal - Met, Not Met, or Unable to Assess	If not met, describe efforts the school will take to meet goal. If unable to assess goal, type N/A for Not Applicable
Org Goal 1	Great Oaks Charter School will receive an "A" on its NYC DOE Citywide Progress Report	NYC DOE Citywide Progress Report	Unable to Assess	Unable to assess. The 22-23 NYC DOE School Quality Report is not available. Once the Report is available, Great Oaks Charter School will be able to assess goal.
Org Goal 2	Great Oaks Charter School will annually meet state and federal accountability goals under applicable laws	NYSED Business Portal	Met	
Org Goal 3	60% of parents will complete the New York City DOE Survey	NYC DOE Survey Results	Not Met	Our school did not meet this very ambitious parent survey completion goal. 11% of parents completed the survey, which exceeds the NYC DOE minimum goal of 5% completion rate. / To align more closely with NYC DOE norms, our school will revise our goal. GONYC parent survey completion rate will exceed the city requirement. We

				will continue to send communications to parents about the survey and offer incentives to parents for their participation in the survey.
Org Goal 4				
Org Goal 5				
Org Goal 6				
Org Goal 7				
Org Goal 8				
Org Goal 9				
Org Goal 10				
Org Goal 11				
Org Goal 12				
Org Goal 13				
Org Goal 14				
Org Goal 15				
Org Goal 16				
Org Goal 17				
Org Goal 18				
Org Goal 19				
Org Goal 20				

5. Do have more organizational goals to add?

No

6. FINANCIAL GOALS

2022-2023 Progress Toward Attainment of Financial Goals

	Financial Goals	Measure Used to Evaluate Progress	Goal - Met, Not Met, or Partially Met	If not met, describe efforts the school will take to meet goal.
Financial Goal 1	Timely receipt of public and private revenues; actual expenditures align with approved budget	Budget to Actual Tracking; Annual Financial Audit	Met	
Financial Goal 2				
Financial Goal 3				
Financial Goal 4				
Financial Goal 5				

7. Do have more financial goals to add?

No

Thank you.

Entry 3 Accountability Plan Progress Reports

Incomplete - Hidden from applicant

Instructions

SUNY-Authorized Charter Schools ONLY- Complete Template and Upload to Epicenter

SUNY-authorized charter schools must download an Accountability Plan Progress Report template at [Accountability Plan Progress Report](#). After completing, SUNY-authorized charter schools must upload the document into the Annual Report Portal, **and** into the SUNY Epicenter document management system by September 15, 2023.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

Entry 4 - Audited Financial Statements

Completed - Oct 30 2023

Required of ALL Charter Schools

ALL SUNY-authorized charter schools must upload the financial statements and related documents in PDF format into the [Annual Report Portal](#) and into the SUNY Epicenter document management system no later than **November**

1, 2023. SUNY-authorized charter schools are asked to ensure that security features such as password protection are turned off.

ALL Regents, NYCDOE, and Buffalo BOE-authorized charter schools must upload final, audited financial statements to the [Annual Report Portal](#) no later than **November 1, 2023**. Upload the independent auditor's report, any advisory and/or management letter, and the internal controls report as one submission, combined into a PDF file, ensuring that security features such as password protections are removed from all school uploaded documents.

PLEASE NOTE: This task appears as visible and optional task in the online portal until August 1 2023 but will be identified as a required task thereafter and due on November 1, 2023. This is a required task, and it is marked optional for administrative purposes only.

GREAT OAKS CHARTER SCHOOL - 06

Filename: GREAT_OAKS_CHARTER_SCHOOL_-_06.30_AdJbRDk.pdf Size: 401.0 kB

Entry 4a – Audited Financial Report Template (SUNY)

Incomplete - Hidden from applicant

Instructions - SUNY-Authorized Charter Schools ONLY

SUNY-authorized schools must download the Excel spreadsheet entitled “Audited Financial Statement Template” at <http://www.newyorkcharters.org/fiscal/>. After completing, schools must upload the document into the [Annual Report Portal](#) and into the SUNY Epicenter document management system no later than **November 1, 2023**.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

Entry 4b – Audited Financial Report Template (BOR/NYC/BOE)

Completed - Oct 30 2023

Instructions - Regents-Authorized Charter Schools ONLY

Regents-authorized schools must download and complete the Excel spreadsheet entitled “Audited Financial Report Template” from the online portal or the [2022-2023 Annual Reports](#) webpage. Upload the completed file in Excel format and submit by **November 1, 2023**.

Please complete one spreadsheet at the Education Corporation level and submit the same spreadsheet for each of the schools.

EDUCATION CORPORATIONS WITH MORE THAN ONE SCHOOL SHOULD COMPLETE THE EXCEL SPREADSHEET FOR THE EDUCATION CORPORATION AS A WHOLE, NOT FOR THE INDIVIDUAL SCHOOLS. PLEASE SUBMIT THE SAME EXCEL SPREADSHEET FOR EACH OF THE SCHOOLS.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

audited-financial-report-template-nysed

Filename: audited-financial-report-template_JuZcbEm.xlsx Size: 76.7 kB

Entry 4c – Additional Financial Documents

Completed - Oct 30 2023

Regents, NYCDOE and Buffalo BOE authorized schools must upload financial documents and submit by **November 1, 2023**. The items listed below should be uploaded, with an explanation if not applicable or available. For example, a “federal Single Audit was not required because the school did not expend federal funds of more than the \$750,000 Threshold.”

1. Advisory and/or Management letter
2. Federal Single Audit
3. Agreed-Upon Procedure Report
4. Evidence of Required Escrow Account for each school^[1]
5. Corrective Action Plan for Audit Findings and Management Letter Recommendations

[1] Note: For BOR schools chartered or renewed after the 2017-2018 school year, the escrow account per school is \$100,000.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

[GO NYC - Additional Financial Documents](#)

Filename: GO_NYC_-_Additional_Financial_Documents.pdf Size: 1.5 MB

Entry 4d - Financial Contact Information

Completed - Oct 29 2023

Regents, NYCDOE, and Buffalo BOE authorized schools should enter financial contact information directly into the form within the portal by **November 1, 2023**.

Form for "Financial Contact Information"

1. School Based Fiscal Contact Information

	School Based Fiscal Contact Name	School Based Fiscal Contact Email	School Based Fiscal Contact Phone
	Vanessa Ceas	vceas@greatoakscharter.org	929-287-4452

2. Audit Firm Contact Information

	School Audit Contact Name	School Audit Contact Email	School Audit Contact Phone	Years Working With This Audit Firm
	Ray Jacobi	rjacobi@mmb-co.com	585-423-1860	5

3. If applicable, please provide contact information for the school's outsourced financial services firm.

	Firm Name	Contact Person	Mailing Address	Email	Phone	Years With Firm

Entry 5 – Fiscal Year 2023-2024 Budget

Completed - Oct 30 2023

SUNY-authorized charter schools should download the [2023-2024 Budget and Quarterly Report Template and the 2023-2024 Budget Narrative Questionnaire](#) from the SUNY website and upload the completed templates into the Annual Report Portal and into the Epicenter document management system. **Due November 1, 2023.**

Regents, NYCDOE, and Buffalo BOE authorized charter schools should upload a copy of the school's FY22 Budget using the [2023-2024 Budget Template](#) into the Annual Report Portal or from the Annual Report website. **Due November 1, 2023.**

The Assumptions column should be completed for all revenue and expense items unless the item is self-explanatory. Where applicable, reference the page number or section in the application narrative that indicates the assumption being made. For instance, student enrollment would reference the applicable page number in Section I, C of the application narrative.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

[updated-2023-2024-ar-budget-template](#)

Filename: updated-2023-2024-ar-budget-template.xlsx **Size:** 36.9 kB

Entry 6 – Board of Trustees Disclosure of Financial Interest Form

Completed - Aug 1 2023

Required of ALL Charter Schools

Each member of the charter school's Board of Trustees who served on a charter school education corporation governing one or more charter schools for any period during the 2022-2023 school year must complete and sign a Trustee [Disclosure of Financial Interest Form](#) is due on August 1, 2023. Acceptable signature formats include:

- Digitally certified PDF signature (i.e., DocuSign)
- Manual signature (1. download to print, 2. manually sign, 3. scan signed document to PDF, and 4. upload into portal)

All completed forms must be collected and uploaded in .PDF format for each individual member. **The education corporation is responsible for ensuring that each member who served on the board during the 2022-2023 school year completes the form.**

Charter schools **must** submit the latest version of the form. Forms completed from past years will not be accepted.

Trustees serving on an education corporation that governs more than one school are not required to complete a separate disclosure for each school governed by the education corporation. In the Trustee Disclosure of Financial Interest Form, trustees must disclose information relevant to any of the schools served by the governing education corporation.

[Derny Fleurima COI and Financial Disclosure](#)

Filename: Derny_Fleurima_COI_and_Financial_D_JYjfWcG.pdf **Size:** 746.1 kB

[Susan Akselrad COI and Financial Disclosure](#)

Filename: Susan_Akselrad_COI_and_Financial_D_D1XAISi.pdf **Size:** 746.1 kB

[Jonee Billy COI and Financial Disclosure](#)

Filename: Jonee_Billy_COI_and_Financial_Disclosure.pdf **Size:** 732.3 kB

[Ivan Rodriguez COI and Financial Disclosure](#)

Filename: Ivan_Rodriguez_COI_and_Financial_D_dA3znEI.pdf **Size:** 745.5 kB

[Samuel Ortiz COI and Financial Disclosure](#)

Filename: Samuel_Ortiz_COI_and_Financial_Disclosure.pdf **Size:** 735.9 kB

[Elizabeth Case COI and Financial Disclosure](#)

Filename: Elizabeth_Case_COI_and_Financial_D_6oEHZ5r.pdf **Size:** 731.2 kB

[Molly Gurny COI and Financial Disclosure](#)

Filename: Molly_Gurny_COI_and_Financial_Disclosure.pdf **Size:** 745.0 kB

[Michael Duffy COI and Financial Disclosure](#)

Filename: Michael_Duffy_COI_and_Financial_Disclosure.pdf **Size:** 733.1 kB

[Anand Bhatia COI and Financial Disclosure](#)

Filename: Anand_Bhatia_COI_and_Financial_Disclosure.pdf **Size:** 734.0 kB

[Alyssa Alfano COI and Financial Disclosure](#)

Filename: Alyssa_Alfano_COI_and_Financial_Disclosure.pdf **Size:** 773.3 kB

[Kai-Yan Lee COI and Financial Disclosure](#)

Filename: Kai-Yan_Lee_COI_and_Financial_Disclosure.pdf **Size:** 742.3 kB

[Joe McDonald COI and Financial Disclosure](#)

Filename: Joe_McDonald_COI_and_Financial_Disclosure.pdf **Size:** 745.0 kB

[Omar Amores COI and Financial Disclosure](#)

Filename: Omar_Amores_COI_and_Financial_Disclosure.pdf **Size:** 11.5 MB

Entry 7 BOT Membership Table

Completed - Aug 1 2023

Instructions

Required of ALL charter schools

ALL charter schools or education corporations governing multiple schools must complete the Board of Trustees Membership Table within the online portal. Please be sure to include and identify parents who are members of the Board of Trustees and indicate whether parents are voting or non-voting members.

Entry 7 BOT Table

1. SUNY-AUTHORIZED charter schools are required to provide information for VOTING Trustees only.
2. REGENTS, NYCDOE, and BUFFALO BOE-AUTHORIZED charter schools are required to provide information for all --VOTING and NON-VOTING-- trustees.

Authorizer:

Who is the authorizer of your charter school?

Board of Regents

1. 2022-2023 Board Member Information (Enter info for each BOT member)

	Trustee Name	Trustee Email Address	Position on the Board	Committee Affiliations	Voting Member Per By-Laws (Y/N)	Number of Completed Terms Served	Start Date of Current Term (MM/DD/YYYY)	End Date of Current Term (MM/DD/YYYY)	Board Meetings Attended During 2022-2023
1	susan Akselrad	[REDACTED]	Chair	Finance, Facilities, Academics	Yes	4	09/01/2019	09/01/2022	11
2	Michael Duffy	[REDACTED]	Trustee/Member	Facilities	Yes	4	09/01/2019	09/01/2022	11
3	Ivan Rodriguez	[REDACTED]	Secretary	N/A	Yes	2	09/01/2019	09/01/2022	7
4	Jonee Billy	[REDACTED]	Trustee/Member	N/A	Yes	1	12/14/2021	12/14/2024	7
5	Kai-Yan Lee	[REDACTED]	Trustee/Member	N/A	Yes	1	05/25/2022	05/25/2024	5 or less
6	Anand Bhatia	[REDACTED]	Trustee/Member	Facilities	Yes	3	09/01/2020	09/01/2024	5 or less
7	Elizabeth Case	[REDACTED]	Trustee/Member	N/A	Yes	2	09/01/2019	09/01/2022	6
8	Molly Gurny	[REDACTED]	Trustee/Member	Academics	Yes	2	09/01/2019	09/01/2022	5 or less
9	Joe McDonal	[REDACTED]	Trustee/Member	Academics	Yes	4	09/01/2019	09/01/2022	11

	d								
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1a. Are there more than 9 members of the Board of Trustees?

Yes

1b. Board Member Information

	Trustee Name	Trustee Email Address	Position on the Board	Committee Affiliations	Voting Member Per By-Laws (Y/N)	Number of Terms Served	Start Date of Current Term (MM/DD/YYYY)	End Date of Current Term (MM/DD/YYYY)	Board Meetings Attended During 2022-2023
10	Alyssa Alfano	[REDACTED]	Trustee/Member	Academics	Yes		11/1/2022	11/1/2025	7
11	Francesca Di Matteo	[REDACTED]	Trustee/Member	N/A	Yes		11/8/2022	11/8/2025	5 or less
12	Derny Fleurima	[REDACTED]	Treasurer	N/A	Yes		10/25/2022	10/25/2025	7
13	Omar Amores	[REDACTED]	Trustee/Member	N/A	Yes		1/10/2023	1/10/2026	6
14	Samuel Ortiz	[REDACTED]	Trustee/Member	N/A	Yes		2/14/2023	2/14/2026	5 or less
15									

1c. Are there more than 15 members of the Board of Trustees?

No

2. INFORMATION ABOUT MEMBERS OF THE BOARD OF TRUSTEES

1. SUNY-AUTHORIZED charter schools provide response relative to VOTING Trustees only.
2. REGENTS, NYCDOE, and BUFFALO BOE-AUTHORIZED charter schools provide a response relative to all trustees.

a. Total Number of BOT Members on June 30, 2023	14
b.Total Number of Members Added During 2022-2023	5
c. Total Number of Members who Departed during 2022-2023	1
d.Total Number of members, as set in Bylaws, Resolution or Minutes	6

3. Number of Board meetings held during 2022-2023

11

4. Number of Board meetings scheduled for 2023-2024

11

Total number of Voting Members on June 30, 2023:

14

Total number of Voting Members added during the 2022-2023 school year:

5

Total number of Voting Members who departed during the 2022-2023 school year:

1

Total Maximum Number of Voting members in 2022-2023, as set by the board in bylaws, resolution, or minutes:

7

Total number of Non-Voting Members on June 30, 2023:

0

Total number of Non-Voting Members added during the 2022-2023 school year:

0

Total number of Non-Voting Members who departed during the 2022-2023 school year:

0

Total Maximum Number of Non-Voting members in 2022-2023, as set by the board in bylaws, resolution or minutes:

0

Thank you.

Entry 8 Board Meeting Minutes

Completed - Aug 1 2023

Instructions - Required of Regents, NYCDOE, and Buffalo BOE Authorized Schools ONLY

Schools must upload a complete set of monthly board meeting minutes (July 2022-June 2023), which should match the number of meetings held during the 2022-2023 school year, as indicated in the above table. The minutes provided must be the final version approved by the school's Board of Trustees and may be uploaded individually or as one single combined file. Board meeting minutes must be submitted by **August 1, 2023**.

February-2023-Board-Meeting-Minutes-

Filename: February-2023-Board-Meeting-Minutes-.pdf **Size:** 100.6 kB

June-2023-Board-Meeting-Minutes-Draft-2

Filename: June-2023-Board-Meeting-Minutes-Draft-2.pdf **Size:** 89.9 kB

December-2022-Board-Meeting-Minutes-2

Filename: December-2022-Board-Meeting-Minutes-2.pdf **Size:** 94.6 kB

April-2023-Board-Meeting-Minutes-1

Filename: April-2023-Board-Meeting-Minutes-1.pdf **Size:** 245.2 kB

January-2023-Board-Meeting-Minutes-

Filename: January-2023-Board-Meeting-Minutes-.pdf **Size:** 102.8 kB

November-2022-Board-Meeting-Minutes-Great-Oaks-NYC-1

Filename: November-2022-Board-Meeting-Minute_soc3gao.pdf **Size:** 94.1 kB

May-2022-Board-Meeting-Minutes-

Filename: May-2022-Board-Meeting-Minutes-.pdf **Size:** 246.7 kB

September-2022-Board-Meeting-Minutes-2

Filename: September-2022-Board-Meeting-Minutes-2.pdf **Size:** 88.6 kB

October-2022-Board-Meeting-Minutes

Filename: October-2022-Board-Meeting-Minutes.pdf **Size:** 101.5 kB

July-2022-Board-Meeting-Minutes-

Filename: July-2022-Board-Meeting-Minutes-.pdf **Size:** 80.4 kB

[March-2023-Board-Meeting-Minutes-](#)

Filename: March-2023-Board-Meeting-Minutes-.pdf Size: 98.3 kB

Entry 9 Enrollment & Retention

Completed - Aug 1 2023

[Instructions for submitting Enrollment and Retention Efforts](#)

Required of ALL Charter Schools

Describe the good faith efforts the charter school has made in 2022-2023 toward meeting targets to attract and retain the enrollment of Students with Disabilities (SWDs), English Language Learners (ELLs), and students who are economically disadvantaged. In addition, describe the school's plans for meeting or making progress toward meeting its enrollment and retention targets in 2023-2024.

