

U.S. Department of Education
Washington, D.C. 20202-5335



**APPLICATION FOR GRANTS
UNDER THE**

Grants for Replication and Expansion of High-Quality Charter Schools

CFDA # 84.282M

PR/Award # U282M140026

Grants.gov Tracking#: GRANT11707072

OMB No. , Expiration Date:

Closing Date: Jul 21, 2014

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This application was generated using the PDF functionality. The PDF functionality automatically numbers the pages in this application. Some pages/sections of this application may contain 2 sets of page numbers, one set created by the applicant and the other set created by e-Application's PDF functionality. Page numbers created by the e-Application PDF functionality will be preceded by the letter e (for example, e1, e2, e3, etc.).

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
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* 3. Date Received: <input type="text" value="07/21/2014"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="Great Oaks Foundation, Inc."/>	
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="27-5281234"/>	* c. Organizational DUNS: <input type="text" value="0794342070000"/>

d. Address:

* Street1: <input type="text" value="222 Broadway, 19th Floor"/>
Street2: <input type="text"/>
* City: <input type="text" value="New York"/>
County/Parish: <input type="text"/>
* State: <input type="text" value="NY: New York"/>
Province: <input type="text"/>
* Country: <input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code: <input type="text" value="10038-2510"/>

e. Organizational Unit:

Department Name: <input type="text"/>	Division Name: <input type="text"/>
---------------------------------------	-------------------------------------

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="Jean"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Lombardi"/>	
Suffix: <input type="text"/>	
Title: <input type="text" value="Director of External Affairs"/>	

Organizational Affiliation: <input type="text" value="Great Oaks Foundation, Inc."/>	
* Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>
* Email: <input type="text"/>	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

M: Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Education

11. Catalog of Federal Domestic Assistance Number:

84.282

CFDA Title:

Charter Schools

*** 12. Funding Opportunity Number:**

ED-GRANTS-062014-002

* Title:

Office of Innovation and Improvement (OII): Charter Schools Program (CSP): Grants for Replication and Expansion of High-Quality Charter Schools CFDA Number 84.282M

13. Competition Identification Number:

84-282M2014-1

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

GOF_Areas Affected By Project.pdf

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Great Oaks Foundation Replication and Expansion Project

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="650,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="2,450,000.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="4,250,000.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="7,350,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

**Great Oaks Foundation
Areas Affected by Project**

The areas directly affected by the project are: Newark, NJ, New York, NY, Bridgeport, CT and Wilmington, DE.

**Great Oaks Foundation
Congressional Districts Served**

The congressional districts served by the project include:

NJ-10

NY-7

CT-4

DE-At-Large

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

<p>SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p>Jean Lombardi</p>	<p>TITLE</p> <p>Director of External Affairs</p>
<p>APPLICANT ORGANIZATION</p> <p>Great Oaks Foundation, Inc.</p>	<p>DATE SUBMITTED</p> <p>07/21/2014</p>

Standard Form 424B (Rev. 7-97) Back

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
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4. Name and Address of Reporting Entity:
 Prime SubAwardee

* Name: Great Oaks Foundation, Inc.
* Street 1: 222 Broadway, 19th Floor Street 2:
* City: New York State: NY: New York Zip: 10038-2510
Congressional District, if known: 10

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: Department of Education	7. * Federal Program Name/Description: Charter Schools CFDA Number, if applicable: 84.282
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8. Federal Action Number, if known:	9. Award Amount, if known: \$
--	---

10. a. Name and Address of Lobbying Registrant:

Prefix * First Name N/A Middle Name
* Last Name N/A Suffix
* Street 1 Street 2
* City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix * First Name N/A Middle Name
* Last Name N/A Suffix
* Street 1 Street 2
* City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* Signature: Jean Lombardi
* Name: Prefix * First Name Jean Middle Name
* Last Name Lombardi Suffix
Title: Telephone No.: Date: 07/21/2014

Federal Use Only: Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

PR/Award # U282M140026

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct

description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

- (1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.
- (2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.
- (3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382). Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

Optional - You may attach 1 file to this page.

Add Attachment

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CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION Great Oaks Foundation, Inc.	
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Jean"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Lombardi"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="Director of External Affairs"/>	
* SIGNATURE: <input type="text" value="Jean Lombardi"/>	* DATE: <input type="text" value="07/21/2014"/>

Abstract

The abstract narrative must not exceed one page and should use language that will be understood by a range of audiences. For all projects, include the project title (if applicable), goals, expected outcomes and contributions for research, policy, practice, etc. Include population to be served, as appropriate. For research applications, also include the following:

- Theoretical and conceptual background of the study (i.e., prior research that this investigation builds upon and that provides a compelling rationale for this study)
- Research issues, hypotheses and questions being addressed
- Study design including a brief description of the sample including sample size, methods, principals dependent, independent, and control variables, and the approach to data analysis.

[Note: For a non-electronic submission, include the name and address of your organization and the name, phone number and e-mail address of the contact person for this project.]

You may now Close the Form

You have attached 1 file to this page, no more files may be added. To add a different file, you must first delete the existing file.

* Attachment:

**Great Oaks Foundation
ED Abstract**

Name of Organization: Great Oaks Foundation
Address: 222 Broadway, 19th Floor, New York, NY 10038
Project Director: Michael Thomas Duffy, President
Phone Number: [REDACTED]
Email Address: [REDACTED]

The Great Oaks Foundation's goal is to substantially expand two high-quality schools and launch two new schools, creating a total of 1,200 new high-quality seats across a three-year grant period. The existing schools include Great Oaks Charter School - Newark and Great Oaks Charter School - New York City. In 2014, the Great Oaks Foundation will launch Great Oaks Charter School - Bridgeport, having been granted a charter by the Connecticut State Board of Education on April 2, 2014. The following academic year, we will launch Great Oaks Charter School - Wilmington, having been granted a charter by the Delaware State Board of Education on April 17, 2014.

For new and expanding charter schools, expenses that make strong programmatic sense – building out technology, carrying out renovations that create a safe school environment conducive to learning, meeting enrollment targets to ensure a robust per pupil funding stream – are often delayed by limited resources. The proposed grant will allow the Great Oaks Foundation to accelerate growth through targeted expenditures and bridge the fiscal gap until school expenditures are sustainable on per-pupil funding.

In line with the purpose of the CSP, the Great Oaks Foundation will offer high-quality seats to students, and open schools that serve as a proof point for the effectiveness of charter schools. The Great Oaks Foundation is prepared to offer at-risk students options that close the achievement gap and promise college readiness.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File

GREAT OAKS



FOUNDATION

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Great Oaks Foundation Project Narrative

I. Absolute Priority

Experience Operating or Managing High-Quality Charter Schools

Founded in 2011, the Great Oaks Foundation is a non-profit charter management organization dedicated to the launch and support of high-performing charter schools.

There are three components to our mission: to prepare students for college success, to train highly effective classroom teachers and to invest in the communities in which our schools operate.

- **Preparing Students for College Success:** A strong focus on building relationships with families and highly individualized instruction ensures that every student receives a high-quality education. Our schools have a culture of high academic and behavioral expectations, predicated on the belief that every child can learn and earn a degree from a competitive four-year institution. A cadre of tutors, most of whom are recent college graduates, serve a one year fellowship at Great Oaks in what is known as the Tutor Corps. The tutors provide every Great Oaks students with several hours of individualized attention every day. Our academic model was inspired by the Match Charter Public School of Boston, which has an extraordinary track record of success using the Tutor Corps model.

- **Training Highly Effective Teachers:** Through a partnership with New York University's Steinhardt School of Culture, Education and Humanities, Great Oaks offers a pathway to teacher certification for select members of the Tutor Corps. The goal of the Teacher Residency is twofold: 1) to prepare our students for college success and 2) to train the next generation of great teachers. The Teacher Residency will mirror the intensity of a medical residency, with Teacher Residents working, learning and studying

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60+ hours, 6-7 days a week. Teacher Residents commit to teaching in a public school in Newark for three years, creating a positive impact on schools and organizations throughout the community. Mary Brabeck, the Dean of the Steinhardt School at NYU, sits on the Great Oaks Foundation board.

- **Investing in Communities:** The Great Oaks Foundation is committed to the vitality of the communities in which our schools operate. The shape this takes depends upon the needs of the community. In Newark, Great Oaks was a founding partner in Teachers Village. In New York City's Community School District 2, Great Oaks addresses the community's acute overcrowding by creating hundreds of new seats for downtown families.

In just a few short years the Great Oaks Foundation has built a strong track record of success. Last year, Great Oaks Charter School - Newark (GO-NWK) outperformed its home district, Newark Public Schools, by **15.1 percentage points in literacy** and **38.7 percentage points in math** on the standardized NJASK State Assessment. In addition to demonstrating academic success in absolute terms, New Jersey calculates Student Growth Percentiles (SGP) to measure student growth from one academic year to the next. GO-NWK made substantial gains on the NJASK from 2012-2013; of 65 district and charter schools in Newark, **GO-NWK had the ninth highest average SGP** in math and literacy. Of the 87 charter schools in the state of New Jersey, Great Oaks' growth percentage on **Math ranked second**.

Early interim assessment results demonstrate that Great Oaks Charter School - New York City (GO-NYC) is an academically a high-performing school. As GO-NYC

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awaits the state test scores, the best indicator for progress is how students performed on the final Achievement Network (ANet) assessment of the year. Recent data show:

- On the 4th Interim, GO-NYC tied for **2nd in the Network in ELA** (8% above average) and **1st in the Network in Math** (21% above average);
- **Students with IEPs** outperformed the Network in every Math standard and all but 2 ELA standards;
- Across the year, GO-NYC students grew **14.2% in Math** and **19.1% in ELA**; and
- Their growth was **5th highest** in the network in Math and **2nd highest** in ELA.

The effectiveness of the Great Oaks' program of high-dosage tutoring is well documented in other schools serving similar populations. Specifically, the Match Charter School of Boston, which has been providing individualized tutoring to urban middle/high school students for over a decade, serves a student body that is more than 90% black or Hispanic and where more than 75% of students receive free or reduced-price lunch. Match has generated significant learning gains for its students, presenting clear evidence of success for this programmatic approach, which has been faithfully replicated by Great Oaks. Nationally, just 8% of Americans in the bottom income quartile hold college degrees by age 24. Of the first seven classes to graduate from the Match High School, between 2004 and 2010, 74% of alumni have either graduated from college or are still enrolled. Nationally, just 8% of Americans in the bottom income quartile hold college degrees by age 24. Furthermore:

- Five times between 2008-09 and 2011-12, New Leaders for New Schools and the USDOE recognized Match's Middle School and High School programs as

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Effective Practice Incentive Community award winners for student achievement gains (the most of any school in the country during the same period).

- In 2009, U.S. News and World Reports ranked Match among the top 3% of U.S. public high schools.
- In 2008, the U.S. Department of Education recognized Match as one of the 8 best charter high schools in the country.
- In 2007 and 2009, Newsweek ranked Match as one of the top 100 U.S. public high schools.

Michael Thomas Duffy, the President and founder of the Great Oaks Foundation, was the founding board chair of the Match school in 1999 and has applied the many lessons learned in the intervening years into the design of Great Oaks' school model.

Over the course of the grant period, the Great Oaks Foundation will launch two new schools in high-poverty areas. In 2014, we will launch Great Oaks Charter School - Bridgeport (GO-BPT) in Bridgeport, CT, having been granted a charter by the State Board of Education on April 2, 2014. The following academic year, we will launch Great Oaks Charter School - Wilmington (GO-WIL) in Wilmington, DE, having been granted a charter by the Delaware State Board of Education on April 17, 2014. Between expanding existing schools and opening new schools, the Great Oaks Foundation will create a total of 1,200 new high-quality seats across the three-year grant period.

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II. Competitive Priorities

Competitive Preference Priority 1 – Low-Income Demographic

The Great Oaks Foundation has secured charters to operate four charter schools, all of which either already serve, or are designed to serve, a low-income demographic. In SY14-15, Great Oaks Charter School - Newark (GO-NWK) will serve approximately 350 students in Grades 6-10. At GO-NWK, 80% of students are eligible for free or reduced-price lunch. In SY14-15, Great Oaks Charter School - New York City (GO-NYC) will serve 200 students in Grades 6-7, 80% of whom are eligible for free or reduced-price lunch. Great Oaks Charter School - Bridgeport (GO-BPT) will launch in Fall 2014. In its first year, the school will serve 100 students in Grade 6. Based on data from potential feeder schools in Bridgeport, we expect that over 80% of GO-BPT students will be eligible for free or reduced-price lunch. Great Oaks Charter School - Wilmington (GO-WIL) will launch in Fall 2015. In its first year, the school will serve 200 students in Grade 6. Based on data from potential feeder schools in Greater Wilmington, we expect that over 80% of GO-WIL students will be eligible for free or reduced-price lunch.

Competitive Preference Priority 2 – School Improvement

Not Applicable. The Great Oaks Foundation's proposed replication and expansion of charter schools will not occur in partnership with a local education agency in implementing academic or structural interventions to serve students attending schools that have been identified for improvement, corrective action, closure, or restructuring.

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Competitive Preference Priority 3 – Promoting Diversity

Demographically, the Great Oaks Charter Schools are generally representative of the communities in which they operate. This means we generally serve a racially and ethnically diverse population.

At GO-NYC, approximately 25% of students are Asian or Asian American, 25% are African American and 50% are Latino. GO-NYC offers a lottery preference to ELLs, and just under half of our students come from families where a language other than English is spoken in the home. In keeping with the neighborhood where its located, GO-NWK's students are predominately African American (82%) and Latino (18%)

In Bridgeport, the population under 18 is 36.9% Hispanic, 30.9% Black, 7.9% White, 5.1% Multi-Race, 2.1% Asian and 17.1% Other. GO-BPT recruited students across the city, receiving large numbers of applications from five zip codes. We anticipate that the school population will be reflective of the demographics of the community. Like GO-NYC, GO-BPT offers a lottery preference for ELLs. GO-BPT held its lottery in June and of the 100 students who will enroll, 59% self-identified as ELLs.

Based on the demographics of students attending Wilmington schools, we anticipate that approximately 60% of students at GO-WIL will be African American, 20% will be White, 15% will be Latino and 5% will be Asian or Asian American.

The Great Oaks Charter Schools reduce racial, ethnic and economic isolation by:

- Exposing children to a wide range of culturally sensitive, non-biased materials;
- Making every effort in hiring to expose students to successful people who represent the global community;

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- Field trips – primarily to colleges and universities – outside of their city to broaden students experiential base;
- Partnering with community-based organizations that represent children of different backgrounds than the students for community services days and to solicit guest speakers; and
- Preparing students to compete in the global marketplace as productive adults.

Additionally, Great Oaks creates an environment that makes students from a wide variety of racial, ethnic and economic backgrounds *want* to come back to school, and provide opportunities such as helping to teach lessons, facilitate discussions about issues such as tolerance, and act as peer tutors. Students from different backgrounds are encouraged to lead clubs or discussions celebrating their culture.

Both GO-NYC and GO-BPT recruited in both English and in the predominant languages spoken in Lower Manhattan and Bridgeport, canvassed in non-English speaking neighborhoods, and made speakers of other languages available to speak with prospective parents. Both schools will implement an effective, research-based program that uses high-quality classroom instruction, extensive professional development for educators and high-dosage daily tutoring to help students who are ELLs reach English proficiency and ultimately go on to college success. The Great Oaks Tutor Corps will be a powerful force in meeting students' diverse needs. Great Oaks will actively recruit tutors who are fluent in the predominant languages spoken in Bridgeport. This enables tutors to connect with students and their families in their native language. Many students who live in a home where a language other than English is

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spoken aren't diagnosed as ELLs by the time they reach sixth grade. Yet, these students often have significant gaps in vocabulary. While this may not be immediately noticeable in 6th grade, if these gaps aren't addressed by high school, SAT and ACT scores suffer, limiting students' options for post-secondary education. Having tutors who can identify these gaps in a student's home language early allows for immediate remediation. This strategy has been highly effective at GO-NYC.

Competitive Preference Priority 4 – Promise Zones

Not Applicable. The Great Oaks Foundation does not have plans at this time to open schools in a federally designated Promise Zone.

Competitive Preference Priority 5 – Novice Applicant

The Great Oaks Foundation qualifies as a Novice Applicant. The Great Oaks Foundation has never (i) received a Replication and Expansion grant; (ii) has never been a member of a group application and (iii) has not had an active discretionary grant from the Federal government in the last five years.

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III. Selection Criteria

(a) Quality of the Eligible Applicant

Over the past three years, the Great Oaks Foundation has significantly increased student academic achievement and attainment for students. In addition to presenting absolute scores, New Jersey calculates Student Growth Percentiles (SGP) to measure student growth from one year to the next. Great Oaks Charter School - Newark (GO-NWK) made substantial gains on the NJASK from 2012-2013; GO-NWK made substantial gains on the NJASK from 2011-2012 to 2012-2013. Of 65 district and charter schools, GO-NWK tied for the 9th highest average SGP in Math and Language Arts and ranked 4th among Newark's charter schools. Of the 87 charter schools in the state of New Jersey, Great Oaks' growth percentage on Math ranked second.

The charters schools that outperformed GO-NWK were Discovery Charter School (founded 1999), North Star Academy (founded 1997) and University Heights Charter School (founded 2006) all have long, impressive records of success. We are proud to be in the same ranks as schools that have honed their model for many years.

Furthermore, only Discovery (Grades 4-8) and North Star (Grades K-12) serve middle school students. Unlike GO-NWK, which takes in students at the 6th grade – many of whom have significant educational deficits – Discovery and North Star have several years to bring their students up to grade level. Despite the fact that the majority of our 6th graders come to us from failing elementary schools, GO-NWK is still ranked among these top-performing schools.

Over the last three years there have not been significant gaps achievement gaps between any of the subgroups of students described in section 1111(b)(2)(C)(v)(II) of

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the ESEA at any of the Great Oaks Charter Schools. GO-NWK is the only Great Oaks school with state test results. Not only are there no achievement gaps between subgroups, GO-NWK's Black and Latino students¹ are outperforming their District and State counterparts.

ELA Proficiency Rate - 2013									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	55.7%	20.0%	49.4%	43.6%	47.7%	66.1%	26.7%	40.1%	35.0%
7	50.0%	68.2%	55.6%	42.0%	47.0%	65.2%	24.1%	39.5%	33.4%
8	61.0%	N/A	64.6%	63.6%	70.9%	81.9%	47.0%	37.9%	56.0%

Math Proficiency Rate - 2013									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	90.0%	93.3%	90.6%	59.1%	68.1%	78.8%	42.8%	60.1%	33.2%
7	57.5%	77.3%	63.5%	37.5%	48.1%	63.6%	21.1%	41.1%	33.2%
8	68.3%	N/A	70.8%	44.0%	56.0%	69.3%	32.7%	48.7%	42.4%

ELA Proficiency Rate - 2012									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	38.1%	52.9%	43.4%	38.8%	46.9%	64.5%	24.4%	43.2%	34.5%
7	27.8%	N/A	29.5%	36.8%	42.8%	61.0%	21.4%	34.9%	29.6%

Math Proficiency Rate - 2012									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	61.9%	82.4%	68.4%	56.7%	68.5%	78.8%	41.3%	65.1%	54.0%
7	33.3%	N/A	34.4%	37.0%	47.7%	63.2%	22.5%	41.7%	34.1%

In just a few years, the Great Oaks Foundation has built a strong track record of success. While GO-NWK **outperformed its home district, Newark Public Schools by 4.4 percentage points in literacy and 7.4 percentage points in math** in its first year, our absolute scores were not as strong as we hoped.¹ That year (SY 11-12), the school enrolled 6th and 7th graders. Great Oaks students – particularly the 7th graders – did not perform as well as expected. These results drove conversations at the school and network about changing the model to guarantee that students are equipped to meet our high expectations. One takeaway was to start smaller; most of our 7th graders came to

¹ Please note that GO-NWK does not currently serve any White or Asian students. The school is 82% African American and 18% Latino. While GO-NWK did serve Latino 7th graders in Year 1 and Latino 8th graders in Year 2, the NJASK does not publish data for very small cohorts in order to protect individual student privacy.

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us from failing middle schools and required intense remediation. While the 6th graders needed remediation as well, by the time they took the 7th grade tests a year later they had the benefit of 1.5 years of Great Oaks' rigorous academic program. Additionally, opening with two grades made it more difficult to build a cohesive school culture, further affecting student performance in Year 1. This experience led us to open future schools with 6th grade only and grow one grade level at a time.

Last year, GO-NWK outperformed its home district, Newark Public Schools, by **15.1 percentage points in literacy** and **38.7 percentage points in math** on the standardized NJASK State Assessment. Across the state of New Jersey, only 35.5% of public school students are eligible for free and reduced-price lunch². Despite the fact that GO-NWK serves a predominantly economically disadvantaged population (80% are eligible for free and reduced-price lunch), last year our students performed within five percentage points of the State on the NJASK. Furthermore, **GO-NWK's students outperformed New Jersey's similarly economically disadvantaged students by 13.1 percentage points.**

ELA Proficiency Rate - 2013				
Grade	GO-NWK	NJ	NJ ED	Newark
6	49.4%	66.1%	45.3%	35.0%
7	55.6%	65.2%	43.4%	33.4%
8	64.6%	81.9%	67.3%	56.0%

Math Proficiency Rate - 2013				
Grade	GO-NWK	NJ	NJ ED	Newark
6	90.6%	78.8%	64.8%	33.2%
7	63.5%	63.6%	43.6%	33.2%
8	70.8%	69.3%	51.3%	42.4%

² New Jersey Department of Education, July 1, 2011-June 30, 2012.

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Early interim assessment results demonstrate that Great Oaks Charter School - New York City (GO-NYC) is a high-performing school. As GO-NYC awaits the state test scores, the best indicator for progress is how students performed on the final Achievement Network (ANet) assessment of the year. Recent data show:

- On the 4th Interim, GO-NYC tied for **2nd in the Network in ELA** (8% above average) and **1st in the Network in Math** (21% above average);
- **Students with IEPs** outperformed the Network in every Math standard and all but 2 ELA standards;
- Across the year, GO-NYC students grew **14.2% in Math** and **19.1% in ELA**; and
- Their growth was **5th highest** in the network in Math and **2nd highest** in ELA.

(b) Contribution in assisting educationally disadvantaged students

While the Great Oaks schools hold all students to high academic standards, we recognize that some will need additional support to master content areas and achieve their potential. Therefore, our model offers a high level of differentiated instruction and dedicated staff and resources to identify, support and assess students of all levels of ability on an ongoing basis.

In order to provide a high level of attention to each student's needs to support their preparation for college, our full-time Tutor Corps, in conjunction with our teachers, provides individual attention to each student. Every student receives two hours of tutoring in groups no larger than three students per tutor – and often one on one – every single day. This allows us to differentiate instruction at a personal level for each student. Tutorial sessions are woven throughout the school day schedule – not tacked on to the

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end of the school day or after school – with tutors delivering lessons that are developed in conjunction with the students’ classroom teachers.

The Great Oaks Tutor Corps is a powerful force in meeting students’ diverse needs. Great Oaks actively recruits tutors who are fluent in the predominant languages spoken in the communities where we launch schools. This enables tutors to connect with students and their families in their native language. Many students who live in a home where a language other than English is spoken aren’t diagnosed as ELLs by the time they reach sixth grade. Yet, these students often have significant gaps in vocabulary and other foundational knowledge and skills. While this may not be immediately noticeable in 6th grade, if these gaps aren’t addressed by high school, students’ preparedness for college success is greatly diminished, limiting students’ options for post-secondary education. Having tutors who can identify these gaps in a student’s home language early allows for immediate remediation. This strategy has been highly effective at GO-NYC, which has a focus on ELLs.

As a part of our data-driven instructional culture, Great Oaks schools identify the needs of our students early in the school year, and on an ongoing basis. The first step to identifying the diverse needs of individual students will be administering Achievement Network (ANet) assessments at the beginning of the school year. Assessment data, combined with teacher observations, will be used to identify students at-risk of academic failure and students who are academically gifted. Item analysis will be conducted on each assessment to identify which standards students are struggling with and weekly professional development sessions and common planning time will support the modification of instruction to meet the individual needs of students. In addition to

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modifying instruction, tutor groups will be based on ability. This means that students who are at-risk of academic failure will receive at least two hours of daily tutoring specifically targeted to their ability level in groups of 2-3 students.

While our data-driven culture supports differentiation for all students, Great Oaks schools have additional supports in place for students with disabilities and English Language Learners (ELLs). Students with Individualized Education Programs (IEPs) will receive instruction in accordance with their IEP in the Least Restrictive Environment for that student. Great Oaks ensures that students with disabilities receive the supports they need, including but not limited to: push-in services by the Special Education Teacher; indirect counseling in which the Special Education teacher meets one-on-one with the general education teacher; co-teaching in which the Special Education teacher and general education teacher are both teaching; additional tutoring; and counseling.

Great Oaks schools use an immersion model for educating ELLs, allowing them to rapidly gain language skills through peer interaction and English Language immersion while providing extra supports. Great Oaks closely tracks students' proficiency using frequent interim assessments.

The cycle of identifying students' weaknesses and modifying instruction and tutoring to meet their needs will be monitored by follow-up assessments that will inform the leadership team on how all students are progressing.

(c) Quality of the project design

The Great Oaks Foundation's Theory of Change is that if we implement a rigorous high-dosage tutoring model, students will become college-ready, as evidenced by standardized state test scores, college course matriculation during high school, SAT

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scores and admission to a competitive four-year college or university. The ultimate indicator of the efficacy of our programmatic approach will be college graduation.

We expect that the majority of students enroll in 6th grade well below grade level. Our objective is to get students on grade level by 8th grade and college-ready by high school graduation. We will prepare our students to succeed in college by focusing on:

- **Unrelenting Focus on College Readiness:** Great Oaks schools prepare students to graduate from college by holding them to exceptionally high academic standards; according to USDOE researcher Clifford Adelman, “The academic intensity of the student’s high school curriculum still counts more than anything else in pre-collegiate history in providing momentum toward completing a bachelor’s degree.”³ In addition to concentrating on academic preparedness, Great Oaks schools decorate classrooms, offices and hallways with college paraphernalia to make sure that students never lose sight of their goal. Weekend and summer trips to college campuses, financial aid planning and ongoing academic support will equip students and families with the knowledge tools needed to graduate from college.

- **Individualized Instruction:** To ensure that students can meet our high academic standards, every Great Oaks student receives at least two hours of individualized tutoring every day delivered by our full-time Tutor Corps. The Tutor Corps is a one-year fellowship program for recent college graduates who work full-time at our school as tutors. The Tutor Corps is highly competitive, attracting top students from Ivy League institutions, Historically Black Colleges and Universities, Largest Public

³ Adelman, Clifford. “The Toolbox Revisited: Paths to Degree Completion from High School Through College.” U.S. Department of Education.

