

# Application: Harriet Tubman Charter School

Michael Taylor - michael.taylor@htcsbronx.org  
2021-2022 Annual Report

## Entry 1 School Info and Cover Page

**Completed** Sep 30 2022

### [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 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 2021-2022 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, 2022)** or you may not be assigned the correct tasks.

## BASIC INFORMATION

### **a. SCHOOL NAME**

(Select name from the drop down menu)

HARRIET TUBMAN CHARTER SCHOOL 800000046300

**a1. Popular School Name**

HTCS

**b. CHARTER AUTHORIZER (As of June 30th, 2021)**

Please select the correct authorizer as of June 30, 2022 or you may not be assigned the correct tasks.

BOARD OF REGENTS

**d. DISTRICT / CSD OF LOCATION**

CSD # 9 - BRONX

**e. DATE OF INITIAL CHARTER**

9/2000

**f. DATE FIRST OPENED FOR INSTRUCTION**

9/2001

**c. School Unionized**

Is your charter school unionized?

No

**f. APPROVED SCHOOL MISSION (Regents, NYCDOE, and Buffalo BOE authorized schools only)**

MISSION STATEMENT

The Harriet Tubman Charter School is committed to helping each child develop to their full potential. We recognize that all human beings are endowed with a unique set of skills. We believe that the process of schooling should lead each student to the realization, development, and expression of their gifts and talents. We are a performance-based charter school created to serve the children of the Southeast Bronx while exploring the heritage of many cultures represented in our neighborhood. We are an extended family of students, teachers, parents, and community members who promote the educational achievements of our children through a relentless focus on high academic standards for all, no matter their race, gender identity, religious practices, national origin, ethnicity, sexual orientation, socio-economic status, or other distinguishing personal characteristics. HTCS is designed to help students develop the skills to become leaders who read, think, write, and communicate at high levels. Our mission is to prepare our children for success throughout their college and/or career years, moving into adulthood as fully responsible contributors to their local community and our global society.

**g. KEY DESIGN ELEMENTS (Regents, NYCDOE, and Buffalo BOE authorized schools only)**

KEY DESIGN ELEMENTS (Briefly describe each Key Design Elements (KDE) as presented in the schools approved charter. KDEs are those general aspects of the school that are innovative or unique to the school’s mission and goals, are core to the school’s overall design, and are critical to its success.

KDE 1

A Research-Proven Curriculum Aligned to the NYS Next Generation Standards: The HTCS curriculum is differentiated and focused on a program that prepares students for success at every level. The Elementary Academy uses Core Knowledge Language Arts K-3, Reading Fundamentals, Envision Math, Springboard, Science: A Closer Look, McGraw-Hill Social Studies, EngageNY, teacher-created materials, MakerSpace STEAM Lab, and STEAM Summer Camp. The Junior Academy uses Ready NY Next Generation Standards for ELA and Math, Springboard, Dimensions Science, Dimensions Social Studies, Holt McDougal The

Eastern Hemisphere (Grade 6), Holt McDougal US History (Grades 7 and 8), and STEAM. Online content areas resources integrate teaching and learning with required grade-level standards. The STEAM program also builds problem-solving skills, which help students master foundational skills by providing opportunities to apply critical thinking to problems connected to real-world situations.

KDE 2

Differentiated Instruction: HTCS employs proven instructional methodologies for high poverty and at-risk students. A differentiated instructional approach helps students make meaningful and concrete connections between what is learned in the classroom and the world around them. Teachers use strategies from "A Blueprint for Improved Results for SWD and ELL Students." Web-based instructional resources and strategies are accessed from EngageNY, Core Knowledge, Envision Math, and Springboard. Teachers work with students to build problem-solving skills, master foundational skills, and apply critical thinking to analyze and discuss various problems connected to their life experiences. Teachers have a horizontal knowledge of the NYS Next Generation Standards at each grade level and understand the vertical expectations for students as they move from one grade level to the next. Teachers and Teacher Assistants also use graphic organizers, audio texts, visuals, videos, modified vocabulary definitions, and annotated texts depending on students' needs. Direct instruction, guided practice, small group work, and independent practice are incorporated into all lessons.

KDE 3

An Array of Assessment Tools to Track Student Progress: HTCS uses a comprehensive assessment system to flexibly group students, target instruction, and track student progress toward grade-level proficiency as defined in the NYS Next Generation Standards. Assessment data help teachers flexibly group students based on specific needs and provide key trends as the Board and school leaders evaluate instructional efficacy and student progress toward proficiency. Key trends in

student performance are noted for each class, grade level, and cohort group. Data analyses also provide timely feedback so school leaders and the Board can engage in supportive interventions when needed.

KDE 4

A Strategic Framework Focused on Monitoring Progress Toward Benchmark Indicators as prescribed by NYSED and CSO: Our record of success is measured by important benchmarks defined in the 2019 School Performance Framework. We use the metrics that define each benchmark to evaluate our progress toward these critical performance goals. Frequent discussion around the Benchmark Indicators is critically important to ensure that HTCS demonstrates 1) Academic success and progress in operating in an educationally sound manner; 2) Organizational viability and accomplishments to operate in a fiscally responsible manner, and 3) Fidelity to the terms of our charter and adherence to the laws and regulations of New York State.

KDE 5

Essential Core Values That Support a Positive School Culture: Core values are posted throughout the school in multiple languages centering on Wisdom, Justice, Courage, Compassion, Hope, Respect, Responsibility, and Integrity. Every week, students are recognized for demonstrating the Core Value of the Month through attitude, behavior, and a sense of responsibility.

KDE 6

Focused Professional Support for Teachers: Teachers are provided relevant professional development opportunities monthly. The PD is designed to deepen their knowledge of the curriculum and the NYS Next Generation Standards. Resources are allocated to provide training conducted by experienced consultants and HTCS leadership. Daily common planning among grade-level teachers, TAs, and support staff allows time during the school day to collaboratively discuss student and teacher needs. Time to work and plan enables teachers, administrators, and support professionals to delve deeply into student

and teachers' needs, developing interventions and adaptations to improve student outcomes.

KDE 7

Support Systems Aligned to HTCS's Mission and Vision: HTCS leadership and the Board of Trustees understand their role in the management and governance of HTCS. They are duty bound to monitor financial support, policy development, performance goal progress, resource management, academic progress, organizational viability, and operational effectiveness. Faithfulness to the terms of their charter is also a key indicator of success.

KDE 8

Shared Leadership Among Teachers, Administrators, and the Board: School leadership, the faculty, and the Board of Trustees must maintain fluid communication to uphold high expectations, accountability, shared values, and fidelity to Harriet Tubman Charter School's mission, vision, and values. Each month, joint committees comprised of school leadership and Board members meet to delve more deeply into the academic, organizational, and fiscal trends that determine school health. Programmatic strengths and areas of concern are discussed to determine the need for immediate course corrections to ensure that students and teachers are getting what they need and the school is making progress toward all benchmark indicators.

KDE 9

Effective Management of Fiscal Resources to Support Achievement: The HTCS Board Finance and Audit Committee, the principal, and the Director of Operations work directly with Charter School Business Management to ensure that the budgetary operations, fiscal management, policies, practices, planning, and oversight effectively support the academic and fiscal viability and sustainability of HTCS. Resources for programs and staff must be responsibly managed so that teachers can teach and students can learn. HTCS uses the Composite Financial Score annually to gauge its fiscal responsibility as a measure of the school's financial health.

Processes for Meaningful Parental Engagement:

KDE 10

School leaders, faculty, and staff create strong bonds of support with HTCS parents and families through various communication venues. Informative parent workshops are conducted by school leaders, special service providers, and the Parent Association, highlighting services and tools available for families to keep them apprised of student progress. HTCS teachers and the IT Team train parents to access HTCS's online Parent Portal to view student work. Various types of school events such as Town Hall, Family Nights, Parent Teacher conferences, Parent Association meetings, and school-wide events motivate parents to attend and engage. These gatherings allow parents to interface with administrators, faculty, the Board of Trustees, and the HTCS community. Many celebratory events showcase the talents of our students. The president of the Parent Association is also a duly approved member of the Board of Trustees to ensure that parents have a voice in the decision-making process.

**Need additional space for variables**

No

**h. SCHOOL WEB ADDRESS (URL)**

[www.htcsbronx.org](http://www.htcsbronx.org)

**i. Total Approved Charter Enrollment for 2021-2022 School Year (exclude Pre-K program enrollment)**

675

**j. Total Enrollment on June 30, 2022 (exclude Pre-K program enrollment)**

581

**k. Grades Served during the 2021-2022 School Year (exclude Pre-K program students)**

Check all that apply

Grades Served

K, 1, 2, 3, 4, 5, 6, 7, 8

**l1. DOES THE SCHOOL CONTRACT WITH A CHARTER OR EDUCATIONAL MANAGEMENT ORGANIZATION?**

No

## FACILITIES INFORMATION

**m. FACILITIES**

Will the school maintain or operate multiple sites in 2022-2023?

Yes, 2 sites

**HARRIET TUBMAN CHARTER SCHOOL 800000046300**

**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 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	3565 Third Ave Bronx, NY 10456	718-537-9912	NYC CSD 9	K-4	No

**m1a. Please provide the contact information for Site 1.**

	Name	Title	Work Phone	Alternate Phone	Email Address
School Leader	Cleveland Person	Principal	718-537-9912	718-755-7897	<a href="mailto:Cleveland.Person@HTCSBronx.org">Cleveland.Person@HTCSBronx.org</a>
Operational Leader	Michael Taylor	Director of Operations	718-537-9912	646-281-5444	<a href="mailto:Michael.Taylor@HTCSBronx.org">Michael.Taylor@HTCSBronx.org</a>
Compliance Contact	Cleveland Person	Principal	718-537-9912	718-755-7897	<a href="mailto:Cleveland.Person@HTCSBronx.org">Cleveland.Person@HTCSBronx.org</a>
Complaint Contact	Cleveland Person	Principal	718-537-9912	718-755-7897	<a href="mailto:Cleveland.Person@HTCSBronx.org">Cleveland.Person@HTCSBronx.org</a>
DASA Coordinator	Elizabeth Malave	Social Worker	718-537-9912	718-801-3813	<a href="mailto:Elizabeth.Malave@HTCSBronx.org">Elizabeth.Malave@HTCSBronx.org</a>
Phone Contact for After Hours Emergencies	Cleveland Person	Principal	718-537-9912	718-755-7897	

**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, 2021.**

- **Fire inspection certificates must be updated annually. For the upcoming school year 2022-2023, the fire inspection certificate must be dated after July 1, 2021.**
- **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, 2022.**

### Site 1 Certificate of Occupancy (COO)

[Cerofocc.pdf](#)

**Filename:** Cerofocc.pdf **Size:** 268.7 kB

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### Site 1 Fire Inspection Report

[3565 3 ave Fire.pdf](#)

**Filename:** 3565 3 ave Fire.pdf **Size:** 172.2 kB

HTCS

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### School Site 2

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## m2. SCHOOL SITES

Please provide information on Site 2 for the upcoming school year.

	Physical Address	Phone Number	District/CSD	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 2	1176 Franklin Ave	718-991-4181	NYC CSD 9	5-8	No

### m2a. Please provide the contact information for Site 2.

	Name	Title	Work Phone	Alternate Phone	Email Address
School Leader	Cleveland Person	Principal	718-991-4181	718-755-7897	<a href="mailto:Cleveland.Person@HTCBronx.org">Cleveland.Person@HTCBronx.org</a>
Operational Leader	Michael Taylor	Director of Operations	718-991-4181	646-281-5444	
Compliance Contact	Cleveland Person	Principal	718-991-4181	718-755-7897	
Complaint Contact	Cleveland Person	Principal	718-991-4181	718-755-7897	
DASA Coordinator	Elizabeth Malave	Social Worker	718-537-9912	718-801-3813	
Phone Contact for After Hours Emergencies	Cleveland Person	Principal	718-991-4181	718-755-7897	

**m2b. Is site 2 in public (co-located) space or in private space?**

Private Space

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**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, 2022.**

- **Fire inspection certificates must be updated annually. For the upcoming school year 2022-2023, the fire inspection certificate must be dated after July 1, 2022.**
- **If the fire inspection certificate expires after the August 1, 2022 submission of the Annual Report, please submit the new certificate with the Annual Report entries due on November 1, 2022. Please note in the portal that this is the case**

**Site 1 Certificate of Occupancy (COO)**

[Letter No Objection.pdf](#)

**Filename:** Letter No Objection.pdf **Size:** 199.4 kB

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**Site 2 Fire Inspection Report**

[1176 Franklin ave CW.pdf](#)

**Filename:** 1176 Franklin ave CW.pdf **Size:** 196.2 kB

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**CHARTER REVISIONS DURING THE 2021-2022 SCHOOL YEAR**

**n1. Were there any revisions to the school’s charter during the 2021-2022 school year? (Please include approved or pending material and non-material charter revisions).**

No

**o. Has your school's Board of Trustee's approved a budget for the 2021-2022 FY?**

Yes

**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	Michael Taylor
Position	Director of Operations
Phone/Extension	718-537-9912
Email	<a href="mailto:Michael.Taylor@htcsbronx.org">Michael.Taylor@htcsbronx.org</a>

**p. 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:**

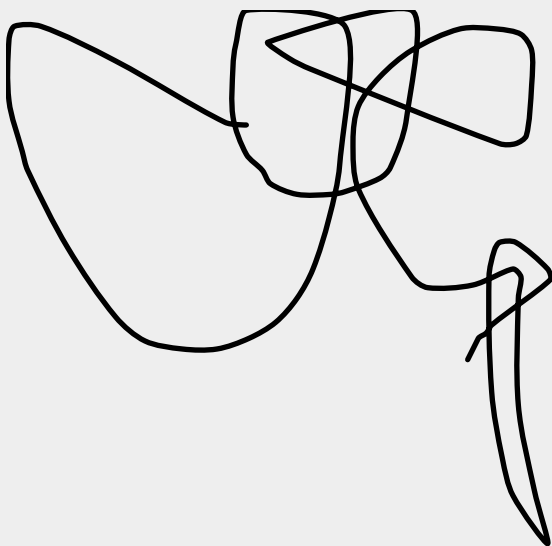
Yes

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).

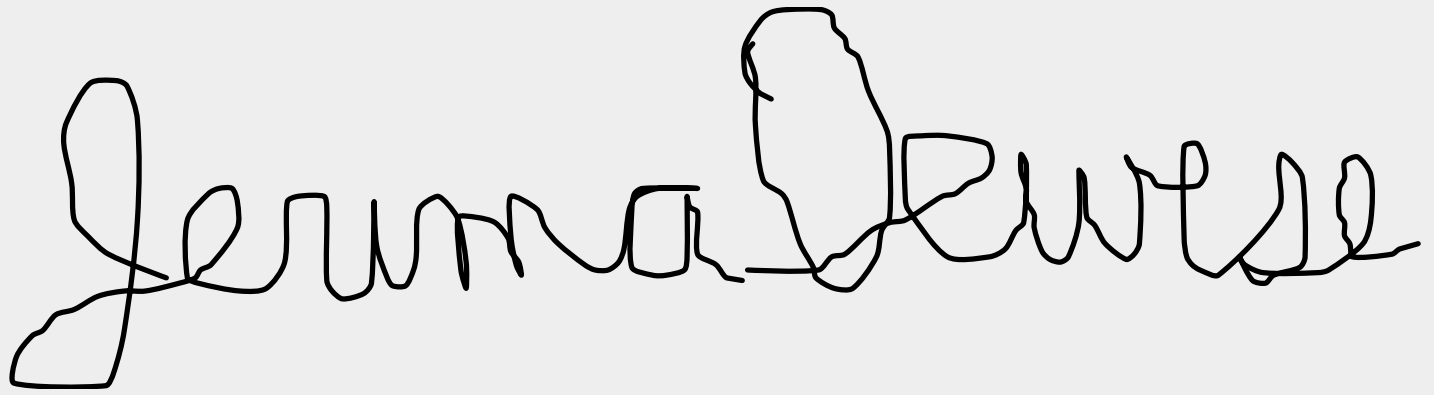
**Responses Selected:**

Yes

**Signature, Head of Charter School**

A handwritten signature in black ink on a light gray background. The signature is highly stylized and cursive, starting with a large loop on the left and ending with a long, thin vertical stroke on the right.

Signature, President of the Board of Trustees



Date

Jul 28 2022

Thank you.



## Entry 3 Progress Toward Goals

In Progress Last edited: Oct 31 2022

### 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, 2022**.

**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 2, 2022.

**HARRIET TUBMAN CHARTER SCHOOL 800000046300**

**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, 2022**.

**2021-2022 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	Academic Goal 1a (i): ESEA Accountability Designation  HTCS will remain a School in Good Standing and	NYSED Data or Site Review Reports  All Students and Subgroups	Unable to Assess	

	make every effort to reach the Recognition level.			
Academic Goal 2	<p>Academic Goal 1b (i): ELA Comparative Proficiency:</p> <p>HTCS will meet or exceed the performance of similar schools in NYS (same grades and similar population) on the Grade 3-8 ELA assessments.</p>	<p>NYSED Data or Site Review Reports</p> <p>Aggregate Proficiency Averages of HTCS and NYS Similar Schools</p>	Unable to Assess	
Academic Goal 3	<p>Academic Goal 1b (i): Math Comparative Proficiency</p> <p>HTCS will meet or exceed the performance of similar schools in NYS (same grades and similar population) on the Grade 3-8 Math assessments.</p>	<p>NYSED data</p> <p>Aggregate Proficiency Averages of HTCS and NYS Similar Schools</p>	Unable to Assess	
Academic Goal 4	<p>Academic Goal 1b (i): Science Comparative Proficiency</p> <p>HTCS will meet or exceed the performance of similar schools in NYS (same grades and similar</p>	<p>NYSED data</p> <p>Aggregate Proficiency Averages of HTCS and NYS Similar Schools</p> <p>All Students and</p>	Unable to Assess	

	<p>population) on the Grade 5 and 8 Science assessments.</p>	<p>Subgroups</p>		
<p>Academic Goal 5</p>	<p>Academic Goal 2a (i): ELA Aggregate Standards-Based Trends Toward Proficiency</p> <p>HTCS will demonstrate that 60% of the students are maintaining or trending toward higher levels of proficiency as compared to their previous year's test scores in ELA.</p> <p>HTCS will make every effort to continue its efforts toward the target of 80% proficiency</p>	<p>NYSED Data Aggregate percentage of students who either maintain proficiency at Level 3 or 4 or who are improving their proficiency level from one year to the next in ELA.</p> <p>All Students</p>	<p>Unable to Assess</p>	
<p>Academic Goal 6</p>	<p>Academic Goal 2a (i): Math Aggregate Standards-Based Trends Toward Proficiency</p> <p>HTCS will demonstrate that 60% of the students are maintaining or trending toward</p>	<p>NYSED Data Aggregate percentage of students who either maintain proficiency at Level 3 or 4 or improve their proficiency level in</p>	<p>Unable to Assess</p>	

	<p>higher proficiency levels compared to their previous year's test scores in Math. HTCS will make every effort to continue its efforts toward the target of 80% proficiency.</p>	<p>Math from one year to the next.</p> <p>All Students</p>		
Academic Goal 7	<p>Academic Goal 2a (ii): ELA Aggregate Standards-Based Trends Toward Proficiency</p> <p>HTCS will demonstrate that 60% of the students in subgroups are maintaining or trending toward higher proficiency levels compared to their previous year's test scores in ELA. HTCS will make every effort to continue its efforts toward the 80% proficiency target.</p>	<p>NYSED Data Aggregate percentage of students in subgroups who either maintain proficiency at Level 3 or 4 or improve their proficiency level in ELA from one year to the next.</p> <p>All Subgroups SWD, ELL/MLL, and ED students</p>	Unable to Assess	
	<p>Academic Goal 2a (ii): Math Aggregate Standards-Based Trends Toward Proficiency</p>	<p>NYSED Data Aggregate percentage of</p>		

<p>Academic Goal 8</p>	<p>HTCS will demonstrate that 60% of the students in subgroups are maintaining or trending toward higher proficiency levels compared to their previous year's test scores in Math. HTCS will make every effort to continue its efforts toward the 80% proficiency target.</p>	<p>students in subgroups who either maintain proficiency at Level 3 or 4 or improve their proficiency level in Math from one year to the next.</p> <p>All Subgroups SWD, ELL/MLL, and ED students</p>	<p>Unable to Assess</p>	
<p>Academic Goal 9</p>	<p>Academic Goal 2b (i): ELA Aggregate School Level Proficiency</p> <p>HTCS's proficiency percentage for all students in Grades 3-8 in ELA will exceed the proficiency percentage in CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.</p>	<p>NYSED Data</p> <p>The percent of all students in Grade 3-8 who score proficiently in ELA vs. the proficiency percentage of students in CSD #9.</p> <p>All Students</p>	<p>Unable to Assess</p>	
	<p>Academic Goal 2b (i): Math Aggregate School Level Proficiency</p>			

Academic Goal 10	HTCS's proficiency percentage for all students in Grades 3-8 in Math will exceed the proficiency percentage in CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.	<p>NYSED Data</p> <p>The percent of all students in Grade 3-8 who score proficiently in Math vs. the proficiency percentage of students in CSD #9.</p> <p>All Students</p>		
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**2. Do have more academic goals to add?**

Yes

**2021-2022 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	2019-2020 progress toward attainment of goal Met/Not Met/Unable to Assess During Due to Closure
	<p>Academic Goal 2b (i): Science Aggregate School Level Proficiency</p> <p>HTCS's proficiency percentage for all students in Grade</p>	<p>NYSED Data</p> <p>The percent of all students in Grades 5 and 8 who score</p>		

Academic Goal 11	5 and 8 in Science will exceed the percent proficient in CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.	proficiently in Science vs. the percent proficient of students in CSD #9.  All Students	Unable to Assess	
Academic Goal 12	Academic Goal 2b (ii): ELA Aggregate School Level Proficiency  HTCS's proficiency percentage for all students in Grades 3-8 in ELA will exceed the proficiency percentage in CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.	NYSED Data The percent of all students in subgroups in Grade 3-8 who score proficiently in ELA vs. the proficiency percentage of subgroups in CSD #9.  SWD, ELL/MLL, and ED students	Unable to Assess	
Academic Goal 13	Academic Goal 2b (ii): Math Aggregate School Level Proficiency  HTCS's proficiency percentage for all students in Grades 3-8 in Math will exceed the	NYSED Data The percent of all students in Grade 3-8 who score proficiently in Math vs. the proficiency percentage of	Unable to Assess	

	<p>proficiency percentage in CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.</p>	<p>students in CSD #9.</p> <p>SWD, ELL/MLL, and ED students</p>		
Academic Goal 14	<p>Academic Goal 2b (ii): Science Aggregate School Level Proficiency</p> <p>HTCS's proficiency percentage for students in Grades 5 and 8 in Science will exceed CSD #9. HTCS will continue to make every effort to meet or exceed the proficiency percentage in NYS similar schools.</p>	<p>NYSED Data</p> <p>The percent of all students in Grades 5 and 8 who score proficiently in Science vs. the proficiency percentage of students in CSD #9.</p> <p>SWD, ELL/MLL, and ED students</p>	Unable to Assess	
Academic Goal 15	<p>Academic Goal 2b (iii): ELA Aggregate Grade Level Proficiency for Grade 3</p> <p>The percent of HTCS 3rd Grade students scoring proficient on the ELA assessment will exceed the percentage of Grade 3 students</p>	<p>NYSED Data</p> <p>The aggregate percentage of students in Grade 3 who score proficiently in ELA compared to 3rd grade proficiency in CSD #9.</p>	Unable to Assess	



	<p>in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 3.</p>	<p>All students in Grade 3</p>		
Academic Goal 16	<p>Academic Goal 2b (iii):            ELA            Aggregate Grade Level Proficiency for Grade 4</p> <p>The percent of HTCS 4th Grade students scoring proficient on the ELA assessment will exceed the percentage of Grade 4 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 4.</p>	<p>NYSED Data            The aggregate percentage of students in Grade 4 who score proficiently in ELA compared to 4th grade proficiency in CSD #9.</p> <p>All students in Grade 4</p>	Unable to Assess	
Academic Goal 17	<p>Academic Goal 2b (iii):            ELA            Aggregate Grade Level Proficiency for Grade 5</p> <p>The percent of HTCS 5th Grade students scoring proficient on the ELA assessment</p>	<p>NYSED Data            The aggregate percentage of students in Grade 5 who score proficiently in ELA compared to 5th</p>	Unable to Assess	

	<p>will exceed the percentage of Grade 5 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 5.</p>	<p>grade proficiency in CSD #9.</p> <p>All students in Grade 5</p>		
Academic Goal 18	<p>Academic Goal 2b (iii): ELA Aggregate Grade Level Proficiency for Grade 6</p> <p>The percent of HTCS 6th Grade students scoring proficient on the ELA assessment will exceed the percentage of Grade 6 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 6.</p>	<p>NYSED Data The aggregate percentage of students in Grade 6 who score proficiently in ELA compared to 6th grade proficiency in CSD #9.</p> <p>All students in Grade 6</p>	Unable to Assess	
	<p>Academic Goal 2b (iii): ELA Aggregate Grade Level Proficiency for Grade 7</p>	<p>NYSED Data The aggregate percentage of</p>		

<p>Academic Goal 19</p>	<p>The percent of HTCS 7th Grade students scoring proficient on the ELA assessment will exceed the percentage of Grade 7 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 7.</p>	<p>students in Grade 7 who score proficiently in ELA compared to 7th grade proficiency in CSD #9.</p> <p>All students in Grade 7</p>	<p>Unable to Assess</p>	
<p>Academic Goal 20</p>	<p>Academic Goal 2b (iii):            ELA            Aggregate Grade Level Proficiency for Grade 8</p> <p>The percent of HTCS 8th Grade students scoring proficient on the ELA assessment will exceed the percentage of Grade 8 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 8.</p>	<p>NYSED Data            The aggregate percentage of students in Grade 8 who score proficiently in ELA compared to 8th grade proficiency in CSD #9.</p> <p>All students in Grade 8</p>	<p>Unable to Assess</p>	

### 3. Do have more academic goals to add?

Yes

#### 2021-2022 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 Meet	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 21	<p>Academic Goal 2b (iii): Math Aggregate Grade Level Proficiency for Grade 3</p> <p>The percent of HTCS 3rd Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 3 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 3.</p>	<p>NYSED Data The aggregate percentage of students in Grade 3 who score proficiently in Math compared to Grade 3 students in CSD #9.</p> <p>All Students in Grade 3</p>	Unable to Assess	
	Academic Goal 2b (iii):			

<p>Academic Goal 22</p>	<p>Math Aggregate Grade Level Proficiency for Grade 4</p> <p>The percent of HTCS 4th Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 4 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 4.</p>	<p>NYSED Data The aggregate percentage of students in Grade 4 who score proficiently in Math compared to Grade 4 students in CSD #9.</p> <p>All Students in Grade 4</p>	<p>Unable to Assess</p>	
<p>Academic Goal 23</p>	<p>Academic Goal 2b (iii): Math Aggregate Grade Level Proficiency for Grade 5</p> <p>The percent of HTCS 5th Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 5 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at</p>	<p>NYSED Data The aggregate percentage of students in Grade 5 who score proficiently in Math compared to Grade 5 students in CSD #9.</p> <p>All Students in Grade 5</p>	<p>Unable to Assess</p>	

	Grade 5.			
Academic Goal 24	<p>Academic Goal 2b (iii): Math Aggregate Grade Level Proficiency for Grade 6</p> <p>The percent of HTCS 6th Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 6 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 6.</p>	<p>NYSED Data The aggregate percentage of students in Grade 6 who score proficiently in Math compared to Grade 6 students in CSD #9.</p> <p>All Students in Grade 6</p>	Unable to Assess	
Academic Goal 25	<p>Academic Goal 2b (iii): Math Aggregate Grade Level Proficiency for Grade 7</p> <p>The percent of HTCS 7th Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 7 students in CSD #9. HTCS will continue to</p>	<p>NYSED Data The aggregate percentage of students in Grade 7 who score proficiently in Math compared to Grade 7 students in CSD #9.</p> <p>All Students in Grade 7</p>	Unable to Assess	

	<p>make every effort to meet or exceed the NYS average proficiency level at Grade 7.</p>			
Academic Goal 26	<p>Academic Goal 2b (iii): Math Aggregate Grade Level Proficiency for Grade 8</p> <p>The percent of HTCS 8th Grade students scoring proficient on the Math assessment will exceed the percentage of Grade 8 students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 8.</p>	<p>NYSED Data The aggregate percentage of students in Grade 8 who score proficiently in Math compared to Grade 8 students in CSD #9.</p> <p>All Students in Grade 8</p>	Unable to Assess	
Academic Goal 27	<p>Academic Goal 2b (iii): Science Aggregate Grade Level Proficiency for Grade 5</p> <p>The percent of HTCS 5th Grade students scoring proficient on the Science assessment will</p>	<p>NYSED Data The aggregate percentage of students in Grade 5 who score proficiently in Science compared</p>	Unable to Assess	

	<p>exceed the percentage of Grade 5 students in CSD #9.</p> <p>HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 5.</p>	<p>to Grade 5 students in CSD #9.</p> <p>All Students in Grade 5</p>		
Academic Goal 28	<p>Academic Goal 2b (iii): Science Aggregate Grade Level Proficiency for Grade 8</p> <p>The percent of HTCS 8th Grade students scoring proficient on the Science assessment will exceed the percentage of Grade 8 students in CSD #9.</p> <p>HTCS will continue to make every effort to meet or exceed the NYS average proficiency level at Grade 8.</p>	<p>NYSED Data The aggregate percentage of students in Grade 8 who score proficiently in Science compared to Grade 8 students in CSD #9.</p> <p>All Students in Grade 8</p>	Unable to Assess	
	<p>Academic Goal 2b (iv): ELA Aggregate Grade Level Proficiency</p>			



<p>Academic Goal 29</p>	<p>for Grade 3 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 3rd Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 3 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 3.</p>	<p>NYSED Data</p> <p>The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 3 who score proficiently in ELA compared to Grade 3 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 3</p>	<p>Unable to Assess</p>	
<p>Academic Goal 30</p>	<p>Academic Goal 2b (iv): ELA Aggregate Grade Level Proficiency for Grade 4 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 4th Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 4 subgroup students in CSD #9. HTCS will</p>	<p>NYSED Data</p> <p>The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 4 who score proficiently in ELA compared to Grade 4 subgroup students in CSD #9.</p> <p>All Subgroups</p>	<p>Unable to Assess</p>	

	<p>continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 4.</p>	<p>in Grade 4</p>		
<p>Academic Goal 31</p>	<p>Academic Goal 2b (iv):            ELA            Aggregate Grade Level Proficiency for            Grade 5 Subgroups            The percent of HTCS SWDs, ELL/MLLs, and EDs in 5th Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 5 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 5.</p>	<p>NYSED Data            The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 5 who score proficiently in ELA compared to Grade 5 subgroup students in CSD #9.             All Subgroups in Grade 5</p>	<p>Unable to Assess</p>	
	<p>Academic Goal 2b (iv):            ELA            Aggregate Grade Level Proficiency for            Grade 6 Subgroups</p>			

<p>Academic Goal 32</p>	<p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 6th Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 6 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 6.</p>	<p>NYSED Data The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 6 who score proficiently in ELA compared to Grade 6 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 6</p>	<p>Unable to Assess</p>	
<p>Academic Goal 33</p>	<p>Academic Goal 2b (iv): ELA Aggregate Grade Level Proficiency for Grade 7 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 7th Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 7 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed</p>	<p>NYSED Data The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 7 who score proficiently in ELA compared to Grade 7 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 7</p>	<p>Unable to Assess</p>	

	<p>the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 7.</p>			
Academic Goal 34	<p>Academic Goal 2b (iv):            ELA            Aggregate Grade Level Proficiency for Grade 8 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 8th Grade scoring proficient on the ELA assessment will exceed the percentage of Grade 8 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 8.</p>	<p>NYSED Data            The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 8 who score proficiently in ELA compared to Grade 8 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 8</p>	Unable to Assess	
	<p>Academic Goal 2b (iv):            Math            Aggregate Grade Level Proficiency for Grade 3 Subgroups</p> <p>The percent of</p>	<p>NYSED Data            The aggregate</p>		

<p>Academic Goal 35</p>	<p>HTCS SWDs, ELL/MLLs, and EDs in 3rd Grade scoring proficient on the Math assessment will exceed the percentage of Grade 3 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs at Grade 3.</p>	<p>percentage of SWDs, ELL/MLLs, and EDs in Grade 3 who score proficiently in Math compared to Grade 3 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 3</p>	<p>Unable to Assess</p>	
<p>Academic Goal 36</p>	<p>Academic Goal 2b (iv): Math Aggregate Grade Level Proficiency for Grade 4 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 4th Grade scoring proficient on the Math assessment will exceed the percentage of Grade 4 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average</p>	<p>NYSED Data</p> <p>The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 4 who score proficiently in Math compared to Grade 4 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 4</p>	<p>Unable to Assess</p>	

	<p>proficiency level of SWDs, ELL/MLLs, and EDs at Grade 4.</p>			
Academic Goal 37	<p>Academic Goal 2b (iv): Math Aggregate Grade Level Proficiency for Grade 5 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 5th Grade scoring proficient on the Math assessment will exceed the percentage of Grade 5 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs at Grade 5.</p>	<p>NYSED Data The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 5 who score proficiently in Math compared to Grade 5 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 5</p>	Unable to Assess	
	<p>Academic Goal 2b (iv): Math Aggregate Grade Level Proficiency for Grade 6 Subgroups</p> <p>The percent of HTCS SWDs,</p>	<p>NYSED Data The aggregate percentage of</p>		

<p>Academic Goal 38</p>	<p>ELL/MLLs, and EDs in 6th Grade scoring proficient on the Math assessment will exceed the percentage of Grade 6 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs at Grade 6.</p>	<p>SWDs, ELL/MLLs, and EDs in Grade 6 who score proficiently in Math compared to Grade 6 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 6</p>	<p>Unable to Assess</p>	
<p>Academic Goal 39</p>	<p>Academic Goal 2b (iv): Math Aggregate Grade Level Proficiency for Grade 7 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 7th Grade scoring proficient on the Math assessment will exceed the percentage of Grade 7 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of</p>	<p>NYSED Data</p> <p>The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 7 who score proficiently in Math compared to Grade 7 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 7</p>	<p>Unable to Assess</p>	

	SWDs, ELL/MLLs, and EDs at Grade 7.			
Academic Goal 40	<p>Academic Goal 2b (iv): Math Aggregate Grade Level Proficiency for Grade 8 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 8th Grade scoring proficient on the Math assessment will exceed the percentage of Grade 8 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs at Grade 8.</p>	<p>NYSED Data The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 8 who score proficiently in Math compared to Grade 8 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 8</p>	Unable to Assess	
	<p>Academic Goal 2b (iv): Science Aggregate Grade Level Proficiency for Grade 5 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs</p>	<p>NYSED Data The aggregate percentage of SWDs, ELL/MLLs,</p>		



<p>Academic Goal 41</p>	<p>in 5th Grade scoring proficient on the Science assessment will exceed the percentage of Grade 5 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade 5.</p>	<p>and EDs in Grade 5 who score proficiently in Science compared to Grade 5 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 5</p>	<p>Unable to Assess</p>	
<p>Academic Goal 42</p>	<p>Academic Goal 2b (iv): Science Aggregate Grade Level Proficiency for Grade 8 Subgroups</p> <p>The percent of HTCS SWDs, ELL/MLLs, and EDs in 8th Grade scoring proficient on the Science assessment will exceed the percentage of Grade 8 subgroup students in CSD #9. HTCS will continue to make every effort to meet or exceed the NYS average proficiency level of SWDs, ELL/MLLs, and EDs in Grade</p>	<p>NYSED Data</p> <p>The aggregate percentage of SWDs, ELL/MLLs, and EDs in Grade 8 who score proficiently in Science compared to Grade 8 subgroup students in CSD #9.</p> <p>All Subgroups in Grade 8</p>	<p>Unable to Assess</p>	

	8.			
Academic Goal 43				
Academic Goal 44				
Academic Goal 45				
Academic Goal 46				
Academic Goal 47				
Academic Goal 48				
Academic Goal 49				
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Academic Goal 59				
Academic Goal 60				
Academic Goal 61				
Academic Goal 62				

**4. ORGANIZATION GOALS**

**For the 2021-2022 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”.**

**2021-2022 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	HTCS will sponsor a minimum of four general parent meetings each year designed to give parents the tools necessary to more fully participate in their children’s education and to familiarize them with	School Calendar Board minutes Principal's Reports	Met	

	the school, as evidenced by parent communications or school flyers.			
Org Goal 2	HTCS will maintain a minimum of two partnerships with local community organizations.	Claremont Community Center; AFC Urgent Care Bronx	Met	
Org Goal 3	HTCS will maintain an annual participation rate of 95 percent on monthly internal Benchmark assessments.	Star 360 or Mock Exams	Unable to Assess	
Org Goal 4	HTCS will show that it is deemed a safe school by reporting concrete evidence from NYS measures (i.e. VADIR incidences, NYS Report Card Data, NYC Survey Data)	2020-21 NYC DOE School Quality Guide and Data.NYSED.gov	Unable to Assess	
Org Goal 5	The number of out of school suspensions will decrease from Quarter 1 (ending October 15) to Quarter 4 (ending June 15th) by 10 percent as documented by suspension data as	Internally compiled by school leadership	Unable to Assess	

	reported in ATS.			
Org Goal 6	Student attendance will continue to be 90 percent at minimum increasing to 93 percent over the life of the charter.	ATS and Infinite Campus attendance reporting for 2021-22	Met	
Org Goal 7	Ninety percent of students grades K through 7 will reenroll at HTCS each year.	Internal enrollment data and ATS from 2021-22	Met	
Org Goal 8	HTCS will maintain a wait list equal to at least 10 percent of school's enrollment over the life of the charter.	Schools internal waitlist; School Application data	Not Met	All students on the Wait List have been enrolled. Numbers are down across NYC due to pandemic issues. Once enrollment is at maximum, we will maintain a Wait List.
Org Goal 9	Teachers will express an overall satisfaction rate between 6 and 7 each year.	NYC DOE School Quality Guide	Unable to Assess	
Org Goal 10	Parents will express an overall satisfaction rate between 6 and 7 each year	NYC DOE School Quality Guide	Unable to Assess	
	Students will express an overall	NYC DOE School		

Org Goal 11	satisfaction rate between 6 and 7 each year	Quality Guide	Unable to Assess	
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**

**2021-2022 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.
	Harriet Tubman	Annual Board		Adjust enrollment expectations to current enrollment trends; Adjust revenue to expenses; Analyze

Financial Goal 1	Charter School will meet its annual budget targets.	approved budget	Not Met	fixed and variable costs for possible reduction in spending; Enact conservative spending models to reduce expenses and cost
Financial Goal 2	HTCS will meet its annual and 5th year budget targets as per its annual approved budget and the 5-year budget plan. (Final annual audit)	Annual Fiscal Audit  5 Year Proposed Budget 2021-2026	Not Met	Adjust enrollment expectations to current enrollment trends; Adjust revenue to expenses; Analyze fixed and variable costs for possible reduction in spending; Enact conservative spending models to reduce expenses and costs
Financial Goal 3	HTCS will maintain adequate internal controls and procedures in accordance with NYS law and GAAP practices. (Clean audit, no material weaknesses or instances of non compliance).	Annual Fiscal Audit	Met	
Financial Goal 4	HTCS will maintain a sound system of financial accounting and reporting in accordance with	Annual Fiscal Audit	Met	

	GAAP. (Clean audit, no material weaknesses or instances of non compliance)			
Financial Goal 5	HTCS will maintain a sound and stable financial condition.	Annual Fiscal Audit and Composite Fiscal Score	Met	

**7. Do have more financial goals to add?**

No

Thank you.

## Entry 4 - Audited Financial Statements

**Completed** Oct 31 2022

**Required of ALL Charter Schools**

**ALL SUNY-authorized charter schools** must upload the financial statements and related documents in PDF format into the SUNY Epicenter system no later than **November 1, 2022**. SUNY CSI will forward to NYSED CSO. **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, 2022**. 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 2022 but will be identified as a required task thereafter and due on November 1, 2022. This is a required task, and it is marked optional for administrative purposes only.**

**[PDF Audit Portfolio for 2021-22 Annual Report](#)**

**Filename:** PDF Audit Portfolio for 2021 22 An IxBGh2F.pdf **Size:** 1.9 MB

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

**Completed** Oct 31 2022

**[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 [2021-2022 Annual Reports](#) webpage. Upload the completed file in Excel format and submit by **November 1, 2022**.

**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.**

### **[HTCS FY22 Audited Financial Report NYSED FINAL](#)**

**Filename:** HTCS FY22 Audited Financial Repor LBJ2XJ1.xlsx **Size:** 93.5 kB

## **Entry 4c - Additional Financial Documents**

**Completed** Oct 31 2022

**Instructions - Regents, NYCDOE and Buffalo BOE authorized schools** must upload financial documents and submit by **November 1, 2022**. 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. CSP Agreed-Upon Procedure Report
4. Evidence of Required Escrow Account for each school<sup>[1]</sup>
5. Corrective Action Plan for Audit Findings and Management Letter Recommendations

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<sup>[1]</sup> 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.**

### **[HTCS - Representation Letter FY 2022 - Signed](#)**

**Filename:** HTCS Representation Letter FY 2 AjxaLnW.docx **Size:** 466.1 kB

### **[HTCS - Service Agreement FY 2022 - Signed\[19078\]](#)**

**Filename:** HTCS Service Agreement FY 2022 eR9qegW.pdf **Size:** 1.2 MB

### **[HTCS 2022 Annual Financial Statement Audit Report](#)**

**Filename:** HTCS 2022 Annual Financial Statem 4zU70i6.xlsx **Size:** 93.4 kB

### **[ESCROW ACCT 1641 JUNE 2022](#)**

**Filename:** ESCROW ACCT 1641 JUNE 2022.docx **Size:** 206.4 kB

### **[SAS 99 Fraud Inquiry](#)**

Filename: SAS 99 Fraud Inquiry.docx Size: 67.2 kB

**[CSBM PII Agreement with Harriet Tubman Charter School 7\\_1\\_2022-6\\_30\\_2023 \(6\)](#)**

Filename: CSBM PII Agreement with Harriet Tu MB644DE.pdf Size: 1.2 MB

**[HTCS Audit Engagement Letter 05 24 22 Signed](#)**

Filename: HTCS Audit Engagement Letter 05 24 pJokW2O.pdf Size: 8.0 MB

**[Harret Tubman Charter School - SOW FY 2022 Signed 05 24 22](#)**

Filename: Harret Tubman Charter School SOW jT7Emv7.pdf Size: 1.2 MB

**[Letter re CSP Report 2022 for Annual Report](#)**

Filename: Letter re CSP Report 2022 for Ann c7Y9aWI.docx Size: 453.7 kB

## Entry 4d - Financial Services Contact Information

Completed Oct 31 2022

Regents, NYCDOE, and Buffalo BOE authorized schools should enter financial contact information directly into the form within the portal by **November 1, 2022**.

## Form for "Financial Services Contact Information"

### 1. School Based Fiscal Contact Information

	School Based Fiscal Contact Name	School Based Fiscal Contact Email	School Based Fiscal Contact Phone
	Michael Taylor	<a href="mailto:Michael.Taylor@htcsbro nx.org">Michael.Taylor@htcsbro nx.org</a>	718-537-9912

### 2. Audit Firm Contact Information

	School Audit Contact Name	School Audit Contact Email	School Audit Contact Phone	Years Working With This Audit Firm
	Marc Taub			4

**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
	Charter School Business Management	Leslie Roper Thomas	237 West 35th St. Suite 301 New York, NY 10001			6

## Entry 5 - Fiscal Year 2022-2023 Budget

**Completed** Oct 29 2022

**SUNY-authorized charter schools** should download the [2022-23 Budget and Quarterly Report Template and the 2022-23 Budget Narrative Questionnaire](#) from the SUNY website and upload the completed template into Epicenter. SUNY CSI will forward to NYSED CSO. **Due November 1, 2022.**

**Regents, NYCDOE, and Buffalo BOE authorized charter schools** should upload a copy of the school's FY22 Budget using the [2022-2023 Budget Template](#) in the portal or from the Annual Report website. **Due November 1, 2022.**

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.**

### [HTCS FY 22-23 Budget FINAL APPROVED](#)

**Filename:** HTCS FY 22 23 Budget FINAL APPROVED.xlsx **Size:** 335.1 kB

## Entry 6 - Board of Trustees Disclosure of Financial Interest Form

**Completed** Sep 30 2022

Due on August 1, 2022, 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 2021-2022 school year must complete and sign a [Trustee Disclosure of Financial Interest Form](#). 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 completing the form for trustees who left the board**

**during the reporting year.**

Forms completed from past years will not be accepted. **Only the latest version of the form** (updated in April, 2022) is acceptable.).

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 Disclosure of Financial Interest Form, trustees must disclose information relevant to any of the schools served by the governing education corporation.

### **[2021-22 B](#)**

**Filename:** 2021 22 B. Nowell Financial Disclo 1I23ILC.pdf **Size:** 249.3 kB

### **[2021-22 C](#)**

**Filename:** 2021 22 C. Tilson Financial Disclo QRWAIqL.pdf **Size:** 235.5 kB

### **[2021-22 M](#)**

**Filename:** 2021 22 M. McGee Financial Disclosure Form.pdf **Size:** 232.4 kB

### **[2021-22-KW Murray Financial Disclosure Form](#)**

**Filename:** 2021 22 KW Murray Financial Disclo eUZvA4F.pdf **Size:** 268.8 kB

### **[2021-22 R](#)**

**Filename:** 2021 22 R. Allen Financial Disclosure Form.pdf **Size:** 240.0 kB

### **[2021-22 M](#)**

**Filename:** 2021 22 M. Dunbar Financial Disclo E8xN025.pdf **Size:** 225.1 kB

### **[2021-22 J](#)**

**Filename:** 2021 22 J. DeWese Financial Disclo OqBnFJo.pdf **Size:** 249.0 kB

### **[2021-22 G](#)**

**Filename:** 2021 22 G. Hunter Financial Disclo F3IeAfI.pdf **Size:** 239.0 kB

### **[2021-22-T](#)**

**Filename:** 2021 22 T. Johnson financial discl JmBclz6.pdf **Size:** 283.3 kB

## **Entry 7 BOT Membership Table**

**Completed** Sep 30 2022

## **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.

### HARRIET TUBMAN CHARTER SCHOOL 800000046300

#### Authorizer:

Who is the authorizer of your charter school?

Board of Regents

#### 1. 2021-2022 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 Terms Served	Start Date of Current Term (MM/DD/YYYY)	End Date of Current Term (MM/DD/YYYY)	Board Meetings Attended During 2021-2022
			Chair of Personnel Committee; Ex-Officio member of Executive,					

1	Jerima Dewese		Chair	Governance, Education, Finance and Audit, Grievance, Facilities, Marketing and Fundraising	Yes	8	11/03/2021	11/10/2026	12
2	Geraldine Hunter		Vice Chair	Governance, Executive, Education, Grievance, Finance/Audit	Yes	5	11/10/2020	11/08/2022	11
3	Barbara Nowell		Secretary	Governance, Executive, Education, Personnel, Grievance	Yes	9	11/03/2021	11/07/2023	10
4	Mildred McGee		Trustee/Member	Education, Facilities	Yes	9	11/03/2021	11/07/2023	12
				Executive, Education,					

5	Rey Allen		Trustee/Member	Facilities , Fundraising/Marketing, Grievance	Yes	5	11/10/2020	11/08/2022	12
6	Marlon Dunbar		Trustee/Member	Finance and Audit. Fundraising and Marketing	Yes	5	11/10/2020	11/08/2022	5 or less
7	Kinanda Williams Murray		Trustee/Member	Finance and Audit, Personnel	Yes	1	11/10/2020	11/08/2022	10
8	Christa Tilson		Trustee/Member	Education. Grievance, Finance and Audit	Yes	1	04/01/2022	11/05/2024	5 or less
9	Timothy Johnson		Parent Rep	Parent Association	No	2	05/07/2019	11/08/2022	6

**1a. Are there more than 9 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, 2022	9
b.Total Number of Members Added During 2021-2022	1
c. Total Number of Members who Departed during 2021-2022	1
d.Total Number of members, as set in Bylaws, Resolution or Minutes	7-9

### 3. Number of Board meetings held during 2021-2022

12

### 4. Number of Board meetings scheduled for 2022-2023

12

### Total number of Voting Members on June 30, 2022:

8

### Total number of Voting Members added during the 2021-2022 school year:

1



**Total number of Voting Members who departed during the 2021-2022 school year:**

1

**Total Maximum Number of Voting members in 2021-2022, as set by the board in bylaws, resolution, or minutes:**

9

**Total number of Non-Voting Members on June 30, 2022:**

1

**Total number of Non-Voting Members added during the 2021-2022 school year:**

0

**Total number of Non-Voting Members who departed during the 2021-2022 school year:**

0

**Total Maximum Number of Non-Voting members in 2021-2022, as set by the board in bylaws, resolution or minutes:**

1

Thank you.

## Entry 8 Board Meeting Minutes

Completed Sep 30 2022

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

Schools must upload a complete set of monthly board meeting minutes (July 2021-June 2022), which should match the number of meetings held during the 2021-2022 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, 2022**.

### **[HTCSBoardMinutes 2021-07-07 FINAL](#)**

**Filename:** HTCSBoardMinutes 2021 07 07 FINAL.pdf **Size:** 156.1 kB

### **[HTCSBoardMinutes 2021-08-03](#)**

**Filename:** HTCSBoardMinutes 2021 08 03.pdf **Size:** 137.2 kB

### **[HTCSBoardMinutes 2021-09-14](#)**

**Filename:** HTCSBoardMinutes 2021 09 14.pdf **Size:** 148.4 kB

### **[HTCSBoardMinutes 2021-10-5](#)**

**Filename:** HTCSBoardMinutes 2021 10 5.pdf **Size:** 188.5 kB

### **[HTCSBoardMinutes 2021-11-09](#)**

**Filename:** HTCSBoardMinutes 2021 11 09.pdf **Size:** 197.3 kB

### **[HTCSBoardMinutes 2021-12-07](#)**

**Filename:** HTCSBoardMinutes 2021 12 07.pdf **Size:** 145.4 kB

### **[HTCSBoardMinutes2022-01-11](#)**

**Filename:** HTCSBoardMinutes2022 01 11.pdf **Size:** 145.1 kB

### **[HTCSBoardMinutes 2022-02-08](#)**

**Filename:** HTCSBoardMinutes 2022 02 08.pdf **Size:** 127.8 kB

### **[HTCS Board Minutes 2022-03-01](#)**

Filename: HTCS Board Minutes 2022 03 01.pdf Size: 267.8 kB

**[HTCSBoardMinutes 2022-04-05-2](#)**

Filename: HTCSBoardMinutes 2022 04 05 2.pdf Size: 195.4 kB

**[HTCSBoardMinutes 2022-05-03 FINAL-2](#)**

Filename: HTCSBoardMinutes 2022 05 03 FINAL 2.pdf Size: 205.9 kB

**[HTCSBoardMinutes 2022-06-07FINAL](#)**

Filename: HTCSBoardMinutes 2022 06 07FINAL.pdf Size: 312.8 kB

## Entry 9 Enrollment & Retention

Completed Sep 30 2022

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

#### Required of ALL Charter Schools

Describe the good faith efforts the charter school has made in 2021-2022 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 2022-2023.

## Entry 9 Enrollment and Retention of Special Populations

### Recruitment/Attraction Efforts Toward Meeting Targets

	Describe Recruitment Efforts in 2021-2022	Describe Recruitment Plans in 2022-2023
Economically Disadvantaged	This is not an area of deficiency for HTCS since the overwhelming majority of our students fall under the ED classification.	Same as 2021-2022 with updates when academic and other data is received
	<ol style="list-style-type: none"> <li>Hired a marketing firm to improve our print/social media, advertising, and outreach strategies to the larger Bronx community</li> <li>Established connections to</li> </ol>	

<p>English Language Learners</p>	<p>Community Boards and local community partners by attending meetings and presenting improved brochures and materials about HTCS for potential recruitment of students. We have reached out to Community Boards 3 and 4 in this effort.</p> <p>3. Highlighted the academic success and retention rates of all students with a focus on the success of ELL students compared to CSD 9 and similar NYS schools.</p> <p>4. Purchased new and improved marquee signs to highlight the enrollment period and the lottery.</p> <p>5. Improved software platform to improve the tracking and completion of applications and registration.</p> <p>6. Emphasized the support systems in parent interviews from our FASSTeam, Social Worker, Guidance Counselor, Sped Coordinator, and Parent Coordinator to students and families.</p> <p>7. Continued the weighted process of adding one extra ticket for every ELL student in the lottery drawing.</p> <p>8. Highlighted positive feedback from parent/student satisfaction surveys and school safety data in meetings and interviews with parents.</p>	<p>Same as 2021-2022 with updates when academic and other data is received</p>
	<p>1. Hired a marketing firm to improve our print/social media, advertising, and outreach strategies to the larger Bronx community</p> <p>2. Established connections to</p>	

Students with Disabilities	<p>Community Boards and local community partners by attending meetings and presenting improved brochures and materials about HTCS for potential recruitment of students. We have reached out to Community Boards 3 and 4 in this effort.</p> <p>3. Highlighted the academic success of all students with a focus on the success of SWD students compared to CSD 9 and similar NYS schools.</p> <p>4. Purchased new and improved marquee signs to highlight the enrollment period and the lottery.</p> <p>5. Improved software platform to improve the tracking and completion of applications and registration.</p> <p>6. Emphasized the support systems in parent interviews from our FASSTeam, Social Worker, Guidance Counselor, Sped Coordinator, and Parent Coordinator for students and families.</p> <p>7. Continued the weighted process of adding one extra ticket for every SWD student in the lottery drawing.</p> <p>8. Highlighted positive feedback from parent/student satisfaction surveys and school safety data in meetings and interviews with parents.</p>	Same as 2021-2022 with updates when academic and other data is received
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**Retention Efforts Toward Meeting Targets**

	Describe Retention Efforts in 2021-2022	Describe Retention Plans in 2022-2023

Economically Disadvantaged	<p>We lost many students due to the overall impact of COVID, as well as more charter school options in our immediate area, particularly at the Kindergarten and Grade 1 level. When we lost students, we typically found it was not dissatisfaction with HTCS. Rather it was families moving due to eviction, returning to the home country, or family issues and needs. We used the same strategies listed above to bring families back to HTCS.</p>	Same as 2021-2022 with updates when academic and other data is received
English Language Learners	<p>We are happy to report that the strategies listed in the recruitment section yielded a positive increase in ELL students (132 out of 583, which equals 22%). We inevitably lost students due to the overall impact of COVID and more charter school options in our immediate area, particularly at the Kindergarten and Grade 1 levels. When we lost students, we typically found it was not dissatisfaction with HTCS. Rather it was families moving due to eviction, housing affordability/availability, return to the home country, or family issues and logistical needs. The strategies listed in the previous section have brought more ELL students back to HTCS.</p>	Same as 2021-2022 with updates when academic and other data is received
	<p>We are pleased to report that the strategies outlined in the previous section yielded positive results. Our enrollment numbers indicate that 13.4% of SWD students (78 out of 583) are enrolled for the 2022-23 school year. The SWD population has</p>	

<p>Students with Disabilities</p>	<p>been our highest area of vulnerability. Remote learning, attendance, and loss of Sped teachers added new challenges. The overall impact of COVID and more options in CSD 9 drew students back to their home schools. When we lost students, we typically found it was not dissatisfaction with HTCS. Rather it was support services, families moving due to eviction, affordability of housing, or family issues and logistical needs that challenged our efforts. We will continue using the same strategies listed in the previous section to bring more SWD students to HTCS.</p>	<p>Same as 2021-2022 with updates when academic and other data is received</p>
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## **Entry 10 - Teacher and Administrator Attrition**

**Completed** Sep 30 2022

### **Form for "Entry 10 - Teacher and Administrator Attrition" Revised to Employee Fingerprint Requirements Attestation**

## ***A. TEACH System - Employee Clearance***

Charter schools must ensure that all prospective employees<sup>[1]</sup> 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.