***SUNY-authorized charter schools**

The education corporation must include a plan for the charter to meet or exceed enrollment and retention targets established by the SUNY Trustees for students with disabilities, ELLs, and students who are eligible to participate in the FRPL program. See the [enrollment and retention target calculator](#) to find specific targets.

Entry 9 Enrollment and Retention of Special Populations

Good Faith Efforts to Meet Recruitment Targets (Attract)

	Describe Recruitment Efforts in 2022-2023	Describe Recruitment Plans in 2023-2024
Economically Disadvantaged	<p>Recruitment efforts were focused on CSD1, our current district with a high population of economically disadvantaged families, and CSD 2. Greater efforts in outreach were made this school year to include a higher frequency of school visits and attendance in school fairs. Partnerships with nonprofit organizations were developed to bring opportunities that were potentially unattainable to our student population.</p> <p>GO-NYC offers services that support economically disadvantaged students and families, which is shared as part of our recruitment outreach, including social worker access to families, high-dosage tutoring, reduced-cost uniforms, subsidies to school supplies, and subsidized public transportation.</p>	<p>Continuing to build upon the efforts from 2022-2023 will continue to deepen the connection within the new community with continuous outreach efforts with neighboring schools and community centers, increase awareness of the school through partnerships with settlements in the district, and ensure our summer school program continues to be accessible to all families regardless of their enrollment with Great Oaks.</p> <p>GO-NYC supports families experiencing economic difficulties by providing a variety of resources and services, including but not limited to ensuring that students have access to reduced-cost uniforms, subsidies to school supplies, subsidized public transportation, and digital resources (i.e. internet and computers). During recruitment efforts, these supports will be highlighted to all families.</p>
English Language Learners	<p>English Language Learners (ELLs) receive priority in our school application and lottery. Recruitment materials are produced in multiple languages to be read in the home.</p> <p>The school intentionally and strategically employs a diversity of staff members, including bi-lingual staff in languages including but not limited to: Spanish, Mandarin, Japanese, Cantonese and French/Creole.</p> <p>Students are supported in the</p>	<p>continue to receive priority in our school application and lottery. Staff will continue to assist families in translations and recruitment materials will continue to be offered in languages other than English.</p> <p>Students will continue to be supported in the classroom through an experienced ELL teacher to aid in their English acquisition.</p> <p>There will greater efforts to advertise on social media platforms which offers translations within the</p>

	<p>classroom through an experienced ELL teacher. GO-NYC provides an English acquisition program to supplement learning outside of the school.</p>	<p>platforms (i.e. Facebook and Instagram).</p>
<p>Students with Disabilities</p>	<p>Students with disabilities also receive priority in our school application and lottery. Students receive daily small group high-dosage tutoring with AmeriCorps Fellows, in addition to instruction in core content areas and electives.</p>	<p>GO-NYC has decreased class sizes to accommodate a smaller classroom with a minimum of 2 adults per core content class. Students will continue to receive daily high-dosage tutoring with AmeriCorps Fellows. All staff supporting in the classroom will be provided with continuous training to support with differentiation and small-group work.</p>

Good Faith Efforts To Meet Enrollment Retention Targets

	Describe Retention Efforts in 2022-2023	Describe Retention Plans in 2023-2024
Economically Disadvantaged	<p>Great Oaks practices an open door policy and invites families to regularly visit the school and be part of the day-to-day events.</p> <p>GO-NYC hosts a number of events throughout the year that incorporate family engagement such as, Student-Led Conferences, Talent Show, and Sports Banquet.</p> <p>The school's social work, culture, and leadership team are accessible to families and is part of GO-NYC's open-door policy.</p>	<p>Current families will have the ability to be involved in all school events and the open-door policy will continue to be in effect.</p> <p>Those experiencing housing instability or economic uncertainty will have any fees (i.e. graduation, technology, etc.) and uniform costs will be covered by the school.</p> <p>GO-NYC will support the families in ensuring transportation is accessible to all families by providing metrocards.</p>
English Language Learners	<p>Families receive support and help in their home language throughout the recruitment, application and enrollment process. This establishes a level of comfort with incoming families.</p>	<p>Families receive support and help in their home language throughout the recruitment, application and enrollment process. This establishes a level of comfort with incoming families.</p>
Students with Disabilities	<p>The school implements an Integrated Co-teaching model in all grades and subject areas.</p> <p>Students also receive daily small group tutoring with Americorps Fellows, in addition to instruction in core content and electives.</p> <p>The school ensures that students receive mandated services, including but not limited to counseling, speech & language, and occupational therapy. GONYC strategically employs a cadre of SPED teachers at every grade level as well as members of school leadership and its social work</p>	<p>Great Oaks will continue to implement the Integrated Co-teaching model in all grades and subject areas to support students with disabilities. The school will continue to ensure that SWD receive mandated services as per their IEP including, but not limited to counseling, occupational therapy, and speech & language support. In addition, the school will continue to promote smaller class sizes to meet students' needs.</p>

	team who coordinate services based on students' individual needs.	
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Entry 10 – Teacher and Administrator Attrition

Completed - Aug 1 2023

Form for "Entry 10 – Teacher and Administrator Attrition" Revised to Employee Fingerprint Requirements Attestation

A. TEACH System – Employee Clearance

Required of ALL Charter Schools

Charter schools must ensure that all prospective employees^[1] receive clearance through [the NYSED Office of School Personnel Review and Accountability](#) (OSPRA) prior to employment. **This includes paraprofessionals and other school personnel who are provided or assigned by the district of location, or related/contracted service providers.** After an employee has been cleared, schools are required to maintain proof of such clearance in the file of each employee. For the safety of all students, charter schools must take immediate steps to terminate the employment of individuals who have been denied clearance. Once the employees have been terminated, the school must terminate the request for clearance in the TEACH system.

In the Annual Report, charter schools are asked to confirm that all employees have been cleared through the NYSED TEACH system; and, if denied clearance, confirm that the individual or employee has been removed from the TEACH system, and is not employed by the school.

1. Emergency Conditional Clearances

Charter schools are **strongly discouraged** from using the emergency conditional clearance provisions for prospective employees. This is because the school must request clearance through NYSED TEACH, and the school's emergency conditional clearance of the employee terminates automatically once the school receives notification from NYSED regarding the clearance request. Status notification is provided for all prospective employees through the NYSED TEACH portal within 48 hours after the clearance request is submitted. Therefore, at most, a school's emergency conditional clearance will be valid for only 48 hours after approval by the board.

Schools are not permitted to renew or in any way re-establish a prospective employee's emergency conditional clearance after status notification is sent by NYSED through the TEACH portal.

Schools are asked to attest that they have reviewed and understand these requirements. More information can be found in the memo at [NYSED CSO Employee Clearance and Fingerprint Memo 10-2019](#).

^[1] Employees who must be cleared include, but are not limited to, teachers, administrative staff, janitors, security personnel and cafeteria workers, and other staff who are present when children are in the school building. **This includes paraprofessionals and other school personnel that are provided or assigned by the district of location, as well as related/contracted service providers.** See NYSED memorandum dated October 1, 2019 at <http://www.nysed.gov/common/nysed/files/programs/charter-schools/employeeefingerprintoct19.pdf> or visit the NYSED website at: <http://www.highered.nysed.gov/tsei/ospra/fingerprintingcharts.html> for more information regarding who must be fingerprinted. Also see, 8 NYCRR §87.2.

B. Emergency Conditional Clearances

Emergency Conditional Clearances

Charter schools are **strongly discouraged** from using the emergency conditional clearance provisions for prospective employees. This is because the school must request clearance through NYSED TEACH, and the school's emergency conditional clearance of the employee terminates automatically once the school receives notification from NYSED regarding the clearance request. Status notification is provided for all prospective employees through the NYSED TEACH portal within 48 hours after the clearance request is submitted. Therefore, at most, a school's emergency conditional clearance will be valid for only 48 hours after approval by the board.

Schools are not permitted to renew or in any way re-establish a prospective employee's emergency conditional clearance after status notification is sent by NYSED through the TEACH portal.

Schools are asked to attest that they have reviewed and understand these requirements. More information can be found in the memo at [NYSED CSO Employee Clearance and Fingerprint Memo 10-2019](#).

Attestation

Responses Selected:

I hereby attest that the school has reviewed, understands, and will comply with these requirements.

Entry 11 Percent of Uncertified Teachers

Completed - Aug 1 2023

Instructions

Required of Regents, NYCDOE, and Buffalo BOE Authorized Charter Schools ONLY

The table below reflects the information collected through the online portal for compliance with New York State Education Law 2854(3)(a-1) for teaching staff qualifications. Uncertified teachers are those not certified pursuant to the State Certification Requirements established by the NYSED Commissioner of Education.

Enter the relevant full-time equivalent (FTE) count of teachers in each column. For example, a school with 20 full-time teachers and 5 half-time teachers would have an FTE count of 22.5.

Entry 11 Uncertified Teachers

School Name:

Instructions for Reporting Percent of Uncertified Teachers

Required of Regents, NYCDOE, and Buffalo BOE Authorized Charter Schools ONLY

The table below reflects the information collected through the online portal for compliance with New York State Education Law 2854(3)(a-1) for teaching staff qualifications. Uncertified teachers are those not certified pursuant to the State Certification Requirements established by the NYSED Commissioner of Education.

Enter the relevant full-time equivalent (FTE) count of teachers in each column. For example, a school with 20 full-time teachers and 5 half-time teachers would have an FTE count of 22.5.

If more than one line applies to a teacher, please include in only one FTE uncertified category. Please do not include paraprofessionals, such as teacher aides.

CATEGORY A. 30% OR 5 UNCERTIFIED TEACHERS WHICHEVER IS LESS

	FTE Count
i. FTE count of uncertified teacher with at least three years of elementary, middle or secondary classroom teaching experience (as of June 30, 2023)	5
ii. FTE count of uncertified teachers who are tenured or tenure track college faculty (as of June 30, 2023)	0
iii. FTE count of uncertified teachers with two years of Teach for America experience (as of June 30, 2023)	0
iv. FTE count of uncertified teachers with exceptional business, professional, artistic, athletic, or military experience (as June 30, 2023)	0
Total Category A: 5 or 30% whichever is less	5.0

CATEGORY B. PLUS FIVE UNCERTIFIED TEACHERS IN MATHEMATICS, SCIENCE, COMPUTER SCIENCE, TECHNOLOGY OR CAREER AND TECHNICAL EDUCATION.

	FTE Count
i. Mathematics	5
ii. Science	0
iii. Computer Science	0
iv. Technology	0
v. Career and Technical Education	0
Total Category B: not to exceed 5	5.0

CATEGORY C: PLUS 5 ADDITIONAL UNCERTIFIED TEACHERS

	FTE Count
i. FTE count of uncertified teacher with at least three years of elementary, middle or secondary classroom teaching experience (as of June 30, 2023)	4
ii. FTE count of uncertified teachers who are tenured or tenure track college faculty (as of June 30, 2023)	
iii. FTE count of uncertified teachers with two years of Teach for America experience (as of June 30, 2023)	
iv. FTE count of uncertified teachers with exceptional business, professional, artistic, athletic, or military experience (as June 30, 2023)	1
Total Category C: not to exceed 5	5.0

TOTAL FTE COUNT OF UNCERTIFIED TEACHERS (Sum of Categories A, B AND C)

(Include teachers who do not fit in one of these categories or if did fit would exceed the numerical limits for that category)

	FTE Count
Total	20

CATEGORY D: TOTAL FTE COUNT OF UNCATEGORIZED, UNCERTIFIED TEACHERS

(Include teachers who do not fit in one of these categories or if did fit would exceed the numerical limits for that category)

	FTE Count
Total Category D	2

CATEGORY E: TOTAL FTE COUNT OF CERTIFIED TEACHERS

	FTE Count
Total Category E	10

CATEGORY F: TOTAL FTE COUNT OF ALL TEACHERS

Please do not include paraprofessionals, such as teacher aides.

	FTE Count
Total Category F	32



Thank you.

Entry 12 Organization Chart

Completed - Aug 1 2023

[Instructions](#)

Required of Regents, NYCDOE, and Buffalo BOE Authorized Charter Schools ONLY

Upload the 2022-2023 **Organization Chart**. The organization chart should be a graphic representation (A list will not be accepted.) and should include position titles and reporting (hierarchical) relationships. Employee names should **not** appear on the chart.

[GO-NYC Organization Chart](#)

Filename: GO-NYC_Organization_Chart.pdf Size: 154.0 kB

Entry 13 School Calendar

Completed - Aug 1 2023

[Instructions for submitting School Calendar](#)

Required of ALL Charter Schools

If the charter school has a tentative calendar based on available information and guidance at the time, please submit with the August 1, 2023 submission. Charter schools must upload a final school calendar into the portal and may do so at any time but no later than **September 15, 2023**.

School calendars must meet the [minimum instructional requirements](#) as required of other public schools "... *unless the school's charter requires more instructional time than is required under the regulations.*"

Board of Regents-authorized charter schools also are required to submit school calendars that clearly indicate the start and end date of the instructional year AND the number of instructional hours and/or instructional days for each month (also used to align to schools with extended days/years referenced in their mission statements/key design elements). See an example of a calendar showing the requested information. Schools **must** use a calendar format and ensure there is a monthly tally of instructional days.

PLEASE NOTE: This is a required task, and it is marked optional for administrative purposes only.

[GO-NYC 2023-2024 Calendar](#)

Filename: GO-NYC_2023-2024_Calendar.pdf Size: 192.9 kB

Entry 14 Staff Roster

Completed - Aug 1 2023

[INSTRUCTIONS](#)

Required of Regents and NYCDOE-authorized Charter Schools ONLY

Please click on the MS Excel [Faculty/Staff Roster Template](#) and provide the following information for **ANY and ALL** instructional and non-instructional employees (all faculty and staff employed by the school during the 2022-2023 school year).

Use of the 2022-2023 Annual Report Faculty/Staff Roster Template is required. Each of the data elements, with the exception of the Notes, are required, and use of the drop-down options, when provided, is also required.

Reminders: Please use the Notes section provided to add any additional information as deemed necessary. Failure to adhere to the guidelines and validations in the Faculty/Staff Roster Template will result in a resubmission of a fully corrected roster.

Here is the complete list of data elements in the roster template and an explanation of what information is required to correctly complete this task.

Roster Data Elements	Explanations
Authorizer NOTE: MUST BE DONE FIRST	Select your school's authorizer from the drop-down list first, before completing the roster.
School Name and Institution ID	Select your school's name from the drop-down list .
Faculty/Staff First Name	Enter the first name of the Faculty/Staff person.
Faculty/Staff Last Name	Enter the last name of the Faculty/Staff person.

TEACH ID	Enter the 7 digit TEACH ID for the Faculty/Staff person.
Role in School	Select the best choice of role of the Faculty/Staff person from the drop-down list .
CPR/AED Certification Status	Select the appropriate choice from the drop-down list .
Hire Date	Enter the date that the Faculty/Staff person was hired.
Start Date	Enter the date that the Faculty/Staff person actually began employment in this school.
Total Years' Experience in this Role	Enter Total Years of Experience that the Faculty/Staff person has in their current role.
Total Years at this School	Enter the Total Years that the Faculty/Staff person has been employed in this school.
Out-of-Certification Justification	Select the appropriate choice from the drop-down list .
Subject Taught	Select the appropriate choice from the drop-down list .
Notes	Optional

[Great Oaks Charter School Faculty and Staff Roster](#)

Filename: Great_Oaks_Charter_School_Faculty_Cn8bM5L.xlsx **Size:** 25.4 kB

Optional Additional Documents to Upload (BOR)

Incomplete

GREAT OAKS CHARTER SCHOOL

MANHATTAN, NEW YORK

AUDITED FINANCIAL STATEMENTS

REPORT REQUIRED BY
GOVERNMENT AUDITING STANDARDS

AND

INDEPENDENT AUDITOR'S REPORTS

JUNE 30, 2023

(With Comparative Totals for 2022)



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BUSINESS
ADVISORS
AND CPAS

INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Great Oaks Charter School

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Great Oaks Charter School, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Great Oaks Charter School as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Great Oaks Charter School and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Oaks Charter School's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Great Oaks Charter School's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Oaks Charter School's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Great Oaks Charter School's June 30, 2022 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 13, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Report Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2023 on our consideration of Great Oaks Charter School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Great Oaks Charter School's internal control over financial reporting and compliance.