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Universities and Small Liberal Arts Colleges. A recent study examining the average correlation between inputs and reading and math effectiveness, measured in additional months of schooling, demonstrated that high-dosage tutoring is the single most effective strategy for improving student outcomes (equivalent to .93 months of additional schooling).⁴ At GO-NWK and GO-NYC, the two existing schools in the Great Oaks network, we've also seen that when students feel that teachers, tutors and administrators are genuinely invested in their success, it results in stronger student engagement, improved family partnerships, a decrease in disciplinary issues and lower student attrition rates. Great Oaks actively recruits tutors who are fluent in the predominant languages spoken in the communities where we open schools, ensuring that ELLs have access to bilingual one-on-one or small group instruction.

- **Data-Driven Instruction:** Great Oaks schools utilize the highest-quality interim assessment tools, including the *Achievement Network* exams and the *Scholastic Reading Inventory*, to provide a dynamic, externally validated picture of our students' growth and areas for improvement. Additionally, daily "Exit Ticket" mini-assessments provide teachers and tutors with immediate feedback on student understanding of daily objectives. All teachers and tutors are provided frequent time for data review in order to improve instruction at the tutorial, classroom and whole-school level. Studies have shown that using data to drive instruction is one of the key practices in charters schools found to raise academic achievement.⁵

⁴ Fryer, Roland. 2012. "Learning from the Successes and Failures of Charter Schools." Hamilton Project Discussion Paper 2012-06, Washington D.C.: Brookings Institution Press. 2012.

⁵ Fryer, Roland. 2012. "Learning from the Successes and Failures of Charter Schools." Hamilton Project Discussion Paper 2012-06, Washington D.C.: Brookings Institution Press. 2012.

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- **More Time on Task:** The Great Oaks school day and year is significantly longer than those of district schools. Our school day runs from 7:30am-4:45pm (two hours longer than the average district middle school), with additional enrichment opportunities from 4:45pm-6:00pm. Great Oaks schools provide a minimum of 200 instructional days per school year, compared to the standard 180 in most states. Finally, students whose grades and assessment results indicate that they are at risk of falling behind attend Saturday School and stay after school for additional tutoring targeted to the areas in which they need help. In one year, Great Oaks students receive at least 500 more hours of support than those enrolled in neighboring district schools. A recent paper by Harvard economist Roland Fryer demonstrates that increased instructional time is another key predictor of success.⁶

- **Character Development:** We recognize that graduating from college requires character and maturity. Nationally, just 8% of Americans in the bottom income quartile hold college degrees by age 24. For our students to overcome the odds, they will need to develop traits such as perseverance, courage and discipline. We actively develop character traits through a school culture that reinforces these core values. The highest performing charter networks in the country, including KIPP, Achievement First and Uncommon Schools count character development among their key values.

- **Relationships:** At Great Oaks schools, Executive Directors, teachers and tutors engage in at least weekly individual parent outreach. We consider this to be so critical that we will hold tutors accountable using a call log system. Through Accepted

⁶ Fryer, Roland. 2012. "Learning from the Successes and Failures of Charter Schools." Hamilton Project Discussion Paper 2012-06, Washington D.C.: Brookings Institution Press. 2012.

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Student Night, multiple student orientations and Open Houses ensure that parents are always aware of what's happening in the school. Parent University and parent committees guarantee that parents have a systematized way of providing feedback and influencing the ongoing development of the school. At GO-NWK and GO-NYC, we've seen that student success is contingent upon a community of support. Such a community includes teachers, school leaders, tutors, students and – crucially – families. Nevertheless, we recognize that there are households where an engaged parent may not provide leverage. Great Oaks' program is premised upon succeeding even without that.

The overarching goal of the proposed project is to significantly expand two high-performing schools and launch two new high-performing schools. Student performance targets include:

- At least 85% of students will pass the standardized State exam
- At least 85% of students will outscore their district counterparts on the standardized State exam
- At least 70% of students will take college courses while enrolled at Great Oaks
- At least 90% of students will score a 1550 or higher on the SAT
- At least 99% of graduating seniors will be admitted to a competitive four-year college or university
- At least 75% of Great Oaks graduates will graduate from a four-year competitive college or university

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A 2012 study conducted by acclaimed Harvard economist Roland Fryer demonstrated that Great Oaks' key practices are highly effective: "On this first front, to better understand what features of charter schools are most effective in raising scholastic achievement, we examined evidence from New York City charter schools, where we identified five educational practices that are proving most successful: (1) focusing on human capital, (2) using student data to drive instruction, (3) providing high-dosage tutoring, (4) extending time on task, and (5) establishing a culture of high expectations."⁷

The benefits of high-dosage tutoring are well documented. In 1997, the U.S. Department of Education published a research brief entitled "Evidence that Tutoring Works," which surveyed dozens of studies and finds that "when tutors work closely with teachers and are provided with intensive, ongoing training, they can make a difference." More recently, a 2014 working paper released by the National Bureau of Economic Research titled "The (Surprising) Efficacy of Academic and Behavioral Intervention with Disadvantaged Youth: Results from a Randomized Experiment in Chicago"⁸ reported on a randomized controlled trial of a two-pronged intervention that provides disadvantaged youth with high-dosage tutoring.

The study, conducted by a team led by the co-director of the University of Chicago Urban Education Lab, offered a program of intense tutoring (based on the

⁷ Fryer, Roland. 2012. "Learning from the Successes and Failures of Charter Schools." Hamilton Project Discussion Paper 2012-06, Washington D.C.: Brookings Institution Press. 2012.

⁸ The (Surprising) Efficacy of Academic and Behavioral Intervention with Disadvantaged Youth: Results from a Randomized Experiment in Chicago Philip J. Cook, Kenneth Dodge, George Farkas, Roland G. Fryer, Jr, Jonathan Guryan, Jens Ludwig, Susan Mayer, Harold Pollack, Laurence Steinberg NBER Working Paper No. 19862 January 2014.

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Match model) in combination with group behavioral counseling to 106 male 9th and 10th graders in a public high school on the south side of Chicago, of whom 95% are black and 99% are free or reduced price lunch eligible. The group, which had weak math skills, track records of absences or disciplinary problems, learned in an eight-month period the equivalent of what the average American high school student learns in three school years, measured by standardized test scores. Furthermore, far more of the students in the group met indicators of being on track to graduate from high school.

Alan Safran, the president of Match Tutors, a unit of Match Education, was interviewed for a New York Times article about the study and reasoned, “there is a huge supply of people who want to do something before they go down the career path of law or medicine or business,” He asserted that because tutors do not have to manage large classes or develop curriculum, young people who are not certified teachers can still be highly effective tutors.

The study concluded: “Participation increased math test scores by 0.65 of a control group standard deviation (SD) and 0.48 SD in the national distribution, increased math grades by 0.67 SD, and seems to have increased expected graduation rates by 14 percentage points (46%)...this intervention seems to yield larger gains in adolescent outcomes per dollar spent than many other intervention strategies.”

(d) Quality of the management plan and personnel

Overview

Over the course of the three-year grant period, the Great Oaks Foundation will significantly expand two existing schools and open two new schools. As described above, there are three components to the mission of the Great Oaks Foundation: to

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prepare students for college success, to train highly effective classroom teachers and to invest in the communities in which our schools operate. The Great Oaks Foundation's intense focus on community development necessitates a slower pace of expansion than that of other charter school networks. Unlike many other charter management organizations, the Great Oaks Foundation is less concerned with flooding the marketplace with charters. Instead, we launch a single school per city with the goal of using that school as a central point for community development.

To date, all of our existing and planned schools are in different states, enabling us to provide a high-quality school option in a variety of neighborhoods, including in mid-sized cities, which generally have fewer charters and less school choice.

Integral to our community development work is the Great Oaks Tutor Corps, which brings an influx of young educators into the cities where we launch schools. The Great Oaks Teacher Residency, which was created in partnership with New York University's Steinhardt School of Culture, Education and Humanities creates a pipeline of certified teachers in these cities. The expectation is that Teacher Residents will commit three years to teaching in a public school in a high-poverty neighborhood, creating a positive impact on schools and organizations throughout the community.

There is no formal commitment for tutors who do not participate in the Teacher Residency; however, over the last two years more than half of all Great Oaks Tutor Corps members chose to remain in the education sector to help low-income students. Many remained in the charter sector, working at networks such as KIPP and Uncommon, high-performing independent charters such as Coney Island Prep and Great Oaks and education advocacy organizations such as Schools That Can.

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Project Objectives and Timeline

The plan for the successful start-up and school expansion start-up is outlined below. Great Oaks schools require significant start-up support to launch the schools and make initial purchases. As schools grow, they are able to increasingly rely on per pupil funding until they are self-sustaining at or before they reach scale. The Great Oaks Foundation's Superintendent, working closely with the Executive Directors and Directors of Operation for each school, will oversee the start-up and expansion process.

Project activities include:

Task	Start Date	End Date	Responsible
Purchase furniture for 100 GO-BPT students and staff	7/1/14	8/1/14	GO-BPT DOO
Purchase furniture for 100 GO-NYC students and staff	7/1/14	8/1/14	GO-NYC DOO
Purchase technology for GO-BPT students and staff	7/15/14	8/1/14	GO-BPT DOO
Purchase technology for GO-NYC students and staff	7/15/14	8/1/14	GO-NYC DOO
Purchase technology for GO-NWK students and staff	7/15/14	8/1/14	GO-NWK DOO
Complete GO-BPT facility repairs, wiring and painting	7/15/14	8/15/14	GO-BPT DOO
Complete painting at GO-NYC	7/15/14	8/15/14	GO-NYC DOO
Install security system at GO-BPT	7/15/14	8/1/14	GO-BPT DOO
Recruit and enroll 100 students at GO-BPT for SY15-16	10/1/14	6/30/15	GO-BPT DOO
Recruit and enroll 200 students at GO-WIL for SY15-16	10/1/14	6/30/15	GO-WIL DOO
Recruit and enroll 100 students at GO-NYC for SY15-16	10/1/14	6/30/15	GO-NYC DOO
Purchase furniture for 100 new GO-BPT students and staff	7/1/15	8/1/15	GO-BPT DOO
Purchase furniture for 100 GO-NYC students and staff	7/1/15	8/1/15	GO-NYC DOO
Purchase furniture for 200 GO-WIL students and staff	7/1/15	8/1/15	GO-WIL DOO
Purchase technology for GO-BPT students and staff	7/15/15	8/1/15	GO-BPT DOO
Purchase technology for GO-NYC students and staff	7/15/15	8/1/15	GO-NYC DOO
Purchase technology for GO-NWK students and staff	7/15/15	8/1/15	GO-NWK DOO
Purchase technology for GO-WIL students and staff	7/15/15	8/1/15	GO-WIL DOO
Recruit and enroll 100 students at GO-BPT for SY16-17	10/1/15	6/30/16	GO-BPT DOO
Recruit and enroll 200 students at GO-WIL for SY16-17	10/1/15	6/30/16	GO-WIL DOO
Recruit and enroll 100 students at GO-NYC for SY16-17	10/1/15	6/30/16	GO-NYC DOO
Purchase furniture for 100 new GO-BPT students and staff	7/1/16	8/1/16	GO-BPT DOO
Purchase furniture for 100 GO-NYC students and staff	7/1/16	8/1/16	GO-NYC DOO
Purchase furniture for 100 GO-WIL students and staff	7/1/16	8/1/16	GO-WIL DOO
Purchase technology for GO-BPT students and staff	7/15/16	8/1/16	GO-BPT DOO
Purchase technology for GO-NYC students and staff	7/15/16	8/1/16	GO-NYC DOO
Purchase technology for GO-NWK students and staff	7/15/16	8/1/16	GO-NWK DOO
Purchase technology for GO-WIL students and staff	7/15/16	8/1/16	GO-WIL DOO
Recruit and enroll 100 students at GO-BPT for SY16-17	10/1/16	6/30/17	GO-BPT DOO
Recruit and enroll 200 students at GO-WIL for SY16-17	10/1/16	6/30/17	GO-WIL DOO
Recruit and enroll 100 students at GO-NYC for SY16-17	10/1/16	6/30/17	GO-NYC DOO

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Furniture: Schools will order furniture from W.B. Mason. The furniture identified in the budget narrative is inexpensive enough to be sustained on a start-up budget, but of high enough quality that it will have a long lifespan and comfortably accommodate students and staff.

Technology: With the implementation of the Common Core, standardized tests will be computer-based in New York and New Jersey, both participating states in PARCC (the Partnership for Assessment and Readiness for College and Careers). PARCC is developing a set of assessments that measure whether students are on track to be successful in college and their careers. The PARCC assessments will be ready for states to administer during the 2014-15 school year. It is critically important that our students, many of whom don't have access to a computer in the home, gain familiarity with computerized activity and online learning. To ensure that students meet Common Core standards, Great Oaks schools will combine intensive tutoring with Common Core-aligned online learning portals – including Achieve 3000 for ELA and ALEKS (Assessment and Learning in Knowledge Spaces) for Math – to provide a new level of differentiated instruction. Both tools assess each student's level, and target instruction to meet them where they are. Chromebooks will allow students to access courses, content, objectives and criteria for every step, assignments, text, pictures, links and tests from any computer at any time. Having a SMART Board in every classroom enables teachers to capture the power of technology to motivate students, administer regular assessments and use data to drive instruction.

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Facilities repairs: Both GO-NYC and GO-BPT require facilities repairs to create a safe environment that is conducive to learning. Operating on a shoestring budget, last year GO-NYC only painted the areas of its One Monroe Street facility in Manhattan that were being used in for the first year of the school. As the school doubles in size, it is necessary to restore previously unused spaces. Painting and wiring the hallways and classrooms of our space at 510 Barnum Avenue in Bridgeport will allow GO-BPT to maintain a modern educational program in a 100-year old factory building. Wiring is necessary for phone and internet connectivity.

Security system at GO-BPT: Having a robust security system is critical to keeping our students safe, particularly given the school's location on the East Side of Bridgeport. GO-BPT is in conversations with Stanley Security to install a security system. Additionally we plan to purchase an ID card system through ScholarChip. Because we are incubating in 18,000 square feet in a 300,000 square foot building, being able to digitally monitor our kids is an effective way to keep them safe. GO-NWK and GO-NYC previously installed security systems. GO-WIL is moving into a facility that already has a security system and will not need to install its own.

Student Recruitment: Student recruitment will run from November through March. Activities will include sending mailers, placing ads, meeting with clergy members, presenting at churches, canvassing the communities where we open schools, and distributing applications and information in public libraries, community centers and organizations that work with students entering middle school. Please see representative student recruitment plan for GO-WIL included as Attachment 7.

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Business Plan for Improving, Sustaining and Ensuring Quality and Performance

At capacity, all Great Oaks Charter Schools will run strictly on the public revenue they receive and not rely on grant funding to balance their books. While the schools will sustain overhead once they scale, Great Oaks requires grant funding to cover start-up expenses. The Great Oaks Foundation has had substantial success raising start-up funds to support its schools See Section IV(f) for a detailed schedule of past and committed support. The Great Oaks Foundation will ensure the quality and performance of our schools by providing the following support services:

FINANCE: To guarantee that our schools are financially viable, the Great Oaks Foundation employs a Director of Finance who has held finance leadership positions at numerous organizations, and is a Certified Public Accountant. The Director of Finance is responsible for: creating and managing school budgets in conjunction with each school's Executive Director; ensuring the careful management and stewardship of all monies; providing regular reports on the financial health of the school for the board; acting as point person for all auditing, banking, and lending relationships; and establishing prudent resource controls and fiscal policies for each school. The Director of Finance will be supported by a Finance Associate who will travel to schools at least weekly to track spending and assist with bookkeeping. The Director of Finance works closely with the Board Treasurer (who is generally a finance professional or CPA) for each school to generate and review monthly reports on cash flow and budget updates that include variances from budget to actual. Great Oaks Foundation's Director of External Affairs is responsible for raising operating capital to sustain start-up costs.

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FACILITIES: The President of the Great Oaks Foundation manages facilities procurement for all schools, and has secured facilities for all four chartered schools. GO-NWK is located in Teachers Village, a development in the heart of Newark that encompasses three schools, a day-care center, street level commercial space and affordable rental housing for educators. GO-NYC is located in a former Catholic school facility in Lower Manhattan. GO-BPT has signed a two-year lease to incubate in a building on Bridgeport's East Side, and is in conversations with the Mayor's office about securing long-term space. GO-WIL was granted the opportunity to locate in Wilmington's Community Education Building, a facility that centralizes services between four charter schools. The President will work closely with developers, local politicians and other stakeholders as facilities needs or opportunities arise.

RECRUITMENT/HUMAN RESOURCES: The Great Oaks Foundation's Director of Talent and Recruitment, who has more than 15 years of experience in talent acquisition, diversity and inclusion and university relations, is responsible for recruitment across the Great Oaks Charter Schools. Unlike most schools that recruit only a handful of teachers each year, Great Oaks schools must also recruit between 20 and 100 tutors, depending on the size of the school⁹. In order to select 20 high-caliber tutors, Great Oaks must recruit and interview ten times that number. The Director of Talent and Recruitment finds top talent for our schools by: planning and executing an annual recruitment plan to attract a high-caliber workforce; overseeing the resume screen and phone interview of prospective tutors; identifying and recruiting applicants for teaching staff; and leading compliance efforts with AmeriCorps program. A Recruitment

⁹ Great Oaks offers a 1:5 tutor to student ratio.

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Associate supports this process by: interviewing hundreds of prospective candidates according to an established rubric; representing Great Oaks at career fairs and on-campus recruitment opportunities; tracking and assisting candidates throughout screening process; and coordinating with AmeriCorps program. The Great Oaks Foundation serves as the liaison between the Great Oaks schools and an external HR/Benefits provider.

STUDENT ACADEMIC ACHIEVEMENT: The Great Oaks Foundation's Superintendent provides leadership and guidance on what it means to be a Great Oaks school. She is responsible for: supporting and coaching Executive Directors; conducting performance evaluations of Executive Directors on behalf of the Board of Trustees; and frequently assessing student progress, school culture, and staff and parent satisfaction and recommending or taking actions to improve teaching and learning. She is ultimately accountable for ensuring that every Great Oaks school offers an exceptional program for our students.

Multi-Year Model and Evidence of Support

On the following page is a multi-year financial model for the Great Oaks Foundation, which shows the anticipated costs for expanding two existing schools and launching two new schools:

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	FY15	FY16	FY17	FY18	FY19
Revenue	Annual Budget				
Unrestricted Contributions & Grants	1,770,000	1,185,000	900,000	700,000	400,000
Individual Donors	200,000	100,000	100,000	100,000	100,000
Federal Grants					
Replication and Expansion Grant	175,000	275,000	200,000		
Management Fees	380,000	883,750	1,186,250	1,431,250	1,856,250
Total Revenue	2,525,000	2,443,750	2,386,250	2,231,250	2,356,250
Expenses					
Personnel					
Salaries					
Payroll Taxes and Employee Benefits (35% of Salaries)					
Total Personnel Costs					
Teacher Residency / Tutor Corps					
NYU Tuition for Residents	216,000	226,800	238,140	250,047	262,549
Professional Development	50,000	52,500	55,125	57,881	60,775
Materials and Miscellaneous	52,500	55,125	57,881	60,775	63,814
Technology	50,000	52,500	55,125	57,881	60,775
Tutor/TR Recruitment	60,000	65,000	70,000	75,000	80,000
Total Tutors & Teacher Residency	428,500	451,925	476,271	501,585	527,914
School Expenses					
Licensing fees	30,000	30,000	30,000	30,000	30,000
Newark School Support Fund	15,000	15,000	15,000	15,000	15,000
Total School Expenses	45,000	45,000	45,000	45,000	45,000
Foundation General Operations					
Audit	15,000	15,750	16,065	16,386	16,714
Accountant	10,000				
Office supplies and materials	25,000	26,250	26,775	27,311	27,857
Marketing and Promotions	50,000	52,500	53,550	54,621	55,713
Fundraising	20,000	21,000	21,420	21,848	22,285
Professional Development	35,000	36,750	37,485	38,235	38,999
Travel	15,000	15,750	16,065	16,386	16,714
Rent	55,000	57,750	58,905	60,083	61,285
Total Foundation General Operations	225,000	225,750	230,265	234,870	239,568
New School Development (GO-WIL and GO-BPT)					
Staff Travel	50,000	50,000	35,000	35,000	35,000
Supplies and Materials	10,000	10,000	10,000	10,000	10,000
Marketing (student and staff recruitment)	150,000	150,000	100,000	50,000	25,000
Total New School Development	210,000	210,000	145,000	95,000	70,000
Total Expenses	2,011,225	2,034,763	2,037,212	2,050,181	2,090,249
Total Surplus	513,775	408,987	349,038	181,069	266,001

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The Great Oaks Foundation has a successful track record of raising funds for new schools, and has already raised a considerably sum to support the launch of GO-BPT and GO-WIL. Committed funders for FY15 include: Longwood Foundation (\$500,000), Peter and Carmen Lucia Buck Foundation (\$200,000), Public Square Partnership (\$200,000), Louis Calder Foundation (\$100,000), Welfare Foundation (\$75,000) and Rodell Foundation (\$60,000). We have also received \$200,000 from individual donors.

For information about historical funding sources, please see Section IV(f).

In addition to philanthropic support, the Great Oaks Foundation has earned significant support from local stakeholders, demonstrated in the attached letters of support (Attachment 2).

Plan for Closing Schools that Do Not Meet High Standards of Quality

To prepare for a possible closure or dissolution of any of the Great Oaks Charter Schools, all schools set aside adequate contingency funds to ensure that all employees are paid according to their contractual agreements with the school; to pay any staff who would be required for close-out activities; and, to pay any vendors such as auditors, movers, liquidators, etc. that would be needed. All cash and cash equivalents will be distributed first to satisfy outstanding payroll obligations for employees of the school, then to the remaining creditors of the school.

To ensure that the necessary funds are accumulated as soon as possible, all schools build a cash reserve into their budgets, annually increasing that reserve until it is sufficient to cover all outstanding obligations. The board and administration will review fund balances and financial projections on a monthly basis to ensure the fiscal health of

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all schools and the maintenance of the reserve fund. In the event that any Great Oaks school is closed for nonfinancial reasons and, following the authorizer's charter school closure protocol, the Great Oaks Foundation would work closely with the authorizer concerning any steps necessary (parent notification, transfer of records, disposition of school assets, etc.) to ensure a smooth and orderly closure and transition.

Key Project Personnel

Michael Thomas Duffy, President of the Great Oaks Foundation, will serve as the project director. As President, he has spearheaded an initiative to launch a new network of charter schools – the Great Oaks Charter Schools – the first of which opened last year in Newark, NJ, and the second of which opened New York's Chinatown this Fall. Prior to this, Michael worked for several years at Victory Education Partners, an education consulting firm. He did that after having served as Director of the Charter School Office for the New York City Department of Education, working under the leadership of Chancellor Joel Klein for three years.

Prior to this position, Michael was the Executive Director of City on a Hill Charter Public School, a small college-prep high school in Boston. As Executive Director, Michael led the turnaround of what had been a charter school facing closure. Before that, Michael was a founding board member of the MATCH Charter High school in Boston, which has been consistently named as one of the top public high schools in the country by US News & World Report and Newsweek magazines, among others.

Michael's efforts in education grew out of his work in the civil rights movement. In 1991 Michael was appointed by the Governor William Weld as Chairman and Commissioner of the state civil rights commission. During that time Michael testified

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before Congress several times and appeared at a White House conference on matters relating to the enforcement of civil rights laws. Michael later served in the Governor's cabinet, where he oversaw the nine business regulatory agencies of Massachusetts, including the Division of Banks & Insurance, the Department of Public Utilities and the Board of Registration in Medicine. He later served as the Executive Director of the AIDS Action Committee of Massachusetts.

Michael has been active in his community in several volunteer positions. From 1997 until 2002 Michael served on the national board of Trustees of the Human Rights Campaign, for several years as the co-chair. In 2003, Michael was appointed to the board of the Massachusetts Education Finance Agency. He currently serves on the Vestry of St. Bartholomew's Episcopal Church in Manhattan where he chairs the Development Committee.

He has a Master in Public Policy degree from the JFK School of Government at Harvard University where he wrote his thesis on business support for child day care. Michael is currently an adjunct professor at NYU's Wagner Graduate School of Public Service where he teaches courses on Strategic Management and Service Delivery. He graduated Phi Beta Kappa from Trinity College in Connecticut with a degree in Economics. As an undergraduate, Michael interned in both the Connecticut Legislature and the British Parliament.

Key Great Oaks Foundation Staff

In addition to Michael, key Great Oaks Foundation staff include:

Christina Grant is the Superintendent of the Great Oaks Foundation. In this role, Christina supports and coaches Executive Directors and manages professional

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development and performance evaluations. She assesses student progress, school culture, and staff and parent satisfaction to ensure that every Great Oaks school offers an exceptional program for our students. Christina got her start in education as a Corps Member for Teach For America in New York City's public schools and later taught at a KIPP school. Christina is the past Executive Director of the New York Campaign for Achievement Now (NYCAN) and has also worked at Uncommon Schools and the NYC Department of Education.

Rick Iandoli is the Director of Finance of the Great Oaks Foundation where he is responsible for: creating and managing school budgets in conjunction with each school's Executive Director; ensuring the careful management and stewardship of all monies; providing regular reports on the financial health of the school for the board; acting as point person for all auditing, banking, and lending relationships; and establishing prudent resource controls and fiscal policies for each school. Rick has held finance leadership positions at numerous organizations including EdisonLearning where he served as Controller-District Partnerships. Just prior to joining Great Oaks, Rick was Theology Chair of St. Dominic H.S. Iandoli is a Certified Public Accountant.

Tiziana Sullivan is the Director of Recruitment and Talent of the Great Oaks Foundation where she finds top talent for our schools by: planning and executing an annual recruitment plan to attract a high-caliber workforce; overseeing the resume screen and phone interview of prospective tutors and identifying and recruiting applicants for teaching staff. She has over 15 years of experience in talent acquisition, diversity and inclusion and university relations. Tiziana has launched initiatives focused

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on the development and retention of global talent, and has also managed initiatives among employee resource groups.

Jean Lombardi is the Director of External Affairs of the Great Oaks Foundation.. Jean oversees development efforts to ensure that every new school secures significant philanthropic start-up support and that the Great Oaks Foundation is able to fund its operating budget deficit. Jean creates all marketing materials for students, staff and tutor recruitment and manages board development. She is responsible for new school planning and generating charter school applications. Jean began her career as a grant writer. Her previous charter school experience includes positions at the Success Academy Charter Schools and Victory Education Partners.

Ayanna Taylor, Master Teacher at New York University - Steinhardt, runs the Great Oaks Teacher Residency and serves as the Administrative Liaison for NYU. Ms. Taylor began her career as a Teach For America Corps Member in 1994, and went on to teach English at North Star Academy, where her students achieved remarkable results. Since then, Ms. Taylor has served as a department chair, instructional strategies specialist, mentor and instructional coach.