<sup>[1]</sup> 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/employee\\_fingerprintoct19.pdf](http://www.nysed.gov/common/nysed/files/programs/charter-schools/employee_fingerprintoct19.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** Sep 30 2022

### **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

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, 2022)	5
ii. FTE count of uncertified teachers who are tenured or tenure track college faculty (as of June 30, 2022)	0
iii. FTE count of uncertified teachers with two years of Teach for America experience (as of June 30, 2022)	0
iv. FTE count of uncertified teachers with exceptional business, professional, artistic, athletic, or military experience (as June 30, 2022)	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	
ii. Science	2
iii. Computer Science	
iv. Technology	
v. Career and Technical Education	0
<b>Total Category B: not to exceed 5</b>	<b>2.0</b>

**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, 2022)	
ii. FTE count of uncertified teachers who are tenured or tenure track college faculty (as of June 30, 2022)	
iii. FTE count of uncertified teachers with two years of Teach for America experience (as of June 30, 2022)	
iv. FTE count of uncertified teachers with exceptional business, professional, artistic, athletic, or military experience (as June 30, 2022)	
<b>Total Category C: not to exceed 5</b>	<b>0</b>

## 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	7

## 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	0

## CATEGORY E: TOTAL FTE COUNT OF CERTIFIED TEACHERS

	FTE Count
Total Category E	31

## CATEGORY F: TOTAL FTE COUNT OF ALL TEACHERS

Please do not include paraprofessionals, such as teacher aides.

	FTE Count
Total Category F	38

**Thank you.**



## Entry 12 Organization Chart

**Completed** Sep 30 2022

## Instructions

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

Upload the 2021-2022 **Organization Chart**. The organization chart should include position titles and reporting relationships. Employee names should **not** appear on the chart.

### **Organization Chart 31576524-htcs-organization-flow-chart-**

**Filename:** Organization Chart 31576524 htcs o IvzdIfz.pdf **Size:** 214.1 kB

## Entry 13 School Calendar

**Completed** Sep 30 2022

### [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, 2022 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, 2022**.

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. See an example of a calendar showing the requested information. Schools are encouraged to use a calendar template 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.**

### **HTCS-SchoolCalendar-2022-23**

**Filename:** HTCS SchoolCalendar 2022 23.pdf **Size:** 220.5 kB

## Entry 14 Links to Critical Documents on School Website

**Completed** Sep 30 2022

### 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., Repost when financials have been submitted in November.)

## **Form for Entry 14 Links to Critical Documents on School Website**

**School Name: Harriet Tubman 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:**

	Link to Documents
1. Current Annual Report (i.e., 2021-2022 Annual Report)	<a href="https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d">https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d</a>
2. Board meeting notices, agendas and documents	<a href="https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d">https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d</a>
3. New York State School Report Card	<a href="https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d">https://htcsbronx.org/apps/pages/index.jsp?uREC_ID=264185&amp;type=d</a>
4. Authorizer-approved DASA Policy and NYSED-Approved School Discipline Policy (For Regents, NYCDOE, and Buffalo BOE-Authorized Charter Schools ONLY)	<a href="https://www.htcsbronx.org/HTCS%20DASA%20Policy.pdf">https://www.htcsbronx.org/HTCS%20DASA%20Policy.pdf</a>
5. District-wide safety plan, not a building level safety plan (as per the September 2021 Emergency Response Plan Memo	<a href="https://www.htcsbronx.org/HTCS%20Safety%20Plan-DISTRICT%202020.pdf">https://www.htcsbronx.org/HTCS%20Safety%20Plan-DISTRICT%202020.pdf</a>
6. Authorizer-approved FOIL Policy	<a href="https://www.htcsbronx.org/HTCS%20FOIL%20Policy.pdf">https://www.htcsbronx.org/HTCS%20FOIL%20Policy.pdf</a>
7. Subject matter list of FOIL records. (Example: See NYSED Subject Matter List)	<a href="https://www.htcsbronx.org/HTCS%20FOIL%20Records%20List_%20docx.pdf">https://www.htcsbronx.org/HTCS%20FOIL%20Records%20List_%20docx.pdf</a>

**Thank you.**





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Tel: 212-576-1400  
Fax: 212-576-1414  
www.bdo.com

600 Third Avenue, 3rd Floor  
New York, NY 10016

August 25, 2022

Ms. Jerima DeWese, Chair, Board of Trustees  
Harriet Tubman Charter School  
3565 3<sup>rd</sup> Avenue  
Bronx, NY 10456

**Re: Agreement for Professional Services**

Dear Ms. DeWese:

Thank you for selecting BDO USA, LLP. We appreciate the opportunity to provide exceptional professional services to Harriet Tubman Charter School ("Client" or "you"). Your services will be provided by BDO USA, LLP and any of our wholly owned subsidiaries or affiliates (collectively "BDO" or "we") who execute a Statement of Work agreeing to be bound to the Terms and Conditions (as defined below).

The attached Terms and Conditions of the Services Agreement ("Terms and Conditions") sets forth the standard terms and conditions that will govern our provision of professional services to you. For each new engagement or additional service that BDO performs for you, BDO and Client shall agree upon a description of such services and engagement-specific terms in a Statement of Work (each a "SOW"). This letter, along with the Terms and Conditions shall constitute the agreement for professional services ("Services Agreement" or "Agreement") between BDO and Client. This Agreement shall be effective for a period of three (3) years beginning on the date of this letter (the "Effective Date"). Work not set forth in a specific SOW form will (i) be governed by the Services Agreement, (ii) be billed at our standard rates, or rates otherwise agreed to, and (iii) include charges for related expenses.

Please acknowledge your acceptance of the foregoing by signing and returning a copy of this Agreement to Marc Taub.

If you have any questions, please contact Marc Taub. We look forward to working with you.

Very truly yours,

DS  
By:   
Name: Marc Taub  
Title: Partner

8/25/2022

**BDO USA, LLP**  
**Terms & Conditions of the Services Agreement**

1. **General.** The Services Agreement will apply to all services BDO performs at Client's request and pursuant to the Client's directions (the "Services") even if such Services are not expressly covered by a SOW. To the extent there is any conflict or inconsistency between the Services Agreement and any SOW and, unless the parties specifically state in writing that they intend to modify a term of this Services Agreement, the terms of the Services Agreement shall prevail.

2. **Termination.** Each party shall have the right to terminate this Services Agreement and/or any SOW, as applicable, at any time by giving written notice to the other party not less than 30 business days before the proposed effective date of termination. If this Services Agreement terminates or is terminated while one or more SOWs (or Services not covered by a SOW) remain outstanding, the terms of this Services Agreement shall continue to apply to the SOW and any other outstanding Services, and the Services Agreement shall be deemed finally terminated only upon termination of all outstanding SOWs, or completion of the Services thereunder. Termination of one or more SOWs will not automatically terminate this Services Agreement. In addition, BDO may terminate this Services Agreement and/or any SOW and outstanding Services immediately if BDO reasonably determines that it must do so to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). Those provisions in this Services Agreement and any SOW hereunder that, by their very nature, are intended to survive termination shall survive after the termination of the Services Agreement or any SOW, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, limitations on use or reliance, and non-solicitation.

If this Services Agreement and/or any SOW is terminated (or any other Services not covered

by a SOW are terminated), Client agrees to compensate BDO for the Services performed and expenses incurred through the effective date of termination. To the extent Client terminates any SOW that includes any licensing arrangements under which Client receives from BDO a license to use, or obtain access to, External Computing Options (as defined below), Client agrees that it will be responsible for all fees and expenses associated with such licenses for External Computing Options through and including the date that is thirty days after date the Client provides such termination notice to BDO.

3. **Indemnification and Limitation of Liability.** As the Services are intended for Client and not third parties, Client agrees to release, indemnify and hold harmless BDO and its partners, principals, employees, affiliates, contractors and agents (collectively "BDO Group") from and against all claims, liabilities, damages or expenses (including attorneys' fees) of any kind relating to the Services or this Agreement, whether arising in contract, statute, tort (including without limitation, negligence) or otherwise (collectively, the "Claims") that are brought by a third party. Client further agrees to release, indemnify and hold harmless BDO Group from all Claims relating to the Services or this Agreement attributable to any misrepresentations made by Client. Except to the extent finally determined to have resulted from BDO Group's fraud or intentional misconduct, BDO Group's aggregate liability to Client for all direct or third-party Claims shall not exceed the amount of fees paid by Client to BDO during the 12 months preceding the date of the Claim pursuant to the applicable SOW or such other work performed outside a SOW, under which the Claim arose. In no event shall BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages, loss of profits or losses resulting from loss of data, business or goodwill relating to the Agreement, regardless of whether BDO has been advised of the possibility of such damages. Client shall bring any Claims

related to the Services or otherwise related to this Agreement no later than one year after (i) the completion of the Services set forth in SOW under which the Claims arose or (ii) if the applicable SOW or this Agreement was terminated prior to completion of the Services, the date the applicable SOW or this Agreement was terminated. In no event shall the preceding sentence extend any otherwise legally applicable period of limitations on such Claims.

4. **Third-Parties and Use.** All Services and deliverables hereunder shall be solely for Client's use and benefit pursuant to our client relationship. This engagement does not create privity between BDO and any person or party other than Client, and is not intended for the express or implied benefit of any third party. No third party is entitled to rely, in any manner or for any purpose, on the Services or deliverables of BDO hereunder.

5. **BDO Responsibilities.** BDO's Services will not constitute an audit, review, compilation, examination or other form of attest engagement. BDO shall have no responsibility to address any legal matters or questions of law. After completion of the Services, BDO will have no responsibility to update its advice, recommendations or work product for changes or modifications to the law and regulations or for subsequent events or transactions, unless Client separately engages BDO in writing to do so.

6. **Client Responsibilities.** For BDO to remain independent, professional standards require BDO to maintain certain respective roles and relationships with Client regarding the Services. Client understands and agrees that BDO will not perform management functions or make management decisions on behalf of Client. However, BDO will provide advice and recommendations to assist management of Client in performing its functions and fulfilling its responsibilities. In connection with BDO's provision of Services, Client agrees that Client shall perform the following functions: (a) make all management decisions and perform all management functions with respect to the Services performed by BDO; (b) assign an individual

who possesses suitable skill, knowledge and experience to oversee such Services and to evaluate the adequacy and results of such Services; and (c) accept responsibility for the results of such Services.

Because professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Client in the performance of our Services, any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, BDO requests that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

7. **Client Materials.** BDO shall be entitled to rely on and assume, without independent verification, that all representations, assumptions, information and data supplied by or on behalf of Client, its personnel, representatives, and agents (the "Client Materials") are complete and accurate. Client is responsible for ensuring that all Client Materials provided to BDO may be transferred to BDO and processed in accordance with the terms of this Agreement and applicable laws, and that to the extent required thereunder Client has obtained all consents required for BDO's receipt and use of the Client Materials. Client agrees that it will not transmit or make accessible to BDO in any manner personally identifiable information unless reasonably required for BDO's performance of the Services. BDO will not audit or otherwise verify the accuracy or completeness of the data you submit, although we may need to ask you for clarification of some of the information. Client shall be responsible for maintenance and retention of its records. Unless otherwise agreed to by the parties, BDO shall not assume any responsibility for any financial reporting with respect to the Services.

8. **Ownership of Working Papers.** In connection with the performance of the Services, we will prepare records and deliverables as set forth in the SOW. We also will prepare documents that support our work and include items such as work programs and

analyses that do not constitute part of Client's records ("Working Papers"). The Working Papers prepared pursuant to this Agreement are the property of BDO. The Working Papers constitute confidential, proprietary, and trade secret information, and will be retained by BDO in accordance with our policies and procedures and all applicable laws.

**9. Consent for Disclosure.** If BDO is engaged in the preparation of tax returns, Internal Revenue Code Sections 6713 and 7216 require BDO to obtain your consent in order to disclose or use information that you furnish to us in connection with the preparation of your return(s) (including Client's name and contact information) and for the purpose of providing you with materials and information, including newsletters or other business-related items of interest, news about BDO, and invitations to BDO-sponsored events. Client hereby consents to BDO's use of Client's information as set forth above. Client consent is also required where, e.g., BDO may seek to disclose Client's tax return information to other parties who are involved in providing the Services hereunder. By signing this agreement, Client consents to BDO's disclosure and use of any information provided by Client in connection with the preparation of Client's current and prior-year tax return(s) pursuant to this Agreement and for the purposes set forth above. Such consent shall be effective during the term of this Agreement unless a more limited disclosure is requested.

**10. Fees and Expenses.** The fees and expenses under this Agreement shall be set forth in the applicable SOW. If no SOW is in place, fees will be at our standard rates, or rates otherwise agreed to, and related expenses will be charged to Client. BDO may charge additional fees if Client requests that BDO perform services in addition to the Services described in any SOW. The amount of our fees is based upon the expectation that certain information and assistance will be received by BDO in a timely manner from Client as set forth in this Agreement. If BDO believes an additional fee is required as the result of the failure of Client to meet any of these requests for information or for any other

reason, BDO will inform you in a timely manner.

Unless otherwise agreed to in a SOW, our standard practice is to render our invoices on a monthly basis. Payment of our invoices is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, we then reserve the right to suspend our Services, terminate the licensing arrangements under which you receive a license to use, or suspend your access to, External Computing Options provided through BDO, withhold delivery of any deliverables, or withdraw from this engagement entirely. If any collection action is required, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

**11. Assignment and Sole Recourse.** In performing the Services hereunder, BDO may assign its rights to perform a portion of the Services to, and may engage the service of independent contractors, including independent BDO Alliance USA members (a nationwide association of independently-owned local and regional accounting, consulting and service firms), members of the international BDO network of independent member firms ("Member Firms") or affiliates of BDO (each, a "Subcontractor") without Client's prior consent. If such Subcontractor is utilized or assignment is made, Client agrees that, unless Client contracts directly with Subcontractor, all of the applicable terms and conditions set forth in the Agreement, shall apply to Subcontractor. BDO agrees that it shall not permit Subcontractor to perform any work relating to the Services until Subcontractor agrees to be bound by the applicable terms and conditions of the Agreement. BDO further agrees that it will remain primarily responsible for the Services, unless Client and BDO agree otherwise, and BDO will supervise the work of Subcontractor to ensure that the work performed relating to the Services is in accordance with this Agreement. From time to time, and

depending on the circumstances, Subcontractors located in other countries may participate in the Services, and, in some cases, BDO may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of Client's home country, BDO requires Subcontractors to agree to maintain the confidentiality of Client's information and observe BDO's policies concerning any confidential client information that BDO provides to Subcontractors. You agree that you shall bring no Claims against any Member Firm that is a Subcontractor in any way arising from, in respect of or in connection with the Services or this Agreement, except to the extent finally judicially determined to have resulted from the fraud or intentional misconduct of such Member Firm. A Member Firm that is a Subcontractor may enforce any limitations or exclusions of liability available to BDO under this Agreement.

Without our prior written consent, Client may not assign this Agreement except to a party that acquires substantially all of your assets and operations.

**12. Dispute Resolution.** Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud or claims based in whole or in part on any other common-law, statutory, regulatory, legal or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to

be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflict of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

13. **Conflicts of Interest.** BDO is not aware of any conflicts of interest with respect to any of the names Client has provided. BDO is not responsible for continuously monitoring other potential conflicts that could arise during the course of the engagement, although we will inform Client promptly should any come to our attention. We reserve the right to resign from this engagement at any time if conflicts of interest arise or become known to us. Additionally, our engagement by Client will in no way preclude us from being engaged by any other party in the future. Notwithstanding anything contained in confidentiality provisions set forth herein, BDO shall be permitted to disclose that it is engaged to provide the Services to Client under this Agreement if BDO in its reasonable professional judgment determines that such disclosure is required in connection with BDO's provision of services on behalf of other clients of BDO, including, without limitation, professional services engagements under which BDO personnel act as professionals in legal proceedings that require disclosures, arbitrators in post-acquisition disputes or act as expert witnesses.

14. **Power and Authority.** Each of the parties hereto has all requisite power and authority to execute and deliver this Agreement and to carry out and perform its respective obligations hereunder. This Agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

15. **Subpoenas.** If Client requests BDO to object to or respond to, or BDO receives and responds to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request for, or legal process 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 with Client, you agree to compensate us for all time BDO expends in connection with such response, at our standard rates, and to reimburse BDO for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

16. **Email Communications.** BDO disclaims and waives, and the Client releases BDO from all liability for the interception or unintentional disclosure of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted or received by BDO in connection with the performance of the Services.

17. **External Computing Options.** If, at the Client's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote access, third party software and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the Client acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, BDO Group disclaims, and the Client agrees to release BDO Group from, and indemnify BDO Group for, all liability arising out of or related to the use of such External Computing Options.

18. **Electronic Transmissions.** This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this

Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

19. **Severability.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this Agreement shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of this Agreement shall remain in full force and effect.

20. **Independent Contractor.** BDO is providing the Services to Client as an independent contractor bound by the terms hereof to perform the Services pursuant to the Client's instructions. BDO's obligations to Client are exclusively contractual in nature. This Agreement does not create any agency, employment, partnership, joint venture, trust, or other fiduciary relationship between the parties. Neither BDO nor Client shall have the right to bind the other to any third party or otherwise to act in any way as a representative or agent of the other except as otherwise agreed in writing between the parties.

21. **Confidentiality.** Each of the parties hereto shall treat and keep all the "Confidential Information" as confidential, with at least the same degree of care as it accords to its own confidential information, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, agents or its legal or other advisors, provided that they have: (i) each been informed of the confidential, proprietary and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement and (ii) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or has commercial value in the party's business and is obtained by one party

(the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena or court order; or (e) independently developed by the Receiving Party. If BDO is providing tax services for the Client, in no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If BDO is providing services for a Client that involves government contracting, BDO shall be permitted to disclose to any government or regulatory agency requesting such information the name of the BDO Client and any related information requested by such government or regulatory agency. If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement), to the extent legally permissible, provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for: (y) copies retained in work paper files retained to comply with a party's professional or legal obligations; and (z) such Confidential Information retained in accordance with the Receiving Party's normal data back-up procedures.

22. **Restricted Federal Data.** The parties agree that the Services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Data. Client shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If Client becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by Client or otherwise in connection with the Services, Client will immediately notify BDO in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO expressly agrees in writing. Client will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that Client has disclosed to BDO notwithstanding the foregoing. Client further agrees that it will be responsible for all fees, costs and expenses associated with processing of Restricted Data, including without limitation additional fees, costs and expenses related to compliance with obligations with respect to such Restricted Data.

23. **Intellectual Property.** BDO shall retain the right to reuse the ideas, concepts, know-how, and techniques derived from the rendering of the Services so long as it does not require the disclosure of any of Client’s Confidential Information (as defined above). BDO shall be entitled to all protections afforded under State and Federal statutory or common law with respect to any report, computer program (source code and object code) or programming and/or material documentation, manual, chart, specification, formula, database architecture, template, system model, copyright, diagram,

description, screen display, schematic, blueprint drawing, tape, license, listing, invention, record, development frameworks, code libraries, best practices, general knowledge, skills and experience, or other materials preexisting the execution of this Agreement (“BDO Intellectual Property”). Unless otherwise specifically stated in this Agreement, the reproduction, distribution or transfer, by any means or methods, whether direct or indirect, of any of BDO’s or its agents’ Intellectual Property or proprietary information by the Client is strictly prohibited.

24. **Licensing Representation.** To the extent necessary for BDO to perform its obligations described in an applicable SOW, Client represents and warrants that it will obtain, maintain and comply with all of the licenses, consents, permits, approvals and authorizations that are necessary to allow BDO and its employees, contractors and subcontractors to access and use the services or software provided for the benefit of Client under Client’s third-party services contracts, licenses or other contracts granting Client the right to access, use or receive services or software (each a “Licensing Representation”). Upon BDO’s request, Client will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). Client hereby releases BDO Group from all claims and liabilities resulting from (i) BDO’s reliance on a Licensing Representation and (ii) the functionality of any third-party software or services used or accessed by BDO.

25. **Non-CPA Owner Notice Requirement.** BDO is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Therefore, depending on the nature of the Services being provided, non-CPA owners may be involved in providing certain Services hereunder.

26. **Entire Agreement.** This Agreement sets forth the entire agreement between the



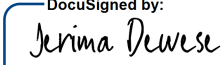
parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by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

[Signature Page to Follow]

By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement, and is enforceable against the Client in accordance with its terms and conditions.

Accepted and Agreed to by:

**HARRIET TUBMAN CHARTER SCHOOL**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Jerima DeWese  
Title: Chair, Board of Trustees

9/12/2022

(Please sign and return to us one copy; retain a copy for your files)

**CONSUMER DISCLOSURE** From time to time, BDO USA, LLP (“BDO,” we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the ‘I agree’ button at the bottom of this document. Getting paper copies At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below. Withdrawing your consent If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below. Consequences of changing your mind If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign ‘Withdraw Consent’ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us. All notices and disclosures will be sent to you electronically Unless you tell us otherwise in accordance with the procedures described herein, you agree that we may provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you, including, for example, engagement documentation and/or tax return e-file authorizations. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us. How to contact BDO USA, LLP.: You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically, please contact your BDO representative. To advise BDO USA, LLP. of your new email address To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to your BDO representative, and in the body of such request you must state: your previous e-mail address,

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**System Requirements** The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

**Acknowledging your access and consent to receive and sign documents electronically** To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below. By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BDO USA, LLP as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BDO USA, LLP during the course of my relationship with you, including for example engagement documentation and/or tax return e-file authorizations.

# CSBM PROPOSAL

237 WEST 35<sup>TH</sup> STREET, SUITE 301  
NEW YORK, NY 10001  
888.710.CSBM (2726)

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PREPARED FOR: Ms. Jerima DeWese Bowens  
SUBMITTED TO: Harriet Tubman Charter School  
DATE: July 12, 2022

**CSBM**  
CHARTER SCHOOL  
BUSINESS MANAGEMENT

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# WELCOME

Dear Ms. DeWese Bowens :

Thank you for placing your trust in CSBM. Our priority is to ensure you have all of the financial expertise required to deliver on Harriet Tubman Charter School's mission.

Our team has reviewed last year's Professional Services Agreement along with your current financial operations.

Based on this review, you can find our proposal to support you in the upcoming fiscal year on the following pages.

This proposal explains in detail how we plan to contribute to your long-term success. I look forward to getting your feedback and answering any questions you may have.

We thank you again for this opportunity and look forward to talking more about how we can work together.

Sincerely,

*Karen Daniels*

Karen Daniels

President & COO



# WHAT OUR CLIENTS ARE SAYING

"As a principal, the lion's share of my time needs to be dedicated to being the instructional leader of our school. The CSBM team's efficiency and superior performance allows me to focus on that responsibility knowing that they are **ensuring our financial stability** and helping me to make sound fiscal decisions."

- Harlem Charter School Principal

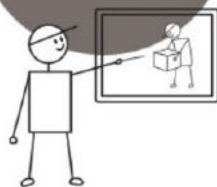
"We appreciate our team's flexibility, especially in making use of whatever space we can afford them to do their work. Also, whenever they interact with our students, they are always **warm and exemplary role models.**"

- Brooklyn Charter School Board Chair

DO IT FOR YOU



TEACH YOU HOW



"With us being a new school we couldn't imagine getting through the first year without the **outstanding support from CSBM.** Thank you again for all your help!"

- Founding Director of Operations

"CSBM has always been there for us. We can **count on their professional expertise** for all financial matters at the school, and more. They are an excellent resource for non-financial matters as well."

- Business Manager

GUIDE YOU THROUGH IT



# UPGRADE YOUR SYSTEMS



## PAYMENT TECHNOLOGY FEATURES

- Automatic bill approval routing
- Automatic sync with accounting software
- ACH or check with one-click payments
- Full voucher/remittance information
- User roles, permissions, and security
- Mobile, online access - anytime, anywhere
- Online access to all cleared checks
- Unlimited online document storage
- Auto Bill Entry (*optional*): hands-free invoice entry

## OUR PACKAGE INCLUDES

- QuickBooks subscription fees
- Payment processing software subscription fees
- Payment processing software user fees
- Payment processing software transaction fees
- Payment processing software set up & maintenance
- Data storage
- 1099 processing & postage

\*prices may vary based on accounting system and number of entities

SAVE TIME. MAKE AUDIT PREPARATION EASIER. WORK MORE EFFICIENTLY.

- Contact us for more information about our payment processing services. -





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# SERVICE OBJECTIVE

In collaboration with the leaders of Harriet Tubman Charter School, CSBM will provide financial services and review over Harriet Tubman Charter School's financial responsibilities, transactions and reports during the upcoming fiscal year. As part of this work, CSBM will develop/review financial reports, recommend optimal financial controls and procedures as well as train school-level staff to manage financial responsibilities and assist Harriet Tubman Charter School with hiring school-level financial staff as needed.

In collaboration with the board of trustees and leadership of Harriet Tubman Charter School, CSBM will prepare and manage the development process and maximize fundraising efforts for the current fiscal year.

**HIGH QUALITY INSTRUCTION**  
**+** **ACCURATE FINANCIALS AND**  
**EFFECTIVE OPERATIONS**

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# STUDENT ACHIEVEMENT



# SERVICE SCOPE

Below is the scope of work proposed to be conducted by CSBM to serve Harriet Tubman Charter School.

## GENERAL FINANCIAL SERVICES

### SENIOR SUPPORT

CSBM	Harriet Tubman Charter School
<p><b>ACCOUNTING</b></p> <ul style="list-style-type: none"> <li>• Review all cash receipts, cash disbursements, revenues, and expenses in the accounting system in accordance with Generally Accepted Accounting Principles (GAAP)</li> <li>• Review and analyze leases, contracts, and other transactions to ensure proper recording</li> <li>• Reconcile monthly bank and credit card statements</li> <li>• Prepare a monthly close schedule to facilitate month-end reporting for both the School and CSBM</li> <li>• Close books on a monthly basis, including a financial transactions review and the closing entries for revenue, expense accruals, and prepaid expense recognition</li> <li>• Review the annual FTE reconciliation and reconcile to books</li> </ul>	<p><b>ACCOUNTING</b></p> <ul style="list-style-type: none"> <li>• Maintain purchase orders, packing slips, credit card receipts, and documentation as outlined in FPPM</li> <li>• Provide and prepare all Per Pupil and SPED billing documentation</li> <li>• Provide all financial related documents, including grants, loans, leases, and all other contracts</li> <li>• Provide read-only access to all bank and credit accounts</li> <li>• Provide receipts and all other supporting documents</li> <li>• Respond in a timely manner to any questions related to closing the books</li> </ul>



**FINANCIAL REPORTING AND BUDGETING**

- Prepare monthly financial reports (Budget vs. Actuals with projections; Cash Flow with projections; Current Year Actuals vs. Prior Year Actuals; Balance Sheet and Statement of Cash Flows)
- All reports will be submitted to the school leadership and/or finance committee and board of Trustees three business days prior to their due date.
- CSBM will attend 8 board meetings (to coincide with the quarterly reports mentioned above). Remaining board meetings will be attended via call or skype.
- Create and recommend edits for the annual budgets and support with budget revisions (multi-year budgets will require a separate proposal based on strategic planning)
- Prepare monthly and annual financial reporting required by the school's authorizer
- Prepare budget templates for submission to the school's authorizer

**FINANCIAL REPORTING AND BUDGETING**

- Provide up-to-date information pertaining to enrollment and revenues and expense expectations
- Provide in a timely fashion documentation pertaining to grants, loans, leases, and all other contracts that may have a financial impact
- Present financial updates to the full board at the remaining board meetings
- Provide timely response to inquiries pertaining to budget preparation
- Submit reports and budget to authorizer as required

**GRANT FINANCIAL MANAGEMENT**

- Track grant expenditures and recognize revenue on an accrual basis
- Assess whether grant restrictions are fulfilled
- Prepare forms for Title funding
- Prepare required reports for restricted and other grants as needed

*(Extensive reports may require additional hours not captured in the cost estimate)*

**GRANT FINANCIAL MANAGEMENT**

- Provide all grant documentation and amendments in a timely fashion
- Provide updates to any amendments to be submitted
- Maintain payroll certifications for all grant-funded staff members

**PROFESSIONAL DEVELOPMENT**

- Provide ongoing support to operations and finance staff on (GAAP), financial reporting, and the processing and recording of transactions in the school's accounting software as needed
- Provide training and support to operations and finance staff as needed to ensure that the school's FPPM is understood and followed





**TITLE APPLICATION SERVICES**

- Provide school leaders with guidance and background on the Title I, II, III, and IV application process and usage of funding as well as related compliance regulations
- In collaboration with the school's leaders, identify applicable salaries and other allowable expenditures
- Draft all required components of the Consolidated Application, including Title I, II, III, and IV (if applicable) narratives, budget narratives, budget forms (FS-10s), supplemental materials, and the Level 1 Addendum, if required
- Work with the school's leadership team to edit and finalize all required components and secure necessary signatures before submission
- Upload all Application components and submit by the deadline of August 31
- Assist with requests for follow up information, as needed
- Submit FS-10A form upon release of final allocations

**TITLE APPLICATION SERVICES**

- Hold annual stakeholder meeting and complete the Consultation/Collaboration Form in advance of submission
- Select and approve grant fund usage for the application
- Provide information to support the Comprehensive Needs Statement and Evaluation narratives
- Provide fund usage costs and service providers
- Review draft and provide feedback on the grant application and budgets
- Sign FS-10 forms, send legible scan to CSBM and mail original to NYSED
- Approve final draft of application for submission
- Provide narrative responses for Level 1 Addendum, if required
- Review and approve grant amendments, updates and reports when appropriate
- Share communications from funder with CSBM
- Comply with all ESSA-related regulations and procedures, such as homeless education policy, foster care transportation, etc.
- Complete Self-Monitoring Assessments and Desk Audits when requested by NYSED

**ESSER**

CSBM	Harriet Tubman Charter School
<p><b>ESSER, ESSER 2, ARP - ESSER 3, ARP - HCY Part II</b></p> <ul style="list-style-type: none"> <li>• Complete FS-10s</li> <li>• Write budget narratives</li> <li>• Review and Edit program narratives to ensure that they are aligned to the budget and directly responsive to the application questions</li> <li>• Complete all sections of the application in the NYSED Business Portal</li> <li>• Upload signed and approved FS-10s and budget narratives</li> <li>• Submit by the application deadline</li> <li>• Assist with requests for follow-up information and revisions, as needed</li> </ul>	<p><b>ESSER, ESSER 2, ARP - ESSER 3, ARP - HCY Part II</b></p> <ul style="list-style-type: none"> <li>• Hold semi-annual stakeholder meetings to review usage of funds and in-person learning plan</li> <li>• Meet with CSBM to identify expenses to be included in the grant budget</li> <li>• Draft required program narratives</li> <li>• Review draft and provide feedback on the grant application and budget</li> <li>• Sign the FS-10, send a legible scan to CSBM to be uploaded, and mail the original FS-10 to NYSED</li> <li>• Approve final draft of the application for submission</li> </ul>



- Provide ongoing support with grants management, including consistent meetings, monitoring usage of funds, and maintaining a grant tracker
- Submit FS-10A forms as needed
- Support with FS-10F forms, if requested

- Complete Self-Monitoring Assessments and Desk Audits when requested by NYSED
- Review and approve reports and updates when appropriate
- Share communications from NYSED with CSBM
- Comply with all ESSER-related regulations and policies



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# CLIENT COMMITMENT

CSBM may only provide outstanding services if we receive the full support and cooperation of the staff and Board of Harriet Tubman Charter School. The signing of this proposal and services agreement indicate that the staff and Board make the following commitments:

- Harriet Tubman Charter School will provide access to senior management, as needed, and identify members of the staff, including a project leader to work with CSBM collaboratively in frequent regular meetings to move the work forward.
- Harriet Tubman Charter School will answer CSBM's questions and provide CSBM with access to data, documentation and systems in a timely manner.
- Harriet Tubman Charter School's operations and leadership teams will follow all procedures documented in its Financial Policies and Procedures Manual.
- Harriet Tubman Charter School's operations and leadership teams have the responsibility to create purchase orders, gather packing slips and match them with invoices for all orders placed with vendors.
- Harriet Tubman Charter School shall submit reports, policies and documents prepared by CSBM as part of the Services to the leadership Team and/or the Board as appropriate for review and approval.



# MARKET VALUE OF SERVICES



If selected to deliver the services described on the previous pages, CSBM would provide Harriet Tubman Charter School with a team of consultants to fulfill the roles above. By understanding your financial operations, short- and long-term goals and history, this team will ensure the financial viability of Harriet Tubman Charter School and serve as an advisor and thought partner to leaders and the board. Throughout the fiscal year, your team and board would have multiple points of contact to ensure that you received the financial guidance and information needed, when you need it.

Some schools opt to do this work themselves. Listed below are the salary and expense costs for adding a similar team to one charter school. Salaries listed represent the average annual compensation for nonprofit organization staff with these titles.

ROLE	SALARY RANGE	TAXES & BENEFITS	TOTAL
<b>CHIEF FINANCIAL OFFICER</b>	\$90,000 - \$120,000	\$27,000 - \$36,000	\$117,000 - \$157,000
<b>CONTROLLER</b>	\$70,000 - \$90,000	\$21,000 - \$27,000	\$91,000 - \$117,000
<b>ACCOUNTANT</b>	\$50,000 - \$70,000	\$15,000 - \$21,000	\$65,000 - \$91,000
			<b>\$273,000 - \$364,000</b>





# SCHEDULE & SERVICE ESTIMATE

CSBM will provide the financial services presented in this proposal for Harriet Tubman Charter School from July 1, 2022 to June 30, 2023 at an annual rate of \$ 135,000 for a maximum of 820 hours\* of support.

ADDITIONAL HOURLY SERVICE	RATE	HOURS	AMOUNT
ESSER AND ARP SUPPORT	\$ 200	20	\$ 4,000
<b>HOURLY ESTIMATE</b>			<b>\$4,000</b>

INITIAL PAYMENT DUE UPON SIGNING ON July 1, 2022			
SERVICE	RATE	QTY	AMOUNT
<b>Technology and Processing Fee</b> <i>QBO, BILL.COM AND 1099S</i>	\$ 6,500	1	\$ 6,500
<b>Title Grant Services</b>	\$ 4,500	1	\$ 4,500
<b>15% Down Payment Of Estimated General Financial Services</b>			\$ 20,250
<b>INITIAL PAYMENT TOTAL</b>			<b>\$ 31,250</b>

CSBM will invoice Quarterly for services rendered according to the following schedule:

PAYMENT SCHEDULE	
JULY 1, 2022	\$ 20,250
JULY 1, 2022	\$ 28,688
OCTOBER 1, 2022	\$ 28,688
JANUARY 1, 2023	\$ 28,688
APRIL 1, 2023	\$ 28,686
<b>TOTAL</b>	<b>\$ 135,000</b>

\*\*Internal titles of our team members are different from the roles they play at client sites.



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# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is hereby entered into as of July 1, 2022 (the "Effective Date"), by and between CSBM, with an address of 237 West 35th Street, Suite 301, New York, NY 10001, and Harriet Tubman Charter School, with an address of 3565 Third Avenue, Bronx, NY 10456. Together, CSBM and Harriet Tubman Charter School shall be referred to as the "Parties."

WHEREAS, Harriet Tubman Charter School is a charter school authorized to operate in New York State and is legally and contractually obligated to, among other things, diligently manage its financial and business operations; and

WHEREAS, CSBM possesses the experience, skill, expertise and personnel to assist charter schools with the management of their financial and business operations; and

WHEREAS, Harriet Tubman Charter School desires to engage CSBM to provide and CSBM has agreed to provide, certain financial and school business operations consulting services as more fully set forth in the client proposal (the "Services"); and

WHEREAS, the Parties wish to set forth the terms and conditions under which CSBM will provide Harriet Tubman Charter School with the Services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

## 1. PROJECT SCOPE

CSBM shall perform the Services expressly set forth in the Proposal incorporated herein by reference and made a part hereof and which may be amended in writing from time to time by mutual agreement of the Parties. CSBM shall perform the Services in a professional manner in keeping with the customary standards of the charter school industry and in accordance with applicable laws and regulations. Reports, policies and documents prepared by CSBM as part of the Services shall be submitted to the Leadership and/or the Board of Trustees as appropriate for review and approval.

## 2. TERM

The initial term of this Agreement shall commence as of the Effective Date and shall continue for a one (1) year period ending June 30, 2023 (the "Initial Term"). Either party may give thirty (30) days prior written notice of non-renewal.

## 3. FEES AND PAYMENT

(a) In consideration of the Services CSBM has agreed to provide pursuant to this Agreement, Harriet Tubman Charter School shall pay CSBM an annual fee of \$ 135,000 based on the services to be provided as described in the Proposal. The annual fee shall be payable in equal monthly installments, and with an

initial annual non-refundable fee in the amount of \$ 20,250 plus \$ 11,000 for Development Services and Technology Fees as described on the Schedule and Service Estimates page of the Proposal, totaling \$ 31,250, due upon execution of this Agreement. CSBM shall provide Harriet Tubman Charter School with an invoice of the fees incurred and due for each quarterly installment on the 1st day of each quarter beginning July 1, 2022.

Notwithstanding the foregoing, in the event CSBM performs any services or special projects during any quarter of the Term that extend beyond the scope of work set forth in the Proposal or exceeds the allotted hours as stated in the scope of work (820 hours) (the "Additional Services"), CSBM reserves the right to bill the School, and the School agrees to pay CSBM, for the Additional Services at the hourly rates set forth in the Proposal. In such event, CSBM shall provide the School with a statement showing the Additional Services performed by CSBM during that quarter and provide the School with a separate invoice for the Additional Services, which shall be due and payable within thirty (30) days of the date of the invoice.

Unless otherwise specified in this agreement, all payments are due promptly on the 1st day of each month of each year of the Term and payment shall be made without offset, reduction or refund. If payment is not received by CSBM within thirty (30) days upon the payment becoming due and payable, a 1.5% per month late fee shall be applied to all unpaid balances until the past due payment is received. CSBM may, in its sole discretion, suspend the performance and delivery of Services and obligations under the Agreement until all unpaid balances and past due payments, including any late fees, have been paid in full to CSBM.

Subject to subsections (b) and (c) below, CSBM accepts payment by check, ACH drawdown or credit card. Should a payment be made to CSBM by check and there are insufficient funds at the depository institution to cover the amount payable, Harriet Tubman Charter School shall in addition to any late fees, reimburse CSBM for the check amount and any bank fees incurred by CSBM as a result of insufficient funds to cover the amount of the check.

- (b) If Harriet Tubman Charter School reasonably and in good faith disputes any portion of a CSBM invoice for Services, Harriet Tubman Charter School must pay the undisputed portion of the invoice and submit written notice of the disputed amount with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service for the disputed amount. All invoice disputes will be submitted by Harriet Tubman Charter School to the following CSBM email address: [Invoice\\_dispute@csbm.com](mailto:Invoice_dispute@csbm.com) ("Dispute Resolution Address"). All billing disputes must be submitted to CSBM via the Dispute Resolution Address within thirty (30) days from the date of the invoice for the Service in question. Harriet Tubman Charter School waives the right to dispute any charges not disputed within such thirty (30) day period. In the event the dispute is resolved against Harriet Tubman Charter School, Harriet Tubman Charter School shall pay such amounts within fifteen (15) days of the resolution plus a late fee at the rate referenced above. Harriet Tubman Charter School acknowledges and agrees that the hourly rates of a team member providing Services under this Agreement will increase if the team member receives a title promotion from CSBM during any fiscal year of the Term. Harriet Tubman Charter School acknowledges and agrees that the hourly fees set forth in the Proposal may be subject to change, at CSBM's sole discretion, provided however that should CSBM require a substantial increase in its hourly fees, CSBM and Harriet Tubman Charter School may agree to modify the length of the term of the Agreement. As set forth in the Proposal, Harriet Tubman Charter School acknowledges and agrees to pay CSBM's regular hourly rate fees for any work CSBM agrees to perform that materially expands the scope of work as set forth in the Proposal. As set forth in the Proposal, Harriet Tubman Charter School agrees to pay CSBM the expedited hourly rate fees set forth in the Proposal for any Services that requires CSBM to perform the service within two weeks or less. Hourly fees set forth in the Proposal may be subject to change should Harriet Tubman Charter School and CSBM mutually agree to expand the scope of work by adding to the Services. Harriet Tubman Charter School agrees to pay CSBM for any Additional Services requested, approved and performed. Additional Services are services or special projects that extend



beyond the Scope of Work outlined in the Proposal. Additional Services performed by CSBM during the Term of this Agreement will be invoiced on an hourly basis using the hourly rates set forth in the Proposal. For Additional Services that require completion within two weeks or less, CSBM shall use the following Expedited Hourly Rates:

<b>CONSULTANT</b>	<b>EXPEDITED HOURLY RATE</b>
<b>PARTNER</b>	\$315
<b>CHIEF FINANCIAL OFFICER</b>	\$240
<b>CONTROLLER</b>	\$165
<b>ACCOUNTANT</b>	\$115

Additional Services performed during the term of this Agreement shall be invoiced in the same manner as other Services provided by CSBM as described in subsection (b) above, and shall be due and payable within thirty (30) days of the date of the invoice.

- (c) Upon execution of a debit authorization agreement, Harriet Tubman Charter School may make payment to CSBM by means of an ACH (Automated Clearinghouse Transactions) drawdown from the account specified at the depository institution named in the authorization agreement. CSBM shall drawdown payments and any fees due to CSBM from the account specified at the depository institution on the agreed upon date.
- (d) Upon execution of a credit card payment authorization form, Harriet Tubman Charter School shall make payment to CSBM by credit card and CSBM shall be authorized to charge Harriet Tubman Charter School's credit card for the full amount due each quarter, including any fee assessment. If CSBM cannot process Harriet Tubman Charter School's credit card, CSBM shall notify Harriet Tubman Charter School immediately in writing, and Harriet Tubman Charter School shall be required to pay the amount due by another method of payment within five (5) days of such notice.
- (e) The Schedule & Service Estimate of the Proposal shall designate any additional fees (such as 1099 Processing, Anybill, bill.com, or QBO), which shall be due upon execution of this Agreement and on JUNE 1st of each year of the Initial Term. Harriet Tubman Charter School shall be responsible for any expense not specifically stated in the Schedule and Services Estimate of the Proposal that CSBM incurs on Harriet Tubman Charter School's behalf, and Harriet Tubman Charter School shall reimburse CSBM for any such expense, including any expense or fee that exceeds the amount set forth on the Schedule and Services Estimate in the Proposal each year. All fees not described on the Schedule and Services Estimate shall have prior approval by Harriet Tubman Charter School before purchase. CSBM shall provide Harriet Tubman Charter School with an annual invoice detailing any such fees or expenses that are not included or exceed the amounts stated in the Schedule and Services Estimate in the Proposal.
- (f) Travel and travel related expenses (mileage, hotels, ground transportation, meals, etc.) shall be the responsibility of Harriet Tubman Charter School, provided such expenses have been approved in advance in writing by Harriet Tubman Charter School (email approval is acceptable) and are not included as part of the Technology and Processing Fee. If dates change after CSBM has finalized travel arrangements, expenses related to such changes will be the responsibility of Harriet Tubman Charter School.

#### **4. PLACE OF PERFORMANCE**

The Services may, to the extent appropriate and practicable, be performed remotely by means of telephone,



fax, e-mail or other correspondence or at such locations as are reasonably designated by Harriet Tubman Charter School; it being understood that the Services will be performed on-site at Harriet Tubman Charter School as practicable, in agreement with and at the discretion of CSBM and HTCS. The School/Company shall provide, upon request by CSBM, one (1) dedicated computer on-site, and access to Harriet Tubman Charter School's network (which CSBM may access from any location, as needed in order to perform the Services before, during and after regular Harriet Tubman Charter School hours). CSBM shall take reasonable care to safeguard information accessed to perform the Services; however, Harriet Tubman Charter School shall be solely responsible for the provision, maintenance, repair, replacement and security of all materials related to filing, finance, human resources and payroll documents, and all business operations and expense documentation. Hard copies and electronic files will be stored at Harriet Tubman Charter School's site, and CSBM shall have no liability of any kind with respect to the security or maintenance of any such hardware, files, documents and/or information.

## 5. DELIVERABLES AND WORK PRODUCT

All reports, communications, material, or information (whether or not copyrightable), made or developed by CSBM solely or jointly with others specifically for Harriet Tubman Charter School and solely in connection with CSBM's performance of the Services shall be the sole property of Harriet Tubman Charter School, and CSBM hereby assigns to Harriet Tubman Charter School all rights, title and interest therein. Notwithstanding the foregoing, Harriet Tubman Charter School shall not acquire ownership of any materials, information, know-how, tools, models, methodologies, techniques and/or other intellectual property owned by CSBM prior to CSBM's performance of Services, or which may be created or developed by CSBM during the performance of the Services under this Agreement or that is licensed by CSBM from any third party (all of the foregoing, "Pre-existing Intellectual Property"). CSBM grants to Harriet Tubman Charter School a non-exclusive, non-transferable, revocable, royalty-free license to use such Pre-existing Intellectual Property solely to the extent that such license is required to enable Harriet Tubman Charter School to make use of the Services hereunder during the Term, including without limitation any deliverables and work product.

## 6. CONFIDENTIALITY AND NON-DISPARAGEMENT; LICENSE

- (a) During the term of this Agreement and thereafter, neither party shall disclose or use Confidential Information of the other except as permitted in this Agreement or in writing by such party. Each party agrees that any of its respective employees, agents or subcontractors having access to the Confidential Information under this Agreement shall abide by these same confidentiality obligations. "Confidential Information" means all information, data and materials concerning each party and the information, data and materials disclosed to the other by or on behalf of such party, or developed as a result of performance of the Services, including but not limited to the CSBM Binder system and other CSBM provided material any individually identifiable personal information, client service and relations information, client-sensitive information. CSBM except any portion thereof which: (i) is known to the non-disclosing party on a non-confidential basis before receipt thereof under this Agreement, as evidenced by that party's written records; (ii) is disclosed to the other party after acceptance of this Agreement by a third party having a right to make such disclosure in a non-confidential manner; or (iii) is or becomes part of the public domain through no fault of the non-disclosing party.
- (b) Upon the earlier of completion of the Services or termination or expiration of this Agreement, each party shall return to the other all Confidential Information provided to such party by or on behalf of the other, or Confidential Information of Harriet Tubman Charter School developed by CSBM as a result of its performance of the Services, as requested by the other party in writing. Nothing in this Agreement shall be construed to restrict either party from disclosing Confidential Information of the other as required by law or court order or other governmental order, provided in each case that such party shall timely inform the other so that it may seek a protective order.



- (c) Each party agrees that they will not make or publish any negative or disparaging statements, comments or remarks regarding the other party hereto, or their directors, officers or employees, as applicable, during the term of this Agreement, or at any time thereafter.
- (d) Each party acknowledges and agrees that it shall not use the name, trademark, service mark or logo of the other party in any manner without the prior written consent of such other party. For the sole purpose of acknowledging Harriet Tubman Charter School as a client of CSBM, Harriet Tubman Charter School, hereby grants to CSBM a limited, non-exclusive, non-transferable, revocable, royalty-free right and license to use the name and logo of Harriet Tubman Charter School solely in connection with CSBM promotional materials, including but not necessarily limited to its website, brochures and other promotional materials (including client proposals) and for linking the logo of Harriet Tubman Charter School to the homepage of Harriet Tubman Charter School from the CSBM website. CSBM will not provide the logo to any other person or entity. Harriet Tubman Charter School shall not have the right to inspect or approve the use of the logo on CSBM marketing materials, including the CSBM website. Harriet Tubman Charter School shall not receive any compensation from CSBM in connection with this Agreement or any compensation based on the use of this logo by CSBM. No property rights, trademark or other intellectual property interests of Harriet Tubman Charter School in the Logo are transferred to CSBM by this license. The license remains in effect until terminated in accordance with this Agreement. The license may be terminated upon fifteen (15) days written notice by either party. Harriet Tubman Charter School shall provide CSBM with the logo and website address of Harriet Tubman Charter School to be used by CSBM pursuant to this license within five (5) business days of execution of this Agreement.
- (e) For the purposes of this Agreement, it shall be acknowledged that CSBM has a legitimate interest in accessing and handling confidential information covered under the Family Educational Rights and Privacy Act (FERPA). CSBM hereby acknowledges and agrees that with respect to access to, and the handling of, any education records, CSBM is under the direct control of Harriet Tubman Charter School and shall be subject to the same policies and conditions on use and disclosure of education records as Harriet Tubman Charter School employees and other Harriet Tubman Charter School officials. CSBM shall comply in all respects to the provisions of FERPA and the regulations promulgated thereunder at 34 C.F.R. 99.1 et seq. Any violation of FERPA shall be a material breach of this Agreement and Harriet Tubman Charter School may terminate this Agreement upon written notice to CSBM if such breach is not cured within five (5) days of CSBM receipt of notice of such breach.
- (a) CSBM and Harriet Tubman Charter School agree to be bound by the Data Privacy Terms and Conditions set for them in Exhibit A (the 'Data Privacy Terms and Conditions') attached hereto, which are incorporated herein by this reference. Upon execution by both CSBM and Harriet Tubman Charter School, this Agreement and its Exhibits attached hereto shall constitute a binding commitment of the Parties.

## 7. REPRESENTATIONS AND WARRANTIES

- (a) Each party represents and warrants to the other party that:
- It is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has full corporate power and authority to execute and deliver this Agreement and any other agreements and instruments to be executed and delivered by such party pursuant to this Agreement and to consummate the transactions contemplated by this Agreement.
  - This Agreement has been duly executed and delivered by such party and constitutes, and such other agreements and instruments when duly executed and delivered by such party will constitute, legal, valid and binding obligations of such party enforceable against such party in accordance with



their respective terms, subject to bankruptcy, liquidation and equitable defenses.

- No approval, authorization, consent or other order or action of or filing with any court, administrative agency or other governmental authority is required for the execution and delivery by such party of this Agreement.
  - None of the execution, delivery or performance of this Agreement or the other agreements and instruments to be executed and delivered by such party (A) conflict with (or will conflict with) or result in a breach under (or will result in a breach under) the charter documents or any material contractual undertaking of such party; or (B) conflict with (or will conflict with) or result in a violation of (or will result in a violation of) any of the laws of the jurisdiction of incorporation of such party.
- (b) Harriet Tubman Charter School represents and warrants that the information it provides to CSBM hereunder shall be accurate and complete, and no such information shall violate and/or infringe any personal or proprietary right of any kind of any third party and throughout the Term and thereafter as may be reasonably necessary, Harriet Tubman Charter School shall provide and make accessible such personnel and information as CSBM reasonably requires to perform the Services.
- (c) Harriet Tubman Charter School represents and warrants that it has all rights and full power to grant CSBM the license described in Section 6(d) of this Agreement.
- (d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CSBM MAKES NO, AND HEREBY SPECIFICALLY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY PRODUCT, SERVICE, SOFTWARE APPLICATION, ELECTRONIC PLATFORM, WEBSITE, VENDOR OR INFORMATION THEREON OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
- (e) CSBM does not give any legal advice, educational advice or other professional advice. CSBM provides only the Services set forth in this Agreement and to the extent Harriet Tubman Charter School requires such advice, Harriet Tubman Charter School is advised to consult a professional in that discipline to obtain the advice it needs or requires.
- (f) CSBM is responsible for the Services described in the Proposal only and shall provide the Services at the direction of Harriet Tubman Charter School and in accordance with Harriet Tubman Charter School's actual practices and procedures in effect at the time the Services are provided. CSBM is not responsible for the implementation of any policy, procedure or practice recommended by CSBM or any required or recommended policy, practice or procedure of a New York State Charter School. CSBM is not responsible for the implementation, oversight or monitoring of the practices, policies and procedures, (including internal controls) of Harriet Tubman Charter School, or the prevention of (and reporting of) fraud, financial or procedural irregularities, questionable practices, or other errors or practices of Harriet Tubman Charter School. Such responsibility shall lie solely with Harriet Tubman Charter School. CSBM is entitled to rely upon information provided by Harriet Tubman Charter School and, except as specifically stated as part of the Services, CSBM has no duty or obligation to independently verify information provided to CSBM pursuant to this Agreement.
- (g) CSBM shall not be, and shall not be deemed to be, an officer, representative or employee of Harriet Tubman Charter School and shall have no authority to bind Harriet Tubman Charter School or to make any statements to any third party not authorized by Harriet Tubman Charter School. CSBM will not make any representations or take any actions that would create the impression that it has the authority to bind or act



on the behalf of Harriet Tubman Charter School. CSBM will not engage with, or negotiate with vendors or other third parties for any purpose. Should CSBM receive a third party communication in performing the Services, it shall refer such communication to the appropriate representative of Harriet Tubman Charter School.