[REDACTED]

Rochester, New York
October 25, 2023

GREAT OAKS CHARTER SCHOOL

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2023

(With Comparative Totals for 2022)

<u>ASSETS</u>	June 30,	
	<u>2023</u>	<u>2022</u>
<u>CURRENT ASSETS</u>		
Cash	\$ 81,587	\$ 660,032
Grants and contracts receivables	445,685	365,341
Prepaid expenses	21,375	2,850
Due from related party	<u>211,430</u>	<u>174,350</u>
TOTAL CURRENT ASSETS	760,077	1,202,573
<u>PROPERTY AND EQUIPMENT, net</u>	165,422	185,364
<u>OTHER ASSETS</u>		
Cash in escrow	75,268	75,253
Security deposits	<u>308,894</u>	<u>318,794</u>
	<u>384,162</u>	<u>394,047</u>
TOTAL ASSETS	<u>\$ 1,309,661</u>	<u>\$ 1,781,984</u>
<u>LIABILITIES AND NET ASSETS</u>		
<u>CURRENT LIABILITIES</u>		
Accounts payable and accrued expenses	223,120	252,763
Accrued payroll and benefits	293,233	253,700
Due to related party	114,625	-
Deferred revenue	-	145,904
Promissory note payable	<u>200,000</u>	<u>-</u>
TOTAL CURRENT LIABILITIES	830,978	652,367
<u>OTHER LIABILITIES</u>		
Paycheck Protection Program loan payable	-	425,000
Deferred lease liability	<u>-</u>	<u>8,432</u>
OTHER LIABILITIES	<u>-</u>	<u>433,432</u>
TOTAL LIABILITIES	<u>830,978</u>	<u>1,085,799</u>
<u>NET ASSETS</u>		
Without donor restrictions	<u>478,683</u>	<u>696,185</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,309,661</u>	<u>\$ 1,781,984</u>

The accompanying notes are an integral part of the financial statements.

GREAT OAKS CHARTER SCHOOL

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

	Year ended June 30,	
	2023	2022
Operating revenue and other support:		
Resident student enrollment	\$ 4,978,729	\$ 5,113,417
Students with disabilities	1,623,146	1,692,500
Government grants and contracts	986,385	507,789
NYCDOE rental assistance revenue	1,258,893	1,271,181
In-kind contributions	660,319	632,998
Paycheck Protection Program loan forgiveness	425,000	-
Contributions and other income	191,631	178,114
TOTAL OPERATING REVENUE AND SUPPORT	10,124,103	9,395,999
Expenses:		
Program services:		
Regular education	6,824,174	6,500,479
Special education	3,172,551	2,554,256
Management and general	344,880	324,287
TOTAL EXPENSES	10,341,605	9,379,022
CHANGE IN NET ASSETS	(217,502)	16,977
Net assets at beginning of year	696,185	679,208
NET ASSETS AT END OF YEAR	\$ 478,683	\$ 696,185

The accompanying notes are an integral part of the financial statements.

GREAT OAKS CHARTER SCHOOL

STATEMENT OF FUNCTIONAL EXPENSES

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

		Year ended June 30,					
		2023					2022
		Program Services			Management and General	Total	Total
	No. of Positions	Regular Education	Special Education	Sub-total			
Personnel services costs:							
Administrative staff personnel	23	\$ 1,071,848	\$ 359,807	\$ 1,431,655	\$ 159,073	\$ 1,590,728	\$ 1,630,736
Instructional personnel	30	2,014,098	1,138,351	3,152,449	-	3,152,449	2,694,302
Total salaries and wages	53	3,085,946	1,498,158	4,584,104	159,073	4,743,177	4,325,038
Payroll taxes and employee benefits		554,260	269,081	823,341	28,571	851,912	801,228
In-kind services		476,451	159,939	636,390	-	636,390	619,148
Professional development		109,155	52,992	162,147	5,627	167,774	150,595
Professional fees		501,277	243,358	744,635	67,278	811,913	891,912
Student and staff recruitment		37,417	14,104	51,521	531	52,052	9,074
Curriculum and classroom		152,715	52,313	205,028	361	205,389	148,679
Supplies and materials		64,738	25,445	90,183	1,278	91,461	171,195
Insurance		57,699	28,012	85,711	2,974	88,685	83,290
Information technology		113,661	54,089	167,750	5,483	173,233	109,628
Occupancy / facility costs		1,501,041	699,637	2,200,678	67,366	2,268,044	1,699,029
Non-capitalized equipment and furnishings		5,344	2,465	7,809	231	8,040	30,520
Repairs and maintenance		27,786	12,346	40,132	1,039	41,171	60,791
Depreciation and amortization		72,503	35,199	107,702	3,737	111,439	217,723
Other		64,181	25,413	89,594	1,331	90,925	61,172
		<u>\$ 6,824,174</u>	<u>\$ 3,172,551</u>	<u>\$ 9,996,725</u>	<u>\$ 344,880</u>	<u>\$ 10,341,605</u>	<u>\$ 9,379,022</u>

The accompanying notes are an integral part of the financial statements.

GREAT OAKS CHARTER SCHOOL

STATEMENT OF CASH FLOWS

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

	Year ended June 30,	
	<u>2023</u>	<u>2022</u>
<u>CASH FLOWS - OPERATING ACTIVITIES</u>		
Change in net assets	\$ (217,502)	\$ 16,977
Adjustments to reconcile change in net assets to net cash (used for) provided from operating activities:		
Depreciation and amortization	111,439	217,723
Paycheck Protection Program loan forgiveness	(425,000)	-
Changes in certain assets and liabilities affecting operations:		
Grants and contracts receivables	(80,344)	(123,718)
Prepaid expenses	(18,525)	42,387
Due from related party	(37,080)	(4,350)
Accounts payable and accrued expenses	(29,643)	202,928
Accrued payroll and benefits	39,533	95,244
Due to related party	114,625	(1,200)
Deferred revenue	(145,904)	145,904
Deferred lease liability	<u>(8,432)</u>	<u>(55,318)</u>
NET CASH (USED FOR) PROVIDED FROM OPERATING ACTIVITIES	(696,833)	536,577
<u>CASH FLOWS - INVESTING ACTIVITIES</u>		
Purchases of property and equipment	(91,497)	(139,158)
Security deposits	<u>9,900</u>	<u>(9,300)</u>
NET CASH USED FOR INVESTING ACTIVITIES	(81,597)	(148,458)
<u>CASH FLOWS - FINANCING ACTIVITIES</u>		
Borrowings of promissory note	<u>200,000</u>	<u>-</u>
NET CASH PROVIDED FROM FINANCING ACTIVITIES	<u>200,000</u>	<u>-</u>
NET (DECREASE) INCREASE IN CASH AND RESTRICTED CASH	(578,430)	388,119
Cash and restricted cash at beginning of year	<u>735,285</u>	<u>347,166</u>
CASH AND RESTRICTED CASH AT END OF YEAR	<u>\$ 156,855</u>	<u>\$ 735,285</u>

GREAT OAKS CHARTER SCHOOL
STATEMENT OF CASH FLOWS, Cont'd
YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

	<u>Year ended June 30,</u>	
	<u>2023</u>	<u>2022</u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Reconciliation of cash reported within the statements of financial position that sum to the total amounts shown in the statement of cash flows:		
Cash	\$ 81,587	\$ 660,032
Cash in escrow	<u>75,268</u>	<u>75,253</u>
Total cash and restricted cash shown in the statement of cash flows	<u>\$ 156,855</u>	<u>\$ 735,285</u>
<u>NON-CASH OPERATING ACTIVITIES</u>		
In-kind - contributed tutor services and contributed textbooks	<u>\$ 660,319</u>	<u>\$ 632,998</u>

The accompanying notes are an integral part of the financial statements.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE A: THE CHARTER SCHOOL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Charter School

Great Oaks Charter School (the “Charter School”) is an educational corporation that operates as a charter school in Manhattan, New York. On November 5, 2012, the Board of Regents and the Board of Trustees of the University of the State of New York, for and on the behalf of the State Department of Education granted the Charter School a charter valid for a term of five years and renewable upon expiration. On June 14, 2022, the Charter School was awarded a three-year renewal through June 30, 2025. The Charter School was granted a charter for grades 6-12. The Charter School was organized to create a rigorous, supportive middle and high school program that ensures its graduates have the requisite knowledge and habits of mind to earn a degree from a competitive four-year college or University. During the fiscal years 2023 and 2022, the Charter School operated classes for 283 students in grades 6 through 10 and operated classes for 304 students in grades 6 through 9, respectively.

Basis of accounting

The Charter School maintains its books and records on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

Classification of net assets

To ensure observance of limitations and restrictions placed on the use of resources available to the Charter School, the accounts of the Charter School are maintained in accordance with the principles of accounting for not-for-profit Charter Schools. This is the procedure by which resources are classified for reporting purposes into net asset groups, established according to their nature and purpose. Accordingly, all financial transactions have been recorded and reported by net asset group.

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board of Trustees has discretionary control to use these in carrying on operations in accordance with the guidelines established by the Charter School.

Net Assets With Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Charter School had no net assets with donor restrictions at June 30, 2023 or 2022.

Revenue recognition

Revenue from Exchange Transactions: The Charter School recognizes revenue in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers, as amended. ASU 2014-09 applies to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE A: THE CHARTER SCHOOL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

The Charter School records substantially all revenues over time as follows:

Public school district revenue

The Charter School recognizes revenue as educational programming is provided to students throughout the year. The Charter School earns public school district revenue based on the approved per pupil tuition rate of the public school district in which the pupil resides. The amount received each year from the resident district is the product of the approved per pupil tuition rate and the full-time equivalent student enrollment of the School. Each NYS school district has a fixed per pupil tuition rate which is calculated annually by NYSED in accordance with NYS Education Law. Amounts are billed in advance every other month and payments are typically received in six installments during the year. At the end of each school year, a reconciliation of actual enrollment to billed enrollment is performed and any additional amounts due or excess funds received are agreed upon between the Charter School and the district(s) and are paid or recouped. Additional funding is available for students requiring special education services. The amount of additional funding is dependent upon the length of time and types of services provided by the Charter School to each student, subject to a maximum amount based upon a set rate for each district as calculated by NYSED.

Rental assistance

Facilities rental assistance funding is provided by the New York City Dept of Education (NYCDOE) to qualifying charter schools located in the five boroughs of NYC. In order to receive rental assistance funding, a charter school must have commenced instruction or added grade levels in the 2014-15 school year or thereafter, and go through a space request process with the NYCDOE. If NYCDOE is not able to provide adequate space, the charter school can become eligible for rental assistance. Rental assistance is calculated as the lesser of 30% of the per-pupil tuition rate for NYC times the number of students enrolled, or actual total rental costs. As rental assistance is based on the number of students enrolled, revenue is recognized throughout the year as educational programming is provided to students.

The following table summarizes contract balances at their respective statement of financial position dates:

		June 30,	
	2023	2022	2021
Grants and contracts receivables	\$ 2,903	\$ -	\$ 15,926
Accounts payable and accrued expenses	-	28,405	-

Contributions

The Charter School recognizes contributions when cash, securities or other assets, an unconditional promise to give, or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met.

Contributions and unconditional promises to give are recorded as revenue in the appropriate class of net assets depending on the existence of any donor restrictions. A contribution that is received and expended in the same period for a specific purpose is classified as revenue without donor restrictions.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE A: THE CHARTER SCHOOL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Grant revenue

Some of the Charter School's revenue is derived from cost-reimbursable federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Charter School has incurred expenditures in compliance with specific contract or grant provisions. Certain grants are subject to audit and retroactive adjustments by its funders. Any changes resulting from these audits are recognized in the year they become known. Qualifying expenditures that have been incurred but are yet to be reimbursed are reported as grants and contracts receivable in the accompanying statement of financial position. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue in the accompanying statement of financial position, which amounted to approximately \$- and \$145,900 at June 30, 2023 and 2022, respectively.

Cash

Cash balances are maintained at financial institutions located in New York and are insured by the Federal Deposit Insurance Corporation up to \$250,000 at each institution. In the normal course of business, the cash account balances at any given time may exceed insured limits. However, the Charter School has not experienced any losses in such accounts and does not believe it is exposed to significant risk in cash.

Cash in escrow

The Charter School maintains cash in an escrow account, pursuant to its Charter Agreement, to pay off expenses in the event of dissolution of the Charter School. The amount in escrow was approximately \$75,000 as of June 30, 2023 and 2022.

Grants and contracts receivables

Grants and contracts receivables are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts based on its assessment of the current status of individual receivables from grants, agencies and others. Balances that are still outstanding after management has used reasonable collection efforts are written off against the allowance for doubtful accounts. There was no allowance for doubtful accounts at June 30, 2023 and 2022.

Property and equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method on a basis considered adequate to depreciate the assets over their estimated useful lives, which range from three to seven years. Items with a cost of \$2,500 or more and an estimated useful life of more than one year are capitalized. Leasehold improvements are being amortized over the term of the lease or the useful life of the improvement, whichever is shorter.

Tax exempt status

The Charter School is a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code and applicable state regulations and, accordingly, is exempt from federal and state taxes on income.

The Charter School files Form 990 tax returns in the U.S. federal jurisdiction. The tax returns for the years ended June 30, 2020 through June 30, 2023 are still subject to potential audit by the IRS. Management of the Charter School believes it has no material uncertain tax positions and, accordingly it will not recognize any liability for unrecognized tax benefits.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE A: THE CHARTER SCHOOL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Marketing costs

The Charter School expenses marketing costs as they are incurred. Total marketing and recruiting costs approximated \$52,100 and \$9,100 for the years ended June 30, 2023 and 2022, respectively.

Contributed services

The Charter School receives transportation services, metro cards, certain special education services and physical, occupational, vision, hearing, and speech therapy for students from the local district as part of the district's responsibility for students from their district.

Gifts-In-kind

Gifts and donations other than cash are recorded at fair market value at the date of contribution. In-kind contributions consist of services of tutors paid for by Great Oaks Foundation, Inc. ("GOF"). The Charter School valued the contributed tutor services by utilizing the actual payroll totals GOF paid the tutors that worked for the Charter School during the fiscal year. The Charter School recorded \$636,390 and \$619,148 of in-kind tutor services during the years ended June 30, 2023 and 2022, respectively. The Charter School also received contributed textbooks. In valuing the contributed textbooks, the Charter School estimated the fair value based upon comparable textbooks across the industry. There were no associated donor restrictions with the contributed tutor services or textbooks.

The table below outlines the program utilizations:

Contributed Nonfinancial Assets	June 30,			
	2023			2022
	Program			
	Regular education	Special education	Total	Total
Tutor services	\$ 476,451	\$ 159,939	\$ 636,390	\$ 619,148
Text books - supplies and materials	17,915	6,014	23,929	13,850
	<u>\$ 494,366</u>	<u>\$ 165,953</u>	<u>\$ 660,319</u>	<u>\$ 632,998</u>

Use of estimates in the preparation of financial statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE A: THE CHARTER SCHOOL AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Cont'd

Comparatives for year ended June 30, 2022

The financial statements include certain prior year summarized comparative information in total but not by net asset class or functional classification. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Charter School's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Adoption of new accounting standard – leases

In February 2016, the FASB issued a new standard related to leases to increase transparency and comparability among entities by requiring the recognition of ROU assets and lease liabilities on the consolidated statement of financial position. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases under current U.S. GAAP. For nonpublic entities, the FASB voted on May 20, 2020, to extend the guidance in this new standard to be effective for fiscal years beginning after December 15, 2021, and interim periods within fiscal years beginning after December 15, 2022. The Charter School implemented this standard with no impact to the financial statements.

New accounting pronouncement – credit losses

In June 2016 the FASB issued ASU 2016-13, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" (ASU 2016-13), which requires entities to use a new impairment model referred to as the current expected credit losses (CECL) model rather than incurred losses. The new standard affects accounting for loans, accounts (trade) receivable, held-to-maturity debt securities, and other financial assets included in the scope. For non-public entities, the new standard is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. The Charter School is currently evaluating the provisions of this standard to determine the impact the new standard will have on the Charter School's financial position or results of operations.

Subsequent events

The Charter School has conducted an evaluation of potential subsequent events occurring after the statement of financial position date October 25, 2023, which is the date the financial statements are available to be issued. No subsequent events requiring disclosure were noted, except as disclosed in Note D.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE B: LIQUIDITY AND AVAILABILITY

The Charter School regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Charter School's main source of liquidity is its cash accounts.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Charter School considers all expenditures related to its ongoing activities of teaching, and public service as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Charter School operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following at June 30, 2023 and 2022:

	June 30,	
	2023	2022
Cash	\$ 81,587	\$ 660,032
Grants and contracts receivables	<u>445,685</u>	<u>365,341</u>
Total financial assets available to management for general expenditures within one year	<u>\$ 527,272</u>	<u>\$ 1,025,373</u>

NOTE C: PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	June 30,	
	2023	2022
Equipment	\$ 789,069	\$ 708,144
Furniture and fixtures	282,337	271,765
Software	21,413	21,413
Leasehold improvements	<u>1,192,877</u>	<u>1,192,877</u>
	2,285,696	2,194,199
Less accumulated depreciation	<u>2,120,274</u>	<u>2,008,835</u>
	<u>\$ 165,422</u>	<u>\$ 185,364</u>

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE D: SCHOOL FACILITY AND TUTOR HOUSING

On June 24, 2015, the Charter School entered into a sublease for the third floor in their location at Delancey Street, New York. The lease commenced on July 1, 2015 and would have expired in February 2022. In April 2021, the lease was amended to extend the lease through August 2023. On May 1, 2018, the Charter School entered into a lease for the second floor in their location at Delancey Street, New York. The rent commencement date was July 1, 2018 and would have expired in August 2021. In April 2021, the lease was amended to extend the lease through August 2023. Rent expense for the years ended June 30, 2023 and 2022 was approximately \$1,471,000 and \$1,264,000 respectively. The remaining future minimum payments required under this agreement is approximately \$231,000.