Key School Staff

Jared Taillefer is the Founding Executive Director of GO-NWK, where his leadership has significantly increased student academic achievement and attainment for the school's low-income students. GO-NWK made substantial gains on the NJASK from 2011-2012 to 2012-2013. Of 65 district and charter schools, GO-NWK tied for the 9th highest average SGP in Math and Language Arts and ranked 4th among Newark's charter schools. Of the 87 charter schools in the state of New Jersey, Great Oaks'

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growth percentage on Math ranked second. Prior to leading GO-NWK, Jared served as the Dean of Students at the Match Charter School of Boston. He also served as a member of the Match Tutor Corps.

Kristin Levine is the Founding Executive Director of GO-NYC. Under her leadership, in its first year GO-NYC has already raised student achievement, demonstrated by recent Achievement Network (ANet) outcomes; on the 4th interim assessment, GO-NYC tied for 2nd in the Network in ELA (8% above average) and 1st in the Network in Math (21% above average). Furthermore, students with IEPs outperformed the Network in every Math standard and all but 2 ELA standards. Across the year, GO-NYC students grew 14.2% in Math and 19.1% in ELA. Prior to leading GO-NYC, Kristin served as the Dean of Students in Chicago's Nobel Network. She was a member of the Teach For America in New York City.

Monica Maccera Fillpu is the Founding Executive Director of GO-BPT. With seven years of experience as Teach for America - Connecticut's Managing Director of Academic Affairs, Monica comes to us with a wealth of education experience and deep connections in the community. Prior to her tenure at TFA, Monica worked as an English Language Acquisition coach, a Bilingual Programs Coordinator and a Spanish Literacy Coordinator – roles that have prepared her to lead a school with a focus on serving ELLs.

Kia Childs will be the Founding Executive Director of GO-WIL. Kia began her career as a Teach for America teacher in New Orleans, Louisiana. She has worked at several high performing charter networks including KIPP and Mastery Charter Schools. Kia is currently the Dean of Students of GO-NYC. Kia has deep roots in Wilmington,

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which will allow her to connect with community- and faith-based organizations in Wilmington that she is connected to such as the Forum to Advance Minorities in Engineering (F.A.M.E), the Christina Cultural Arts Center, Kuumba Academy, the Girls and Boys Club in Claymont, DE, the Wilmington Urban League and the Resurrection Center.

Shana Hurley is the Director of Operations for GO-BPT where she is responsible for managing the school's non-academic activities. In her last role, Shana served as the Operations and Project Manager for Excel Bridgeport, where she designed and implemented Excel Bridgeport's first youth program, executed the organization's communications strategy, managed special projects and related staff development and facilitated maturation of internal operations by revising existing tools and devising new ones. Shana's operations expertise, combined with her experience as a Teach for America teacher in a 6th Grade Two-Way Immersion Bilingual class makes her an ideal fit for her role as GO-BPT's Director of Operations.

Patrick Ryan is the Launch Director for GO-WIL. In this role he is responsible for ensuring a successful school launch. He will be particularly focused on student recruitment given that GO-WIL will open with 200 6th graders in a community that is not familiar with charter schools. Patrick served as a Corps staff member at GO-NWK and as a Tutor Corps member at Match, and has a deep familiarity with the Great Oaks model. Patrick earned his MBA in Non Profit Management from Chicago's Roosevelt University.

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Key Great Oaks Board Members

The Great Oaks Foundation's ability to operate the Teacher Residency, and connect with the communities in which we launch schools, is facilitated by several key educators on our Boards of Trustees, including:

Mary M. Brabeck, Ph.D serves on the Board of Trustees of the Great Oaks Foundation, and is Professor of Applied Psychology. Until recently, Mary was the Gale and Ira Drukier Dean of the NYU-Steinhardt School of Culture, Education and Human Development.

Joe McDonald serves on the Board of Trustees of GO-NYC. He is a Professor of Teaching and Learning at the NYU-Steinhardt School of Culture, Education and Human Development. He is the Chair of NYU's Teacher Education Working Group and the former Director of Research at the Annenberg Institute for School Reform.

Pam Abder serves on the Board of Trustees of GO-BPT. In 1989 Pam joined the faculty at New York University where she is currently the Director of Science Education. Pamela is recognized both nationally and internationally for her expertise on the impact of gender and cultural issues on the teaching and learning of science.

Karma Warren, MD serves on the Board of Trustees of GO-NWK. Karma is an Emergency Physician for the University Hospital in Newark, NJ and is a Clinical Assistant Professor at Rutgers New Jersey Medical School.

(e) Quality of the evaluation plan

Frequent self-examination is a critical component of a reflective organization dedicated to continuous improvement. From the Great Oaks Foundation leadership to the school Board of Trustees, to the Executive Directors, to teachers, tutors and

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students, a “growth mindset” – the belief that we can always do better – is at the core of all our schools. Consistent with that mindset, the schools will undergo rigorous self-evaluation every year to highlight areas for improvement.

At the end of each school year, the Executive Director, Great Oaks Foundation staff and Board will engage in a strategic review process to identify areas in which the school is not living up to its vision and to make programmatic, operational or budgetary adjustments that will enable the school to better achieve its mission of preparing our students for college success. Several key sources of data will be collected and analyzed during the strategic review process including:

1. Achievement data, including State test and interim assessment results, will give us a picture of whether our students are on track for college success, and whether interim assessments are accurately predicting success on the State exams.
2. Attendance and student retention rates will provide insight into whether students and families are engaged in school and whether the school’s leadership is effective at getting buy-in from all students, even the hard to serve.
3. Student demographic data will show whether the school is meeting its obligations to be truly open to all students and serving a reflective sample of the community in which we operate.
4. Results on the ELA exam and LAS Links will demonstrate how many students are “graduating” from ELL status.
5. Student and family surveys, administered twice per year (in January and June) will indicate whether students and families perceive value from the school

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program. Surveys will be distributed via the regular Friday parent communication packet and parents will be asked to complete the surveys together with their students and return them the following Monday. Specifically, we will seek to answer the following questions:

- a. Are families satisfied with the quality of the education their student is receiving?
 - b. Are families satisfied with their teachers? Their tutors?
 - c. Are families satisfied with the amount and quality of communication they have with the school
 - d. Do students feel safe at school? Do they feel like school is a place where all community members respect each other?
6. Staff surveys, administered three times per year (at the end of each Trimester), will indicate whether staff have the resources, support, morale and leadership they need to be successful.
7. Fiscal indicators, such as whether any line items are over-extended or whether any bills are not paid on time, will provide evidence of the operational team's capacity to manage cash flow throughout the year and the Board's success at anticipating budgetary priorities.

The data from the above sources will be compiled by the Executive Directors for the Board of Trustees and presented at the Board's annual retreat in the summer. Based on trends that emerge from the strategic review, the Board will make decisions about leadership changes, fiscal needs or new programmatic priorities.

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For example, if achievement data indicates that math assessment results are lagging our targets and the math instructional team indicates that it is struggling to keep up with the volume of lesson planning required, the Executive Director and/or the Great Oaks Foundation may recommend a series of changes that might include a shift in teacher scheduling, hiring a part-time coach or making teacher personnel changes. The Board would then have the opportunity to comment, provide feedback and ultimately adopt the changes.

The Great Oaks Foundation is also in discussion with the Steinhardt School of Education at NYU to undertake a thorough review of the efficacy of our program. Professor Joe McDonald, a member of the board of GO-NYC, is a part of the annual evaluation Great Oaks undertakes each year; we have worked with Professor McDonald as well as Prof. Susan Neuman, the Chair of the Department of Teaching and Learning at NYU-Steinhardt to identify funding to allow an outside evaluator to examine Great Oaks' approach and outcomes.

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IV. Application Requirements

(a) Project objectives

The objectives of the project are to successfully expand two existing schools and to launch two new schools, creating a total of 1,200 new high-quality seats across the three-year grant period. Please review Section III(d) for detail about the methods by which the Great Oaks Foundation will determine its progress toward achieving those objectives.

(b) Central office operations

All expanding and new Great Oaks Charter Schools will enter into a management agreement with the Great Oaks Foundation, signed by the Board of Trustees and the President of the Great Oaks Foundation. GO-BPT's recently executed Management Agreement, which is based management agreements from other high-quality operators such as Democracy Prep Public Schools and has been reviewed by lawyers for the Great Oaks Foundation and GO-BPT, is included as Attachment 8. The role of the Great Oaks Foundation is to assume responsibility for the Great Oaks Charter Schools educational outcomes, and the management and operation of the schools, all under the supervision of the Boards. The Great Oaks Foundation devotes the necessary resources, and personnel, to meet the educational goals outlined in the charters. Specifically, the Great Oaks Foundation supports schools in the areas of start-up, talent recruitment including tutors, human resources, operations, finance, development, curriculum and professional development. The activities of the Great Oaks Foundation enables school leaders to focus on what will drive academic success: student learning and school culture.

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School Boards of Trustees will be responsible for overseeing and monitoring the Management Agreement with the Great Oaks Foundation and interim metrics of success as well as hiring (and if necessary, firing) the Executive Directors, with the Great Oaks Foundation's advice and counsel. Both the Board of Trustees and the Great Oaks Foundation reserve the right to terminate the Management Agreement. The agreement may be terminated for any reason by the Board of Trustees with 60 days notice and by the Foundation with 180 days notice.

Below is a chart outlining the services the Great Oaks Foundation will provide to schools and the criteria for evaluation:

Service	Criteria for Evaluation
Recruitment	<ul style="list-style-type: none"> • Is each school satisfied with the number and quality of candidates that are presented for every available teaching or school staff position? • Are candidates being presented on a sufficiently timely basis in an effective process and with appropriate systems support?
Human Resources	<ul style="list-style-type: none"> • Are schools being provided with effective and acceptable benefits programs to meet the needs of their staffs? • Are staff issues relating to benefits and certification addressed on a timely basis?
Operations	<ul style="list-style-type: none"> • Does the Great Oaks Foundation provide effective training and support to new Office Managers and Directors of Operations of each school? • Is each school in compliance with applicable city, state and federal laws and reporting requirements? • Did each school leader receive high quality operational support during start-up and expansion?
Finance	<ul style="list-style-type: none"> • Is payroll administered in an effective and timely manner? Are payroll issues and questions of school staff addressed in a clear and timely manner? • Do Executive Directors receive clear, effective tools, advice and reports to support the preparation of annual budgets and track financial performance against approved budgets? • Do Executive Directors and Boards of Trustees receive clear, effective, appropriate financial reports and tools to support long term financial planning?
Development	<ul style="list-style-type: none"> • Does the network secure sufficient private funds to support the educational program of the school?
Curriculum Support and PD	<ul style="list-style-type: none"> • Does the Foundation provide high quality management support, coaching, technical assistance and professional development to principals, Deans, teachers and other instructional staff? • Do teachers, principals and instructional staff, have access to high quality curriculum units and rigorous assessments that are aligned to state standards?

Great Oaks Foundation Project Narrative

(c) Ensuring commensurate share of funds

According to the Federal Notice, the maximum limit of grant funds that may be awarded per new school seat is \$3,000, including a maximum limit per new school created of \$800,000. The maximum limit per new school seat in a charter school that is substantially expanding its enrollment is \$1,500, including a maximum limit per substantially expanded school of \$800,000.

The Great Oaks Foundation will allocate funds to schools based on the formula described in the Federal Notice. In line with the maximum limit per new and substantially expanding schools, over the three year grant period the Great Oaks Foundation will allocate \$450,000 to GO-NWK and \$450,000 GO-NYC (both existing schools expanding by 300 seats). GO-NWK currently serves 300 students in Grades 6-9 and GO-NYC currently serves 80 students in Grade 6. Both schools will add one grade level each year of the grant period, thereby meeting the federal definition of “substantially expanding”¹⁰. Both GO-BPT and GO-WIL, new schools, will create 300 new seats over the course of the grant period, so the Great Oaks Foundation will allocate \$800,000 to each school.

(d) Educational Program

As described in detail in Section III(c), the key components of the educational program are focused on preparing our students to succeed in college and include:

¹⁰ The federal definition of *Substantially expand* means to increase the student count of an existing charter school by more than 50 percent or to add at least two grades to an existing charter school over the course of the grant. (76 FR 40902). GO-NWK will add three grade levels during the grant period. GO-NYC will add three grade levels and quadruple its enrollment during the grant period.

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Unrelenting Focus on College Readiness, Individualized Instruction, Data-Driven Instruction, More Time on Task, Character Development and Relationships.

The curriculum varies slightly from school to school, given variances in State law and requirements. When launching new schools, the Great Oaks Foundation draws on the design approach of other high-performing charter schools, and examining what has been most successful at GO-NWK and GO-NYC. While we have identified proven curricular approaches, the goal is to empower and draw on the strengths of the school leaders, rather than simply adopt off-the-shelf programs. Therefore, all Great Oaks schools provide significant time for planning and professional development, ensuring that the school leaders together with teachers have the opportunity to adapt the curriculum to meet the unique needs of their students, and to ensure that it is rigorous enough to support Great Oaks' mission to prepare students for college success. The criteria used by all schools to select the curriculum include:

- Aligned to the Common Core State Standards for English language arts and mathematics and the State Frameworks for all other areas of study;
- Researched-based or field-tested;
- Easily adaptable for ELLs;
- Sufficiently flexible to serve learners of varying abilities;
- Include assessment tools; and
- Engaging and relevant to students.

Please review Section III(B) for additional information on how this model will support educationally disadvantaged students.

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(e) Relationship with Authorizer

The four chartered Great Oaks Charter Schools all have distinct authorizers; GO-NWK is authorized by the New Jersey Department of Education, GO-NYC is authorized by the New York State Education Department - Board of Regents, GO-BPT is authorized by the Connecticut State Department of Education and GO-WIL is authorized by the Delaware Department of Education.

Should the authorizers determine that their state's Great Oaks Charter School has met its objectives, they will vote to reauthorize the charter, providing continued per pupil following for the subsequent five years. The authorizers' administrative responsibilities include:

- Determining that the school will open based on its application
- Enacting a contract (the charter) that establishes requirements for governance, performance goals, fiscal and reporting, and exemptions from traditional school mandates
- Monitoring the schools' performance and determining if, and when, to offer assistance
- Determining whether the school is reauthorized after its charter period is over

Both Michael Thomas Duffy, President of the Great Oaks Foundation, and Christina Grant, Superintendent of the Great Oaks Foundation, worked for three years overseeing the authorizing process for the New York City Department of Education. Both understand at a fundamental level the importance of the authorizing process. During their tenure, they reviewed hundreds of charter applications and attended the annual

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conference convened by the National Association of Charter School Authorizers (NACSA).

(f) Continued operation of schools

At capacity, all Great Oaks Charter Schools will run strictly on the public revenue they receive and not rely on philanthropic dollars to balance their books. Class size is the key variable that allows our schools to implement a uniquely successful staffing model without the need for significant grant funding. By increasing the general education class size to 33, we generate additional revenue, which allows our schools to support a high-dosage tutoring program with a 1:5 tutor to student ratio. To ensure that we make the most of our per pupil dollars, Great Oaks supports higher than average salaries for experienced teachers who have several years teaching in the classroom.

Experienced teachers provide the highest caliber classroom instruction and have the skills and experience to leverage tutors in the classroom. Current research suggests that small class sizes do not have a positive effect on student achievement.¹¹ According to a summary of research conducted by the Brookings Institution, “Effects on student achievement related to differences in teacher quality are very large. The same data...demonstrates long-term effects for class-size reduction produces estimates of much larger effects for variation in teacher quality within schools. Thus, for example, while differences between large and small classes in early elementary school had no long-term effects on the earning power of adults, differences in classroom quality did.”

¹¹ “Class Size: What Research Says and What it Means for State Policy”, 2011:
http://www.brookings.edu/~media/research/files/papers/2011/5/11%20class%20size%20whitehurst%20chingos/05_11_class_size_whitehurst_chingos.pdf

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Great Oaks currently receives federal AmeriCorps funding for GO-NWK and is actively seeking to expand that to our other school sites; however, the viability our schools' operation and budget doesn't depend upon receiving it.

The Great Oaks Foundation has a track record of successful fundraising for the launch and start-up of schools, outlined below:

Funding Source	2012-2013	2013-2014	2014-2015
Louis Calder Foundation		\$100,000	\$100,000
Peter and Carmen Lucia Buck Foundation	\$100,000	\$150,000	\$200,000
GEM Foundation	\$100,000		
Foundation for Newark's Future	\$150,000		
Newark Charter School Fund		\$250,000	
Rodel Foundation			\$60,000
Longwood Foundation			\$500,000
Public Square Partnership		\$100,000	\$200,000
Welfare Foundation			\$75,000
Individual Donors			\$200,000
Total	\$350,000	\$600,000	\$1,235,000

(g) Parent and community involvement

The Great Oaks Charter Schools are committed to engaging community members and parents about the ongoing development of the schools. While launching new schools, the Great Oaks Foundation intensely engages with the communities where we launch schools. In all communities we meet with elected officials, members of the clergy, community leaders and parents. Great Oaks Foundation staff present in churches, attend community events and actively seek out feedback about our schools.

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The positive outcome of this approach is best illustrated by an account of a recent public hearing for GO-BPT during the authorizing process. The hearing took place on a rainy March night in a large comprehensive public high school in Bridgeport. Hundreds of people turned out for the hearing, many of whom were defenders of the status quo – most notably members of the teachers union. An equal, if not larger number of parents, members of the faith-based community, leaders of community-based organizations and even students who had been failed by the Bridgeport Public Schools system turned out in support of GO-BPT. This incredible outpouring of support for Great Oaks was the product of 1.5 years of community engagement.

Great Oaks is committed to investing the communities in which we launch schools. The shape this takes depends upon the needs of the community. In Newark, community development means serving as a founding partner in Teachers Village, designed to foster economic growth by bringing an influx of middle class residents to the center of the city, while at the same time increasing educational opportunities for the children of Newark. In New York City's Community School District 2, community development means addressing the community's acute overcrowding by creating hundreds of new seats for families that are clamoring for them. For our new schools, this will take a different shape.

All Great Oaks Charter Schools are committed to engaging parents about their child and ensuring that they have a say in the ongoing development of the school. Tutors call home every week. We consider this to be so critical that we will hold tutors accountable using a call log system. Accepted Student Night, multiple student orientations and Open Houses ensure that parents are always aware of what's

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happening in the school. Parent University and the creation of a parent committee will guarantee that parents have a systematized way of providing feedback and influencing the ongoing development of the school.

Great Oaks combines high expectations for students with supportive relationships. Parents understand that they are a key player on the team working toward their child's success. We ensure parents know we care by creating opportunities for parents to contribute substantially to the direction of the school. The school will ensure that parents are aware of all board meetings and parents will be encouraged to attend, make suggestions and ask questions of board members and school leadership.

In order to encourage a two-way flow of information between the school and its families, a parent committee will be formed early in the first year, via a sign-up process advertised at parent orientation. Composed of volunteer parents, the committee will be responsible for creating dialogue among school staff, trustees and families so that parent concerns are resolved before they become more serious problems.

Parents are highly engaged in the academic progress of their students. Weekly status reports, phone calls home, access to PowerSchool (and training in its use), parent-teacher conferences two times per trimester and community events like parent potlucks and welcome-back cookouts will develop the home-school relationship, engage parents as partners and better position our students for college success.

We ensure that parents are kept informed of their student's academic and behavioral progress. On a weekly basis, parents will receive a student's Check for the week (further described in the following section) that will indicate attendance, academic performance and any demerits received during the week. In addition, via tutors and

Great Oaks Foundation Project Narrative

teachers making regular phone calls, parents will receive a proactive phone call from a team member at the school at least twice a month. Finally, access to PowerSchool will allow parents to monitor students' grades, homework completion and other data in real-time.

Great Oaks has adopted a "no surprises" approach to parent engagement in order to make the inevitably difficult discussions about retention less of a shock and more productive for the student. For students who are having academic or behavioral problems at school, teachers will call home to inform parents and engage them in problem solving. Additionally, parents will receive a quarterly report card with specific data about their student's progress and recommendations for how they can help their student. Parent-teacher conferences will be held after each report card is issued.

(h) Waivers

Not Applicable. The Great Oaks Foundation does not request waivers.

(i) Use of Grant Funds

Please review Section III(d) for detail on how Great Oaks will spend grant funds. Great Oaks will coordinate activities and resources supported by CSP grant funds with activities and resources supported by other Federal programs administered by the Secretary. Other funds available include Title I and Title IIA. Title I funding will be used to provide direct instruction to at-risk students. Title IIA funding will be used for professional development.

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(j) Informing students about the school

Recruiting and retaining at-risk populations – specifically, students with a history of behavioral and social difficulties, students identified as requiring special education and students who are ELLs – will require extra attention and effort to engage those families who may not be as willing or able to seeking out new school options or who may be uncertain of their eligibility for a charter school.

Student recruitment will begin in November every year. Great Oaks will send out mailings, place radio ads, meet with clergy members about visiting churches, canvass the community and distribute applications and information in public libraries, community centers and agencies that work with students entering middle school. All materials will be printed in English, Spanish and other languages that are spoken in the communities in which we open schools. We will hire bilingual staff to speak with families about our school or contract with a translator as needed.

Our objectives include not only recruiting a diverse student body, but also retaining those students through graduation in an effort to prepare them for college. As with any public school, whether city-run or charter, we expect students to exit and enter our school as their families move or as they choose to enroll in other schools that better meet their needs.

In order to be successful at retaining students, particularly students who enter the school at risk of academic failure – specifically, students with a history of behavioral and social difficulties, students identified as requiring special education and students who are ELLs – Great Oaks school must build trust with students and their families. One building block of that trust will be robust communication home about how each student

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is faring in school. Parents will receive regular phone calls from teachers and tutors. Great Oaks schools send home weekly progress reports and at the end of each trimester any student who is in danger of failing a course will be required to participate in a parent-teacher conference. By taking the initiative to engage families in their child's academic progress, we will avoid the end of the year surprises that create student attrition at many other charter schools.

If we are successful at increasing academic achievement in the middle school grades, students who receive scholarships to private high schools may choose to leave. However, we believe that the level of individualized attention provided at Great Oaks coupled with the school's intensive focus on building relationships with students and their families are likely to create the kind of bonds that encourage families to stay at the school, particularly as the school proves itself over time.

Both GO-NYC and GO-BPT are focused on serving ELLs. The rationale for focusing on ELLs is that ELLs in both communities are vastly underperforming their native English-speaking counterparts. Therefore, both schools employ additional strategies for recruiting ELLs. One concrete way that GO-NYC and GO-BPT ensure that they are serving ELLs is to set aside 25% of every incoming lottery cohort for students who are ELLs. A weighted lottery to encourage attendance of ELLs is permitted by New York and Connecticut State law.

The primary challenges in recruiting ELLs will be language and communication challenges and different cultural expectations. To overcome these challenges, GO-NYC and GO-BPT will:

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- Take the time to learn about the cultures and needs of the ELL families in the community
- Connect with community groups that serve specific immigrant communities
- Advertise in families' native languages, including creating school recruitment/lottery materials in English, Spanish and other predominant languages spoken in Bridgeport
- Understand that written materials are not always enough; we will place phone calls to ELL families
- Hire bilingual staff members who can help answer families' questions and fill out paperwork
- Utilize ELL families who are already part of the school community to be spokespeople for Great Oaks.
- Find community interpretation services for lower-incident languages.
- Host open houses and provide translated materials and presenters who can translate for families.

These strategies have been very effective; in 2013, 265 families applied for 99 seats at GO-NYC, and 50% of those families were from homes where a language other than English is spoken.

Lottery: Great Oaks schools are open to all students as space permits. In the first year of operation, Great Oaks schools will enroll students who are entering the 6th

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grade¹². Each subsequent year, the school will enroll a new class of 6th graders, ultimately serving students in grades 6-12.

If the number of applications exceeds the number of available seats, Great Oaks holds a random lottery. The lottery is overseen by an objective third party, conducted in public and will follow the guidance for lotteries issued by the federal government under the Charter Schools Program. Specifically, each complete district-resident application received during the application period will be given an applicant number. Schools will then use a computer program to draw the applicant numbers in a random order and will enroll each applicant drawn until all vacant seats are filled.

Lottery preferences vary slightly across schools in accordance with State law and whether the school is focused on serving ELLs¹³. Detailed lottery preferences for each school is outlined below:

Great Oaks – Newark: For each new cohort, preference for enrolling new students each year will be as follows:

1. Siblings of enrolled students: Great Oaks will give preference in enrollment for siblings of current students. We will define siblings as children with at least one shared parent or guardian. The enrollment preference will be implemented by placing all sibling applicants in a separate pool and drawing as many sibling

¹² Please note that in GO-NWK's first year, the school enrolled 6th and 7th graders. Great Oaks students – particularly the 7th graders – did not perform as well as expected on the State exams in 2011. These results drove conversations at the school and network about changing the model to guarantee that students are equipped to meet our high expectations. One takeaway was to start smaller; most of our 7th graders came to us from failing middle schools and required intense remediation. While the 6th graders needed remediation as well, by the time they took the 7th grade tests a year later they had the benefit of 1.5 years of Great Oaks' rigorous academic program. Additionally, opening with two grades made it more difficult to build a cohesive school culture, further affecting student performance in Year 1. This experience led us to open future schools with 6th grade only and grow one grade level at a time.

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applicants as there are available seats. Afterwards, the remaining seats will be available for non-sibling applicants. Families submitting applications for more than one child will also receive preference in the lottery. If an applicant drawn in the lottery has a sibling who is also an applicant in that lottery, that sibling will receive the place on the list directly below that of the applicant whose name was drawn. If a sibling applicant is not in the same grade, that applicant will receive priority in the grade he/she applied for.

2. Students who reside in Newark: Great Oaks will create a separate pool of all Newark resident applications. If there are fewer seats than resident applicants, we will conduct a random lottery among the resident applicants for the remaining seats. The non-resident applicants not selected in the lottery will be placed on a waiting list in the order their applicant numbers were drawn. The resident waiting list will have an effective duration of one school year. Parents of resident waitlisted students will be notified of their status by mail after the lottery.
3. All applicants who reside outside of Newark: Great Oaks will create a separate pool of non-Newark resident applications. If there are fewer district resident applications than available seats, we will enroll all district-resident applicants. If there are fewer remaining seats than non-resident applicants, we will then conduct a random lottery among the non-resident applicants for the remaining seats. The non-resident applicants not selected in the lottery will be placed on a waiting list in the order their applicant numbers were drawn. The non-resident waiting list will have an effective duration of one school year. Parents of non-resident waitlisted students will be notified of their status by mail after the lottery.