## 8. LIMITATION OF LIABILITY

Notwithstanding anything elsewhere in this agreement (except for the indemnification obligations under Section 9 and 12), in no event will either party be liable to the other under this agreement for indirect, special, reliance, punitive, incidental or consequential damages of any kind, (including lost profits, data, business, or goodwill) or any and all expectation damages, even if it has notice of the risk of such damages. CSBM shall not be responsible or liable for any damages which relate in any way to any materials, information and/or content that is to be provided by Harriet Tubman Charter School to CSBM hereunder.

CSBM's total liability for any breach of this agreement, for any failure to perform any term of this agreement, for any claims arising out of its performance of this agreement, and for its own ordinary negligence (but not its reckless or willful misconduct) in any aspect of its relationship with Harriet Tubman Charter School shall not exceed the fees paid to and received by CSBM under this agreement and such amount shall be Harriet Tubman Charter School's sole and exclusive remedy.

## 9. INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other and its shareholders, officers, employees, agents, representatives and permitted successors and assigns from and against any and all third party claims, actions, causes of action, liabilities, losses, damages, costs or expenses, and resulting settlements, awards or judgments, including reasonable attorneys' fees and disbursements, which arise out of or relate to (i) a breach by such party of any of its representations, warranties or obligations under this Agreement or any addendum to this Agreement; or (ii) any actual or alleged infringement by such party of copyrights, trademarks, patents, trade secrets, or other intellectual property of any third party.

## 10. DISPUTE RESOLUTION PROCEDURES; MEDIATION

Unless otherwise provided for in this Agreement, the dispute resolution procedures of this Paragraph 10 shall be the exclusive mechanism to resolve disputes arising under this Agreement. Harriet Tubman Charter School and CSBM agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of informal negotiations. The dispute shall be considered to have arisen when one party sends the other Party a written notice of dispute. Harriet Tubman Charter School shall send written notice of a dispute to the following CSBM dispute resolution email address: [Invoice\\_Dispute@csbm.com](mailto:Invoice_Dispute@csbm.com).

The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the parties. In the event that the parties cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association (AAA), Regional Office, New York City appoint a mediator and the mediation will be held in New York, New York or other mutually agreed to venue. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The parties will bear their own costs of the





mediation. The mediator's fees shall be shared equally by all parties involved in the dispute. If Harriet Tubman Charter School and CSBM are unable to resolve the dispute through mediation, each of the parties irrevocably submits to the exclusive jurisdiction of the state or federal courts located in New York, New York for the purposes of any suit, action or other proceeding arising out of such dispute.

## 11. TERMINATION

Harriet Tubman Charter School and CSBM shall each have the right to terminate this Agreement for any reason upon thirty (30) days prior written notice. Upon termination, neither party shall have any further obligations to the other except that Harriet Tubman Charter School shall have the obligation to pay to CSBM any amounts owing for Services performed (including without limitation payment for any expenses incurred by CSBM for any third party services on behalf of Harriet Tubman Charter School up to the date of termination. CSBM reserves the right, in addition to all other rights and remedies it may have, to in its sole discretion, suspend the delivery of any Services hereunder in the event of a material breach of this Agreement by Harriet Tubman Charter School if such breach is not cured within ten (10) days of Harriet Tubman Charter School receipt of notice of such breach. Failure to pay timely for the Services shall constitute a breach of the Agreement, and CSBM reserves the right, in its sole discretion, to suspend or modify the performance and delivery of any or all Services and its obligations hereunder immediately upon written notice to Harriet Tubman Charter School and for a period of time to be specified in such notice. If payment for the Services is not received in accordance with Section 3 of the Agreement, CSBM may, in its sole discretion, suspend the performance and delivery of Services and its obligations under this Agreement until all unpaid balances and past due payments, including any associated late fees or penalties, have been paid to CSBM.

## 12. INDEPENDENT CONTRACTOR

The parties acknowledge and agree that CSBM's relationship to Harriet Tubman Charter School shall be solely and exclusively that of independent contractor, and nothing in this Agreement shall be construed to create an employer-employee relationship between the parties. CSBM acknowledges that it has no authority to act or bind Harriet Tubman Charter School in performing Services under this Agreement. As an independent contractor, CSBM is not eligible for, and shall not participate in, workers compensation or any employee pension, health or fringe benefit plan which is or may be provided by Harriet Tubman Charter School. Each party assumes full responsibility for the actions of its respective personnel, including employees, principals and contractors, while performing services under this Agreement, and each party shall be fully responsible for the supervision (including without limitation, any employment decisions such as promotions, terminations and other disciplinary measures) payment of salary, (including withholding taxes) and any other compensation or benefits to be paid to, or on behalf of their respective personnel.

## 13. NON-HIRE; CANDIDATE RECOMMENDATIONS

(a) Non-Hire. Harriet Tubman Charter School shall not, during the Term and for twelve (12) months thereafter, hire or contract with any personnel of CSBM who provides or has provided the Services (or CSBM services of any kind) to Harriet Tubman Charter School (the "Former Personnel") without the prior written approval of CSBM. If, during the Term or within twelve (12) months thereafter, Harriet Tubman Charter School hires directly, or contracts with, any Former Personnel, Harriet Tubman Charter School agrees to pay to CSBM, as liquidated damages, an amount equal to one hundred percent (100%) of the annual compensation paid to the Former Personnel by CSBM for the last year of employment with CSBM. Harriet Tubman Charter School shall pay CSBM the amount for liquidated damages whether or not the former personnel is employed by, or contracts with Harriet Tubman Charter School.

(b) Candidate Recommendations. In the event that CSBM provides Harriet Tubman Charter School with a



candidate for a position of employment with Harriet Tubman Charter School, and Harriet Tubman Charter School hires such candidate for any employment position with Harriet Tubman Charter School, Harriet Tubman Charter School shall pay CSBM a non-refundable fee of \$2,000 for each candidate referral. CSBM shall provide Harriet Tubman Charter School with only the name of a candidate and shall have no liability or responsibility whatsoever with respect to the qualifications or selection of the candidate. All hiring decisions will be made solely by Harriet Tubman Charter School and all liability associated with hiring decisions and employment of the candidate will be assumed by Harriet Tubman Charter School. In no event shall CSBM be liable or otherwise responsible for any action performed or not performed by the candidate. CSBM shall not review, recommend or guarantee qualifications or credentials of any candidate. Harriet Tubman Charter School agrees to unconditionally indemnify, release and forever discharge CSBM and hold harmless CSBM from any and all liabilities, claims, and causes of action whatsoever, arising out of or in any way connected with the candidate referral or subsequent performance or nonperformance of the candidate.

## 14. MISCELLANEOUS

- (a) **Force Majeure.** Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement if such delay or failure is due to acts of God, terrorism war, riot, embargoes, acts of civil or military authorities, fire, earthquake, or floods beyond the reasonable control of the affected party; provided however, when such an event occurs, the affected party shall promptly give written notice to the other party, and such notice shall include a description of the event and the affected party's best estimate of the length of time such event will prevent performance.
- (b) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous negotiations and agreements, written or oral. This Agreement, and any amendment hereto or waiver hereof, may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile, which shall have the same effect as an original signature.
- (c) **No Waiver.** This Agreement may be amended only by a written instrument executed by a duly authorized representative of each party. No rights of a party or breach by the other party shall be waived except in a writing expressly waiving such breach or rights and signed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.
- (d) **Notices.** Any notices permitted or required under this Agreement shall be deemed sufficient if sent by facsimile, electronic mail, or registered or certified mail to the addresses above or to any addresses provided by the parties in writing. All notices and communications shall be delivered to the appropriate named representatives who are hereby identified as: for CSBM, Karen Daniels, CSBM, and for Harriet Tubman Charter School, Jerima DeWese.
- (e) **Survival.** This Agreement is effective on the Effective Date and will continue in full force and effect until terminated by either party as set forth herein. Paragraphs 3, 6, 7, 8, 9, 11, and 12, and any other provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.
- (f) **Severability.** If one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the provision shall be amended and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.



- (g) **Assignment.** Neither party may assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, the parties, their successors, and permitted assigns.
- (h) **Governing Law; Jurisdiction.** This Agreement shall be interpreted according to the laws of the State of New York without regard or effect to choice-of-law or conflict-of-law principles. Any dispute or claim arising out of or relating to the Services or this Agreement shall be resolved in a state court located in the State of New York, County of New York. The parties consent to the personal jurisdiction thereof and to sole venue therein.
- (i) **No Agency; Third Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.
- (j) **Nonstandard Contract Details.** Details that have been updated from CSBM's standard contractual language and agreed upon by both parties in this Agreement are as follows:
- extensive edits to section 3h was added

This Agreement does not create any agency, partnership or joint venture between the Parties. Neither Party at any time will enter into, negotiate or incur on behalf of the other party, any commitment, expense or liability whatsoever, and all contracts and liabilities in connection with or relating to the obligations of each Party under this Agreement will be made, undertaken, incurred or paid exclusively by that Party on its own behalf, and not as an agent or representative of the other Party.



# DATA PRIVACY AGREEMENT

## Harriet Tubman Charter School And Charter School Business Management, Inc.

This Data Privacy Agreement ("DPA") is by and between the Harriet Tubman Charter School ("EA"), an Educational Agency, and Charter School Business Management, with an address of 237 West 35th Street, Suite 301, New York, NY 10001 ("CSBM"), collectively, the "Parties".

### ARTICLE I: DEFINITIONS

As used in this DPA, the following terms shall have the following meanings:

- 1. Breach:** The unauthorized acquisition, access, use, or disclosure of Personally Identifiable Information in a manner not permitted by State and federal laws, rules and regulations, or in a manner which compromises its security or privacy, or by or to a person not authorized to acquire, access, use, or receive it, or a Breach of CSBM's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personally Identifiable Information.
- 2. Commercial or Marketing Purpose:** means the sale, use or disclosure of Personally Identifiable Information for purposes of receiving remuneration, whether directly or indirectly; the sale, use or disclosure of Personally Identifiable Information for advertising purposes; or the sale, use or disclosure of Personally Identifiable Information to develop, improve or market products or services to students.
- 3. Disclose:** To permit access to, or the release, transfer, or other communication of personally identifiable information by any means.
- 4. Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. 1232g and 34 C.F.R. Part 99, respectively.
- 5. Educational Agency:** As defined in Education Law 2-d, a school district, board of cooperative educational services, school, charter school, or the New York State Education Department.
- 6. Eligible Student:** A student who is eighteen years of age or older.
- 7. Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Security Rule at 45 CFR 164.304, means the use of an algorithmic process to transform Personally Identifiable Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
- 8. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 9. Parent:** A parent, legal guardian or person in parental relation to the Student.
- 10. Personally Identifiable Information (PII):** Means personally identifiable information as defined in



section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, as defined below.

11. **Release:** Shall have the same meaning as Disclose.
12. **School:** Any public elementary or secondary school including a charter school, universal pre-kindergarten program authorized pursuant to Education Law § 3602-e, an approved provider of preschool special education, any other publicly funded pre-kindergarten program, a school serving children in a special act school district as defined in Education Law § 4001, an approved private school for the education of students with disabilities, a State-supported school subject to the provisions of Article 85 of the Education Law, or a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
13. **Student:** Any person attending or seeking to enroll in an Educational Agency.
14. **Student Data:** Personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g.
15. **Subcontractor:** CSBM's non-employee agents, consultants and/or subcontractors engaged in the provision of services pursuant to the Service Agreement.
16. **Teacher or Principal APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.

## ARTICLE II: PRIVACY AND SECURITY OF PII

### 1. Compliance with Law

In order for CSBM to provide certain services ("Services") to the EA pursuant to a contract dated July 12, 2022 ("Service Agreement"); CSBM may receive PII regulated by several New York and federal laws and regulations, among them, among them, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); New York Education Law Section 2-d; and the Commissioner of Education's Regulations at 8 NYCRR Part 121. The Parties enter this DPA to address the requirements of New York law. CSBM agrees to maintain the confidentiality and security of PII in accordance with applicable New York, federal and local laws, rules and regulations.

### 2. Authorized Use

CSBM has no property or licensing rights or claims of ownership to PII, and CSBM must not use PII for any purpose other than to provide the Services set forth in the Service Agreement. Neither the Services provided nor the manner in which such Services are provided shall violate New York law.



### **3. Data Security and Privacy Plan**

CSBM shall adopt and maintain administrative, technical and physical safeguards, measures and controls to manage privacy and security risks and protect PII in a manner that complies with New York State, federal and local laws and regulations and the EA's policies. Education Law Section 2-d requires that CSBM provide the EA with a Data Privacy and Security Plan that outlines such safeguards, measures and controls including how CSBM will implement all applicable state, federal and local data security and privacy requirements. CSBM's Data Security and Privacy Plan is attached to this DPA as Exhibit C.

### **4. EA's Data Security and Privacy Policy**

State law and regulation requires the EA to adopt a data security and privacy policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. CSBM shall comply with the EA's data security and privacy policy and other applicable policies, which have been provided to CSBM or are accessible on the EA's website

### **5. Right of Review and Audit**

Upon request by the EA, CSBM shall provide the EA with copies of its policies and related procedures that pertain to the protection of PII. It may be made available in a form that does not violate CSBM's own information security policies, confidentiality obligations, and applicable laws.

### **6. CSBM's Employees and Subcontractors**

- (a) CSBM shall only disclose PII to CSBM's employees and subcontractors who need to know the PII in order to provide the Services and the disclosure of PII shall be limited to the extent necessary to provide such Services. CSBM shall ensure that all such employees and subcontractors comply with the terms of this DPA.
- (b) CSBM must ensure that each subcontractor performing functions pursuant to the Service Agreement where the subcontractor will receive or have access to PII is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) CSBM shall examine the data security and privacy measures of its subcontractors prior to utilizing the subcontractor. If at any point a subcontractor fails to materially comply with the requirements of this DPA, CSBM shall: notify the EA and remove such subcontractor's access to PII; and, as applicable, retrieve all PII received or stored by such subcontractor and/or ensure that PII has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which the subcontractor compromises PII, CSBM shall follow the Data Breach reporting requirements set forth herein.
- (d) CSBM shall take full responsibility for the acts and omissions of its employees and subcontractors.
- (e) CSBM must not disclose PII to any other party unless such disclosure is required by statute, court order or subpoena, and CSBM makes a reasonable effort to notify the EA of the court order or subpoena in advance of compliance but in any case, provides notice to the EA no later than the time the PII is disclosed, unless such disclosure to the EA is expressly prohibited by the statute, court



order or subpoena.

## **7. Training**

CSBM shall ensure that all its employees and Subcontractors who have access to PII have received or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access.

## **8. Termination**

The obligations of this DPA shall continue and shall not terminate for as long as CSBM or its sub-contractors retain PII or retain access to PII.

## **9. Data Return and Destruction of Data**

- (a) Protecting PII from unauthorized access and disclosure is of the utmost importance to the EA, and CSBM agrees that it is prohibited from retaining PII or continued access to PII or any copy, summary or extract of PII, on any storage medium (including, without limitation, in secure data centers and/or cloud-based facilities) whatsoever beyond the period of providing Services to the EA, unless such retention is either expressly authorized for a prescribed period by the Service Agreement or other written agreement between the Parties, or expressly requested by the EA for purposes of facilitating the transfer of PII to the EA or expressly required by law. As applicable, upon expiration or termination of the Service Agreement, CSBM shall transfer PII, in a format agreed to by the Parties to the EA.
- (b) If applicable, once the transfer of PII has been accomplished in accordance with the EA's written election to do so, CSBM agrees to return or destroy all PII when the purpose that necessitated its receipt by CSBM has been completed. Thereafter, with regard to all PII (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all PII maintained on behalf of CSBM in a secure data center and/or cloud-based facilities that remain in the possession of CSBM or its Subcontractors, CSBM shall ensure that PII is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that PII cannot be read or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the PII cannot be retrieved. Only the destruction of paper PII, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) CSBM shall provide the EA with a written certification of the secure deletion and/or destruction of PII held by CSBM or Subcontractors.
- (d) To the extent that CSBM and/or its subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), they agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party.

## **10. Commercial or Marketing Use Prohibition**

CSBM agrees that it will not sell PII or use or disclose PII for a Commercial or Marketing Purpose.



## 11. Encryption

CSBM shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect PII. CSBM must encrypt PII at rest and in transit in accordance with applicable New York laws and regulations.

## 12. Breach

- (a) CSBM shall promptly notify the EA of any Breach of PII without unreasonable delay no later than seven (7) business days after discovery of the Breach. Notifications required pursuant to this section must be in writing, given by personal delivery, e-mail transmission (if contact information is provided for the specific mode of delivery), or by registered or certified mail, and must to the extent available, include a description of the Breach which includes the date of the incident and the date of discovery; the types of PII affected and the number of records affected; a description of CSBM's investigation; and the contact information for representatives who can assist the EA. Notifications required by this section must be sent to the EA's District Superintendent or other head administrator with a copy to the Data Protection Office. Violations of the requirement to notify the EA shall be subject to a civil penalty pursuant to Education Law Section 2-d. The Breach of certain PII protected by Education Law Section 2-d may subject CSBM to additional penalties.
- (b) Notifications required under this paragraph must be provided to the EA at the following address:

Name: Jerima DeWese Bowens

Title: Board Chair

Address: 3565 Third Avenue

Bronx, NY 10456

Email: j\_dewese@hotmail.com

## 13. Cooperation with Investigations

CSBM agrees that it will cooperate with the EA and law enforcement, where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of CSBM or its' Authorized Users, as related to such investigations, will be the sole responsibility of CSBM if such Breach is solely attributable to CSBM or its Subcontractors.

## 14. Notification to Individuals

Where a Breach of PII occurs that is solely attributable to CSBM, CSBM shall pay for or promptly reimburse the EA for the full cost of the EA's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law Section 2-d and 8 NYCRR Part 121.

## 15. Termination

The term of this DPA shall coincide with the term of the Service Agreement. The confidentiality and data security obligations of CSBM under this DPA shall survive any termination of this DPA but shall terminate





upon CSBM's certifying that it has destroyed all PII.

## ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

### 1. Parent and Eligible Student Access

Education Law Section 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by the EA. To the extent Student Data is held by CSBM pursuant to the Service Agreement, CSBM shall respond within thirty (30) calendar days to the EA's requests for access to Student Data so the EA can facilitate such review by a Parent or Eligible Student, and facilitate corrections, as necessary. If a Parent or Eligible Student contacts CSBM directly to review any of the Student Data held by CSBM pursuant to the Service Agreement, CSBM shall promptly notify the EA and refer the Parent or Eligible Student to the EA.

### 2. Bill of Rights for Data Privacy and Security

As required by Education Law Section 2-d, the Parents Bill of Rights for Data Privacy and Security and the supplemental information for the Service Agreement are included as Exhibit A and Exhibit B, respectively, and incorporated into this DPA. CSBM shall complete and sign Exhibit B and append it to this DPA. Pursuant to Education Law Section 2-d, the EA is required to post the completed Exhibit B on its website.

## ARTICLE IV: MISCELLANEOUS

### 1. Priority of Agreements and Precedence

In the event of a conflict between and among the terms and conditions of this DPA, including all Exhibits attached hereto and incorporated herein and the Service Agreement, the terms and conditions of this DPA shall govern and prevail, shall survive the termination of the Service Agreement in the manner set forth herein, and shall supersede all prior communications, representations, or agreements, oral or written, by the Parties relating thereto.

### 2. Execution

This DPA may be executed in one or more counterparts, all of which shall be considered one and the same document, as if all parties had executed a single original document, and may be executed utilizing an electronic signature and/ or electronic transmittal, and each signature thereto shall be and constitute an original signature, as if all parties had executed a single original document.



## EXHIBIT A - Education Law §2-d Bill of Rights for Data Privacy and Security

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A student's personally identifiable information (PII) cannot be sold or released for any Commercial or Marketing purpose. PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Commissioner of Education's Regulations at 8 NYCRR Part 121, FERPA at 12 U.S.C. 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. 1400 et seq. (34 CFR Part 300); protect the confidentiality of a student's identifiable information.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when student PII is stored or transferred.
5. A complete list of all student data elements collected by NYSED is available at <http://www.nysed.gov/data-privacy-security/student-data-inventory> and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of PII addressed. (i) Complaints should be submitted to the EA at: Harriet Tubman Charter School. (ii) Complaints may also be submitted to the NYS Education Department at [www.nysed.gov/data-privacy-security/report-improper-disclosure](http://www.nysed.gov/data-privacy-security/report-improper-disclosure), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to [privacy@nysed.gov](mailto:privacy@nysed.gov); or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of PII occurs.
8. Educational agency workers that handle PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. Educational agency contracts with vendors that receive PII will address statutory and regulatory data privacy and security requirements.



## EXHIBIT B

### BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY - SUPPLEMENTAL INFORMATION FOR CONTRACTS THAT UTILIZE PERSONALLY IDENTIFIABLE INFORMATION

Pursuant to Education Law § 2-d and Section 121.3 of the Commissioner’s Regulations, the Educational Agency (EA) is required to post information to its website about its contracts with third-party contractors that will receive Personally Identifiable Information (PII).

<b>Name of Contractor</b>	Charter School Business Management, Inc.
<b>Description of the purpose(s) for which Contractor will receive/access PII</b>	CSBM will only receive/access PII information in situations where it is deemed necessary to complete/review financial transactions.
<b>Type of PII that Contractor will receive/access</b>	Check all that apply: <input checked="" type="checkbox"/> Student PII <input type="checkbox"/> APPR Data
<b>Contract Term</b>	Contract Start Date <u>July 1, 2022</u> Contract End Date <u>June 30, 2023</u>
<b>Subcontractor Written Agreement Requirement</b>	Contractor will not utilize subcontractors without a written contract that requires the subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the contractor by state and federal laws and regulations, and the Contract. (check applicable option) <input type="checkbox"/> Contractor will not utilize subcontractors. <input checked="" type="checkbox"/> Contractor will utilize subcontractors.
<b>Data Transition and Secure Destruction</b>	Upon expiration or termination of the Contract, Contractor shall: • Securely transfer data to EA, or a successor contractor at the EA’s option and written discretion, in a format agreed to by the parties. • Securely delete and destroy data.
<b>Challenges to Data Accuracy</b>	Parents, teachers or principals who seek to challenge the accuracy of PII will do so by contacting the EA. If a correction to data is deemed necessary, the EA will notify Contractor. Contractor agrees to facilitate such corrections within 21 days of receiving the EA’s written request.
<b>Secure Storage and Data Security</b>	Please describe where PII will be stored and the protections taken to ensure PII will be protected: (check all that apply)



	<p><input checked="" type="checkbox"/> Using a cloud or infrastructure owned and hosted by a third party.</p> <p><input type="checkbox"/> Using Contractor owned and hosted solution</p> <p><input type="checkbox"/> Other:</p> <p>Please describe how data security and privacy risks will be mitigated in a manner that does not compromise the security of the data:</p> <p>Please refer to CSBM's Information Security Policy for further explanation. All policies are outlined in this document.</p>
<b>Encryption</b>	Data will be encrypted while in motion and at rest.



## EXHIBIT C - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

### CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York State. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	CSBM maintains an information security policy and has its own enforcement methods. Please refer to CSBM's Information Security Policy for more information.
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	CSBM will store PII data in a separate security store and audit the access
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	CSBM provides staff members clear clarification between Confidential information and PII with our information security policy
4	Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.	CSBM has every individual sign our information security policy which has those protections
5	Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.	CSBM has an internal Information Security Incident Response Plan, which details our procedure of identifying and alerting security breaches.
6	Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.	Upon termination of relationship between CSBM and EA, we will follow our client off boarding policy
7	Describe your secure destruction practices and how certification will be provided to the EA.	Upon termination of relationship between CSBM and EA, we will follow our client off boarding policy



8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	CSBM as a financial institution must adhere to rigid data security policies, especially with the related PII information.
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.



## EXHIBIT C.1 – NIST CSF TABLE

The table below will aid the review of a Contractor’s Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ) ; and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
<b>IDENTIFY (ID)</b>	<p><b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy.</p>	<p>ID.AM-1 – All CSBM Devices are inventoried and constantly maintained via internal Dropbox Spreadsheet                      ID.AM-2 – All CSBM Software Platforms are clearly outlined and identified                      ID.AM-3 – Organizational structure is outlined and a Risk Assessment is scheduled to identify flow of data.                      ID.AM-4 – A Risk Assessment is scheduled to identify and outline external (cloud based) information sources                      ID.AM-5 – Data, personnel, devices and systems are identified with inventory and constantly maintained                      ID.AM-6 – Roles and responsibilities are outlined as part of CSBM’s Information Security Policy</p>
	<p><b>Business Environment (ID.BE):</b> The organization’s mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.</p>	<p><b>ID.BE-1:</b> The organization’s role in the supply chain is identified and communicated  <b>ID.BE-2:</b> The organization’s place in critical infrastructure and its industry sector is identified and communicated  <b>ID.BE-3:</b> Priorities for organizational mission, objectives, and activities are established and communicated  <b>ID.BE-4:</b> Dependencies and critical functions for delivery of critical services are established  <b>ID.BE-5:</b> Resilience requirements to support delivery of critical services are established for all operating states (e.g. under duress/attack, during recovery, normal operations)</p>
	<p><b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization’s regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.</p>	<p>ID.GV-1 – CSBM’s organizational cybersecurity policy is reviewed on an annual basis and reviewed with CSBM individuals                      ID.GV-2 – Currently CSBM operational leadership and their third party IT partners work in conjunction to manage the different roles and responsibilities                      ID.GV-3 – CSBM works with their lawyers to understand and adhere to the required security necessities in addition to balancing civil liberties and privacy                      ID.GV-4 – CSBM has partnered with their IT providers to monitor and manage identified security risks. CSBM has leveraged automated alerts and reports for access</p>



	<p><b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.</p>	<p>To identify vulnerabilities CSBM will implement a scheduled risk assessment/gap analysis for both systems and staff members. CSBM's third party IT providers are constantly monitoring different news sources for different emerging attack vectors and vulnerabilities and applying them to CSBM's environment as necessary</p>
	<p><b>Risk Management Strategy (ID.RM):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.</p>	<p>After a scheduled risk assessment as mentioned above, the identified risks will be analyzed and presented to the different stakeholders at CSBM for review. Based off the relative cost/benefit/risk of the different action items, a plan of action will be generated and the necessary parties for adherence will be alerted.</p>
	<p><b>Supply Chain Risk Management (ID.SC):</b> The organization's priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the processes to identify, assess and manage supply chain risks.</p>	<p><b>ID.SC-1:</b> After a scheduled risk assessment as mentioned above, Cyber supply chain risk management processes are identified, established, assessed, managed, and agreed to by organizational stakeholders  <b>ID.SC-2:</b> Suppliers and third-party partners of information systems, components, and services are identified, prioritized, and assessed using a cyber-supply chain risk assessment process  <b>ID.SC-3:</b> Contracts with suppliers and third-party partners are used to implement appropriate measures designed to meet the objectives of an organization's cybersecurity program and Cyber Supply Chain Risk Management Plan.  <b>ID.SC-4:</b> Suppliers and third-party partners are routinely assessed using audits, test results, or other forms of evaluations to confirm they are meeting their contractual obligations.  <b>ID.SC-5:</b> Response and recovery planning and testing are conducted with suppliers and third-party providers</p>
<p><b>PROTECT (PR)</b></p>	<p><b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.</p>	<p>CSBM has partnered with their third-party IT provider, who has strict On/Off boarding policies in place. Additionally, upon termination of individuals access to all systems and physical access are revoked. Access into CSBM's cyber systems is logged and audited. MFA is utilized for systems that allow for that verification.</p>
	<p><b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.</p>	<p>Upon onboarding of an individual at CSBM, they are required to review CSBM's Information Security Policy as well the PII rider. CSBM will have annual refreshes to their policies and disseminate it amongst the staff for their review and knowledge. CSBM leadership and third-party IT providers are aware of their respective responsibilities</p>





	<p><b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.</p>	<p>CSBM is currently in the process of evaluating their policies of data protection. Currently CSBM is utilizing a PII policy to protect PII. Additionally, CSBM is investing in different technologies to further increase their security. CSBM leverages various cloud-based systems that already need to conform to industry standard security policies, limiting the inherent risk of having in-house systems. The companies CSBM is using are Microsoft, Intuit, Dropbox, and Okta.</p>
	<p><b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.</p>	<p>CSBM has an Information Security Policy that goes in depth for our different systems and protections that are in place. In addition, CSBM's systems are being patched in a regular cadence by their third-party IT provider. Our information store/repository is via Dropbox which maintains their own backup system. We can securely destroy data when necessary and in alignment with governance rules since our data is financial and needs to be legally retained for a period. Our organization is cloud based which for the majority skirts around the necessity for a disaster recovery plan.</p>
	<p><b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.</p>	<p>All local/remote repairs are tracked by our third-party IT provider and can furnish a report upon request. With MFA protections in place, our systems cannot be easily breached/accessed without triggering alerts.</p>
	<p><b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.</p>	<p>Audit/log records are established per best practices from our different cloud providers (Microsoft for O365, Dropbox for Storage). Our Information Security Policy covers the usage of removable media. We do have dual internet providers at our office to provide redundant internet access. Individuals are configured with the least amount of rights based on their role within CSBM.</p>
<p><b>DETECT (DE)</b></p>	<p><b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.</p>	<p>Our third-party IT provider is able to monitor our network usage for any peaks of activity. Additionally, our cloud-based systems have alerts enabled for any suspicious access.</p>
	<p><b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.</p>	<p>Our internal network is very limited in its usage and most of our daily use is cloud based. As previously mentioned above, alerting is turned on for account access and data access auditing. Outlined in the Risk Assessment we will also pursue penetration testing.</p>
	<p><b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained and tested to ensure awareness of anomalous events.</p>	<p>Our third-party IT providers will work with CSBM internal technology stakeholders to communicate the impacts of any detected activities to be concerned about/or vulnerabilities identified.</p>
<p><b>RESPOND (RS)</b></p>	<p><b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.</p>	<p>A yearly review of any processes and procedures will occur between CSBM and their third-party IT provider to see if there are any improvements necessary to the procedures already in place. For any incidents, CSBM receives confirmation that the processes are followed.</p>
	<p><b>Communications (RS.CO):</b> Response</p>	<p>CSBM's Information Security Policy clearly outlines who is to be alerted in the event of a breach and the response needed to be</p>



	activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	taken.
	<b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.	Our IT providers are ready and willing to provide any analysis for any data breaches and have in the past. With their analysis in the past we have been able to identify improvements and execute them.
	<b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	Mitigation is achieved with all the steps laid out above. CSBM is able to reach our third-party IT provider for timely mitigation. In addition to our third-party IT provider, CSBM is able to perform cyber IT admin tasks should the situation require it.
	<b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	With the lessons learned above, CSBM is able to adjust and modify any policies and procedures. This is reviewed with our third-party IT provider on a quarterly basis for a global view.
<b>RECOVER (RC)</b>	<b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	Should recovery of our data systems is necessary, we would work with our cloud based providers who provide extensive version history which allows us to recover quickly.
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	We have identified the issues that recovery can present. We have gone down the cloud based venue due to the recovery options presented.
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	We have a clear business continuity and disaster recovery planned outlined.



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# NEXT STEPS

1. Please read the contract and proposal on the previous pages to ensure you understand all of the details involved with us working together. We believe transparency and understanding are the foundation for a great working relationship.
2. We are committed to finding the best way to work together. If you have any questions or need clarification, please let us know.
3. Once you are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that appears to make the acceptance official.
5. Once we receive notification of your acceptance, we will contact you with next steps and email a copy of the signed contract for your records.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its authorized representative in its name and on its behalf.

Jerima DeWese  
HTCS Board Chairperson  
September 14, 2022



Tel: 212-576-1400  
Fax: 212-576-1414  
www.bdo.com

600 Third Avenue, 3rd Floor  
New York, NY 10016

May 3, 2022

Ms. Jerima DeWese, Chair, Board of Trustees  
Harriet Tubman Charter School  
3565 3<sup>rd</sup> Avenue  
Bronx, NY 10456

Dear Ms. DeWese:

We are pleased to continue as independent auditors for Harriet Tubman Charter School. We look forward to continuing to provide you with the high-quality services you expect from your professional service providers.

Our commitment to delivering superior service means that we strive to demonstrate initiative, anticipate problems, propose solutions, and communicate effectively with you and other members of management throughout the year. In addition, during our audit we will be alert for opportunities to bring insightful and constructive suggestions for improving management information, operating and accounting procedures, and controls.

Attached to this letter is an agreement describing our services. If you have questions about any of the matters discussed in that agreement, please give us a call. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing this letter via the DocuSign link that we provide. Alternatively, if you are receiving hard copies of this engagement letter and DocuSign will not be used, please sign and return to us one of the two enclosed copies. The other copy is for your files.

Again, it is a pleasure for us to continue to serve you. We look forward to many more years of pleasant association with you and Harriet Tubman Charter School.

Very truly yours,

*BDO USA, LLP*

The BDO USA, LLP Client Data Privacy Policy is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at [privacy@bdo.com](mailto:privacy@bdo.com).

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May 3, 2022

Ms. Jerima DeWese, Chair, Board of Trustees  
Harriet Tubman Charter School  
3565 3rd Avenue  
Bronx, NY 10456

Dear Ms. DeWese:

### **Agreement to Provide Services**

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

#### **Objective and Scope of the Audit**

As agreed, BDO USA, LLP ("BDO" or "we") will audit the statement of financial position of Harriet Tubman Charter School (the "School" or "you") as of June 30, 2022 and the related statements of activities, functional expenses, and cash flows for the year then ending, and the related notes to the financial statements. The objectives of our audit 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 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.

Also, the document we submit to you will include a schedule of expenditures of federal awards that will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. Our auditor's report will provide an opinion on such supplementary information in relation to the basic financial statements as a whole.

#### **Responsibilities of BDO**

We will conduct our audit in accordance with GAAS. Note that BDO may utilize personnel from a BDO subsidiary to assist in the audit, but BDO will remain responsible for and supervise all such services. As part of an 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 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 reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from

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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 School's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our 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 the 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 may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our audit will also be conducted in accordance with the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance or UG), [and, if appropriate, in accordance with any state or regulatory audit requirements] and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion and to render the required reports. The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of the federal awards that may have a direct and material effect on each of its major programs. Our procedures will consist of the applicable procedures described in the Office of Management and Budget's (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the School's major programs. As required by the Uniform Guidance, our audit will include tests of transactions related to major federal award programs for compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards. The purpose of these procedures will be to express an opinion on the School's compliance with requirements applicable to major programs in our report on compliance issued pursuant to the Uniform Guidance.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all of your School's transactions for the period. Also, an audit is not designed to detect errors or fraud

or violations of federal statutes and regulations that are immaterial to the financial statements or to major programs. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. We will also include such matters in the reports required for an audit performed under the Uniform Guidance. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

The term “those charged with governance” is defined as the person(s) with responsibility for overseeing the strategic direction of the School and obligations related to the accountability of the School, including overseeing the financial reporting process. For your School, we agree that the audit committee, meets that definition.

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph of this letter when considered in relation to the financial statements as a whole. The objective also includes reporting on the School’s:

- Internal control related to the financial statements and compliance with federal statutes, regulations, and the terms and conditions of the federal awards, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and issuance of an opinion on whether the School complied with federal statutes, regulations, and the terms and conditions of the federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

We will perform tests of controls, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with each direct and material compliance requirement applicable to each of the School’s major federal award programs. However, 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 on internal control issued pursuant to the Uniform Guidance.

We are also responsible for communicating with those charged with governance what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

## **Responsibilities of Management and Identification of the Applicable Financial Reporting Framework**

Our audit will be conducted on the basis that you acknowledge and understand that you have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and relevant to federal award programs that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the School complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other matters, additional information we may request for the purpose of the audit, and unrestricted access to persons within the School from whom the auditor determines it is necessary to obtain audit evidence.

Management is also responsible for preparation of the schedule of federal expenditures of federal awards, including the notes, noncash assistance received and other required information, in accordance with the requirements of the Uniform Guidance. Management is responsible for identifying all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received subsequent to December 26, 2014 in accordance with the audit requirements of the Uniform Guidance. You acknowledge and understand your responsibility for the preparation of all supplementary information, including the schedule of expenditures of federal awards, in accordance with the applicable criteria. Management is responsible for identifying all federal awards received and understanding and complying with the compliance requirements, in accordance with the Uniform Guidance. Management is also responsible for (1) establishing and maintaining effective internal control, including internal control over compliance and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met, (2) compliance with federal statutes, regulations, and the terms and conditions of federal awards, (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements, and (4) ensuring that management and financial information is reliable and properly reported. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the School's files; or otherwise concluding and confirming in a representation letter (as



further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the School agrees, subject to prevailing laws and regulations, to release and indemnify BDO and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "BDO Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the School involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a direct and material effect on the financial statements and/or schedule of expenditures of federal awards. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the School complies with applicable federal statutes, regulations, and the terms and conditions of the federal awards. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of federal statutes, regulations and the terms and conditions of the federal awards, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying to us, previous financial audit attestation engagements, performance audits, or other studies related to our audit objectives. This responsibility includes communicating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

At the conclusion of the engagement, we will complete the appropriate sections of and electronically certify the Data Collection Form that summarizes our audit findings. We will provide a final copy of our reports in a PDF file to your School; however, it is management's responsibility to upload the PDF version of the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) and complete the appropriate sections of the Data Collection Form. Management is responsible for electronically certifying the Data Collection Form and electronically submitting the completed Data Collection Form to the Federal Audit Clearinghouse (FAC). The financial reporting package must be text searchable, unencrypted, and unlocked to

be accepted by the FAC. The Data Collection Form and the reporting package must be submitted electronically within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the oversight agency for audit. Both BDO and management are responsible for ensuring that in their respective parts of the reporting package there is no protected personally identifiable information. We understand that we must make copies of the Data Collection Form and reporting package available for public inspection.

### **Expected Form and Content of the Auditor's Report**

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements or the Uniform Guidance compliance, we will discuss this with you. It is possible, that because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

The reports on internal control and compliance will each include a statement that the purpose of these reports is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of *Government Auditing Standards* (GAS) and the Uniform Guidance and are not suitable for any other purpose.

### **Termination**

Upon notice to the School, BDO may terminate this Agreement if BDO reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the School agrees to compensate BDO for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

### **Client Continuance Matters**

BDO is retaining the School as a client in reliance on information obtained during the course of our client continuance procedures. Marc Taub has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the School's financial statements.

### **Email Communication**

BDO disclaims and waives, and you release the BDO Group from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by BDO in connection with the services we are being engaged to perform under this Agreement.

### **External Computing Options**

If, at the School's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the School acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the BDO Group disclaims and the School agrees to release the BDO Group from, and indemnify the BDO Group for, all liability arising out of or related to the use of such External Computing Options.

### **Use of BDO Advantage Extraction Scripts or Services**

With your approval, BDO may use BDO Advantage Extraction Scripts or Services to extract certain general ledger and subledger information from your financial accounting system to facilitate performance of our services. The BDO Advantage Extraction Scripts or Services and all information, content, materials, products (including software), and other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services are provided by BDO on an "as is" and "as available" basis, unless otherwise specified in writing. BDO makes no representations or warranties of any kind, expressed or implied, as to the operation of the BDO Advantage Extraction Scripts or Services, or the information, content, materials, products (including software), or other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services, unless otherwise specified in writing. You expressly agree that your use of the BDO Advantage Extraction Scripts or Services is at your sole risk, and you release the BDO Group from any liability connected therewith. BDO shall not share or sell any of the extracted information to third parties, and BDO shall use such information solely to facilitate performance of the services described in this Agreement.

### **Ownership of Working Papers**

The working papers prepared in conjunction with our audit are the property of BDO, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with BDO's policies, procedures, and applicable laws.

However, pursuant to authority given by law or regulation, we may be requested to make certain working papers available to the School's oversight agency, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such working papers will be provided under the supervision of BDO personnel and at a location designated by BDO. Furthermore, upon request, we may provide photocopies of selected working papers to the aforementioned parties. These parties may intend or decide to distribute the photocopies of

information contained therein to others, including other governmental agencies. If a working paper access request is received from a regulator, we will ask you and the regulator, and any designees, including third party accounting firms, to acknowledge, in writing, the conditions under which we will provide such access; and you agree to provide such written acknowledgment.

#### **Reproduction of Auditor's Report**

If the School plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the School (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

#### **Posting of Auditor's Report and Financial Statements on Your Website**

You agree that, if you plan to post an electronic version of the financial statements and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and auditor's report on your website and the signed version of the financial statements and auditor's report provided to management by BDO. You also agree to indemnify the BDO Group for all claims that may arise from any differences between the electronic and signed versions.

#### **Review of Documents in Connection with Offering of Partnership Interests or Sale of Debt or Other Securities**

The audited financial statements and our report thereon should not be provided or otherwise made available to investors, prospective investors, lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale or exchange of a partnership interest or the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

#### **Availability of Records and Personnel**

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us and that we will have full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

### **Assistance by Your Personnel and Internet Access**

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to School employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the School's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

### **Peer Review Reports**

*Government Auditing Standards* requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

### **Other Services**

We are always available to meet with you and/or other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting your School. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas.

As part of our engagement, we will review the School's Annual Report.

If the School wishes to assert that it complied, in all material respects, with specified laws and regulations, we could perform an engagement in accordance with the American Institute of Certified Public Accountants' attestation standards. The procedures we will perform, as required by GAAS and *Government Auditing Standards*, are more limited than if we were to express an opinion on management's assertions.

### **Independence**

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to your School in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, because BDO incurs great expense in hiring and training its personnel, if you hire one of our personnel who provided services to the School in the immediately preceding 12 months, you agree to pay us a fee of 20% of that individual's annualized base compensation at BDO 90 days from the first day of employment of such individual at the School.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of your School. However, we will provide advice and recommendations to assist management of the School in performing its functions and fulfilling its responsibilities.

The School agrees to perform the following functions in connection with our performance of the (non-attest services):

- a. Make all management decisions and perform all management functions with respect to the non-attest services provided by us.
- b. Assign Jerima DeWese, as Chair of the Board of Trustees, to oversee the non-attest services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the adequacy and results of the non-attest services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The School must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

#### **Limitation of Liability**

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the BDO Group, the BDO Group's liability to the School for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the School to BDO during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the BDO Group), or otherwise. In no event shall the BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

#### **Dispute Resolution Procedure**

Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by

the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the services involved under this Agreement is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of the arbitrators shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement. The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

The School shall bring no Arbitration Claim more than one (1) year following the completion of the services provided under this Agreement to which the Arbitration Claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such Arbitration Claims.

#### Fees

Our charges to the School for the services described above for the year ending June 30, 2022 are expected to be as follows, plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs, which at this time approximates \$10.00 per hour of professional time incurred:

<i>Services to be performed</i>	<i>Annual Fees</i>
Annual audit of the financial statements of Harriet Tubman Charter School (the "School") for the year ended June 30, 2022	\$19,000
Annual audit in accordance with the Uniform Guidance of Harriet Tubman Charter School (the "School") for the year ended June 30, 2022	\$8,000
Meetings with throughout the year to discuss important industry development and strategic issues with management	Included in the above audit fees
Meetings with the Audit Committee to review our audit findings upon completion our audit	Included in the above audit fees
<b>Total Audit Fees</b>	<b>\$27,000</b>

The following is an agreed-upon schedule of billing for the audit:

Prior to commencement of engagement	\$10,000
At start of field work	\$10,000 plus incurred expenses
Prior to issuance of report	Balance plus incurred expenses

This fee is based on the following assumptions:

- Your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested and will utilize our BDO portal to provide us such documents
- Our planned audit timing as agreed upon with you does not change and the client-prepared information and documents are available at the beginning of our fieldwork date(s)
- There will be no significant changes in the internal controls, key personnel, or structure of the School
- There will be no significant changes in critical systems affecting key financial statement accounts (e.g., significant upgrade, systems integration, and/or systems implementation)
- There will be no significant acquisitions or disposals of businesses
- The number of audit adjustments identified will be minimal
- There will not be significant amendments to the School's debt or financing arrangements requiring significant accounting analysis and/or 'debt compliance letters'
- There will not be any unanticipated increases in current operations requiring significant additional audit time

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the FASB and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.



Invoices are payable upon receipt. If we do not receive written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. 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 School 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 with the School, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

#### **Assignment**

BDO shall have the right to assign its rights to perform a portion of the services described above to any of its independent BDO Alliance USA members, member firms of the international BDO network, or unaffiliated third-party contractors (a "Permitted Assignee"). If such assignment is made, the School, agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the School agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, personnel from a BDO subsidiary or Permitted Assignees located in other countries may participate in the services we provide to the School. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the School's home country, we require that all such personnel and Permitted Assignees agree to maintain the confidentiality of the School's confidential information and observe our policies concerning any confidential client information that we provide to them.

The School may not assign this Agreement to another party without our prior written consent.

### Third-Party Use

BDO will perform the professional services provided in connection with this engagement solely for the information and use of the School and the United States Department of Education. BDO does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the School and BDO.

### Confidentiality

Each of the parties hereto shall treat and keep all of the "Confidential Information" (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information that is marked as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party"). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party's professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party's normal back-up data storage procedures. Notwithstanding the foregoing, BDO shall have the right to use the School's Confidential Information in connection with performing BDO's obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from BDO's work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of BDO's obligations of confidentiality hereunder. BDO shall not share or sell any of the de-identified School information to third parties, and shall store such information in such a way that neither the School nor any of the School's staff or customers can be identified.

### **Restricted Federal Data**

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Data. The School shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If the School becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by the School or otherwise in connection with the Services, the School will immediately notify BDO in writing to [regulatedgovtdata@bdo.com](mailto:regulatedgovtdata@bdo.com) and will cease any further transfer of such data unless and until BDO expressly agrees in writing. The School will fully cooperate with BDO in the investigation of and response to any known or suspected Restricted Data that the School has disclosed to BDO notwithstanding the foregoing. The School further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

### **Licensing Representation**

To the extent necessary for BDO to perform its obligations described herein, the School represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow BDO and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the School under the School’s third-party services contracts, licenses, or other contracts granting the School the right to access, use, or receive services or software (each a “Licensing Representation”). Upon BDO’s request, the School will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The School hereby releases the BDO Group from, and indemnifies the BDO Group for, all claims and liabilities resulting from: (i) BDO’s reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by BDO.

### **Miscellaneous**

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. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the School. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the School hereby authorizes BDO to participate in such confirmation processes, including through the third party's website (e.g., by entering the School's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the BDO Group shall have no liability in connection therewith.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, Public Company Accounting Oversight Board, and *Government Auditing Standards*), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The School's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the School and any School subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

\* \* \* \* \*

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

*BDO USA, LLP*

Acknowledged:

HARRIET TUBMAN CHARTER SCHOOL

By: *Jerima DeWese*  
Jerima DeWese, Chair, Board of Trustees

Date: 5/24/22



Tel: 212-576-1400  
Fax: 212-576-1414  
www.bdo.com

600 Third Avenue, 3rd Floor  
New York, NY 10016

May 19, 2022

Jerima DeWese, Chair, Board of Trustees  
Harriet Tubman Charter School  
3565 3rd Avenue  
Bronx, NY 10456

**Re: Statement of Work - Related to the Agreement and Terms and Conditions Dated March 19, 2021 as Entered Into With Harriet Tubman Charter School**

Dear Ms. DeWese:

This Statement of Work ("SOW") is provided to **Harriet Tubman Charter School** ("Client" or "Company" or "you") for tax services.

Client acknowledges that Client previously executed a letter dated March 19, 2021 and accompanying Terms and Conditions (collectively, the "Master Terms") which are incorporated by reference into this SOW. The Master Terms along with this SOW, constitute the agreement ("Agreement") between BDO USA, LLP ("BDO" or "we") and Client.

To the extent there is any conflict or inconsistency between the Master Terms and any SOW, unless otherwise agreed to in writing, the Master Terms shall prevail.

The SOW is effective on May 19, 2022. Any term or condition incorporated into this SOW that is an addition to the terms and conditions contained in the Master Terms applies only to the services (described below) provided under this SOW.

**Scope of Services**

BDO agrees to provide the tax services as described below. We understand that Client will be responsible for the preparation of any required filings not specifically listed below.

<u>Form Number</u>	<u>Form Title</u>
<u>Harriet Tubman Charter School</u>	
<u>Tax Year Ending 6/30/2022</u>	
<u>Federal Form 990</u>	<u>Return of Organization Exempt from Income Tax</u>

With respect to the listed returns, BDO will perform the following procedures:

- We will prepare, from information you provide for the School, the School's Internal Revenue Service ("IRS") Form 990 (the "Returns") for the year ended June 30, 2022. The tax returns will be prepared from your accounting records with such adjustments as are consistent with your tax accounting method. Adjustments, if any, will be based upon your books and records and other documents you submit to us and representations you make. This engagement pertains only to the year ended June 30, 2022 and our

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

responsibility does not include preparation of any other tax returns that may be due to any other taxing authority, unless agreed to under a separate engagement letter.

- We may answer inquiries on specific tax matters, including tax planning. Any tax advice upon which you are to rely will be written and supersedes any verbal discussions with us on the issue. It may be necessary to disclose tax return positions in the Returns and, if so, we will review these with you. Certain communications involving tax advice are privileged and not subject to disclosure to the IRS. To protect this right to privileged communication, please consult with us or your attorney prior to disclosure.
- We will perform reasonable research to support positions taken during the preparation of the Returns, and will resolve application of tax rule questions in the School's favor, as long as there is reasonable justification for doing so. However, the Returns are subject to review and adjustment by taxing authorities. Any items resolved against the School by an examining agent are subject to certain rights of appeal.

Any service not specifically described in this SOW is outside the scope of this Agreement.

### **Independence**

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with Client with respect to the Services described in this SOW. Prior to performing such Services, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the School. However, we will provide advice and recommendations to assist management of the School in performing its functions and fulfilling its responsibilities.

The School agrees to perform the following functions in connection with our performance of our Services work:

1. Make all management decisions and perform all management functions with respect to the Services performed by us.
2. Assign Jerima DeWese, as the Chair of the Board of Trustees, to oversee the Services performed, and evaluate the adequacy and results of the Services.
3. Accept responsibility for the results of the Services performed.

We, in our professional judgment, reserve the right to refuse to perform any procedures or take any action that could be construed as making management decisions or performing management functions. The School must make all decisions with regard to our recommendations. By signing this Agreement, Client acknowledges your acceptance of these responsibilities.

If our Services include representation of the School before tax authorities, we may provide such authorized representation without impairing our independence, provided all decisions are made by the School. We will commit the School to a specific resolution only after we

receive your explicit authorization to do so. We may provide representation before a taxing authority, provided such representation does not include a public forum such as a tax, district or federal court of claims, or equivalent state, local or foreign forum.

**Fee Arrangement**

BDO's fee for Services will be \$3,750. We also will bill you for our reasonable out-of-pocket expenses and our internal charges for certain support activities, which at this time approximates \$10.00 per hour of professional time incurred. Our internal charges include certain flat-rate amounts that reflect an allocation of estimated costs associated with general office services such as computer usage, telephone charges, facsimile transmissions, postage and photocopying.

**Billing Arrangement**

BDO's fees and expenses for the services described above will be billed as follows:

First progress billing	Upon signing of statement of work	\$1,000
Second progress billing	Upon starting 990 preparation	\$1,000 plus incurred expenses
Final billing	Upon delivery of tax returns	\$1,750 plus incurred expenses

If you have any questions pertaining to this SOW, please contact Marc Taub.

\* \* \* \* \*

BDO values your business and looks forward to many years of providing quality professional services to your School.

Very truly yours,

**BDO USA, LLP**


By: BDO USA, LLP  
Name: Marc Taub  
Title: Partner



By signing below, the authorized signatory represents that he/she has power and authority and has obtained all approvals, authorizations, and consents necessary to enter into this Agreement on behalf of the Client set forth below for whom the authorized signatory is executing this Agreement. The authorized signatory represents that this Agreement constitutes the legal, valid, and binding obligation of the Client set forth below for whom the authorized signatory is executing this Agreement and is enforceable against the client in accordance with its terms. Client acknowledges and agrees that the authorized signatory is duly authorized to bind the applicable entities party hereto.