The Charter School also leases several apartment units to provide tutors with housing. Leases are renewed annually and rent expense for tutor housing for the years ended June 30, 2023 and 2022 was \$169,850 and \$216,650 respectively.

On August 16, 2022, the Great Oaks Foundation signed a master lease agreement with the Church of Our Lady of Pompeii ("OLP") for a facility to be the site of the School. The lease agreement will begin no later than August 1, 2023. The term of the lease is for 20 years with a 10 year renewal option. The annual rent is \$1,521,156 for the first year escalating by 2% each subsequent year. The lease includes capital project credits to be allocated across months 9 to 50.

On May 2, 2023, the Charter School signed a sublease agreement with the Great Oaks Foundation. The sublease agreement will begin no later than August 1, 2023. The term of the sublease is 30 years unless the master lease is terminated at an earlier date. The annual rent is expected to be \$1,519,048 for the first year, \$1,753,189 for the second year, \$1,902,351 for the third year, then escalating by 3.5% each subsequent year. In addition, the Charter School will be responsible for their proportionate share of the utilities. The Charter School moved into this new facility in August 2023.

The minimum lease payments due for this sublease agreement for the initial year 20 year period are as follows:

<u>Year ending June 30,</u>	<u>Amount</u>
2024	\$ 1,519,048
2025	1,753,189
2026	1,902,351
2027	1,968,933
2028	2,037,846
Thereafter	<u>40,697,882</u>
	<u>\$ 49,879,249</u>

The expected budget for the buildout of the School is approximately \$3,500,000.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE E: CONTINGENCY

Certain grants and contracts may be subject to audit by funding sources. Such audits might result in disallowance of costs submitted for reimbursement by the Charter School. Management is of the opinion that such disallowances, if any, will not have a material effect on the accompanying financial statements. Accordingly, no amounts have been provided in the accompanying financial statements for such potential claims.

NOTE F: CONCENTRATIONS

For the years ended June 30, 2023 and 2022, approximately 78% and 86% of total operating revenue and support came from per-pupil funding provided by New York State through the New York City Department of Education and NYCDOE rental assistance, respectively. The per-pupil rate is set annually by the State based on the school district in which the Charter School's students are located.

At June 30, 2023 and 2022, approximately 99% and 100% of grants and contracts receivable were due from federal agencies relating to certain grants, respectively.

NOTE G: RELATED PARTY TRANSACTIONS

The Charter School entered into an academic, tutor and business service agreement with Great Oaks Foundation, Inc. ("GOF"), a not-for-profit organization dedicated to help start and run charter schools. The agreement provides academic, management and other administrative support services to the Charter School. Pursuant to the terms of the agreement, the Charter School shall pay GOF a fee equivalent to 8.5% of the budgeted noncompetitive public revenue of the school for the year. Additionally, in 2017 the agreement was amended to include an additional service fee from the Charter School for each tutor, staff and teacher to the Charter School. The current agreement is effective through June 30, 2024; however, the agreement automatically renews for successive one-year periods until the expiration of the Charter unless the Board of Trustees, by majority vote, or the Foundation declines to renew the agreement. Service fees were \$716,547 and \$755,778 for the years ended June 30, 2023 and 2022, respectively. These amounts are included in professional fees in the accompanying statement of functional expenses.

There were \$99,300 and \$-, respectively, of service fees and other liabilities accrued in amounts due to related party on the accompanying statement of financial position at June 30, 2023 and 2022.

In addition to the service fees described, the Charter School will pay GOF for expenses incurred on the Charter School's behalf. There were \$15,300 of reimbursable expenses accrued in amounts due to related party on the accompanying statement of financial position at June 30, 2023 and none at June 30, 2022.

Approximately \$211,000 and \$174,000 of grant funding and reimbursement of certain expenses are due from GOF to the Charter School at June 30, 2023 and 2022, respectively. This amount is included in due from related party on the accompanying statement of financial position.

In April 2023, the Charter School obtained a \$200,000 promissory note from GOF, due in quarterly principal installments, of \$50,000 plus interest of 6%, on July 15, 2023, October 15, 2023, January 15, 2024, and March 15, 2024.

GREAT OAKS CHARTER SCHOOL

NOTES TO FINANCIAL STATEMENTS, Cont'd

YEAR ENDED JUNE 30, 2023
(With Comparative Totals for 2022)

NOTE H: PAYCHECK PROTECTION PROGRAM LOAN PAYABLE

In response to the COVID-19 outbreak, in April 2020, the Charter School applied for and was approved by a bank for a loan of \$425,000 through the Paycheck Protection Program established by the Small Business Administration. The loan had a maturity of 2 years and an interest rate of 1%. The loan had the potential for forgiveness provided certain requirements were met by the Charter School. The loan was funded on May 4, 2020. In January 2023, the Small Business Administration approved the full forgiveness of the loan and all accrued interest, which was reported as Paycheck Protection Program loan forgiveness on the accompanying statement of activities and changes in net assets for the year ended June 30, 2023.

NOTE I: RETIREMENT PLAN

The Charter School sponsors a defined contribution 403(b) plan covering all eligible employees. The Charter School matches 50% of the portion of the elective employee deferrals which does not exceed 4% of the participant's annual compensation. The Charter School may also elect to make additional contributions to the plan on a discretionary basis. The Charter School made contributions of approximately \$14,000 and \$17,300 for the years ended June 30, 2023 and 2022, respectively.

NOTE J: FUNCTIONAL EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. All expenses that are allocated to more than one program or supporting function are allocated on the basis of estimates of time and effort.

NOTE K: FINANCIAL IMPACT OF COVID-19 OUTBREAK

In response to the COVID-19 outbreak, the Federal Government passed several COVID relief acts which include funding for elementary and secondary education. The Elementary and Secondary School Emergency Relief Fund (ESSER Fund) was established to award grants to state and local educational agencies. The Charter School has recognized \$679,391 and \$286,625 of revenue relative to ESSER grants during the years ended June 30, 2023 and 2022, respectively. As of June 30, 2023, the Charter School has \$109,382 of ESSER grants still available through September 30, 2024.

GREAT OAKS CHARTER SCHOOL

REPORT REQUIRED BY GOVERNMENT AUDITING STANDARDS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Great Oaks Charter School

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Great Oaks Charter School, which comprise the statement of financial position as of June 30, 2023 and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Great Oaks Charter School's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Great Oaks Charter School's internal control. Accordingly, we do not express an opinion on the effectiveness of Great Oaks Charter School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

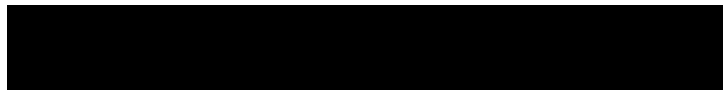
As part of obtaining reasonable assurance about whether Great Oaks Charter School financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and responses as item 2023-01.

Great Oaks Charter School's Response to Finding

Great Oaks Charter School's response to the finding identified in our audit is described in the accompanying schedule of prior year findings and responses. Great Oaks Charter School's response was not subjected to the auditing procedures applied in the audit in the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Rochester, New York
October 25, 2023

GREAT OAKS CHARTER SCHOOL
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED JUNE 30, 2023

Finding 2023-001

Statement of condition

For the 2022-2023 school year, Great Oaks Charter School incurred an enrollment deficiency. The Charter School did not receive notification of under enrollment from NYSED.

Criteria and effect of conditions

The Charter School did not achieve the 85% threshold allowable under its Charter Agreement that serves as a minimum to indicate a School is maintaining sufficient enrollment demand to “meet or come close to meeting” the enrollment plan outlined in its charter.

Recommendation

We recommend the Charter School develop a plan to increase enrollment in conjunction with discussing a reduction in the thresholds with NYSED as a result of the delay in adding additional grades.

Management’s response

We concur with the finding. This finding has been reviewed with the School leadership. The School applied for a smaller enrollment count which was approved by NYSED in February 2023 to be reflected beginning FY2024.

GREAT OAKS CHARTER SCHOOL

SCHEDULE OF PRIOR YEAR FINDINGS AND RESPONSES

YEAR ENDED JUNE 30, 2023

Finding 2021-001

Statement of condition

For the 2020-2021 school year, Great Oaks Charter School incurred an enrollment deficiency. The Charter School did not received notification of under enrollment from NYSED.

Criteria and effect of conditions

The Charter School did not achieve the 85% threshold allowable under its Charter Agreement that serves as a minimum to indicate a School is maintaining sufficient enrollment demand to “meet or come close to meeting” the enrollment plan outlined in its charter.

Recommendation

We recommend the Charter School develop a plan to increase enrollment in conjunction with discussing a reduction in the thresholds with NYSED as a result of the delay in adding additional grades.

Management’s response

We concur with the finding. This finding has been reviewed with School leadership. Although notification from NYSED of under-enrollment has yet to be issued so that the School could respond promptly during the school year, corrective action has been taken with the NYSED to seek a waiver due to COVID limitation to recruit, COVID’s impact on the city’s population and the delay in adding grades as referenced in the 2018 charter renewal.

Current status

The Charter School incurred an enrollment deficiency in the 2021-2022 school year and did not achieve the 85% threshold allowable under its Charter Agreement that serves as a minimum to indicate a School is maintaining sufficient enrollment demand to “meet or come close to meeting” the enrollment plan outlined in its charter. As of October 13, 2022 the school has not received notification of under enrollment from NYSED. However, the Charter School proactively communicated with NYSED and has submitted a plan to reduce their enrollment plan in their charter renewal that is effective July 1, 2022. This reduction plan is being reviewed by NYSED and is expected to be approved.

Management’s response

See Finding 2023-001



BUSINESS
ADVISORS
AND CPAS

June 22, 2023

Board of Trustees
Great Oaks Charter School
38 Delancey Street, 3rd Floor
New York, NY 10002

Dear Board of Trustees:

You have requested that we audit the basic financial statements of Great Oaks Charter School, which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ending, and the related notes to the financial statements.

In addition, we will audit the entity's compliance over major federal award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on the financial statements and an opinion on compliance regarding the entity's major federal award programs.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Schedule of Expenditures of Federal Awards (SEFA)

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of consolidated financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Great Oaks Charter School's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and, if applicable, in accordance with any state or regulatory audit requirements. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Great Oaks Charter School's basic financial statements. Our report will be addressed to the Board of Directors of Great Oaks Charter School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

At the conclusion of the audit, we will provide copies of our reports to you; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We also will issue a written report to those charged with governance and an advisory comment letter (if applicable) upon completion of our audit.

Audit of Major Program Compliance

Our audit of Great Oaks Charter School's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
- d. For maintaining records that adequately identify the source and application of funds for federally funded activities;
- e. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
- f. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- g. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- h. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
- i. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- j. For taking prompt action when instances of noncompliance are identified;
- k. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- l. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- m. For submitting the reporting package and data collection form to the appropriate parties;
- n. For making the auditor aware of any significant vendor/contractor relationships where the vendor/contractor is responsible for program compliance;

- o. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
- p. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- q. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
- r. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- s. For informing us of any known or suspected fraud affecting the entity involving management, employees with a significant role in internal control and others where fraud could have a material effect on compliance;
- t. For the accuracy and completeness of all information provided;
- u. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- v. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the schedule of expenditures of federal awards in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the supplementary information and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule of expenditures of federal awards will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit, including your understanding of your responsibilities as defined in this letter to us in your management representation letter.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

With respect to any non-attest services we perform, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by Great Oaks Charter School's management.
- Prepare federal information returns with supporting schedules for the year ending June 30, 2023.
- Answer inquiries on specific tax matters.
- We will advise you about appropriate accounting principles and their application and will assist the Organization in preparing the financial statements and related footnote disclosures for the year ending June 30, 2023, based on information in the trial balance and other information that comes to our attention during the course of our engagement.

We will not assume management responsibilities on behalf of Great Oaks Charter School. However, we will provide advice and recommendations to assist management of Great Oaks Charter School in performing its responsibilities.

Great Oaks Charter School' management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the AICPA.
- The non-attest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise Great Oaks Charter School with regard to positions taken in the preparation of the information return, but Great Oaks Charter School must make all decisions with regard to those matters.

These non-attest services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Our work in connection with the preparation of the information returns does not include any procedures designed to discover defalcations or other fraud, should any exist. You have the final responsibility for the information returns. Therefore, you should review them carefully before you sign and file them.

Your information returns may be selected for review by the taxing authorities. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of such governmental tax examination, we will be available upon request to represent you.

You acknowledge receipt and understanding of the attached Tax Services Addendum. Further, we will be available during the year to consult with you on the tax effects of any proposed transactions or contemplated changes in business policies.

Other

Raymond J. Jacobi, CPA, is the engagement partner for the audit services specified in this letter. Engagement partner responsibilities include supervising Mengel, Metzger, Barr & Co. LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility. Invoices will be rendered monthly and are payable upon presentation. We estimate that our fee for the services will be \$36,000 (includes \$9,000 for single audit procedures) plus an additional \$1,000 for the financial statement implementation of the new lease standard, if applicable. It is anticipated that this will not be required in the year ended June 30, 2023. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Great Oaks Charter School personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

You acknowledge receipt and understanding of the attached Fee Addendum.

In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal process against the Company or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs (including outside lawyer fees) that we incur.

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered in the city in which our office providing the relevant services is located or in the county where our offices are headquartered, at our discretion, conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceedings shall be shared equally by the participating parties.

Any litigation arising out of this engagement, except actions by us to enforce payment of our professional invoices, must be filed within one year from the date cause of action occurs or three years from completion of the engagement, whichever comes first, notwithstanding any statutory provision to the contrary.

In the event we are or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent such obligation is or may be a direct or indirect result of your intentional or knowing misrepresentation or provision to us of inaccurate, incomplete, or misleading information in connection with this engagement, and not any failure on our part to comply with professional standards, you agree to indemnify us, defend us, and hold us harmless as against such obligations.

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you or your personnel and/or store data through e-mail, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. Electronic data that is confidential may be transmitted and/or stored using these methods, and you authorize us to do so. Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communication and/or data. All confidential, proprietary, and personally-identifiable information should be transmitted through secure means which we have available. Information transmitted to you through our secure CCH Products may be removed within a reasonable period of time after conclusion of the engagement. As such, you should download the files provided for your records.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Mengel, Metzger, Barr & Co. LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Mengel, Metzger, Barr & Co. LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts, and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings, and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;

- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

MENGEL, METZGER, BARR & CO. LLP



Raymond J. Jacobi, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Great Oaks Charter School by:

Signature: 

Title: Vice President of Great Oaks Foundation



BUSINESS
ADVISORS
AND CPAS

Non-Profit Tax Services Addendum

With respect to the year ending June 30, 2023, we will prepare the Federal return for the Organization.

You agree to file your return as prepared by MMB without any modification. If modification must be made to the tax return prior to filing, you agree to obtain written approval in advance.

We are required to electronically file certain Federal returns. In order for MMB to electronically file your return, you must complete certain Federal forms after you have reviewed and approved the tax return. These forms will be provided to you upon completion of the tax return and must be provided to us before filing. After receipt of your signed declaration, we will transmit your return to the IRS and as authorized by your declaration. Specifically, Form 8879-TE, IRS E-file Signature Authorization for an Exempt Organization is required to be signed by you and returned to our office before we can transmit your Federal tax return electronically.

You have final responsibility for the accuracy of your tax return. We will provide you with a copy of your tax return and accompanying schedules and statements for review prior to filing with the IRS, as applicable. You agree to review and examine them carefully for accuracy and completeness.

Our fee for the tax services described above will be based on our standard rates, plus expenses. We also will bill you for reasonable out-of-pocket expenses.

The tax services described above do not include services related to responding to notices or inquiries from federal or state taxing authorities. In addition, the services do not include any additional research time spent related to non-recurring transactions or an all-inclusive review of state and local filing requirements, which could result in additional required filings. We would be happy to provide these services if needed. These services will be billed at our standard hourly rates based upon the increased time and expenses incurred.

You are responsible for maintaining adequate documentation to substantiate the accuracy and completeness of your tax return. You should retain all documents that provide evidence and support for reported income, credits, deductions, and other information on your return, as required under applicable tax laws and regulations. You represent that you have such documentation and can produce it if necessary, to respond to any audit or inquiry by tax authorities.

We have the expectation that certain information and assistance will be received in a timely manner from the Organization. It is important that information requested by us is provided in a complete format. If the requested information required to complete our work is not received according to the agreed-upon timeline, we will consult with you regarding tax payments and extension requests that are required to extend the due date of your tax return.

Reasonable costs and time spent in connection with examinations by taxing authorities, legal matters or other proceedings related to this engagement such as subpoenas, testimony or consultation involving private litigation or arbitration at your request or by subpoena, are not included in the fees provided for herein and will be billed separately.

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This Agreement serves as approval to engage MMB to perform additional services, as may be requested by the Organization, during the year ending June 30, 2024 in connection with tax planning and consultation. These services will be billed based on our standard hourly rates. Expenses incurred in connection with performance of additional professional services will also be billed to the Organization.