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Great Oaks – New York City: For each new cohort, preference for enrolling new students each year will be as follows:

1. Siblings of enrolled students
2. ELLs who reside in Community School District 2: All families that indicate on their application that their Home Language is other than English or that the applicant previously received ELL services at his/her previous school will be given the ELL preference. 25% of seats to be filled through the lottery will be filled by randomly selecting from only those students who are eligible for the ELL preference and who reside in Community School District 2. Unselected applicants will be placed in the general lottery and will have an equal chance of selection for the remaining seats. For example, if 40 ELLs apply to Great Oaks, 25 will randomly be selected to fill the set-aside seats. The remaining 15 applications will be placed in the general lottery pool and all applications will be drawn in random order to fill remaining seats and then to create the order of the waitlist, as necessary.
3. Students who reside in Community School District 2
4. All applicants who reside outside of Community School District 2

Great Oaks – Bridgeport: For each new cohort, preference for enrolling new students each year will be as follows:

1. Siblings of enrolled students
2. ELLs who reside in Bridgeport
3. Students who reside in Bridgeport
4. All applicants who reside outside of Bridgeport

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Great Oaks – Wilmington: For each new cohort, preference for enrolling new students each year will be as follows:

1. Siblings of enrolled students
2. Remainder of applicants

All applicant families will be aware at the time of application that the waiting list will only be in place for the upcoming school year and that they will have to resubmit an application in the next year's enrollment period if they wish to be considered for the following school year. If spaces become available midyear, we will call the first name on the in-district waiting list up to 3 times at each contact number given on the application to inquire if the family still wishes to enroll at Great Oaks. If the family is not interested or we are unable to contact them after a good-faith effort, we will move onto the next name on the waiting list and proceed in the same fashion until we are able to fill the vacant seat.

(k) Complying with IDEA

All Great Oaks schools will remain true to the mission to prepare its students to succeed in college. In line with our educational philosophy, this means preparing every student for success – including those who require a range of special education supports and related services – through high academic and behavioral expectations, a strong focus on building relationships and a highly individualized academic program. With our commitment to relationship building and our low adult to student ratio, we will be uniquely suited to meeting the needs of students with disabilities.

All students, regardless of handicap, will fully participate in Great Oaks, in accordance with Section 504 of the Rehabilitation Act of 1973. If a student arrives with a

Great Oaks Foundation Project Narrative

504 plan already created, we will provide the necessary accommodations. If the creation of a 504 plan becomes necessary for the student to have full and equal access, the school will seek guidance from the appropriate authority, which varies from state to state to create a 504 plan and enact its provisions.

Great Oaks schools employ a Special Education Coordinator (an individual who is a certified Special Education Teacher) and will expand the Special Education staff in order to serve an increasing population of students with disabilities. The Special Education Coordinator will manage all of the special education work of the school which will include liaising with the district, working with parents to keep them informed and obtain the required consent for IEPs, holding accountable any external service providers with whom the school contracts and acting as an advocate for students with IEPs and those with 504 Plans.

A School Counselor will, in addition to other duties, be responsible for delivering counseling services per students' IEPs. A School Nurse delivers services required by students in their IEPs or 504 Plans. Although we cannot predict the specific service requirements of the students who enroll at all of our school, we meet the needs of all students in accordance with all state and federal laws and regulations. Classroom adaptations generally include, but are not limited to:

- Push-in services by the Special Education Teacher
- Indirect counseling in which the Special Education Coordinator meets one-on-one with the general education teacher
- Co-Teaching in which the Special Education Coordinator and general education teacher are both teaching

Great Oaks Foundation Project Narrative

- Additional tutoring
- Counseling

Under the supervision of the Special Education Coordinator, Great Oaks schools may contract with certified or licensed individuals and/or organizations to provide other services required by students' IEPs, such as speech language pathology and audiologist services; psychological services; physical and occupational therapy; recreation, including therapeutic recreation; early rehabilitation counselling; orientation and mobility services; and diagnostic and/or evaluative medical services. We recognize that home district of the student with an IEP may either reimburse the school for Special Education services or directly provide certified or licensed staff, and will collaborate with the district to ensure the provision of services.

Special Education staff and service providers provide support to classroom teachers, work in the general education classrooms with special education students individually and in small groups, provide resource room services and serve as special education consultants to the overall school community. Special Education staff ensure that the teachers, tutors and administrators are knowledgeable about the needs of students with disabilities and are informed about their responsibilities to implement modifications for particular students. Every teacher of a student with a disability will be provided a copy of the student's IEP and corresponding information, training and support by the Special Education Coordinator to ensure their understanding of the student's needs and their responsibilities.

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The Tutor Corps will play an important role in supporting students with disabilities by offering one-on-one tutoring and support. This level of individualized attention (at least two hours per day of tutoring with a 1:1, 1:2 or 1:3 tutor to student ratio) will help students with IEPs meet their IEP goals and build strong relationships with caring adults. Furthermore, tutors will build relationships with the families of students with disabilities through weekly phone calls home.

Finally, all Great Oaks schools provide any and all testing modifications required by an IEP or 504 Plan that are permitted for the standardized State exams. A child's Planning and Placement Team (PPT) will indicate on the IEP what testing accommodations he or she requires.

(l) Compliance

There have been no compliance issues for any of the Great Oaks Charter Schools over the past three years.

(m) Charter school information

Charter school information is included as Attachment 4.

(o) Provide such other information and assurances as the Secretary may require.

A signed copy of the Charter Schools Program – Replication and Expansion Grantee Assurances is included as Attachment 6.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

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Michael Thomas Duffy

Education

Harvard University, Kennedy School of Government, *Master of Public Policy*

Earned a Master's degree in Public Policy in 1987, with a concentration in business and government relations; wrote thesis in conjunction with **Jobs for Connecticut's Future** on business support for child day care in the state of Connecticut, with recommendations on ways to improve the quality and quantity of child day care.

Trinity College, Hartford, Connecticut, *Bachelor of Arts*

Earned a Bachelor's degree in Economics in 1985; graduated Phi Beta Kappa; winner of the Funston Prize in Economics; worked as an intern in the CT Legislature; studied at **London Guildhall University** and worked as an intern in the **British House of Commons**; also studied at the **Universidad de Barcelona**.

Experience

Great Oaks Foundation, *President*

Led the creation of the Great Oaks (GO) Foundation, a non-profit network of charter schools dedicated to preparing urban students for college success, developing effective classroom teachers and investing in urban communities; the work is accomplished through the use of a full-time tutor corps and is done in partnership with NYU; the first GO school opened in Newark in 2011, the second in New York City in 2013; I have been engaged in this work from 2010 to the present.

NYC Department of Education, Charter School Office, *Director*

Directed more than \$400 million in support to 125 charter schools serving 30,000 students in New York City, from 2007 to 2010; held schools accountable for meeting high academic standards; oversaw the expansion of the number of charter schools from 66 to 125; accomplished this by replicating high performing schools and encouraging faith-based/community-based organizations to help create new ones.

City on a Hill Charter Public School, *Executive Director*

Led a Boston charter high school that prepares students for college and develops the habits of good citizenship, from 2003 to 2007; led a \$10 million effort to identify, finance and purchase a property in Roxbury to serve as the school's home; oversaw school operations; initiated extensive one-on-one after-school and Saturday tutoring program; led efforts to renew the school's charter.

AIDS Action Committee of Massachusetts, *Executive Director*

Managed and led a non-profit agency with a mission to combat the AIDS epidemic; served in this capacity from 2002 to 2003, succeeding the founding Executive Director; raised and managed an agency budget of \$10 million; oversaw efforts to adapt the agency's programs in response to the changing nature of the epidemic; participated in the World AIDS conference in Barcelona.

Foley, Hoag *Director of Employment Strategies*

Managed the Employment Strategies practice for a large Boston law firm from 1999 to 2002; worked in the Labor & Employment section of the firm to counsel clients on ways to prevent, investigate and resolve workplace disputes; clients included the MBTA, Genzyme and General Dynamics; traveled to workplaces throughout the country to provide training on a range of employment issues, including sexual harassment.

Massachusetts Office of Consumer Affairs and Business Regulation, *Director*

Appointed by Governor William Weld in 1996 to lead the state's business regulatory department; coordinated the work of 700 employees and 9 state agencies, including the Division of Banks, Division of Insurance, the Department of Public Utilities and the Board of Registration in Medicine, among others; advised the Governor on regulatory issues; served as Director for a year.

Massachusetts Commission Against Discrimination (MCAD), *Chairman, Commissioner*

Appointed by Governor William Weld in 1991 to chair the state's civil rights enforcement agency; had overall management responsibility for the agency and its 100 employees; served in the capacity of an administrative law judge, adjudicating cases regarding civil rights issues; instituted high-profile enforcement of employment discrimination laws including the use of undercover investigators; headed the agency for 5 years.

Michael Thomas Duffy

Volunteer

St. Bartholomew's Episcopal Church, Vestry Member

Elected to the governing body of one of New York City's largest Episcopal congregations; serve as the Chair of the Development Committee, helping to raise the church's \$3m annual budget.

Massachusetts Educational Financing Authority (MEFA) Former Board Member

Appointed by the governor of Massachusetts to the board of the agency that serves students and families in financing the costs of higher education; MEFA underwrites \$400 million in student loan programs annually.

MATCH Charter High School, Former Board Chair

Founding trustee of a Boston charter high school; led the \$10m campaign for a building to serve as the school's permanent home, pioneering the use of specialty bonds to finance the building renovation project.

Human Rights Campaign (HRC) Former Board Co-Chair

Co-led the board of directors of the nation's largest gay/lesbian civil rights organization; board member from 1996 to 2003.

Little Brothers-Friends of the Elderly Former Board Member

Served as a board member for a non-profit agency dedicated to providing friendship to lonely and isolated elderly people; also served as the coordinator of volunteers.

State Auditor Republican Nominee

Waged an unsuccessful campaign in 1998 for state-wide office against a 14 year incumbent; received the endorsement of nearly every major newspaper in the Commonwealth, including the Boston Globe.

State Representative Republican Nominee

Waged an unsuccessful campaign in 1990 for the Massachusetts State House; came within a few hundred votes of upsetting a 6 year incumbent in a heavily Democratic district.

References

Marty Linsky, Professor, Harvard/Kennedy School

Marty was my professor at the Kennedy School, as well as the person to whom I reported in the Governor's office during my tenure as Chairman of the civil right commission. [REDACTED]

Jon Spampinato, Communications Director, IKEA Foundation

Jon served as the deputy during my tenure as Director of the Office of Consumer Affairs and was a consultant at the AIDS Action Committee; he is also a Wagner graduate, [REDACTED]

Rev. Buddy Stallings, Rector, St. Bart's

Buddy is the leader of St. Bart's; I work with him directly in my role as chair of the Development Committee of the vestry. [REDACTED]

Richard Berlin, Executive Director, Harlem RBI

Rich was the founder of the Dream Charter School, which opened during my tenure at the NYC Department of Education. [REDACTED]

Elizabeth Sexton, Student, NYU/Wagner

Liz is a Wagner student who graduated this term; she took both the Strategic Management and the Service Delivery courses that I have taught. [REDACTED]

Mary Brabeck, Dean, NYU/Steinhardt School of Education

Mary has been a collaborator and partner in establishing the Teacher Residency with the Great Oaks Foundation. [REDACTED]

Michael Thomas Duffy

Professional

Awarded the **Boston Jaycees** ‘Outstanding Young Leader’ award, 5/93

Debated Richard Epstein, Professor of the **University of Chicago**, at a forum sponsored by the **Federalist Society** on ‘Employment Testing’, 3/94

Testified before the **US Congress, Committee on Education and Labor**, on the use of ‘Employment Testing’ to enforce Fair Employment laws, 7/94

Presented at a panel sponsored by the **Women’s Bureau of the US Department of Labor**, “It’s the Law: Addressing Gender Discrimination at the State Level”, 5/95

Testified before the **US Congress, Committee on Small Business**, on HR 1863 the Employment Non-Discrimination Act and the Massachusetts experience, 7/96

Lectured at the **Yale Law School** on the use of Alternative Dispute Resolution to resolve employment discrimination disputes, 11/96

Presented at a panel sponsored by the **Association of the Bar of the City of New York** on “Employment ADR: Appropriate Qualifications for Mediators and Arbitrators”, 4/99

Lectured at the **Benjamin Cardozo Law School** on mediation and arbitration in the employment arena, 4/99

Led at a semester long study group at the **Institute of Politics at the Kennedy School of Government, at Harvard University**, Spring ‘99

Presented at a panel discussion at the **Harvard Law School** on enforcement of Massachusetts civil rights laws, 11/01

Testified before the **Joint Education Committee of the Massachusetts Legislature** in opposition to a bill that would impose a moratorium on the creation of new charter schools, 3/02

Organized a conference on “AIDS/HIV: A Human Rights Perspective” at the **JFK Presidential Library** with Mary Robinson, former **UN High Commissioner for Human Rights**, 12/02

Wrote an op-ed published in the **Boston Herald** on the role that charter schools are playing in filling the void left by the closing of parochial schools, 6/04

Testified before the **Education Committee of the New York City Council** on the operation of charter schools, 4/09

Organized and moderated a panel discussion at the **National Charter Schools Conference** in Chicago on advocacy and organizing parent voices, 6/10

Wrote an op-ed published in the British magazine, **The Spectator**, on the connection between England’s ‘free schools’ and American charter schools, 5/11

Organized and moderated a panel discussion at the **National Charter Schools Conference** in Atlanta on the use of languages—Spanish, Hebrew, French & Greek—in charter school design, 6/11

Wrote a book review published in an policy journal, **Education Next**, “Schools and the City” on [The Great Inversion](#) and [The Diverse Schools Dilemma](#) on urban vitality and school quality, 12/12

Prepared and taught several courses, *Social Justice in Public Policy: Advocacy Movements*; *Strategic Management of Public Service Organizations*; and *Managing Service Delivery*; at **NYU/Wagner**, 1/11 to the present

CHRISTINA GRANT

EDUCATION

University of Pennsylvania, Graduate School of Education
Doctorate in Education
Organizational Leadership
June 2012 – Present

Columbia University, Teacher's College
Masters of Education
Organizational Leadership
August 2008

Fordham University,
Masters of Science in Teaching
Adolescent English
May 2005

Hofstra University
Bachelors of Arts
December 2000
Major(s): Political Science and African American Studies
Minors: English and History

EXPERIENCE

The Great Oaks Foundation: New York, NY
Superintendent (May 2014 – Present)
Vice President (April 2013 – April 2014)

- Serves as the Chief Academic Officer for Great Oaks Charter Schools of Newark and New York City
- Supports the Teacher Residency collaboration between the Great Oaks Foundation and New York University
- Develops strategy for the expansion and implementation of Great Oaks Charter Schools
- Manages the annual philanthropic campaign of the Great Oaks Foundation
- Manage school board(s) and works collaboratively amongst multi-state teams adhering to regional laws and compliance items
- Directly manages Executive Directors within the Great Oaks Charter School network

NYCAN – The New York Campaign for Achievement Now: New York, NY
Founding Executive Director, New York State (September 2011 – April 2013)

A nonprofit education advocacy organization focused on improving public education in NY state by addressing state-level policy barriers.

- Develop annual education policy agenda and lead implementation of legislative campaign.
- Cultivate philanthropic, individual and corporate giving to meet annual fundraising goal of \$1.2M.
- Build and lead founding state advisory board comprised of leaders from across the state and across sectors including education, business, policy, and civil rights.
- Chief responsibility for building and managing ongoing advocacy strategies – including communications (traditional and social media), research, and mobilization – to secure policy wins.
- Serve as face and voice of NYCAN; represent NYCAN at key meetings and events, testify at hearings, write op-eds, appear on TV and radio, etc.
- Manage staff members and work collaboratively with a national team of 20+ to ensure NYCAN's success.

Teach For America, Growth Strategy and Development: New York, NY
Managing Director, New Site Development (July 2010 – September 2011)

- Developed strategy and approach for opening new sites including legislative changes, fundraising, and establishing university and district partnerships.
- Managed the effective establishment of Teach For America South Carolina and Ohio, including hiring executive team and matriculating first cohort of corps members to region.
- Owned a portfolio of sites and cultivated local donors to fully fund regions for the first three years of operation (\$3.6M per site).
- Served as face and voice of TFA; represented TFA at key meetings and events, testified at hearings, wrote op-eds, appeared on TV and radio, etc.

New York City Department of Education (NYCDOE), Office of Charter Schools: New York, NY
Deputy Executive Director (August 2008 – July 2010)

- Supported the oversight and alignment of NYCDOE Office of Charter Schools operations, new school development, and accountability including annual site visits and renewals.
- Managed charter community engagement for all charter schools operating in New York City and facilitated the Office's relationships with external partner organizations, including the NYC Charter School Center.
- Facilitated all charter school hearings for applications, facilities, revisions, renewals; and manage school based teams through approval.
- Developed and implemented strategic plan for Office of Charter Schools to support Mayor Bloomberg's and Chancellor Klein's overall education reform efforts.
- Worked directly with executive director of Office of Charter Schools on citywide charter policy and implementation.
- Managed approval process for charter school applicants to the NYCDOE – projected growth rate of 20 schools per year (24 in 09/10; 27 in 10/11).
- Managed the renewal process for all NYCDOE charters as a component of legal renewal process (5 in 08/09; 15 in 09/10).

Uncommon Schools Inc.: New York, NY
Associate Director of Recruitment (September 2007 – July 2008)

- Increased diversified applicant pool by 20% – PR/Award # U282M140026
attracting more candidates from diverse backgrounds to join Uncommon.
- Worked directly with Uncommon schools to develop school-specific staffing strategies.

- Conducted extensive outreach and networking meetings with undergraduate and graduate schools, service organizations, and affinity groups to highlight Uncommon and its schools' visibility, particularly to a broader group of potential teachers.
- Observed teachers and school leaders within the Uncommon Schools network to develop best practice norms to inform recruitment practices.
- Coordinated efforts with KIPP and Achievement First in the development, implementation, and design of the Summer Teaching Fellows Program.
- Developed and coordinated School Leadership Fellowship campaign initiative to create a pipeline of new leaders.

Excellence Charter School of Bedford Stuyvesant: Brooklyn, NY
Administrative Intern (September 2007 – June 2008)

- Completed elementary school field supervision work under the guidance/mentorship of school leader as per New York State certification guidelines.
- Observed teachers for best practices and norming regarding school culture/high expectations/administrative feedback.

KIPP Academy Charter School: Bronx, NY
English Language Arts Teacher (July 2005 – June 2007)

- Developed year long academic goals for 7th grade NYS ELA curriculum – 90% proficiency achieved.
- Used data-driven instruction to provide individualized/differentiated instruction to 90 students annually.
- Developed year long academic goals for 6th grade curricula – 86% proficiency achieved.
- Attended KIPP Leadership Summit to acquire exceptional professional development opportunities.

New York City Department of Education, Intermediate School 172: New York, NY
Comprehensive School Reform (CSR) Grant Facilitator/Design Coach (January 2005 – June 2005)

- Oversaw the implementation of CSR Grant for IS 172 - \$350,000K.
- Facilitated professional development workshops (25) that modeled balanced literacy and promoted comprehensive school reform.
- Observed all ELA and Math teachers (30) and provided professional development and resources for classroom instruction.
- Attended national conferences on literacy and relayed best practices to colleagues.

English Language Arts and Social Studies Teacher (September 2003 – June 2005)

- 8th Grade Lead Planner (ELA) Long Term Goals/Curriculum Development/Unit Maps.
- 6th Grade ELA Ramp Up Teacher (Lead/Model Teacher).
- Member of the school selection team for new teachers.
- Used data-driven instruction to provide individualized instruction for students.

Teach For America: New York, NY
Content Specialist – English Learning Team (September 2005 – December 2005)

- Served as an Adjunct Professor at Pace University Graduate School of Education.
- Oversaw the instruction and development of first year TFA English Instructors.

Team Leader (Summer 2004)

- Planned and facilitated Corps Members Social for 2004 TFA New York Institute.
- Provided ongoing support to new TFA teachers in NYC.

Corps Member (June 2003 – June 2005)

- Served as member of national service corps of outstanding college graduates who commit two years to teach in under-resourced urban public schools.
- Regularly reflected on pedagogy and student success with program director, attended school team meetings, and supported other TFA corps members.

HONORS/FELLOWSHIPS

Phi Beta Kappa, Phi Kappa Phi
 2013 Black and Hispanic Alumni Association 'Alumni of the Year' – Hofstra University
 2012 Black Alliance for Educational Outcomes (BAEO) Ed Reform Champion: 40 Under 40 Award
 2011 America's Leaders of Change (National Urban Fellows)
 2009 Council of Urban Professionals Fellow
 1999 Ralph Bunche Fellow (American Political Science Association)

PROFESSIONAL, BOARD, & COMMUNITY SERVICE AFFILIATIONS

Alumni Revolution – Founding Board Member (Current)
 Democracy Preparatory Endurance Charter School – Founding Board Member (Current)
 Council of Urban Professionals – Leadership Board Member (2010 – 2012)
 Alpha Kappa Alpha Sorority, Inc.

Highly motivated, talent acquisition leader with strong relationship-building skills and proven experience in:

- * diversity recruitment
 - * diversity & inclusion management
 - * developing employee resource groups
 - * university relations
 - * employment branding
 - * full lifecycle recruitment of mid to senior level corporate positions
 - * high volume recruitment of customer service/operations roles
 - * identifying and successfully sourcing in new markets
 - * internship program development & management
 - * behavioural interviewing techniques & training
-

Professional Experience

Wyndham Worldwide Corporation

Vice President, Diversity & Inclusion

Director, Talent Acquisition- University Relations & Diversity Recruitment

Senior Manager, Talent Acquisition

Manager, Talent Acquisition

Jan. 2007 - present

Nov. 2012 - present

Aug. 2009 - Oct. 2012

May 2008 - Aug. 2009

Jan. 2007 - May 2008

- Develop and influence the strategy for Diversity and Inclusion impacting talent acquisition, employee engagement, and talent development
- Provide guidance and collaborate with executive leadership from multiple business units to implement initiatives focused on promoting diversity and inclusion in all aspects of the business
- Manage the strategic governance and growth of Employee Resource Groups. Influence the brand of ERGs by demonstrating their positive impact on the business as well as the workforce
- Cultivate mutually beneficial relationships with various external diverse organizations whose missions are in line with the company's diversity strategy
- Develop and implement diversity recruitment strategy for corporate hires to increase representation:
 - lead staffing team in executing diversity initiatives in order to increase diverse slates of candidates and diverse hires, focusing on Manager level and above
 - track and measure diversity hires and candidate slates; adjust strategy based on outcomes resulting in increase in ROI from external partnerships
- Provide strategic direction for university relations and implement strategy across business units in order to create a robust talent pipeline:
 - developed university relations from the ground up. Created the internship program which started as a New Jersey based program to a multi-business national program, and continues to rapidly expand
 - manage corporate internship program across the U.S., resulting in conversion rate into full-time hires at 20% above national average
 - increase on-campus brand awareness by establishing multi-pronged relationships with target universities
- While in Staffing, 92% of openings were filled through direct sourcing with very limited usage of search firms
- Manage initiatives focused on employment branding: collaborate with Communications team to develop and design employment value proposition, messaging, and communication vehicles

Within first 9 months in the organization, was awarded the "You Made a Difference" Award

Club Med Resorts

Recruiter, U.S., Canada, and Caribbean

Recruiter, Canada and Human Resources Lead for Cuba

Aug. 2001 – Dec. 2006

Jan. 2003 – Dec. 2006

Aug. 2001 – Jan. 2003

- Developed and implemented high volume talent acquisition strategies and campaigns for resort operations positions in the U.S, Mexico, and the Caribbean
- Identified and established successful new markets to source talent; initially brought in to develop Canadian recruitment markets and, based on its success, role was expanded to include U.S and Caribbean
- Generated and maintained solid pipeline of qualified candidates for resort positions

- Managed university relations in the U.S., Canada and Caribbean
- Trained new recruiters on recruitment practices, procedures and strategies

Tiziana M. Sullivan



Strategic Nova Mutual Funds

Human Resources Specialist

May 2000 – Aug. 2001

- Responsible for talent acquisition for corporate functions; sourcing new markets to find top talent
- Employee relations and conflict resolution; conducted exit interviews
- Developed and administered a new performance evaluation process

Marriott Chateau Champlain Hotel

Human Resources Coordinator

Feb. 1998 - Nov. 1999

- Responsible for talent acquisition for all hotel operations positions
- Lead Health & Safety committee, ensured the implementation of initiatives developed by committee; represented the hotel at the different levels of the Work Health & Safety Commission

Hotel Le Centre Sheraton

Human Resources Technician

April 1996 – Aug. 1997

- Responsible for talent acquisition for all hotel operations positions
- Designed and managed employee recognition program
- Implemented new training program and trained staff on customer service initiatives

Education

Bachelor of Commerce

1995

Major: Human Resources Management

Concordia University, John Molson School of Business

Montreal, Quebec, Canada

Accredited by the American Assembly of Collegiate Schools of Business

Languages

Fluent in English, Italian, French and Spanish (spoken and written)

Interests

- Big Brothers Big Sisters: Mentor, October 2013 to present
- Board Member, Tri-State Diversity Council: December 2012 to present
- Executive Committee Member of the New York Chapter of the Concordia University Alumni Association, 2008 to 2012
- Active Volunteer at Dress for Success and the Professional Women's Group, 2008 to 2012

Richard E. Landoli CPA



PROFESSIONAL PROFILE

Enthusiastic leader and collaborative team builder with a track record of continuous professional improvement, spirited commitment, and the ability to consistently complete planned goals and objectives in the fields of education, accounting, and finance.

EDUCATION

- **Seminary of the Immaculate Conception** - MS in Theology, 3.9 GPA, Summa Cum Laude, May 2008
- **New York University, School of Business and Public Administration** - BS in Accounting, 3.7 GPA, Magna Cum Laude, June 1982
- **Chaminade High School**, Mineola, NY, June 1978

PROFESSIONAL EXPERIENCE

Saint Dominic High School – Theology Chair/Teacher (2007–present)

- Oversee the Theology Department and Campus Ministry activities for a school of approximately 450 students.
- Classroom teacher for six sections of grade 10 and grade 11 students – full course load plus one extra class section.
- Promoted to Department Chair May '13 ahead of other teachers with 20+ years of experience.
- Overhauled and upgraded curriculum for grades 9 and 10 in 2012 and 2013, respectively. New curriculum for grade 11 due to be rolled out in September 2014.
- New curriculum emphasizes greater focus on reading, writing, vocabulary building, critical thinking skills, and collaborative learning.
- School Photographer (2009 - 2013) - Improved school website by producing more than 240 photo albums for school activities and sporting events over four years. See LinkedIn for a work portfolio.
- Filmed, edited, and produced open house video ('11) and recruitment video ('14).
- Moderator of Communications Club & Photo Club – 2009 – present.
- Assistant Director for drama productions – 2012 – present.
- Named Outstanding Christian Educator of the Year – 2011.
- Received yearbook dedication – 2011.

EdisonLearning – Controller, District Partnerships Division (2005-2007)

- Initiated successful product enhancement to define specifications for Edison's *Alliance*, a comprehensive program to drive student performance through professional development, staff support, and standardized test evaluation. Supervised and managed \$150 million portfolio - 50 schools in 11 states under contract for educational services and student achievement programs.
- Member of strategic management and financial planning leadership team.
- Selected as one of six internal candidates for Edison's Education Team; worked with The Cambridge Group to develop a comprehensive company redesign in alignment with EdisonLearning's strategic plan.
- Chosen to be member of recruitment team to identify candidates for new Leadership and Teaching Centers of Excellence.