Accepted and Agreed to by:

**Harriet Tubman Charter School**

By:   
Name: Jerima DeWese  
Title: Chair, Board of Trustees

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

**Trustee Name:**

Barbara Gailliard Nowell

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**Name of Charter School Education Corporation:**

Harriet Tubman Charter School

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

Secretary of the Board  
Chair of the Education Committee  
Member of:  
Governance  
Executive  
Personnel  
Grievance

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**

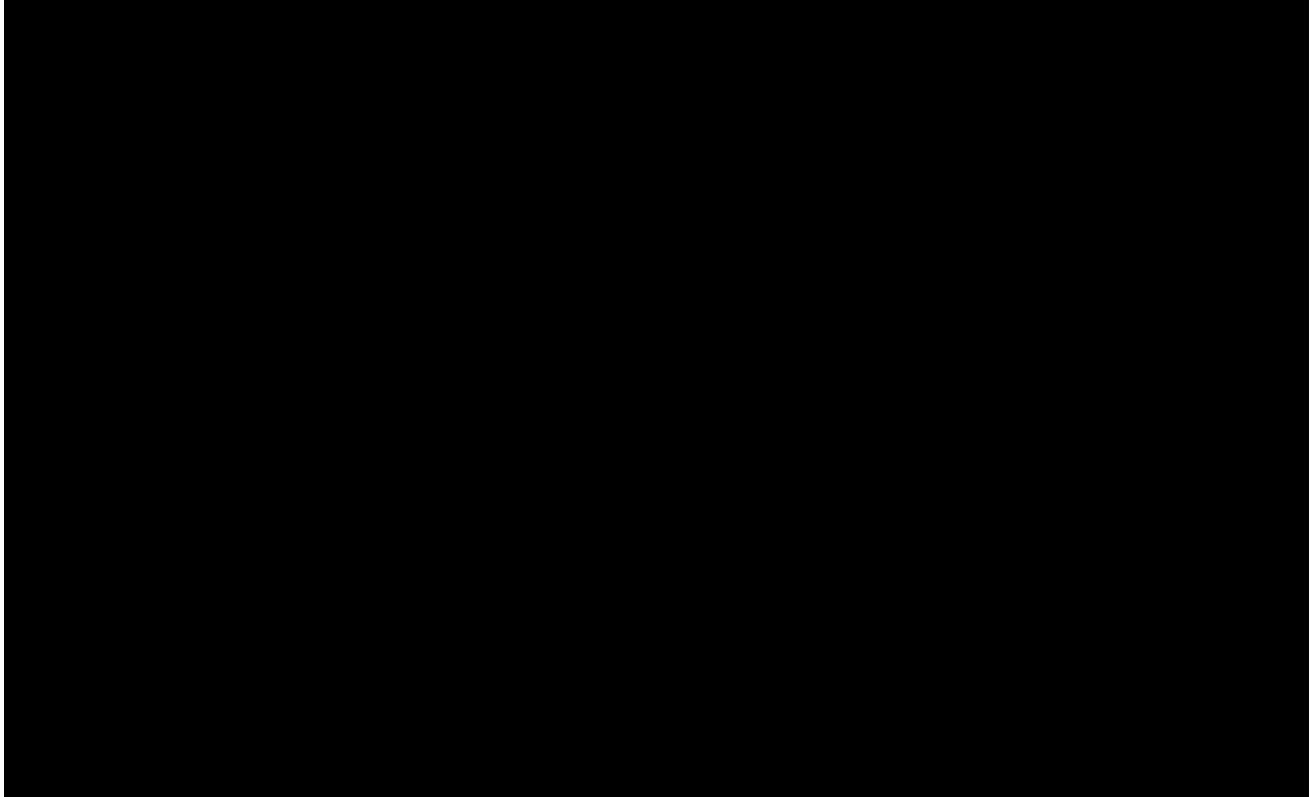
<b>Date(s)</b>	<b>Nature of financial interest / transaction</b>	<b>Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)</b>	<b>Name of person holding interest or engaging in transaction and relationship to you</b>

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.*



*Barbara Nowell*

July 28, 2022

---

**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:**

Christa Tilson

---

**Name of Charter School Education Corporation:**

Harriet Tubman 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.).

Trustee  
Member – Education Committee  
Member – Grievance Committee  
Member – Finance and Audit

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.

2. 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.

3. 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.

4. 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.



5. 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**

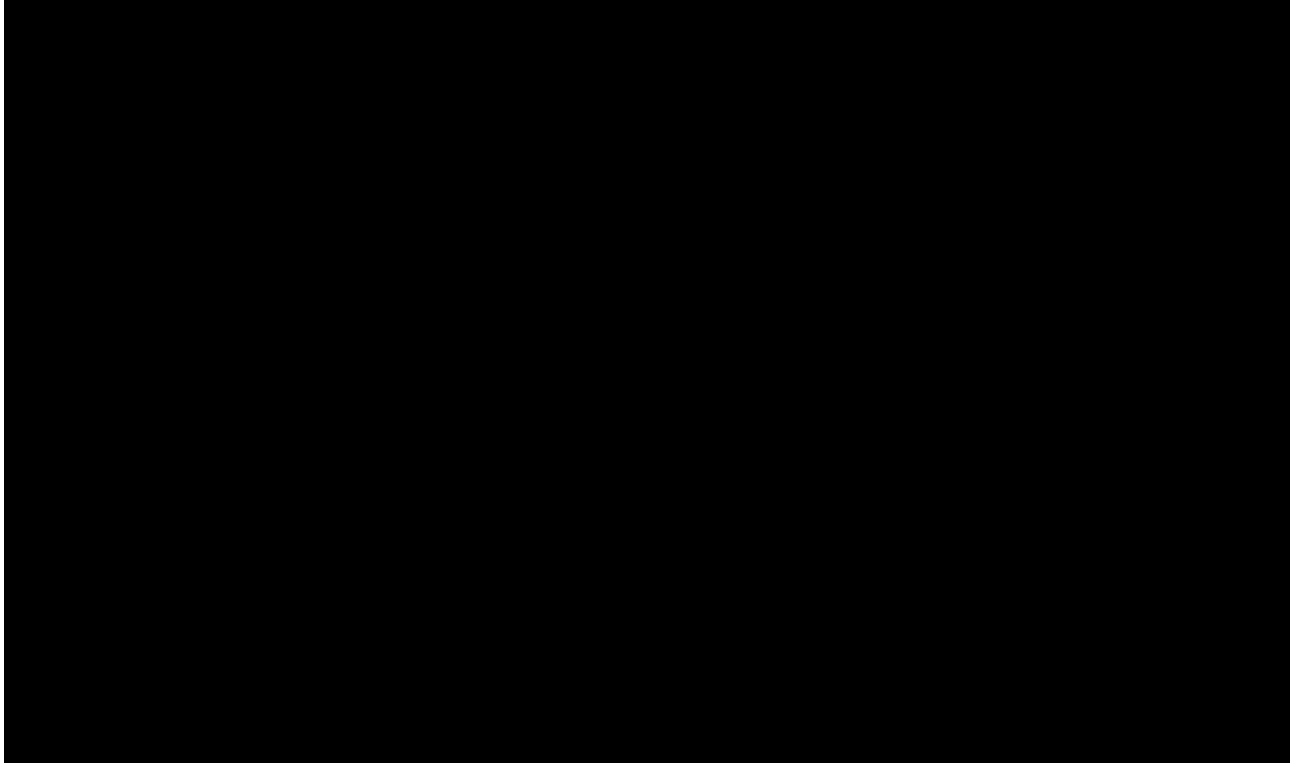
Date(s)	Nature of financial interest / transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you

6. 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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*Christine L. Latham* July 28, 2022  
**Signature** **Date**

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*last revised 04/2022*

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

**Trustee Name:**

Mildred McGee

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**Name of Charter School Education Corporation:**

Harriet Tubman 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.).

Trustee  
Member – Education Committee  
Member – Facilities Committee  
Member – Personnel Committee

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.

2. 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.

3. 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.

4. 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.

5. 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**

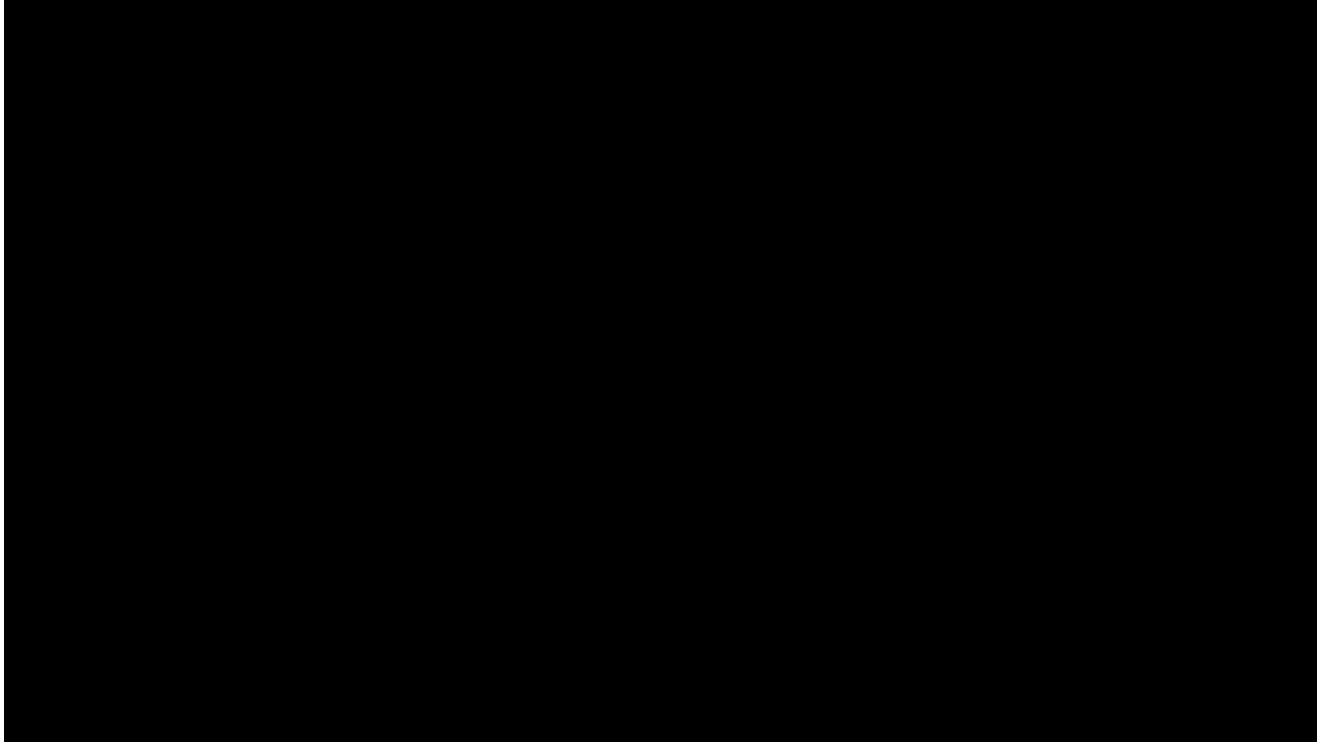
Date(s)	Nature of financial interest / transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you

6. 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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*Maddie E. McHale*

July 28, 2022

**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:**

Kinanda Williams Murray

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**Name of Charter School Education Corporation:**

Harriet Tubman 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.).

Member - Finance Committee

Member - Personnel Committee

Member – Audit Committee

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**

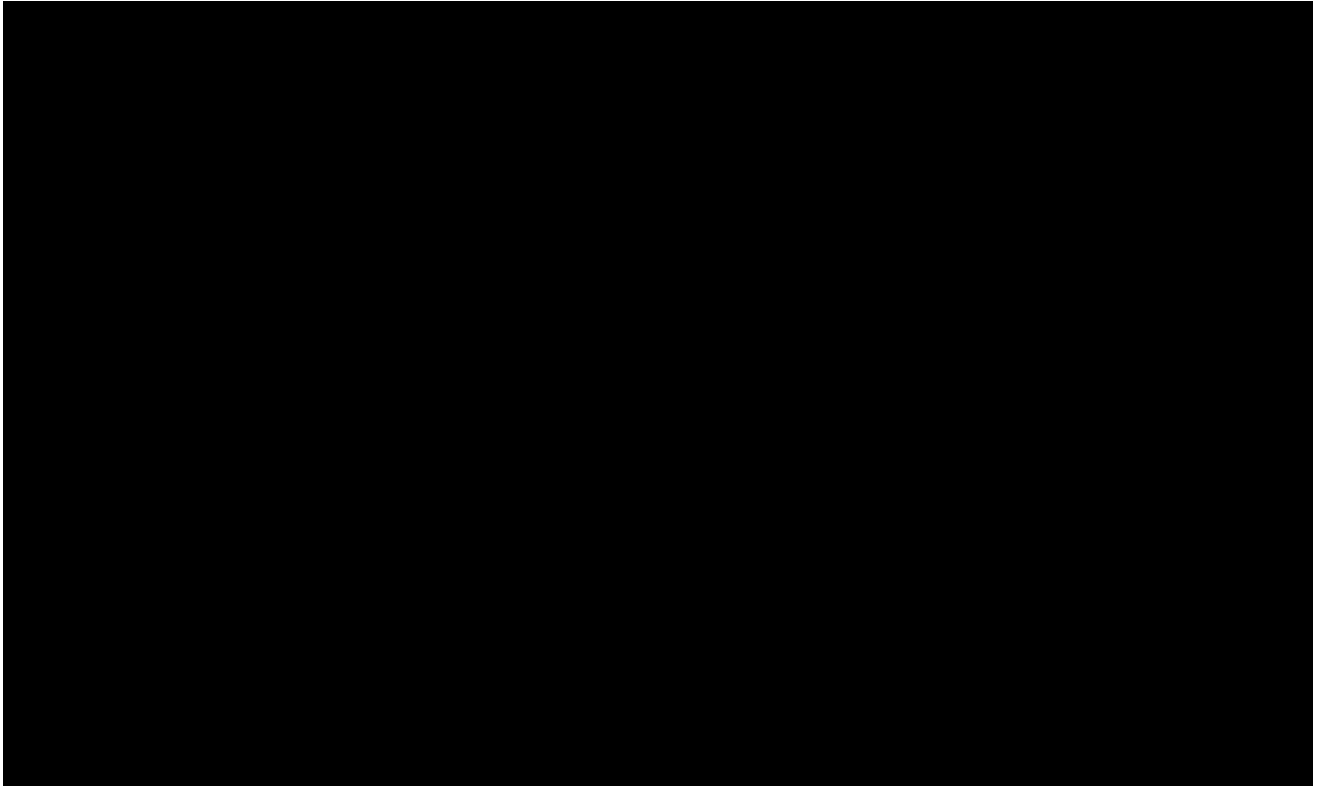
Date(s)	Nature of financial interest / transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you


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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Kinanda Williams-Murray (Jul 26, 2022 14:26 EDT)

7/26/22

**Signature**

**Date**

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*last revised 04/2022*

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

**Trustee Name:**

Rey Allen

---

**Name of Charter School Education Corporation:**

Harriet Tubman 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.)

Board Trustee  
Chair of Facilities Committee  
Chair of Fundraising/Marketing  
Member - Executive Committee  
Member - Education Committee  
Member - Grievance Committee

Are you related, by blood or marriage, to any person employed by the school

Yes  No

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

2. 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.

3. 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.

4. 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.

5. 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**

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

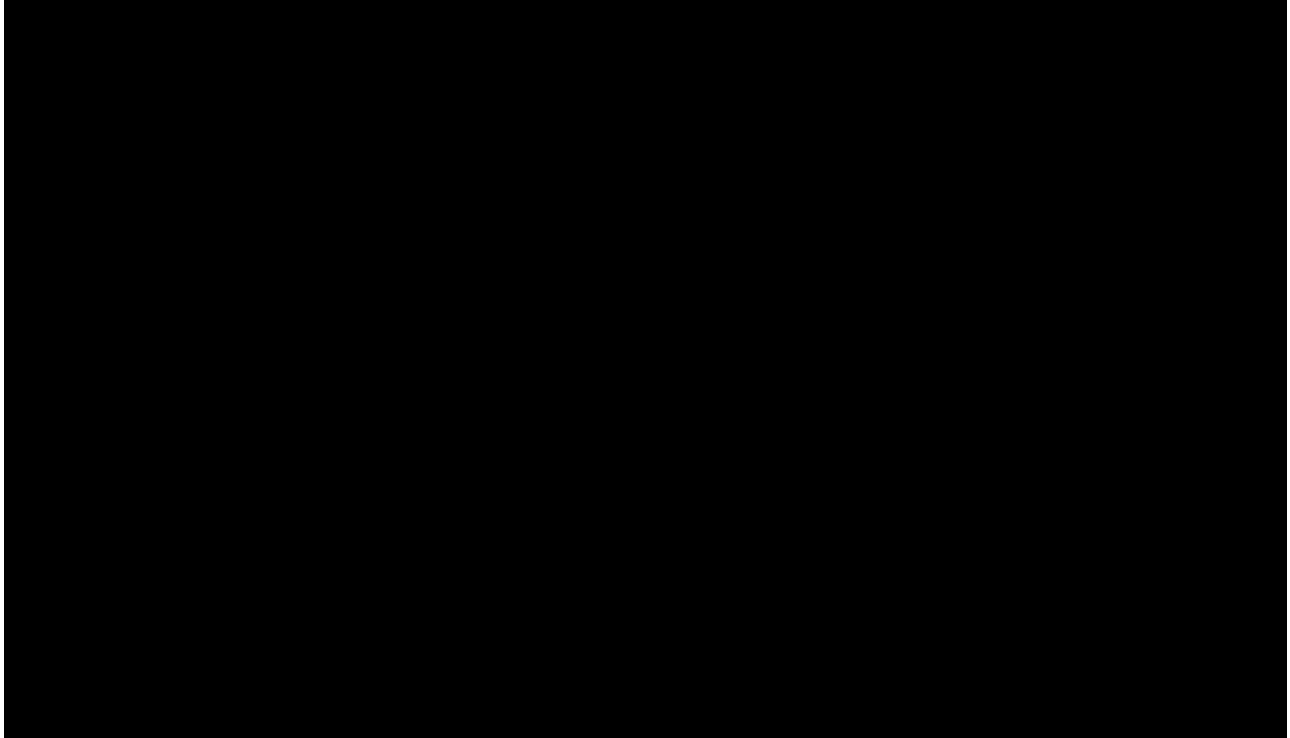


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**None**

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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*Reyallen*

July 28, 2022

**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:**

Marlon Dunbar

---

**Name of Charter School Education Corporation:**

Harriet Tubman 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.)

Board Trustee

Member - Finance and Audit Committee

Member - TBD

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.

2. 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.

3. 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.

4. 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.

5. 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**

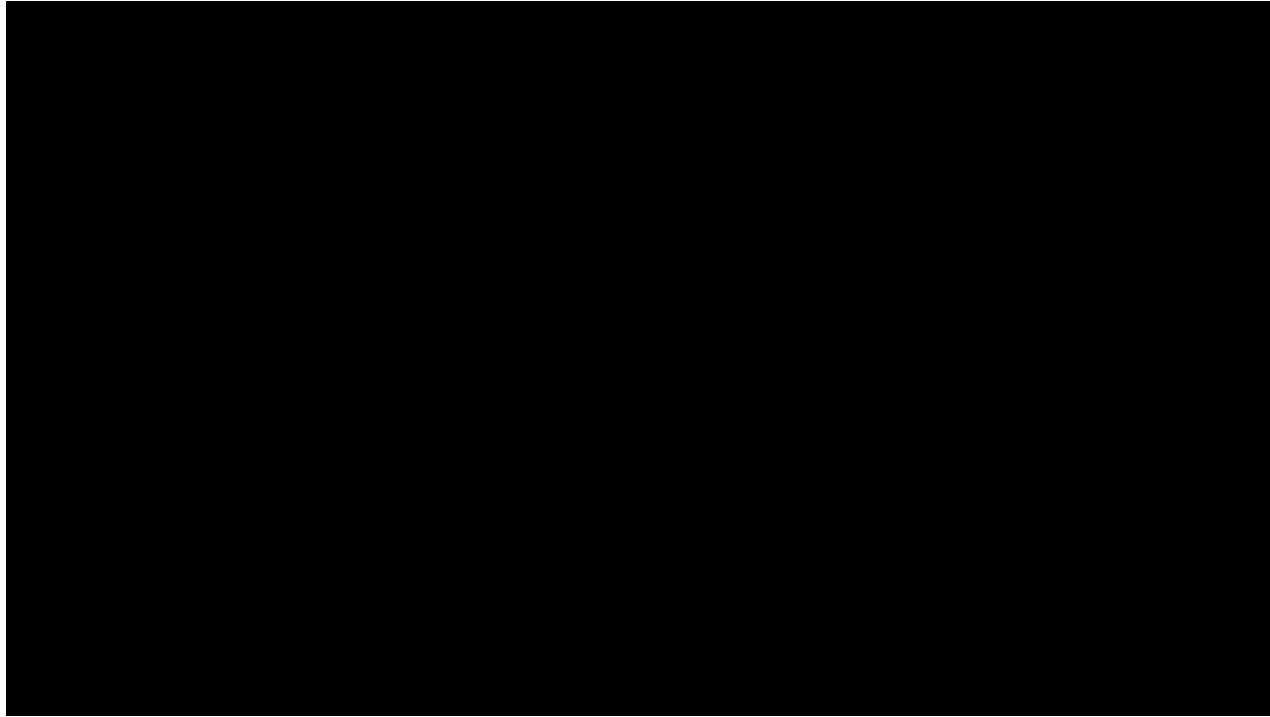
Date(s)	Nature of financial interest / transaction	Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)	Name of person holding interest or engaging in transaction and relationship to you

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**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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Marlon Dunbar July 28, 2022  
**Signature** **Date**

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*last revised 04/2022*

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

**Trustee Name:**

Jerima DeWese

---

**Name of Charter School Education Corporation:**

Harriet Tubman 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.).

Board Chairperson

Officer

Chair - Personnel Committee

Ex officio Member of:

Governance

Executive

Education

Finance/Audit

Grievance

Facilities

Fundraising/Marketing

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.

2. 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.



3. 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.

4. 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.

5. 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**

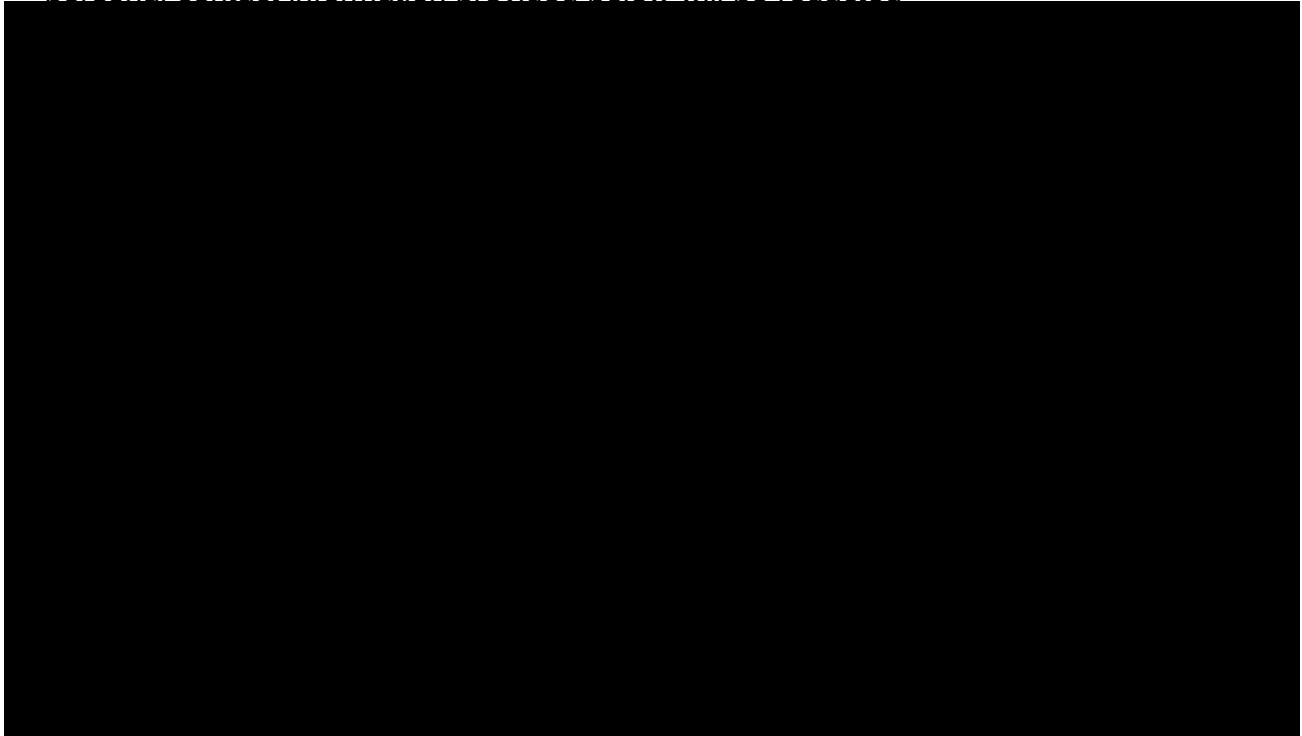
<b>Date(s)</b>	<b>Nature of financial interest / transaction</b>	<b>Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)</b>	<b>Name of person holding interest or engaging in transaction and relationship to you</b>

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**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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July 28, 2022

**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:**

Geraldine Hunter

---

**Name of Charter School Education Corporation:**

Harriet Tubman 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.).

Board Vice Chairperson

Officer

Compliance Officer

Chair - Grievance Committee

Member of:

Governance

Executive

Finance and Audit

Education

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.

2. 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.

3. 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.

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Yes  No

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

5. 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

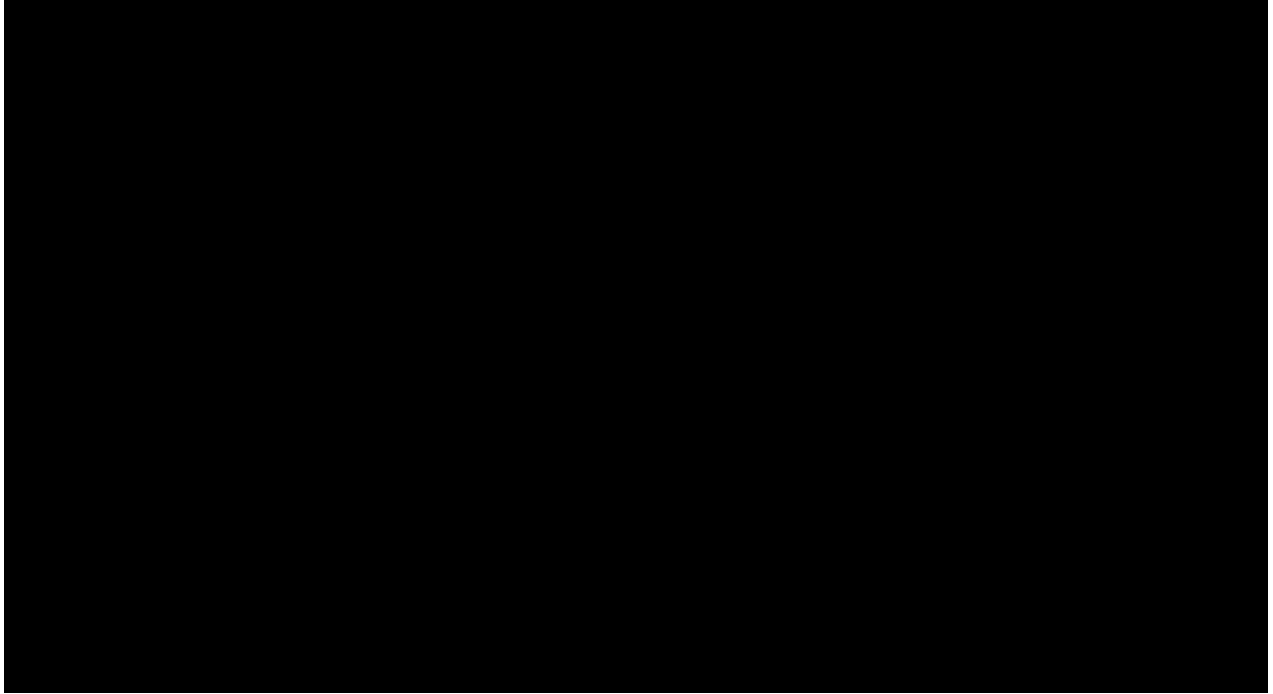
6. Identify each individual, business, corporation, union association, firm, partnership, franchise holding company, joint-stock company, business or real estate trust, non-profit organization, or other organization or group of people doing business with the school(s) operated by the education corporation **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.*

A handwritten signature in cursive script, appearing to read "Geraldine Hunter", is written over a horizontal line.

July 28, 2022

**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:**

Timothy Johnson

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**Name of Charter School Education Corporation:**

Harriet Tubman Charter School

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

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.

I have a cousin in Grade 3 in the Elementary Academy. My 2 daughters just graduated from 8th grade. The benefit is the exceptional education and the positive relationships with staff that are in place to support my family. I also have a voice in the governance of the school.

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**

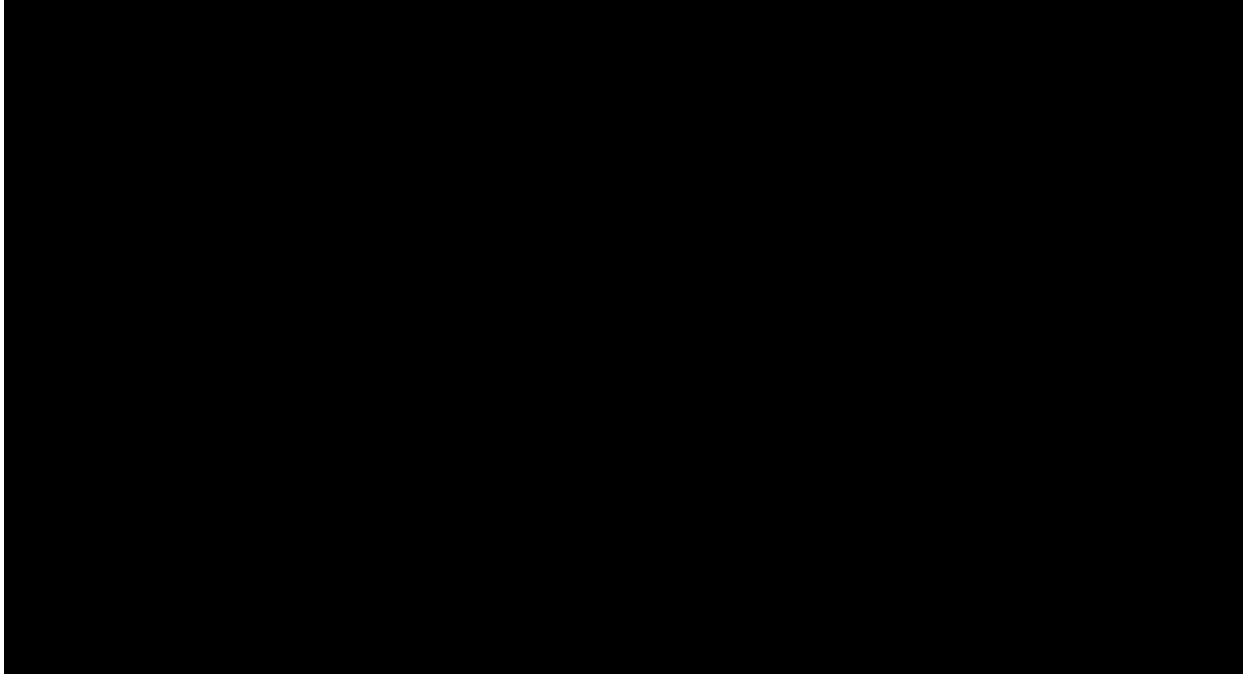
<b>Date(s)</b>	<b>Nature of financial interest / transaction</b>	<b>Steps taken to avoid a conflict of interest, (e.g., did not vote, did not participate in discussion)</b>	<b>Name of person holding interest or engaging in transaction and relationship to you</b>

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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*TJ Jr*

July 30, 2022

**Signature**

**Date**

Acceptable signature formats include:

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

*last revised 04/2022*

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting (Zoom) July 7, 2021

#### In Attendance

##### Trustees:

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Kinanda Williams Murray

##### HTCS Staff

Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations

##### Others

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

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Chairperson DeWese opened the meeting at 6:00 PM

#### Consensus items

**Moved:** to accept the agenda

**Made by:** Trustee Williams-Murray

**Seconded by:** Chair DeWese

**Action:** Carried unanimously

**Moved:** to accept June minutes

**Made by:** Trustee McGee

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

### Governance Report – Chairperson DeWese

Chair DeWese informed the attendees that the content of the Governance Report will be shared in Executive Session due to strategic nature of governance issues that fall under the purview of the Board of Trustees.

### Finance and Audit Committee Report – Leslie Roper Thomas, CSBM

#### Review of the 2021-2020 Proposed Budget

- Per pupil this year was \$16,123. Next year it will be \$16,844.
- Enrollment assumption is 640 students; SPED is 24 students
- Increase in the per-pupil tuition for next year is generating about \$1 million increase over revenue compared to last year.

- Federal grants – the ESSA 1 grant came in around \$300K and not the full \$338K. A portion of these funds come from the CSP COVID grant. We did not use all of this federal grant money, so we're carrying over funds of that grant. That gives us the revenue base.
- That equals a revenue base of approximately \$12.5 million for next year.

#### **Increased Expenses**

- Expenses for the total full year include a 7% increase in salaries, included are stipends and bonuses. ESSA grant is a reimbursable grant that we're carrying over is associated expenses.
- We also have payroll taxes, that is social security and Medicaid. Health benefits are expected to increase from last year.
- There is also an increase in teacher retirement contributions.
- With professional services and contracts, additional expenses for the auditors, legal, substitute services, and professional contracted services that include security force for both schools.
- Schools will be open full time at the start of September, so expenditures for next year will increase.
- Expenses will increase since we will be serving students breakfast and lunch again.
- Office supplies will be the same as the previous year,
- Non-capitalized expenses include a new copier machine and additional equipment purchases, additional expenses for instruction, and \$65,000 in advertising expenses for recruitment and \$7,600 student recruitment and marketing.
- Travel is about \$3,250, fundraising expenses of \$5,000
- \$110,000 is for general insurance
- We have built in an increase of 5% for the EA building
- Until we finalize the JA lease there is just a placeholder
- Average monthly bill for Con Edison and gas and electric of about \$16,000 a month.
- Property taxes included a slight increase of about 1% based on what we're paying right now.
- We have budgeted \$100,000 for the fire alarm system
- We are currently in negotiation for two leases and waiting for numbers regarding the work that is being done in the facilities.
- Board development line will be increased to \$7,500
- Trustee recommended that we should not go below \$115K
- Budget will need to show assumptions and cost breakdown for Board expenses at CSO's request

**Motion:** that the HTCS budget for school year 2021-22 Budget be approved

**Made by:** Trustee Hunter

**Seconded by:** Trustee Nowell

**Action:** Motion passed unanimously

- With regard to the 2020-21 budget, revenue and expenses were presented.
- Net income will end this year with a cash carry over into next year.
- There will be a huge expense for the JA building that needs to be subtracted from this numbers. The \$940K is just estimate because at least \$400k or more is for the JA building
- Leasehold improvements or any capital improvements to the building fall on the balance sheet as a depreciation expense, amortized and paid for over time. It's not in the P&L because it is part of depreciation and amortization. The overall cost will be paid for over the life of the lease. If the lease is going to be five years, it will be split out over five years. The full \$400K won't hit all at once in this year's numbers.
- The large carryover is only because expenditures were far less than projected due to the shutdown. This normally wouldn't happen in a normal year.



## Education Committee Report – Trustee Nowell

- Trustee Nowell thanked the administrators, the staff, and her colleagues on the Board for moving forward successfully this school year. There were so many challenges, but there were so many victories as well.
- **Students Receive Special Recognition**

Eighth grade students were accepted into the Discovery Program that allows them to participate in a prep for specialized high schools. Also, about twelve 7<sup>th</sup> graders were accepted into the Dream Program, which is a seventh-grade preliminary preparation for specialized high schools. Children of color entering New York specialized high schools is approximately 2% so we should be proud of HTCS students.

STEAM IN THE GAME Tech e-camp is the weekend of June 10<sup>th</sup>.  
It is a national competitive and gaming program with tech mentors. One of our HTCS 7th grade students won top prize. Congratulations to students, teachers, and families.
- **Summer School**

Trustee Nowell and Trustee and Allen visited the EA program. Students were on task, the environment was very, very pleasant. They viewed staff members who were working diligently. Instruction was ongoing. There were classes that had a few students and others were at maximum enrollment. Thank you very much to Mr. Maniotis and Ms. Yarber for implementing the summer school program.

Ms. Yarber explained the Board wanted smaller class settings for 5<sup>th</sup> and 6<sup>th</sup> as those are focus grades. Those classes were split in half, hence the smaller numbers. We called parents and more students will be coming tomorrow through Friday.
- Virtual graduations were held. Awards were presented. Trustee Nowell sent out a letter of commendation to the staff and students. Ms. D’Breu was thanked for her leadership in this event and for a job well done.

## Facilities Committee Report – Trustee Allen

- Trustee Allen reported that he visited the JA. Reports from the architect show HTCS is in compliance. Cafeteria tiles have been fixed. Lockers have been moved and they have installed new water fountains. Thanked Mr. Taylor, Ms. Yarber for the tireless work being done.
- Rails have been put up on the outside steps and steps have been repaired.
- 32 new fire stations are in place even though the original drawing only called for 4-10. They just have to be inspected now as the last clearance.
- Five egress doors are in place.
- Step by Mr. Person’s office is cracked and will be fixed.
- Asbestos is all removed.
- Air filtration systems are in.
- Spoke to Mr. Seely, the chief construction engineer. He definitely feels all work will be finished in the month by mid-July. Once cleanup is complete, the JA would definitely be ready in September for instruction.
- There was much discussion around safety boxes due and if students will be tempted to pull them. Mr. Taylor reminded the Board that fire boxes need to be readily available to any person that sees smoke or fire. Students are knowledgeable on how to use them and know there is great consequence should they enabled them or activated.
- Dr. Smith stated students should be trained on the process and be aware of the urgency and the emergency, the seriousness of the fire alarms.
- Mr. Taylor stated that if they were covered, they may not pass inspection. As for the students, safety officers/security officers and cameras are available throughout the building, as well as cameras. Students know we can see them.

- It was suggested that we make fire safety a topic of Town Hall meetings, or in student assemblies.
- Mr. Taylor reminded everyone that there has only been 1 false alarm pulled by a Kindergartner. Fire alarms have always been “exposed.”

### **Fire Inspection**

- The New York Fire Department (NYFD) will come and clear the permits. Once permits are cleared, it triggers the DOB certification.
- Chair DeWese noted that for CSO approval to open, our architect and legal counsel will certify that the work has been done. The letter of completion from the architect will suffice for compliance needs.

### **The EA Playground**

- The playground has been removed and will be resurfaced over. No plans to reinstall since work may begin next year on expanding the EA facility.
- Intense discussion ensued on not having a playground.

There is the community use issue, how often the EA students use the playground, the optics to parents about not having a playground and how it could impact enrollment.

Mr. Maniotis, as the EA Academy Director, pointed out how it looks to just pave over the playground and have no repurposing for it. To not have a playground, especially for the K-2 students, is unsettling as a parent and administrator, and a disappointment for the students. The Chair asked Trustee Allen and Mr. Taylor if they had investigated the price. It could run anywhere between \$60K to \$100K.

Chair DeWese raised the point that it would directly impact recruitment and retention of families. She asked the Facility Chair to get real estimates or quotes or confirmation from Mr. Sealy to find out what actual cost would look like.

Trustee Williams-Murray also stated that that EA playground is the only safe one in the area and as a parent as well would advocate for it too.

Mr. Taylor suggested configuring the fencing better so that it would protect the school and the parking lot, yet leave the fence and the playground open.

Chair DeWese also suggested that since HTCS is in the poorest district in NYC, the Fundraising Committee should look into a lower cost or even sponsorship. We have new senators and new politicians in the area. In the short term, she suggested that the Finance & Audit Committee look for funds in the budget and the Fundraising Committee look for ways to get outside contributions how we're reimbursed for it.

It's a direct return of investment for us to re-install the playground. It helps with recruitment and retention if we are comparable to competing institutions.

It pays for itself if we add as little as 4 more students to enrollment.

**Motion:** to move forward to install a new playground in the Elementary Academy

**Made by:** Trustee Nowell

**Seconded by:** Trustee Allen

**Action:** Carried unanimously.

### **Fencing**

- The fence is on the agenda of things to do EA this summer. Mr. Taylor will have the engineer pause that so when we get the playground installed, we can see what the best accesses are.
- Trustee Williams-Murray asked if the playground is only open during school hours. Mr. Taylor said there was a 10-year agreement to allow public access, but that agreement has expired.

### **Capital Grant**

- Ms. Roper-Thomas asked about the money that has promised from the City Council Capital Fund to purchase the Smartboards. Could we reach out to the same grant writer to see if we could

reappropriate? She is aware that grants are written for certain things at certain times, but could funds may be used for the playground.

- Trustee Allen will reach out to the grant writer, and will do research to see who, what organization or persons would fund it. Or we can have the grant writer rewrite the grant or do a new one.

### Grievance Report – Academy Directors

- In Trustee Hunter’s absence, Ms. Yarber and Mr. Maniotis reported no grievances at this time.

### Principal’s Report – Ms. Yarber reporting for Mr. Person

- For enrollment, we are expected to enroll 675 students for the 2020, 2021 school year
- The student enrollment for June 2021 was 614 students.
- Student attendance for June 2021 was 92%.
- Staffing - There are 13 staff members who represent non-HQ status.
- We have 13 staff vacancies: ELA Grade 6, Music JA, Grade 1 Gen Ed, Grade 4 Gen Ed, AIS JA, ELA Grade 5, Grade 5 Math, Grade 5/6 Social Studies, Grade 5/6 Math, Grade 7 Foreign Language, ENL JA, and Grade 5/6 Sped.

**Parent Outreach:** Principal spoke with Mr. Johnson, the parent association president. Majority of the parents are in favor of returning to school in September. Parents want to know if we have a full staff. Town hall Meeting in June topics were Summer School and StepUp Graduation ceremonies.

**Supervision and Administration.** Admin working diligently to ensure that all students are enrolled and ready to attend class. Focused on hiring staff to fill all vacant positions. ADs are monitoring instruction and facilitating PD through the remote learning model. DOO continues to meet with OPs team every Thursday to discuss ongoing concerns and forward planning. Admin has closed out the school year and started preparing for Summer School.

**Professional Development:** Mr. Stevens and Ms. Munoz conducted PD in June on social emotional learning. Mr. Stevens worked with FASSTeam to develop a program for social emotional learning, not only for this summer, but the upcoming school year in September. Social-emotional learning is going to be a major focus when our students return in person.

**Retention:** FASSTeam reviewed retention protocols and student retentions. We have 18 at EA and 19 at JA. Trustee Nowell asked for clarification on criteria used in EA and JA, who is going to summer school and what is their current status right now?

- Mr. Maniotis explained the standards are the same for both academies. The main standards are attending class and turning in work. These students who did not come to class rarely or ever turned in almost no work. While they may attend summer school, there is no promotional criteria attached to it. If you miss 40 to 60 days of school, turn in no work, you can’t make it up in 4 ½ weeks. But we requested they do summer school as part of the retention process.

Chair DeWese asked how this impacts grade level class size as you plan for enrollment for next year. Mr. Maniotis explained they take that into account since retention possibilities are shared very early on with parents. We talk about retention starting in December or January because that's where students will start to show issues. It's a constant process, whether it's attendance or academic issues. There are no surprises in June. The writing is on the wall really by the first marking period. Ms. Irby stated that with the RtI process, teachers know Day 1 who is going to need intervention.

Chair DeWese explained the reason for the question is so that the Board can prepare for any appeals that might surface. Ms. Yarber brought up that there is one appeal from the 8<sup>th</sup> grade. Mr. Taylor had reached out to the family and this student is in the Dominican Republic, and he is not coming to summer school.

**Student Activities, Events, Clubs, and Trips:** Eighth grade students designed their own virtual yearbook. We had a virtual paint night. Virtual step-up ceremonies were held. Kindergarten - June 25th at 11:00

AM, Grade 4 - June 28th at, at 11:00 AM and Grade 8 was June 29th at 1:00 PM. Cap and gown pickup was the week of June 14. Town Hall was on June 24th, and 8<sup>th</sup> Grade Career Day was virtual and was well received by our students.

**The JA Opening:** There have been rumors circulating about the opening of the JA. It is good to hear about the progress that was made. In terms of recruiting, other schools did not compare to what HTCS offered during our remote learning. So hopefully they will come. We have quite a few coming to us from Classical Academy, the new school that just opened not too long ago.

**SWD and ELL/ENL Enrollment:** Dr. Palmeri asked if we know any results from the weighed lottery. Mr. Taylor explained that they won't know until ATS rolls over on the 15th of this month, Then we'll have firm numbers.

We have exhausted all the wait lists for potential recruits. New enrollees are applying now. New applications are given to the Data Owner and the School Secretary who immediately reach out to the family. Both enrolling committees meet with the family via a zoom meeting with the Social Worker, Guidance Counselor, ENL Coordinator, Sped Coordinator, and sometimes the Parent Coordinator. They meet with the incoming family and give the Home Language Survey.

With ENL, we are good. We give the LAB-R or NYSITELL which says we will have strong ELL numbers. And then once ATS rolls over, we'll have visibility to see if children with IEPs. Then I can report numbers.

SWD enrollment must be an on-going part of the Principal or DOO's report for CSO Compliance Issues as per Dr. Palmeri.

## Operations Report – Mr. Taylor

### Facilities

- Work in the JA is complete.
- Work currently being done is what occurs normally in summer and is not related to the LNO.
- Air purifiers are going to be installed in the JA.
- The EA interior painting is complete.

### Human Resources

- Delivery of the offer letters to staff complete.
- Staff were sent offer letters via DocuSign and they were to sign them electronically and return.
- To discuss salary further, 10 people would like to have some sort of conversation about their salary. Some requests are due to changes in certification or degrees. The list will be sent to the Personnel Committee and the Chair.
- Current Vacancies in DOO list:
  - Grade One GenEd (position was never filled last year)
  - Grade Four GenEd (position was never filled last year)
  - Grade Five ELA (New)
  - Grade Six ELA (position was never filled last year)
  - Grade 5/6 Sped (Newly certified HTCS Gen Ed teacher has been asked to consider this position since she would be reteaching her former students)
  - Grade Five Math (Vacancy created with non-return)
  - Grade 5/6 Social Studies (New)
  - Grade Seven Math (New)
  - JA AIS (vacancy second semester last year)
  - JA Music (vacancy second semester last year)
  - JA ENL (New - We have an external candidate)
  - Grade Seven Math (internal candidate who is a TA who has completed certification and going through the process)
  - Grade Four GenEd (We have a candidate, waiting for her background check)

HTCS is using JobTarget, a service that is folded into Paylocity. If you pay a fee and give them a budget, they place ads for you. Last time we paid \$300 and got several applications from ZipRecruiter. They enhance our presence on Indeed and Idealist and at colleges that have boards in NYC.

#### **Insurance**

- Received price quotes for health insurance.
- Got our finalized numbers for property and liability.
- Health quotes will be out later because of October 1st renewal period. Agent is not seeing instances of increased costs in other schools.

#### **Grants**

- Worked with Ms. Roper-Thomas and the CSBM team to finalize the application for the second COVID relief funding, the ESSER grant.

#### **Budget**

- Working with CSBM to finalize the year end numbers for the 2020-21 budget.

#### **Recruitment**

- Social media is working
- Still receiving applications for students even after the closing date. People are going to the school website filling out applications for students.
- Ordered new banners for the front of the building announcing opportunity to enroll.
- Once application is received, the student is registered on the spot. This is helping to quickly confirm enrollment. Most new applicants are children coming from other schools (i.e. Classical and Success Academy which are top schools.
- **(Note: Keep advertising the academic results on the website and in social media!! Ask Dr. Palmeri for help with creating the message)**

#### **Summer School**

- Staff worked hard to get the EA building ready to receive students for summer school. First day back in 15 months and it went relatively well. Only one student wasn't picked up on time.

#### **Supplies and Materials**

- Still doing orders for teachers for their supplies

#### **Audit**

- Received the first request for information from the auditors towards the end of the last month

#### **Technology**

- As part of e-Rate, bandwidth has been increased and tech team is dropping new routers in both buildings. On return to school, there should be no connectivity issues with the increased number of Chrome books in use. This will be ready for September.

#### **Uncertified Teachers**

- Number dropped by 3 this year

### **Old Business**

#### **Family Handbook**

- Trustee Nowell thanked the Family Handbook committee for diligently updating the handbook. Meetings will be ongoing until we complete the project, and then submit it for approval to the CSO.
- Dr. Palmeri will review the final product to ensure formatting is uniform and information is complete.
- Trustee Allen has presented a candidate's name and resume of a potential new candidate for the trustee vacancy. a possibility. His name is Paul Moore who He is an executive of Morrisania Revitalization Corporation, our community partner. All credentials need to be sent to the Board Chair.

All new Trustees cannot be seated until they go through the approved NYSED process which we added to our newly approved By-Laws.

### New Business

#### Communication Protocol

- Dr. Palmeri reported that the Communication Protocol requested by the CSO was submitted on time. We have submitted every required report on time since August 2020. She thanked everyone who has been involved in providing support for these reports.

#### Internet Service Subsidy for Families

- Trustee Williams-Murray reported that the FCC is offering free internet service for parents who have children in school. They just have to apply. It's through the government with a subsidy of \$50 a month. They can apply if they have internet service or not.
- This information was relayed to Mr. Morrero, Parent Coordinator and to should get this posted on the HTCS website and Mr. Johnson, PA President. should alert parents in the Parent Association meeting.  
For COVID relief the government has done it through the FCC. They also can qualify for a free laptop or tablet if they qualify for the program

### Public Comment

- Dr. Smith inquired if the school's budget will be posted. Mr. Taylor explained that when the Annual Report is finalized, part of the report is the budget which will be posted on the HTCS website. In year's prior, there was just a link to the NYSED website that would bring up the Annual Report.
- Going forward, it is required by the NYSED to put the actual PDF document on the website. The budget is not independent, but part of the Annual Report
- The approved budget can be sent out to all Board members, so they could have that in their inbox.
- Dr. Smith, one of our teachers, wanted to mention that he has attended Board meetings in a row and by far, this Board meeting was very productive; a great deal of work was completed, and he really enjoyed being a part of the meeting.

#### Motion to go into Executive Session at 8:04 PM

**Motion by:** Trustee Williams-Murray

**Seconded by:** Trustee Nowell

**Action:** Carried Unanimously

Board returned to public session meeting at 9:10 PM

**Motion:** that this meeting be adjourned at 9:17 PM

**Motion by:** Trustee McGee

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

## Harriet Tubman Charter School

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Junior Academy  
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### Board of Trustees Meeting on Zoom August 3, 2021

#### In Attendance

##### Trustees

Jerima DeWese, Chairperson

Barbara Nowell

Mildred McGee

Rey Allen

Geraldine Hunter

##### HTCS Staff

Jonathan Maniotis, Elementary Academy Director

Felicia Yarber, Junior Academy Director

Cleveland Person, Principal

##### Others

Leslie Roper Thomas, Charter School Business Management

Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

Richard Zayas Esq. – Legal Counsel

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Chairperson DeWese opened the meeting at 6:15 PM.

#### Consensus items

**Moved:** to accept the agenda with the order of presentations be modified so that CSBM can present first

**Made by:** Trustee McGee

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

**Moved** to accept the July 2021 minutes

**Made by:** Trustee Nowell

**Seconded by:** Trustee McGee

**Action:** Carried unanimously

## Finance and Audit Report – Leslie Roper Thomas, CSBM

#### Annual Audit

- Field audit to start on August 16<sup>th</sup>
- Need dates from Finance Committee to meet with auditors to discuss process
- Will need to have all members of Finance Committee present

#### Cash Flow Analysis

- Impacted by the construction being done at the building

- Expenditures will impact balance sheet, fixed assets and how we amortize these funds based on lease negotiation

### Annual Report

- The 2021-22 budget was submitted with the Annual Report

## Governance Report – Chairperson Jerima DeWese-Bowens

### COVID Update

- The Chair has briefed by the DOO and the Principal. It was agreed agree that HTCS follow the most precautionary safe route with regard to COVID-19 response.
- As per the Board’s Chairperson’s email sent to all parties, in light of the CDC guidance, HTCS will continue with masking both indoors and outdoors in terms of it being a protective measure for not only the students, but for our staff and community members as well.
- By Labor Day, there may be legislation or an Executive Order for New York City that in any public space or public outing, people would have to prove vaccination.
- CDC still hasn’t published the guidelines, but to be safe, we need to think about vaccination mandates.
- The Chair is comfortable with saying that we need to require vaccinations, but a protocol will need to be in place whether it is vaccination or weekly testing in addition to having the mask protocol in place.
- Principal Person added the following:
  - It's time to be in school.
  - It’s time to go back in the building with real learning and all of the structures put back into place.
  - The students and staff are used to another type of an environment, and we are now living in a new normal.
  - We have to follow CDC guidelines and do what's best regarding safety for everyone.
  - However, it could come all the way back to remote with hybrid is in the middle, and ultimately remote if we have no choice, but we would all rather be in the building.
- Principal Person agreed with the Chair. Weekly testing has to be in place. We have partnered with a medical agency, an urgent care facility on Webster Avenue HTCS, perhaps providing the following:
  - Webster Avenue can be the connection where someone comes to the school and provides COVID-19 testing for the students.
  - There are staff members who are not going to get vaccinated right now. Some have even said that they'd quit before they get vaccinated. That's how opposed to vaccinations they are.
  - The leadership team decided that we would enforce masking and all of the social distancing that needs to be done.
  - A model classroom has been set up to three feet to see what it looks like. 25 feet is the number we are looking at. With the lockers taken out, 25 feet is a snug, but natural fit.
- The Chair confirmed that ventilation has been installed and we have a large quantity of PPE.
- We also have thermometers, and Mr. Maniotis confirmed we have a freestanding digital temperature scanner that scans the wrist.
- None of the staff have objected to weekly testing.
- If someone tests positive, they will be sent home. They can't come back to school until they get a negative test.