The IRS and many states impose penalties for substantial understatement of tax related to unrelated business income. Taxpayers other than “tax shelters” may seek to avoid all or part of the penalty by showing (1) that they acted in good faith and there was reasonable cause for the understatement, (2) that the understatement was based on substantial authority, or (3) that the relevant facts affecting the items tax treatment were adequately disclosed on the return. You agree to advise us if you wish disclosure to be made in your returns or if you wish for us to identify or perform further research with respect to any material tax issues for the purpose of ascertaining whether, in our opinion, there is “substantial authority” for the position proposed to be taken on such issues in your returns.

Our engagement does not include any procedures designed to detect errors, fraud, or theft. Therefore, our engagement cannot be relied upon to disclose such matters. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

We will use our professional judgment in preparing your return. Whenever we are aware that a possibly applicable tax law is unclear or that there are conflicting interpretations of the law by authorities (e.g., tax agencies and courts), we will explain the possible positions that may be taken on your return. In accordance with our professional standards, we will follow whatever position you request, as long as it is consistent with the codes, regulations, and interpretations that have been promulgated. If the Internal Revenue Service should later contest the position taken, there may be an assessment of additional tax plus interest and penalties. We assume no liability for any such additional penalties, interest or assessments. In the event, however, that you ask us to take a tax position that in our professional judgment will not meet the applicable laws and standards as promulgated, we reserve the right to stop work and shall not be liable to you for any damages that occur as a result of ceasing to render services.

Please note that any person or entity subject to the jurisdiction of the United States (includes individuals, corporations, partnerships, trusts, and estates) having a financial interest in, or signature or other authority over, bank accounts, securities or other financial accounts having a value exceeding \$10,000 in a foreign country, shall report such a relationship. Although there are some limited exceptions, filing requirements also apply to taxpayers that have direct or indirect control over a foreign or domestic entity with foreign financial accounts, even if the taxpayer does not have foreign account(s). For example, a corporate-owned foreign account would require filings by the corporation *and* by the individual corporate officers with signature authority. Failure to disclose the required information to the U.S. Department of the Treasury may result in substantial civil and/or criminal penalties.

If you and/or your entity have a financial interest in any foreign accounts, you are responsible for providing our firm with all the information necessary to prepare FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR), required by the U.S. Department of the Treasury. If you do not provide our firm with information regarding any interest you may have in a foreign account, we will not be able to prepare any of the required disclosure statements.

In addition, the Internal Revenue Service also requires information reporting under applicable Internal Revenue Code sections and related regulations, and the respective IRS tax forms are due when your income tax return is due, including extensions. The IRS reporting requirements are in addition to the U.S. Department of the Treasury reporting requirements stated above. Therefore, if you fall into one of the below categories, or if you have any direct or indirect foreign interests, you may be required to file applicable IRS forms.

- You are an individual or entity with ownership of foreign financial assets and meet the specified criteria (Form 8938);
- You are an officer, director, or shareholder with respect to certain foreign corporations (Form 5471);
- You are a foreign-owned U.S. corporation or foreign corporation engaged in a U.S. trade or business (Form 5472);
- You are a U.S. transferor of property to a foreign corporation (Form 926);
- You are a U.S. person with an interest in a foreign trust (Forms 3520 and 3520-A); or
- You are a U.S. person with interests in a foreign partnership (Form 8865).

The IRS considers virtual currency (e.g., Bitcoin) as property for U.S. Federal income tax purposes. As such, any transaction in, or transactions that use, virtual currency are subject to the same general tax principles that apply to other property transactions.

If you had virtual currency activity during the tax year, you may be subject to tax consequences associated with such transactions and may have additional reporting obligations. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, virtual currency during the applicable tax year.

Federal law has extended the attorney-client privilege to some, but not all, communications between a client and the client's CPA. The privilege applies only to non-criminal tax matters that are before the IRS or brought by or against the U.S. government in a Federal court. The communications must be made in connection with tax advice. Communications solely concerning the preparation of a tax return will not be privileged.

In addition, the confidentiality privilege can be inadvertently waived if the contents of any privileged communication are discussed with a third party, such as a lending institution, a friend, or a business associate. We recommend that you contact us before releasing any privileged information to a third party. As an exempt organization, you need to be especially careful about privileged communications. If a communication is made in the presence of an organization employee who is not authorized to act or speak for the corporation in relation to the communication's subject matter, then the communication will be deemed to be made in the presence of a third party and any privilege will be waived.

If we are asked to disclose any privileged communication, unless we are required to disclose the communication by law, we will not provide such disclosure until you have had an opportunity to argue that the communication is privileged. You agree to pay any and all reasonable expenses that we incur, including legal fees, that are a result of attempts to protect any communication as privileged.

To enhance our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third-party service provider to assist us. This may include provision of your confidential information to the third-party service provider. We require our third-party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures.



BUSINESS
ADVISORS
AND CPAS

Fee Addendum

Circumstances Affecting Timing and Projected Fees
Year ending June 30, 2023

Our fees are based on certain assumptions, including anticipated cooperation from your personnel, the understanding that the accounting records and underlying support are sufficient for the conduct of the audit, and the assumption that unexpected circumstances will not be encountered during the audit. These circumstances could significantly affect targeted completion dates and our fees. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement would likely require reassignment of personnel used for said engagement. However, because it is difficult to reassign individuals to engagements, MMB & Co. may incur significant unanticipated costs.
2. Supporting schedules and information for the audit that are (a) not located and/or provided by you in a timely manner, (b) not completed in an acceptable format or mathematically correct, or (c) not in agreement with your records (e.g. general ledger accounts, source documents, confirmations).
3. Weaknesses or significant changes in the internal control structure or systems that result in additional audit time.
4. Necessary changes to financial statements prepared by management.
5. Significant new issues or changes as follows:
 - a. Accounting matters that require an unusual amount of time to resolve,
 - b. Changes or transactions that occur after completion of fieldwork but prior to the issuance of our reports,
 - c. Changes in auditing requirements set by regulators,
 - d. Scope changes to the audit of federal programs (Single Audit), such as increase in the number of programs required to be audited as major programs.
6. Significant delays with your assistance on the engagement or delays in reconciling variances requested by MMB & Co.

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7. Significant number of proposed adjustments identified during the audit.
8. Changes in audit scope caused by events that are beyond our control.
9. Untimely payment of our invoices as they are rendered.
10. Delays in engagement completion due to untimely information provided by outside third parties including back office service providers, attorneys, actuaries, funding sources and financial institutions.

If additional audit time is necessary because of any of the aforementioned conditions, or if requested information is not provided until after the scheduled fieldwork dates, we may bill you for our additional costs at our standard hourly rates.



Report on the Firm's System of Quality Control

September 17, 2021

To The Partners of Mengel, Metzger, Barr & Co., LLP and the National Peer Review Committee of the AICPA.

We have reviewed the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards). A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mengel, Metzger, Barr & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency* or *fail*. Mengel, Metzger, Barr & Co., LLP has received a peer review rating of *pass*.



October 25, 2023

Mr. Raymond Jacobi, Jr.
Mengel Metzger Barr & Co. LLP
100 Chestnut St., Suite 1200
Rochester, NY 14604

Dear Ray,

We have carefully reviewed the enrollment finding in the FY23 audit report, and we have the following response.

Finding 2023-001:

Statement of condition

For the 2022-2023 school year, Great Oaks Charter School incurred an enrollment deficiency. The Charter School did not receive notification of under enrollment from NYSED.

Criteria and effect of conditions

The Charter School did not achieve the 85% threshold allowable under its Charter Agreement that serves as a minimum to indicate a School is maintaining sufficient enrollment demand to “meet or come close to meeting” the enrollment plan outlined in its charter.

Recommendation

We recommend the Charter School develop a plan to increase enrollment in conjunction with discussing a reduction in the thresholds with NYSED as a result of the delay in adding additional grades.

Management's response

We concur with the finding. This finding has been reviewed with the school leadership. The school applied for a smaller enrollment count which was approved by NYSED in February 2023 to be reflected beginning FY2024.

Best regards,

Vanessa Ceas
Vice President
Great Oaks Foundation

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

X

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Derny Fleurima

Signature:

A black rectangular box redacting the signature. A blue bracket is visible on the left side of the box.
FILED04F1337CD432...

Date: 7/12/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Derny Fleurima

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).
- Treasurer / Finance Committee Member / Board Member at Great Oak Charter School

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

-

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.


Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

Home Address:

DocuSigned by:

4ED04F1337CD432...

7/12/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

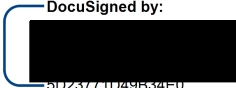
None

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Susan AkseIrad

Signature: 

Date: 7/11/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Susan Akselrad

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Chair

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

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6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

-

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:


N/A retired

Business Address:

E-mail Address:

Home Telephone:

Home Address:

DocuSigned by:

3D20771D49B34E0...

7/11/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

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See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

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- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
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- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
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The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

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- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
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- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

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8.3 Code of Ethics

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Approved by the Board of Trustees on January 11,2013

CODE OF ETHICS

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2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a “self-dealing transaction” (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
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6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

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b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

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9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
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Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

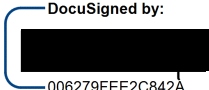
I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

☒ I have no items to disclose

☐ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Jonee Billy

Signature: 

Date: 6/30/2023

**Disclosure of Financial Interest by a Current
or Former Trustee**

Trustee Name:

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Member

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

-

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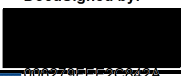
Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

Home Address:

DocuSigned by:

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6/30/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

X

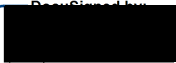
_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Ivan Rodriguez

Signature:


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Date: 7/20/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Ivan Rodriguez

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Board Member and Secretary

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ Yes ☒ No

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☒ Yes ☐ No

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

School

Operations Associate-- 2014 \$1,800/month

CMO

Talent Associate --2014-2017 \$65k/year

Director of Strategic Partnerships and Community Impact 2017-2018 \$75k/year

Director of Recruitment and Marketing 2018-2019 \$82k/year

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

-

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Business Address:

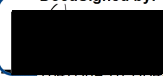
E-mail Address:

ivan.c.rodriguez@gmail.com

Home Telephone:

(347)756-2359

Home Address:

DocuSigned by:

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7/20/2023

Signature

Date

Acceptable signature formats include:

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- Print form, manually sign, scan to PDF

last revised 04/2022

Disclosure of Financial Interest by a Current or Former Trustee
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Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

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Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

Home Address:

DocuSigned by:

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7/17/2023

Signature

Date

Acceptable signature formats include:

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last revised 04/2022

GREAT OAKS CHARTER SCHOOL

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See Appendix for the Disclosure Statement.

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Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Samuel ortiz

Signature:

DocuSigned by:

1EB414AB30D44DC...

Date: 7/17/2023

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

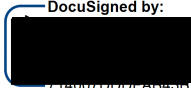
X

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Elizabeth Case

Signature: 

Date: 6/30/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Elizabeth Case

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Board member

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:

[REDACTED]

Business Address:

[REDACTED]

E-mail Address:

[REDACTED]

Home Telephone:

[REDACTED]

Home Address:

[REDACTED]

DocuSigned by:
[REDACTED]
714007DDDFAB43B...

6/30/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

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Section 3. Definitions

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B. Interest

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Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

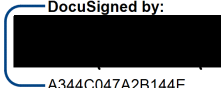
X

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Molly Gurny

Signature: 

Date: 7/10/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Molly Gurny

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Member

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:

[REDACTED]

Business Address:

E-mail Address:

[REDACTED]

Home Telephone:

same

Home Address:

DocuSigned by:
[REDACTED]
A044C047A2B144E...

7/10/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Michael Duffy

Signature:

DocuSigned by:

6DF3A46EAC2477...

Date: 6/30/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☐ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☐ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☐ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

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This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

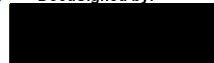
Business Telephone:

Business Address:

E-mail Address:

Home Telephone:

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6/30/2023

Signature

Date

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- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Anand Bhatia

Signature:

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Date: 7/17/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☐ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☐ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☐ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

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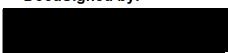
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Home Telephone:

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7/17/2023

Signature

Date

Acceptable signature formats include:

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last revised 04/2022

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Alyssa Alfano

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

Board member

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

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

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Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

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Business Telephone:

212 998 5883

Business Address:

239 Greene Street, NY NY

E-mail Address:

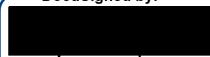
a5733@nyu.edu

Home Telephone:

845 568 7419

Home Address:

82 Carroll Street #2, Brooklyn NY 11231

DocuSigned by:

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In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

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- Whether the contract is fair, reasonable and in the best interest of GOCS
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- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

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Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

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The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

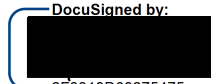
I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Alyssa Alfano

Signature: 

Date: 7/5/2023

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

Great Oaks Charter School (“GOCS”), as a charter school and non-profit organization, is accountable to both governmental agencies and the public for responsible and proper use of funds, resources and property. Conflicts of interest, whether actual or perceived, may erode public confidence in GOCS and reduce the effectiveness of GOCS Trustees, Officers and Employees (“Trustees, Officers and Employees”) as educational leaders in the community.

The Board of Trustees (“the Board”) adopts this policy in order to provide clear guidance to Trustees, Officers and Employees on how to identify, disclose and address potential conflicts of interest. This policy is also adopted in accordance with New York General Municipal Law § 800 – 806.

Although this policy focuses on conflicts of interest in contracts with GOCS, Trustees, Officers and Employees have a general duty to work for GOCS honestly and prudently, to use their skills and best judgment for the sole benefit of GOCS and to not use their position with GOCS for their personal benefit or the benefit of others.

Section 2. Parties Subject to the Policy

This policy applies to all Trustees, Officers and Employees.

Section 3. Definitions

A. Contract

A “contract” means any claim, account or demand against, or agreement with, another party.

B. Interest

A Trustee, Officer or Employee has an “interest” in a contract if he or she gains, or may gain, financial or material benefit, whether directly or indirectly, from the contract.

Examples of situations where a Trustee, Officer or Employee has an interest in a contract include, but are not limited to, contracts between GOCS and:

- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
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12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

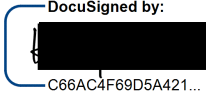
X

_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Kai-yan Lee

Signature: 

Date: 7/17/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Kai-yan Lee

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☒ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☒ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☒ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

-

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:

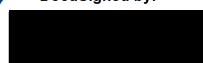
Business Address:

E-mail Address:

kai.lee@alum.mit.edu

Home Telephone:

Home Address:

DocuSigned by:

C00AC4F09D9A921...

7/17/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

GREAT OAKS CHARTER SCHOOL

Conflict of Interest Policy and Code of Ethics

8.2 Conflict of Interest

Great Oaks Charter School Conflict of Interest Policy

Section 1. Purpose

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- His or her spouse, minor child or dependent, except with respect to an employment contract
- A firm, partnership or association of which he or she is a member or employee
- A corporation of which he or she is an officer, director or employee

- A corporation that he or she controls, directly or indirectly, by virtue of stock ownership

C. Authority

Trustees, Officers and Employees have “authority” over a contract if they or someone they appoint is able to negotiate, authorize, approve, prepare, make payment or audit bills/claims under the contract. A person with authority cannot temporarily relinquish authority by abstaining from voting on a contract.

Section 4. Disclosure Requirements and Procedures

A. Disclosure Requirement

A Trustee, Officer or Employee shall make a full and frank disclosure regarding the existence, or potential existence, of an interest in a contract involving GOCS.

A Trustee, Officer or Employee shall also make a full and frank disclosure of circumstances that may cause a disinterested, outside observer to reasonably infer that the Trustee, Officer or Employee has an interest in a contract involving GOCS.

B. Disclosure Procedures

A Trustee, Officer or Employee shall complete a Disclosure Statement: (1) upon becoming a Trustee, Officer or Employee; (2) annually; and (3) promptly upon becoming aware of a situation that necessitates disclosure based on the Disclosure Requirement outlined in Section 4(A). Trustees and Officers shall submit the annual disclosure at the last meeting of the Board preceding the end of the fiscal year (June 30th). Employees shall submit the annual disclosure during end-of-year performance evaluations. Trustees and Officers shall submit the Disclosure Statement to the Board Chairperson. Employees shall submit the Disclosure Statement to the *Director of Operations* or Executive Director/Head of School, who shall then pass on the Disclosure Statement to the Board Chairperson.

Additionally, a Trustee or Officer shall make a personal disclosure to the Board, or a Committee of the Board, whenever the contract in which he or she has an interest is presented before the Board, or a Committee of the Board, for decision. An Employee, if participating in the discussion or giving an official opinion regarding a contract before the Board, or a Committee of the Board, shall make a personal disclosure to the Board, or a Committee of the Board, if he or she has an interest in such a contract. If the Trustee, Officer or Employee has not yet completed a Disclosure Statement, personal disclosure before the Board, or a Committee of the Board, is sufficient to satisfy the Disclosure Requirement.

Disclosure Statements received by the Board Chairperson shall be entered into the official record kept at Board meetings. The Board, or Committee of the Board, shall enter personal disclosures into the official record kept at Board, or Committee of the Board, meetings.

See Appendix for the Disclosure Statement.

C. Content of Disclosure

Disclosures shall specify the contract in question, the nature of the interest and any other details the Trustee, Officer or Employee deems relevant in helping the Board make a determination as to how to proceed with the contract (see Section 5 regarding how the Board will address conflicts).

Section 5. Board Procedures for Addressing Conflicts of Interests

A. Step 1: Determining Whether the Contract Contains a Legally Prohibited Conflict of Interest

The Executive Committee shall first evaluate all contracts that Trustees, Officers and Employees have disclosed under the Disclosure Requirement in Section 4(A) to determine whether a Legally Prohibited Conflict of Interest exists.