EdisonLearning – Controller, District Partnerships Division (2005-2007) - continued

- Lead financial representative for new deal and renewal pricing discussions.
- Responsible for coordinating annual budgets (approximately 50 site budgets), monthly accounting closes, reporting, and variance analyses.
- Supervised local team of three plus 18 staff in four regional finance units.

G+J USA Publishing – Controller (1998-2005)

- Supervised accounting, reporting, advertising billing/collections, accounts payable, and payroll functions for \$350 million publishing company. Magazine titles include *Parents, Child, Family Circle, Inc., and Fast Company*.
- Developed and employed staff motivational and leadership programs for diverse staff of 24.
- Implemented PeopleSoft Payroll, PeopleSoft T&E systems into company financial programs; managed several system upgrades.
- Gained efficiencies in monthly and year end closing cycles; improved customer service to internal departments and outside vendors; enhanced payment process resulting in productivity gains and cost savings; effectively managed external audit relationship with Price WaterhouseCoopers.
- Managed banking relationship and business insurance policies.
- Integrated acquisitions of *Fast Company* and *Inc.* magazines.
- Expanded scope of controller's position to include payroll and advertising billing.

Sotheby's, Inc. – VP and Controller, North and South America (1997-1998)

- Responsible for consolidated reporting and supervision of accounting operations; performed detailed analysis of sales accounts and inventory; managed preparation of financial statements and management discussion and analysis.

National Football League – Controller (1994-1997)

- Responsible for financial reporting, budgets and forecasts for NFL League Office and related entities; assisted in the design, development and implementation of a client-server general ledger system; principal liaison with external auditors.

Sterling Doubleday (New York Mets Baseball Club) – Controller (1989-1994)

- Supervised accounting function, including financial reporting, accounts receivable, accounts payable, payroll, auditing and taxes. Prepared monthly analysis of operations; coordinated development of annual operating budget; performed daily cash management; developed long-range cash/financial forecasts; managed implementation of an IBM AS400 system conversion.

Arthur Young & Company - Audit Manager (1982-1989)

- Supervised multiple audit engagements; prepared client financials, forecasts and projections; assisted in sales calls for new business. Industry experience - publishing, entertainment, retail, insurance, and service.

Professional: Passed entire CPA exam, November 1982.

Service: Ordained Catholic Deacon – May 2007: Baptisms, Weddings, Faith Formation for Adults, and Homilist at Sunday Mass.

PROFESSIONAL EXPERIENCE

Great Oaks Foundation, New York, New York

Director of External Affairs, October 2013 - Present

Manages external-facing efforts of the Great Oaks Foundation and the Great Oaks Charter Schools

- Development: creates and executes development program for the Great Oaks Charter Schools and central office including overseeing the identification, cultivation and stewardship of individual funders, corporations, foundations and federal sources, securing \$1.8M in philanthropic commitments to date
- Marketing and branding: develops marketing materials for student, staff and tutor recruitment; maintains the integrity of the Great Oaks brand by creating and sharing style guidelines; designs and manages the Great Oaks website
- Board development: ensures ongoing board engagement and prepares board materials
- Strategic planning: works closely with other members of the Great Oaks leadership team to define the organization's direction and plans for new school development

Victory Education Partners, New York, New York

Manager, School Development and Partnerships, January 2012 - September 2013

Provided strategic guidance and direct services including application development, student/staff recruitment and No Child Left Behind (NCLB) compliance support to community groups, charter schools and foundations

- Crafted charter applications that reflected founding groups' unique visions and academic programs; examined facility options, local per pupil and proposed enrollment, making recommendations for creating viable school models
- Recruited eligible instructional and operations candidates, interviewed potential hires and managed relationships between multiple stakeholders including candidates, principals and Human Resources department
- Served as point person for all parental inquiries, canvassed inner city areas to disseminate information about schools and distributed applications and enrolled incoming students at registration sessions
- Led NCLB compliance process, including preparing Consolidated Applications for nine independent charter schools

Success Academy Charter Schools, New York, New York

Grants Manager, November 2009 - August 2011

Prepared, submitted and managed grant proposals for public, foundation and corporate grants, garnering more than \$5 million in grant funds

- Coordinated with CEO and Director of External Affairs to identify various funding sources and strategize approach
- Created and adapted annual fundraising plans to fulfill short- and long-term goals
- Cultivated and maintained relationships with funding partners to ensure timely and satisfactory submission of all reports, updates and requests
- Partnered with consultants to design and implement a customized development database, transferring all information from Microsoft Excel into Salesforce

J.C. Geever, Inc., New York, New York

Development Associate, July 2007 - October 2009

Generated proposals, letters of inquiry and reports for non-profit clients, including: East Side House Settlement, The CityKids Foundation, Operation Exodus Inner City, Morris-Jumel Mansion, WomensLaw.org and the Ali Forney Center

- Managed fundraising database
- Conducted prospect research
- Served as a liaison to between non-profit clients and foundation funders
- Worked closely with non-profit leadership and staff to develop fundraising strategies

VOLUNTEER EXPERIENCE

New York Foundling, New York, New York

Junior Board Member, March 2013-Present

Solicit individual and in-kind donations, plan events, and participate in child-centered volunteer activities

EDUCATION

Kenyon College, Gambier, Ohio

Bachelor of Arts, May 2007. Major: Sociology, Minor: Philosophy

Ayanna K. Taylor

Education:

RUTGERS UNIVERSITY, New Brunswick, New Jersey
Received Supervisor of Curriculum and Instruction Certificate, July 2011

COLUMBIA UNIVERSITY, New York, New York
Completed 30 credits towards a Masters in African American Studies

RUTGERS UNIVERSITY, Newark, New Jersey
Received Masters in Public Administration, January 2002
Honors: Pi Alpha Alpha Honor Society

UNIVERSITY OF PENNSYLVANIA, Philadelphia, Pennsylvania
Received Bachelor of Arts Degree in English Literature, May 1994
Honors: Women of Color Committee Certificate of Valor, Association of Women Faculty and Administrators Alice Paul Award, Chapter President- Delta Sigma Theta Sorority, Incorporated

Experience:

ACCESS Educational Advisors June 2006 – present
West Orange, New Jersey

Founder and President – Founded an LLC that provides curriculum support and development, educational program design, new-school start-up support, professional development, one-on-one instructional coaching, data-driven instruction implementation, and college placement services to schools and individuals.

- Managed a \$260,000+ Gates Foundation funded data-driven instruction project with Dr. Howard Fuller at the Institute for the Transformation of Learning at Marquette University to implement a robust DDI system in two small schools in Milwaukee. Mapped curriculum for K-12 Math, Language Arts, Social Studies/History, and Science aligned to Wisconsin and Common Core Standards. Created new and edited existing interim assessments for year-long interim assessment cycle.
- Manage a staff of 5-8 consultants that develop curriculum and provide on-site support to schools. Design English/Language Arts and History curriculum for K-12. Manage a team of curriculum writers to design and write curriculum for K-12 programs.
- Mentor and coach new teachers for compliance with Alternate Route certification requirements.
- Coach new and veteran teachers in all content areas on using instructional strategies and lesson planning
- Develop charter school proposals, annual reports, renewal applications, and compliance documents.
- Planned and hosted NJ Schools of Choice Career Fair in March 2011 and 2012 bringing together 300+ candidates with hiring managers.
- Partner with the Newark Charter School Fund to provide technical assistance services to increase student achievement in charter schools in Newark, NJ.
- Served as Extension Specialist for Rutgers University Center for Effective School Practices – Charter School Resource Center, facilitating sessions on developing a charter application.
- Provided college placement support for various charter schools including, North Star Academy Charter School of Newark, Bronx Preparatory Charter School, and Noble Street Charter School in Chicago.

TEACHER U/HUNTER COLLEGE August 2011 – January 2012
New York, New York

Adjunct Instructor – Led a group of 25 teachers in the “Diversity in American Schools” course. Planned sessions on topics such as race in American schools, writing educational autobiographies, culturally-responsive instruction, differentiated instruction, and multicultural curriculum using centrally designed and individually adapted session plans and materials. Graded and provided written feedback on teacher assignments.

SUNY CHARTER SCHOOL INSTITUTE 2010 – 2011

Ayanna K. Taylor

Consultant – Sat on review panel for charter applications submitted to the Institute. Conducted inspection visits in 2010 and 2011.

TEACH FOR AMERICA
Newark, New Jersey

November 2008 – January 2010

Director of Alumni Affairs – Responsible for implementing the second part of Teach For America's mission to have alumni as a leadership force within education and from every sector to effect fundamental change. Managed a database of over 300 alumni to engage them broadly in Teach For America's initiatives and locally in regional activities. Used weekly data reports to strategically plan weekly and quarterly benchmarks. Coached alumni to help them secure school leadership, teacher leadership, and political leadership positions. Managed two annual giving campaigns for second year corps members and alumni with the goal of an average of 80% giving. The first campaign yielded 90% giving. Increased alumni engagement by 10% in the region, with a particular increase in engagement of alumni of color. Planned and implemented events that engage alumni e.g. Diversity Initiative events, social entrepreneurship seminars, Regional Mini-Summits, Panel Discussions, Career Mentoring, School Leadership Opportunities seminar, workshops, alumni roundtables, and social events. Meet with 30 alumni a month. Engaged in strategic planning to establish 3-year vision, goals, and operational tasks for regional alumni affairs.

INNOVATIVE DESIGNS FOR EDUCATION
Ramsey, New Jersey

September 2006 – October 2008

Instructional Strategies Specialist – Plan and facilitate workshops for suburban and urban school districts on instructional strategies, problem-based learning, standardized test prep, technology infusion, professional learning communities, small learning communities, and classroom management strategies. Supported Jersey City School District with developing problem-based learning units, revising curriculum to provide authentic learning experiences, and new teacher orientation. Worked with Lincoln Middle School in Passaic to create small learning communities and professional learning communities. Supported Plainfield Public School district teachers to create and implement problem-based learning units. Mentor new and veteran teachers on integrating problem-based learning into the curriculum and other effective instructional strategies. Create professional development materials and resources for use in workshops and mentoring. Served as a member of the conference planning team and staff.

NORTH STAR ACADEMY CHARTER SCHOOL OF NEWARK
Newark, New Jersey

November 2001-July 2006

Director of College Placement/Alumni Liaison/High School English Teacher – Designed and implemented a comprehensive high school college placement program that includes outreach to colleges, individualized college planning, academic counseling, creation of a career and college resource center, standardized testing coordination, parent outreach, and workshop facilitation. Built ongoing partnerships with national college admissions counselors, enrichment programs, and scholarship programs. Achieved 100% college matriculation for all graduating classes supported. As college liaison, conducted on-site college visits to alumni. Established relationships with college academic advisors in order to track the progress of alumni. Placement duties also included assisting all students in middle and high school with accessing and attending summer enrichment programs. Obtained over \$20,000 in scholarships for summer programs, including study abroad programs each summer. Served as mentor to new English teachers. Served on School Leadership Team. Designed, planned and implemented an 11th and 12th grade English Literature curriculum and Senior Thesis curriculum. Taught 10-12 grade English (2001 – 2004). Students achieved 100% passing rate on the state High School Proficiency Assessment on the first attempt. Co-wrote a successful federal GEAR UP grant to promote early college awareness in our middle school.

NEW JERSEY CHARTER PUBLIC SCHOOLS ASSOCIATION
Newark, New Jersey

October 2000-October 2001

Associate Director- Built membership through outreach. Collected and compiled data for dissemination to charter school community and legislators. Maintained a database of members, funders, and supporters. Facilitated communication among members of the charter school community through listserv management and mailings. Built and maintained the organization's first Web site. Planned and implemented annual events such as the Charter School Job Fair and the CARE Awards Banquet for over 500 guests.

Ayanna K. Taylor

GLOBE FEARON EDUCATIONAL PUBLISHER

June 1998-October 2000

Upper Saddle River, New Jersey

Editor- Implemented and managed projects in company publishing plan, primarily English/Language Arts textbooks, Social Studies textbooks, and skill practice books and adapted novels. Oversaw every aspect of book production from design to bound book. Collaborated with Art and Production departments to create schedules, layouts, and design pages. Created prototype manuscript and wrote content for supplemental resources (e.g. workbooks, teacher editions). Acquired and managed writers for each project. Managed the educator review process for books, which involves identifying reviewers, preparing manuscript for monthly page reviews, ensuring timely payment for services, and incorporating reviewer comments into the book. Managed administrative tasks, invoicing, and budget. Edited textbook manuscript. Lead editor for components of *Basic English* and *Globe Fearon Literature* series, two high-profile and top-selling products. Received editorial promotion after one year on staff.

MARTIN LUTHER KING, JR. ELEMENTARY SCHOOL

September 1994-June 1998

Paterson, New Jersey

Classroom teacher- Planned and executed classroom lessons relating to a Language Arts, Health, and Social Studies curriculum for heterogeneously and homogeneously grouped seventh and eighth grade students. Worked with a team of grade level teachers to design and implement thematic units for a Humanities course. Created a Cultural Studies course. Served as Student Government Advisor and Drill Team coach. Co-founded "Homegirls Only" as a rites of passage program for eighth grade young women. Produced a community forum, "Tri-State Ghetto Break", for Paterson youth. Coordinated a City Hall Martin Luther King, Jr. unity rally. Instructed fourth grade students in Writing and Reading for an after school test enrichment program. Participated as co-chairperson of the School Improvement Team.

Activities/Affiliations/Skills:

Newark Legacy Charter School Founding Member and Former Member Board of Trustees, Leadership Newark Alumni Class of 2003, Association of Supervision and Curriculum Development, International Society for Technology in Education, Delta Sigma Theta Sorority Inc., University of Pennsylvania Secondary Schools Committee, The Black Ivy Alumni League, National Association of College Admissions Counselors, Institute for Entrepreneurial Leadership

Workshops Presented:

"Putting the Pieces Together: Establishing a Comprehensive College Placement Program" - NJ Charter School Association Conference, March 2012

"Data-Driven Instruction Implementation: A Milwaukee Case Study" - WI Charter Schools Conference, April 2011

"Building Culture in your Small Learning Community" - Passaic School District

"Problem-Based Learning" - Jersey City and Plainfield School Districts

"Designing Small Learning Communities" - Jersey City, Plainfield, and Passaic School Districts

"Classroom Management" = Bergen Arts & Sciences Charter School

"Creating a Successful College Placement Program" - Bronx Prep Charter School & Noble Street Charter School

"Technology in Writing" - Elizabeth School District

"Differentiated Assessment" - Various Districts

"Integrating Art and Literacy" - Jersey City School District

"Professional Learning Communities" - Jersey City and Plainfield School Districts

"Creating Learning Centers" - Plainfield and Jersey City School Districts

"Teaching in the Block" - Jersey City School District

"Using Rubrics to Drive Instruction" - Jersey City School District

"High School Placement Workshop" - Marion P. Thomas Charter School

"Designing Transdisciplinary Units" - Plainfield School Districts

"Infusing Technology into the Curriculum" - Various Districts

"Preparing for Excellence: Designing and Operating a Quality Charter School"

"Effective Instructional Practices: Lesson Planning for Student Achievement" - ECO Charter School

Ayanna K. Taylor

Lectures:

Kean University - Guest lecturer for Master's level course on curriculum development

Teacher U/Hunter College - adjunct instructor for "Diversity in American Schools" course

Certificates:

NJ Certified K-8

NJ Certified High School English

NJ Certified Curriculum Supervisor

Jared Thomas Taillefer



EDUCATION

Boston University – College of Arts and Sciences
Bachelor of Arts Applied Mathematics – Dean’s List

August 2001 – May 2005
Boston, Massachusetts

Université de Grenoble – Stendhal University
French Language and Literature

Summer 2001, Summer 2007
Grenoble, France

EXPERIENCE

The MATCH Charter Public Middle School

July 2010 – Present
Boston, Massachusetts

Dean of Students

- Trained and supported all staff on maintaining culture of academic rigor and discipline
- Worked as a member of school leadership team to establish a positive, structured, achievement-oriented, and creative school culture
- Facilitated communication between students, parents, and staff around culture and academics

Founding 8th Grade Math Teacher

- Developed and delivered curriculum for grade 8 Algebra 1
- Managed two teaching assistants to create supplemental materials to support curricula for tutorial sessions
- Disseminated interim assessment data to all tutors and 8th grade staff

The MATCH Charter Public High School

August 2005 – July 2010
Boston, Massachusetts

Dean of Students

- Trained and supported all staff on maintaining culture of academic rigor and discipline
- Worked as a member of school leadership team to establish a positive, structured, achievement-oriented, and creative school culture

Math Teacher

- Developed and delivered curricula for grades 9, 10 and 11
- Managed two teaching assistants to create supplemental materials to support curricula for tutorial sessions
- Taught SAT Preparatory course

Director of Development

- Created and implemented a development plan that increased annual fund donations 110% over the previous year
- Secured new donors and cultivated existing donors
- Mentored a group of MATCH Corps Tutors
- Observed classes and tutorial sessions to assess performance and school culture

Director of the MATCH Math Lab

- Wrote a grant to create a federally-funded tutoring program staffed by high school students
- Hired, trained and supervised high school student tutors
- Communicated with and acted as a liaison between partner schools, teachers, parents and students

- Developed grade six remedial math curriculum based on MA State Department of Education frameworks

MATCH Corps II Member

- Completed service year tutoring six students one-on-one in grades 9-12
- Assisted the executive director 12 hours a week
- Worked as a mathematics teaching assistant 10 hours per week at a public school partner site

ACTIVITIES

Co-Director – The MOVE Program (Mentor, Outreach, Volunteer and Educate)

- Created and directed a program in which 20 underrepresented law and medical students mentored local high school youth focusing on community outreach, volunteering, and academic success.

SKILLS

Experienced with MAC and PC environments; Microsoft Office.

Language: Proficiency in French.

WORK EXPERIENCE

NOBLE NETWORK OF CHARTER SCHOOLS: Pritzker College Prep

Dean of Discipline

July 2012 – Present

- Aggressively work to establish consistent standards and structures around discipline and behavior management throughout the school community
- Lead efforts in school-wide culture building and create systems for reinforcing positive behavior
- Create systems for ongoing monitoring of discipline systems and data and establish protocols for consistent communication of discipline data
- Lead school-wide professional development and work collaboratively to coach teachers on classroom management and student discipline

Teacher, AP Environmental Science and Environmental Science
2012

August 2009 – June 2012

- Designed and implemented new curriculum for environmental science across the 9th and 12th grades
- Operated rigorous science instruction program, leading students to college-readiness on EPAS assessments and AP exams
- Piloted integration of iPad technology into the science classroom to heighten student achievement

UNCOMMON SCHOOLS: Bedford Stuyvesant Collegiate Charter School, Brooklyn, NY

Founding Teacher, 5th Grade Science

August 2008 – June 2011

- Designed and implemented new science curriculum to promote significant student academic gains (over 80% mastery)
- Identified and performed numerous duties inherent in the new school startup process with limited staff available

MS 821 SUNSET PARK PREP, Brooklyn, NY

Teacher, 6th Grade Science

September 2006- June 2008

- Ran a Science laboratory for sixth grade students to achieve significant gains (over 80% mastery) in life, physical, and earth sciences
- Began and organized a fully student-written newsletter and pioneered a Student Council

LEADERSHIP AND ACTIVITIES

NOBLE NETWORK OF CHARTER SCHOOLS

Co-Director, Operation Snowball

August 2011- Present

- Organize 75-student organization that works all year to plan and fund a confidence-building weekend retreat for high school students

Science Department Head

August 2010-June 2011

- Manage and support a department of teachers; oversee and evaluate their instructional development and students' academic success

TEACH FOR AMERICA

Co-Chair, Midwest Alumni Board, Chicago, IL

October 2012 – Present

- Developing and managing a board of alumni to build relationships with colleges, universities, and prospective Teach for America applicants

Regional / School Team Leader, New York, NY
2008

September 2007 – June 2008

- Maintained high student achievement within team of fifty Corps Members through professional events and collaboration
- Maintained school community and focus on student achievement through Corps Member observations and resource sharing

DANCE MARATHON 2006, NORTHWESTERN UNIVERSITY, Evanston, IL

Member, Executive Board; Co-Chair, Outreach Committee

April 2005-March 2006

- Selected to 26-person executive board responsible for coordinating over 500 volunteers and fundraising \$600K for annual beneficiary

EDUCATION

COLUMBIA UNIVERSITY, New York, NY

Master of Arts, School Building Leadership

Degree Confirmed August 2012

BANK STREET COLLEGE OF EDUCATION, New York, NY

Master of Education in Childhood General Education (Grades 1-6)

Cumulative GPA: 3.5/4.0

NORTHWESTERN UNIVERSITY, Evanston, IL

Bachelor of Arts, Psychology and Environmental Policy and Culture

Cumulative GPA: 3.6/4.0; Dean's List Student

MONICA MACCERA FILPPU

EDUCATION

2001 M.A.T in TESOL/Bilingual Education	Georgetown University
1995 B.A in English Literature	SUNY Albany

CURRENT ROLE

2007-present	Teach For America - Connecticut	New Haven, CT
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Managing Director, Academic Affairs

Lead high-performing team that manages all aspects of the TFA-CT corps experience from Admissions to placement in a classroom. Ensure compliance with all state and national requirements for TFA's Alternate Route to Certification (ARC). Serve as Certification Officer for the ARC; ensure 100+ corps members earn certification each year. Manage program improvements in line with changing regulatory and statutory framework. Serve as policy expert on regional team, monitor proposed legislation each year and determine TFA CT's priorities for the legislative session. Represent TFA-CT on state committees (Educator Preparation Advisory Council, State Board of Education Comprehensive Plan Advisory Committee, and state program approval team). Cultivate relationships with SDE staffers, legislators, higher ed and other non-profit organizations to pursue mission of educational equity. Relationship owner for all district partnerships, securing \$600K from district contracts and managing hire process for 100+ corps members each year. Serve on Regional Leadership Team.

PROFESSIONAL HISTORY

2006-2007	Adams County School District 14	Commerce City, CO
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English Language Acquisition (ELA) coach: Managed identification and assessment of English Language Learners (ELLs). Fine-tuned the school's service delivery model for ELLs. Mentored teachers and administrators to ensure high quality implementation of bilingual model. Served on the school's leadership team.

2003-2005	DCPS Office of Bilingual Education	Washington, DC
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Bilingual Programs Coordinator: Worked with principals and school communities interested in developing bilingual programs. Designed and delivered strategy sessions, staff development and community information workshops district-wide. Obtained funding from National Center for Family Literacy for Toyota Family Literacy Program in three schools and from US Department of Education (FLAP) for development of dual language programs in five schools. Supervised all program staff, managed program budget and donor relationships.

1995-2003	Oyster Bilingual Elementary School	Washington, DC
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Spanish Literacy Coordinator: Served on the Leadership Team as we adapted a school-wide reform model to the dual language program. Created and implemented the Master Schedule, developed curriculum materials, planned and delivered professional development, modeled appropriate implementation of the Reader's and Writer's Workshops.

Classroom Teacher (Spanish-dominant 3 years; English-dominant 1year): Achieved the highest possible rating under the Teacher Appraisal Process within three years. Organized all extra-curricular activities and managed grant-funded after school tutoring program.

OBJECTIVE

To obtain a position in the field of education in which a strong dedication to the total development of children and a high degree of acquired teaching and leadership skills can be fully utilized.

ACADEMIC ACHIEVEMENT & CERTIFICATIONS

Level I Teacher Certification August 2009
Practitioner Teacher Program; *New Orleans, Louisiana*
Certified in secondary English Language Arts.

Bachelor of Science May 2008
Hampton University; *Hampton, VA*
Marketing Department, Cumulative GPA: 3.3

PROFESSIONAL EXPERIENCE

Dean of Students July 2013-Present
Great Oaks Charter School, *Manhattan, New York*

- Aggressively establish high expectations in regards to discipline and behavior management throughout the school community
- Lead efforts in maintaining school-wide culture that balance high expectations and accountability with joy and academic rigor
- Create systems for ongoing monitoring of student discipline data
- Create systems for reinforcing positive behavior such as assemblies and school rituals
- Create systems for supporting students of concern and communicating with stakeholders about student behavior
- Meet regularly with students and parents to communicate discipline information
- Lead school-wide professional development and work collaboratively to coach teachers and tutors on classroom management and student discipline

Literacy and Social Studies Teacher August 2012-June 2013
Southwest Leadership Academy Charter School, *Philadelphia, Pennsylvania*

- Design creative and engaging lessons aligned to Pennsylvania common core standards
- Set ambitious, yet feasible, goals to invest students in their personal academic growth
- Provide instruction with the ultimate goal of moving 100% of students to score proficient or higher on the PSSA.

Recruitment Manager September 2011-June 2012
Mastery Charter Schools, *Philadelphia, Pennsylvania*

- Planned and coordinated recruitment events, including Networking Events and School Visits
- Managed operations for the recruitment process as well as relationships with school sites
- Conducted in-person interviews and evaluated prospective teachers strengths in the Mastery competencies and values
- Tracked and monitored progress toward hiring and diversity goals

Teaching for Results Secondary ELA Seminar Leader July 2010-September 2011
Louisiana Practitioner Teacher Program, *New Orleans, Louisiana*

- Customized a tailored Secondary ELA curriculum for first-year teachers seeking alternate certification.

Shana Hurley

Work Experience

EXCEL BRIDGEPORT

Bridgeport, CT

Operations and Projects Manager

June 2012 - present

- Design and implement Excel Bridgeport's first youth program, the Youth Organizing and Leadership Academy, serving 22 students during the summer and school year.
- Execute dynamic communications strategy including overseeing annual student achievement report, live tweeting school board meetings and producing regular newsletters with 38% average open rate.
- Manage major special projects and related staff development, including the transition to a new constituent relationship management platform and website redesign.
- Facilitate maturation of internal operations by revising existing tools or devising new ones, including formulating Excel's first monthly financial report bundle and autonomously overseeing the organizational audit.

TEACH FOR AMERICA / WASHINGTON ELEMENTARY SCHOOL

Richmond, CA

6th Grade Teacher, Two-Way Immersion Bilingual

June 2010 - May 2012

- Selected from more than 31,000 applicants nationwide to join teacher corps of recent college graduates who commit two years to teach in under-resourced public schools.
- Prepared and delivered instruction in six core academic areas in English and Spanish, including differentiation for both English and Spanish learners.
- Developed supplemental novel-based reading curriculum for English and Spanish Language Arts that contributed to an average of 1.6 years of reading growth on the Diagnostic Reading Assessment.
- Wrote successful \$5,000 California Teachers Association grant for educator professional development.

DEWEY SQUARE GROUP

Boston, MA

Communications and Research Intern

August 2011 - May 2012

- Sought out by senior staff at this political consulting and lobbying firm to assist in research and writing for short and long-term projects.
- Managed social media accounts and compiled daily newspaper clips for 7 clients.