- If someone develops symptoms or they come in feverish, over 100.4 and above, they have to go home. Staff or student and can't come back until they have a PCR negative test. Not a rapid one and quarantine is 10 days. After that, that they get tested again.
- The Elementary Academy Director stated that if the school has more than three separate cases, you have to report it to the Department of Health, and then the Department of Health directs you from there.
- Contact tracing has been put into the school's hands.
  - The school has to contact everyone within 48 hours that would be considered a close contact.
  - The Department of Health will tell you who a close contact would be. Even if it's a sibling, he/she may not be considered a close contact.
  - If you can do all the contact tracing within 48 hours, then you don't have to go to more preventative measures, like remote instruction.
  - For example, if it were a second-grade class, they would go remote, and go through the contact tracing. Regarding how quickly they can come back is dependent upon whatever the Department of Health says. If that teacher is fully vaccinated, they can actually come back to work within 24 hours.
  - The Principal informed the Board that there is a middle school component because students can be vaccinated. If they are vaccinated, they can come back to school and the others have to get tested.
- The Chair suggested identifying the key administrators and who the contact tracer person will be. What part is the nurse is going to play? We have to customize the policy and procedures.
- Principal Person will have that plan developed before the staff reports August 16th. There are some structures in place, but it is changing every day. We will have some structures in place like masking, thermometer testing, what the swabbing will look like. As we get closer to school opening, we will keep trying to adopt the CDC guidelines as soon as they come out.
- The Chair asked that the Principal's or Academy Director's Report give a COVID-19 update at each Board meeting (i.e., 25 positive contact cases for students, 10 for staff)
- HTCS also needs to have this policy written out and available on the HTCS website, especially if we're going to have in-person school.
- Principal Person added that NYC schools follow the NYC DOH guidelines. The nurse also follows the Department of Health's guidelines. The policy should state that the Board wants to go with the most precautionary measure and err on the side of safety and caution for one's health and wellbeing.
- The Principal raised a point of information: if the school can just adopt the CDC Policy. The Chair stated that the school needs to identify people such as the contact tracer person.

**Moved:** that HTCS adopt the CDC or NYC DOH guidelines, with the most precautionary measures to ensure the safety, health and well-being of the staff and students.

**Made by:** Trustee Nowell

**Seconded by:** Chair DeWese

**Action: Motion carried unanimously.**

## Education Committee – Trustee Nowell

### School Calendar

- Dr. Palmeri reminded the Board that the calendar must be approved and uploaded into the Annual Report portal by September 15<sup>th</sup>. The calendar also has to be posted on the school's website.

- Trustee Nowell reported that Juneteenth (June 19<sup>th</sup>) was added to the calendar as a national holiday.
- There are 195 days for teachers and 180 days for students. The minimum days for instruction in New York State is 180 days and our calendar reflects that.
- Snow days were removed because schools now have remote/virtual options.
- Elementary Academy explained that some holidays fluctuate depending on where they fall. For example, the Lunar New Year hasn't been a holiday for 2-3 years, but it is falling on a school day again this year. This also happens sometimes with Yom Kippur or Rosh Hashanah where if they don't fall on a school holiday, they don't count as an absence. Juneteenth is really the only added holiday that will always be off because it's an observed holiday starting this coming year where if it happens on a weekend, you're either observing it on the Friday or observing it on Monday.
- Labor Day is September 6<sup>th</sup> and Rosh Hashanah is the 7<sup>th</sup> and 8<sup>th</sup>. School is starting on September 9<sup>th</sup>.
- Columbus Day is also Indigenous Day on October 11<sup>th</sup>.

**Moved:** to accept the 2021-2022 School Calendar.

**Made by:** Trustee Nowell

**Seconded by:** Trustee Hunter.

**Motion:** Carried unanimously.

- Trustee Nowell presented the Board Calendar
  - HTCS will be closed the first Tuesday in September for Rosh Hashanah so we will move the meeting to the 14<sup>th</sup>.
  - Election Day is Tuesday, November 2<sup>nd</sup>. The staff has professional development, we can have our Annual Business Meeting and it will be remote.
  - The Chair noted that there may be a mandate to go back to in-person meetings.
  - The November 2<sup>nd</sup> Annual Business meeting was moved to November 9<sup>th</sup> because of Election Day.
  - The first Tuesday in February is the Lunar New Year. Meeting moved to February 8<sup>th</sup>.
  - The first meeting for 2022-23 in July is the day immediately following Independence Day, a federal holiday. July 12th is the date of the Board meeting for July.
  - August 2<sup>nd</sup> will be the first Tuesday in August.
  - Madame Chair reminded the Board that they have to vote on the school budget in June of 2022.
  - There are five Town Hall meeting dates, and they are on Thursdays. This doesn't conflict with Board meetings or Board committee meetings. The first Town Hall meeting occurs September the 30th and it is a Meet The Board Night. Trustee Nowell asked everyone to put that on their calendar. The other meetings will be held on November 18th, January 20th, April 7th, and June 5<sup>th</sup>.

**Moved:** to accept the Board Calendar with the revisions for September, November, February, and July. Meeting dates moved to the second Tuesday of the month

**Motion made:** Trustee Nowell

**Seconded by:** Trustee Hunter

**Action:** Carried unanimously

## **New Board Candidates**

- Trustee Allen and Trustee Hunter will each forward the name of a potential new trustee for consideration
- Madame Chair will collect their resumes and resend them out to the Board.
- Madame Chair noted that the process is that they come before the Board and talk about why they're interested. They will hold an interview with them and ask them questions. Then it goes to a vote.
- The “sponsors” should contact the candidates to determine an available date to meet with the trustees.
- 

#### **Facility Update**

- All work listed in the LNO conditions as stated by the DOB for the Franklin Avenue building is now complete.
- The information was submitted to the CSO, and we have some follow up to send to them with regard to submitting the application for the fire alarm installation.
- We are working with the architect and the Archdiocese to connect with the Department of Buildings to make sure that all of the respective inspections and applications are filed and confirmed to solidify the completion of the JA Franklin Avenue LNO work.
- Everything will be in place for HTCS to effectively open for school on September 9, 2021 for both the EA and the JA academies.
- There has been tremendous upgrade work done in both academies.
- With respect to the Franklin Avenue building, all of the upgrade work, the physical upgrade work, and the fire alarm installation work have been completed.
- We are in the final stages to ensure the FDNY will come in to do inspections and will then finalize applications to the Department of Buildings to close the permits for the work that was done in the building.
- Madame Chair reviewed the process.
  - The newly installed fire alarm has to be registered with the Department of Buildings and then inspected by the Fire Department. It's the inspection first, which triggers the DOB coming in to certify the work.
  - The contractor is responsible for submitting the application and the paperwork we receive from Father Stewart at the Archdiocese. Mr. Zayas sent out an email today to those individuals which will trigger the Department of Buildings to come in and close the permits. The architect is responsible for closing the permits. The architect has been notified that the paperwork from Father Stewart at the Archdiocese has been received.
  - The Department of Buildings sends the architect a letter of completion once the permits are closed.
- The TM-1 application was signed by the owner, the Archdiocese. The Archdiocese representative for the owner is Father Stewart. Father Stewart signed that document and brought it to the EA. Mr. Laguda delivered the document to the contractor who designed the fire alarm system (It was Walter Gorman but is now being managed by another person.) This individual will initiate the Fire Department inspection.
- Once the FDNY comes in and does the inspection, the DOB is notified to close the permit.
- This then generates a letter of completion that the architect will receive from the Department of Buildings. All of the documentation then gets submitted to the CSO.

#### **Facility Committee – Trustee Allen**

Facilities report was shared in Governance.

## Principal's Report – Cleveland Person

### School Data

- Enrollment - 614 students
- The attendance for summer school is in 92% as of today.
- We have approximately 230 students in the summer school program. The students are very energetic, happy to be back. They're engaged. They come to school prepared. All of them are in some sort of uniform.

### Students

- Summer School gave us an opportunity to look at what in-person school looks like, to get staff acclimated to practice and procedures so that we can perfect them for September.
- **Staff**  
We are concerned about vacancies. We have eight vacancies. We have the job postings listed in Indeed. We're having difficulty attracting candidates. I have two interviews this week.
- Trustee Nowell recommended ads in the Bronx Times. They are a very proactive organization
- Mr. Person will speak to Mr. Taylor about it. Mr. Taylor also uses Job Share, which automatically links to Indeed and Zip Recruiter.
- Mr. Maniotis stated that Mr. Taylor has talked about this before, and the Bronx Times is not cost-effective.
- Social media should still be focusing on academic results particularly for our subgroups. Mr. Taylor noted that the posts were really working. We won't know until the ATS rolls over how many students we actually recruited for the SWD group. HTCS needs to promote the academic results for SWD and ELL students. Dr. Palmeri can help with that data.
- The more we publicize on social media, the success of our subgroups, that they're outperforming CSD-9 and New York State just as the GenEd students are really helps with recruitment. to advertise that on social media.
- We have gotten students from Classical Academy and Success Academy, which normally are viewed as top performing schools, but parents report they are disappointed in the program.
- Mr. Person stated that the ELL numbers have gone up, moving closer to CSD 9 which is positive.
- Sped remains a challenge.

### Professional Development

- Friday August 20<sup>th</sup> is the day set aside for the Board to address the staff at the end of the first week of training.
- Trustee Hunter may want to speak to the teachers on what is trending in Special Ed, but we're really pushing social, emotional learning and it's becoming a big, main mainstay in our lesson planning. That would be a great entry point.
- Madame Chair will speak to the teachers
- Ms. Yarber will send Trustee Hunter the book that the teachers are reading, "The 16 Habits of Mind" and she can extract something from that to present to the teachers.
- Time is 8:00 to 3:30 with lunch from 11:30 to 12:30.

## Director of Operations' Report – Michael Taylor

- Mr. Maniotis presented for Mr. Taylor.
- Mr. Taylor has been researching the playground rebuild.
- Painting is being done.
- We have PPE.
- Mr. Taylor has also changed the process when parents come in to fill out an application. The office staff is registering them on the spot that has really helped.
- He has two enrollment groups in order to quickly register the students, as in a direct admission process.

### New Business

#### **Family Handbook Committee Update reported by Trustee Nowell**

- Committee members are Trustee Nowell; Trustee McGee; Mr. Timothy Johnson, PA President; Dr. Lerone Smith, JA ELA teacher; Renee Irby JA math teacher. Also, participating are Felicia Yarber, JA Director; and Trustee Hunter.
- The team has worked diligently for weeks and is dedicated to the completion of the handbook. The committee hopes to have a completed version next month.
- Next meeting is on Thursday, the 5th of August.
- The next steps will be a review of selected policies including the Coronavirus Policy. Trustee Hunter will join to review Sped matters, and a review of the uniform policy.
- Trustee Nowell summarized the discussion by saying that the flexibility with the uniforms is acceptable, as long as the students have on some part of the uniform. Regardless, sneakers or sneakers shoes that have the rubberized bottom must be worn for safety reasons.
- With regard to the gym uniforms, Mr. Maniotis stated that parents buy two uniforms (two t-shirts, two sets of sweatpants, maybe one sweatshirt). The main reason parents may not be buying is that they want to see if school's going to open, and they don't want to spend money that they may not need to spend right now.
- Mr. Taylor has brought up the cost of buying uniforms in bulk, but it ends up not being cost-effective. Parents choose to buy directly.
- New students are not going to have gym uniforms until the new order goes through.
- The inventory that we have in the school is usually for those new students who are just starting and didn't have the opportunity to purchase. But we don't have the storage space to buy for the whole school.
- Mr. Marrero, the Parent Coordinator, has been doing all calls weekly reminding parents about the uniforms. It's not really moving like we need it to move and we're getting closer to August 14. Some parents are waiting and with all that is going on right now, they're really not thinking about uniforms right now.
- Mr. Marrero stated that there is definitely a question about whether we're going to open. From what we witnessed at one of the meetings, this is on the parents' minds. They're not going to spend money on something they're not going to use.
- Ms. Yarber stated that news of the Delta variant is also a concern.
- Discussion continued.

**Moved that:** the Board to go into Executive Session to discuss legal matters and contracts

**Made by:** Chairperson DeWese

**Seconded by:** Trustee Nowell

**Motion:** Carried unanimously

Dr. Marlaina Palmeri, Compliance Consultant, was invited to attend the Executive Session.

Executive Session started at 8:22 PM

**Motion:** that the Board return to open session

**Made by:** Trustee Nowell

**Seconded by:** Chair DeWese

**Action:** Motion carried unanimously

**Motion: to adjourn**

**Made by:** Trustee Allen

**Action:** Motion carried unanimously

The meeting was adjourned at 9:10 P.M.

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom

September 14, 2021

#### In Attendance:

##### Trustees

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray

##### HTCS Staff

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations

##### Others

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

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Chairperson DeWese opened the meeting at 6:31 PM but voting issues did not transpire until 7:30 PM as quorum was achieved.

#### Consensus items

##### Moved to accept the agenda as presented by Trustee Nowell

**Made by:** Trustee Allen  
**Seconded by:** Trustee Hunter  
**Action:** Carried unanimously

##### Moved to accept the minutes

**Made by:** Trustee Nowell  
**Seconded by:** Trustee Allen  
**Action:** Carried unanimously

#### Finance and Audit Report – Leslie Roper Thomas, CSBM

- Cash flow was presented

## Revenue

- Revenue was lower than budget
- Due to the lower gen-ed enrollment, but offset by a higher sped enrollment)
- Title grants were higher
- E-rate higher
- We received two grants this year - the ESSER CARES grant and the CSP COVID grant. We're carrying over about \$65,000 of the ESSER grant into the state.
- There is also the ESSER Part II CARE grant, which is already allocated for this year, which is about \$1.3 million.
- We are working on the contract for the ARP grant, which is about \$2.3 million which has a deadline of September 30th.

## Expenses

- Detailed budget expenses and savings were given
- In summary, HTCS ended the year having lower expenses than what was previously budgeted. Thus, we're \$1 million better than budget.
- Cash that was carried over into full year 2022.
- Trustee Dunbar reviewed it from the perspective of the Finance and Audit Committee, and from the financial perspective, both he and Madame Chair approved it.

### **Motion made to approve the 2021-22 contract for Charter School Business Management**

#### **Motion made by Trustee Nowell**

#### **Seconded by Trustee McGee**

#### **Motion carried unanimously**

## **Governance Committee's Report – Chairperson DeWese**

1. Audit Report is ongoing with final submission due by November 1.
2. The Annual Report was submitted by the deadline. We have since received an initial review and evaluation from the CSO Liaison Laura Hill. Dr. Palmeri is coordinating the additional submissions to the CSO, as well as the revision of the DASA Policy for final approval.
3. Mr. Taylor and Mr. Laguda provided the CSO with links to all of the policies that are documented in the Annual Report and placed on the HTCS website.
4. With regard to the LNO, we are in the final stages of approval at the NYC DOB and with the New York Fire Department. We submitted 15 valid certifications of our fire wardens who will be on site at the Junior Academy to ensure that we are in compliance. This allowed us to open on Sept. 9
5. The NYFD came in and inspected both the EA and the JA. The JA was cited for a violation for not registering the newly installed fire alarm system. We have been given 90 days to address that. We spoke to and communicated in writing with the architectural vendor, Walter Gorman, for the fire alarm system to mitigate this violation.
6. We have the inspection certificate for the EA.
7. We have entered into the final stages of the lease negotiation for the Junior Academy, and we should be having final numbers and final execution of the new on or before our business meeting in November.
8. We are coordinating the date for Board Retreat to do our strategic plan.
9. The Trustees have submitted all Principal Evaluation forms. A summary will be sent to all of the trustees and then we will schedule a meeting with our Principal to discuss ideas.
10. We have two potential candidates for the Board. The candidates will present themselves to the Board as part of the interview process. Then we will have to go through the process of submitting the required documents to the CSO in order to approve and seat them.



## Education Committee's Report – Trustee Nowell

### Meeting Date and Time Changes

- Trustee Nowell sent out proposed dates that are generally the week before the Board meeting on Tuesday. Two months need to be changed from the previous schedule.
- April needs to be changed due to the Math and ELA assessment and February because of Spring break.
- Meeting time was also discussed, and it was decided to change the time to 7:00 PM so that people have time after work to get to the meeting.

## Principal's Report – Cleveland Person

### School Data

- Expected enrollment 675
- As of 9/13 we have 615
- SWD students at 62.
- ENL students at 67.
- The attendance is 88%.

### Staffing

- We have 12 instructional vacancies left after filling 11 positions.
- Coincidentally, we lost 2 experienced teachers who are working toward School Building Leader Certification and so they moved to DOE schools. For that reason, we are making the Instructional Coach position a priority (tied to Title funds) and are targeting that position for mid-October.
- 24 new security officers were needed for the EA and JA. 6 returned so 18 hires have been newly trained.
- We've moved people around with school aides becoming Teacher Assistants and TA to teacher. There is almost a 50/50 split, if not more, between veteran and new staff.

### Parents

- Mr. Johnson, the Parent Association president was in front of the JA building on Sept 9<sup>th</sup>, welcoming parents and students back to school. He stated that most of the parents were in favor of returning to school. The parents wanted to know if we have full staff.
- There was a Town Hall meeting on September 7th.

### Opening Week/Day

- Still working diligently to enroll students
- Admin is Focused on hiring and filling the vacant positions.
- Students completed the COVID survey, received a temperature check at the entrance to go into the building to their select designations.
- First day was very hectic, second day was better.
- Staff reported to school at 7:30, took the COVID survey and got a temperature check.
- We are using both entrances which seems to be working. Then they have to go upstairs and sign in.

### Professional Development

- Staff needs to receive PD in many areas related to returning to school such as strengthening instructional practices to continue to deliver solid and meaningful teaching school wide. The goal is to remain one of the highest academic performance schools in the state.
- Mr. Stevens, Ms. Munoz, and Mr. Bedford conducted PD in August.
- ADs conducted PDs with their individual schools.
- FASSTeam focused on social, emotional learning (SEL) practices for the entire staff teaching staff how to address student needs and what should be said, what should be done as first steps in getting the

child to the right person, and training people to put aside their own opinions and instead follow a set of frameworks in helping students deal with their situations.

- The admin team will revisit teamwork and leadership practices for the entire school due to the large turnover in staff and the amount of time that we've been out of school.
- We are also going back to lesson planning since teachers need a refresher as they transition from remote to in school.
- Mr. Person concluded that they have to rebuild staff to capacity and move everybody along because our program is a little complicated. He stated the various needs that new staff members have in adapting to HTCS.
- Extended Day Program will start September 27th for HTCS
- Claremont begins their program on Monday, September 20th. We're meeting with them this week to find out how best to partner

### **Vaccination Mandate**

- A very lengthy detailed discussion ensued. The School Leadership Team and the Board recognized that there are constant changes in guidelines and new coronaviruses are spreading. HTCS will have to have mandatory testing. Protocols must be established for families who arrive from international travel.
- The former plan only mandated testing every week.
- The plan now is that by the 27th, everybody has to have at least their first shot. Then the testing for the staff is optional because of the breakthrough cases.
- Mr. Taylor reported that there were isolated cases so far.
- Mr. Person assured the Board that all safeguards are in place: social distancing, temperature scanners, sanitizer, and air purifiers.
- Mr. Taylor emphasized that there is no policy in place regarding requiring vaccinations. If you disclose to the school that you are vaccinated, you do not have to test. If you are unvaccinated, you have to test. Everybody has to test at least once a week. That is where we are now.
- What DeBlasio has proposed for NYC.
- Ms. Yarber stressed that for those who are vaccinated, once they disclose, they have to understand that they're going to be tested randomly. They still have to be open to testing randomly, even if they're vaccinated because of the breakthrough situations.
- Everybody still has to abide by the masking and those who are not vaccinated have to be tested weekly.
- One of the Trustees asked about proof of vaccination. Mr. Taylor said that it is either the vaccination card they received when they were vaccinated, or they can use their New York State Excelsior Pass.
- Mr. Yarber added that when she attended the meeting in August, the lawyers stated that the school has the right to ask a staff person whether or not they've been vaccinated. However, they have not determined any consequences, But legally, HTCS has the right to ask, but we don't know what consequences there will be.
- **Because there is no HTCS mandate at this time, right now 100% of staff are being tested weekly. The only way you can opt out of the testing is if you disclose that you're vaccinated.**
- Trustee Nowell summarized the discussion to this point. She understood both Trustee Murray's and Mr. Person's points. There must be a written policy, and it is the Board that has to develop a policy and submit it to the school. The policy may vary depending on changes made at the NYS level which might be a caveat. But then the Board will adjust the policy accordingly.
- Mr. Person: We will follow the CDC and DOH guidelines. Those guidelines stated that we would have to test 25% of the students. It was lowered to 10%, but HTCS kept it at 25%.
- Madame Chair stated:
  - In terms of communication and transparency, the guidance needs to be available on the website so that there's no miscommunication about the direction we are taking from the CDC.

- Ms. Yarber stated that she felt if the Board makes the decision to mandate vaccination, HTCS will lose staff.
- **Covigen MedTox Labs Incorporated.**

They collect the forms from the families regarding the students. They come to the EA on Tuesday. They come to the JA on Thursday, starting next week. They do the testing, and they get back to the families within 24 to 72 hours with the results. If it's a positive result, they have to report it to the Department of Health. The Department of Health has to inform the school and then we take it from there.

Covigen has to report the positive cases to the Department of Health. The Department of Health lets us know if there was a positive case and who it was, so that we can follow the procedures set forth by Department of Health in terms of room closures and if the school closing.

- Madam Chair asked Mr. Taylor to work with Mr. Laguda in creating a link or a page on our website that specifically is labeled "COVID-19 Practices at Harriet Tubman Charter School" so that it is documented and present on our website.
- Mr. Taylor:
- There's a document, I'll resend it to you. It's COVID-19 prevention in non-public and charter schools from the New York City Department of Health. That specifies all of this stuff. Vacations, home, physical distancing, wearing a mask, vaccinations, etc.
- As for the extensive document from the New York Department of Health, we want a link on the webpage that lists a bulleted points of what the DOH policy is, with a link or a hyperlink on the page to that comprehensive Department of Health document.
- She also asked Mr. Person and Mr. Taylor to work together on the communication to be sent to the rest of the community, preemptively informing them about the vaccination mandate once we reach a hundred employees and we are fully staffed. This will be reviewed.

### **Junior Academy Report Director's Report – Felicia Yarber**

- August PD involved
  - instructional practices
  - Creating lesson plans
  - Data Analysis and how we use it what it is that we do
  - Formative assessments use for Star 360 and Achieve 3000
  - Technology and how to use it to support instruction
  - Classroom management
  - Danielson's framework
- The Instructional Coach will continue to focus on these topics as well as Higher Learning

### **Elementary Academy Director's Report - Jonathan Maniotis**

- Mr. Maniotis stay on at the Town Hall meeting and answered as many questions as possible,
- The teachers that have been here are in place to help mitigate the vacancies for the short-term, They still understand how we operate, and they are helping the new teachers get "kick-started" with some of the finer details.
- Trustee McGee raised the point that about 7 new teachers have come on board, so it sounds like it's PD training for new teachers. Ms. Yarber confirmed that 50% of our staff members are new. In the case of the 5<sup>th</sup> grade team, everyone is new.

### **Facility and Fundraising Committee Report– Trustee Allen**

A meeting will be scheduled later in the month with a proposed capital vendor.

### **Grievance Committee's Report – Trustee Hunter**

- No grievances to report at this time.

### Benefits

- Open enrollment for benefits opened on September 9<sup>th</sup> and closes on the 17th.
- There was a 3% increase in health insurance only.
- The remaining benefits did not see any increase in dental, vision, short and long-term disability.
- Because of the vaccination mandate, we have to fund employees with time off to get vaccinated, and paid time off if they call out because they have a reaction to the vaccine.
- Of the 89 staff members, 16 have completed it and the last day to do it is Friday. We have to go person to person now and urge them to do the open enrollment for their benefits.
- Ms. Yarber raised the point that because of the open positions, the school is falling below the 100-person threshold, so the costs that the staff may have to pay could increase. Mr. Taylor agreed with her point.

### Facilities

- The hurricane caused water damage in our buildings. But the maintenance vendor was able to take care of it the next day.
- In JA basement at the cafeteria level, water forced a door off the masonry and pushed it halfway across the cafeteria.
- The EA flooded. Water came in underneath the front door and the side entrances, and that was able to be drained out.
- Mr. Taylor has photos of the damage. There was no physical damage in the EA. It was just labor to clean that up. The JA is where the door was torn off. Trustee Allen will look into reimbursement for the damages. Mr. Taylor explained the
- We still have sporadic phone issues in the JA, but that should be cleared up by the end of the week.
- The marquee and the LED boards have arrived. The new one is installed in the EA. The one in the JA is damaged, so we had to return it. We're awaiting the replacement.
- The fence at the EA is almost complete and it makes a world of difference at the EA. We're getting a motorized gate. Once that's done, we'll address the playground.
- The EA phone system is dead and cannot be repaired. We're collaborating with a vendor right now to replace it, but it's 60 to 90 days until they can install. The DOO is trying to save the money and not replace all the wiring.

### The ARP Grant

This is due on the 30th. Dr. Palmeri is working with us on the narrative.

### The Audit

- Ms. Roper Thomas is coordinating the documents that need to be submitted with the Board Chair and Dr. Palmeri.

### COVID Testing

- The COVID testing starts on Monday.
- 100% of the unvaccinated staff gets tested weekly
- 25% of the students who signed the consent form get randomly selected weekly so that we can get 100% of the ones that consent test by the end of the month
- The Student Activities team is working on programs that are COVID compliant.

### Chromebooks

- As per the conversation about internet safety on Chromebooks that we're using both in school and at home. There is a new safety program that keeps children from going on unacceptable sites. The computer turns off and the teacher can control it by class.

- Also, if you're giving someone a history test online, you can stop them from Googling the answers. They're installing that into the Chromebooks as we speak.

### **Enrollment**

- We continue to register students. Since this is the 20th year of Harriet Tubman, we're trying to do something with the students that are with us now for recruitment.
- We're still posting student recruitment ads on social media.
- We've changed the message to include one regarding our Special Education services.

### **Human Resources**

- We are advertising on Indeed, Mercy College, NYU School of Professional Studies, College of Lake County, and Eastern Kentucky University, which are online programs.
- We pay for Job Target Programmatic, which is a fee. It's roughly \$500 a month and they place the ads on places like ZipRecruiter, Monster, etc. We are getting candidates in, but we are still being selective and not desperate. We're not at that point.

### **Retirement Plan Option**

- We still need to get our non-teaching staff into some sort of retirement plan like TIA-CREF because we need a 403(b) because we're a nonprofit. That's the most prevalent one.
- Vanguard is another one that does the 403(b)s. It's just something to think about. In TRS, they would have been fully vested and would have a pension to look forward to when they retire. But right now, they have nothing.

## **Parent Association's Report – Timothy Johnson**

- Mr. Johnson was absent, but Mr. Taylor reported that Mr. Johnson was at the EA on the first day of school and he was actually able to help a parent that was having difficulties purchase a uniform. The next day he was able to provide that family with a uniform for their two children.
- Parents have to order the uniforms within two window dates of ordering.

## **Old and New Business**

### **Family Handbook**

- The Family Handbook Committee received the latest draft, which was dated September 13th. In it, some of the pages were deleted because there are policies that already appear on our website, which were approved. That would shorten the handbook.
- One of the things that the Handbook Committee talked about is technology and that our plans need to be based on newer technology. We need to address our Technology Use Protocol. If it's a major change, Dr. Palmeri said we're going to have to resubmit it to the Charter School Office.
- The Handbook Committee talked about the Uniform Policy, and we said basically it will stay the same. Ms. Yarber mentioned that there was a cut-off dates of August 17<sup>th</sup> and October 1<sup>st</sup>. Is that adequate for the families to get their uniforms?
- Mr. Taylor stated that it has worked that way for years. There are a small number of uniforms on hand that are sold directly to parents, but that's really for children that registered throughout the year. We encourage the students with us from September to buy the uniforms now.
- We open up a second ordering window in and around midwinter recess where if they want to refresh the gym uniform for the remainder of the year and or buy shorts, they can do it at that point in time.
- With regard to affordability, Mr. Taylor stated that part of being a Title I school is that we have to account for children that are in need when it comes to if we have a uniform policy. That's why we have the supply on hand so that if they need the gym uniform, we can do that. We can supply that to a family that goes through the FASST process. Someone on the FASSTeam or the Student Activities Coordinator who manages the uniforms, lets us know who is in need.

- For the dress uniform, we give them a Cookies gift card out of petty cash. It was just I don't have petty cash right now because we just re-opened. That is why Mr. Johnson took care of it so the family could get a uniform right away.
- If a Trustee wishes to contribute, he would text or email the Board a list of where the needs are. said The FASSTeam could help with this. The DOO explained that the greatest student need is more personal in nature like the young girl kits and the young boy kits with a toothbrush, deodorant.

**Vaccine Mandate**

- Dr. Palmeri raised the issue around Biden's mandate, stating that the 100-person rule would not apply to schools since the federal gov't has no jurisdiction over any SEA or LEA. Policies are under the auspices of each state and not the federal government. HTCS is its own LEA in NY state.
- She will research the specific language around this and get back to the Board.

**Motion:** to adjourn the meeting

**Motion by:** Trustee McGee

**Seconded by:** Trustee Allen

**Action:** Motion carried unanimously

Meeting adjourned at 8:30 P.M.

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom October 5, 2021

#### In Attendance:

##### Trustees

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams-Murray  
Timothy Johnson

##### HTCS Staff

Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Cleveland Person, Principal  
Michael Taylor, Director of Operations

##### Others

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

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Chairperson DeWese opened the meeting at 6:14 PM.

##### Consensus items

**Moved** to accept the agenda as presented by Trustee Nowell

**Made by:** Trustee Hunter

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

**Moved** to accept the September 2020 minutes

**Made by:** Trustee Nowell

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

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### Governance Report – Chairperson DeWese

- Annual Audit
- **Facility CAP:** Received confirmation from Laura Hill (CSO Liaison) indicating that once we send her the notification from the DOB regarding the repairs and the construction work that was done over the

summer, as well as registration of our new fire alarm system. Once those items are completed, HTCS will be removed from the Facilities Corrective Action Plan.

- **Fiscal CAP:** Due October 15<sup>th</sup>. Upon receipt from TRS in letter or documentation format, indicating that issues have been resolved with uploading payments, we will then request to be removed from the CAP.
- **Enrollment CAP:** Will need to monitor the SWD and ELL enrollment numbers to reduce the variance between HTCS and CSD 9. *(Need to be sure that we are comparing K-8 vs. K-8 numbers to be a valid comparison.)*
- **Change at CSO:** David Frank, who was the Executive Director of the Charter School Office has resigned and is now the Chief of Staff to the Board of Regents. The Charter School Office will still be reporting to David as part his role, but someone else will be identified as the Executive Director of the Charter School Office.
- **Annual Report:** There are updates that will need to be completed (Disclosure Form – Mr. Johnson).
- **Policies:** The DASA policy was submitted for final review by the CSO. Student Conduct and Discipline Policy will also be resubmitted with the revisions suggested by the CSO.
- **Facility Update:**
  - Over the summer, completed \$525,000 worth of construction in upgrades and renovation
  - Installed a new fire alarm system
  - Addressed all conditions in terms of the LNO

Waiting for the Fire Department to approve our application for the newly installed fire alarm system. Once they approve the application for the newly installed fire alarm system, we can then register the fire alarm system. FDNY will come out and reinspect the building with the newly installed fire alarm system. The DOB will be the final step for full completion done of the LNO.

- **Board Retreat:** Meeting to be held at the end of October. We have to submit our Strategic Plan to the Charter School Office before the end of November.
  - It will be from 10:00 to 3:00.
  - 10:00–11:00: Interview 2 new Board members.
  - 11:00 to Noon: Discussion with School Leadership on Vaccination and COVID Plan
  - Break
  - 12:30-3:00: Strategic Plan Development
  - It was decided to do the Zoom retreat will be held on Saturday October 23.

### Finance and Audit Report – Leslie Roper Thomas, CSBM

- Finance Committee met at 5:00 PM on October 8<sup>th</sup>.
- Full year revenue will be
- Full year revenue is expected to be \$472,080 higher than budget.
- Per pupil expenditures are lower by \$56,846
- Budget is based on 643 GenEd students vs. a budget of 640 students. so that gives HTCS a positive variance for the full year at \$50,532.
- SpEd is higher by one student. The change in the mix of the two SpEd categories puts the budget lower by about \$107,000.
- Current allocations of FAMIS are lower than projected by about \$4,000.
- The ESSER Cares Grant were awarded to HTCS late last year. Items identified to be covered under the ESSER I and a portion of the ESSER II grant amounts to \$533,000 for this year.
- Two federal grants are reimbursable grants which result in \$472,000 above projected revenue because the grants were not part of our original budget.
- Full year expenses higher by \$455,920. Summer school, which was covered by the ESSER II grant, ran over budget.



- Trustee Hunter asked for an explanation.
- Ms. Roper Thomas explained that all of the summer school funds are being covered by the ESSER II grant. These costs are 100% reimbursable which helps the budget. There will be an increase on the revenue side and the costs offset on the expenses side.
- Trustee Hunter wanted to know where the unanticipated cost overruns occurred.
- Regarding Summer School, Mr. Taylor explained:
  - We had more students in the program (175).
  - We added a social worker and a guidance counselor.
  - We had additional people to deliver the food to the students.
  - We increased coverage to two classes per grade.
  - The Board also wanted to have smaller class sizes for the 5th and 6th grade since it was a focus. Grade 3-6 had two classes per grade and Kdg and Grade 1 had one.
- Overall expenses were lower by about \$1.6 million due to closure.
- Per person expenditures were lower by \$446,000 (due to the lower gen-ed enrollment, but offset by a higher Sped enrollment)
- Title grants were higher by roughly \$4,700.
- E-rate higher by \$38,000.
- ESSER CARES grant and the CSP COVID grant carry over about \$65,000. ESSER Part II CARE grant, which is already allocated for this year, is about \$1.3 million.
- The ARP grant is for \$2.3 million. Application will be submitted by September 30th.

#### Expenses

- Higher textbook costs with newly revised curriculum in social studies and science by about \$73,000
- Desk shields were purchased. We may be able to capitalize/amortize them and move them off the P&L to the balance sheet.
- Facility and operations costs higher by roughly \$162,700 due to the painting of the EA and the JA buildings.
- Some electrical work costs (\$15,000) will move to the balance sheet and be capitalized under leasehold improvements.
- Chair DeWese asked about the playground estimates which Mr. Taylor said was about \$40K. which also would be capitalized.

#### Summary

- Full year projected net income is expected to be higher by about \$16,000
- On our cashflow, cash on hand as of August is about 113 days, which is a very good position to be in since it is over 90 days.
- Cash to be carried over into full year 2023 is about \$2.1 million less what is to be spent for the playground.

#### Education Committee – Trustee Hunter for Trustee Nowell

- Discussed the vaccination policy for the teachers and staff, especially with the Delta variant increase.
- The Chair asked for recommendation of terms while we follow and comply with the CDC.
- Should teachers not participate if they were not willing to be vaccinated, and if unwilling, should those not return.

#### Principal Report – Mr. Person

#### School Data

- Expected enrollment 675
- As of 9/13 we have 615

- SWD students at 62.
- ENL students at 67.
- The attendance is 88%.

### **Staffing**

- We have 12 instructional vacancies left after filling 11 positions.
- Lost 2 experienced teachers who are working toward School Building Leader Certification and so they moved to DOE schools. For that reason, we are making the Instructional Coach position a priority (tied to Title funds) and are targeting that position for mid-October.
- 24 new security officers were needed for the EA and JA. Six have returned so the 18 new hires have been trained.
- Moved people around with school aides becoming Teacher Assistants and TA to teacher. There is a 50/50 split, if not more, between veteran and new staff.

### **Parents**

- Mr. Johnson, the Parent Association president at JA building on Sept 9<sup>th</sup>, welcoming parents and students back to school. He stated that most of the parents are in favor of returning to school. The parents want to know if we have full staff.
- There was a Town Hall meeting on September 7th.

### **Opening Week/Day**

- Still working diligently to enroll students
- Admin is focused on hiring and filling the vacant positions.
- Students completed COVID survey, received a temperature check at the entrance to go into the building.
- First day was very hectic, second day was better.
- Staff reported to school at 7:30, took the COVID survey, and got a temperature check.
- We are using both entrances which seems to be working. Then students go upstairs and sign in.

### **Professional Development**

- Staff needs PD in many areas related to returning to school (strengthening instructional practice and delivering meaningful instruction school wide. The goal is to remain one of the highest academic performance schools in the state.
- Mr. Stevens, Ms. Munoz, and Mr. Bedford conducted PD in August.
- ADs conducted PDs with their individual academies.
- FASSTeam focused on social, emotional learning (SEL) practices for the entire staff
  - How to address student needs
  - What should be said, what should be done as first steps in supporting needs
  - Training people to put aside personal opinions and instead follow a set of frameworks in helping students deal with their situations.
- The admin team will revisit teamwork and leadership practices for the entire school due to the large turnover in staff and the amount of time that we've been out of school.
- We are revisiting lesson planning since teachers need a refresher as they transition from remote to in school.
- Mr. Taylor added that, not from an instructional space, people have forgotten how to relate to one another face-to-face.
- Mr. Person concluded that they have to rebuild staff to capacity since our program is complex. New teachers have no tech background, or they haven't been trained to understand what a really good lesson plan looks like, what best practices look like, and how to share best practices. It's like going back to square one for a sizable portion of the staff.

## Extended Day Program

- Will start September 27th for HTCS
- Claremont begins on Monday, September 20th. We're meeting with them this week to find out how best to pair resources.

## Vaccination Mandate

- Mr. Taylor asked if the Board was going to mandate testing for staff since the former plan only mandates testing every week.
- The plan now is that by the September 27th, everybody must have at least their first shot. Then the testing for the staff is optional because of the breakthrough cases.
- Biden's mandate (100 people on staff and receipt of any federal money) is that you have to be vaccinated to work. *(Note from Dr. Palmeri. The federal gov't cannot mandate state policy.)*
- Mr. Person stated that with so many variants, and without mandatory testing, we may have to plan for what remote would look like.
- The CDC regulations are clear, and we will continue to follow them as closely as we can. But we have to decide what to do when we actually have a situation (increased cases of COVID). We have to determine how we respond to that and how we bounce back. This is going to be the critical test.
- Mr. Taylor reported that there were isolated cases so far. Two children had symptoms and they had to get tested but they tested negative. These were EA children returning from the Ivory Coast, and they needed to quarantine for 10 days before coming back to school. They were sent home.
- The JA had one student come back without being tested and he/she has a sibling in the third grade. Need to be mindful of that scenario.
- Mr. Person assured the Board that all safeguards are in place: social distancing, temperature scanners, sanitizer, and air purifiers.
- Mr. Taylor emphasized that there is no policy regarding requiring vaccinations. If you disclose to the school that you are vaccinated, you do not have to test. If you are unvaccinated, you have to test. Everybody has to test at least once a week as it stands now.
- Mr. Person suggested that the Board look at what the CDC and the New York City Department of Health are proposing and develop a mandate to determine how to move forward with these rules. Or the Board may agree to just keep following the CDC and DOH recommendations.
- **This is different than what the NYC DOE is mandating.** The DOE says, by the 27th, everybody working in a NYC DOE school must have at least one shot of Moderna or Pfizer.
- CDC is federal, and their guidelines are not as stringent as what DeBlasio has proposed for NYC.
- Ms. Yarber stressed that for those who are vaccinated, once they disclose, they have to understand that they're going to be tested randomly. They still have to be open to testing randomly, even if they're vaccinated because of the breakthrough situations.
- Everybody still has to abide by the masking and those who are not vaccinated have to be tested weekly.
- Madame Chair stated that we'll be over 100 employees once we reach the 101 threshold for employees. HTCS is an entity that receives federal funding, so we are under the federal mandate that everybody has to be vaccinated.
- One of the Trustees asked about proof of vaccination. Mr. Taylor said that it is either the vaccination card they received when they were vaccinated, or they can use their New York State Excelsior Pass.
- HTCS is not asking for proof because we haven't started the testing.
- Mr. Yarber added that when she attended the meeting in August, the lawyers stated that the school has the right to ask a staff person whether or not they've been vaccinated. However, they have not determined any consequences, But legally, HTCS has the right to ask, but we don't know what consequences there will be.

- **Because there is no HTCS mandate at this time, right now 100% of staff are being tested weekly. The only way you can opt out of the testing is if you disclose that you're vaccinated.**
- Mr. Person clarified that when a directive is established, he needs to be able to say that the Board is providing the direction as to what the school is doing, and then it's his job as principal to enforce it.
- Until the Board is ready, the school will refer to the CDC and the Board of Health, staying in the zone where the school is right now. But at some point, decisions are going to have to be made, with the Board saying, "This is the direction the school is going."
- Trustee Williams Murray felt the school leadership should create a written policy regarding the vaccination and how staff submit proof. Their proposal could be submitted to the Board to approve.
- Mr. Person clarified that the school does not write policy. The school is following the CDC and the New York City Department of Health's guidelines, but there's no Board policy in place.
- Trustee Williams Murray agreed that a written policy is needed so that people have a concrete understanding and direction as to what policy the school is following.
- Trustee Nowell stated she understands both Trustee Murray's and Mr. Person's points. There must be a written policy, and it is the Board has to develop a policy and submit it to the school. The policy may vary depending on changes made at the NYS level. But then the Board can amend the policy accordingly.
- Mr. Person stated he is not suggesting that the Board create a policy today. When it comes time for HTCS to say, "This is what we are doing, and this is the direction that we're going," it should come from the Board. Until that time, follow the CDC and DOH guidelines which state that we test 25% of the students. It was lowered to 10%, but HTCS has kept it at 25%.
- Madame Chair stated:
  - In terms of communication and transparency, the guidance needs to be available on the website so that there's no miscommunication about the direction we are taking from the CDC.
  - There should actually be a link on the website that says, "COVID-19 Practices at Harriet Tubman CS which state:
    - In terms of COVID-19 response at Harriet Tubman Charter School, currently individuals who choose to disclose their vaccination status are not required to be tested.
    - Individuals who have not provided disclosure will be tested every week.
    - HTCS is complying with masking mandates, both indoors and outdoors, as well as social distancing.
    - As an organization that has employee capacity of 100 employees or more and we are an educational entity that receives federal funds, President Biden has issued an executive order that employees much be vaccinated.
- Mr. Person agreed that this needs to be put in writing for the staff to see as we are approaching those numbers. No one could then say, "Oh, I didn't know that." or "I'm surprised."
- Trustee Williams Murray questioned if the Board would be doing something to cause people to leave.
- Ms. Yarber stated that she felt if the Board makes the decision to mandate vaccination, HTCS will lose staff.
- Trustee Nowell asked about the testing contract we have from Covigen MedTox Labs Incorporated. Mr. Taylor explained
  - They collect the forms from the families regarding the students.
  - They come to the EA on Tuesday and the JA on Thursday, starting next week.
  - They do the testing, get back to the families within 24-72 hours with the results.
  - If it's a positive result, they have to report it to the Department of Health.
  - The DOH has to inform the school and then the school must take it from there in terms of room closures and if the school closing.

- Madam Chair asked Mr. Taylor to work with Mr. Laguda in creating a link or a page on our website that specifically is labeled “COVID-19 Practices at Harriet Tubman Charter School” so that it is documented and present on our website.
- Mr. Taylor: confirmed that there is already a document, “COVID-19 Prevention in Non-Public and Charter Schools” from the NYC DOH. It specifies all requirements (what to do at home, physical distancing, wearing a mask, vaccinations, etc.)
- Madame Chair also asked Mr. Person and Mr. Taylor to work together on the communication to be sent to the rest of the community, preemptively informing them about the vaccination mandate once we reach a hundred employees and we are fully staffed.

### Junior Academy Report – Ms. Yarber

- August PD involved
  - instructional practices
  - Creating lesson plans
  - Data Analysis and how we use it what it is that we do
  - Formative assessments use for Star 360 and Achieve 3000
  - Technology and how to use it to support instruction
  - Classroom management
  - Danielson's framework
- The Instructional Coach will continue to focus on these topics as well as Higher Learning

### Elementary Academy - Mr. Maniotis

- Mr. Maniotis stayed on at the Town Hall meeting to answer as many questions as possible,
- The teachers that have been here are in place to help mitigate the vacancies for the short-term, They still understand how we operate, and they are helping the new teachers get “kick-started” with some of the finer details.
- Trustee McGee asked about the number of new teachers and their PD training. Ms. Yarber confirmed that 50% of our staff members are new, and in the case of the 5<sup>th</sup> grade team, everyone is new.

### Facility and Fundraising Committee – Trustee Allen

- A meeting will be held later in the month with one of the proposed capital vendors (Turner)

### Grievance Report – Trustee Hunter

- No grievances to report at this time.

### Operations Report – Mr. Taylor

#### Benefits

- Open enrollment for benefits opened on September 9<sup>th</sup> and closed on the 17<sup>th</sup>.
- There was a 3% increase in health insurance only.
- The remaining benefits did not see any increase in dental, vision, short and long-term disability.
- Because of the vaccination mandate, we have to fund employees with time off to get vaccinated, and paid time off if they call out because they have a reaction to the vaccine.
- Of the 89 staff members, 16 have completed their forms and the last day is Friday. We are going person to person to urge them to do the open enrollment process to get their benefits.
- Ms. Yarber raised the point that because of the open positions, the school is falling below the 100-person threshold, so the costs that the staff may have to pay could increase. Mr. Taylor agreed with her point.

## **Facilities**

- Moderate water damage from the storm, but maintenance vendor was able to take care of it the next day.
- In JA basement at the cafeteria level, water forced a door off the masonry and pushed it halfway across the cafeteria.
- The EA flooded. Water came in underneath the front door and the side entrances, and that was able to be drained out.
- Trustee Allen asked if Mr. Taylor had any photos of the damage. Mr. Taylor said yes. There was no physical damage in the EA. It was just labor to clean up. The JA is where the door was torn off. Trustee Allen will look into reimbursement for the damages.
- Mr. Taylor stated that Spotless could separate out the labor costs to do the water cleaning in the EA vs. the JA construction to rebuild masonry and hang the door back up.
- We still have sporadic phone issues in the JA, but that should be cleared up by the end of the week.
- The marquee and the LED boards have arrived. The new one is installed in the EA. The one in the JA is damaged, so we had to return it. We're awaiting the replacement.
- The fence at the EA is almost complete and it makes a world of difference at the EA. We're getting a motorized gate. Once that's done, we'll address the playground.
- The EA phone system is dead and cannot be repaired. We're collaborating with a vendor right now to replace it, but it's 60-90 days until they can install. Mr. Taylor is meeting with them to expedite the date. He is trying to save the money and not replace all the wiring.

## **The ARP Grant**

- This is due on the 30th. Dr. Palmeri is working with us on the narrative to complete.

## **The Audit**

- Going well. Ms. Roper Thomas is coordinating the documents that need to be submitted with the Board Chair and to Dr. Palmeri for the portal.
- Ms. Roper Thomas said audit responses are showing some delay in almost all of her accounts. If we get to the beginning of October, or the middle of October, it will be a rush job.

## **COVID Testing**

- The COVID testing starts on Monday.
- 100% of the unvaccinated staff will get tested weekly
- 25% of the students who signed the consent form get randomly selected weekly so that we can get 100% of the ones that consent to test by the end of the month
- The Student Activities team is working on programs that are COVID compliant.

## **Chromebooks**

- As per the conversation about internet safety on Chromebooks that we're using both in school and at home, there is a new safety program that keeps children from going on unacceptable sites. The computer turns off and the teacher can control it by class. If you're giving a history test online, you can stop students from Googling answers. We're installing that onto all Chromebooks.

## **Enrollment**

- We continue to register students. Since this is the 20th year of Harriet Tubman, we're trying to do something with the students that are with us now for recruitment.
- We're still posting student recruitment ads on social media and have changed the message to target our Sped program.

## Human Resources

- We are advertising on Indeed, Mercy College, NYU School of Professional Studies, College of Lake County, and Eastern Kentucky University, which are online programs.
- We pay for Job Target Programmatic, roughly \$500 a month. They place ads on ZipRecruiter, Monster, etc. We are getting candidates in, but we are still being selective and are not desperate at this point.

## Retirement Plan Option

- We still need to get our non-teaching staff into some sort of retirement plan like TIA-CREF because we need a 403(b) as a nonprofit.
- Vanguard is another one that does the 403(b)s. It's just something to think about. In TRS, they would have been fully vested and would have a pension to look forward to when they retire. But right now, they have nothing.

## Parent Report – Mr. Johnson

- Mr. Johnson was absent, but Mr. Taylor reported that Mr. Johnson was at the EA on the first day of school and was actually able to help a parent that was having difficulty purchase a uniform. The next day he was able to provide that family with a uniform for their two children.
- Parents have to order the uniforms within two window dates of ordering.

## Old and New Business

### Family Handbook

- The Family Handbook Committee received the latest draft, which was dated September 13th. In it, some of the pages were deleted because there are policies that already appear on our website, which were approved. This would shorten the handbook.
- One of the things that the Handbook Committee talked about is technology and that our plans need to be based on newer technology. We need to address our Technology Use Protocol. If it's a major change, Dr. Palmeri said we're going to have to resubmit it to the Charter School Office.
- The Handbook Committee talked about the Uniform Policy, and we said basically it will stay the same. Ms. Yarber mentioned that there were cut-off dates of August 17<sup>th</sup> and October 1<sup>st</sup>.
- Mr. Taylor stated that there are a small number of uniforms on hand that are sold directly to parents, but that's really for children who register throughout the year. We encourage registered students to buy the uniforms now.
- We will open up a second ordering window around midwinter recess if they want to refresh the gym uniform for the remainder of the year and or buy shorts.
- With regard to affordability, Mr. Taylor stated that part of being a Title I school is that we have to account for children that are in need when it comes to if we have a uniform policy. That's why we have the supply on hand so that if they need the gym uniform, we can do that. We can supply that to a family that goes through the FASST process. Someone on the FASSTeam or the Student Activities Coordinator who manages the uniforms lets us know who is in need.
- For the dress uniform, we give them a Cookies gift card out of petty cash. We don't have petty cash right now because we just re-opened. This is why Mr. Johnson took care of it so the family could get a uniform right away.
- Trustee Nowell expressed a desire to contribute. She asked Mr. Taylor if he would text or email the Board a list of where the needs are. Mr. Taylor said he would meet with the FASSTeam to find out.

- Trustee Nowell said it could also be in instructional materials, social emotional support, or clothing, but Mr. Taylor said what is needed instructional is more personal in nature like the young girl kits and the young boy kits with a toothbrush, deodorant.
- Trustee Nowell will contact Bronx Lebanon for such items.

**Vaccine Mandate**

- Dr. Palmeri raised the issue around Biden’s mandate, stating that the 100-person rule would not apply to schools since the federal gov’t has no jurisdiction over any SEA or LEA. Policies are under the auspices of each state and not the federal government. HTCS is its own LEA in NY state.

**Motion made to adjourn the meeting at 8:30 PM**

**Motion made by Trustee McGee.**

**Seconded by Trustee Allen.**

**Motion carried unanimously.**



## Harriet Tubman Charter School

Elementary Academy  
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### Board of Trustees Meeting on Zoom November 9, 2021

#### In Attendance:

##### Trustees

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Timothy Johnson

##### HTCS Staff

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations  
Ayeshia Walker, HR Manager  
Dr. Lerone Smith, JA, ELA teacher

##### Others

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

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Chairperson DeWese opened the meeting at 7:13 PM

#### Consensus items

**Moved** to accept the September minutes as presented by Trustee Nowell

**Made by:** Trustee Allen

**Seconded by:** Trustee Williams Murray

**Action:** Carried unanimously

**Note:** October and November minutes will be presented at December meeting.

**Moved** to accept November agenda

**Made by:** Trustee Allen

**Seconded by:** Trustee McGee

**Corrective Action Plans**

Chair DeWese reminded Trustees and school leadership that HTCS is under Corrective Action Plans for:

- Enrollment
- Facility
- Financial Management
- These plans were reviewed extensively at the Board retreat. Any progress around these plans is to be addressed at each monthly Board meeting.

**Financial Management Plan**

- We sent in a revised version of the proposed fiscal management Corrective Action Plan regarding TRS approximately about two weeks ago.
- This includes:
  - Amending the payroll timeline to require all staff to complete their time entry by the Thursday of the non-paycheck week. This allows the HR Manager an extra day to enter member contributions into the TRS data base - Complete
  - Ensuring that the Finance Specialist (Ms. Rosalyn Addo) is fully trained on all current and new TRS systems in order to provide backup to the HR Manager (Ayeshia Walker) in the event that an unforeseen illness or absence situation ever occurs at HTCS – Complete
  - Requesting that our payroll service provider, Paylocity, generate a payout of our employee contributions and send them directly to TRSNYC on the school’s pay date – Training approved by Board
- Madame Chair reported that she has not received any additional comments or a notice from Laura Hill regarding that CAP. The Board approved training for Ms. Addo, Finance Specialist, to receive TRS training as a back up to the HTCS HR Manager, Ms. Walker.

**Facility**

- Fire Wardens are in place, and we are awaiting the NYPD and NYCDOB final inspections.

**SPED and ELL Enrollment: (Dr. Palmeri)**

- Enrollment CAP is critically important to improve the cohort percentages at HTCS.
- ELL numbers are increasing, but there is still a large variance when compared to CSD 9.
- As stated in the Annual Report, HTCS raised the issue of why the NYSED uses the K-12 enrollment numbers from CSD 9, rather than isolating only the K-8 data. This would make it a more valid comparison.
- K-12 percentages skews the analysis in favor of larger percentages in CSD 9. This makes the HTCS variance with the CSD 9 even greater.
- When conducting the analysis, it is important to note discrepancy, but whether the state will change their methodology is questionable.
- Their approach negatively impacts every charter school. HTCS has noted this discrepancy to the CSO.
- With regard to meeting the school goals, the HTCS analysis will always be constructed using the K-8 data sets from both HTCS and CSD 9 in order for it to be a statistically valid comparison.

**Strategic Plan and Action Plan (Dr. Palmeri)**

- Two weeks ago, the Trustees participated in a retreat. The retreat was meant discuss and review our Strategic Plan and also to review the Corrective Action Plans.
- Both plans identify the timeline for check-ins, who is championing the action, and the action itself. The plans should be used as talking points for individual, committee, and administrative reports to discuss and guide specific responsibilities. To discuss in terms of realizing it.

### **New Facility**

- The Board also discussed new building acquisition as well as finalizing the leases. The ultimate goal is to house all students in one school.