Subject to certain exceptions, a Trustee, Officer or Employee is legally prohibited from having an interest in a contract when he or she has authority over that contract. As long as the Trustee, Officer or Employee has authority over the contract, GOCS cannot engage in the contract. This prohibition is absolute, and applies even if the contract is objectively beneficial to GOCS or the person with the interest recuses him or herself from voting on the contract.

Examples of Legally Prohibited Conflicts of Interest include, but are not limited to:

- A contract between GOCS and a consulting company that a Trustee owns or has a significant financial stake in (the Trustee benefits financially from the contract as owner of the company, and as Trustee has power to approve the contract)
- A GOCS Employee sitting on the GOCS Board (the employee benefits from the employment contract, and as Trustee has power to approve the contract)
- A Trustee renting out office space in a building he or she owns to GOCS (the Trustee benefits financially from the contract as a landlord, and as Trustee has power to approve the contract)

New York state law outlines specific exceptions to the definition of Legally Prohibited Conflicts of Interest. Contracts falling under these exceptions are not prohibited by law and the Board shall address such situations through the procedures outlined in Section 5(B). The exceptions include:

- A contract between GOCS and a not-for-profit corporation
- An employment contract between GOCS and the Trustee, Officer or Employee's spouse, minor child or dependent
- A contract between GOCS and a corporation in which the Trustee, Officer or Employee has a financial stake, but is not a director and does not own more than 5% of outstanding stock

- A contract entered into preceding the Trustee or Officer's service or Employee's employment, but not the renewal or renegotiation of such contracts
- A contract with GOCS in which a Trustee, Officer or Employee has an interest, but the total amount payable under the contract – when added to the aggregate amount payable in all contracts with GOCS that the specific Trustee, Officer or Employee has an interest in during the fiscal year – does not exceed \$750
- A contract between GOCS and a company that employs a Trustee, Officer or Employee where the individual's compensation is not directly affected as a result of the contract and the duties of the individual's employment do not directly involve the procurement, preparation or performance of said contract

B. Step 2: Determining Course of Action for All Other Contracts Disclosed to the Board

For all other contracts that Trustees, Officers and Employees have disclosed – including contracts over which the Trustee, Officer or Employee does not have authority or contracts subject to the exceptions listed in Section 5(A) – the Executive Committee shall make a recommendation on an appropriate course of action to the Board. The Board will then decide on an appropriate course of action, and its concern must be the welfare of GOCS and the advancement of its purposes.

The Executive Committee or Board may ask the Trustee, Officer or Employee to recuse him or herself from discussion of, and voting on, the contract.

In determining an appropriate course of action, both the Executive Committee and the Board shall consider the following factors, if applicable:

- Whether an interest actually exists
- Whether the contract is fair, reasonable and in the best interest of GOCS
- Whether the terms of the contract are at least as fair to GOCS as a comparable contract with a disinterested third party
- Whether the contract raises questions of bias, inappropriate use of GOCS assets or any other impropriety
- Whether the contract could withstand public scrutiny

Section 6. Penalties

A. Void Contracts

Any contract entered into by GOCS in which there is a Legally Prohibited Conflict of Interest as defined in Section 5(A) is void and unenforceable.

B. Violations

Any Trustee or Employee who knowingly violates the Conflict of Interest Policy may be guilty of a misdemeanor.

Section 7. **Distribution**

The Board Chairperson shall provide each Trustee or Officer with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards at the last meeting of the Board preceding the end of the fiscal year (June 30th).

The Executive *Director/Head of School* or *Director of Operations* shall provide each Employee with a copy of the Conflict of Interest Policy both upon the assumption of his or her office and annually afterwards during end-of-year performance evaluations.

Section 8. **Annual Review**

The Executive Committee shall review this policy each year to ensure compliance with current laws and regulations.

8.3 Code of Ethics

Great Oaks Charter School Code of Ethics

Approved by the Board of Trustees on January 11, 2013

CODE OF ETHICS

1. The Board of Trustees shall conduct or direct the affairs of the school and exercise its powers, subject to the limitations of the Education Law, Not-for-Profit Corporation Law, the school's charter and its bylaws. The Board may delegate aspects of the management of the activities of the school to others, so long as the affairs of the school are managed, and its powers are exercised, under the Board's ultimate jurisdiction.
2. Not more than 40 percent of the people serving on the Board of Trustees of the school may be comprised of (a) people currently being compensated by the school for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; or (b) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.; or (c) voting members who are affiliated with any entity other than school itself.
3. Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except that any Trustee shall be excused from the discussion and vote on any matter involving such Trustee relating to: (a) a "self-dealing transaction" (see below); (b) a conflict of interest; (c) indemnification of that Trustee uniquely; or (d) any other matter at the discretion of a majority of the Trustees then present.
4. The Board of Trustees and the school shall not engage in any "self-dealing transactions," except as approved by the Board in accordance with federal or state law. "Self-dealing transaction" means a transaction to which the school or corporation is a party and in which one or more of the Trustees has a material financial interest. Notwithstanding this definition, the following transaction is not a self-dealing transaction, and is subject to the Board's general standard of care: a transaction which is part of a public or charitable program of the Corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism and (b) results in a benefit to one or more Trustees or their families because they are in a class of persons intended to be benefited by the program. The Board of Trustees and employees of the school shall not engage in any less-than-arm's-length (LTAL) transactions.

5. A Trustee, officer, or employee having an interest in a contract, other transaction or program presented to or discussed by the Board of Trustees for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Board's interest. A person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the school, or is a Director, Trustee or Officer of or has a significant financial or influential interest in the entity contracting or dealing with the school.

6. Trustees representing any entity proposing to do business with the charter school shall disclose the nature and extent of such business propositions.

7. No Trustee, officer, or employee of a for-profit corporation having a business relationship with the charter school shall serve as voting member of the Board of Trustees for the duration of such business relationship, provided, however, that this provision shall not apply to the following:

a) Individuals associated with a partnership, limited liability corporation, or professional corporation, including but not limited to doctors, accountants and attorneys;

b) Individuals associated with an educational entity (including but not limited to schools of education), some of whose faculty may be providing paid services directly or indirectly to such charter school;

c) Individuals associated with a bank, insurance, mutual fund, investment bank, stock brokerage, financial planning, or other financial services organization; or

d) Members of the faculty of the charter school.

8. In no instance shall a Trustee, officer, or employee of a for-profit educational management organization having a business relationship with the charter school serve as a voting member of the Board of Trustees for the duration of such business relationship.

9. Trustees, officers, or employees of any single organization shall hold no more than 40percent of total seats comprising the Board of Trustees.
10. Trustees shall avoid at all times engaging in activities that would appear to be unduly influenced by other persons who have a special interest in matters under consideration by the Board. If this occurs, a Trustee shall write a letter disclosing all known facts prior to participating in a Board discussion of these matters, and the Trustee's interest in the matter will be reflected in the Board minutes.
11. Trustees shall make all appropriate financial disclosures whenever a grievance of conflict of interest is lodged against them.
12. Trustees shall not use his or her position with the charter school to acquire any gift or privilege worth \$50 or more that is not available to a similarly situated person, unless that gift is for the use of the charter school.
13. Charter school Trustees, officers, or employees never may ask a subordinate, a student, or a parent of a student to work on or give to any political campaign.

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

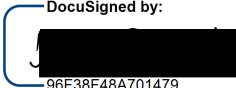
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_____ I have no items to disclose

_____ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name: Joe McDonald

Signature: 

Date: 7/27/2023

Disclosure of Financial Interest by a Current or Former Trustee
--

Trustee Name:

Name of Charter School Education Corporation:

Great Oaks Charter School - New York City

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if the student could benefit from your participation.

-

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ **Yes** ☐ **No**

If **Yes**, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ **Yes** ☐ **No**

If **Yes**, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

-

6. Identify each interest/transaction (and provide the requested information) that you, any of your immediate family members, and/or any persons who you reside with have held or engaged in with the charter school(s) operated by the education corporation during the time you have served on the Board, and in the six months prior to such service. If there has been no such interest or transaction, check **None**.

☐ **None**

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

-

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **and** in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☐ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:

[REDACTED]

Business Address:

E-mail Address:

[REDACTED]

Home Telephone:

[REDACTED]

Home Address:

[REDACTED]

DocuSigned by:
[REDACTED]
30F50F40A701479...

7/27/2023

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

**Disclosure of Financial Interest by a Current
or Former Trustee**

Trustee Name:

Omar Amores Jr

Name of Charter School Education Corporation:

Great Oaks Charter School

1. List all positions held on the education corporation Board of Trustees ("Board") (e.g., chair, vice-chair, treasurer, secretary, parent representative, etc.).

N/A

2. Are you related, by blood or marriage, to any person employed by the school and/or education corporation?

☐ Yes ☒ No

If Yes, please describe the nature of your relationship and the person's position, job description, and other responsibilities with the school.

3. Are you related by blood, or marriage, or legal adoption/guardianship to any student currently enrolled in a school operated by the education corporation?

☐ Yes ☒ No

If Yes, please describe the nature of your relationship and if the student could benefit from your participation.

4. Are you related, by blood or marriage, to any person that could otherwise benefit from your participation as a board member of the education corporation?

☐ Yes ☒ No

If Yes, please describe the nature of your relationship and if this person could benefit from your participation.

5. Are you a past, current, or prospective employee of the charter school, education corporation, and/or an entity that provides comprehensive management services ("CMO"), whether for-profit or not-for-profit, which contracts, or may contract, with the charter school or education corporation; or do you serve as an employee, officer, or director of, or own a controlling interest in, a business or entity that contracts, or does business with, or plans to contract or do business with, the charter school, education corporation, and/or a CMO, whether for-profit or not-for-profit, including, but not limited to, the lease of real or personal property to the said entities?

☐ Yes ☒ No

If Yes, please provide a description of the position(s) you hold, your responsibilities, your salary and your start date.

☒ **None**

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

7. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation and in which such entity, during the time of your tenure as a trustee, you and/or your immediate family member(s) or person(s) you reside with had a financial interest or other relationship. If you are a member, director, officer, or employee of an organization formally partnered with and/or doing business with the school(s) through a management or services agreement, please identify only the name of the organization, your position in the organization, and the relationship between such organization and the school(s). If there was no financial interest, check **None**.

☒ **None**

Organization conducting business with the school(s)	Nature of business conducted	Approximate value of the business conducted	Name of Trustee and/or immediate family member of household holding an interest in the organization conducting business with the school(s) and the nature of the interest	Steps taken to avoid conflict of interest

This document is considered a public record and, as such, may be made available to members of the public upon request under the Freedom of Information Law. The personal contact information provided below will be redacted.

Business Telephone:

Business Address:

E-mail Address:

[REDACTED]

Home Telephone:

[REDACTED]

Home Address:

[REDACTED]

[REDACTED]

7/28/23

Signature

Date

Acceptable signature formats include:

- Digitally certified PDF signature
- Print form, manually sign, scan to PDF

last revised 04/2022

Great Oaks Charter School

Conflict of Interest/Code of Ethics Disclosure Statement

I have received, read and agree to comply with Great Oaks Charter School's Conflict of Interest Policy and Code of Ethics.

☒ I have no items to disclose

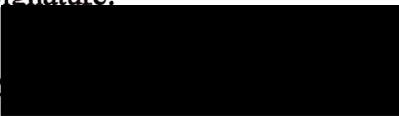
☐ I have items to disclose, as follows:

Please give details on items to be disclosed, using a separate page and attachments if necessary. Specify the contract(s) in question, the nature of the interest(s) and any other details you deem relevant in helping the Board of Trustees make a determination on how to proceed with the issue.

Print Name:

Omar Amores

Signature:



Date:

7/28/23

February Board Meeting Minutes
Board of Trustees – GO NYC
February 14, 2023

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, D. Fleurima, J. Billy, A. Alfano, O. Amores, E. Case, Samuel Ortiz

GOF: L. Perkins, B. Chan, J. Lombardi

Call to Order: The board meeting was called to order by M. Duffy at 4:03 p.m.

Governance: S. Akselrad, M. Duffy

- **Motion #18** to approve January meeting minutes at 4:04 pm, motion carries.
- **Motion #19** to vote new board member Sam Ortiz onto the board at 4:05 pm, motion carries.

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- School Highlights
 - Broadway Bridges: Wicked
 - Breakfast of Champions
 - Winter Sports Banquet
 - BHM: Whole Campus Spirit Week
 - Interdisciplinary Tap Math Project
 - Academic Report
 - Data Highlight
 - MS ELA Winter Mock Assessment Overall Pass Rate: 45%
 - HS Algebra I Regents Overall Pass Rate: 65%
 - New Partnerships
 - ReVision
 - Enrollment & Recruitment
 - Enrollment Dashboard
 - Recruitment Strategies
 - Visit Schools
 - School Fairs
 - Visit Asylum Seekers
 - Support from fellows
 - Partnerships

Facility Report: M. Duffy

As of February 2023

- Updates
 - Negotiations are underway with Bluehub
 - Exploring Donor Options
 - Motion to approve school name change in honor of Kathleen Sherry postponed to March board meeting

Finance Report: B. Chan, D. Fleurima

- Review of current financials- Budget to Actuals
- FY'24 Per pupil
- Fundraising Ideas

Motion #20 to vote and approve the Dumbo Moving company cost @ \$25,000, motion carries at 5:41 pm.

Motion #21 Adjourn the meeting by M. Duffy at 5:42 pm, 2nd by I. Rodriguez. Motion carries.

_____, **President of the Board of Trustees**
Signature

Appendix A

Great Oaks Charter School NY Resolution Elect Samuel Ortiz to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **February 14, 2023** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to add **Samuel Ortiz** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Samuel Ortiz** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Samuel Ortiz** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held on February 14, 2023 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: February 14, 2023
Great Oaks Charter School NY

Board Meeting Minutes (Virtual)
Board of Trustees – GO NYC
June 13, 2023

Attendance:

GO-NYC: T. Wilson, D. Tang, T. Wilson II, T. Cunningham, K. Boyle, J. Denton

BOARD: S. Akselrad, M. Duffy, J. McDonald, J. Billy, A. Alfano, O. Amores, S. Ortiz

GOF: B. Chan, J. Lombardi

Call to Order: The board meeting was called to order by S. Akselrad at 4:05 p.m.

Governance: S. Akselrad, M. Duffy

- **Motion #29** to approve May meeting minutes by S. Ortiz, seconded by M. Duffy
- **Motions #30** by A. Alfano to Implement NTN as GO-NYC's math support at 4:18 pm, 2nd by O. Amores, J. McDonald, J. Billy, S. Ortiz
- Curriculum selection Envision
- **Motion #31** by J. McDonald to select GO-NYC's smartboard vendor as Samsung at 4:28 pm, 2nd by M. Duffy
- **Motion #32** by S. Ortiz to continue with Ceba as GO-NYC's janitorial company at 4:32 pm, 2nd by J. McDonald + M. Duffy
- **Motion #33** by S. Ortiz to continue with ACS as GO-NYC's current tech company at 4:34 pm, 2nd by O. Amores
- **Motion #34** by M. Duffy to purchase fellow housing furniture from the company Ecologic at 4:39 pm, 2nd by J. McDonald & S. Ortiz
- **Motion #35** by J. McDonald to authorize D. Fluerima to approve and sign the new business insurance policies once they are finalized at 4:42 pm, 2nd by M. Duffy

School Report: T. Wilson, T. Wilson II, T. Cunningham, J. Denton

- School Highlight
 - Field Trips
 - GO-NYC's First Trip Abroad- London and France
 - Billion Oyster Project
 - 8th Grade Senior Trip
 - Youth Participatory Action-YPAR
 - Neuburger Berman CwS Project with PowerPlay-Rugby
 - Community Service
 - Youth Participatory Action-YPAR
 - Sports
 - Neuburger Berman CwS Project with PowerPlay-Rugby

Finance Report: B. Chan, D. Fleurima

- Review of current financials- Budget to Actuals
- The school is managing expenses carefully to reflect the reduced enrollment revenue
- Key Drivers of GO-NYC FY24 Budget
 - Enrollment
 - Revenue
 - Staffing
 - Non-Personnel Expenses
- Review of GO-NYC Operating Budget

- **Motion #36** by S. Akselrad to approve the FY24 Operating Budget, 2nd by M. Duffy, J. McDonald, S. Ortiz, O. Amores, J. Billy, A. Alfano

Facility Report: M. Duffy

As of June 2023

- Updates
 - Set to close with Bluehub in the coming weeks
 - Renovations are underway

Motion #37 To adjourn the meeting by S. Ortiz, 2nd by M. Duffy, motion carried at 5:30 pm

_____, **President of the Board of Trustees**
Signature

Board Meeting Minutes
Board of Trustees – GO NYC
December 12, 2022

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham, J. White

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, E. Case, D. Fleurima, M. Gurney, J. Billy, A. Alfano

GOF: B.Chan, L. Perkins, J. Leibert, A. Zandieh

GUESTS: S. Ortiz, L. Dymond, E. Robertson, B. Paulle

Call to Order: The board meeting was called to order by S. Akselrad at 4:04 p.m.