CENTER FOR AMERICAN PROGRESS

Washington, DC

External Affairs Intern

July 2010 - August 2010

- Selected from over 1,200 applicants to support think tank's policy experts and administration in promoting a progressive public policy agenda.
- Wrote the daily all-staff briefing on Congress, including monitoring legislative progress and mark-up activity.
- Assisted a Senior Fellow by conducting bilingual interviews, compiling content for a multimedia presentation and ghost-writing sections of a report on faith groups advocating for comprehensive immigration reform.

Education

LOYOLA MARYMOUNT UNIVERSITY

Oakland, CA

Multiple Subjects Teaching Credential and BCLAD Credential

September 2010 - May 2011

- GPA: 4.0

TUFTS UNIVERSITY

Medford, MA

Bachelor of Arts in Political Science and International Relations

September 2006 - May 2010

- GPA: 3.58 (Political Science GPA 3.67; International Relations GPA 3.63)
- Awards: Presidential Award for Citizenship and Public Service
- Activities: Tufts Democrats President; Tufts Votes Founder and President; Spanish immersion semester at Universidad de Buenos Aires and Pontificia Universidad Católica Argentina

Volunteer Experience

- Leadership for Educational Equity, Bridgeport Strategy Team Leader June 2013 - Present
- Tufts University Alumni Admissions Program, Fairfield County Co-Chair September 2013 - Present
- Connecticut Students for a Dream, College Access Program Mentor August 2012 - Present

Skills and Interests

Languages: Fluent and literate in Spanish

- Tracked participant's progress toward mastering the content, assessment, and instruction competencies.
- Built personal relationships with participants and delivering culturally relevant seminars to help participants make significant gains toward closing the achievement gap in their classrooms.

9th Grade English Language Arts Instructor/ Grade Level Chair

May 2010-September 2011

KIPP Renaissance High School, New Orleans, Louisiana

- Designed a culturally relevant and engaging English curriculum aligned to ACT college readiness standards
- Tracked student growth in reading and language using MAP data, formative, and summative assessments
- Built personal relationships with students outside of the classroom, fostering a mutual investment in their academic and personal development as they climb the mountain to college.

8th Grade English/Language Arts and Marketing Instructor

Lake Pontchartrain Elementary School, Laplace, Louisiana

August 2008- May 2010

- Designed creative and engaging lessons aligned to Louisiana standards
- Set ambitious, yet feasible, goals to invest students in their personal academic growth
- Provided instruction ultimately leading 100% pupils to score basic or above on the LEAP

8th Grade English/Language Arts Instructor

FirstLine Schools, Arthur Ashe Charter, New Orleans, Louisiana

June 2009- July 2009

- Assessed students reading levels and creating strategies for significant growth
- Used data to target areas of growth for individual students
- Provided instruction ultimately leading all students that failed previously to score basic or above on the LEAP

Secondary Mathematics Instructor

Teach For America Summer Institute, Phoenix, Arizona

Summer 2008

- Responsible for developing and implementing five-week summer school curriculum
- Attended six research based courses including: Instructional Planning and Delivery, Elementary Literacy, Classroom Management and Culture, Teaching As Leadership, and Learning Theory

COMMUNITY SERVICE

Chairperson of Delta GEMS (Growing and Empowering Myself Successfully)

June 2009-September 2011

Delta Sigma Theta Sorority, Inc., New Orleans Alumnae Chapter

Youth Counselor and Committee Member

Sixth Baptist Church, New Orleans

September 2009-September 2011

Patrick Michael Ryan, M.B.A.

Education

- **Masters of Business Administration in Non Profit Management**
Roosevelt University, Chicago, May 2012, **GPA: 3.45**
- **Bachelor of Science in Liberal Arts and Sciences Degree, *Political Science Major***
Roosevelt University, Chicago, May 2010, **GPA: 3.62**

Professional Experience

Great Oaks Corps Staff, August 2013- present

Great Oaks Charter High School, 9-11 Hill Street, Newark, NJ

- Managed and evaluated a team of five tutors at high performing charter
- 100% of tutors evaluated as “effective” and “highly effective” by leadership team
- Taught college preparedness class to 9th grade class
- Developed new curriculum for college preparedness class

Match Corps IX Member, August 2012-July 2013

Match Charter Public High School, 1001 Commonwealth Avenue, Boston, MA

- Tutored 6 students daily at high-performing charter where 77% of students are low-income and 92% are African-American or Latino; students ranked #1 in MA for “growth percentile” on MCAS exams
- 100% of tutees earned proficient and highly proficient on MCAS exams
- Secondary role as Administrative Assistant to Academic Resource Department
- Developed goal tracking database to track students’ goal progress via their IEP

Special Education Teacher’s Assistant, Spring 2010-Summer 2012

CICS Northtown Campus, 3900 W. Peterson Avenue, Chicago, IL

- Specialized in one-on-one instruction with freshman special needs students
- 70% of the school is low-income, 80% African-American and Latino
- Responsible for modifying tests and homework based on students’ needs
- School liaison for PSSN Committee (Parents of Students with Special Needs)

Legislative Assistant Intern- Alderman Brendan Reilly’s Legislative Internship Program, Summer 2009-Spring 2010

Alderman Brendan Reilly, 525 W. Huron St, Chicago, IL

- Developed community outreach database to organize constituent support for children’s hospital and the Olympics
- Organized intern recruitment at Loyola University Job Fair to increase the number of interns for summer internship program
- Responsible for constituent correspondence in Precincts 20-25

Achievements and Specialty Training

- Northtown Academy Staff Member of the Month, October 2011
- Non-Violent Crisis Intervention Certified
- Student Senator and Director of Political Affairs, Roosevelt University

****References Available Upon Request**

Nadya Chinoy Dabby
Assistant Deputy Secretary for Innovation and Improvement
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

July 17, 2014

Dear Assistant Deputy Secretary,

I'm writing in support of the Great Oaks Foundation's application to the Office of Innovation and Improvement. As the Chief Executive Officer of the Newark Charter School Fund, I am committed to accelerating sustainable education reform in Newark. In addition to providing funding to the Great Oaks Charter School - Newark, I've had the opportunity to closely observe Great Oaks' impact in the community.

Great Oaks has emerged as a leader in educational outcomes among charters and district schools in Newark. Last year, Great Oaks outscored its district by more than 15 percentage points in literacy and more than 38 percentage points in math on the New Jersey Assessment of Skills and Knowledge. Great Oaks was among the highest performing charters in the state.

In addition to improving educational outcomes for students, Great Oaks is truly a community school. Jared Taillefer, Great Oaks' school leader, has a significant presence in the community, and he and his teachers and tutors have built authentic relationships with parents and community members.

Great Oaks provides an outstanding option for the students of Newark. I encourage the Office of Innovation and Improvement to give this grant application favorable consideration. Please don't hesitate to contact me at [REDACTED] or [REDACTED] if you have any questions.

Best,

[REDACTED]

Mashea M. Ashton
Chief Executive Officer
Newark Charter School Fund



derrell.bradford@nycan.org
www.nycan.org

Derrell Bradford
Executive Director

Nadya Chinoy Dabby
Assistant Deputy Secretary for Innovation and Improvement
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

July 18, 2014

Dear Assistant Deputy Secretary,

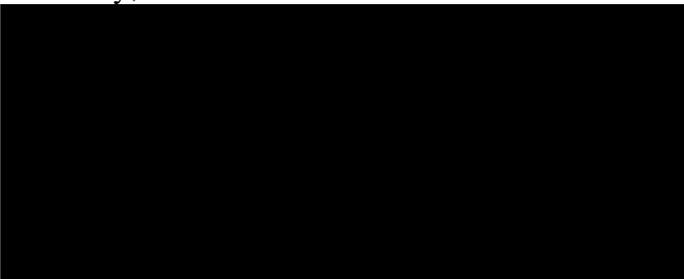
I write in support of the Great Oaks Foundation and its grant application to the Office of Innovation and Improvement's Charter Schools Program. As the Executive Director of NYCAN (the New York Campaign for Achievement Now), I am committed to advocating for every child to attend a great school, and believe that the Great Oaks Foundation offers quality options in the community where it opens schools.

Prior to my role at NYCAN, I served as the Executive Director for Excellent Education for Everyone (E3), a school choice advocacy group in New Jersey. During my tenure at E3, I had the opportunity to learn about Great Oaks' school in Newark, which is producing great outcomes for at-risk students. I was also impressed with the school's innovative tutoring approach.

I am glad that Great Oaks decided to replicate this model in New York City. While we are moving the education reform needle in New York City, Lower Manhattan still has too few great charter options for families. Lower Manhattan is a critical area given the rapid population growth there, particularly among new immigrants. I believe Great Oaks has an important role to play here.

I encourage the Office of Innovation and Improvement to approve Great Oaks' charter application, and would be happy to address any questions you may have.

Sincerely,



Derrell Bradford
Executive Director

Nadya Chinoy Dabby
Assistant Deputy Secretary for Innovation and Improvement
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

July 18, 2014

Dear Assistant Deputy Secretary,

I write to offer support for the Great Oaks Foundation's proposal to the Office of Innovation and Improvement for federal Charter School Program funds.

I serve as the Executive Director of the Delaware Charter Schools Network, an organization that provides advocacy and support for the charter school movement and charter schools in Delaware. The Network educates the public about charter schools, provides assistance to existing Delaware charter schools and those yet to open, and serves as a voice for the state's charter schools at the state and national level.

Children living in Wilmington have little school choice and most attend failing schools. I've had the opportunity to meet many times with the Great Oaks Foundation team, and have read their charter application. I can say with confidence that the Great Oaks Foundation is well-positioned to launch a high-quality school in downtown Wilmington.

Please accept my enthusiastic endorsement of the Great Oaks Foundation's application to the Office of Innovation and Improvement. Do not hesitate to contact me at [REDACTED] or via email at [REDACTED] if I can be of further assistance.

Sincerely,

[REDACTED]
Kendall Massett
Executive Director

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: DEC 13 2011

GREAT OAKS FOUNDATION INC
C/O MICHAEL T DUFFY
72 E 93RD ST
NEW YORK, NY 10128

Employer Identification Number:
27-5281234
DLN:
101211070
Contact Person:
ROXANNE M HAYTHORN ID# 52416
Contact Telephone Number:
[REDACTED]
Accounting Period Ending:
June 30
Effective Date of Exemption:
February 8, 2011
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a private foundation within the meaning of section 509(a) of the Code. You are required to file Form 990-PF annually.

Please see enclosed Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

[REDACTED]
Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-PF

Letter 1076 (DO/CG)

**Great Oaks Foundation
Schools Operated by Applicant**

Planned and current schools operated by the Great Oaks Foundation include:

Great Oaks Charter School - Newark (GO-NWK)

Opening Year: 2011

Grade Levels (SY14-15): 6-10

Location: 24 Maiden Lane, Newark, NJ 07102

Charter Information: Charter authorized by the New Jersey Department of Education

Great Oaks Charter School - New York City (GO-NYC)

Opening Year: 2013

Grade Levels (SY14-15): 6-7

Location: 1 Monroe Street, New York, NY 10002

Charter Information: Charter authorized by the New York State Education Department - Board of Regents

Great Oaks Charter School - Bridgeport (GO-BPT)

Opening Year: 2014

Grade Levels (SY14-15): 6

Location: 510 Barnum Avenue, Bridgeport, CT 06608

Charter Information: Charter authorized by the Connecticut State Department of Education

Great Oaks Charter School - Wilmington (GO-WIL)

Opening Year: 2015

Grade Levels (SY14-15): N/A

Location: 1200 North French Street, Wilmington, DE 19801

Charter Information: Charter authorized by the Delaware Department of Education

Great Oaks Foundation Student Achievement

Over the past three years, the Great Oaks Foundation has significantly increased student academic achievement and attainment for students. In addition to presenting absolute scores, New Jersey calculates Student Growth Percentiles (SGP) to measure student growth from one year to the next. GO-NWK made substantial gains on the NJASK from 2012-2013; GO-NWK made substantial gains on the NJASK from 2011-2012 to 2012-2013. Of 65 district and charter schools, GO-NWK tied for the 9th highest average SGP in Math and Language Arts and ranked 4th among Newark's charter schools. Of the 87 charter schools in the state of New Jersey, Great Oaks' growth percentage on Math ranked second.

The three charter schools that outperformed GO-NWK were Discovery Charter School (founded 1999), North Star Academy (founded 1997) and University Heights Charter School (founded 2006) all have long and impressive track records of success. We are proud to be in the same ranks as schools that have had many years to hone their academic models.

Furthermore, only Discovery (Grades 4-8) and North Star (Grades K-12) serve middle school students. Unlike GO-NWK, which takes in students at the 6th grade - many of whom have significant educational deficits - Discovery and North Star have several years to bring their students up to grade level. Despite the fact that the majority of our 6th graders come to us from failing elementary schools, GO-NWK is still ranked among these top-performing schools.

Over the last three years there have not been significant gaps achievement gaps between any of the subgroups of students described in section 1111(b)(2)(C)(v)(II) of the ESEA at any of the Great Oaks Charter Schools. GO-NWK is the only Great Oaks

Great Oaks Foundation Student Achievement

school with state test results. Not only are there no achievement gaps between subgroups, GO-NWK's Black and Latino students¹ are outperforming their District and State counterparts.

ELA Proficiency Rate - 2013									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	55.7%	20.0%	49.4%	43.6%	47.7%	66.1%	26.7%	40.1%	35.0%
7	50.0%	68.2%	55.6%	42.0%	47.0%	65.2%	24.1%	39.5%	33.4%
8	61.0%	N/A	64.6%	63.6%	70.9%	81.9%	47.0%	37.9%	56.0%

Math Proficiency Rate - 2013									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	90.0%	93.3%	90.6%	59.1%	68.1%	78.8%	42.8%	60.1%	33.2%
7	57.5%	77.3%	63.5%	37.5%	48.1%	63.6%	21.1%	41.1%	33.2%
8	68.3%	N/A	70.8%	44.0%	56.0%	69.3%	32.7%	48.7%	42.4%

ELA Proficiency Rate - 2012									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	38.1%	52.9%	43.4%	38.8%	46.9%	64.5%	24.4%	43.2%	34.5%
7	27.8%	N/A	29.5%	36.8%	42.8%	61.0%	21.4%	34.9%	29.6%

Math Proficiency Rate - 2012									
Grade	GO-NWK - AA	GO-NWK - L	GO-NWK - ALL	NJ - AA	NJ - L	NJ - ALL	Newark-AA	Newark-L	Newark - ALL
6	61.9%	82.4%	68.4%	56.7%	68.5%	78.8%	41.3%	65.1%	54.0%
7	33.3%	N/A	34.4%	37.0%	47.7%	63.2%	22.5%	41.7%	34.1%

In just a few years, the Great Oaks Foundation has built a strong track record of success. While GO-NWK **outperformed its home district, Newark Public Schools by 4.4 percentage points in literacy and 7.4 percentage points in math** in its first year, our absolute scores were not as strong as we hoped. ¹ That year (SY 11-12), the school enrolled 6th and 7th graders. Great Oaks students – particularly the 7th graders – did not perform as well as expected. These results drove conversations at the school and network about changing the model to guarantee that students are equipped to meet our high expectations. One takeaway was to start smaller; most of our 7th graders came to us from failing middle schools and required intense remediation. While the 6th graders

¹ Please note that GO-NWK does not currently serve any White or Asian students. The school is 82% African American and 18% Latino. While GO-NWK did serve Latino 7th graders in Year 1 and Latino 8th graders in Year 2, the NJASK does not publish data for very small cohorts in order to protect individual student privacy.

**Great Oaks Foundation
Student Achievement**

needed remediation as well, by the time they took the 7th grade tests a year later they had the benefit of 1.5 years of Great Oaks’ rigorous academic program. Additionally, opening with two grades made it more difficult to build a cohesive school culture, further affecting student performance in Year 1. This experience led us to open future schools with 6th grade only and grow one grade level at a time.

Last year, GO-NWK outperformed its home district, Newark Public Schools, by **15.1 percentage points in literacy** and **38.7 percentage points in math** on the standardized NJASK State Assessment. Across the state of New Jersey, only 35.5% of public school students are eligible for free and reduced-price lunch². Despite the fact that GO-NWK serves a predominantly economically disadvantaged population (80% are eligible for free and reduced-price lunch), last year our students performed within five percentage points of the State on the NJASK. Furthermore, **GO-NWK’s students outperformed New Jersey’s similarly economically disadvantaged students by 13.1 percentage points.**

ELA Proficiency Rate - 2013				
Grade	GO-NWK	NJ	NJ ED	Newark
6	49.4%	66.1%	45.3%	35.0%
7	55.6%	65.2%	43.4%	33.4%
8	64.6%	81.9%	67.3%	56.0%

Math Proficiency Rate - 2013				
Grade	GO-NWK	NJ	NJ ED	Newark
6	90.6%	78.8%	64.8%	33.2%
7	63.5%	63.6%	43.6%	33.2%
8	70.8%	69.3%	51.3%	42.4%

² New Jersey Department of Education, July 1, 2011-June 30, 2012.

Great Oaks Foundation Student Achievement

Early interim assessment results demonstrate that Great Oaks Charter School - New York City (GO-NYC) is a high-performing school. As GO-NYC awaits the state test scores, the best indicator for progress is how students performed on the final Achievement Network (ANet) assessment of the year. Recent data show:

- On the 4th Interim, GO-NYC tied for **2nd in the Network in ELA** (8% above average) and **1st in the Network in Math** (21% above average);
- **Students with IEPs** outperformed the Network in every Math standard and all but 2 ELA standards;
- Across the year, GO-NYC students grew **14.2% in Math** and **19.1% in ELA**; and
- Their growth was **5th highest** in the network in Math and **2nd highest** in ELA.

CHARTER SCHOOLS PROGRAM – REPLICATION & EXPANSION GRANTEE ASSURANCES

As the duly authorized representative of the grantee, I certify that the grantee has submitted to the Secretary, or will submit within 30 days of the date of the Grant Award Notification, the following items:

- 1) All items described in section V (Application Requirements) of the Notice Inviting Applications for New Awards for Fiscal Year 2012, published in the Federal Register on;
- 2) Proof that the grantee has applied to an authorized public chartering authority to operate each charter school and provided to that authority adequate and timely notice, and a copy, of this application;
- 3) Proof of the grantee’s non-profit or not for-profit status;
- 4) A statement as to whether the charter school the applicant is proposing to replicate or expand currently receives, or has previously received, funding for this program either through a State subgrant or directly from the Department;
- 5) A description of how a charter school that is considered a local educational agency under State law, or a local educational agency in which a charter school is located, will comply with sections 613(a)(5) and 613(e)(1)(B) of the Individuals with Disabilities Education Act;
- 6) A description of the State or local rules generally applicable to public schools that will be waived for, or otherwise not apply to, the charter schools the applicant proposes to create or expand; and
- 7) Such other information and assurances as the Secretary may require.

As the duly authorized representative of the grantee, I also certify to the following assurances:

- 8) That the grantee will annually provide the Secretary such information as the Secretary may require to determine if the charter schools created or expanded under this grant are making satisfactory progress toward achieving the objectives described in 5203(b)(3)(C)(i);
- 9) That the grantee will cooperate with the Secretary in evaluating this program;
- 10) That the grantee will use the funds to replicate or expand a high-quality charter school in accordance with the requirements of the CSP;
- 11) That the grantee will ensure that a charter school that receives funds under this program will not receive funds for the same purpose under section 5202(c)(2) of the ESEA, including for planning and program design or the initial implementation of a charter school; and
- 12) That the State will grant waivers of State statutory or regulatory requirements, and a description of the State or local rules, generally applicable to public schools, that will be waived for, or otherwise not apply to, the schools the applicant proposes to replicate or expand.

Michael Bruce Duddy
 NAME OF AUTHORIZED OFFICIAL


 SIGNATURE OF AUTHORIZED OFFICIAL

Great Oaks Foundation
 APPLICANT ORGANIZATION

President
 TITLE

7/21/14
 DATE

7/21/14
 DATE SUBMITTED

GO WILMINGTON: SETTING THE STAGE



By: Patrick M. Ryan

Great Oaks Charter School - Wilmington: The First 60 days

Strategic Plan

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GO WILMINGTON: SETTING THE STAGE

Executive Summary

The date is August 13th, 2015, and the Great Oaks Foundation is preparing for the grand opening event of its Wilmington school. Accomplished teachers, an enthusiastic Tutor Corps and ambitious leaders have found a home in the First State.

To ensure that we arrive at our August 13th goal, the Great Oaks Foundation has thoughtfully mapped our journey to opening Great Oaks Charter School – Wilmington (GO-WIL).

GO-WIL's end goal of recruiting 200 students depends on our ability to make connections with various stakeholders. The first task is to build a network within the Wilmington community, establishing GO-WIL as a neighbor within the locality. We see this as our greatest challenge in the coming year, and will dedicate significant time and resources to student recruitment.

GO-WIL has several strengths working in our favor. Proposed Founding Executive Director, Kia Childs, has roots in the Wilmington community. Our board will be a resource in connecting us with various businesses and community organizations. The Tutor Corps model instantly sets us apart from other schools, and becomes a go-to talking point when introducing GO-WIL to the community. As we are working more than a year in advance, the team can set goals, confident in having enough time to accomplish them. Finally, the Great Oaks Foundation team has experience opening high-performing charter schools. These strengths work together and create a synergy that propels us towards the ultimate goal of enrolling two hundred students in our inaugural year.

Mapping out our objectives and activities requires us to recognize the journey we will be taking alongside parents. Our goal is not just to enroll 200 students, but also, to transport parents from not knowing anything about GO-WIL, to recognizing our name, believing in our mission and model, and enrolling their student in our school. Our activities and objectives work together to move parents along the spectrum – from not having heard of us to enrolling their children.

Beginning this work by hiring a Launch Director during the summer of 2014 is essential because it lays the groundwork for all operations during the launch year. The Launch Director's campaign will start with a full-scale blitz on the city. He will knock on doors, shake hands, and hold daily meetings with community leaders, which will allow us to hear the community's current perspective on public education, disseminate our message, and network with other organizations. Juxtaposed to our door-to-door campaign, the Launch Director will attend community events every evening, as well as host events to share information about our school. Our message will be enhanced through our presence on social media; GO will track the progress of its community engagement through Twitter, Instagram, Facebook, and the "GO-WIL" blog. We will track our communications with parents diligently, by connecting with parents within forty-eight hours of initial contact, and then maintaining those connections with monthly check-ins. We want to be by the parent's side throughout the process, from initial interest to enrollment. Past and present Great Oaks teachers and tutors can support our efforts by reaching out to perspective parents via email and phone. Advertisements will also be a key component as we begin to

GO WILMINGTON: SETTING THE STAGE

build a brand in the city. In addition to advertisements, GO-WIL will utilize direct mail to reach our target population. GO-WIL will take every opportunity to share our message and vision with the community.

The task at hand is a large one, but our resolve for closing the achievement gap can exceed even the most daunting of obstacles. We will work together with the community to open a high performing charter school in Wilmington.

GO WILMINGTON: SETTING THE STAGE

Competitive Advantage: GO-WIL is uniquely positioned to have an immediate impact on the Wilmington community. Our main attribute – high dosage tutoring – coupled with our rigorous college prep curriculum, and focus on relationships, sets GO-WIL apart from other schools in the area. Our ability to provide students with two additional hours of individualized instruction is our strongest selling point.

Mission: Through face to face interactions, direct marketing, and community engagement, GO-WIL will develop relationships that allow the school to reach its goal of enrolling 200 students in the inaugural 6th grade class.

Vision: By the Fall of 2014 (one year before the school opens), GO-WIL will be a key player in the Wilmington community, on our way to enrolling our inaugural class of 200 6th graders—the class of 2026.

Values: Drawing from the values Great Oaks instills in its students, the Launch Director will achieve GO-WIL's mission by staying true to three key values:

1. Listen first, speak second: We are a new member of the Wilmington community. We must establish a reputation as a team player. We achieve this by listening first – hearing stories – and speaking second.
2. Building **and** Maintaining Personal Relationships: The best way to build trust and continuity is through consistency and visibility. GO-WIL will take every opportunity possible to interact with the community face to face. Once we make those connections, we will build relationships and sustain connections through our communications web.
3. Mission Passion: We are relentlessly dedicated to preparing scholars for success in college and beyond. Our organizational mission must shine through in everything we do. Language and talking points must be fluid and coherent among staff members, so that the community is hearing a unified, consistent message.

GO WILMINGTON: SETTING THE STAGE

SWOT Analysis and Target Market Profile

<p>Strengths:</p> <ul style="list-style-type: none"> • Community connections (Kia) • Track record (Match and GO-NWK/NYC) • Tutor Corps model • Alumni network • '14-'15 launch year to prepare for Fall 15 opening • Great Oaks Foundation team (Michael, Christina, Jean) 	<p>Weaknesses:</p> <ul style="list-style-type: none"> • No physical space (yet) • Charter school misinformation • Community unfamiliarity w/ Tutors Corps model • Rookie in Wilmington • Only recruiting for 6th grade in year 1
<p>Opportunities:</p> <ul style="list-style-type: none"> • Strategic community partnerships • Summer interns • K-5 back filler school • Brand building • Community Education Building • Partnerships with local universities (UPenn, Temple, UD, Drexel, DSU) 	<p>Threats:</p> <ul style="list-style-type: none"> • Highly saturated marketplace • Community leaders • Lack of community engagement • Issues with facility location • People power

From the GO-WIL charter application: “Across these four districts, slightly more than half of students are low-income, 13% are Special Education and the average percentage of ELL is 8%. Based on the demographics of students attending Wilmington schools, we anticipate that approximately 58.3% of students will be African- American, 22.5% will be white, 13.8% will be Hispanic/Latino, 4.4% will be Asian, and 1% will be Other. Looking at fifth grade student achievement in Wilmington, we predict that a large percentage of our target population will enter the 6th grade with significant educational deficits in reading and math.”

GO WILMINGTON: SETTING THE STAGE

From "I don't know GO" to Enroll: Activities Along the Parent Decision Spectrum			
"I don't know GO" →	"I know GO" →	"I believe in GO" →	" I want to enroll in GO"
GO walks Wilmington	GO walks Wilmington	Go walks Wilmington	Community Meetings
Social Media/Online	Social Media/Online	Social Media/Online	Tutor Panel
Marketing	Constant Contact	Constant Contact	Immersion Event
Direct Mail	Community Events	Community Events	Tutor Blitz
	Marketing	Tutor Blitz	
	Direct Mail	Tutor Panel	

Strategic Objectives and Goals

1. **GO Walks Wilmington:** During the first sixty days, the GO launch team will go door to door in every district, pass out literature, and listen to the community – ultimately collecting between 300-400 community contacts, with 50-75 of them being households with a student currently in the 5th grade. This activity lays the groundwork for our summer outreach by making first-contact with key stake-holders.