### **COVID Procedures**

- At the retreat, the Board's continued the discussion around vaccination procedures.
- Religious exemptions and the ongoing litigation were discussed. Any application developed by the Board will be done according to CDC, DOH, or NYSED guidance.
- Medical/religious exemptions will be reviewed by the Board's Compliance Officer (Trustee Hunter), Mr. Zayas, and Dr. Palmeri.
- Weekly tests are required for unvaccinated staff. Random tests are required for vaccinated staff.
- The Board shared that Richard Zayas, legal counsel, had joined the retreat and discussed the Board's motion for vaccination and their rights as far as enforcing COVID procedures.
  - The Board's enforcement of a vaccine is for safety and mitigating risk.
  - Any policy should be clear, consistently applied, and non-discriminatory.
  - Continued discussions and updates led by the Board promote proactivity.
  - The Board must be informed that all safety measures are being followed.
  - Operationally, there should be a clear understanding of who pays, does staff get time off, and where they should go for testing.
  - A doctor must sign off for medical exemptions to be approved.
  - For religious exemptions, the clergy who heads the staff member's church must validate their involvement in their place of worship.
  - The policy should encourage vaccinations; require masks, social distancing, and sanitizing.

### **New Candidates for the Board**

- During the morning portion of the retreat, the Board interviewed two potential individuals who were recommended by current trustees and are interested in becoming Trustees on the HTCS Board. of Trustees. This is part of our goal of building continuity and legacy on the Board via current and new Trustees.
- Upon approval, all required paperwork will be submitted to the Board of Regents for review.

### **Voting on New Terms of Current Trustees**

- The Trustees made motions and unanimously renewed each term of the following trustees:
  - Trustee Mildred McGee: Nominated by Chair DeWese. Seconded by Trustee Nowell. Unanimously approved.
  - Trustee Barbara Nowell: Nominated by Chair DeWese. Seconded by Trustee Williams Murray. Unanimously approved.
  - Parent Rep Timothy Johnson: Nominated by Chair DeWese. Seconded by Trustee McGee. Unanimously approved.
  - Chairperson DeWese: Nominated by Trustee Nowell. Seconded by Trustee McGee. Unanimously approved.

## **Finance Report – Leslie Roper Thomas CSBM**

### **Revenue**

- Revenue was higher than projected budget due to the lower per pupil expenditures.
- GenEd enrollment is higher than budget of 640 at 643.
- There is a positive variance over where HTCS expects to be versus budget. Spending is lower.
- HTCS received some on the final allocation numbers for spending is slightly lower.

- The ESSER Cares Grant I and Grant II is expected to have a positive variance of \$463,000 on revenue since it had not been budgeted in the original numbers.
- Full year expenses are projected to be higher. Both grants are reimbursable, so whatever you receive in revenue, you have to offset with expenses.
- Summer school ran higher than budget but is being covered by the ESSER II grant.
- We are running higher on textbooks cost. We spoke about that last month. We put a new curriculum for JA Social Studies, added some desk shields and some books that also caused there to be a higher variance in those curriculum areas.
- Technology expenses are higher due to two-way radios and laptop chargers that were purchased.
- Facilities and operation expenditures are also higher than budget
- Title grants and E-rate are higher
- We received two grants this year - the ESSER CARES grant and the CSP COVID grant. We're carrying over about \$65,000 of the ESSER grant into the state.
- We are working on the contract for the ARP grant, which is about \$2.3 million.

### **Expenses**

- HTCS ended the 2020-21 year having lower expenses than what was previously budgeted. Thus, we're significantly better than budget.
- Cash was carried over into FY 2021-2022.
- Trustee Dunbar reviewed all numbers from the perspective of the Finance and Audit Committee. Both he and Madame Chair approved it.
- Expenses are higher than budget and this is due to the painting of the EA and the JA buildings and some extensive exterminating.
- Full year projected net income is expected to be lower than budget.
- Before we're able to factor any potential savings that we might have for the remaining nine months of the school year, we're operating under budget, but we are still positive on a net income basis.
- We're running under budget on the net income basis.
- Cash on hand as of September 30th was reported. We have to increase the escrow account, in case of school closing, to \$100,000 by December 22, 2021
- This represents 92 days of cash on hand, which is good, because we should be at 90 days.
- Cash currently to be carried over into FY '23 is about \$1.5 million.

### **Audit for 2010-21**

- The audit was complete as of November 1st and it was submitted through the Annual Report. Thanks to Dr. Palmeri, who was in charge of making sure everything went into the Annual Report portal correctly.
- HTCS has an extension on the 990s, which are taxes. Instead of them being due November 15th they will now be due May 1<sup>st</sup>. We're hoping that we'll get the 990 sooner so that it could be reviewed, not waiting until May to submit it to the IRS.
- Trustee Nowell reported that the Board's audit call was very short. There weren't any major findings and Chair DeWese signed off on the document and got it back to them. There wasn't anything major discussed. The presentation included bar graphs so the Board could see changes in a different format instead of simply numerically which allowed for quicker interpretation. The presentation in the audit conference was very good and was meaningful.
- Chair DeWese, Trustee McGee, Trustee Nowell and Trustee Williams-Murray attended.

### **Questions**

- Trustee Nowell asked about the curriculum expenses.
- Ms. Yarber (JA Director) explained that this was for HMH for our social studies and science. Once we went remote, new textbooks and workbooks that are aligned with the NYS Learning standards and for

digital platforms were purchased. Also, more textbooks were purchased because there is no more sharing due to COVID. The students have one textbook at school and one at home.

### **Education Committee – Trustee Nowell**

The Education Committee met on October the 26th. We reviewed the COVID policy, the impact of the improved playground in terms of enrollment, and teacher vacancies.

#### **STAFF VACANCIES**

- The Committee members discussed staff salary, which is not very competitive. The continuous low enrollment impacts the school's finances.
- The Trustees must establish a framework for the salary so that everybody knows when they have a certain number of years, and other qualifications; the Personnel Committee must have extended discussion on salaries.

#### **STEAM Program - K through 5**

- When school was open, all students had robots and could practice programming and so forth.
- Given the fact of COVID, we are not distributing all the robots because of cleaning and sanitizing. Social distancing must also be practiced.
- The Extreme Steam program has a virtual component to it, and Trustee Nowell would like the Board to consider adapting it for the young students. It is for Grades K through Five.
- Mr. Maniotis will send a video about the virtual program which is similar to what the students would do for coding and programming the dash robots, but in a virtual setting without having the physical materials in front of them all the time. They would get a virtual dash robot to program and code it.
- Trustee Nowell spoke to the value of the program, learning specific skills and getting our students ready for careers which all use technology.

### **Grievance Report – Trustee Hunter**

#### **Junior Academy**

- To date, there have been approximately 11 formal suspensions.
- Two students were suspended twice. Infractions include physical altercations. One involved a knife.
- There were 5 physical altercations between male students.
- There were 2 disruptions during the fire drill.
- One threatening to slap a security officer/
- One struck a male with a Plexiglas divider
- At this point, two students were suspended twice.

#### **Elementary Academy**

- There have not been any formal suspensions as of yet in the elementary academy.

#### **Questions/Comments**

- Trustee Nowell reminded the Board that a knife is a Level 3 infraction which requires a hearing (One was held)
- She also asked if this was a Sped student to which Trustee Hunter answered "No."
- The NYPD was called, and they inspected the weapon. They also spoke with the student and the parents and took the weapon.
- Ms. Yarber clarified that the Board Chair and the Grievance Chair were also notified.
- Mr. Taylor stated that at the end of the year, a VADIR report is filed. This is how NYSED is notified if there were any weapons in the school.
- Trustee Hunter clarified that all weapons that have been confiscated during altercations are reported.

## Facilities and Fundraising Report – Trustee Allen

- Trustee Allen congratulated the staff, Mr. Taylor, Mr. Person, and the ADs for a wonderful job with the new fence and gates and gates that were very attractive. With these cosmetics, we can really attract more students. Parents were impressed and this will get more parents to enroll their students. There's still a lot that we can do in terms of cosmetics such as painting. The playground work began, and while not seeing the completion as yet, what I saw was extraordinary.
- The Facilities Committee has met with David Lilly from Turner Impact Capital and his contractor to take a good look at the Elementary Academy, both outside and inside. We were able to walk through the entire building because it was a half-day.
- Pertaining to the Junior Academy, there was a lot of work done, which we are very proud of, but more needs to be done.

### RFPs for New Facility

- We have selected to 3 contractors for RFPs. Trustee Nowell and Trustee Allen toured the construction work of one vendor.

### Fundraising

- In January, Trustee Allen plans to submit to the Board a request for capital funding as part of our fundraising initiative. Input from school leadership is expected
- Ms. Stevens will be replacing Vanessa Gibson as the NYC Council member and we would submit the HTCS request for funding from the City Council.
- He will speak to Chantel Jackson from the Assembly to see what she can do in terms of revenue in January, as well as contacting our State Senator.
- Trustee Allen would like to hold a fundraiser he first Thursday in May 2022, which is May 5th or Thursday May the 12<sup>th</sup>, at Maestro. This would be better than on a weekend since they are more likely to attend. With the approval from the Board, he will reach out to Maestro's for May 5th on May 12th to have our fundraiser of 2022.

### Questions/Comments

- One of the Trustees asked if the RFPs are for contractors or architects. Trustee Allen responded that this is for the Elementary Academy and for General Contractors who have their own architects. They would sit down with the Board and Mr. Person and the ADs to go into detail in terms of what we want.
- Our intention is to expand so that EA and JA ARE adjacent.
- Chair DeWese also asked if this would include financing and if they will want five-year budgets, square footage, and construction costs. This will mean HTCS will have a mortgage? Trustee Allen confirmed this. Also, other concerns include construction with children nearby.
- Chair DeWese questioned how this would work in the EA as far as student safety. Ms. Roper Thomas agreed that with the inspections and whatever else needs to be done there has to be a contingency plan to move students elsewhere.
- One of the Trustees reminded everyone that the safety, welfare, and wellbeing of the students is the top priority.
- In conclusion, Chair DeWese stated that the RFPs have to be very detailed and specific with an expressed and realistic timeline. The Board needs to do its due diligence to ensure that we are putting together a plan of action that's feasible and that considers learning needs, safety needs, community needs and all budgetary considerations.
- Trustee Allen asked if Dr. Palmeri would help write the framework for HTCS' requests, to which she agreed, so that the contractors could file concrete and detailed RFPs.

## Pre-K

- Trustee Nowell raised the question of Pre-K at HTCS. (*Doesn't this mean a change to the charter as per Dr. Palmeri*)
- Chair DeWese cautioned that:
  - As a collective Board, we must survey and assess what's best for HTCS.
  - We can't sacrifice or put ourselves in a more risky and liable position with regard to dealing with four-year olds if we're not prepared to do so, because it brings a whole different level of compliance and a whole different level of oversight because of their ages.
  - Ms. Roper Thomas stated that schools don't receive funds on time when dealing with that population of students. It's a different bucket of money because Pre-K is not a required grade level. Funds are not guaranteed for that population. It's not really secured funding, so you can't really depend on that money coming in on time at all. It's a different pool of money.
- Trustee Nowell brought up the importance of children in the Bronx getting into an education setting and socializing much earlier than at five years old. Chair DeWese stated that it is something we can investigate.

## Securing a Realtor

- Chair DeWese stated that the Board attorney has reached out to someone.

## COVID Vaccination Policy

- Mr. Person raised the question of the COVID Policy that was addressed earlier in the meeting by the Board. The school leaders noted that staff was informed, as required per the Board policy, they must have 2 shots before December 1, or they would be terminated.
- His concern was that the Board had appeared, as per the Governance Report, the Board had changed its position at the retreat since the Board's legal counsel advised them that neither the NYC DOE nor NYSED had mandated a second shot. The Board apologized that they did not inform the school in a timely manner that the second shot would not be required. However, some employees did get the shot to not lose their job.
- There was prolonged intense discussion around this issue among all participants. The Board's October meeting transcription shows that the actual motion approved by the Board did not mandate a second shot and subsequent termination if staff refused to get vaccinated. The transcription shows that the motion approved by the Board read, "**All employees must be vaccinated with their first vaccination by providing documentation and proof on or before November 1st. All individuals reserve the right to apply for a medical reasonable accommodation. In the interim, unvaccinated individuals will be tested weekly with a PCR test. Vaccinated individuals will submit to random testing throughout this time period.**"
  - ***(Note: Unfortunately, the information given to the faculty and staff referenced a motion that had originally been put up for discussion earlier in the Board meeting. However, it was never voted nor approved by the Board, and discussion continued. The above motion is documented in its entirety in the Board meeting transcript showing the wording that was voted on and approved by the Trustees.)***
- Mr. Person and the school leaders expressed considerable concern that staff members got vaccinated under duress of not losing their job. The school leaders who attended the Board meeting expressed dismay that the change in procedures were never reported to the school leadership. Their contention was that the change in language (dropping the requirement for a second shot and facing termination) could have effectively negated any anxiety around getting vaccinated.
- While the Board was not sent a copy of what was disseminated to the staff, apologies were offered to the school leaders and faculty on the call and for those individuals who were vaccinated under duress.

- However, it is the Board's role to maintain safety and mitigate risk, so there would still be required testing, documented proof of getting a first shot, or producing a letter to receive a medical or religious exemption.
- Exemptions will still require an application to be reviewed by the Board's representative team. Unvaxxed staff still will have to be tested each week. There will be random testing for vaccinated staff.
- Trustee Williams Murray stated that the policy needs to be in writing so that people understand what exactly happened, when it took place. Then it's clear when we there are questions.
- Mr. Person stated he is the leader of the school and has to answer questions based on policies, procedures, and directives from the Board.
- Trustee Hunter explained that the Board was originally following the CDC and the DOH recommendations. There was also a misconception that the charter schools had to follow the lead of the NYC DOE. The Board learned from the CSO that we did not have follow either since we are our own LEA. Once the Board received the information, we reconsidered our decision.
- Chair DeWese acknowledged that the Board must figure out next steps. The moment the Board changed the mandate, it should have been the moment Mr. Person was notified. As soon as we got off the call from the retreat. (Note Chair DeWese left the call early to attend her brother's funeral)
- Mr. Taylor suggested that at least we could convey to the staff that they can submit a religious exemption.

## Principal's Report - Cleveland Person

### Enrollment

- Target is 675. Currently at 585.
- 62 are Sped students.
- 78 are ENL which is a 20-student increase since October.

### Staffing

- Staff has not changed. We still have the same of number of vacancies.

### Parental Involvement and Outreach

- The school needs to figure out what to do:
  - To still maintain that zeal and desire to be in school
  - To incorporate movement and yet be mindful of the pandemic.
- Having a conversation with the parents first would be the best way to start, but it's just a conversation at this time.
- Mr. Johnson and Mr. Person spoke on October 26<sup>th</sup>. Parents always want to know if we have a full staff.
- There was a Parent Coordinator Chat in October. The Parent Coordinator now has a form he uses when he meets with parents. Whatever they bring up as a topic, he makes sure that the next time they meet there's more information regarding the subjects that were raised.

### Supervision and Administration

- No change. We're all still doing the same things.

### Professional Development

- The new development here is Heather Arabadis. She is an author who focuses on bullying and social, emotional learning. This is not the first time that we've done business with her. This might be the fourth time where she reads an excerpt of her new book. Then it followed with a conversation about bullying.
- Mr. Maniotis added to Mr. Person's report on the bullying initiative.
- October was Bullying Awareness Month. We felt it prudent to not ignore the social, emotional learning and needs of the students and the staff. Her books are geared primarily towards early elementary.



- She has presented to fourth and fifth grade before. This presentation was virtual for K-2. All of the classes logged into Zoom at the same time.
- She was able to interact with everyone, and students were able to ask questions. She shared a reading of her book. All of the students also received personalized copies of the book as well.

### **Programs**

- The Extended Day Program is in full operation.
- The Claremont After School Program is in full operation.
- In October there was a Treat Parade on October 29th at the EA.
- We had an 8<sup>th</sup> grade class work on a project on anti-bullying. You'll see several videos from our students on anti-bullying.
- We have a teacher assistant who is a published author on Amazon now. He authored a book for young children about Little Jamie's Day before Pre-K. It's about a special needs child.

### **Questions and Comments**

- Trustee Nowell asked Mr. Person to address the enrollment issue.
- Mr. Person explained there are several new charter schools in the immediate neighborhood and students never enrolled at Harriet Tubman. Kindergartners went to these new schools. They didn't even enroll in our school.
- Students also transferred because they moved or transferred to other schools.
- We may have had students on our roster who have moved to various places. We can't discharge them until we find out where they are. This represents about 21 students which also impacted the student enrollment.
- This is a zero-zero list which is generated by us. They either have left the school, have transferred from the school, or never reported to the school. You can't discharge students until you know where they are attending school which could be anywhere in the world. We finally identified 21 students. This all hit the enrollment at the same time.
- Also, many of the parents are going to the new schools rather than going to Harriet Tubman for all of the reasons that were stated earlier by Trustee Allen.
- Trustee Nowell wanted to know which charters they went to. Mr. Person explained that the 21 are not students who went to other charters in our area.
- Mr. Taylor further explained that 21 went to a school that is not captured by ATS, the system in New York. They no longer have an active OSIS number within the five boroughs. They might have gone to New Jersey, or they might have gone to Kenya.
- Mr. Person took the list and went with another staff member door to door contacting 21 family members.
- Trustee Nowell asked specifically which charters we lost student to. Mr. Taylor explained that we lost a lot to Roslyn Yarrow, Cardinal Hayes, Classical for the younger grades, and Bronx Charter and 2 other new ones. He will get a list for Trustee Nowell.
- Chair DeWese asked Mr. Person about the Sped numbers being the same as last year. Mr. Person explained that when we look at CSD 9 and the neighboring NYC schools, if not for their special education program (12:1 one and even 1:1), their numbers would be like HTCS. But by them being a DOE school, they're mandated to have the SPED program. Without those programs, their numbers would be like ours.

### **Facilities**

- The marquis boards are up and have been programmed by Mr. Laguda. There's one at the JA building and there's one at the EA building.
- Every month they will say something different. They will always say we are enrolling students.

- Trustee Nowell stated that it should be changed more frequently as new information emerges and upcoming events are scheduled.

#### **Town Halls and other Parent Meetings**

- There have been 3 of 4 Town Hall meetings.
- Parent Coordinator Chats happen on the first Monday of every month.

### **Director of Operations' Report – Michael Taylor**

#### **Facilities**

- There was an issue with the boiler at the JA. The church's vendor came in and said that there was electrical damage done to the boiler as a result of the insulation of the fire alarm.
- Upon further inspection by KTM and Spotless, KTM being the company that installed the fire alarm and Spotless to kind of go behind them, the issues were there long before that.
- The reason the boiler didn't start was because the church's vendor did not turn on the master switch and the cutoff switch to the boiler. The church is responsible for the roof and the boiler.
- The boiler is now in operation.
- The playground covering and the soft blacktop is installed. It needs to cure for a while and then be inspected and then rated as safe. Then the playground can be installed.
- There have been three calls for extermination regarding bedbugs, either on children or in their things that they're bringing from home.
- There's a new TikTok challenge for children to film themselves breaking soap dispensers in their school bathrooms. We have been victims of that and have had to replace soap dispensers quite often over the past few weeks in the JA.

#### **Budget**

- Audit is complete.
- The cash analysis for food service is also complete for the 2021 school year, as well as the direct certification for food service reimbursement.
- We are at 92 to 93% percent of our students directly certified to receive free or reduced lunch. 91 to 92% of our students are on some sort of public assistance.

#### **COVID**

- We had to shut down one class because of a COVID positive case among students in the month of October. The case was revealed as a result of our testing program in the school.
- Mr. Taylor also suggested that the Board might want to consider adding religious exemption to COVID procedures.

#### **Enrollment**

- We conducted home visits to address no-show students.

#### **Vacancies**

- The number of vacancies remained the same.
- We lost our PE teacher in the JA to ICHAHN for \$26,000.
- We hired 2 teachers in the EA, both for 3rd grade.

#### **Vaccinations**

- The vaccination compliance is at 98%. There are only four remaining unvaxxed.
- As a reminder, we still need to address the 403b information for teachers.
- Dr. Palmeri will send the ratings for 403B programs.

#### **Fire Wardens**

- There is one person that dropped since they are now on staff at Harriet Tubman. The replacement ID was sent.

- There are actually more than 15 Fire Wardens. Mr Taylor is working in getting the list updated and all IDs sent.
- When the certifications are reviewed, there is a certificate of fitness, which is the one that we need. Then there's an enhanced one for homeless shelters. That's better than the one we need.
- There are certified Fire Wardens that are hired by Harriet Tubman, but some are hired by the security company. The ones that are hired by Safe Haven work at Harriet Tubman. To get the certificate of fitness, you have to be working somewhere. You have to be stationed somewhere. It's not a matter of working for a security company that you get it. HTCS has to give them a letter saying that we want them to be stationed at Harriet Tubman. That's why it says Harriet Tubman on their certificate. The ones that come to us already certified and tested out may have had that done somewhere else.

## Old and New Business

### Old Business: New Trustees

- Chair DeWese noted that we cannot bring on an additional Trustee until Founding Member Frazier officially resigns.
- Trustee Allen noted that one candidate was recommended first back in 2019, then in October 2020, and again in the spring of 2021.
- Chair DeWese stated that the two recommended candidates will be put up for a vote together so that the process is clean. Two of our standing Trustees have put forth viable candidates. They both interviewed at the same time so they should be voted on at the same time.

### New Business: Student Vaping

- Ms. Yarber stated that they are heavily investigating the who, the what, the where. There have been 6 instances so far. They are doing it in the bathrooms.
- Trustee Williams-Murray asked if it is appropriate to educate the students regarding the impact. Ms Yarber stated they are trying to schedule an informational session with parents and students. She also spoke with the School Counselor. They were on the DOE website looking for curriculum and there is a curriculum by grade level. There is a curriculum that can be added to the Physical Education/Health curriculum. HTCS will purchase it with Board approval.
- It is a national epidemic. They're closing down vaping stores all over the country because it's become such a huge problem with kids. National resources are available.
- There are stores on Third Avenue selling the pens.
- Outreach to the community is important to gather resources and do a push in curriculum.
- Trustee Williams Murray shared that she is on one of community boards. They're connected with the police department. It would be prudent to reach out to whoever's in charge of our precinct, They could be a very helpful resource for the school to reach out to them.
- Our School Counselor has a pamphlet that she shares with the parent and the child.
- Trustee Hunter asked Mr. Person if there is any way that the school can do some type of intervention immediately through an assembly or some type of program school-wide so that all students can be aware and informed as to what this looks like and what you're doing to prevent this from growing.
- Mr. Person stated that due to COVID there cannot be an assembly, but they can address each class.
- Trustee Allen also will reach out to Community Board 3 and the precinct for support/resources.
- Dr. Palmeri will send information about what is working in other schools.
- Dr. Smith suggested that students need to be hearing it directly from administration, from leaders in the school. They need to understand this is a Level 3 offense, just like a weapon.

**Motion made to adjourn the meeting at 10:05 PM**

**Motion carried unanimously.**

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom December 7, 2021

#### In Attendance:

Trustees  
Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Timothy Johnson

#### HTCS Staff

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations

#### Others

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Board Consultant – Accountability and Compliance

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Chairperson DeWese opened the meeting at 6:00 PM

#### Consensus items

**Moved** to accept the November minutes as presented by Trustee Nowell

**Made by:** Trustee Allen

**Seconded by:** Trustee Williams Murray

**Action:** Carried unanimously

**Moved** to accept December agenda with the modified change in sequence of reports

**Made by:** Trustee Allen

**Seconded by:** Trustee McGee

**Action:** Carried unanimously

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**Finance Report – Leslie Roper Thomas, CSBM**

## Revenue

- The per pupil budget was presented based on the latest invoice. There was a drop in enrollment which decreased revenue by \$353,000. Sped enrollment was accounted for. Per pupil expense is lower on Gen Ed on the third invoice.
- ESSER CARES grant, which was unbudgeted, gave us a cushion but because per pupil is now lower than budget, we are currently running under in revenue.
- Mr. Person explained that enrollment is dropping because students are going to different schools, leaving New York State and even the country. No one is leaving because they're dissatisfied with Harriet Tubman.
- Revenue will be adjusted through a reconciliation of students based on an average FTE basis, so revenue is either deducted or added in the following year.

## Expenses

- Expenses are projected to be higher Gen Ed instructional teacher numbers are lower
- Summer school ran higher but is covered on by the reimbursable ESSER 1 grant.
- Professional services and contracts are higher on a full year basis because of the security contracts. There are 18 guards at minimum at any time in the JA.
  - **Once we have the new fire alarm system registered, we will not need the 15 fire wardens. This expense should not carry out throughout the entirety of the year.**
  - There is also overtime for when there are extended days.
- Additional expenses include the law firm bill
- Higher costs for curriculum and consumables for textbooks and workbooks.
- Technology supplies: two-way radios and laptop chargers.
- Facility and operations are higher: painting and exterminating both buildings
- Need to add 21 students to be back on budget or around back on budget.

## Governance Report – Chairperson Jerima DeWese-Bowens

### Extended Discussion on Enrollment

- Stabilizing enrollment at 619 is critical.
- Q: What objectives are in place to maintain or increase numbers?  
A: Principal Person stated this is an issue in most schools. Actions taken thus far are:
  - Continued ads on Instagram and Facebook
  - New marquee boards are up for both sites stating that there is open enrollment for all students, especially SPED and ENL students. Information is updated biweekly.
  - Based on the exit surveys, no one has is leaving because they're dissatisfied with Tubman.  
The biggest hit is happening at Kindergarten. They're enrolling in the newer schools that are in our immediate area
- Additional funds may need to be spent on advertising based on a cost benefit analysis.
- The loss of students at the JA being allowed to be open impeded enrollment.
- THE DOO: a marketing firm can run in excess of \$30,000.
- There has to be a plan to offset the loss through advertisement and actual outreach to interested families.
- Send an email to Community Board Three regarding open enrollment
- Send out info on E-blast, which costs nothing to do that.
- Get out into the community and getting the word out.
- More creative and contemporary 21st century ways of advertising in addition to bus ads.

- What are the other schools doing?
- Does the public know what HTCS represents as a great option?

The DOO reminded the Board:

- Traditionally, HTCS loses students in the JA in the transition. Families opt instead for Grade 6 to 12 schools. In the lower grades, due to COVID last year, Kindergarten enrollment was off considerably. This has carried forward to Grade One this year and Kindergarten enrollment is low again this year. HTCS is also competing against new charter schools in our neighborhood such as South Bronx Classical, which is a network of five or six or seven schools and Family Life Charter school which just opened up down the block with four schools in their network which gives them added resources.

With regards to advertising, Mr. Taylor suggested trying the Google platform again, but cautioned that HTCS doesn't come up in the searches because it's not spending that kind of money. HTCS would show up in Yahoo, AOL, and Gmail but it costs thousands of dollars.

- If you get the students, it's p for itself but also requires professional marketing.
- HTCS is continually enrolling students and there are still teams of people that meet with parents when they want to enroll to make sure they have all the information and that they feel welcome.
- Most of the new students are coming from Instagram because it's more user friendly. It can target people in the HTCS zip code, of a certain demographic and from a certain age group. To go to a higher level and do a bigger buy, HTCS would need more market research and mailings. But to do it without professional design, a marketing team, or a marketing firm would be a waste of money.

Discussion continued

- Technology may be beneficial, there must also be a personal touch. It is imperative that the school team go out and attend more neighborhood events (church, ethnic celebrations, Zoom meetings, etc.)
- Trustee Williams Murray requested a plan from the principal and his leadership team on enrollment, recruitment, and retention to attack this issue. "All hands-on deck" is needed at this point. Trustees can go out in the community with literature and brochures. The Board should survey and research marketing firms to find out what that cost analysis is to create and crystallize an enrollment, recruitment, and retention plan.
- Early in the year \$60,000 or \$65,000 was set aside for enrollment of spending at Mr. Person's discretion.

### Parent Report – Trustee Timothy Johnson, PA President

- The President of Parent Association agreed that parent connections having one-on-one interaction with the community is important. But, having five to six different charter schools in that same area as Harriet Tubman is an issue.
- The PA President applauded the Principal for making house calls and visiting homes to find out what's going on with our students. More staff need to get involved in the community, finding out what is needed to make Harriet Tubman even better.
- Going to different boroughs is important. HTCS has a strong foundation. There is a good Board that can do things that benefit the school.
- Parents in the last meeting want to know if there is a decline in our staff and if students are dealing with TAs instead of teachers.

- As a parent, Mr. Johnson stated that he feels his children are safe and the administration is definitely doing everything it's supposed to be doing.
- Mr. Johnson took a tour to determine how situations were being dealt with in the classes. It is difficult because of the restrictions, no interaction, not even going to lunch as usual. The school is doing what they can within safety rules, but COVID has created a horrible change in our schools.
- While everyone wants normalcy, he hasn't heard anything really negative from the parents. While Zoom is good, it's nothing like face to face.
- As a parent, Mr. Johnson he is committed to what he's doing, what he sees around him, and doesn't want to see a decline. He wants to see HTCS grow and excel. He has faith in the staff, faith in the HTCS Board, and he believes HTCS will bounce back.

#### Discussion

- Trustee Hunter conveyed her appreciation for Mr. Johnson's passion and sentiments and sharing his objectives and perspective. She asked if he has had the opportunity to assess what parents think would be a good plan that would actually support the improvement of Harriet Tubman from the parents' perspective. We need to have documentation, evidence of ideas or ideals that would actually be supportive and conducive.
- At the Parent Meetings, concerns are written down and passed on to the Parent Coordinator. We welcome the Board to be a part of the discussion to get an idea or a filter as to what parents are thinking.
- Trustee Hunter stated that she appreciates the opportunity to dialogue with Mr. Johnson as to what's going on with parents and sharing with the Board provides something concrete that can impact the overall perspective and the positive trajectory of HTCS.

#### Administrative insight and oversight

- The EA Academy Director added that there are schools out there that are not following regulations. They're not doing surveys every morning, not checking temperatures, just doing whatever is minimal.
- Mr. Maniotis added with regard to student movement, efforts have been made to:
  - Get the kids back in the cafeteria, but there is a spacing issue in the cafeteria because the school must adhere to the six-foot center to center distancing.
  - Students will start moving to their specials adhering to safety regulations.
  - The school is doing things in stages to make sure there are not massive outbreaks. While there were cases in 4<sup>th</sup> and 8<sup>th</sup> grade, students and staff are safe.
  - Students are going outside for recess as long as the child is dressed appropriately. The Board has set the preference that they would prefer students not be outside if it's under 32 degrees.

### **Education Committee – Trustee Barbara Nowell**

The Education Committee met on November 23<sup>rd</sup> and focused on student progress towards meeting academic goals.

- HTCS was impacted by the pandemic and closed for in-person instruction.
- The EA supervisor informed the committee that students in the lower grades were significantly underperforming in expectations based on an interim assessment and informal observations.
- Members of the Committee Education strongly supported implementation the Wilson Reading Language Arts Program, most namely the Foundations program. It focuses on concrete phonemic awareness and foundational structure of literacy and the process of reading.
- Wilson is a program HTCS used under Edison at HTCS before RTI for intervention. It is a traditional whole class instructional curriculum set to build up phonetic skills and the basics of phonetic awareness.

- The school will purchase instructional materials for this program. As long as shipping and supply chain issues are not a problem, implementation will be in middle to late January.
- Teachers have had PD to learn how to use it.
- In math, the Education Committee is seeking to improve numeracy and number sense at HTCS by reinforcing proficiency in basic computation.

### Grievance Report – Trustee Hunter

- One suspension in the EA
- 20 suspensions in November
  - Some fights among eighth graders somewhere outside between the two schools.
  - Another instance with nine kids involved in an altercation.
  - The majority of suspensions were eighth grade, about 85%.
  - We have quite a few new students who are acclimating back to our expected school culture. They are very quick to become aggressive (throw a punch, swing, slap).
  - Whereas homegrown HTCS kids know to talk to somebody, say something to someone, come to Mr. Person, or go to Ms. Yarber.
  - The new students resort to fighting first.
  - Six students were involved in vaping and were suspended.
- There are no reports of seriously egregious behavior that warranted any intensive intervention or support.

### Facilities – Trustee Allen

Trustee Allen contacted 2 real estate brokers to support the negotiations for a new lease; one was selected. The individual will work with our attorney by providing the requested information to get a realistic assessment of our proceedings concerning the JA.

### Principal’s Report - Cleveland Person

#### Enrollment

- Enrollment at 578.
- Sped hasn't dropped
- ENL has dipped a little bit for the reasons stated earlier
- Attendance is at 94%.

#### Staffing

See the DOO Report which follows.

#### Supervision and Administration

- The classroom visitation has heightened. There is more visibility by the ADs, more constructive sharing and looking at best practices.
- Improvement is up as the admin team continues to support our TAs who are doing a very good job. They have come on board and have taken their roles very seriously and are doing their best to emulate the teachers with whom they work. We are very proud of them.

#### Programs

- Heather Aribadjis, author of children's books, will be conducting a presentation on peer pressure and vaping to the entire JA student population in January.



- The Guidance Counselor and the School Nurse conducted presentations to the entire JA staff entitled The Dangers of Vaping. This information was well received as we try to address what has been happening in the school.
- The Principal thanked the Board for suggesting the vaping interventions.
- The school has identified the store selling the vaping cartridges.
- Trustee Hunter thanked Mr. Person for expediting interventions for the vaping concern at the school, with in-house and outside of the school community, as well as having someone come in to follow up for January.
- Trustee Nowell added that vaping will be added to the Discipline Policy.

### **Enrollment**

- The school's Parent Coordinator contacted Community Board 3 for enrollment assistance to build a better relationship about our enrollment needs.

## **Director of Operations' Report – Michael Taylor**

### **Facilities**

There were no off budget expenses in the EA and JA for the month of November, with the exception of exterminator bills in both buildings due to bed bugs found in students' belongings,

### **Operations**

- The New York City Department of Education invoice for January 20 was completed.
- Austin and Company has switched from B-Swift to Employee Navigator. The DOO has been working with Austin and Paylocity to switch the integration which we are doing manually.
- Training for the Finance Specialist with TRS is scheduled for Friday, December 10th at 10:00 AM.
- **COVID**  
In terms of our COVID vaccine, HTCS is at 100%. All staff are vaccinated and have provided proof of vaccination.
- **Recruitment**
- Outreach through Indeed, Mercy, New York Charter Schools, NYU School of Professional Studies, College of Manhattan and Marymount Manhattan
- Working with employment placement and professional services departments directly to recruit before they graduate

### **Human Resources**

#### **Vacancies**

- Grade 3 teacher
- Grade 5 ELA
- Grade 5 Math
- Grade 6 ELA
- Grade 7 Math,
- Grade 5 and 6 social studies
- Grade 7 ELA
- EA Physical Education
- New HR Manager – There are candidates. Mr. Taylor has done preliminary interviews with three or 4 people. HR manager will be gone at the end of the month.

## New Hires

- JA Physical Education

## Old Business

- HTCS Co-Founder and Chair Emeritus, Cliff Frazier, has submitted a written resignation letter from his position as a Trustee of the Harriet Tubman Charter School. The Board will honor Trustee Frazier with a plaque and naming a section of the new facility after him and another section of our new facility after Justice Hansel McGee.
- The Board accepted Cliff Frazier's letter of resignation with regret.

## New Business

- CSBM and HTCS contract regarding identifiable information needs to be approved and signed.
- **Board voted to go into Executive Session regarding the applications for new trustees**

**Motion made by:** Trustee Hunter

**Seconded by:** Trustee Nowell

**Motion:** Carried unanimously

Meeting resumed to Public Session

Meeting adjourned at 7:45 P.M.

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom January 11, 2022

#### In Attendance:

##### Trustees

Jerima DeWese, Chairperson  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Timothy Johnson  
Ms. Krista Tilson (to be approved by CSO)  
Marlon Dunbar (6:35 pm)

##### HTCS Staff

Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Carlos Cole

##### Others

Leslie Roper Thomas, CSBM  
Allison George, CSBM

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Chairperson DeWese opened the meeting at 6:07 PM

Consensus items approved at 6:37 P.M.

**Moved** to approve the January agenda

**Made by:** Trustee Williams Murray

**Seconded by:** Trustee Hunter

**Moved** to approve the December minutes to be sent out for Trustees' approval via email

**Action:** Carried unanimously

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### Governance Report – Chairperson DeWese

#### COVID 19

- December and the beginning of January have brought spikes in reported positive cases both for students and the staff at Harriet Tubman Charter School. These cases have affected attendance of staff, students, as well as operationally in our ability to provide teachers to effectively instruct the students. During the holiday season break, the Omicron variant surged due to the increase in individuals gathering with family members.

- Based on the information that the Board received from the School Leadership Team, in a special session of the Board on January 4<sup>th</sup>, the Board voted unanimously to go remote for the month of January, with an expectation of reopening in person on Tuesday, February 2nd.
- During this time:
  - Students will receive live instruction from teachers.
  - Chromebooks have been distributed so that students have access to instruction

Throughout January, this will give individuals enough time in terms of the required quarantine while also allowing the surge of numbers and positive rates to decrease.

- Communication
  - We have notified the community.
  - We have put this information on the HTCS web site.
  - We also sent notice to our Regent liaison, Laura Hill, to let her know this and we would keep her informed.
- Instructional testing will still take place in terms of benchmarking to ensure that effective instruction is taking place for the students during this remote period.
- The Board via the Education Committee will receive an assessment from our principal and our academy directors in terms of how this has affected us operationally and instructionally.
- While this was a difficult decision, in the interest of the safety, health, and wellness of the HTCS community, we felt it was needed in order for us to be able to continue instruction and maintain the health and safety of the HTCS community.
- Chair DeWese also reported that the board discussed and approved the candidacy of Ms. Krista Tilson. to serve on our board as a trustee.
- Further documentation will be submitted to the NYSED to have her trusteeship approved. When we receive that documentation back from the state, Ms. Tilson will then be able to commence voting on all matters of the Board.

### **Grievance Committee Report – Trustee Hunter**

- Principal Person reported to the Grievance Committee Chair that there is a student who is having some challenges and some struggles in school and repeatedly violates our Code of Conduct.
- Trustee Hunter and Trustee Nowell have reviewed the documentation that Principal Person submitted, but determined that additional history is needed beyond 2020 and 2021.
- Trustee Hunter stated that a school aide filed a complaint regarding a parent and the Committee is examining evidence to better understand how this event happened to develop a resolution.

### **Academy Director Report – Mr. Maniotis**

#### **Transition to Remote Learning**

- Trustee Williams Murray asked about how the transition back to remote learning and the school closing was going.
- Mr. Maniotis that after the Board met on January, time was mainly spent getting ready to transition to remote learning for approximately the next about three weeks until February 2nd, starting Monday, officially.

- The school wrapped up Wednesday and Thursday in person. The students did asynchronous instruction on Friday. Asynchronous instruction is when teachers will post assignments for the children to work on that they can follow up with, but there is no live instructional component.
- The administrators also spent Friday having the teachers come in to plan for remote instruction and to distribute Chromebooks.
- Once the week got rolling, not only did we start losing more students, but we also lost more staff that had to observe the COVID protocol for various reasons. We were also battling winter weather
- out at random like last year. These are the computers that the students use every day. We started doing that on Wednesday as well. Those that could sign them did so on Wednesday.
- The Elementary Academy it has been relatively seamless, with some minor hiccups in small technical issues. The majority of the teachers that are operating did the remote instruction last year, so it was just resorting back to the old routines.
- There were no new reports this week of anyone needing to follow any type of quarantine or COVID protocols. So hopefully, that will continue to plateau and diminish over the next few weeks.
- Trustee Hunter asked about the technical issues. Mr. Maniotis explained that for some it was just getting into Google classroom and someone needed a new login.

### **Attendance**

- Trustee Hunter asked if there were any concerns from parents or any difficulties in making the transition. Mr. Maniotis reported that one issue was absences when they returned from the holiday break. Not all of them were necessarily COVID related. Some parents we called said, "I don't feel comfortable" or "There's a lot going on."
- The school staff did their best getting ahold of everyone that was absent since this was not typical for a first day back after a break. They asked parents to contact the school as to why their child was out, because they wanted to make sure that 1) they didn't have to follow any additional protocols, and 2) to determine why people were out. Mainly, they were trying to gather as much information as they could.
- Mr. Maniotis said parents were thankful with the changeover because many just didn't feel comfortable.
- Their attitude was "Let's just get through this."
- Attendance has improved. For the teachers, anyone affected by the current situation is able to teach and work remotely because no one is suffering any kind of serious illness.
- Student average attendance by classroom has improved, whereas the first week there were about 9 students per class and now there are about 20.

## **Finance Report – Leslie Roper Thomas CSBM**

Ms. Roper Thomas introduced her colleague, Allosene George. The Trustees may occasionally see an email from her, or she may stand in for Ms. Roper Thomas if she cannot attend a Board meeting or Finance Committee meeting.

### **Revenue**

- The numbers are for the month of November, because CSBM has not had the opportunity to close December since they still are gathering bank statements.
- The projected net income for the full year is expected to be under budget by a substantial number compared to what we've been reporting. The main driver of that is enrollment.
- Revenues are projected to be below budget because of lower per pupil expense.
- The January invoice had a Gen Ed enrollment versus budgeted enrollment translates into a variant that is considerably under budget

- For SPED, the financial makeup of those students is quite different. SPED consists of students that are in three buckets - under 20% who need services; 20 to 59% of the time; and then over 60%. The school gets more money for a student that's in the 60 plus category than you do for the 20% to 59% students.
- We had an offset of IDEA for Sped students, and we received more money than anticipated.
- We also received ESSER Cares I and II grants that were not budgeted so we gained \$423,000. That offset some of the shortfall, but we couldn't make up all of it.
- The projected under budget in revenue was projected last month as well.
- Trustee Dunbar asked if this is occurring in other schools across the Board, and Mr. Roper Thomas responded "Yes."
- Trustee Dunbar asked how the school should address this shortfall and what does this look like from a cash flow perspective and if the school will have a shortfall at the end of the year.
- Ms. Roper Thomas explained that the expected cash rollover has been reduced by expenses where we are running over. Now we're expected to carry over roughly \$358,000 into next year.
- Members of the Finance Committee participated in an extended discussion about the school's financial situation. Trustee Dunbar raised a number of concerns.
  - At the next Finance Committee meeting, Mr. Person and Mr. Taylor should be prepared to discuss the expenses so that we could make adjustments going forward. We need to be proactive. however, there may be areas we can roll back on altogether or reconsider in order to create a more cushioned position.
  - Trustee Hunter - At the Finance Committee meeting on February 8th with Leslie Roper-Thomas, all finance Committee members should be in attendance, including the Principal and DOO.
  - Chair DeWese stated that the Principal and DOO should be prepared to provide us with numbers and data in order to be able to be participatory and provide us information for us to be able to make more effective decisions.
  - Trustee Hunter summarized that the goal is to have an action plan in place to implement for the remainder of the school year, so the budget can see some recovery from such a large deficit.

## Operations Report – Mr. Maniotis reporting for Mr. Taylor

### Facilities

- There were no off-budget expenses in either building for December.
- Lighting in the parking lot of both buildings has been changed to LED bulbs to increase the amount of light output at night.
- There were additional exterminator visits in both buildings due to bedbugs found in belongings of students.
- Installation of a new phone system is now complete in the elementary academy building.

### Operations

- After many delays and tech problems, the Finance Specialist was introduced to the TRS liaison, but she has not started working on the TRS interface. As issues and questions arise, she will be in contact with the TRS Help Desk.
- Over 200 Chromebooks have been distributed to families that need them while the school is currently in remote instruction.
- There was only one request for a Wi-Fi hotspot, which was handled.
- Student Picture Day has been rescheduled due to the school being remote.

- NYSED has requested revisions and more information regarding the ESSER II grant allocations. We'll be working with CSBM on that matter.
- Ms. Roper Thomas reported that many of the grants are being kicked back. NYSED is delving deeper and needs additional commentary. Gretchen is looking into this and she is scheduling a meeting with Mr. Taylor to figure out what has to be done. That is just on the ARP grant. The ESSER I and the ESSER II grant are still okay.

**Vacancies:**

- Grade 3 teacher
- Grade 5 ELA teacher
- Grade 5 Math teacher
- Grade 6 ELA teacher
- Grade 7 Math teacher
- Grade 5/6 social studies teacher
- Grade 7 ELA
- EA Phys-Ed
- EA Dance teacher
- Human Resources Manager.
- Two staff members are out on disability. One returning as of January 10th.

**Teacher Recruitment:**

- Employment ads are on Indeed, Mercy College's site, NYU School of Professional Studies, College of Lake County, Eastern Kentucky University (which is an online teaching degree program or has online teaching degree programs and job target programs.

**Retirement**

- The support staff is not eligible to enroll in TRS. Therefore, they have no employer-based retirement plan. There are some staff members with over 15 years of service at HTCS that fall into this category. w/Old Business
- Trustee Williams Murray asked for clarification on the deficit, and whether we are in the black or the red.
- On a P and L basis, there is a deficit net income.
- However, on a cash basis, there's potentially \$300 to \$350K to carry over into next year.
- The two don't always correlate with each other.
- Negative net income doesn't necessarily mean that you have no cash.
- Trustee Dunbar added that there are some expenses that the school incurs that are not cash expenses i.e., like depreciation.
- This is a non-cash expense. You can have a million dollars of depreciation expense and have a million dollars of revenue and have zero net income.

**Motion made to adjourn the meeting at 8:07 PM**

**Motion made by Trustee Hunter**

**Seconded by Trustee Allen**

**Action: Carried unanimously**

## Harriet Tubman Charter School

Elementary Academy  
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### Board of Trustees Meeting on Zoom February 8, 2022

#### IN ATTENDANCE

##### **Trustees**

Jerima DeWese, Chairperson  
Mildred McGee  
Barbara G. Nowell  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Timothy Johnson  
Marlon Dunbar (6:35 pm)

##### **HTCS Staff**

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Michael Taylor, Director of Operations

##### **Others**

Leslie Roper Thomas, CSBM  
Allison George, CSBM

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Chairperson DeWese opened the meeting.

Consensus items approved at 6:37 P.M.

**Moved to approve the February agenda**

**Made by:** Trustee Allen

**Seconded by:** Trustee Hunter

**Action:** Carried unanimously

**Moved to approve the January minutes**

**Made by:** Trustee Allen

**Seconded by:** Trustee Hunter

**Action:** Carried unanimously

#### **Governance Report – Chairperson DeWese**

- A Time of Silence was held in memory of our beloved Co-Founder, Cliff Frazier, who passed on Thursday, February 3, 2022. Memorial service is tentatively set for Saturday, February 19. More information to follow.
- Trustee Allen will send an eblast to Community Board 3 about the passing of Cliff Frazier.
- Fire alarm- from architect
- Carbon monoxide done.
- Fire alarm- from architect



- Signed by father Stewart
- March 18 will be an inspection of registered alarm

### **Finance Committee Report – Leslie Roper -Thomas, CSBM**

Ms. Roper Thomas presented the budget and revenue figures. Our budget is of great concern because of lower enrollment and our expenses are higher. Factors and positions highlighted that were significant in the budget include coaching, Sped, TA, Higher Learning, bonuses, summer school, security services, substitutes, legal fees, staff development.-----can't be capitalized.. Higher Learning is paid with a federal grant

### **Education Committee Report – Trustee Nowell, Jonathan Maniotis**

#### **EA Ed. Comm. Report – 1/25/22: interim assessment**

- Reading data analysis:
  - As a group, K through 4, students have increased between Fall and Winter benchmarks. Although not the progress we would typically observe. ELL have been steadily increasing between their Fall and Winter benchmarks. Grade 4, is the only grade that has dropped from Fall to Winter and the issue appears to be comprehension skills compared what students may have experienced last year. SWD students have increased from Fall to Winter in grades 1 and 3, but most 2<sup>nd</sup> and 4<sup>th</sup> graders still fall below the 25<sup>th</sup> percentile level. Similar to those ELL students that are struggling in those same grades, most of the issues are correlated to what has been missed over the last year without consistent in-person instruction.
- Math data analysis:
  - Similar to reading, as a group, K through 4, the gains we would typically see between Fall and Winter benchmarks are not as high as they have been in the past, but there still is consistent growth. - ELL and SWD students have been increasing steadily across all grade levels. However, 2<sup>nd</sup> and 3<sup>rd</sup> graders have demonstrated the least growth. This is somewhat expected that second and third graders would have the most difficulty demonstrating significant growth based on the foundational instruction that may have been impacted by events occurring since the spring of 2020 and their adaptability to remote learning.
- Foundations/Wilson Learning Program Follow Up:
  - Regarding any professional development that has been administered, teachers and TAs have been receiving PD on implementing the program. There is still additional PD that will be delivered and should wrap up for the initial PD in early February. This PD is being turn-keyed to the staff through the developers from Higher Learning. After reviewing the virtual PD schedule from Wilson and availability of the staff, it was determined this would be the best way carry out the training. The developers from Higher Learning received the PD directly from Wilson.
- Next Steps:
  - Aside from the typical analysis of data and using that to drive instruction, we're hopefully able to begin using the Foundations program upon returning to the building in February once the materials arrive. The materials have not arrived yet and we are awaiting a further update. We are also changing our mock assessment schedule as detailed below.
- Mock Assessments:
  - In lieu of a third mock assessment, a decision was made to focus on preparation for students taking the NYS assessments this Spring. We received some additional information regarding how those tests will be administered, as well as, their formats and realized our efforts would be better focused on ensuring students are adequately ready for those

specific types of assessments. Although, we did make the change to digital mock assessments for this year, the newly discovered differences between what has been administered and what the students will see in the spring vary enough to warrant this decision.

The Wilson Language program for grades K-4 aligned with State Standards provide an intensive intervention program (Tier 3) that addresses the foundational skills required to read and write. Students must be successful in these foundational skills to be successful in grade 4 and higher.

The materials for the Wilson Language Program for reading have not been received. We anticipated delivery weeks ago so that the program would be implemented in January. In addition, since Wilson's professional development was remote, the Teacher Assistants were able to view the P.D. sessions also.

### Facilities and Fundraising Committee Report - Trustee Allen

Trustee Allen reported that HTCS will apply for a City Council grant this month. He is reviewing other grant opportunities and welcomes recommendations.

### Principal's Report - Cleveland Person

**I. Enrollment:** We are expected to enroll 675 students for the 2021-2022 academic school year. The student enrollment for November was 578 students. There are 62 SWD students and 67 ENL students to date.

**II. Attendance:** The student attendance for January 2022 was 91%.

**III. Staff:**

- There are (14) staff members who represent non-HQ status.
- Vacancies: (13)
  1. ELA – Grade 6
  1. AIS – JA
  2. Grade 3 Gen. Ed
  1. ELA – Grade 5
  1. Math – Grade 5
  1. S. S. – Grade 5/6
  1. Math – Grade 7
  1. FL – JA
  1. Dance
  1. Coach
  2. TA's Grade 3

**IV. Parental Involvement and Outreach:**

- The Principal spoke with Mr. Johnson, the Parent Association President, on January 2022, and we are looking to move the students to lunch and Specials. We are going to be cautious since the inception of the Omicron virus in New York.
- The parents want to know if we have a full staff.

**V. Supervision and Administration**

- The administrative team is working diligently to ensure that all students are enrolled and ready to attend class.
- The administrative team is focused on hiring staff to fill all of the vacant positions.
- The EA and JA students have to complete the COVID survey, receive a temperature check and enter into the building through select designations.

- The HTCS staff reports to school by 7:30 am. They have to respond to the COVID survey through Paylocity and receive a temperature check at the parking lot entrance or the main entrance and then sign in.
- We believe that the staff should receive PD in many areas related to returning to school, as well as, strengthening instructional practices to deliver solid and meaningful teaching schoolwide. The goal is to prepare our students to the best of our ability for the NYS ELA and Math Assessments.

#### **VI. Professional Development**

- Mr. Stephens, Ms. Munoz and Mr. Bedford conducted PD in January.
- The FASST team is involved in Social, Emotional, Learning practices (SEL) for staff.
- We are going to revisit Team Work and Leadership Practices for the entire school due to the large turnover in staff.
- Heather Arabadjis, an author of children’s books, will be conducting a presentation on peer pressure and vaping to the entire JA student population in February.

#### **VII. Student programs, Activities, Trips / Clubs and Events for the month**

- The Extended Day program is in full operation.
- The Claremont Afterschool Program is in full operation.

For recruitment, Trustee Williams-Murray recommended that Principal Person attend Community Board 4 meetings to make a presentation about HTCS.

### **Director of Operations Report – Michael Taylor**

#### **Facilities**

The NYC Department of Health conducted lead testing in the JA, of 190 tests lead was found in 90. The official letter with instructions on the abatement of the lead will arrive toward the end of February. KTM completed some more work on the fire alarm system as it relates to carbon monoxide sensors. Since we were remote for a large part of the month there were no other facility related issues.

#### **Operations**

Completed the NYCDOE invoice for the March 2022 payment. TRS systems training that was scheduled for the backup staff person did happen however it was not training per se; it was a granting access to the system and logging in instructions. The backup person is working on learning the system independently.

#### **Human Resources**

- Current vacancies: Grade 3 Teacher, Grade 5 ELA Teacher, Grade 5 Math teacher, Grade 6 E LA Teacher, Grade 7 Math Teacher, Grade 5/6 Social Studies Teacher, EA PhysED, Grade 7 ELA, Dance, Coach, Spanish JA, and Human Resources Manager. The JA PhysED teacher was hired but has since resigned sighting an offer of 25K higher than HTC.

- Employment advertising is on Indeed, Mercy College, NYU School of Professional Studies College of Lake County Eastern Kentucky University (Online teacher degree programs) and Job Target Programmatic.

Discussion continued about new recruitment strategies: full page ad, outdoor roast, t-shirts, speak at churches and mosques, update marquee more frequently to include special events.

- **Vaccine compliance at 100%.**

The support staff are not eligible to enroll in TRS therefore they have no employer-based retirement plan, there are some staff members with over 15 years of service at HTCS that fall into this category.