Governance: S. Akselrad, M. Duffy

- Introduce prospective board member Sam Ortiz
- New Business
 - Board asked for support in making donations towards breast cancer research
 - Determine who is ultimately responsible for following up when the board is asked for support.
- Next Meeting (Hybrid): January 10, 2023

Facility Report: M. Duffy

As of December 2022

- Proposed revision to Enrollment - 375 Max
 - GO-NYC will submit a charter revision request to NYSED
- GO-NYC Financing 240 Bleecker Street is determined by:
 - Increases in per pupil over time (assume 3.5% moving forward) -4% average increase over the past 5 years
 - Debt service covered through Lease Assistance from NYCDOE
- Lease between GO-NYC & GO Foundation covers terms and conditions included in the master lease
 - Includes a rent schedule (To be finalized by Willkie)
 - Timeline for next steps
 - December - Sublease finalized and executed with GO-NYC
 - Mid-December - General Contractor on board
 - Early January - Financing closes, Construction commences
- Family Engagement
 - GONYC Parent Council Member, Ms. J. White, shared that families are excited about the move to the new facility, and several families who live across the city, including those who live in or near SD2, are working together to ensure that students travel to and from the new location safely.

- Resolutions
 - Authorize Timberly Wilson as Executive Director to enter into the lease between the GO Foundation and GO-NYC.
 - The Board to serve as Guarantor on a loan to GO Foundation to finance the construction at 240 Bleecker Street, and for the Board to authorize directors and officers to approve and execute loan documents.

Motion #9 to approve for Timberly Wilson to enter into the lease between the GO Foundation and GO-NYC adopted at 4:40 pm

Motion #10 to approve the board to serve as Guarantor on a loan to GO Foundation adopted at 4:41 pm

Motion #11 November Board Meeting Minutes Approved at 4:43 pm

Finance Report: B. Chan

- Review of current financials- Budget to Actuals
- Minor update to Fiscal to include DOO as someone who can make purchases
 - **Motion #12 to approve Tiffany Cunningham adopted at 5:01 pm**

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- School Highlights
 - Multicultural Dinner
 - MS PBL Museum
 - 6th Graders Cooking with Chef Farrington
 - MS Honor Roll Ceremony
 - Rosie's Theater Kids donation of Tap shoes to MS
 - HS Field trip to District Court
 - HS Honor Roll Trip to Dave and Buster
- Family Engagement
 - "Parents on a mission" was created by parents to support GO-NYC so that they may succeed
 - Ms. Bloise meets with parents once a month to discuss upcoming events, plan events and check in with parents to help them feel supported
 - **F.A.S.E Parent program** was created to help increase parent involvement in the overall academic experience of their children
 - Nurtures the relationship between parents, teachers and administrative staff
 - Uses workshops to build healthy communication practices
- Introduction to Bowen Paille
- Introduction to Accelerate Research
 - Prestigious national community of funders, researchers and practitioners focused on high-dosage tutoring
 - Funders interested in learning more about how, when and why tutoring works

- Accelerate Research Outcomes
 - **Key Research Objective:** We're looking for statistically significant differences in student academic and social-emotional growth between the two groups of students over the school year.

Motion #13 to Adjourn: 5:42 pm

_____, **President of the Board of Trustees**

Signature

Great Oaks Charter School NYC

Board Meeting Minutes (Virtual)
Board of Trustees – GO NYC
April 11, 2023

Attendance:

GO-NYC: T. Wilson, D. Tang, T. Wilson II, T. Cunningham,

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, D. Fleurima, A. Alfano, O. Amores, S. Ortiz, K. Lee, J. Billy, M. Gurny

GOF: B. Chan, D. Dagiau, J. Lombardi

Call to Order: The board meeting was called to order by S. Akselrad at 4:03 p.m.

Governance: S. Akselrad, M. Duffy

- Morgan Stanley at work- Retirement Shift
 - A motion was made to shift the GO-NYC retirement plan from Security Benefits to the Morgan Stanley, Empower, & AdminPartnersteam. The Board Chair requested additional time for the board to review all documents. A vote will be made electronically in a week to approve or deny the shift.
- **Motion #25** To approve March meeting minutes, motion carries at 5:06 pm

Finance Report: B. Chan, D. Fleurima


- Review of current financials- Budget to Actuals

Facility Report: M. Duffy

As of March 2023

- Updates
 - Negotiations are still underway with Bluehub
 - Exploring more Donor Options

Motion #26 Adjourn the meeting by S. Akselrad at 5:11 pm, 2nd by I. Rodriguez. Motion carries.



_____, **President of the Board of Trustees**
Signature

Appendix A

REQUEST FOR CHANGE IN RETIREMENT PLAN [ELECTRONIC VOTE] May 2, 2023


WHEREAS the Board of **Great Oaks Charter School NYC** duly held a board meeting on **April 11, 2023** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NYC** trustees had, and

WHEREAS discussions concerning a change in the retirement plan of **Great Oaks Charter School NYC**, and

WHEREAS the vote was held through an electronic survey to approve the school's shift from Security Benefits and adoption of Morgan Stanley, Empower, & AdminPartners as the new retirement plan servicer

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NYC**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NYC** through an electronic vote at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NYC**.

_____, **President of the Board of Trustees**
Signature

Dated: **May 2, 2023**
Great Oaks Charter School NYC

January Board Meeting Minutes
Board of Trustees – GO NYC
January 10, 2023

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, D. Fleurima, J. Billy, A. Alfano, O. Amores

GOF: L. Perkins, B. Chan

Call to Order: The board meeting was called to order by M. Duffy at 4:06 p.m.

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- School Highlights
 - Winterfest Art Show
 - Staff Holiday Party
 - Staff Return: PD Day
 - Dance Class
 - Students in 240 Bleecker
 - HS & MS Mastery Season Launch

Governance: S. Akselrad, M. Duffy

- Welcome Omar Amores as prospective board member
- **Motion #14** to vote for Omar Amores to become a member of the board by S. Akselrad, I. Rodriguez 2nd the motion. Motion carries at 4:38pm.
- **Motion #15** to accept the minutes of the meeting held on December 12, 2023 by M. Duffy, D. Fleurima 2nd the motion. Motion carries at 4:39pm.
- **Motion #16** to appoint Deryn Fleurima as treasurer for the board by M. Duffy, I. Rodriguez 2nd the motion. Motion carries at 4:40pm.

Finance Report: B. Chan, D. Fleurima

- Review of current financials- Budget to Actuals
- Minor update to fiscal policy repurchasing procedures

Facility Report: M. Duffy

As of January 2022

- Updates
 - Abatement should start February 2022

Motion #17 Adjourn the meeting by M. Duffy at 5:42 pm, 2nd by I. Rodriguez. Motion carries.

_____, **President of the Board of Trustees**
Signature

Appendix A

Great Oaks Charter School NY Resolution Elect Omar Amores to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **January 10, 2023** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to add **Omar Amores** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Omar Amores** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Omar Amores** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held on January 10, 2023 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: January 10, 2023
Great Oaks Charter School NY

**Great Oaks Charter School NY Resolution
Elect Derny Fleurima as the Board Treasurer**

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **January 10, 2023** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to elect **Derny Fleurima** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Derny Fleurima** as the Treasurer to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Derny Fleurima** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held on January 10, 2023 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: January 10, 2023
Great Oaks Charter School NY

**November Board Minutes
Board of Trustees – GO NYC
November 8, 2022**

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, E. Case, D. Fleurima, K. Lee

GOF: B.Chan, L. Perkins, V. Ceas

Call to Order: The board meeting was called to order by S. Akselrad at 4:05 p.m.

October Board Meeting Minutes Approved at 4:07 p.m.

Governance: S. Akselrad, M. Duffy

- Welcome prospective board members Alyssa Alfano and Francesca Di Matteo
Motion to vote onto the board: 4:15 p.m.
- Motion to change student enrollment to 375: 4:19 pm
- Motion to relocate GO-NYC to CSD2: 4:19 pm

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- School Highlights: Middle School
 - A Blast to the Past Dance in celebration of Halloween
 - Director Chit-chat open forum for parents to receive information and ask questions
 - House day fun for mentoring and bonding opportunities
- High School
 - Houses Go Pink, Launches service initiatives: Raised \$250 for Susan G. Koman breast cancer research
 - Fahrenheit 451 is a hit with the students
 - Study Abroad fundraising is raising money to help other students pay for their trip.
- Open Enrollment for 23-24 school year

Finance Report: B. Chan

- Summary of October financial report

Facility Report: M. Duffy

As of November 2022

- More detailed report coming in December board meeting

Motion to Adjourn: 4:43 pm

_____, **President of the Board of Trustees**

Signature

Great Oaks Charter School NYC

Appendix A

Great Oaks Charter School NY Resolution Elect Alyssa Alfano to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **November 8, 2022** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to add **Alyssa Alfano** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Alyssa Alfano** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Alyssa Alfano** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held November 8, 2022 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: November 8, 2022
Great Oaks Charter School NY

Appendix B

Great Oaks Charter School NY Resolution Elect Francesca Di Matteo to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **November 8, 2022** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to add **Francesca Di Matteo** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Francesca Di Matteo** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Francesca Di Matteo** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held November 8, 2022 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: November 8, 2022
Great Oaks Charter School NY

May Board Minutes (Virtual Meeting)
Board of Trustees – GO NYC
May 24, 2022

Attendance:

GO-NYC: T. Wilson, C. Smith, D. Tang

BOARD: S. Akselrad, J. McDonald, M. Duffy, I. Rodriguez, H. Wang, M. Gurney, J. Billy, K. Lee

GOF: B.Chan, J. Thomases

Call to Order: Board Meeting was called to order by S. Akselrad at 5:35 p.m.

April Board Meeting Minutes Approved at 5:38 p.m.

Board Proposal of New Business: N/A

Facilities Update: M. Duffy

- Our Lady of Pompeii
 - Progress report provided by M. Duffy
 - Lease negotiations are underway with the Archdiocese
 - Final lease is expected to be presented to the board for approval during the June 15th meeting

School Report: T. Wilson, C. Smith

- NYSED Charter Renewal Vote
 - May 16th vote was postponed to Monday, June 12th-13th to address the following issues:
 - Fiscal Management
 - Low Student Enrollment
 - All required documents have been submitted
 - 4+ year renewal is expected by the NYSED
- Highlights
 - Partnerships: Powerplay and Wapping HS visit
 - GONYC received the Bloomberg Summer Rise Award up to \$140,000 to help the school provide a high-quality summer program
 - Summer School Planning is underway
 - RCA Expo training for staff development
- Performance Data HS Regents Projections: Pass Rate
 - Living Environment 37%
 - Algebra I 41%
 - ELA 48%

FY' 23 Student Enrollment (In Progress)

- Enrollment Goal
 - MS - 195
 - HS - 185
- Estimated Students Returning
 - MS - 89
 - HS - 97
- Total Enrollment as of 5/24
 - MS - 158
 - HS - 126
- Staff Recruitment
MS Open Positions:
 - MS-Math Teacher (1)HS Open Positions
 - HS
 - Math Teachers (3)
 - Science Teachers (2)
 - Foreign Language (1)
- New HS Director 22-23: Kara Singleton

*8th Grade Graduation

Jun 22, 2022 2 pm at The Laguardia Performance Center


Finance Committee Report: B. Chan, H. Wang

As of April 2022

- Financial position remains healthy
- Spending is tracking against steady enrollment of 304 students
- FY '23 budget considerations in the age of uncertainty
 - COVID
 - The preliminary cost of the lease and moving expenses etc...

Board Resolution to select Kai-Yan Lee as a member of the Board of Trustees at 6:57 pm with a term expiring May 24, 2025, pending SED approval. A copy of the resolution is in Appendix A.

Adjournment: 7:04pm


_____, President of the Board of Trustees
Signature

Great Oaks Charter School NYC

Appendix A

Great Oaks Charter School NY Resolution Elect Kai-Yan Lee to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **May 24, 2022** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

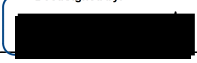
WHEREAS a motion to add **Kai-Yan Lee** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Kai-Yan Lee** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Kai-Yan Lee** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held May 24, 2022 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

DocuSigned by:
_____, **President of the Board of Trustees**
Signature

Dated: **May 24, 2022**
Great Oaks Charter School NY

Draft September Board Minutes
Board of Trustees – GO NYC
September 13, 2022

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle

BOARD: S. Akselrad, M. Duffy, H. Wang, A. Bhatia, J. McDonald, E. Case, J. Billy, M. Gurney, I. Rodriguez

GOF: B.Chan, L. Perkins, V. Ceas

Call to Order: The board meeting was called to order by S. Akselrad at 12:02 p.m.

July Board Meeting Minutes Approved at 12:05 p.m

Facility Report: M. Duffy

As of September 2022

- Progress report provided by M. Duffy
- The lease for 240 Bleecker street has been signed.
- The proposed Sublease is subject to review
- Proposal to modify student enrollment projections from 450 to 350.

Motion to move forward with proposed service agreement (motion granted): 12:12 pm

Finance Report: B. Chan, ED Wilson

- Review FY23 Budget
Current student enrollment as of 9/12/22: 291
Key strategies to align the budget with the lower student enrollment include:
 - Reducing cohorts
 - Realigning staffing assignments
 - Realigning SpEd count
- Ongoing student recruitment efforts are being made

School Report: ED Wilson, K. Singleton, T. Wilson, D. Tang

- Highlights
 - Summer PD
 - House Sort/Competitions
 - Ice cream social
 - Orientation & First day of school welcome
- 22-23 Student achievement data
 - State exam embargoed (Passing rates)
 - 18-19 ELA: 24% Math: 25%
 - 21-22 ELA: 51% Math: 21%

- HS Regents passing rate
 - Living Environment Regent (June)
 - Gen Ed- 63%
 - Sped- 44%
 - Overall- 55%
 - Algebra I Regent (June+August)
 - Overall- 51%
- GO-NYC 22-23 Student Achievement Goals
 - Middle school
 - 55% of students in 6-8th grade will demonstrate proficiency on the ELA State exam
 - 50% of students in 6-8th grade will demonstrate proficiency on the Math state exam
 - High School
 - 65% of students will demonstrate proficiency on all regents exams
- **Governance: S. Akselrad, M. Duffy**
 - Proposal of the new October board meeting date (In-person)
 - 10/17?
 - 10/25?
 - G. Roberts will send a poll to confirm new meeting date

Board Proposal of New Business:

Motion to approve payment amount of \$63,000 for Metamorphosis Math: 12:58 pm

Signatures needed for Annual Report

Adjournment: 1:15 pm

_____, **President of the Board of Trustees**

Signature

Great Oaks Charter School NYC

October Board Minutes
Board of Trustees – GO NYC
October 25, 2022

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham

BOARD: S. Akselrad, M. Duffy, H. Wang, A. Bhatia, J. McDonald, E. Case, D. Fleurima

GOF: B.Chan, L. Perkins

Call to Order: The board meeting was called to order by S. Akselrad at 5:05 p.m.

September Board Meeting Minutes Approved at 5:07 p.m.

Welcome prospective board member Derny Fleurima

Voted onto the board: 5:09 p.m.

Finance Report: B. Chan, R. Jacobi

- Independent auditors report for GO-NYC
- Summary of september financial report
- ED Wilson proposed assistance with grant/funding opportunities to raise money for GONYC
- Parent liaison for future board meetings

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- Staffing updates
 - Current enrollment as of 10/17/22: 291
 - HS projected at: 170
 - HS actuals at 127
- Class cohorts reduced; Staffing shift were made to accommodate those changes
- Operations modified and enhanced their purchase request process
 - Reduced operational cost
 - Established operations systems
- School Highlights
 - Fall sports season is underway
 - Q1 student lead conferences
 - High school uniform fashion show
- Fall 2022 Academic update
 - Baseline assessments VS ELA State exam
 - 2021 ELA baseline: 29%
 - 2022 ELA State exam: 51% (increased performance)
 - 2022 ELA baseline: 22%
 - 2021 Math baseline: 4%
 - 2022 Math State exam: 21%
 - 2022 Math baseline: 3%

- School Leadership Walkthrough: October 13, 2022
 - Goal: Walk through every classroom between 9:45-10:30 to look for patterns across middle school and high school instruction
 - Key Takeaways
 - Focus instructional team on ensuring that student tasks are worth doing within a *unit* rather than just a day.
 - Support teachers in differentiating between the purpose of tutorial and the class. In humanities, they looked far too similar.
 - Ensure Fellows have a targeted group of students who are their focus.
- ED Wilson Proposal of thoughts, ideas, recommendations and resources from the board to help our academic challenges

Facility Report: M. Duffy

As of October 2022

- L. Perkins has been working to get insurance paperwork in order to get gym access.
- Civic builders to assist with improvements costs
- Reduced enrollment projections to help improve our audit report
- More detailed report coming in December board meeting

Governance: S. Akselrad, M. Duffy

- Remain hybrid for November board meeting
 - 11/8/22 @ 5 pm

Moiton to Adjourn: 6:25 pm

_____, **President of the Board of Trustees**

Signature

Great Oaks Charter School NYC

Appendix A

Great Oaks Charter School NY Resolution Elect Durny Fleurima to the Board of Trustees

WHEREAS the Board of **Great Oaks Charter School NY** has duly held a board meeting on **October 25, 2022** consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NY** trustees had, and

WHEREAS discussions concerning an addition of additional board members to the Board of Trustees of **Great Oaks Charter School NY**, and

WHEREAS a motion to add **Durny Fleurima** as a member(s) to the Board of Trustees was made, and

WHEREAS the above referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NY**, and

WHEREAS the above referenced motion was duly accepted and passed by **Great Oaks Charter School NY** board,

NOW, therefore, **Great Oaks Charter School NY** Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, has voted to select **Durny Fleurima** as a member to its Board of Trustees, with a term expiring on **3** years from the date of NYSED approval, pending approval by NYSED. The resolution approving **Durny Fleurima** is adopted upon NYSED's approval

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NY**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NY** at a meeting convened and held May 24, 2022 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NY**.