Walking Plan	end June
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2. **Social Media/Online Presence:** The GO launch team will establish an online and social media presence by establishing accounts on Facebook, Instagram, and Twitter. Given our target population, social media is an effective tool to reach out to the parents of this population. Once profiles are established, the launch team commits to maintaining a continued presence. Blog entries will be made weekly, while posts on Instagram and Twitter will be up daily. The team will also develop and maintain a weekly video blog to document progress during year 1.

Establish Accounts	early June
Weekly/Daily Posts	early July
Blog launch	early July

3. **Constant Contact and Follow up:** GO will create a communications web by maintaining constant contact with community members. Each household contact will be categorized into one of three "buckets": not interested, on the fence, and interested. Families who are considered "on the fence" or "interested" will receive a follow up phone call within forty-eight hours. After the initial contact and phone follow-up, GO will maintain a relationship by communicating monthly through a monthly phone call and newsletter. The newsletter allows us to keep perspective parents up to date on any progress, while the phone calls allow us to track the parent through the process, and answer any questions they may have. Monthly phone calls will be made around the second Friday of every month, and the newsletter will be sent out at the end of every month. A GoogleDoc will be used, so the team can take notes for each call. GO will utilize its alumni – former tutors and teachers – to help supplement communications. GO has a list of

GO WILMINGTON: SETTING THE STAGE

twenty volunteer tutors and teachers who are willing to perform follow up phone calls with families.

Newsletter Template Created	mid-June
Launch Phone Calls (monthly)	early july
Launch/Mail Newsletter	end of July

4. **Community Events:** GO Launch Team will attend/host five community events per week. In tandem with the walk through the city's districts, GO will engage the community through direct interaction at these events. GO will maintain a regular presence at recreation centers, transportation hubs, grocery stores, and community meetings.

5. **Kia Childs, Executive Director:** Kia will remain at GO-NYC for most of the launch year – spending another year in her position as Dean of Students. However, Kia will be a key player in our community meetings and interactions. We must utilize her strategically – finding opportunities for her to meet with key stakeholders, and capitalize on her pre-existing relationships.

5 events a week	Early July
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6. **Tutorial for Parents:** In addition to regular community engagement, GO-WIL will also host three special events during Summer 2014:

Tutor/Teacher/Parent Panel: GO will host an immersion panel. The purpose of this panel is to give perspective parents the opportunity to gain insight into GO-WIL's culture and operations.

GO-WIL Simulation Event: An obstacle facing GO-WIL is the community's unfamiliarity with the Tutor Corps model. GO-WIL will host a School Day Simulation. The event will include a video montage of a typical school day, including tutorial. Included in the event will be a fifteen minute tutorial simulation.

Tutor blitz: Utilizing our alumni network, a small group of former tutors and teachers will canvas the community – handing out flyers and taking down contacts.

First two month's events scheduled	mid-June
Immersion plan/logistics	mid- July
Simulation plan/logistics	mid-august
Immersion Panel	early August
Simulation Event	early September

GO WILMINGTON: SETTING THE STAGE

7. **Marketing Plan:** GO-WIL will strategically implement a marketing plan to cultivate a brand within the city. The team will show the promotional video, shown at the first community meeting, to potential stakeholders. The use of brochures and flyers will allow the team to get the pertinent information directly into the hands of community members. Finally, large scale advertising – such as billboards and bus stop signage – will be implemented wherever possible to build our brand in Wilmington. Thinking of a potential partnership with a local small business, the proposed Launch Director reached out to Blueprint Media, who executed mock-up advertisements

Direct Mail: GO will utilize direct mail to reach our target market. Marketing firms charge anywhere between \$1,000-\$2,000 for contact lists. However, the return on investment is extremely low. GO-WIL will cultivate relationships with key community organizations, exchanging resources – such as contact lists – and using those lists to reach out to our target population.

Marketing plan submitted	mid-June
Direct Contact Materials Printed	early July
Press release rough draft	early July

8. **Tutor outreach:** GO-WIL will launch efforts to recruit tutors, and network with local universities – attending career fairs and speaking in classrooms. Given the city’s proximity to major metropolises, GO-WIL will have access to an elite group of soon to be college-graduates. The proposed Launch Director has coordinated ten volunteer former tutors who will make phone calls to interested candidates. Interested candidates will be linked to the communication web, with consistent communication and subscription to the newsletter.

Recruitment schedule finalized	early July
Recruitment literature finalized	early July

GO WILMINGTON: SETTING THE STAGE

Mock Daily Schedule

Activity	Time Frame
Canvassing at the train station	7:30-9:30
Phone calls to local leaders and community organizations	10:00-12:00
Social media updates and maintenance	12:00- 1:30
Community meeting	2:00- 3:00
Door to Door canvassing	3:00-5:30
Community Event/Grocery store canvassing	6:00-7:00
Preparing for next day/ updating contact database/phone calls	7:00-9:00

Activity Trade-off

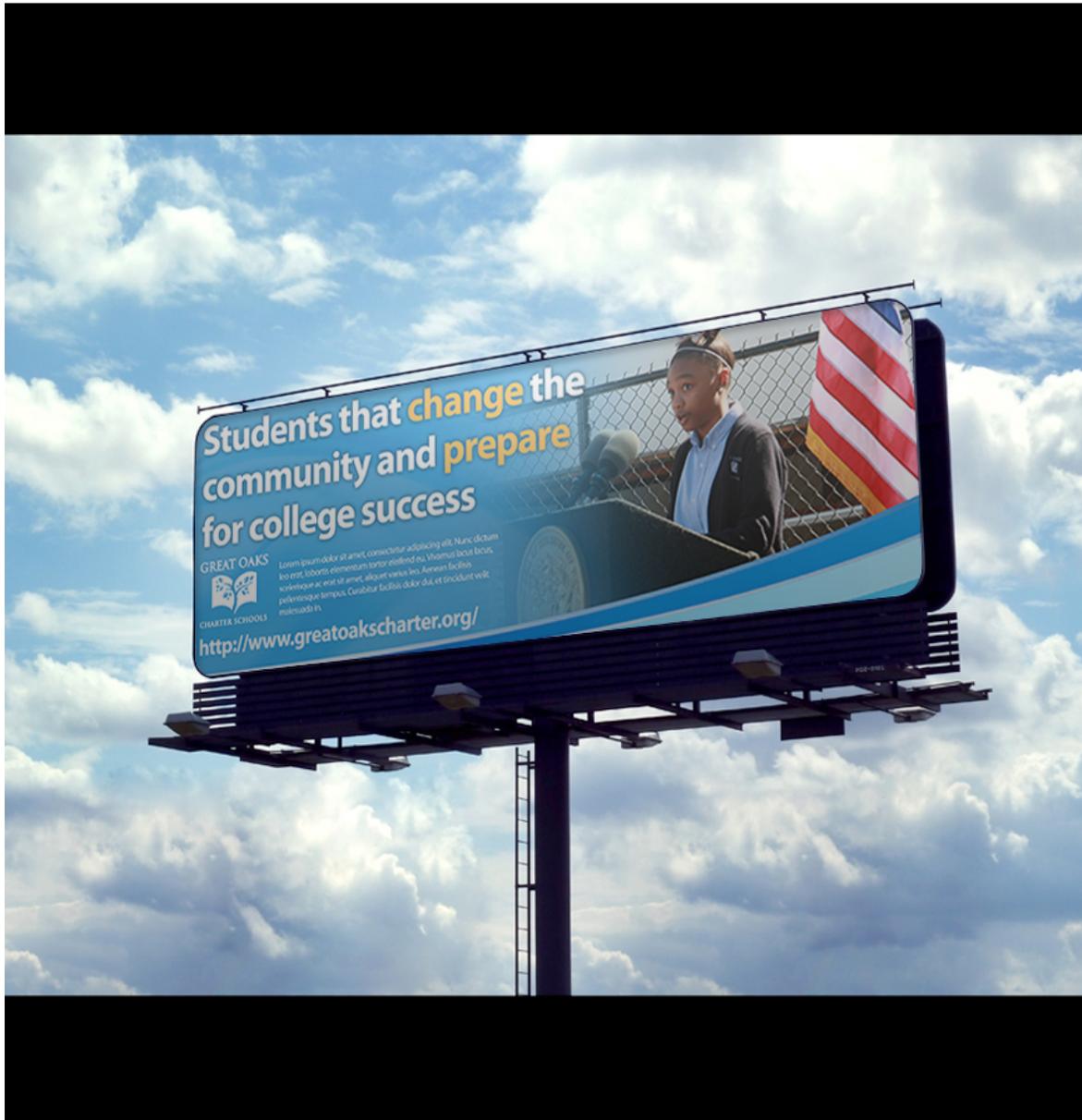
1. Wilmington Walk: **Efficiency- low/ Effectiveness- high**
 - Face to face interactions are our best tool to move parents along the decision spectrum. Walking the city is not the most efficient use of resources, but the connections we will make are worth the trade off. To increase efficiency, we will focus our door to door campaign during hours when residents are most likely to be at home. Later on, it may be more effective to purchase a targeted list from a marketing firm so that we can better focus our campaign.
2. Social Media/Online Presence: **Efficiency- high/ Effectiveness- medium**
 - Our social media campaign is an efficient way to spread our message, as we are able to reach families at small cost to ourselves. Effectiveness depends on how active we are. To make this campaign effective, we must consistently update our blog/pages. The more aggressive we are with posting, the more attention we will have among our social media followers.
3. Constant Contact/Follow-Up: **Efficiency-medium/Effectiveness-high**
 - The communications web we build with the community – especially with families and community leaders, will be essential in moving them along the decision spectrum. We have to be diligent and consistent with our phone calls. Our effectiveness will increase by occasionally utilizing our alumni network to add a different voice to phone calls.
4. Community Events/Canvassing: **Efficiency-high/Effectiveness-medium**
 - Attending community events is an efficient activity, because we could potentially monopolize prearranged audiences. To increase our effectiveness, we need to focus on events that are likely to have parents from our target population. The further we move along in the process, the better idea we will have of what events are the best to attend.
5. Tutorial for Parents/GO-WIL Hosted Events: **Efficiency-high/Effectiveness-high**
 - Our GO hosted events are our best opportunities to move parents along to the last two stages of the decision spectrum. These events are only effective if families attend, so a great deal of planning and turn-out efforts must take place.
6. Marketing Plan: **Efficiency-high/Effectiveness- medium**

GO WILMINGTON: SETTING THE STAGE

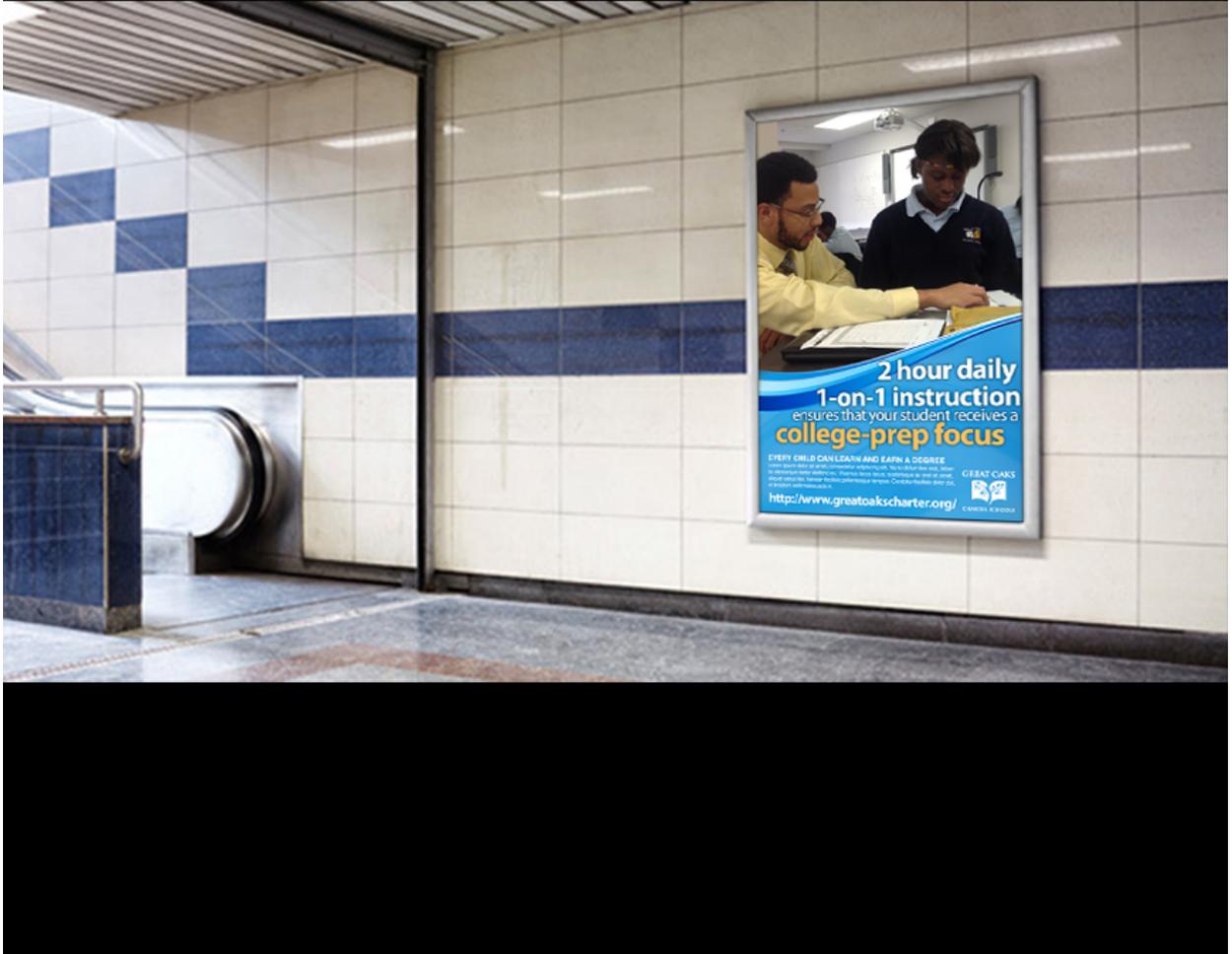
- The marketing plan will increase GO-WIL's visibility in the community. To increase the plan's effectiveness, we must strategically place our advertisements, and ensure they are designed to reach a wide array of families.

Building a Wilmington Brand – Advertising Inspirations

(Pictures courtesy of Blue Print Media Design Group)



GO WILMINGTON: SETTING THE STAGE



GO WILMINGTON: SETTING THE STAGE







GO WILMINGTON: SETTING THE STAGE

Facilities Student Recruitment
Human Resources Compliance

Task	Start Date	Completion Date	Responsible Party	Connected 60 day activities
Hold first Board meeting and ratify bylaws	4/15/14	4/15/14	Board of Trustees	
Hire Principal	4/15/14	6/30/14	Board of Trustees	
Execute Director of Operations Search Plan	4/15/14	6/30/14	Board of Trustees/Principal	
Secure facility	5/1/14	6/30/14	Board of Trustees	
Write the Student Application for Admission	6/1/14	7/30/14	Board of Trustees	
Hire Director of Operations	7/1/14	7/1/14	Board of Trustees/Principal	
Create student recruitment plan and materials	7/1/14	9/30/14	Principal/DOO	
Execute admin team search plan	7/1/14	12/31/14	Principal	
Distribute Policies from the Charter Application to Board and employees	7/1/14	7/1/14	Principal	
Develop the school's fiscal policies	8/1/14	9/1/14	DOO	
Obtain federal tax exempt status	9/1/14	11/1/14	DOO	
Establish a payroll system	10/1/14	12/1/14	DOO	
Recruit students from Greater Wilmington area	11/1/14	8/15/15	Principal/DOO	
Distribute job descriptions and solicit resumes for teachers, leadership, support staff	11/1/14	4/1/14	Principal	
Draft and approve employee handbook	11/1/14	1/1/15	Board of Trustees/Principal	
Conduct phone and in-person interviews	12/1/14	5/1/15	Principal	
Finalize lease negotiations and execute building lease	2/1/15	6/1/15	DOO	
Write, print and distribute the student handbook, including disciplinary policies, school calendar and schedule, uniform policies and other key information	2/1/15	5/1/15	Principal	
Establish a billing system for school districts	2/1/15	4/1/15	DOO	
Salary negotiations and offer letters finalized	2/1/15	2/1/15	Principal	
Conduct lottery if needed	2/1/15	2/1/15	Principal	
Notify parents and guardians of the results of the lottery	2/2/15	2/2/15	Principal	
Obtain Certificate of Occupancy and any other required permits	3/1/15	6/1/15	Principal	
Secure all students' IEPs and academic records	3/1/15	7/30/15	Principal	
Contract with related service providers	4/1/15	6/1/15	Principal	
Request student records from students' former districts	5/15/15	7/1/15	Principal	
Prepare school calendar and distribute to families	6/1/15	7/1/15	Principal	
Purchase classroom furniture, instruction supplies, textbooks, technology	6/15/15	8/1/15	DOO	
Recruit and hire school nurse	6/15/15	8/1/15	Principal	
All fingerprints and background checks for staff completed	7/1/15	8/15/15	Principal	
Prepare class schedules and distribute to teachers	7/1/15	8/1/15	Principal	

GO WILMINGTON: SETTING THE STAGE

Finalize school food contracts	7/1/15	8/1/15	DOO	
Finalize transportation arrangements	7/1/15	8/1/15	DOO	
Revise and enhance the school's FOIL policy to make it a working policy, including drafting of FOIL regulations, required lists and notice, and post notice	7/1/15	7/15/15	Principal	
Create life safety procedures and train teachers accordingly	7/1/15	8/15/15	DOO	
Finalize school safety plan and submit to CSDE	7/1/15	8/15/15	DOO	
Write a plan and procedures to control access to the building	7/1/15	8/15/15	DOO	
Hire necessary security personnel, if needed	7/1/15	8/15/15	Principal	
Verify immunization status of all incoming students	7/15/15	8/15/15	DOO	
Set up separate locked storage for students' academic and health records	7/15/15	8/1/15	DOO	
Write the school's FERPA policy and give annual notice to families regarding the school's FERPA policy	7/15/15	8/1/15	DOO	
Create building signage for exits, traffic flow	7/15/15	8/15/15	DOO	
Hold student registration events	7/29/15	8/23/15	Principal	
Purchase defibrillators and train staff	8/1/15	9/1/15	DOO	
Set up student files with proper FERPA protections and procedures	8/1/15	9/1/15	DOO	
Purchase required food/beverage storage equipment, in accordance with school food vendor requirements	8/1/15	8/15/15	DOO	
Set up a process for the distribution and collection of forms for free and reduced price lunch, and for collection of lunch funds, including internal controls	8/1/15	8/15/15	DOO	
Develop health services plan	8/1/15	8/15/15	Principal	
Develop a medications administration plan	8/1/15	8/15/15	Principal	
Teacher orientation and curriculum development	8/5/15	8/23/15	Principal	
Tutor orientation and training	8/12/15	8/23/15	Principal	

GO WILMINGTON: SETTING THE STAGE

Parent Name	Contact Info	Don't Know GO	Know GO	Believe in GO	Enroll in GO
Parent 1	[REDACTED]	*			
Parent 2	[REDACTED]			*	
Parent 3	[REDACTED]		*		
Parent 4	[REDACTED]	*			
Parent 5	[REDACTED]			*	
Parent 6	[REDACTED]				*
Parent 7	[REDACTED]			*	
Parent 8	[REDACTED]	*			
Parent 9	[REDACTED]	*			

To track parents progress through the decision making spectrum, GO-WIL will use a tracking board – moving a star along each stage of the spectrum. Not only will this increase the personal investment in these relationships, but the board stands as a daily reminder of where we need to focus our intention on in regard to moving parents along.

Academic and Business Services Agreement

By and Between

The Great Oaks Foundation

And

Great Oaks Charter School – Bridgeport

This academic, tutor & business services agreement (the “Agreement”) is made and entered into as of May 23, 2014 (the “Effective Date”) by and between The Great Oaks Foundation, a New York not-for-profit corporation (“the Foundation”), and Great Oaks Charter School – Bridgeport, an CT education corporation (the “School,” and the School together with the Foundation, each a “Party” and collectively the “Parties”).

Whereas, the Foundation is an organization with the qualifications, experience, and expertise necessary to effectively support charter schools;

Whereas, the Authorizer (as defined below) granted the School authority to operate a charter school;

Whereas, the School is entering into this Agreement with the Foundation in order to facilitate its meeting its obligations under the Charter Contract (defined below), especially its commitment to providing a high-quality education for its students;

Whereas, tutoring is an essential element of the Great Oaks approach to promoting student achievement; and that working collaboratively through the Foundation in cooperation with other Great Oaks schools to recruit and screen prospective tutor candidates will accrue to the benefit of all Parties;

Whereas, it is the Parties’ intention to create a relationship based on trust, common educational objectives, and clear accountability, through which they will work together to bring educational excellence to the School;

Whereas, the Parties desire to enter into a written agreement to set forth the terms and conditions of their agreement;

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

1. DEFINITIONS

“Agreement” has the meaning set forth in the recitals.

“Authorizer” means the Connecticut State Department of Education.

“Board of Trustees” means the Board of Trustees of the School.

“Charter Contract” means the School’s contract with the Authorizer, which authorizes the Board of Trustees to organize and operate the School, and which includes the final charter application.

“Effective Date” has the meaning set forth in the recitals.

“Facility” means a building or other structure of sufficient size to house the actual and anticipated enrollment level of the School, suitable for use by the School, and meeting the requirements of all applicable building codes, zoning ordinances and laws, environment laws and regulations, the Charter Contract, and all other laws and regulations applicable to the operation of the School.

“FASB” means the Financial Accounting Standards Board.

“Foundation” has the meaning set forth in the recitals.

“Foundation School Model” means the school model based on the Foundation’s educational approach, described in the Charter Contract.

“GAAP” means generally accepted accounting principles.

“Party” and “Parties” have the meaning set forth in the recitals.

“Executive Director” means the employee of the School responsible for the day-to-day academic program of the School.

“Proprietary Information” means all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed in whole or in part by the Foundation, its employees, agents, or subcontractors.

“Regulatory Authority” means any United States federal, State, or local government, or political subdivision thereof, any authority, agency, or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory, or taxing authority or power, any court or tribunal (or any department, bureau, or division thereof), any arbitrator or arbitral body, or any similar body.

“Reimbursement Payment” means reimbursement payments for certain expenses incurred by the Foundation on behalf of the School.

“Non-Competitive Public Revenue of the School” means revenue derived from federal and State funds provided for a charter school, on a per pupil basis.

“School” has the meaning set forth in the recitals.

“State” means Connecticut.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Foundation

The Foundation represents and warrants as follows:

- (a) Organization and Status. The Foundation is a non-stock, not-for-profit corporation duly organized under the laws of the State of New York, with the purpose and legal ability to contract to provide educational management services. The Foundation shall notify the School of any change in its corporate status. The Foundation shall not change its corporate status such that this Agreement is materially affected.
- (b) Authority. The Foundation is authorized to do business in the State. The Foundation has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of the Foundation, enforceable against the Foundation in accordance with its terms.
- (c) Litigation. There is no suit, claim, action, or proceeding now pending or, to the knowledge of the Foundation, threatened before any Regulatory Authority to which the Foundation is a Party which may result in any judgment, order, decree, liability, award, or other determination which will or may reasonably be expected to have a material adverse effect upon the Foundation. No such judgment, order, decree, or award has been entered against the Foundation, which has, or may reasonably be expected to have, such effect. There is no claim, action, or proceeding now pending or, to the knowledge of the Foundation, threatened before any Regulatory Authority involving the Foundation which will or may reasonably be expected to prevent or hamper the performance of the agreements of the Foundation contemplated by this Agreement.
- (d) Ability. The Foundation, its personnel and subcontractors, being employed and/or used, or to be employed and/or used, by the Foundation, for the performance of its obligations hereunder are qualified, experienced, and have expertise to carry out the management services provided for herein with all necessary professional skill, care, and diligence.

- (e) Ownership of Proprietary Information, and the Foundation School Model. The Foundation is the owner of and has the right to use and license to the School, or permits the School to use, as provided herein, the Proprietary Information that will be made available to the School and the Foundation School Model, and such ownership, use, or license does not infringe upon the rights of any third party.
- (f) Conduct of the Foundation. The Foundation has materially complied, and at all times during the Term will materially comply, collectively, with all local, State, and federal laws and regulations that are applicable to the Foundation, which include, but are not limited to the Internal Revenue Code, the non-profit corporation law of Connecticut and the Act. The Foundation has maintained and will maintain adequate records of the activities and decisions of the Foundation to ensure and document compliance with all such laws and regulations.

2.2 Representations and Warranties of the School

The School represents and warrants as follows:

- (a) Organization and Tax Exempt Status. The School is, and at all times during the Term will be, an education corporation duly organized under the laws of Connecticut, with the purpose and legal ability to contract to operate a charter school and to contract for education management services. The School shall not change its status such that this Agreement is materially affected.
- (b) Authority. The School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the School, enforceable against the School in accordance with its terms.
- (c) Litigation. There is no suit, claim, action, or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority to which the School is a Party and which may result in any judgment, order, decree, liability, award, or other determination which will or may reasonably be expected to have a material adverse effect upon the School. No such judgment, order, decree, or award has been entered against the School, which has, or may reasonably be expected to have, such effect. There is no claim, action, or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority involving the School, which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.
- (d) Conduct of the School and the Board of Trustees. The School has materially complied, and at all times during the Term will materially comply, collectively, with all local, State, and federal laws and regulations that are

applicable to the School, which include, but are not limited to the Internal Revenue Code, the non-for-profit corporation law of Connecticut, the open records and meetings laws of Connecticut, and the Act. Any lack of compliance shall not be attributable to the Foundation. The School has maintained and will maintain adequate records of the activities and decisions of the School to ensure and document compliance with all such laws and regulations. The School agrees to provide the Foundation with copies of all such records, and to allow the Foundation to, at the Foundation's discretion, assist with the preparation and retention of such records.

3. AUTHORITY

3.1 Delegation of Authority to the Foundation

The School hereby authorizes the Foundation to undertake the functions specified in this Agreement in regards to business and academic services of the School on behalf of the School, it being understood that, at all times, the Foundation remains accountable and subject to the oversight of the School. The School also authorizes the Foundation to take such reasonable other actions that may not be expressly set forth in this Agreement, but which are implicit in this Agreement and are necessary in the Foundation's good faith and reasonable judgment for the School to be properly and efficiently managed, provided such actions are consistent with the Charter Contract, applicable laws, and the annual School budget approved by the Board of Trustees.

3.2 The Foundation's Authority to Subcontract

To the extent consistent with the cost effective and efficient operation of the School and after consultation with the Board of Trustees, the Foundation may subcontract any and all aspects of all services it agrees to provide to the School. However, the Foundation shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board and the State Education Department. All subcontracts shall be in writing, shall be subject to the provisions of this Agreement, and shall be consistent with this Agreement. No subcontract permitted hereunder shall relieve or discharge the Foundation from any obligation or liability under this Agreement.

3.3 Authorizer Authority

Nothing in this Agreement shall be construed in any way to limit the authority of the Connecticut State Department of Education.