**Motion:** The Board of Trustees to go into Executive Session to discuss employment of a particular person

**Motion by:** Trustee Allen

**Seconded by:** Trustee Nowell

**Action:** Carried unanimously

Conversation among the board members ensued for approximately 30 minutes

**Motion:** to resume Public Session

**Action:** Carried unanimously

**Motion:** Moved that the HTCS' Board of Trustees meet in Special Session on February 15 by zoom at 6:30 pm to finalize discussion on the trustee nomination.

**Action:** Carried unanimously

### Addendum to the Education Report

Report from Principal Person on JA interim assessment results received February 11, 2022.

- Reading data analysis:
  - As a group, 5 through 8, students have increased slightly between Fall and Winter benchmarks. However, although there is an incremental increase across the board, most grades are still falling below the 50<sup>th</sup> percentile on average.
  - ELLs have decreased between their Fall and Winter benchmarks. Grade 5, had only a slight decrease. SWD students have decreased from Fall to Winter in grades 6, 7 and 8, especially grade 6.
  - Grades 5 and 7 are performing above the 50<sup>th</sup> percentile. ELL and SWD students have been increasing steadily across all grade levels; however, 6<sup>th</sup> and 8<sup>th</sup> graders have demonstrated the least growth.
- Next Steps:
  - In addition to the typical analysis of the data, teachers will now begin target specific standards and concepts that have been the most challenging and work toward bolstering and spiraling that information into future lessons.
- Mock Assessments:

There are two more mock assessments that will be conducted in the JA prior to the NYS assessments. This data will be used to drive future instruction leading to the upcoming assessment and beyond.

### Addendum: Board Special Session Held on February 15, 2022

**Motion:** Moved that the HTCS Board of Trustees accept the candidate for the position of Trustee on the HTCS Board of Trustees

**Motion:** Made by Trustee Hunter

**Seconded by:** Trustee Allen

**Action:** Carried unanimously

The motion did not receive a majority of votes.

The motion did not pass.

The Special Session was adjourned by consensus at 7:04 pm.

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom

March 1, 2022

#### In Attendance:

##### Trustees

Jerima DeWese, Chairperson  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray

##### HTCS Staff

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations

##### Others

Leslie Roper Thomas, CSBM  
Allison George, CSBM  
Parent (?)

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Chairperson DeWese opened the meeting at 6:14 PM

#### Consensus items

**Motion #1** to approve the February agenda

**Made by** Trustee Williams Murray

**Seconded by** Trustee Allen

**Motion carried unanimously**

**Motion #2** to approve the February minutes

**Made by** Trustee Allen

**Seconded by** Trustee Williams Murray

**Motion carried unanimously**

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### Governance Report – Chairperson DeWese

#### Memorial Service – Founder Cliff Frazier

- Chair DeWese gave greetings and remarks on behalf of the trustees and Harriet Tubman Charter School. All Trustees attended. Several other individuals spoke as well. It was a very beautiful and well attended service

- Mr. Johnson also attended as our Board Parent Representative. Staff members were there as well. Harriet Tubman Charter School definitely provided representation for Cliff, and it was a beautiful service.

### **Fire Inspection**

- On March 18th, we are scheduled to have a Junior Academy inspection and walk through by the NYFD fire department. Madame Chair has communicated with our contractors and all of the requested alterations and changes that were needed to be made by Shirin and Walter Gorman's office has been completed.
- The necessary carbon monoxide detectors have been installed per the specs and codes in the JA building.
- Mr. Taylor reported that one more thing that needs to be done by the archdiocese. The diocese's designated service provider needs to connect the boiler to the newly installed carbon monoxide detectors. Mr. Taylor emphasized to Father Stewart that this must be completed by March 10.

### **Corrective Action Plans**

- Madame Chair stated that this will conclude the Corrective Action Plan for the facility.
- The Board will also be submitting all responses and updates for all Corrective Action Plans to Laura Hill (CSO) once all documents have been signed off on and reported by the end of March.
- Chair DeWese has requested that the administrators update all information on all three of the Corrective Action Plans so that we'll be ready for submission to Laura Hill before the end of the month. Our next check in with the CSO will occur at the end of March.

### **Mask Mandate**

- The Board must determine how we intend to move forward with regard to guidance from the Governor and the Mayor of New York City. Governor Hochul stated that the mask mandate will not be required as of tomorrow, March 2.
- Mayor Adams has reported a different timeline, stating that Monday, March 7 is the date that no masks will be required.
- Madame Chair asked if the Board has discretion to set its own mask mandate, either indoors or outdoors? Mr. Maniotis confirmed it is the Board's discretion. Mr. Taylor added that as of Tuesday March 2, there's no state mandate. But LEAs (local education agencies) can make their own decisions on mandates. Since Harriet Tubman is its own LEA, we can do whatever we want to do in terms of masks.
- The Chair asked for the school's recommendation or position regarding the mask mandate.
- Mr. Taylor suggested that since the New York City DOE has over a million students, HTCS should not implement a mandate before them.
  - He suggested that as of Monday, HTCS relax the mask mandate, making them optional.
  - There is enough literature out there to make an informed decision from different districts and recommendations from the state on how to address this to the school community.
  - Basically, if you want to wear a mask, feel free. But masks will be optional after the 7th.
  - However, if we see an increase in cases or if there's any kind of mandate from the NYS or NYC, a mandate could be reinstated.
- Mr. Maniotis concurred that HTCS would mirror what the city is doing, thereby lifting the mandate and the restrictions on Monday the 7th.
- Madame Chair asked if the mask mandate is relaxed, what about social distancing, in terms of density in the classroom? What is the process for testing and temperature scanning? If the mask mandate that relaxed or optional, what else changes?
- Mr. Taylor (in concert with Mr. Maniotis and Ms. Yarber) clarified that masks and movement will be relaxed, but everything else will stay in place.

- Testing, daily screenings, temperature checks will stay in place.
- The mask mandate and movement to classes will be concurrent with the NYC DOE.
- Keep in mind with Spring Break coming up will be another extended time period where students will be at home. We don't know what that would bring.
- Regarding movement, Mr. Taylor reported the following general processes.
  - Students K-8 are eating lunch in their classrooms right now but will move back to the lunchroom on March 7<sup>th</sup>.
  - In the EA all of the students travel to their specials (dance, music, art, Spanish) PE is in the classroom, but they go outside in the play yard for recess.
  - In the JA, they go to the gym for PE. They move to all of their core classes as normal.
- Social distancing will still be enforced.
- In the EA, one person in the bathroom at a time. In the JA, two or three, depending upon the bathroom.
- Trustee Williams Murray asked for clarification on the date for Spring Break and if the leadership team has a sense of what the parents are thinking or feeling about this?
- Mr. Maniotis responded that Spring Break is the 15th of April.
- As for the parents' thoughts, they vary by academy. But they are informed that the choice is theirs to make as to whether to have their child wear a mask.
- Madame Chair asked if there would be social distancing in the lunchroom. Mr, Maniotis stated that there are more single student desks in the EA cafeteria which help space everyone out. So as of now with the way it is set up, we would still be able to distance anyone according to whatever current recommendations are in place.
- In the JA, Ms. Yarber stated that during COVID, the 7th graders go out for recess while 8th grade is inside of the cafeteria eating, then they switch (20 minutes for recess and 20 minutes in the cafeteria.) We do the same 5th and 6th.
- Madame Chair suggested that if all of the other practices stay in place, perhaps the communication could be:
  - We strongly encourage, while not mandated, that students mask when in movement or in spaces where large numbers are congregated.
  - We intend to maintain social distancing in practice and density at times where is more likelihood to be in close contact,
  - Where possible, we would encourage masking during transitions and when larger numbers are present (cafeteria)
  - We would still require visitors to wear masks.
- Trustee Hunter added that it is prudent that HTCS is gradually, not aggressively, dismissing masks. In that way, not only the students, but the parents have a sense of safety because so many people have become really attached to the mask believing that it's making a difference, especially making sure that children aren't contracting illnesses or sicknesses from one another. The gradual process is productive. Trustee McGee agreed.
- Mr. Taylor confirmed that the school will stay with the testing company going forward, even though the mass mandate is relaxing. They will continue as long as we feel they are needed. It is also wise to address movement and mass first, and then when we return from Spring Break, we can look at the rest of the processes.
- Madame Chair summarized that communication to the HTCS community will state:
  - Changes have been determined as per guidance from both the Governor and the Mayor.
  - HTCS is relaxing the mass mandate, but we will maintain all other COVID-19 protocols and practices, including screening and social distancing.
  - We will communicate that masking is optional, but we do encourage masking in transition or when your student or community member is in close contact with large numbers.

- Since a parent was present in the meeting, Trustee Williams Murray asked for his/her thoughts. The parent posted in the chat area that he/she felt that masks for the children should continue.
- Trustee Williams Murray asked if we had a contingency or plan in place from school leadership if circumstance arise?
- Mr. Taylor responded that the school would still keep it triggers. If there's a case in a class:
  - The class is shut down.
  - Students are sent home with tests.
  - They remain home for the quarantine period, which is still 10 days for us.
  - They move to remote learning.
  - We issue Chromebooks.
  - If there are more cases, we would inform the Board, who would determine if we either go back to masking or go remote.
- Madame Chair stated that the Board would still go by the CDCs guidance that if there is an increase of 10% or 15% of positive COVID cases, then we would go remote. Mr. Taylor confirmed that if the community you're serving is in 10% or more, they strongly recommend you go remote.
- Ms. Yarber stated that most of the teachers said they're going to continue to wear their masks.

**Motion #3** to revise the HTCS Mask Mandate

**Motion made by Chair DeWese:** *In light of the guidance from both Governor Hochul and Mayor Adams, as of Monday, March 7th, HTCS will relax the mask mandate making masks optional. In addition, HTCS will maintaining all other COVID-19 protocols such as testing, screening, social distancing, and monitoring positive cases. If cases reach the CDC threshold, remote learning or school closing would also follow CDC guidelines.*

**Seconded by** Trustee Allen

**Motion carried unanimously.**

- Madame Chair asked the school leadership to draft a communication to address this process with the parents and community. Please send the draft to the Board for approval. .
- Trustee Williams Murray requested that the issue of extenuating changes be stated clearly.
- Madame Chair clarified that the communication would state that this policy change will be effective as of Monday, March 7th, barring that there are no other extenuating circumstances or increases in COVID cases, or change of guidance from Mayor Adams or Governor Hochul on or before Monday, March 7th.

## Education Committee – Trustee Nowell

No report at this time.

## Principal's Report – Mr. Person

- HTCS is expected to enroll 675 students.
- Currently, the enrollment is 578 students.
- 67 students with disabilities are enrolled
- 64 ENL students are enrolled to date
- Attendance for February is 90.8% compared to 91% in January.
- For HR, we had a TA resign and we are currently without Physical Education teachers. There are candidates on deck.



- Parents basically want to know if we have full staff because they're interested in knowing that there are teachers in the school delivering instruction to their children. We are working diligently to fill these positions. It's difficult to find teachers in March, but we are not going to give up.

#### **Admin Focus**

- We are still attempting to enroll students every day.
- We are focused on hiring staff. Two people were interviewed today with another scheduled for tomorrow.
- Surveys and temperature checks are still in place.
- Staff report to school and fill out a survey.

#### **Professional development**

- It has heightened or increased because of the number of non-teaching staff members we have in the school.
- Mr. Stevens, Ms. Munoz, and Mr. Bedford are still conducting PD.
- The FASSTeam is still working on social emotional learning practices for our students and helping the staff to better cope with dealing with the social-emotional aspects of the pandemic.
- Ms. Heather Arabadjis, an author of children's books, conducted a presentation on peer pressure and vaping to the entire JA student population in February. It went very well and we're glad that we now have that under our belt. There haven't had any more vaping situations since the last one, which is excellent.

#### **Support Programs**

- The Extended Day Program is back in full operation.
- Claremont After-school program is also fully operational.
- Mr. Person took the opportunity to thank Mr. Taylor, commending him for his assistance in helping Ms. Raysor do her best to fill in for Ms. Yarber in her absence.
- Mr. Taylor mentored and guided Ms. Raysor continually during her interim administrative assignment as JA Academy Director. It was really outstanding for the Director of Operations, with all his experience at HTCS, to help a future administrator acclimate to the job and actually see her thrive in that role. So, Mr. Taylor, thank you so much.

### **Elementary Academy Director Report – Mr. Maniotis**

- Continuing with professional development, much of the focus is still on foundational pieces that we discussed two months ago.
- We have all these materials we need in the building to deliver the full complement of instruction.
- Teachers have been receiving PD which is addressing one of the biggest needs, which is reading fluency and literacy. Obviously, as we recognize issues, we immediately address them to promote quality instruction.

### **Junior Academy Director Report – Ms. Yarber**

No report at this time since Ms. Yarber has just returned from leave.

### **Finance Report –Alison George and Leslie Roper Thomas CSBM**

#### **Report for January 2022**

#### **Revenue**

- Revenue is projected to be \$612,808. This amount is lower than the amount budgeted.

- Per pupil expenses are lower by \$1,108,100.
- General education is lower by \$1,024,014 since we budgeted for 640 students. However, as of January 31<sup>st</sup>, enrollment is at 579 which is lower by 61 students.
- For Sped, we are lower by \$84,085. We budgeted for 60 students, and we are at 61 students. The difference occurs in the assigned level of the students enrolled.
- To break this down further and show the difference, the plus 60% services is lower by 21 students. The 20% to 59%, it is higher at 30 students.
- The IDEA is higher by \$30,332 than was budgeted. We received \$30,000 more.
- The federal food program is lower by \$54,557 due to the break in the school year with the change to remote learnings, so the allocation is lower.
- The FAMIS funds are also lower by \$4,322. The NYSTL, NYSSL and the NYSLIB make up the FAMIS.
- Fundraising is lower by \$5,000 due to the reduction in the school run programs.
- The ESA Grant I and II showed an increase. This amount received was higher by \$528,700 than what was budgeted.

### Expenses

- The amount projected is \$13,174,064, higher than budget by \$833,098.
- The change in the projection is due to decreases in spending.
  - Instructional personnel expenses are lower by \$348,188 due to the decrease in enrollment and decreased staffing needs.
  - Admin ad non-instructional personnel is higher by \$53,199.
  - Summer School was higher by \$199,230, but this expense was covered by the ESAll Care Grant.
- Bonuses and stipends were higher by \$300,133.
- Payroll tax and benefits were lower by \$81,207. One of the main contributors is health insurance, which is lower by \$46,981.
- Payments to the teacher retirement system were lower due to reduction in contribution.
- Professional service contract costs are higher by \$514,437 due to the need for the fire wardens,
- Substitute services increased by \$84,787
- Legal fees increased by \$12,769 from the law firm Zayas.
- Curriculum costs were higher by \$19,870.
- Textbooks and workbook expenses were also higher by \$77,735 curriculum.
- There was a reduction in the student field trip budget by \$12,500 based on a half year savings.
- Staff development is higher by \$94,578, based on an increase in training which added \$12,300 to Higher Learning and Synergy.
- Facility operations were higher by \$95,092. This was driven by the painting of the EA, the JA building, exterminating, and an increase in the janitorial/cleaning supplies due to the needs from COVID sanitizing.

### Budget Projection

- The four-year projection, as it relates to net income, shows that if we continue with the current trend, the budget lands at a net income of \$1,318,080, with \$127,000 in net income.
- Based on the current projections, we are expecting to show a net positive surplus of \$127,826.
- However, with the \$1.3 million and the net change, and if we continue with current trend, we will land at \$1,445,906.
- Ms. Roper-Thomas added that when the Board, school leaders, and CSBM went through the cost-cutting exercise of identifying funds to close the gap on money that will carry over into the following year, there was actually a variance over-budget of about \$1.8 million.

- The committee that worked on this was able to bring the variance down to about \$1.4 million, actually a change of roughly about \$300,000.
- As we go through the rest of the year and start realizing the savings, we hopefully are not going to be at a point where we're going to have a profit, but rather, we hope to close the gap on what the net income will be.
- As we start to find areas where we are not going to spend the original allocations for the rest of the year, it will help with the budget.
- Ms. George continued that as of January 31st, the cash on hand, excluding the escrow balance, is \$2,127,567. With escrow, it's \$2,202,567. This represents 61 days of cash on hand as of January 21, 2022.
- Cash to be carried forward financially to 2023 is \$445,065, which includes the escrow balance.

### **Grievance Report – Trustee Hunter**

- There were no concerns or problems or grievance issues at the EA or JA.
- On February 18th, the grievance committee met Parent and Student A. We diligently met and talked with parent and Student A about the behaviors being exhibited.
- We reviewed documentation from the School Social Worker as well as the Guidance Counselor and the FASSTeam, as well as any interventions and strategies that were implemented
- We did a thorough deliberation on the materials that were shared with Student A and the parent, taking into consideration all information shared.
- As a result, we have come to a recommended resolution, which we will share with Madame Chair.
- Our recommendation/decision will be shared with Mr. Person, as well as with Parent and Student A.
- This ensures that the Grievance Committee, the Board of Trustees, the school leaders will be duly informed of the decision that the Grievance Committee is recommending as to the student's standing with Harriet Tubman Charter School.

### **Facility/Fundraising – Trustee Allen**

#### **Facility**

- Trustee Allen has sent an email to Attorney Zayas to find out what the status of the lease agreement is for the JA building, as well as the EA building. This has not been turned into him as yet.
- Trustee Allen will be present for the walkthrough with the NYFD on March 18th, which will result in releasing HTCS from the need for fire wardens, which will result in a huge budget savings.

#### **Fundraising**

- Trustee Allen will be sending out an email to get feedback from all the Trustees regarding a major fundraiser for either the third or fourth Monday in September at the Hostos Center for the Performing Arts.
- There will be three awards given out to attract an audience. The first will be The Harriet Tubman Charter School Award, which is a pinnacle award for someone who has been an African American pioneer for the school. The Board, students and staff will determine who that person should
- The other two awards would include The Judge Hansel McGee Award, and The Cliff Frazier Award.
- The Judge Hansel McGee Award should go to someone who has supported the school in the legal arena, and the Cliff Frazier Award would go to someone in the performing arts.
- Monday nights are blackout nights in the theater so we would be able to pull the Broadway crowd, the off-Broadway crowd, et cetera. I think we could put together a quality fundraiser given six months from now.
- Ms. Roper-Thomas asked if this would require any funding from the school. Trustee Allen responded that they should be able to pull it off on without dipping into any HTCS funds.

- Ms. Roper Thomas pointed out that If we're talking about September of 2020, that's into next year's fiscal year. Within the next month, budget planning begins. There already is a set aside or allocation of funds for school led fundraisers. But if we're talking about a gala, we're talking about coat per head. We have to factor in an increase in the amount per head because that's part of the fundraiser.
- Trustee Allen stated that there would need to be a deposit for the hall at The Hostos Center for the Performing Arts to hold that particular date.
- We would also produce a “playbill” in terms of selling boosters and ads for the journal, which also brings in some pretty good money as well.
- Trustee Williams Murray offered her assistance since she had experience with large events.
- Trustee Allen stated he wants this to be a true gala, in terms of at least \$100 a ticket. At the same time, corporations could sponsor blocks or tickets or tables in the amount of 25 to 30 tickets for people, parents, and students who would not be able to afford tickets.
- Trustee Allen concluded with information that HTCS submitted the grant proposal for the City Council, which was due last week Tuesday. We did get that in on time and we proposed receiving \$250K for Smartboards as well as lockers.

## Director of Operations Report – Mr. Taylor

### Facilities

- The New York City Department of Health was in the building testing for lead in the JA building because a student in the building had lead poisoning. They tested 190 areas, 90 of which were found to contain a moderate level of lead which but needs to be abated.
- We did receive the official letter from the city and we're looking for vendors. Is this something that needs to be part of the discussion with the lease negotiations with the Archdiocese? We have 90 days to abate the lead so do we go ahead with it, and then get reimbursed by the archdiocese?
- The archdiocese has also been contacted to arrange service for the boiler so that the fire alarm system is completed and ready for the FDNY inspection on the 18th of March.
- We bought two additional air purifiers for the EA cafeteria in preparation of returning to full lunch service.
- There were no other off-budget facility related expenses.

### Operations

- We received our New York City DOE invoice from March, 2022.
- There is an extensive survey that HTCS has to complete with the US Department of Education. It's the annual civil rights data collection, relating to how many students we have in ENL and SPED.
- The survey asks how many of those students were suspended or retained?
- It also asked if there were any homicides or armed robberies in the school?

### FAMIS Money

- We received our FAMIS allocation money that we have to spend for the upcoming school year by the 18th of March.

### Marketing and Recruitment

- In terms of marketing, we are using the school's budget. We are working with a marketing firm to increase the HTCS exposure, getting News 12 into the building to do a story on the schools,
- We will highlight the HTCS 20th Anniversary and tie in the school's performance against the other schools in the neighborhood, the district, and the state.

- We will highlight our desire to recruit more students to enhance the academic success of students in our area.
- They're also looking to put together some sort of event on Harriet Tubman Day that could also garner some media support at the school.
- We're also working with a Social Media Consultant on a keyword strategy for us. For instance, Google searches for Harriet Tubman doesn't really come up with anything compelling about the school. The algorithm doesn't pick us up so the consultant will reframe the website so that it comes up high on the search list.
- One of the observations they made is that in terms of the schools in District 9 comparing Google online reviews, we have one of the highest at the highest review points and the most reviews. However, this still doesn't come up. Thus, they're working with our Student Activities Coordinator who's in charge of the marketing effort on the school-based level to rework key target points that would be highlighted in a Google search.
- We also will be working with the New York City Charter Center. The Virtual School Fair and Charter School Fair are coming up, and HTCS will be involved in that as well.
- Mr. Person also has heard from Mr. Johnson, and he has been able to visit local Islamic centers on Third Avenue and Boston Road to speak with families promoting Harriet Tubman Charter School, as well as some of our parents from the African community that goes to mosques.
- Mr. Johnson is also waiting for a response back from the Philips Community Center, which is located on Fulton and 170th to share ideas about our school and enrollment.

#### **Human Resources**

- The vacancies are the same from the last meeting, with the exception of the additional PE teacher that we lost as well as the TA this week.
- This was not due to any dissatisfaction with the school. She is studying to become a school counselor, and she has to do an internship full time.
- In terms of getting people in the door, we are actually starting to interview now for positions for next year. We're looking beyond the school year and trying to get people in for September.
- In addition to that, we are participating again in the New York City Charter Center's Virtual Employment Fair as well as looking at exploring other upcoming job fairs that are either free or nominal in cost to attend those as well.

#### **Support Staff Retirement**

- As discussed with the Board previously, the support staff is not eligible to enroll in TRS or any other retirement program. Therefore, they have no employer-based retirement planned.
- There are some staff members with over 16 years of service at HTCS that fall into this category that and still have no retirement.

#### **Recruitment Materials**

- Trustee Allen stated he would reach out to Mr. Taylor about the job fair. He also asked if there were any flyers for enrollment with students?
- Mr. Taylor stated that they're very bulleted "enroll now" tear sheets with not a lot of information. The other is the one that Trustee Nesbit worked on, but it is very wordy. He will send those to Trustee Allen.
- Trustee Allen wants to distribute them to specific places and Community Board 3 is meeting next Tuesday at six o'clock where he can share materials.
- Mr. Taylor reminded the Board that outreach is part of the Parent Coordinator's responsibilities. He goes to daycare centers and the like, so if there is somewhere that we need him to go, we just need to give him a heads up and he will represent the school along with other staff as well.

- Mr. Taylor also reported that they made an addition to the website. When you log on, there's an overlay that says enroll here and teach here. It takes you directly to the places on the website on the front page on top of where the rotating pictures are, overlaid on top as well.
- Trustee Williams Murray reported that Community Board Four meeting is the fourth Tuesday of the month. The Educational Committee is the third Thursday of the month. She sent the contact information for the chair. It's very easy to pass job postings along to them because they will forward it to the Board. The sooner we can get that information out the better because there is a lot of people who can get information from the community board and it's a great way to spread information.
- If someone from HTCS will contact them and let them and ask to present at the Education Committee and then to the general board. Also, if someone could pass along the job postings to them, it is a great way to disseminate information. They could also receive the flyers or anything that the school has about the upcoming lottery.
- All the community boards work through the Bronx Board President's office. They're all listed on the website with all the contact people. We should reach out to them all and since it a great way to spread information to the whole community.

### Recruitment Date Change

- Trustee Williams Murray asked about changing the date. Mr. Taylor reported that the state has pushed it back by 4 days. The schedule will need to be revised but it has to be whatever day the lottery is closed. April 5th is the date the lottery will be held.

## New/Old Business

### Seating a New Trustee

- With the resignation of Trustee Emeritus Cliff Frazier due to health issues, the Board of Trustees interviewed 2 new candidates and have decided unanimously to forward the name of Ms. Christa Tilson to the NYSED for review and approval.
- Chairperson DeWese made the following motion:

***Motion #4:*** *The Harriet Tubman Charter School 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, and having reviewed the application in its entirety, has voted to select **Christa Tilson** as a member to its Board of Trustees, with a term expiring on November 1, 2024, pending approval by NYSED. The resolution approving **Christa Tilson** is adopted upon NYSED's approval.*

**Motion made by** Chairperson DeWese

**Seconded by** Trustee Hunter

**Motion carried unanimously**

### The Pending Abatement

- Trustee Williams Murray asked Mr. Taylor about the abatement and the cost. She asked if this has been communicated to Mr. Zayas. Trustee Allen has asked for a follow-up regarding the lease negotiation, and this is an important point.
- Mr Taylor stated that Mr. Zayas doesn't communicate with me because he says he's the Board's lawyer. He will forward the information to the Board so they can send him the actual abatement issues.

- There is no information on cost since no bids have come back yet. Once Mr. Taylor get the bids, he will send that off to the Board or Trustee Allen and then Mr. Zayas can be notified.
- Trustee Williams Murray stressed that this needs to be addressed ASAP since this may be a sticking point in getting the lease finalized.

**Public Comment**

- Trustee Williams Murray asked for any public comments. There was none.

**Motion #5** to adjourn the meeting at 7:36 pm.

**Motion made by** Trustee McGee

**Seconded by** Trustee Hunter

**Motion carried unanimously.**

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718.991.4181

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### Board of Trustees Meeting on Zoom Summary of April 5, 2022

#### **In Attendance**

##### **Trustees**

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Christa Tilson

##### **HTCS Staff**

Cleveland Person, Principal  
Jonathan Maniotis, Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations

##### **Others**

Leslie Roper Thomas, CSBM  
Dr. Marlaina Palmeri, Accountability and Compliance Consultant

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Chairperson DeWese opened the meeting at 6:11 PM

#### **Consensus items**

**Motion:** to approve the Meeting Agenda

**Made by:** Trustee McGee

**Seconded by:** Trustee Tilson

**Action:** Motion carried unanimously

**Motion:** to approve the February minutes

**Made by:** Trustee Hunter

**Seconded by:** Trustee McGee

**Action:** Motion carried unanimously

**Motion:** to approve the March minutes

**Made by:** Trustee Hunter

**Seconded by:** Trustee Tilson

**Action:** Motion carried unanimously



## Governance Report – Chairperson DeWese

### Board Retreat

- It was determined the Zoom Retreat will take place on Saturday, April 23, 2022 from 10:00 AM to 2:00 PM
- The focus will be on reviewing the Board Strategic Goal Plan and the Board Action Plan

### JA Building Inspection and Certification Status

- On March 18th at 6:00 PM, we had a fire inspection done by the fire department. We passed the fire inspection, and the new fire alarm system has passed as per the NYCFD. Walter T. Gorman, our architect, and KTM representatives who are the individuals who installed the new fire alarm system in the JA building, all walked the building. There is still paperwork that needs to be corrected by Walter T. Gorman (architect) who incorrectly filed it as an existing fire alarm system, not a new fire alarm system.
- Gorman will resubmit the paperwork, which then gets signed by KTM who resubmits to the Buildings Department. It is then deemed certified and registered.
- We are not going to move away from using the fire marshals, the fire wardens, until the paperwork issue is completed just to ensure that we're good in terms of compliance. Once the paperwork is completed and updated appropriately, signed and filed, we will discontinue use of the fire wardens

### JA Lead Abatement

- There was a case of a student who was diagnosed with lead poisoning, It was determined that the student did not get exposed at HTCS.
- Mr. Taylor has worked to obtain two RFP quotes for lead remediation and abatement. We have notified the Archdiocese and the attorney for the archdiocese regarding this expense and need for them to cover the cost. In the event the event they come back and say they can't do it, we have CSBM looking at other alternatives in our budget.

### Lease Negotiations

- Archdiocese) had previously sent an email to our attorney regarding their response to our last counteroffer.

### Mid-Term Site Visit

- Chair DeWese and Mr. Person were contacted by Laura Hill regarding the Mid-Year Site Review. We are nearing the middle of our renewal period.
- Protocols have been sent as to who is responsible for what.
- Documents were loaded into the Portal by Dr. Palmeri and Mr. Person that will be reviewed during the site visit on June 14<sup>th</sup>. Laura Hill has also requested that Mr. Person be listed as the owner rather than Dr. Palmeri, but he can invite her or anyone from the School or Board to serve as collaborators who can review, edit, or submit documents.
- All required documents for the Site Visit would need to be downloaded to the portal by April 15<sup>th</sup>. The only thing Laura has requested outside of the required documents is the updated Board Org Chart with Trustee Tilson added and Founding Trustee Frazier removed.
- Trustee Tilson has been officially approved by the CSO and the NYSED. She did an amazing job of submitting all of the required paperwork perfectly, with no requests for resubmission.
- Trustee Tilson has already been jumped right in. She has also indicated her preferences for Finance, Grievance and the Education committees.

## Finance Committee – Leslie Roper Thomas CSBM

### Revenue

- Budget is projection was provided with a net income. Seems we are below budget.
- Lower enrollment has had a big impact. Some of the deficit was made up with the IDEA funding.

- We are still running lower in the federal food program FEMs have been running lower all year.
- We eliminated fundraising events with three months left of the school year.
- The ESSER Grants I and II are offsetting about half of the shortfall.

#### Expenses

- Projected expenses as per our budget were presented.
  - Instructional personnel expenses are running lower. Non instructional staff is running higher due to a reassignment of positions. Part of these expenses covered are covered by the ESSER grant. Bonuses and stipends are higher because we're paying teachers more.
  - Stipends, After-school teachers, and Substitute services are an expense.
  - Payroll taxes and benefits are lower because salaries overall are lower.
  - We are over on budget in professional services, contracts, and security costs.
  - We also paid additional legal fees for about \$12,000.
  - Staff development is running over budget due to increased services from Higher Learning as we are without the Instructional Coach. Expenses for this are being covered by Title II, Title IV and the ESSER II grant.
  - Facility and operations are also higher due to the painting of the EA and the JA buildings.

#### Cash Carry Over

- Cash to be carried over into next year is projected, including the payment for the playground. Also includes capitalized expenses for Chromebooks and the like.
- We may have to disperse the money through the Emergency Connectivity Fund.

#### 2022-23 Budget

- Budget has to be completed by June 30<sup>th</sup>.
- A first draft of the budget will be presented at the May Board meeting.
- If there are any changes that need to be discussed, it can be done at the Finance Committee meeting. The plan is to have a draft for the Board to vote on the first week in June.

#### Donations

- Dr. Palmeri asked about personal donations to HTCS. Ms. Roper Thomas explained that anything that's donated to Harriet Tubman or to any school it normally comes with a donation letter if it's over \$5,000. It is also restricted. The auditor will confirm with the donor that he/she actually gave money to Harriet Tubman.
- The donor sends a check with the letter to the school. Ms. Addo makes a deposit as a contribution, and it is booked as revenue.
- If it's less than \$5,000 there is no need for a donor letter. The donor sends a check to the school and just notes it as a contribution.
- If they want it earmarked as to what they want it to be spent on, the School will need to know this so that CSBM can record it as such in the financial accounting system. There is draft that has been used that can be shared with a potential donor.

## Education Committee Report – Trustee Nowell

#### Welcome to Trustee Tilson

- The Education Committee met March 22 and welcomed a new Trustee, Christa Tilson. She is an experienced educator with a specialty in administration of special education in schools.

#### Cyberbullying Workshop

- The Parent Coordinator lead the meeting that was also facilitated by the Clinical Medical Mental Health Service in the Bronx located on the campus of Fordham University.
- About 40 parents online. The presenters gave background as to what cyberbullying looks like and what

students can do in such situations.

- Many parents did not know that cyberbullying was occurring. The presenters informed the parents could have such conversations with their child and explained what the conversation should look like.
- Parents stated that the presentation made them more aware of this issue and instructed them how to look into their children's devices to figure out if they were being cyber bullied.
- Mr. Person said that the parents really appreciated the information.

#### **Three on One Program**

- This program uses a teamwork concept through basketball which fosters mentorship, teamwork, academic, and behavioral monitoring of all participants. It instills a sense of accountability for each participant. Participants must abide by the HTCS Code of Conduct.
- Teams are officiated, coached, and monitored by HTCS staff.
- It is all-inclusive and everyone is buying in.

#### **Fitness Bootcamp**

- Facilitated by Mr. Tim Johnson, Parent Representative on the Board of Trustees, and personal trainer. He has conducted training with the staff as well.
- Motivational sessions to focus on understanding how your actions affect the present and future.

#### **Ambassador's Youth Council**

- HTCS Guidance Counselor met with Mr. Daniels, a program director of Justice Ambassador's Youth Council at the Center for Justice at Columbia University. Mr. Daniels will engage in discussions about:
- Dangers of Cyber Bullying
- Failing to take education seriously
- Fighting with your peers in and out of school which is something that Harriet Tubman has had to deal with, especially out of school

#### **Core Value - Respect (April 4- 8)**

- Respect for diversity
- Preventing bullying, intimidation, bias-based harassment through events and activities aimed at teaching our students social responsibility and violence awareness.
- Mr. Person stated, "We believe that a positive and healthy school culture and climate are some of the foundations of building a high quality learning environment. This creates a condition for effective teaching and learning."
- Stop, think, act and then reflect on what you've done = STAR.

#### **Technology**

- We are working with parents to help them understand all the various devices that children have in the home that may cause problems with their peers. This is being reinforced at the school.
- While there were no Parent Association in person meetings this month to address this, there have been one-on-one meetings, FASSTeam meetings, and meetings with the Academy Directors.

## **Elementary Academy – Mr. Maniotis**

#### **Assessments**

- Mr. Maniotis gave us an update on the upcoming ELA assessments.
- There has been no formal assessment for 2 years, so this year is really a benchmark year
- Usually, our 3<sup>rd</sup> grade is the strongest grade in the school, in math and in ELA. Yet the data show that they are just about a grade level.
- The other grades are running with a very low proficiency for us.

- Reasons could be attributed to a number of new staff people. In addition, many of our experienced teachers are no longer here.
- Teachers and students are working very hard. Our students are having to navigate the whole idea of what a state assessment is because it has been so long.

#### ELL

- The ELL students are doing a little better than Gen Ed. Mr. Maniotis pointed out that this is a small sample group that can skew the data when you compare it to a larger body of students.
- ELL students have missed immersion for 2 years. With immersion, they're in school and they hear English all day long. But when you have remote instruction, the amount of English that they hear on a regular basis is reduced. This does affect their comprehension of English.

#### SPED

- Students have their needs met as noted on their IEPs.
- However, they also have suffered without the person to person support when we were on remote, so this has hurt their assessment scores.

#### Staffing

- There is a staffing problem everywhere. Some of the teachers are at retirement, some are tired, but Trustee Hunter pointed out that the onus is not just on the school for hiring. It's also on the Board to look at recruiting newly qualified or retired teachers who are able to work in the classroom.
- Trustee Tilson mentioned that we could reach out to retired staff who are educators at Hunter College or Lehman College.
- The teacher market is very competitive right now and people are shopping around for salaries
- Harriet Tubman is facing a financially tight situation. Perhaps we can consult with other independent charter schools and see what they are doing to recruit staff.
- Trustee Hunter wanted to be sure that our Code of Conduct is updated (i.e., vaping) especially as it pertains to SPED. Trustee Nowell said that the Board will hear more about this and the Family Handbook when we go to New Business.

#### Curriculum

- Mr. Maniotis explained that the Wilson Foundation program is our main Reading curriculum for Grades K-3, and for grades K-4, Just Words is the supplementary program, focusing on vocabulary and sight words.

## Junior Academy Report – Ms. Yarber

#### Assessments

- Ms. Yarber reported that on the Star 360 report for Math in March (Grade 6-8) are doing relatively well at they are at or above the benchmark. ELA is still a challenge. There's a shortage of experienced ELA teachers. Setting up Summer School and the staff is still to be determined.
- There are no STEAM activities this year in the After School program, and no Robotics in the Elementary Academy.

#### FOX News

- Harriet Tubman was on Fox 12 News, represented by represented Ms. Yarber, Mr. Taylor and Mr. Person. A link to this event will be on our school website.

#### Community Board 4 Visit

- Ms. Yarber presented at the meeting and attendees suggested that she return.
- Trustee Williams Murray, who attended the meeting, said that Ms. Yarber she did an excellent job in her presentation. She sat through the entire meeting. The Community Board will distribute brochures, and they have vast reach because it's a political organization. Trustee Williams-Hunter explained the benefits of working with a school board.

- Ms. Yarber said that she electronically sent flyers that also included job postings. There is also a link or a QR code that takes them to the HTCS website, employment vacancies, as well as student vacancies.
- Trustee Williams Murray is on the Youth Education Service Committee which is putting together a resource manual with connections to the community and would be a great resource for Harriet Tubman.
- Ms. Yarber said that she was very impressed with Community 4's housing initiative which finds housing for people. HTCS stated that there are staff who could benefit as well as families.

### The Lottery

- Trustee Hunter inquired about the implementation of the lottery.
- Mr. Taylor reported that the lottery went well. It was quick since it is now done electronically.
- Since then, the School has been setting up appointments for registration, Kindergarten and Grade 1 are first because that's our priority.
- We have a team of people working on the registration and a team of people working on setting up the appointments for the registration. There have about 30 intake calls scheduled tomorrow and Thursday.
- We are looking for 75 students in each grade and registering 100 Kindergartners.
- Mr. Taylor also reported that a Charter School contacted families last week, and the week before, and we had already registered these students. He believes that this is against state policy. Schools have to wait until April 1<sup>st</sup> to contact parents. We could only take applications until April 1st.
- If the school had more applications on April 1<sup>st</sup> than seats, then a lottery has to be held.
- To call and register people before April 1st may be against state policy.
- Mr. Taylor reminds parents of the benefits of enrolling in HTCS. Applications are still open.

### Grievance Report – Trustee Hunter

- Trustee Hunter reported suspensions for the month of March and the respective reasons.
- Trustee Hunter updated the Board on the Grievance Hearing held on Feb.18<sup>th</sup>. A concern of cyber bullying and fighting away from HTCs and on weekends has impacted instruction.
- The Board and school leaders engaged in a lengthy discussion about preventative strategies, societal influence, and parental awareness of cyberbullying. Professional development for staff was also discussed.

### Facility/Fundraising Committee Report – Trustee Allen

Trustee Allen discussed regarding the lead abatement in the JA and the Boards needs to determine what needs to be done in terms of the getting it removed. Additional information is in the Governance Report.

### Principal's Report – Cleveland Person

- HTCS is expected to enroll 675 students.
- Currently, the enrollment is 584 students, including SPED and ENL students
- Attendance for April is 91% compared to 90.8% in March.
- The staffing only increased by one. We lost a teaching assistant over the last break.
- Parents are asking why we're not fully staffed. We are still actively hiring and interviewing. The pool is very limited right now, but we are not giving up.
- We have five candidates that we are going to consider.

### Admin Focus

- We're still working very diligently to enroll students. The packages that we've put together (Instagram, Facebook) with the marketing person are actually working and we hope it continues to get better.

### Assessments

- The students in Grades 3-8 took the New York State ELA assessment, March 29th through the 31<sup>st</sup>.
- The writing was a little difficult, because it requires stamina, like always. Students don't have it because

they've been out of school for so long.

- This was an introduction back to school and what state assessments look like.

### **COVID Protocols**

- Students are still taking the COVID survey. We know that things are changing. Students do not have to wear a mask in school if they choose not to, so we're slowly breaking down some of the barriers. We are in full transition now.
- Students also go to the cafeteria to eat.
- Staff are reporting as usual. They have to take the survey.
- We're going to give staff members two testing kits, which would be a total of four tests. If they wake up not feeling well, have a cough, sneezing or fever, they know to stay home.
- We ask them to take the COVID test before they come in.
- We have many test kits, so we're going to give every staff member four tests. They should take it if they wake up and they're not feeling well.
- We're still doing the temperature checks.

### **Professional development**

- Professional development has been conducted with Mr. Stevens, Ms. Munoz, and Mr. Bedford.

### **Support Programs**

- I totally agree with Ms. Yarber and Mr. Maniotis. In today's society, children don't get to go outside and play so socialization is different.
- Because of what's going on in the streets with crime and everything else, parents just feel like it's better to keep their children at home, but they're missing the socializing, being outside, and understanding how to play. We need to get back to students coming outside and learning how to play all over again and have fun and just be together.
- The FASSTeam is diligently working on SCL with students, as well as staff.
- Because of Respect For All week, it's been all hands on deck and the activities in the programs, I think, are really great.
- The lottery went well. We're excited about our position right now.
- The Extended Day program is in full operation and the Claremont After School program is in operation.

## **Director of Operations Report – Mr. Taylor**

### **Facility**

- There were no off budget expenses in the Elementary or Junior Academy.
- We received two bids for the lead remediation as well as two vendors that declined to bid the job.
- There will be a third bid by the end of the week.

### **Operations**

- In terms of operations, we completed the Period 6 DOE invoice. This is the last payment from the DOE for FY 22.
- Leslie and her team helped the school immensely with an \$18,000 grant for assistance, providing supplies for the families of unsecured students at HTCS. The money is earmarked for things like laundry cards, uniform assistance, deodorant, toiletries and the like.
- The FAMIS ordering (New York State textbook Law) was completed this year. The books, library books, and software are beginning to arrive.

### **Recruitment**

- Our final push for recruitment of students involved a heavy push on Facebook and Instagram, along with a paid advertisement in the New York Post Charter School edition, where they have a charter school guide.
- It ran Monday through Friday in the online edition of the New York Post, and an ad for Harriet Tubman

Charter School went into those ads.

- We held the lottery this past Saturday. It took about 30 to 45 minutes. We seated 100 students which was the goal.
  - 100 Kindergartners
  - 36 for Grade 1
  - 35 for Grade 2
  - 5 for Grade 3
  - 4 for Grade 4
  - 4 for Grade 5
  - 15 for Grade 6
  - 9 for Grade 7
  - 16 for Grade 8
- This would get enrollment to 687.
- Registration is two steps. We're doing a Zoom registration with our registration teams.
- Mr. Taylor elaborated on the process and follow up with families and a special outreach to kindergarten families.

#### **Human Resources**

- CPR/AED training was scheduled in the month of March. This training is required for a percentage of the building staff.
- We are beginning to interview and to extend offers for teachers for the fall.
- We seek to have all new staff attend on the first day of professional development.
- Our staff has been through a lot this year: COVID, the mental COVID stress and stress on the students.
- If the Board has any ideas about something we could do to celebrate their work this year, that would be appreciated.
- Mr. Taylor stated that he has a meeting next week with TIA CREF regarding some sort of retirement plan for our non-teaching staff, so more on that to come.

#### **Marketing Campaign for Recruitment**

- Dr. Palmeri asked if Mr. Taylor was pleased with the marketing initiative.
- Mr. Taylor liked the analytics, the back end of Facebook and Instagram, because you can really see what the clicks and the clicks were really high.
- It was drove a lot of traffic to the website and to the application.
- When they come into the school website, I know they're coming from social media. They're not coming from the charter center. We're going to keep that going because people will drop off.
- With regard to the wait list, to have 600 applications is low for us. Pre-COVID, it would be 2,000.
- We need to build up that wait list, so we're going to continue.
- Of all of the things that we've done, I would say that that was the most effective.
- We're also working with an internet search engine consulting firm to try to seed our website with documents that have the right keywords in them.
- Dr. Palmeri asked if the data on the school's academic results and parent satisfaction show up in the social media ads. This is one of the most salient hallmarks of HTCS since the HTCS students in all subgroups report higher proficiency than CSD 9 and similar NY schools.
- Mr. Taylor is meeting with the Student Activities Coordinator and the marketing consultant to go over the first pass and what he's done. We will ask him if we need to put more things about the academics.
- Dr. Palmeri offered her help if he needs any data on performance since this would raise the school's profile.

## New/Old Business

### Family Handbook

- Trustee Nowell reminded the Board that she sent the edited family handbook. She suggested that a small group look at the things that were highlighted in blue. The Board discussed and agreed that Code of Conduct should be in the handbook. Please take a look at what was sent. There may be some overlapping with the information in the Family Handbook and the website.
- Dr. Palmeri was thanked for her work on formatting and suggestions for our handbook.
- Dr. Palmeri stated she has some examples of exemplary handbooks to compare and contrast.

### Communication and Responsiveness

- Trustee Williams Murray addressed the issue of Board support, communication with the school as well as how she could help the board with her connections in the community.

### Board Retreat

- Saturday April 23<sup>rd</sup> (10:00 to 2:30) would be the date of the retreat. Items on the agenda would be:
  - Progress Check-in #2 for the 2021-24 Strategic Goals
  - Update on the Board Action Plan
  - Discussion around the preparation and protocols for the Mid-Term Site Visit Review with the CSO reviewers.

**Moved to: to adjourn the meeting at 8:21 PM**

**Made by: Trustee Nowell**

**Seconded by: Trustee Allen**

**Action: Motion carried unanimously**



## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom Meeting Minutes of May 3, 2022

#### In Attendance

##### **Trustees**

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter  
Kinanda Williams Murray  
Christa Tilson  
Marlon Dunbar  
Timothy Johnson. Parent Rep

##### **HTCS Staff**

Cleveland Person, Principal  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations  
Mr. Jackson, Teaching Assistant

##### **Others**

Leslie Roper Thomas, CSBM  
Allison George, CSBM  
Dr. Marlaina Palmeri, Accountability and Compliance Consultant

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Chairperson DeWese opened the meeting at 6:08 PM

#### Consensus items

**Motion:** to approve the reorder of the presentation of reports on the Agenda

**Made by:** Trustee Nowell

**Action:** Motion carried unanimously

**Motion:** to approve the April minutes

**Made by:** Trustee Tilson

**Seconded by:** Trustee Hunter

**Action:** Motion carried unanimously

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### Principal's Report – Cleveland Person

**Enrollment:** Current enrollment for April was 583.

**Attendance:** The attendance for April was 96%.

**Parental Involvement:** Many of the parents want to know how long we'll be conducting the temperature checks and doing COVID testing. We are going to continue until the end of the school year. Speaking with Mr. Johnson on

behalf of the parents, he wanted to know if HTCS is up to date with building codes. (This will be reported under governance.)

**Supervision and Administration:** The students took the ELA and Math assessments. The Math assessment was on the 26th through the 28th. All students were present. There were 3 opt outs combined for ELA and math.

**Professional Development:** The PD this month was conducted by Mr. Stevens, Ms. Munoz, Mr. Bedford, and Mr. Mora along with the FASSTeam which is still doing the Social Emotional Learning PD for our staff. We held Respect for All Week and had student workshops with Mr. Johnson. Ms. Yarber will go into in detail.

Ms. Yarber added that Respect for All Week was basically teaching, talking to, or having discussions with our children about being tolerant of people who are not like them, people who are different. We discussed diversity, disabled persons, and acceptance of people who are not like us. This covered religious acceptance, gender and identity acceptance, celebrating kindness, and basically respect for all and treating people the way we want to be treated.

**Extended Day Program:** It is still ongoing, and the Claremont program is still in full operation.

#### **Special Programs:**

- Student trips began this month.
- Testing is over and senior activities began this month.
- We're in Twin Spirit Week and today was Twin Day.
- Mr. Jackson discussed the Cyberbullying workshops. A guest facilitator came in (Jarell Davis) and spoke to the students about the harm of cyberbullying and different outlets that the students could take. He addressed any concerns that students had. He mentioned the fact that students do things because they want to feel wanted. He offered them different approaches and programs they can look forward to. He addressed the positive and negative side of where bullying can go. The students really enjoyed the presentation, and it was heartfelt to see somebody similar to our students share their experience.
- Mr. Davis stressed that your life could change, and not to let the moment define you. Mr. Davis has done Ted Talks so you can Google him. He was arrested at the age of 15 and he turned his life around. Now he's a graduate of Columbia. He shared the mistakes he made and how he was able to turn his life around. Several students saw themselves in him. One of our students broke down in tears and wanted to apologize for everything that (s)he has been doing to other students.
- Mr. Davis brought other young men and women with him. They did small group activities where students shared their concerns. Basically, the children want to feel accepted. This is why the cyberbullying was important to address.
- Ms. Yarber added for Health and Well-Being PD, a fitness trainer came in to do a boot camp with our young men. Mr. Tio Johnson was brought in by Ms. Mondesir, the School Counselor. He has worked with the students and staff in the past before the pandemic. He also works with Claremont. He worked with 150 of the male students. They discussed positive mindset, fitness, and nutrition and then afterwards they were able to explore some workouts that they could also do at home.
- For the female students, the focus is on inner/outer beauty. They'll do facials, makeovers, and self-esteem.
- Mr. Person also explained the Explorers Program the school is currently involved in. They're looking to hire students for a summer youth program.
- There will also be a dental clinic tomorrow and Thursday on May 4 and 5 where a dentist examines the K-8 students' oral health if the parents have given their consent.

In response to Trustee Hunter, the credentials of the Cyberbullying team were given. The presentation was done in various sized groups. Administration was there. There were 4 sessions for every grade. The New York Community Justice Alliance and Advocacy sponsored it. The students were given a survey to rate the presentation and how it affected them.

**Impact:** Ms. Yarber reported that since the PD, the climate is much calmer, especially with one student that has been problematic. There have been fewer complaints about the cyberbullying. Parents haven't been calling as much, specifically from the older students. Prior to that, almost every day, police were showing up and parents were complaining. Particularly with some of the older kids who were having a lot of issues, it has been pretty low key so far.

Mr. Person added that awareness is very important. Giving students information and providing them with different avenues to develop a better understanding of any given topic is effective. The team did a really good job of explaining how too much of anything can be overwhelming, and how to understand what "Stop!" means. To be able to say, "I don't want to do this anymore. It's making me feel a certain way."

Outside agencies who deal with the social-emotional issues professionally, they communicate with students on a level that they can understand. They speak in their language. Seeing people from the community that they see every day, who talk the talk can break it down. It has more impact. It was very positive.

Trustee Hunter stated that very important to further consider how to continually be impactful and to continually decrease the amount of physical or cyber bullying that has been happening.

### **Enrollment Strategies:**

Mr. Person stated:

- The revised social media campaign has already brought in 67 students.
- The lottery was held early on the 2nd, as opposed to the 27th of April.
- We have been going to early childhood centers aggressively.
- The money that was allocated to the school we've used that on social media marketing, an internet consultant, and buying an ad in the New York Post. They have an issue dedicated to charter schools.
- We followed that up with an electronic ad in the New York Post on their online and mobile edition.
- We are on Facebook.
- We are enrolling students early to lock them in.
- We have scheduled an Open House on May 13th in the afternoon since that's a half day. The incoming Kindergartners can meet the teachers and the school.
- We have sourced out Harriet Tubman backpacks, uniforms, and school supplies for the Kindergartners so that they are aware of what they'll get when they start in September. This was paid for by a \$17,000 grant.
- We looked into bus tail and shelter ads, but from a budget perspective, we will have to wait until summer to do that.
- When we receive applications, we get it in real time, and we address the application immediately

**Social Emotional Learning:** Dr. Palmeri regarding the increase in mental health issues among our young people. Ms. Yarber reiterated that this issue is real, not only at Harriet Tubman, but across the US. It's an overwhelming issue, not just in terms of being addicted to social media and cellphones. Mental illnesses have increased tremendously. This is what our staff and parents are dealing with on a daily basis. We are partnering with agencies, having meetings, and talking to each other and to students. It's overwhelming for parents as well, because parents and children are arguing and fighting more as well.

**Thurgood Marshall Mock Trials:** Trials start tomorrow at 1:00 and then again on Friday. They are virtual and the Junior Academy Director will send the link.

**Summer Program:** Summer Boost only funds 1/3 of the Summer School program. We submitted our application specifically for students who need remediation or have failed coursework. Student are invited to the programs who meet the criteria. Madame Chair suggested that we notify parents of identified students that we are anticipating participating in the Summer Boost Program which will focus on students who are struggling academically.

## Parent Association Report – Timothy Johnson, President

**Cyberbullying:** Mr. Johnson reported that regarding the cyberbullying workshop, his daughter said that it was very informative, and she learned a lot from it. The bullying issue is big and it's not a game. It's real. The next time the school has something set up, I'd like parents to be a part of it. We need more events like this and then we can continue to move forward.

**Lead Abatement:** Mr. Johnson asked if the Board is informing the parents as to what's going on? Mr. Person stated that as the principal of the school, he has not notified the parents.

- The Board and the Board's attorney are dealing with the order from the Department of Health.
- Mr. Person updated the Board on the current status of the lead abatement.
- Ms. Yarber added that communication needs to be specific for the parents.
- Dr. Palmeri offered to research the NYC DOE Code Guidelines for schools when there is a notice of lead.
- Madame Chair recapped what the Board wants the letter to say. The Board will await further information from Dr. Palmeri regarding applicable codes and notification rules to make sure that HTCS informs the parents in the appropriate way.
- Madam Chair assured Mr. Johnson that the Board is taking this seriously and is moving expeditiously through the process to get the lead abated, remediated, and resolved. At this time, there is no harm to the students or the staff and no circumstances in the building present any harm.
- Cost estimates range between \$180,000 and \$230,000 to fix the problem.
- Mr Taylor stated that the archdiocese has stated that they want to control the expense and the vendors that come in. They will take care of the remediation.
- Madame Chair stated that while that may be acceptable, we have to operate within the guidelines of what Dr. Palmeri finds.
- If the archdiocese is taking too long or drags their heels on this, the Board has to move to remediate it and then negotiate with the archdiocese.
- While it's not at levels that are a danger or risk, Madame Chair stated that the Board can't be cavalier regarding the abatement.
- If the Archdiocese is required to notify and has taken responsibility for the abatement, the Board should still monitor the process closely. These are the requirements the landlord must fulfill and shifts the responsibility to them if the code states it as such.
- Madame Chair confirmed that no communication would go out without legal counsel's approval. More importantly, the Board should ask for a letter of notification that as the landlord, the Archdiocese is taking responsibility to get the vendors. They take the legal risk and liability.