_____, **President of the Board of Trustees**
Signature

Dated: October 25, 2022
Great Oaks Charter School NY

July Board Minutes
Board of Trustees – GO NYC
July 27, 2022

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, C. Smith

BOARD: S. Akselrad, M. Duffy, H. Wang, A. Bhatia (via Zoom), J. McDonald (via Zoom)

GOF: B.Chan

Call to Order: The board meeting was called to order by S. Akselrad at 1:15 p.m.

June Board Meeting Minutes Approved at 1:20 p.m

Finance Report: B. Chan

- Review FY23 Budget
 - FY22 Expenses were closed
 - New systems are put in place to monitor spending
 - The FY23 budget shows a positive margin

School Report: EDW Wilson, K. Singleton, T. Wilson, D. Tang

- FY23 Enrollment targets adjusted: 350
- FY23 Current Total Enrollment: 325
- 8 Families are expected to register this week
- 236 out of total enrollment are returning students
- Preliminary Assessment Data
 - MS ELA state exam average score comparison
 - MS Math state exam average score comparison
 - HS Regents passing rate
 - Living Environment
 - Gen Ed- 63%
 - Sped- 44%
 - Overall- 55%
 - Algebra I
 - Gen Ed- 34%
 - Sped- 33%
 - Overall- 34%
- GO-NYC Fellows
 - 40 Fellows for SY 22-23
 - 31 MS Fellows
 - 9 HS Fellows
 - Important Dates

- 7/18-7/29: Fellow Lead Training
 - 7/26: Content Team Placement
 - 8/1 & 8/2: Moving Days
 - 8/3: Fellow Training begins!
- Staff Recruitment
 - MS Open Positions:
 - MS-Math Teacher (2)
 - HS Open Positions
 - HS
 - Math Teachers (2)
 - Science Teachers (1)
- EDW Wilson introduced instructional development contracts (Metamorphosis Math & Charter Analytics) for approval at the next board meeting

Facilities Report: M. Duffy, A. Bhatia

As of July 2022

- Progress report provided by M. Duffy
- A. Bhatia will negotiate commission proposal with JLL
- Lease was finalized & awaiting a signature
- Schedule a visit for school leaders to tour 240 Bleecker Street

Board Proposal of New Business: N/A

Adjournment: 4:15pm

_____, **President of the Board of Trustees**

Signature

Great Oaks Charter School NYC

March Board Meeting Minutes (Virtual)
Board of Trustees – GO NYC
March 14, 2023

Attendance:

GO-NYC: T. Wilson, D. Tang, K. Singleton, T. Wilson II, K. Boyle, T. Cunningham, C. Lynch, A. Latessa

BOARD: S. Akselrad, M. Duffy, I. Rodriguez, J. McDonald, D. Fleurima, A. Alfano, O. Amores, E. Case, Samuel Ortiz, K. Lee, A. Bhatia

GOF: B. Chan, J. Lombardi

Call to Order: The board meeting was called to order by S. Akselrad at 4:02 p.m.

Governance: S. Akselrad, M. Duffy

- **Motion #22** to approve February meeting minutes at 4:04 pm, motion carries.
- **Motion #23** to name 240 Bleecker Street, The Kathleen Sherry Campus at Great Oaks Charter School NYC, motion carries at 4:27 p.m.
- Next Board meeting: April 11, 2023

School Report: ED Wilson, K. Singleton, T. Wilson, T. Cunningham

- School Highlights
 - Honoring Conor Lynch
 - The MET: Art Gallery School Trip
 - Black Excellence Expo
 - 2023 Stars CGI Leadership Breakfast
 - Academic Report
 - Mastery Season: State Exam Dress Rehearsal
 - Enrollment & Recruitment
 - GO-NYC at Charter Center School Fair
 - Application comparison via enrollment dashboard
 - Recruitment Strategies
 - Open House Event
 - Vanguard mailing
 - Banner posting at New location

Finance Report: B. Chan, D. Fleurima

- Review of current financials- Budget to Actuals

Facility Report: M. Duffy

As of March 2023

- Updates
 - Negotiations are still underway with Bluehub
 - Exploring more Donor Options

Motion #24 Adjourn the meeting by S. Akselrad at 5:11 pm, 2nd by I. Rodriguez. Motion carries.

_____, **President of the Board of Trustees**
Signature

Appendix A

Great Oaks Charter School NY Resolution To name 240 Bleecker Street, The Kathleen Sherry Campus of Great Oaks Charter School NYC

WHEREAS the Board of **Great Oaks Charter School NYC** has duly held a board meeting on **March 14, 2023**, consistent with its bylaws, and

WHEREAS a quorum of **Great Oaks Charter School NYC** trustees had, and

WHEREAS discussions concerning a modification of the school name of **Great Oaks Charter School NYC**, and

WHEREAS a motion to name the new school facility at 240 Bleecker Street, **The Kathleen Sherry Campus of Great Oaks Charter School NYC** was made, and

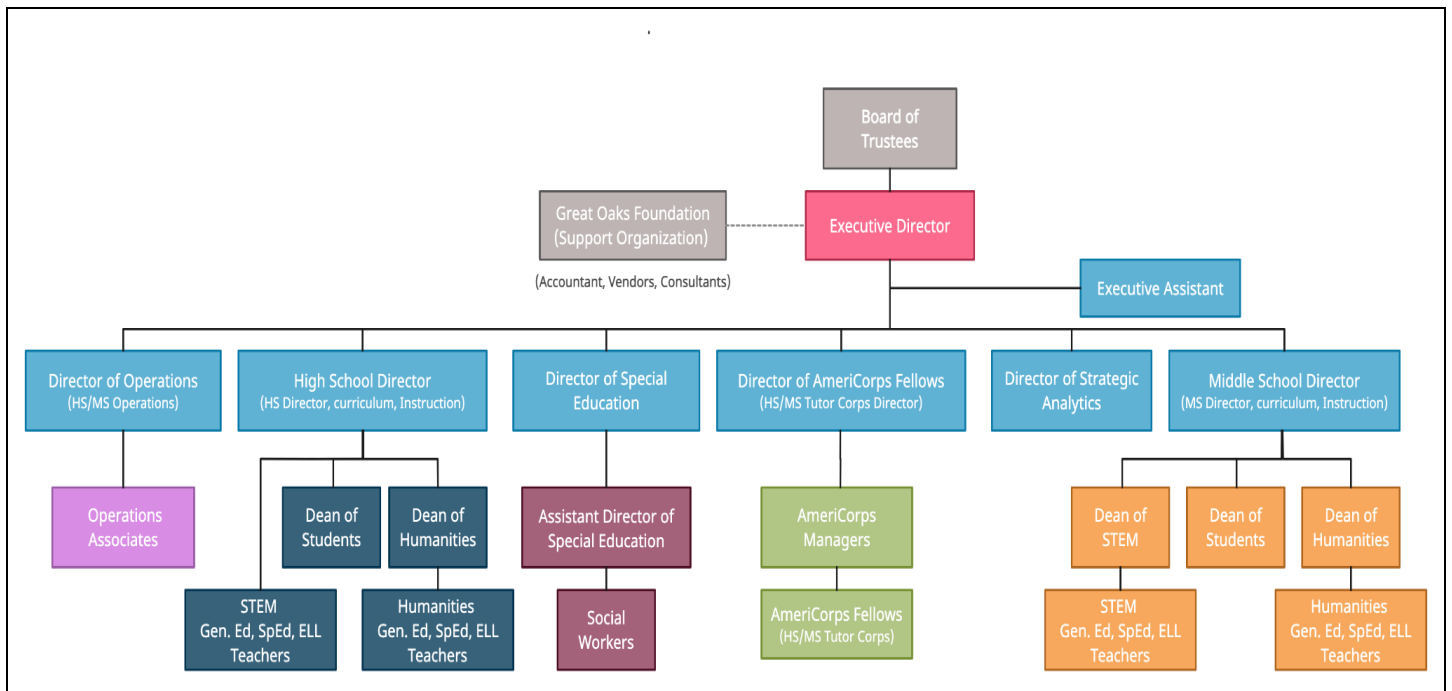
WHEREAS the above-referenced motion was seconded, and thereafter a vote to accept or reject said motion was taken by the Board of **Great Oaks Charter School NYC**, and

WHEREAS the above-referenced motion was duly accepted and passed by **the Great Oaks Charter School NYC** board,

I, **Susan Akselrad**, as **President** of the Board of Trustees of **Great Oaks Charter School NYC**, organized and existing under the laws of New York, hereby certify that the above is a true copy of a resolution adopted by the Board of Trustees of **Great Oaks Charter School NYC** at a meeting convened and held on March 14, 2023 at which a quorum was present and voting throughout and that such resolution is adopted upon NYSED's approval and is in accordance with the provisions of the charter and by-laws of **Great Oaks Charter School NYC**.

_____, **President of the Board of Trustees**
Signature

Dated: March 14, 2023
Great Oaks Charter School NY



Great Oaks Charter School-NYC 2023-2024 Instructional Calendar

JULY 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JANUARY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1 New Year's Day
- 2 No Classes: Staff Professional
- 4 MS ELA Quiz
- 9 HS STEAM Quiz
- 11 MS Math Quiz
- 16 HS Humanity Quiz
- 15 M.L.K. Day
- 19 Last Day: Quarter 2
- 23-26 HS Regents exams & MS Mid-year Interim Assessments

20 School Days

- 7-18 School Closed: Staff Professional Development
- 21-23 School Orientation

AUGUST 2023						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

9 School Days

FEBRUARY 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

- 7 Parent & Teacher Conference
- 12-16 HS Mock Regents exams#2
- 19-23 Midwinter Recess

16 School Days

- 4 Labor Day
- 6&13 iReady Assessment
- 25-29 HS & MS Baseline Assessments

SEPTEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

20 School Days

MARCH 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 6-7 MS ELA Dress Rehearsal
- 12 HS STEAM Quiz
- 19 HS Humanity Quiz
- 15-18 March Recess
- 26-27 MS Math Dress Rehearsal
- 28 Last Day: Quarter 3
- 29 Feel Good Friday

18 School Days

- 4 Student-Led Conference
- 9 Indigenous People's Day
- 13 Last Day: Quarter 1
- 12 MS ELA Quiz
- 17 HS STEAM Quiz
- 19 MS Math Quiz
- 24 HS Humanity Quiz

OCTOBER 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

21 School Days

APRIL 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- 10-11 ELA State Exam
- 15-19 HS Mock Regents exams#3
- 22-26 Spring Recess

17 School Days

- 2 MS ELA Quiz
- 7 HS STEAM Quiz
- 9 MS Math Quiz
- 14 HS Humanity Quiz
- 20-24 Thanksgiving Recess

NOVEMBER 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

17 School Days

MAY 2024						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 7-8 Math State Exam
- 22-23 iReady Assessment
- 27 Memorial Day
- 29 Student-Led Conference

22 School Days

- 6 Student-Led Conference
- 5&7 iReady Assessment
- 11-15 HS Mock Regents exams #1
- 20-29 Winter Recess

DECEMBER 2023						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

13 School Days

JUNE 2024						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 4-14 HS Regents exams
- 14 Last Day: Quarter 4
- 19 Juneteenth Day
- 26 Last Day of School

17 School Days

Conference

No Classes/Staff PD

1st and Last Day of School

School Closed

School Exams

State Exams



Tesco Fire Services Inc.
License # 12000270662
51-05 Flushing Ave, #208
Maspeth, NY 1137

Tel: 917-705-9658
Fax: 718-228-9194
[NYC MBE Cert #MWCERT2015-293](#)
www.TescoFireServices.com

Inspection, Maintenance and Service Agreement for Fire Alarm System and Associated Components

Tesco Fire Services Inc. hereinafter called the "**Contractor**" and "**Great Oaks Charter School**" called the "**Client**" hereby agrees on this the 18th day of January 2022 to the performance of certain services described herein at client premises:

Client:

Great Oaks Charter School
38 Delancey Street
New York, NY 10002

Premises to be Serviced:

Great Oaks Charter School
38 Delancey Street
New York, NY 10002

The contractor will perform the following services:

(A) Clean and inspect all Fire Alarm Equipment and components on a semi-annual basis with routine adjustments as needed. Test and maintain the system and all related components in accordance with all provisions of NFPA-72 and the N.Y.C Fire Department.

(B) All Cleaning and inspection of Fire Alarm Equipment and components shall be performed during normal business hours, including Nights and weekends, as agreed to and deemed appropriate by the Property Manager.

(C) Purge System (if applicable): Semi-Annually activate each floor and verify proper activation of associated fans and dampers.

NOTE: Tesco Fire Services, Inc. is not responsible for dampers, fans, switches or any other mechanical equipment being controlled or monitored by our modules. We are also not responsible for the design and the air flow volume calculations. All mechanical equipment associated with the post fire smoke purge system is to be maintained and/or repaired as necessary by the building's mechanical contractor.

(D) Logbooks for the fire alarm system shall be supplied and filled out after each inspection by Tesco Fire Services, Inc. (as required by F.D.N.Y.).

(E) Shall be On-Call 24/7 with maximum of 4-hour response time for emergency related issues at prevailing rates as per terms and conditions within this contract.

Contract Length & Renewals:

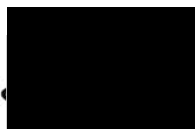
This Contract shall remain in effect for Five (5) years from its date and shall be self-renewing at a 3% increase per year until cancelled in writing by either party. This agreement may be terminated by either party during the contract period with written notice provided to the other party with thirty (30) days' notice and provided all outstanding invoices for services rendered be paid by the Client.

Certificate of Occupancy

CO Number: 102491590T045

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. *This document or a copy shall be available for inspection at the building at all reasonable times.*

A. Borough: Manhattan Address: 40 DELANCEY STREET Building Identification Number (BIN): 1087549	Block Number: 00420 Lot Number(s): 40 Building Type: New	Certificate Type: Temporary Effective Date: 02/05/2021 Expiration Date: 05/06/2021
<i>For zoning lot metes & bounds, please see BISWeb.</i>		
B. Construction classification: 1-C (1968 Code) Building Occupancy Group classification: J2 (1968 Code) Multiple Dwelling Law Classification: HAEA		
No. of stories: 16 Height in feet: 198 No. of dwelling units: 54		
C. Fire Protection Equipment: Standpipe system, Sprinkler system		
D. Type and number of open spaces: None associated with this filing.		
E. This Certificate is issued with the following legal limitations: None		
Outstanding requirements for obtaining Final Certificate of Occupancy:		
There are 14 outstanding requirements. Please refer to BISWeb for further detail.		
Borough Comments: None		



Borough Commissioner



Commissioner

Certificate of Occupancy

CO Number: 102491590T045

Permissible Use and Occupancy						
All Building Code occupancy group designations are 1968 designations, except RES, COM, or PUB which are 1938 Building Code occupancy group designations.						
Floor From To	Maximum persons permitted	Live load lbs per sq. ft.	Building Code occupancy group	Dwelling or Rooming Units	Zoning use group	Description of use
CEL	10	100	B-2		6	THIRTY FOUR (34) ACCESSORY PARKING SPACES
SC1	1	OG	B-2			METER ROOMS, STORAGE
001	100	150	C		6	RETAIL SPACE
002	438	75	G		6	DAYCARE
003	250	75	G		3	EDUCATION
004		40	J-2	4	2	FOUR (4) CLASS 'A' APARTMENTS
005 010		40	J-2	5	2	FIVE (5) CLASS 'A' APARTMENTS ON EACH FLOOR
011 014		40	J-2	4	2	FOUR (4) CLASS 'A' APARTMENTS ON EACH FLOOR
015		40	J-2	4	2	FOUR (4) CLASS 'A' APARTMENTS
END OF SECTION						


Borough Commissioner


Commissioner

END OF DOCUMENT

102491590/045 2/5/2021 4:33:46 PM

From: TCOextension@buildings.nyc.gov <TCOextension@buildings.nyc.gov>

Sent: Tuesday, May 04, 2021 10:55 AM

To: INFO@ARCHITECTSSTUDIO.NY; INFO@ARCHITECTSSTUDIONY.COM; INFO@ARCHITECTSSTUDIO.NY

Subject: 90-day Extension of Temporary Certificate of Occupancy for MANHATTAN 40 DELANCY STREET

You are receiving this email as the owner or stakeholder associated with Job Number 102491590. Our records indicate that you have taken steps to renew the Temporary Certificate of Occupancy in DOB NOW: *Build* prior to the expiration date of the TCO.

Due to the high volume of Occupancy submissions, the NYC Department of Buildings is granting a 90-day extension of Temporary Certificate Occupancy number 102491590T045 that has a current expiration date of 05/06/2021, subject to all conditions for which such TCO was granted. The new expiration date is 08/04/2021.

Once the Schedule of Occupancy request that was submitted in [DOB NOW: Build](#) is approved, a Certificate of Occupancy request (of any type) must also be submitted and then approved before there can be any subsequent renewal. Renewal fees will be applied based on the expiration date of the TCO prior to the extension.



John Raine, R.A.
Manhattan Borough Commissioner
NYC Department of Buildings