### Graduation

Outdoor graduation will take place for Kindergarten, Grades 4 and 8. Monday the 27th for Kindergarten, Tuesday the 28<sup>th</sup> for 4th Grade, and Wednesday the 29<sup>th</sup> for 8<sup>th</sup> Graders.

## Governance Report – Chairperson DeWese

**Board Retreat:** On April 23rd, the Board of Trustees conducted their Strategic Planning retreat, where we conducted the Board Self-Evaluation. We also reviewed the Strategic Plan, as well as the Action Plan Goals and what steps and measures need to be taken and implemented so that we meet the goals of both plans.

The Action Plan is basically the academic, fiscal, and operational goals that we attend to on a day to day basis. The Strategic Plan is a larger, more comprehensive plan that speaks to and aligns with our charter goals.

The Board also reviewed the status of the Corrective Action Plans and talked about the upcoming CSO Mid-Term Review Site Visit which is on June 14th.

**2022-23 Budget:** Budget preparation for next year begins soon. Projections will be based on enrollment. Attention needs not only to focus on enrollment, but also retention measures. HTCS needs to determine what resources and what support services are necessary.

**Staff Evaluations:** The Board is asking that formal evaluations of staff and teachers be completed on or before May 31, the Intent to Return Forms need to go out soon because in June we have the combined Education and Personnel Committees. This is when we talk specifically about contracts and reviewing the Intent to Return Forms. This helps is make a prediction of what staffing looks like and what open positions we need to recruit for.

**Summer Boost (Bloomberg Grant):** Ms. Yarber and Mr. Maniotis have taken the lead on submitting the required narrative and documentation to qualify for the grant.

### Finance Committee – Leslie Roper Thomas - CSBM

#### Current Actions:

- Chair DeWese’s signature is now on file to electronically file our 2020 tax taxes.
- As soon as CSBM receives the final draft of the audit, Ms. Roper Thomas will send a copy to all of the Board members.
- Preparation has started to prepare the audit for 2021. An interim audit is when the auditors may ask for teacher and student information.
- We have started to prepare for the full year 2022-23 budget.
- The new budget will start with an enrollment of 620 to be more realistic in budget planning. This means that the budget revenue will be lower or more commensurate with the enrollment numbers this year.
- The tuition rate may increase to \$17,633 more than what we are using his year (\$16,833). This has not been confirmed or finalized by the NYSED.
- Mr. Taylor and Ms. Roper Thomas will be reviewing what will be needed for next year based on the number of students.
- The true rent amount is critical, understanding that the rate is still under negotiation.
- Ms. Roper Thomas will need to know if there are any planned leasehold improvements, or remediation.
- The budget team will also review reallocation of funds due to grants that have been awarded such as ESSER and any new funds that may be awarded (Summer Boost Grant) that could offset cost.
- CSBM will send the Board Chair, the salary schedule once it is determined which staff will stay or leave
- The budget team will need to know what raise is being considered, and any open positions that need to be incorporated into the budget.
- The budget must be approved by June 30<sup>th</sup>, so we will need to have a Finance Committee and subsequent special Board meeting to show the budget has been approved.

#### Current Budget Status:

- Revenue is below budget projection, mainly due to lower enrollment numbers. This trend is not just happening at HTCS but is also impacting many NY schools.
  - The school has 4 new students.
  - There was a reallocation of funds to recoup some revenue.
  - Sped is only off by \$60K.
  - What has helped close the gap are the ESSER I and II grants since these funds were awarded after the budget was developed and finalized. Any expenses that qualify under these grants get reimbursed.
- Expenses
  - Higher
    - Summer school was higher but is being made up by the ESSER II grant.

- Bonuses and stipends ran higher.
- Security contracts and the fire wardens
- Textbooks and workbooks for the new curriculum were an added expense
- Technology is higher due to higher internet fees and laptop charges. That is mainly because there was an issue with the eRate reimbursement, but we're starting to see that those reimbursements coming during the month of April.
- Staff development is running higher with Higher Learning and Synergy, but these expenses are being covered by either Title I or the American Rescue Plan [inaudible 01:22:26] grants.
- Facility and operations are higher because of the painting of the EA and the JA buildings.

#### Lower

- Professional services and contracts Instructional personnel costs
- Other teachers and TAs are stepping in and are awarded stipends to cover.
- Teacher retirement expenses are lower.
- We're making sure that when we allocate expenses that they're being allocated to the right grant so that we're not double dipping on those grants.

#### Cash on Hand

- Trustee Dunbar raised concerns about what actually comprises the “cash on hand” number, since the cash flow is actually all cash receipts and cash disbursements. With accruals rolled into the number, it is not truly a cash flow projection of cash and non-cash, which doesn't give the Board an accurate picture of “cash on hand.”
- Ms. Roper Thomas explained that this is a management tool that looks at money in the bank and accrued expenses as one number. This allows the school, the Finance Committee, and CSBM to:
  - Track revenue received throughout the year;
  - Determine if the school is spending revenue properly, and
  - Estimate what will remain to be carry over to next year's budget once all expenses are paid.
- This is information that the auditors may ask for to ensure that the money that is received for the current school year and the expenses that apply to the current school year are being captured properly. It is not a true cash number since it reflects accruals, such summer pay for teachers.
- It is important to note the school will never be in the negative, because as the first week in July, HTCS receives the first per pupil payment for the 2022-23 school year.
- Trustee Dunbar emphasized that in our current budget position (which is new to HTCS) it is important to that we have \$XX in the bank as of July 31st when looking at actual projected cash amounts. This may influence how we build the budget for next year.
- Chair DeWese concurred, stating that this was talked about that in the retreat. Since this would amend the approved enrollment target of the charter, and the school would have to notify the Board of Regents since this is a material change to the charter. Dr. Palmeri informed the Board that some schools have already done this with regard to enrollment, whether adjusting their numbers up or down.

### **Education Committee Report – Trustee Nowell**

**Academic Performance:** While the Education Committee did not have a formal meeting this month, Trustee Nowell received the data reports.

- The 3<sup>rd</sup> graders, who usually do very well are not performing as usual. Keep in mind that these students have not had regular school since the first grade.
- 7<sup>th</sup> grade math is about average, but all upper grades are much lower.

- Nationwide, children are not showing the growth that we typically see.
- Trustee Nowell is pleased that the EA instituted the Wilson Program to support reading achievement in the lower grades.
- We have to publicize that the Summer Boost will be available at Harriet Tubman for specified students.
- NYS Assessment Feedback - The test seemed fair, but long. Currently, students do not have the built-in stamina for the test.
- The teachers and the teacher assistants are working very hard to help our students achieve academically.
- Mr. Person thanked Ms. Yarber for calling attention to the social and emotional issues that our youth are facing. Issues filter down into the schools, so we have to be aware and supportive.

**Teacher Appreciation Week:** A letter of appreciation will be sent to all staff from the Board. Due to the budget constraints, we cannot do what we have done in the past (jackets, plaques, party). Mr. Laguda will send out email addresses and Mr. Taylor will send out updated staff lists.

### Grievance Report – Trustee Hunter

Trustee Hunter reported 28 suspensions in April, but they are down to about 8 to 10 for May. The majority was from the 5<sup>th</sup> grade.

### Director of Operations Report – Mr. Taylor

- There were no off budget expenses in the Elementary or Junior Academy.
- **Lead Abatement:** There was a vendor walk through for the lead abatement. The vendor had scheduled a visit on the Tuesday May 1 while we were on Spring Break, but they did not show.
  - Tuesday, the 19th, they were scheduled at eight o'clock to come to the building, but they did not show. They did come on Friday, the 22nd, with the Archdiocese, along with the Department of Health. They walked the building. They returned yesterday to do more lead sampling. Mr. Taylor has not heard anything yet regarding their visit yesterday.
  - They want to do the work on Sundays so that they can attend church and use our parking lot.
  - Madame Chair stated that this imposes a liability for HTCS, so this should not be allowed.
  - Mr. Taylor stated that DOE facilities no longer allow church services, or anything related to church business any longer. They used to rent out their facilities to churches for Sunday but stopped that. I will let them know that because of liability issues, they will be told “no.”
  - Two bids came in for the lead remediation and two vendors declined to bid the job. There will be a third bid by the end of the week.
- **Fire Alarm:** The fire alarm system is still in the city's hands for review. This is a budget issue due to the fire wardens we have to have on site.
- A request has come to the school from the Promised Land Covenant Church that opened just north of the school on 3<sup>rd</sup> Avenue to use our parking lot. The Board agreed to not allow this for liability reasons. In response, it will be stated that the Board reviewed the request, and it has been decided not to provide entry or access by the church.
- **Lottery:** Lottery was completed, and we are registering students. As of Friday, we had 71 new students registered and there were another 4 scheduled and completed today. The registration process is ongoing. We're still continuing outreach to Early Childhood centers and working with the media consultant to improve HTCS's visibility online.
- Our consultant has recommended some minor changes on the website. Right now, when you Google “charter schools in the Bronx,” HTCS can up at about #35, now we're in the 20s with the key word changes.
- **Bus ads:** We contacted Outfront Media, which is the marketing and advertising company that handles all of the transit accounts. We do have a quote for bus ads, for bus shelter ads, and for the LED screens that are in subway platforms. We are holding off because of our cash situation right now. We'll address that in the summer with the second push for students to apply.

- **Level Zero Reporting.** The course instructor assignment report is completed and submitted. We have to provide the teachers and the subject they're teaching, as well as the student entry and exit data, which is basically an upload from ATS to the state. They use this to create the report card for the school.
- **Summer Boost Program Application:** The admin team and Mr. Taylor completed and submitted the application.
- **PD/Training:** The staff completed CPR and AED training in both academies. We have roughly 14 people that are trained in CPR from K through 8.
- **Current Vacancies:** Grade 5 ELA, Grade 5 Math, Grade 6 ELA, Grade 7 Math, EA Phys Ed, JA Grade 7 ELA and EA Dance. For the upcoming school year, we have already hired a 5<sup>th</sup> and 6<sup>th</sup> Grade Social Studies teacher, a 3<sup>rd</sup> Grade teacher. and a Phys Ed teacher. Final interviews were held today for Music. She left the building. There's a 5<sup>th</sup> Grade ELA and a 7<sup>th</sup> Grade ELA candidate that's scheduled for Mr. Person tomorrow.
- **Intent to Return:** Forms have been completed and we have 100% of the staff returning. There are 2 people that may not be asked back or it might be that their assignments will change that because they're just in the wrong placement.

### New/Old Business

- **CSBM:** Trustee Nowell asked Ms. Roper Thomas about any position changes at CSBM because she noted that the Allison George has been attending HTCS' meetings. Ms. Roper Thomas explained that she has been promoted to Associate Director and some of her responsibilities have been moved to Ms. George. Natalie will also on this account as well.
- **Health Insurance:** Mr. Taylor reminded the Board that soon they will need to discuss health insurance renewals. HTCS pays a lot, both in staff and employer contribution that is high. He asked Madame Chair since this is in her wheelhouse if she could pencil in some time to brainstorm about this.
  - Madame Chair agreed and gave explanations and recommendations of other health plans, stating
  - it would make sense for us to send out an RFP to all of the health insurance companies because she is not sure which have received COVID funding. This may be effective in terms of the proposals they put forth and there is new legislation around these changes.
  - Mr. Taylor stated the school lost a candidate because for her and her family, it would be \$800 a month along with copays and medication.
  - The school uses a broker, Austin and Company, but they were bought out by an international firm. The Charter Resource Center may have resources to help guide HTCS.
  - Madame Chair agreed to carving out time to discuss/investigate this further.
- **Pension/Retirement Plans:** Trustee Nowell stated that the Board is very concerned that we have employees that are not teachers and have no pension plan. Mr. Taylor has mentioned a few organizations. But funds are so short. Mr. Taylor stated that TRS is expensive. But it is a draw for the teaching staff to want to come and work here. It's also why people leave after six years because they've got their time in and they can transfer that time along with their pension, without impacting their pension to the DOE.
  - Any plan is going to require an employer contribution which impacts the budget. The reality is that we just can't afford it right now, as much as we would like to do it. When get enrollment back up, we should absolutely revisit this for the sake of these dedicated employees.
  - Madame Chair stated that TIA Cref is for nonprofits. In this day and age after COVID, it might be productive to try looking at other companies who received bailout funds and all those things to keep their companies afloat.
  - Mr. Taylor stated that it is benefits that drive people's decisions around job acceptance rather than salary, tuition reimbursement, and signing bonuses. Some are offering transportation bonuses or transportation vouchers.



The Board then voted to go into Executive Session at 8:36 P.M. regarding the selection of the Vice Chair for the Board of Trustees.

**Moved:** The Board to go into Executive Session - Particular Personnel

**Made by:** Trustee Nowell

**Seconded by:** Trustee McGee

**Action:** Motion carried unanimously

**Moved:** The Board to reconvene in Public Session

**Made by:** Trustee Nowell

**Seconded by:** Trustee McGee

**Action: Motion carried unanimously**

Board reconvened in Public Session

**Moved:** To seat Trustee Geraldine Hunter as the Vice Chair of the Board of Trustees for the Harriet Tubman Charter School

**Motion made:** Trustee Nowell

**Seconded by:** Trustee McGee

**Action: Motion passed**

**Moved:** To adjourn the meeting

**Made by:** Trustee Hunter

**Action: Motion carried unanimously**

The meeting was adjourned at 9:41

## Harriet Tubman Charter School

Elementary Academy  
3565 Third Avenue  
Bronx, NY 10456  
718.537.9912

Junior Academy  
1176 Franklin Avenue  
Bronx, NY 10456  
718.991.4181

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### Board of Trustees Meeting on Zoom Meeting Minutes of June 7, 2022

#### **Attendance**

##### **Trustees**

Jerima DeWese, Chairperson  
Barbara Nowell  
Mildred McGee  
Rey Allen  
Geraldine Hunter, Vice  
Chair  
Christa Tilson  
Marlon Dunbar

##### **HTCS Staff**

Cleveland Person, Principal  
Jonathan Maniotis Elementary Academy Director  
Felicia Yarber, Junior Academy Director  
Michael Taylor, Director of Operations  
Garrett White, Faculty  
Renee Irby, Faculty  
Sharon Gaul, Faculty  
Terrian Wynter, Faculty  
Vanessa Freytas, Faculty

##### **Others**

Leslie Roper Thomas, CSBM  
A. George, CSBM  
Dr. Marlaina Palmeri, Accountability and Compliance Consultant

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Chairperson DeWese opened the meeting at 6:10 PM

#### **Consensus items**

**Motion:** To approve June meeting agenda

**Made by:** Vice Chair Hunter

**Seconded by:** Trustee McGee

**Action:** Motion carried unanimously

**Motion:** To approve May minutes

**Made by:** Trustee Allen

**Seconded by:** Vice Chair Hunter

**Action:** Motion carried unanimously

**Motion:** To amend the motion to state the May minutes be approved pending any necessary corrections that may be reported to the Board Secretary on or before Thursday at 3:00 PM

**Made by:** Chair DeWese

**Seconded by:** Vice Chair Hunter

**Action:** Motion carried unanimously

## Governance Report – Chairperson DeWese

### CSO Mid-Term Site Visit Review

On Tuesday, June 14<sup>th</sup>, Laura Hill and a colleague will come to observe classrooms, meet with school leadership, parents, and the Board. This will be an in-person meeting. On the proposed schedule sent to us, reviewers have noted that the Board of Trustee meeting will occur from 3:00 to 4:00 PM.

A remote access for any Trustees who cannot attend will be made available. A strong recommendation is that as many of the Trustees as possible be there in person.

On Friday June 10 at 8:00 AM, there will be a Zoom Check-in meeting with Dr. Palmeri, Madame Chair, Trustee Williams Murray, Attorney Zayas and other trustees are invited. Dr. Palmeri highlighted points of information.

### Status of the JA – Final Actions

- Madame Chair received an email from Shirin from Walter T. Gorman that everything is complete in terms of the HTCS application and registration of the fire alarm system.
- There are two pending fees that needs to be paid to the FDNY. The fees are nominal in comparison to what has already been spent.
- Those fees will be paid immediately, and then the FDNY will issue HTCS a Letter of Registration for the fire alarm system. Once we get that document, HTCS will be able to remove the Fire Wardens since we have a new compliant fire alarm system installed and in the JA.
- The Fire Wardens have been a huge expense, but a necessary.
- Once we receive that letter, then that removes us from all deficiencies, specifically as they related to the Junior Academy.

### Staff Contracts

- The Education and Personnel Committee Chairs will determine when to hold a joint Personnel and to prep for contracts.
- Principal Person stated that the last day of school for the students is the 28<sup>th</sup> and the staff is June 30<sup>th</sup>. Intent to Return forms for staff have gone out and hopefully all teacher and staff evaluations will be done in time for this joint meeting. Mr. Taylor reported at the May meeting that 100% of staff stated that they would be returning.
- Madame Chair asked the school leaders to announce all graduation dates in their report.

## Finance Committee – Leslie Roper Thomas - CSBM

The Finance Committee met shortly to review the budget.

### Revenue

- Currently running at a positive net income.
- Need to look further into enrollment and staffing (who is staying and the amount of increase that each of the staff members are going to receive.)
- The Committee is mainly looking for where there may be potential savings throughout the year.
- The Executive Summary shows as of April, revenue is projected to be lower than budget.
- Still running at the same per pupil, which is lower by about \$1M dollars.
- Made up some money on the revenue side with the ESSER CARES 2 grant since we were able to recognize revenue for after school.

- ESSER CARES Grant 1 and 2 funds were able to cover \$1M in budget expenses. ESSER grant monies are all reimbursable funds and have a direct line to an expense in the budget. This offsets the revenue loss.

### **Expenses**

- Expenses are projected to be higher than budget.
- There are three or four main expenses that are bringing us currently over budget.
  - Higher on the personnel expense due to bonus and stipends.
  - After school care for the students that was unbudgeted.
  - Moving TAs into teacher roles
  - Professional services and contracts was spent for security contracts. This brings us over budget by about \$585,000. We expected the fire warden expense to go away by February, but because of the last requirements for the fire alarm system, this expense has been extended out to the month of June.
  - Facility and operations expenses involved painting of EA and JA building to help with recruitment. Staff development is higher by \$84K, due to Higher Learning and Synergy. This is being paid for either through the ESSER 1 Grant, the ESSER 2 Grant, or through Title funds. We are not really over budget on professional development, because we actually have the dollars that are in place that subsidize those expenses.

### **Net Income**

On a cash flow basis, we have cash on hand, mainly due to the receipt of the sixth and last payment of our per pupil income. Usually between July 1 and July 6<sup>th</sup>, we will receive our first per pupil payment for FY23 school year.

#### **Interim audit**

- The interim audit involves the auditors testing student files for certifications and attendance.
- They're testing the students for the special services that may be receiving, for correct addresses and whether they're within district. So that has started, and that's the interim timeframe.

### **Budget 2022-23**

Discussion about changing the target enrollment numbers was held and all agreed that prudence based on the realities of this year's enrollment.

The Board approved budget must be submitted to the state for review. The enrollment number in the budget is a projection, and changes throughout the year. The Board is being fiscally responsible and prudent by making sure that the budget reflects the current financial condition and stability of enrollment based on the realities of this year.

## **Education Report – Mr. Maniotis for Trustee Nowell**

*Trustee Nowell had an unstable connection.*

### **School Calendar 2022-23**

- The School Calendar was sent to Trustee Nowell for approval.
- There are always floating dates that change every year, such as Winter Recess, holidays, etc. We also have added Juneteenth as a state holiday.
- If an observed holiday falls on the weekend, it's observed either Friday or Monday.
- Opening day of school will be September 7th.
- Summer PD would start for the teachers August 15th.
- There is one extra student day next year.
- There's an extra student day next year. Teacher days are always 195.
- There is finally no more Science assessment for Grade Four and we will be moving to Computer Based testing.
- There will be the typical PD days every month. Progress reports and report card schedules remain the same as do mock assessments.

- The town hall meetings are floating days. We put them on the calendar so that we have a placeholder for them, but those days are always subject to change.
- We've added Town Hall meetings, especially in the last two years, we've done more town halls than typical. The first or the second TH meeting is typically a Meet the Board night, depending on what date works best for the Board.
- There are four marking period. Halfway through each period, a Progress Report is sent out regarding how the students are doing academically. At the end of the marking period, there's a final grade on the report card sent out. Those are the two formal means of communication regarding academics that are sent out to parents. Technically there's eight formal reports every year for each student.
- Computer based testing is on a floating schedule. We will not necessarily test all students at the same time. Usually, testing is done in smaller groups, which is why the state is providing a bigger window.
- There will be a one day break between the testing.
- We can start testing on April 19, but we won't finish that day. This is why they are giving us 5 days instead of two or three, like with the written test.
- Dr. Palmeri asked how the leadership will address academic performance during the Midterm Site. Since there are no test results or mock assessments this year, will the leadership team have any assessment trends that can be discussed with the reviewers as far as grade level and subgroup performance?
- Mr. Maniotis stated that for student growth, HTCS primarily uses report cards, but also the monthly benchmarks which come from the Star 360. Those have still been going on each month, over the course of this school year.
- As far as reporting CSO review, the school leaders can demonstrate that they have been tracking progress through the Star 360 assessments.

#### **Grievance Report – Trustee Hunter**

- Trustee Hunter reported 0 suspensions for the Elementary Academy and 18 suspensions for the JA.
- There was only one repeat offender.
- The student who came before the Grievance Committee has not had any disciplinary issues this month. His parent keeps in close contact and stays in constant communication. That is how we are monitoring the student.
- Cyberbullying has decreased but is not totally eliminated after the workshop held with students.

#### **Principal's Report – Mr. Person**

##### **Student Assessment**

- We also give monthly quizzes to monitor progress. The students take iReady so we can report to the CSO reviewers the many ways we monitor student progress.
- Quizzes are administered weekly and give us a sense of what teachers are focusing on and how well the students are understanding what's being taught.
- The students in Grades 4 and 8 took the Science assessment from May 24th through June 3rd. There was a performance and a written section.
- The ENL students completed the NYSLAT.

##### **Enrollment**

- 581 students
- Students with disabilities was 63
- ENL student enrollment numbers did not change from last month.

##### **Attendance**

- There was a dip in our attendance in May which dropped to 86%. This could be because of the quarantines we had to initiate.

##### **Staffing**

- Teacher vacancies were at 15, but we are now down to 8.

- Non HQ vacancies are down to seven. The newest one is the Parent Coordinator position. Mr. Marrero resigned on June 3rd.

### **COVID**

- We had one infection on the school bus in May, and this affected students in JA and EA.
- At the time it did not affect any of the classes as a whole.
- There were also three positive COVID infections in May that affected Grades 5, 6, and 7.
- There was one 4th grade class that was also quarantined in May.
- Mr. Marrero conducted a parent PD about the importance of the COVID vaccine in one of his parent meetings.
- The EA and JA students are still doing temperature checks and they have to fill out the COVID slips and turning them in.
- Staff is doing the same and then reporting to school.

### **Enrollment**

- The leadership team is working hard to enroll students.
- Our enrollment numbers are looking good, as we are projected to be at 630 and the number is climbing as we move into July. We anticipate going even higher.

### **Student Safety**

- We've begun to wand students again for metal devices every day. It's just the best way to be safe.

### **Professional Development**

- Mr. Stevens, Ms. Munoz, Mr. Stevens, Mr. Bedford, Crystal Rodwell, Howard Wilkinson and a gentleman by the name of Edgar Mera all conducted PD in May.
- The FASSTeam is involved in SEL for the staff to help them be better prepared for what's going on with our students.
- The Social Worker and the Guidance Counselor provide resources for the teachers to include in their lesson plans. They also conduct workshops to classes as needed. If the teachers feel that there's a certain situation or a certain behavior going on in the classroom, the Guidance Counselor and a Social Worker will observe the behavior and then do a workshop on it.
- The Social Worker and the Guidance Counselor are mostly involved when it comes to group sessions. When something happens that involves a group of students, they are pulled out and report to the Guidance Counselor. An SEL session is then conducted as needed.
- Trustee Nowell asked what topics/persons/organizations conducted the PD.
  - Edgar Mera conducts Math professional development.
  - Crystal Rodwell and Harold Wilkinson provide Leadership Team Building.
- Trustee Nowell asked that going forward, Mr. Person report who conducts the PD and what topic they addressed.

### **Special Programs**

- Extended Day program has concluded.
- The Claremont Afterschool Program is still in full operations.
- Students began going on trips this month.
- Senior activities involved Spirit Week, the Senior Trip, the All-Star Trip
- We had the AKA sorority conduct a workshop with our female students, which really went well.
- FDNY did a workshop at the school called Operation Sidewalk about home and school safety.
- The 8th Grade Defense Team made it to the final round of the Thurgood Marshall Mock Trial Competition for the first time.
- Our school nurse, who works through the Department of Health, conducted a hygiene workshop and provided hygiene kits for all of the JA students.
- The dental clinic, Smile New York Outreach, which is a mobile dental program provided their yearly visit to the school. The actual goal for Smile New York, which is a community based dentist offices group. What they hope to achieve is that parents will follow-up and go to their dental office for the remainder of the

care needed. It's a way for the dentists to create a mobile unit and go to the different schools in our community to gain exposure. It is their hope that the parents will then come to one of their offices for dental care.

#### **End of the Year Activities**

- Kindergarten graduation will be June 27th, 9:00 AM.
- Fourth grade Step Up will be June 28th at 9:00 AM.
- Eighth grade graduation will be June 29th at 10:00 AM at the Holy Tabernacle Church. Mr. Person provided the address and the zip code for those who want to use GPS to get there. Board members who are attending will be accommodated with parking at the school.

#### **Foundations Program**

- Trustee Nowell asked what the plans are for Foundations from Wilson Reading.
- Principal Person reported that the Foundations material is at the school. Because HTCS was approved for Summer Boost, there will be PD so that teachers are ready for the Summer Program which begins in July.
- Mr. Maniotis shared that the initial training was completed and most of the classes except 3rd grade have been actively using it. The plan is that in August, the teachers and TAs will get more in depth training prior to the school year starting so that teachers can hit the ground running once school opens in September.
- Everyone will start in September Grades K-3.
- Fourth grade will continue doing what they have been doing because there is no Foundations for Grade Four. They will have a supplemental program that's used for intervention style learning, small group or one-on-one which is called Just for Words.
- There are kits available for the AIS teachers in both buildings, both EA and JA, because Just for Words can be used all the way up to 12th grade.
- Each ELL teacher has a Just for Words kit as well that they can use for their instructional groups.
- Everyone has the materials they need.
- The plan was to hopefully start in January this year, but supply chain issues meant that we did not get all the materials until the end of February. This allowed us to do the PD initially and then start implementing the program.
- The only issue was 3<sup>rd</sup> grade because of the testing change from the computer based training back to paper assessments.
- Again, K-3 will start it in September. Fourth grade will continue doing what they have been doing because there is no Foundations for Grade Four.

#### **Synergy and Higher Learning**

- Trustee Nowell asked about the consultants and their work logs.
- Mr. Person reported that:
  - Mr. Mera is the math consultant, one of them. He works with Mr. Brown and Mr. Jackson. They met with the math department to review protocols for the end of the year benchmark exams and preparing for the next school year, job-embedded professional development and lesson planning, time management and co-teaching. The consultant observed Mr. Brown's class. Mr. Brown had three different tasks taking place.
  - Ms. Munoz, Ms. Gallanero, Ms. King and Mr. Moran, during the scheduled PD time, the consultant met with each teacher individually to answer questions specific to the Foundation's curriculum regarding assessments.
  - The team advised teachers to give the Foundations tests as designed. According to their pacing calendar, a more specific assessment calendar will be designed during summer PD.
  - Mr. Person stated that he could list all the PD that the consultants do in a more concise way to present it to the Board, but the work logs are available for all to review.

#### **Cardinal Hayes Scholarship**

- Mr. Ty Moore, Commissioner of the Charter School Athletic Association, contacted us and informed us that Cardinal Hayes will accept 10 young men into their school. He said that the tuition is somewhere between \$8,000 and \$9,000. Parents would only have to pay a \$100 a month for 10 months a year, which is a huge savings of \$7,000 or \$8,000.
- Mr. Person also said that this scholarship would be for their four years of high school.
- Mr. Person reported that 3 students were accepted to Brooklyn Tech, Brooklyn Latin School, and the High School of American Studies at Lehman college.

#### **Senior 8<sup>th</sup> Grade Events**

- Mr. Person explained that they went to Holiday Hills for the day. The All-Star Team went to the movies. The AKA Workshop focused on sisterhood and the importance of education.

#### **Social Emotional Learning (SEL)**

- Ms. Yarber added that they talked to the young ladies about the importance of surrounding yourself with people who make you better, being a part of a sisterhood and how you can go further in life when you have connections with other people. They gave their own personal testimonies about how they can identify one another, when they're walking through the street, when they're going here or there, and all the benefits that it has afforded them throughout their tenure as being a part of the AKA sorority.
- These programs that bring people in are responses to some of the undesired behaviors that we've been seeing such as cyberbullying and things of that nature. We are trying to bring in as many positive programs because our students need the exposure. They need to know that there's a better way if you want to be successful. The students learned that you have to follow a particular path, because one wrong turn or one mistake can be detrimental to your life. The school leaders are just trying to bring in a lot of positive influences because students are not knowledgeable on how to turn things around.
- Ms. Irby (HTCS teacher) commented on the program that was brought in a few months back on cyberbullying was very powerful.

### **Director of Operations Report – Mr. Taylor**

- Trustee Nowell asked about Mr. Taylor the leasing standards. Mr. Taylor responded that he and CSBM have it under control.

#### **Facilities**

- There is an issue with the sewage grinder and plumbing at the EA which causes back up on the lower level. Eight years ago, ironically right before a state visit, we had the same problem.
- They worked on rectifying it before the Site Review Visit. It's an ongoing problem and comes from mainly adults in the building not disposing of things properly. The grinder burns out and then the sewage line backs up.
- The church's contractor did a walkthrough on the Saturday before Memorial Day, regarding the lead issue. There has been no feedback from the archdiocese, nor as he heard anything back regarding the timeline for summer work.
- Summer school will not be operating in the JA, so this needs to be addressed over the two months in summer.
- There are some lights that need replacing inside the EA.
- Fire extinguishers will need to be inspected and any defective ones will be replaced. Mr Taylor called the Manhattan fire department, and they test the fire extinguishers to make sure they're good. They do this once a year. If they're not good, they replace them.

#### **Lead Abatement**

- Mr. Zayas sent an email stating that he reached out to Ed Newman about any results from the sampling. He said that they've completed all their preliminary tests, but now it's gone to Mr. Burhow, who's actually going to do the remediation and the abatement. Mr. Zayas hasn't heard when that's going to be scheduled yet.

#### **Enrollment**



- They have registered 109 new students for the fall, of which 59 are Kindergarten students.

**Food Service**

- The school's meal service company, Preferred Meals, has informed the school that they are going out of business as of June 30th. They have been providing lunch, breakfast, and snacks for the students. This has created a problem for summer school.
- The normal RFP process for food service vendors is a 90 day process because it's through the New York State Child Nutrition Program. There is an emergency program that is offered through them in situations like this, which will allow the school to enter into a temporary contract with a vendor.
- Mr. Taylor has reached out to three vendors. (US Food, Red Rabbit, and Regina's Kitchen.) They're all on the Charter Center's website and were recommended by various people. Red Rabbit is the only one so far that has responded.
- The July invoice for funding was completed.
- Mr Taylor has been working on the budget with CSBM.

**Summer Boost Grant**

- Mr. Taylor worked with Ms. Yarber, Mr. Maniotis, and Mr. Person in crafting the budget for Summer Boost program. Documentation was submitted. HTCS will start receiving funding for the summer program.
- HTCS received \$294,000 for 220 students, Monday through Friday, 8 AM to 1 PM. The program starts on the 11th of July and ends on August 5th. This is a four week program for all grades.
- While it is not being funded by Summer Boost, we are also having the incoming
- It should be clearly understood that if a student receives an incomplete in the fourth marking period, then they don't have a final grade. Students need a grade to either repeat the grade or you need a grade to go on to the next level. Students who receive an incomplete will receive a complete grade by attending the summer school program.

**Human Resources**

Principal told of the vacancies, new hires and upcoming interviews for teaching positions.

- The Intent to Return process is completed.
- 100% staff stated that they will return.

**Lease Standards**

- Ms. Roper Thomas was asked to educate the Board on what is required for the new lease standards. She explained that it is an accounting principle that's being changed for all operating leases. An operating lease is a lease that is properly approved, and the school is paying forward. The new standards require that the school account for the payments for each operating lease going forward for the life of the lease.
- This requirement doesn't go into effect this year.
- CSBM and the Director of Operations have captured all of the operating leases that HTCS currently has on their books. We will be making provisions for the leases next year and will work with the auditors.
- This does not involve facility leases. HTCS's copier lease falls under these standards.

**Old Business**

**Family Handbook**

Trustee Nowell informed the Board that the committee is in the final stages of revision and formatting of

**Thurgood Marshall Mock Trials**

- Mock trial finals are Wednesday June 8. They are virtual and can be accessed via a few different links.
- It starts at 1PM with an opening ceremony with guest speakers. The links will stay open so you can still access it later in the day.
- After the competition, everyone will come back together to announce the winners and give out awards.
- The link is through Microsoft Teams.

**New Business**

**Draft budget**

The Board will hold a follow up meeting to finalize the recommended changes to the budget for School Year 2022-2923.

**CSO Visit**

- The reviewers will visit the EA and JA classrooms first. They then will conduct the focus group meetings. The Board's time is 3:00 to 4:00.
- Madame Chair informed Mr. Person that she will attend graduation.

At 8:04 PM, the Board made a motion to go into Executive Session to discuss particular personnel matter.

**Move**, that the Executive Session be adjourned and the Board resume Public Session

**Motion made by:** Vice Chair Hunter

**Seconded by:** Trustee Allen

**Action:** Motion passed

**Move**, that the Public Session be adjourned

**Made by:** Trustee Nowell

**Action:** Motion passed unanimously

The meeting adjourned at 9:10 P.M.

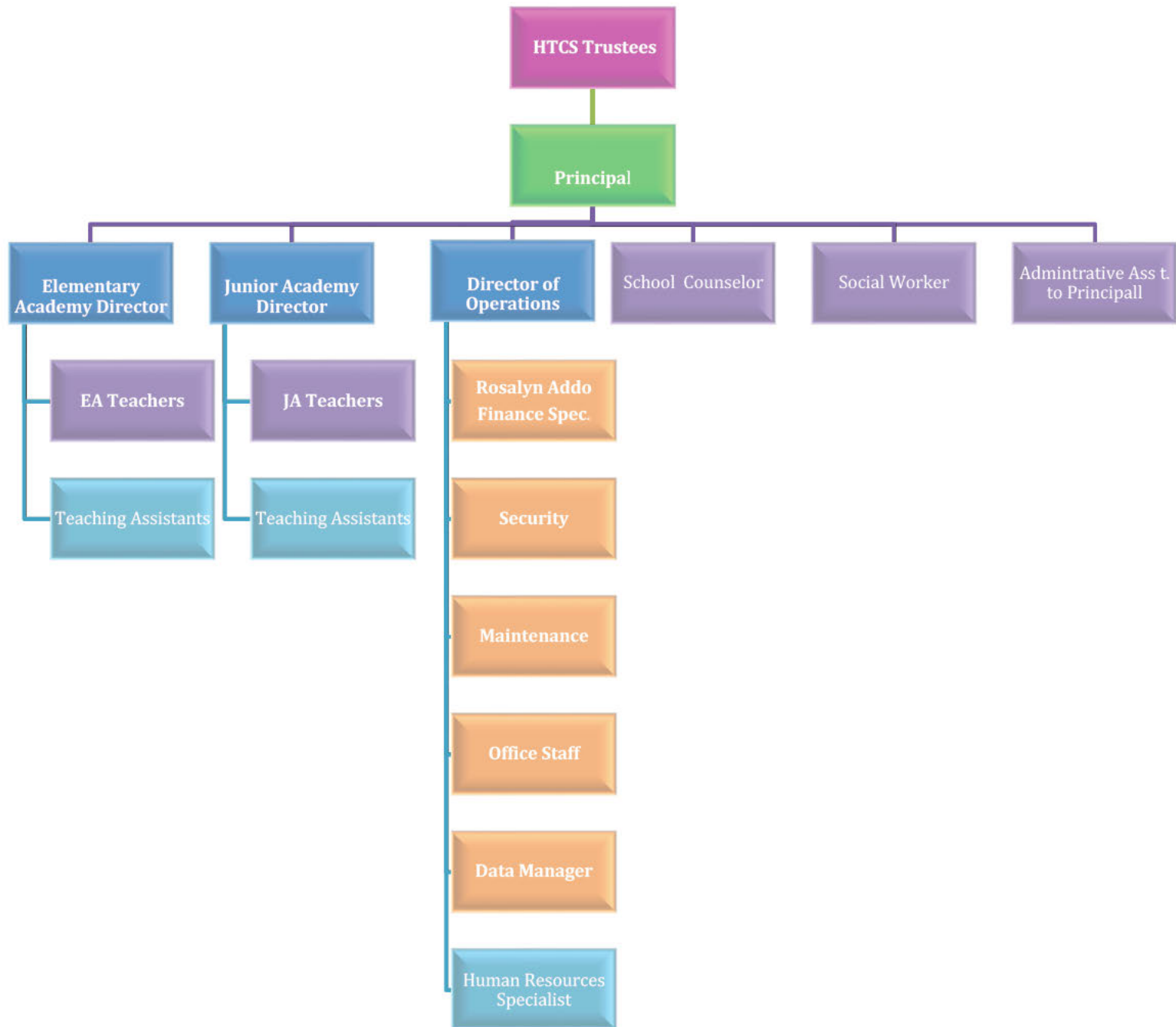
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HARRIET TUBMAN CHARTER SCHOOL

ORGANIZATION FLOW CHART





# August

2022

July						
S	M	T	W	T	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						

September						
S	M	T	W	T	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	

Days in session: Staff 10/Students 0

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	
21	22	23	24	25	26	27
	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	All Staff Report for PD	
28	29	30	31	1	2	3
	School/Classroom Prep	School/Classroom Prep				
4	5	6	7	8	9	10



# September

2022

August						
S	M	T	W	T	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			

October						
S	M	T	W	T	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					

Days in session: Staff 26/Students 16

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
	School/Classroom Prep	School/Classroom Prep	School/Classroom Prep	School/Classroom Prep	School/Classroom Prep	
4	5	6	7	8	9	10
School Closed	Labor Day - School Closed	School Closed	First Day of School - All Grades (1/2 Day Kindergarten Only - pick up at 11:30 - All Other Grades Full Day)	1/2 Day Kindergarten Only - pick up at 11:30 - All Other Grades Full Day	Kindergarten First Full Day - pick up at 3:30	
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
	School Closed - Rosh Hashanah	School Closed - Rosh Hashanah	Extended Day Begins - Grades 2-8	Town Hall Meeting #1 - Meet the Board		

# October

2022

## September

S	M	T	W	T	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	

## November

S	M	T	W	T	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			

Days in session: Staff 45/Students35

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26	27	28	29	30	1
2	3	4	5	6	7	8
			Yom Kippur - School Closed		Progress Report #1	
9	10	11	12	13	14	15
	Columbus/ Indigenous Peoples Day - School Closed		ELA MOCK #1 DAY 1 grades 3-8	ELA MOCK #1 DAY 2 grades 3-8		
16	17	18	19	20	21	22
			1/2 Day Dismissal @ 11:30 - Staff PD			
23	24	25	26	27	28	29
30	31	1	2	3	4	5

# November

2022

October						
S	M	T	W	T	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					

December						
S	M	T	W	T	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

Days in session: Staff 64/Students 54

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	1	2	3	4	5
			MATH MOCK #1 DAY 1 Grades 3-8	MATH MOCK #1 DAY 2 Grades 3-8	End of First Marking Period	
6	7	8	9	10	11	12
		Election Day - No students - Staff PD Day		1/2 Day Dismissal @ 11:30 - Parent/ Teacher Conferences 1-4,5-7	Veteran's Day - School Closed	
13	14	15	16	17	18	19
				Town Hall Meeting #2		
20	21	22	23	24	25	26
			1/2 Day Dismissal @ 11:30 - Staff PD	Thanksgiving Recess - School Closed	Thanksgiving Recess - School Closed	
27	28	29	30	1	2	3
4	5	6	7	8	9	10

# December

2022

November						
S	M	T	W	T	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			

January						
S	M	T	W	T	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				

Days in session: Staff 80/Students 70

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	1	2	3
4	5	6	7	8	9	10
			ELA MOCK #2 DAY 1 grades 3-8	ELA MOCK #2 DAY 2 grades 3-8		
11	12	13	14	15	16	17
			1/2 Day Dismissal @ 11:30 - Staff PD		Progress Report #2	
18	19	20	21	22	23	24
					Holiday Recess - School Closed	
25	26	27	28	29	30	31
	Holiday Recess - School Closed	Holiday Recess - School Closed	Holiday Recess - School Closed	Holiday Recess - School Closed	Holiday Recess - School Closed	
1	2	3	4	5	6	7

# January

2023

December						
S	M	T	W	T	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

February						
S	M	T	W	T	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				

Days in session: Staff 100/Students 90

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
	Holiday Recess - School Closed					
8	9	10	11	12	13	14
			MATH MOCK #2 DAY 1 Grades 3-8	MATH MOCK #2 DAY 2 Grades 3-8		
15	16	17	18	19	20	21
	MLK, Jr. Day - School Closed					
22	23	24	25	26	27	28
Lunar New Year				Town Hall Meeting #3	End of Second Marking Period	
29	30	31	1	2	3	4
5	6	7	8	9	10	11

# February

2023

January						
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				

March						
			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	

Days in session: Staff 115/Students 105

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1	2	3	4
				1/2 Day Dismissal @ 11:30 - Parent/Teacher Conferences 1-4,5-7		
5	6	7	8	9	10	11
			ELA MOCK #3 DAY 1 grades 3-8	ELA MOCK #3 DAY 2 grades 3-8		
12	13	14	15	16	16	18
			1/2 Day Dismissal @ 11:30 - Staff PD			
19	20	21	22	23	26	25
	Mid-Winter Recess - School Closed	Mid-Winter Recess - School Closed	Mid-Winter Recess - School Closed	Mid-Winter Recess - School Closed	Mid-Winter Recess - School Closed	
26	27	28	1	2		4
5	6	7	8	9		11

# March

2023

## February

S	M	T	W	T	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				

## April

S	M	T	W	T	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						

Days in session: Staff 135/Students 128

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	1	2	3	4
			MATH MOCK #3 DAY 1 Grades 3-8	MATH MOCK #3 DAY 2 Grades 3-8	Progress Report #3	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
			1/2 Day Dismissal @ 11:30 - Staff PD			
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

# April

2023

March						
S	M	T	W	T	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	

May						
S	M	T	W	T	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			

Days in session: Staff 152/Students 142

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5	6	7	8
	Spring Recess - School Closed	Spring Recess - School Closed	Spring Recess - School Closed	Spring Recess - School Closed	Spring Recess - School Closed	
9	10	11	12	13	14	15
					End of Third Marking Period	
16	17	18	19	20	21	22
	NYSESLAT (Speaking) Begins	Town Hall Meeting #4	NYS ELA Test Grades 3-8 - Computer Based	NYS ELA Test Grades 3-8 - Computer Based	School Closed - Eid al-Fitr	
23	24	25	26	27	28	29
	NYS ELA Test Grades 3-8 - Computer Based	NYS ELA Test Grades 3-8 - Computer Based	NYS ELA Test Grades 3-8 - Computer Based	1/2 Day Dismissal @ 11:30 - Parent/Teacher Conferences 1-4,5-7		
30	1	2	3	4	5	6



# May

2023

April						
S	M	T	W	T	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	

June						
S	M	T	W	T	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	

Days in session: Staff 174/Students 164

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2	3	4	5	6
		NYS Math Test Grades 3-8 - Computer Based	NYS Math Test Grades 3-8 - Computer Based	NYS Math Test Grades 3-8 - Computer Based	NYS Math Test Grades 3-8 - Computer Based	
7	8	9	10	11	12	13
	NYS Math Test Grades 3-8 - Computer Based	NYS Math Test Grades 3-8 - Computer Based			1/2 Day Dismissal @ 11:30 - Staff PD	
14	15	16	17	18	19	20
	NYSESLAT (Listening, Reading, Writing) Begins					
21	22	23	24	25	26	27
	NYS Science Performance Test Begins - Grade 8	NYS Science Performance Test - Grade 8	NYS Science Performance Test - Grade 8	NYS Science Performance Test - Grade 8 - Extended Day ends	NYSESLAT (Speaking, Listening, Reading, Writing Ends) - Progress Report #4	
28	29	30	31	1	2	3
	Memorial Day - School Closed	NYS Science Performance Test - Grade 8	NYS Science Performance Test - Grade 8			
4	5	6	7	8	9	10

# June

2023

May						
S	M	T	W	T	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			

July						
S	M	T	W	T	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					

Days in session: Staff 195/Students 183

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
				NYS Science Performance Test - Grade 8	NYS Science Performance Test Ends - Grade 8	
4	5	6	7	8	9	10
	NYS Science Written Test - Grade 8			Town Hall Meeting #5	Staff PD - No School for Students	
11	12	13	14	15	16	17
					End of Fourth Marking Period	
18	19	20	21	22	23	24
	School Closed - Juneteenth					
25	26	27	28	29	30	1
	Kindergarten Graduation - 1/2 Day Dismissal @11:30	Grade 4 Step-up Ceremony - 1/2 Day Dismissal @11:30	Grade 8 Graduation Last Day of School - All Grades - 1/2 Day Dismissal @11:30	All Staff Report - Last Day for Staff	School Closed	
2	3	4	5	6	7	8

# July

2023

June						
S	M	T	W	T	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	

August						
S	M	T	W	T	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		

Days in session: Staff 0/Students 0

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
25	26	27	28	29	30	1
2	3	4	5	6	7	8
		Independence Day - School Closed				
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5





# FIRE DEPARTMENT

9 METROTECH CENTER BROOKLYN, N.Y. 11201-3857

## BUREAU OF FIRE PREVENTION

Public Buildings Unit

DATE: 09.30.2022.

### PREMISES

Harriet Tubman Charter  
1176 Franklin Avenue  
Bronx NY 10456

Harriet Tubman Charter  
1176 Franklin Avenue  
Bronx NY 10456

To Whom It May Concern:

The New York City Fire Department ("FDNY"), Bureau of Fire Prevention, Public Buildings Unit conducted an inspection of the above-referenced premises on **09.14.2021**.

~~XXX~~ The inspection did not reveal any violations that FDNY's Public Buildings Unit is authorized to inspect and enforce.

**Note: Violation order E620057 rescinded on 09.30.2022.**

\_\_\_\_\_ The inspection resulted in issuance of violations of the Fire Code or other laws, rules or regulations that FDNY's Public Buildings Unit is authorized to inspect and enforce.

\_\_\_\_\_ As of XXXXXX documents were submitted to FDNY as proof of correction, and such correction was deemed acceptable to FDNY

\_\_\_\_\_ The inspection, and a review of premises records, has disclosed that the premises may not be in compliance with the lawful occupancy established by the New York City Department of Buildings.

This letter shall not be construed to be a permit for, or an approval of the premises. FDNY does not certify that the premises is free from any violation for which it has not inspected, in accordance with its standard inspection protocols. This letter shall not prevent FDNY from inspecting the premises at a later date, requiring the correction of any deficiencies its finds at the premises, and/or issuing violations against the premises for conditions that do not comply with the Fire Code or other laws, rules or regulations.

*Tomasz Korbas*

Examined by: \_\_\_\_\_  
Tomasz Korbas, Supervising Inspector, PBU



# FIRE DEPARTMENT

9 METROTECH CENTER BROOKLYN, N.Y. 11201-3857

## BUREAU OF FIRE PREVENTION

Public Buildings Unit

DATE: 07.25.2022.

### PREMISES

Harriet Tubman Charter School  
3565 3<sup>rd</sup> Avenue  
Bronx NY 10456

Harriet Tubman Charter School  
3565 3<sup>rd</sup> Avenue  
Bronx NY 10456

To Whom It May Concern:

The New York City Fire Department ("FDNY"), Bureau of Fire Prevention, Public Buildings Unit conducted an inspection of the above-referenced premises on **09.14.2021**.

~~XXX~~ The inspection did not reveal any violations that FDNY's Public Buildings Unit is authorized to inspect and enforce.

\_\_\_\_\_ The inspection resulted in issuance of violations of the Fire Code or other laws, rules or regulations that FDNY's Public Buildings Unit is authorized to inspect and enforce.

\_\_\_\_\_ As of XXXXXX documents were submitted to FDNY as proof of correction, and such correction was deemed acceptable to FDNY

\_\_\_\_\_ The inspection, and a review of premises records, has disclosed that the premises may not be in compliance with the lawful occupancy established by the New York City Department of Buildings.

This letter shall not be construed to be a permit for, or an approval of the premises. FDNY does not certify that the premises is free from any violation for which it has not inspected, in accordance with its standard inspection protocols. This letter shall not prevent FDNY from inspecting the premises at a later date, requiring the correction of any deficiencies its finds at the premises, and/or issuing violations against the premises for conditions that do not comply with the Fire Code or other laws, rules or regulations.

Examined by: \_\_\_\_\_  
Tomasz Korbas, Supervising Inspector, PBU



August 06, 2018

Rick D. Chandler, PE  
Commissioner

Raymond Plumey, FAIA  
Deputy Borough  
Commissioner

1932 Arthur Avenue  
Bronx NY 10457  
[www.nyc.gov/buildings](http://www.nyc.gov/buildings)

718 579 6929 tel  
718 579 6767 fax

**Applicant:** David Briggs, AIA LEED AP  
594 Broadway-Suite 506  
New York, NY 10012

**Agency:** New York State Education Department  
Albany, NY

**Re:** 1176 Franklin Avenue, AKA 1176-1188 Franklin Avenue, Bronx  
Block 2614, Lot 4  
Zoning District R6

Dear Mr. Briggs:

This is in response to your request of July 30, 2018 for a Letter of No Objection (LNO) at **1176 Franklin Avenue** for a **charter school use (use group 3)**. There is no Certificate of Occupancy (CO) for the premises. However, other Department of Buildings (DOB) records from the Block and Lot folder indicate that a brick fire-proofed 3-story and basement school was erected under the NB application of 799 of 1904 at this location with the Church of St. Augustine listed as the owner. The parochial school use is confirmed by Slip 879 of 1916, Misc. 336 of 1970 and several recent ALT-2 applications, signed-off in 2002 to 2009, one of them application no. 200559975 filed by NYSCA. In addition, the Department of Finance (DOF) records confirm the parochial educational use under the code under the code W-9.

You indicated that the school is no longer operated by and accessory to the house of worship (use group 4). A parochial school is a use group (UG) 4, if it is operated and accessory to a house of worship; if the school is operated independently from the church, it is similar to a public school, which is a use group (UG) 3.

Therefore, the Department of Buildings **has no objection to a charter school** use group (UG) 3 at 1176 Franklin Avenue subject to the following conditions:

1. The charter school is operated independently of the church.
2. A fire alarm system, if existing has to be legalized with the DOB or certified as appropriate by a licensed professional; if not existing an application must be filed and signed-off with the DOB. Fire alarm systems are required for educational occupancies (E) and fire suppression systems are required for commercial kitchens. Until that date FDNY certified fire wardens are required to be present on site during hours of operation, one per each means of egress per floor and one per every 100 children.
3. A Place of Assembly (PA) application must be filed and signed off with the DOB for all spaces with 75 people or more. Until that date FDNY certified fire wardens are required to be present on site during the PA hours of operation.
4. Provide fire protection systems throughout to comply with the NYC Building and Fire Codes.
5. Comply with DOB and Health Department regulations with respect to asbestos and lead paint abatement.
6. All exits and means of egress must be unobstructed at all times.
7. Cooking is prohibited without a fire suppression system, only warming of food and beverages is allowed.



Therefore, the Department of Buildings (DOB) has no objection to a charter school (use group 3) at **1176 Franklin Avenue**.

If this building is hereafter altered or its use changes, an application for such alteration work or change of use must be filed and a Certificate of Occupancy shall be obtained pursuant to Article 118, Chapter 1 of Title 28 of the NYC Administrative Code.

I trust this information has been of assistance to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Raymond Plumey".

**Raymond Plumey, FAIA**  
Deputy Borough Commissioner





# Certificate of Occupancy

**CO Number: 200916107F**

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.*

<b>A.</b>	<b>Borough:</b> Bronx	<b>Block Number:</b> 02373	<b>Certificate Type:</b> Final
	<b>Address:</b> 3565 3 AVENUE	<b>Lot Number(s):</b> 14	<b>Effective Date:</b> 01/30/2007
	<b>Building Identification Number (BIN):</b> 2001331	<b>Building Type:</b> Altered	

*For zoning lot metes & bounds, please see BISWeb.*

<b>B.</b>	<b>Construction classification:</b> 1	<b>Number of stories:</b> 1
	<b>Building Occupancy Group classification:</b> PUB	<b>Height in feet:</b> 15
	<b>Multiple Dwelling Law Classification:</b> None	<b>Number of dwelling units:</b> 0

**C. Fire Protection Equipment:**  
None associated with this filing.

**D. Type and number of open spaces:**  
Parking spaces (17), Parking (14500 square feet)

**E. This Certificate is issued with the following legal limitations:**  
None

**Borough Comments:** None

Borough Commissioner

Commissioner