3.4 Conflict with Charter

To the extent there are any conflicts between the terms of the Charter Contract and the terms of this Agreement, the terms of the Charter Contract shall control. The

School has delivered a true and complete copy of the Charter Contract, as in effect on the date hereof, to the Foundation, and will not amend the Charter Contract in any manner that would adversely affect the Foundation without the Foundation's written consent. Absent such consent, the Foundation may give written notice of its intent to terminate this Agreement effective as of the date specified in the written notice, which need not be 180 days notwithstanding the provisions of Section 8.

4. DUTIES AND OBLIGATIONS OF THE FOUNDATION

In order to assist the School in carrying out the terms of the Charter Contract, the Foundation agrees to provide the educational management and operational services set forth under this Section, and in connection therewith, shall have the right to direct the following duties, in consultation and communication with the Board of Trustees and/or the School administration on key matters:

4.1 Education and Instruction-Related Services and Support

The Foundation shall provide the following education and instruction-related services to and on behalf of the Charter School, all of which shall be researched-based and rooted in sound educational philosophy:

- (a) Recruiting a broad and high-quality pool of prospective candidates for the School for staff positions, including a Tutor Corps sufficient to provide the School with one tutor for every five students;
- (b) Conducting a resume review and follow-up phone-screen of promising candidates, including for the Tutor Corps, who would then be referred to the School for more complete and intensive review, with the decision to extend an offer of service solely and appropriately held by the School;
- (c) If funding is obtained from the federal AmeriCorps program, paying the stipends for as many tutors as such funding would allow;
- (d) Providing guidance relating to model development and innovation, including blended learning; and
- (e) Providing guidance relating to curriculum.

All education and instruction-related services will be consistent with the Charter Contract.

4.2 Management and Operation Services

The Foundation shall provide the following management and operation services to and on behalf of the School:

- (a) Providing advice and counsel regarding human resources, including benefits and payroll administration, as more specifically described in Section 4.3 below;
- (b) Assisting the Board in defining the qualifications of the Executive Director and in identifying, selecting and recruiting appropriate candidates. The Executive Director shall be an employee of the School, and the selection and retention of the Executive Director shall be at the discretion of the Board. The Foundation will evaluate the Executive Director's performance based on an evaluation tool, metrics, and a rubric that will be shared with the Board. The Foundation reserves the right to recommend to the Board that the Executive Director be replaced if the Executive Director's actions or leadership adversely affects the ability of the Foundation to deliver its services and achieve its objectives and those of the Charter School. If the Foundation determines that the Executive Director should be replaced, the Foundation will notify the Board by written notice, including the reason for the decision, along with a proposed interim plan (containing an interim operating structure and criteria for a replacement Executive Director) and a recruitment strategy for a new leader. Once the Charter School is in receipt of this notice, the Board will convene to determine the merits of the Foundation's reasoning. The School shall agree to remove the leader, or in the event of a disagreement which ultimately cannot be resolved after good faith negotiation between the Parties, the Foundation may give written notice of its intent to terminate this Agreement effective as of the date specified in the written notice, which need not be 180 days notwithstanding the provisions of Section 8. If the School agrees to remove the leader, the Foundation will be responsible for implementing the Foundation's interim plan and recruitment strategy to fill the vacant leader position, with such modifications as the Board may require, as soon as reasonably practicable.
- (c) Working collaboratively with the Executive Director to evaluate, identify and secure the School's Facility including making any improvements thereto as the Foundation shall deem necessary or appropriate for the attainment of the School's educational objectives; and provided that the cost of which shall be borne by the School;
- (d) Working collaboratively with the Executive Director to research, provide and prepare for any future expansion of the Facility to accommodate growth of the School;
- (e) Securing Facility financing for the School;
- (f) Working with the Authorizer and other agencies as necessary, including complying with reporting requirements and any other general inquiries received from these agencies;
- (g) Assisting with marketing for student enrollment;

- (h) Writing grants for State and other funding; and
- (i) Managing reporting processes for State and private grants.

4.3 Human Resources and Employment-Related Services

The Foundation shall assist with the selection, training, and management of the educational and administrative staff of the School, including, determining, with the Executive Director, staff needs; recommending the hiring and firing of staff, as may be required from time to time (after approval from the Board of Trustees in the case of the Executive Director and with the Executive Director in the case of all other staff personnel); assisting the Board of Trustees in the case of the Executive Director and assisting the Executive Director in the case of all other staff personnel in setting compensation levels (subject to the requirements of applicable laws or regulations); directing the development and training of staff (in cooperation and consultation with the School administration); establishing personnel policies upon Board of Trustees approval; establishing employment related administrative procedures; and obtaining robust terms for employment benefits, including health insurance, for all staff and tutors, so as to promote the sustainability and desirability of working at the School. The Parties acknowledge and agree that the Executive Director, teachers, administrative and other staff of the School shall be employees of the School and not of the Foundation. The Foundation will also arrange for the administration of employee benefits for employees of the School.

4.4 Budgeting and Financial Reporting Services

Prior to the beginning of each fiscal year, the Foundation shall prepare with the Executive Director and submit to the Board of Trustees for its review a proposed annual budget for such fiscal year. The final annual budget, to the extent that the Foundation in its reasonable discretion considers it financially prudent and in the educational interests of the School students to do so, shall incorporate any amendments and revisions proposed by the Board of Trustees. The Foundation shall discuss with the Board of Trustees or its designee any amendments or revisions proposed by the Board of Trustees. The Foundation and the Board of Trustees or its designee shall come to agreement on the resolution of any such proposed amendments or revisions prior to offering a final budget to the Board of Trustees for its approval.

The Foundation shall also provide other budgets, financial reports, and financial statements to the Board of Trustees as may be required by, and within the time periods required by, the Charter Contract or applicable law and regulations, including:

- (a) Within 45 days after the close of each fiscal quarter, unaudited financial statements of the School for the fiscal quarter most recently ended; and

- (b) From time to time upon the request of the Board of Trustees, but no less frequent than on a quarterly basis, a financial statement that provides a detail of budget to actual revenues and expenditures, with an explanation of variances.

All financial statements provided by the Foundation shall be presented in GAAP/FASB approved nonprofit format.

The Foundation shall also cooperate with the auditors retained by the Board of Trustees to prepare annual audited financial statements of the School. The Foundation shall coordinate its work and the work of the auditors so as to allow for the delivery of such audited statements within 120 days after the close of each fiscal year.

The Foundation shall also furnish to the School from time to time all information in the Foundation's possession as may be deemed reasonably necessary by the School or the Connecticut State Department of Education for the proper completion of the budget, quarterly reports or financial audits as required by the Charter Contract.

4.5 Procurement of Insurance

The Foundation shall procure and maintain for itself and separately, on behalf of the School, insurance policies covering commercial liability, worker's compensation, directors and officers liability coverage, and any other insurance required by applicable law or by any agreement to which the Foundation or the School is a party.

4.6 Funding of Operating Deficits

In the event that the cash receipts of the School are insufficient to fund all of the cash expenditures required to be made by or on behalf of the School for any fiscal year, the Foundation may in its discretion advance funds to the School (any such advance being referred to herein as an "Operating Deficit Advance". Such Operating Deficit Advance, if any, shall be payable on 30 days notice but shall accumulate no interest.

5. OBLIGATIONS OF THE CHARTER SCHOOL

The School, acting through its Board, shall be obligated to perform the following duties or services:

5.1 Approval of School Policies

The School shall cooperate with the Foundation in the preparation of broad policies of the School, which shall be consistent with the Charter Contract.

5.2 Maintenance of Charter Contract

The School shall do, or cause to be done, all things necessary to ensure that all legal requirements, and all such conditions as may have been imposed by the authority granting the Charter Contract, are fully complied with at all times. If the School shall at any time receive notice from any public authority or other person that the School is or may be in violation of the Charter Contract, the Act, or any provision of any applicable law or regulation, the School shall immediately notify the Foundation of the asserted violation and shall thereafter work diligently with the Foundation to determine whether such asserted violation in fact exists, to correct any violation found to exist, and to vigorously contest the asserted violation if the same is found not to exist.

5.3 Payment of the Foundation Fee

As compensation for its services hereunder, the Foundation shall be entitled to receive a management fee (the "Foundation Fee") from the School for each fiscal year in an amount equal to 10% of the Non-Competitive Public Revenue of the School as set forth in the budget adopted by the Board of Trustees prior to the commencement of the fiscal year; such revenue is exclusive of those funds received for Special Education services. The Foundation Fee is to be paid to the Foundation by the end of each month in equal monthly installments.

In the event of any material change in the level or scope of the Foundation's services required under this Agreement due to a change in the School's key design elements, curriculum, programs, operation, or any other reason, the Parties will negotiate in good faith an appropriate adjustment in the Foundation Fee to reflect the additional or reduced services to be provided by the Foundation, except that no material change affecting the Foundation Fee shall be made without the mutual consent of the Board and the Foundation.

It is understood by both Parties that all expenses incurred by the Foundation and its employees in the performance of this Agreement shall be included in the Foundation Fee and shall not be reimbursable to the Foundation from the Charter School except as provided for in section 5.4 below; provided, however, that in the event that the Foundation and the Charter School enter into a separate agreement or agreements whereby the Charter School commits to reimbursing the Foundation for certain expenses, this section shall not apply to such reimbursable expenses.

5.4 Reimbursement of Expenses

The following expenses incurred by the Foundation shall be subject to reimbursement by the School:

- (a) All books, curriculum, furniture, technology, supplies or other property that is delivered to the School;
- (b) All software for computers located at the School;
- (c) All insurance purchased for the benefit of the School;

- (d) All advertising purchased for the benefit of the School.

The Reimbursement Payment shall be due on the same days the Foundation Fee is due. The Foundation shall advise the School of the amount of the Reimbursement Payment ten (10) days prior to the date on which it is due.

6. TAX STATUS

Both the Foundation and the School shall take all reasonable steps to maintain status as a tax-exempt organization under federal and State law such that contributions to the School are deductible to the donor for federal income tax purposes. In the event of arbitration pursuant to Section 8 of this Agreement, the School and the Foundation shall agree that, notwithstanding any claims for relief each may seek from the other, it will require that any relief granted be consistent with maintaining the School's tax-exempt status. If the Board of Trustees and the Foundation conclude it is appropriate to do so, the School may seek to establish a separate tax-exempt organization to conduct fund raising activities and receive tax-deductible contributions in support of the School and/or of education generally.

7. EFFECTIVE DATE AND DURATION

- 7.1 This Agreement shall take effect upon its execution by both Parties and receipt of approval thereof by the Connecticut State Department of Education
- 7.2 This Agreement shall automatically renew for successive one (1) year renewal periods, until the expiration of the charter; except that the Board of Trustees, by majority vote, may decline to renew this Agreement. The Parties hereto agree to commence negotiations regarding renewal of this Agreement no later than 90 (ninety) days before the expiration of this Agreement.
- 7.3 In the event this Agreement is not renewed [or is terminated?] for any reason, then the School shall pay to the Foundation any and all Foundation Fees otherwise owed, any other compensation accrued under or in connection with this Agreement, and any unpaid Operating Deficit Advances and Reimbursement Payments. Such amounts shall be paid ratably to the Foundation on a monthly basis within a 48 month period, but in no event shall monthly payments to the Foundation be less than seventy-five percent (75%) of monthly payments then paid by the School to any other education management company, staff trainer, consultant, curriculum developer, or provider of central services.
- 7.4 If it is determined that the School shall close, the Board of Trustees shall assume responsibility for undertaking the dissolution process under the advisement of the Treasurer of the Board of Trustees. This process shall include notification to parents of children currently enrolled in the School.

The School will work closely with appropriate representatives of the Connecticut State Department of Education to develop and implement a dissolution plan that will govern the process of transferring students and student records. Initially, a list of students attending the School will be sent to the Connecticut State Department of Education. The School will coordinate any planned or voluntary dissolution with the district to facilitate reintegration of its students and their records, and will provide the district with a minimum notice of 120 days for any voluntary dissolution.

Prior to dissolution, the School will conduct a series of meetings for parents to provide information about the dissolution and to support them in making decisions regarding selection of educational programs for their children. School representatives will also meet one-on-one with each enrolled student's family to ensure that all parents are aware of their options regarding educational services for their child in Connecticut public schools, charter schools, and nonpublic schools.

The dissolution plan will provide that all property which the School has leased, borrowed, or contracted for use will be returned. The return of such property will conform with contractual prearrangement, where applicable, or will be done with reasonable promptness. All remaining assets of the School shall be transferred to another charter school in Connecticut.

The School will establish an escrow account of no less than \$75,000 to pay for legal and audit expenses that would be associated with dissolution should it occur. The account will be created over the School's first three years of instruction in increments of \$25,000 each year.

8. TERMINATION

8.1 This Agreement may be terminated for any reason by the School with 60 days written notice and (subject to Sections 3.8 and 4.2(b)) by the Foundation with 180 days written notice.

8.2 This Agreement may also be terminated under the following conditions:

(a) If the Foundation shall under such laws as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed; or if by any act it shall indicate its consent to, approval of, or acquiescence in any such proceeding, or the appointment of any receiver, intervenor, conservator or trustee for it or any substantial part of its property or shall suffer any of the same to continue undischarged; or if it shall become subject to any intervention whatsoever that shall deprive it of the management of the aggregate of its property or any substantial part thereof; or if it shall wind up or liquidate its affairs or there shall be issued a warrant

of attachment, execution, or similar process against any substantial part of its property, and such warrant, execution or process shall remain undismissed, unbounded or undischarged for a period of ninety (90) days, this Agreement shall be deemed immediately terminated upon the occurrence of such event.

- (b) If the Foundation is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has permanently revoked any license which may be required for the Foundation to carry on its business and perform its obligations and functions under this Agreement, this Agreement shall be deemed immediately terminated upon the occurrence of such event.
- (c) If there shall occur or shall become known to either Party an intentional material breach of the other's obligations, representation, or warranties under this Agreement, including, without limitation (in the case of the School), the improper delay or non-payment of the Foundation Fee, and (in the case of the Foundation), any act or omission by the Foundation that causes the School to be in default under the Charter Contract or to be in violation of the Act, such Party may terminate this Agreement upon ninety (90) days written notice to the other provided that the other Party may prevent termination by curing such breach within ninety (90) days of receipt of such written notice.
- (d) If there shall become known to the Board of Trustees at any time after the effective day of this Agreement an intentional material breach of the Foundation's obligations under this Agreement which, in the Board of Trustees' reasonable judgment, jeopardizes the safety, health, or well-being of the students at the School, the Board of Trustees shall have the right to terminate this Agreement immediately.

8.3 Upon expiration or termination of this Agreement for any reason, the Parties agree to cooperate in good faith and use their best efforts to complete a prompt and orderly separation, it being the intention of both Parties that the School shall remain open and operating in its normal course in the event of such expiration or termination of this Agreement, in accordance with the following rights and obligations of the Parties:

- (a) The School shall have the right to use the Foundation Proprietary Information, as defined under Section 9 hereof, then currently in use by the School, until the last day of the then current school year. The School may continue to use the Foundation Proprietary Information indefinitely thereafter for a reasonable annual fee that shall be agreed by the Parties or, failing that, determined by an arbitrator pursuant to the arbitration provisions herein, which fee shall not exceed 20% of the Foundation Fee that would otherwise be payable were this Agreement still in place;

- (b) The Foundation shall provide the School with all student records, financial reports, employee records, and other School data in the Foundation's possession and not currently in possession by the Board of Trustees; and
 - (c) The Foundation shall provide the School with reasonable educational and operational transition assistance for a period of sixty (60) days after the termination of this Agreement, provided that the School shall pay to the Foundation all fees, expenses and other costs of the Foundation consultants and agents who may, from time to time, upon mutual agreement of the Parties, provide assistance to the School or its students.
- 8.4 In the event that this Agreement is terminated or not renewed at a time when the Foundation has loaned funds to the School, guaranteed any debt or other financial obligation of the School, or provided credit support, whether in the form of a letter of credit or otherwise, to the School, notwithstanding any other provision of this Agreement to the contrary, the School shall remain liable to the Foundation (and the provisions of Section 12.11 shall continue to be applicable) until the first date on which such loan has been repaid in full, such guarantee has been released by the beneficiary thereof, or such letter of credit or other credit support has been released and/or returned to the Foundation, all in accordance with the term therein. The School shall use its best efforts to cause the release of the Foundation from all obligations under any guarantee or other credit support, including by requiring any entity that replaces the Foundation as management provider to provide a replacement guarantee, letter of credit or other credit support.
- 8.5 In the event of termination or expiration of this Agreement, neither Party shall have any further obligations to the other hereunder except for (i) those which cannot be disclaimed by law, (ii) liability for amounts accrued and unpaid hereunder, and (iii) obligations expressly stated to be, or otherwise by their terms are or are to continue to be, effective after the termination hereof.
- 8.6 In the event of termination or expiration of this Agreement, the Foundation may require the School to take such steps as shall be necessary to make clear to the public that the School is no longer associated with the Foundation and those schools associated with the Foundation.

9. INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

- 9.1 The School agrees that the Foundation and its affiliates shall own all trademark, copyright, and other proprietary rights, whether developed before or after the date of this Agreement, in and to all instructional materials, training materials, curriculum and lesson plans, instructional and management methods, and any other materials and methods developed or provided in whole or in part by the Foundation, its employees, agents or subcontractors, and any person working under the Foundation's direction (collectively the "the Foundation Proprietary Materials"). During the term of this Agreement and after its termination, the School shall

maintain all the Foundation Proprietary Materials and written and oral ideas, information or designs disclosed to the School, in confidence, and shall not disclose, publish, copy, transmit, modify, alter, or use in any fashion the Foundation Proprietary Materials other than to the extent necessary for implementation of this Agreement. During the term of this Agreement and after its termination, the School shall take reasonable measures to assure that no School employees or agents disclose, publish, copy, transmit, modify, alter, or use such confidential information or the Foundation Proprietary Materials other than in accordance with this Agreement.

- 9.2 The School agrees that the Foundation shall own all intellectual property rights in all material that is developed by the Parties together or by any employee or consultant of the School pursuant to this Agreement. The School agrees that it will take reasonable measures to ensure that all contributions of its employees or consultants to such materials will constitute a "work made for hire" within the meaning of the Copyright Act of 1976, 17 U.S.C. 101. In the event that such works may not constitute a "work made for hire," the School agrees to cause the applicable employee or consultant to execute an assignment of his or her rights in such contribution to the Foundation.
- 9.3 License to Foundation Proprietary Materials. During the term of this Agreement, the Foundation grants to the School a non-exclusive license to use the Foundation Proprietary Materials set forth on Schedule A to this Agreement in connection with School Services. For the purposes of this Agreement, "School Services" means: educational and related services, namely, providing classroom instruction to students and operating a public charter school.
- 9.4 Trademark License. During the term of this Agreement, the Foundation grants to the School a non-exclusive license to use the trademarks, service marks, slogans and logos set forth on Schedule A to this Agreement, together with such other trademarks, service marks, slogans and logos as the Foundation may in its sole discretion authorize the School to use in writing (such trademarks, service marks, slogans and logos, collectively, the "Licensed Trademarks") in connection with School Services (the "Licensed Services").
- 9.5 Quality Control.
- (a) To protect and preserve the strength of the Licensed Trademarks, the associated goodwill, the nature and quality of the Licensed Services provided by the School under the Licensed Trademarks, and all related advertising, promotional, and other related uses of the Licensed Trademarks by the School, the School's use of the Licensed Trademarks shall conform to the standards of quality maintained by other charter schools operating under the "Great Oaks" name and utilizing the Licensed Trademarks. Without limiting the foregoing, the School shall use the Licensed Trademarks only in the form and manner and with appropriate legends as prescribed from time to time by the Foundation and will not use any other trademark or service mark in combination with the Licensed Trademarks without prior written approval of the Foundation. So that the Foundation may monitor the nature and quality of the Licensed Services and the School's use of the

Licensed Trademarks, the School shall, upon request: (A) permit the Foundation to reasonably inspect the School's operations relating to the Licensed Services; and (B) supply the Foundation with specimens of all uses of the Licensed Trademarks in connection with the Licensed Services.

(b) The School shall use the Foundation Proprietary Materials in connection with curricular systems and educational programs provided and supported by the Foundation that shall equal or exceed the standard of quality of those utilized by other charter schools operating under the "Great Oaks" name and utilizing the Licensed Trademarks.

9.6 Goodwill of the Licensed Trademarks. The School shall not knowingly dilute or disparage the Licensed Trademarks. The School agrees that any and all goodwill associated with the use by the School of the Licensed Trademarks shall inure to the sole benefit of the Foundation.

9.7 Use of Intellectual Property Following Termination. Upon the expiration or earlier termination of this Agreement, the School shall cease any further use of the Licensed Trademarks and the Foundation Proprietary Materials. [Notwithstanding the foregoing, should the School be unable, despite diligent efforts on its part, to obtain and substitute other curriculum materials to replace some or all of the Foundation Proprietary Materials in sufficient time for the next school term, then the School may continue to use those portions of the Foundation Proprietary Materials which it was unable to replace for a maximum of one school year following expiration or termination of this Agreement, it being understood that (i) the Foundation shall have no obligation to provide any updates or other support for such materials, (ii) the School shall remove any Licensed Trademarks from such materials, and (iii) the School shall cease use of such materials as soon as practical but in no event later than the end of the school year immediately following expiration or termination of this Agreement.]

10. INDEMNIFICATION

10.1 Liability

The Foundation shall not be liable for any act or omission resulting in loss or damage to the School or the Board of Trustees, or any of their respective affiliates, except to the extent that such loss or damage is caused by the gross negligence or willful misconduct of the Foundation. The liability of the Foundation, if any, under this Agreement shall under no circumstances extend to indirect or consequential damages. The liability of the Foundation, if any, under this Agreement shall under no circumstances exceed the aggregate amount of Foundation Fees received by the Foundation pursuant to this Agreement. Under no circumstances shall the Foundation have any liability under this Agreement for any action taken by it at the direction of, or specifically approved by, the Board of Trustees, except to the extent that the Foundation shall have been grossly negligent or engaged in willful misconduct in the carrying out of such instructions.

10.2 Indemnification by Charter School

The School shall indemnify and hold harmless the Foundation and its affiliates, and their directors, officers, employees, subcontractors, agents or representatives (the "Foundation Indemnitees") from, against, and with respect to any and all claims, demands, suits, liabilities losses, damages, costs and expenses (including interest, penalties, and attorney's fees and disbursements) (collectively, "the Foundation Claims") arising out of or as a result of any action taken or not taken by the Foundation or any of the other Foundation Indemnitees pursuant to this Agreement; in connection with any noncompliance by the School with any agreements, covenants, warranties, or undertakings of the School contained in or made pursuant to this Agreement or otherwise; or relating to any material breach of the representations and warranties of the School contained in or made pursuant to this Agreement, other than any Foundation Claims arising out of or as a result of the gross negligence or willful misconduct of the Foundation. In addition, the School shall pay on the Foundation Indemnitee's behalf or reimburse the Foundation Indemnitee for any and all legal expenses and other costs associated with the defense of any Foundation Claim other than any Foundation Claims arising out of the gross negligence or willful misconduct of the Foundation.

10.3 Indemnification by the Foundation

The Foundation shall indemnify and hold harmless the School and its affiliates, and their directors, officers, employees, subcontractors, agents or representatives (the "Charter School Indemnitees") from, against, and with respect to any and all claims, demands, suits, liabilities, losses, damages, costs, and expenses (including interest, penalties, and attorney's fees and disbursements) (collectively, "Charter School Claims") arising out of or as a result of the gross negligence or willful misconduct of the Foundation. In addition, the Foundation shall pay on the School's behalf or reimburse the School for any and all legal expenses and costs associated with the defense of any Charter School Claim arising out of the gross negligence or willful misconduct of the Foundation.

11. ARBITRATION

11.1 General

Any controversy or claim arising out of or relating to this Agreement or the breach hereof shall be finally settled by arbitration. The arbitration shall be held in New York and shall be conducted in accordance with the Rules of the American Arbitration Association ("AAA") in effect at the time of the arbitration.

12. MISCELLANEOUS PROVISIONS

12.1 Notices

All communications and notices relating to this Agreement are to be delivered in writing, with confirmation of delivery, to the following address or to such other address as either Party may designate from time to time.

If to the Charter School, to:

Edwin P. Farrow, Board Chairmen
Great Oaks Charter School – Bridgeport
3324 Main Street
Bridgeport, CT 06606

With a copy to:

Elizabeth Torres, Board Secretary
Great Oaks Charter School – Bridgeport
570 State Street, Bridgeport, CT 06604

If to the Foundation, to:

Michael Thomas Duffy, President
Great Oaks Foundation
1 Monroe Street
New York, NY 10002

12.2 Rights and Remedies Cumulative; Governing Law

The rights and remedies of either Party under this Agreement shall be cumulative and in addition to any other rights given to either Party by law, and the exercise of any right or remedy shall not impair either Party's right to any other remedy. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of New York (other than the provisions thereof relating to conflicts of law).

12.3 Enforceability and Validity of Certain Provisions

If any provisions of this Agreement shall be held, or deemed to be, or shall, in fact, be inoperative or unenforceable as applied in any particular situation, such circumstances shall not have the effect of rendering any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained shall not affect the remaining portions of this Agreement or any part hereof.

12.4 Amendment; Entire Agreement

This Agreement shall not be changed, modified, or amended nor shall a waiver of its terms or conditions be deemed effective except by a writing signed by the Parties hereto. This Agreement constitutes the entire agreement between the Parties with

respect to the subject matter hereof and supercedes all prior agreements or understandings, written or oral, in respect thereof.

12.5 Waiver

The failure by either Party hereto to insist upon or to enforce its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver of such Party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No waiver by any Party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof.

12.6 Succession

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and permitted assigns of the respective Parties hereto.

12.7 Assignment

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, that the Foundation may assign this Agreement in connection with a sale, merger, or other transaction in which all or substantially all the assets of the Foundation are sold or exchanged. Both Parties acknowledge that an assignment of this Agreement by either Party may constitute a revision of the First Renewal Charter and may require approval by the Connecticut State Department of Education.

12.8 Form of Execution

This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

12.9 Compliance with Law

Each of the School, including its Board of Trustees and staff, and the Foundation shall manage and operate the School, and shall conduct all of its affairs in compliance with all applicable federal, State, and local statutes, rules and regulations, including without limitation requirements prohibiting discrimination in employment, and with all applicable requirements, terms and conditions established by any federal or State funding source.

Without limiting the generality of the foregoing, the Foundation shall cause all of its employees, as well as any third party contractors retained by the Foundation, that

have direct, regular contact with students of the School to be subject to fingerprint-based criminal background investigations and checks in compliance with applicable laws.

12.10 FERPA

The School hereby designates employees of the Foundation, to the extent permitted by law, as agents of the School having a legitimate educational interest such that they are entitled to access to education records under 20 U.S.C. 5 1232g, the Family Educational Rights and Privacy Act ("FERPA"). The Foundation, its officers, and employees shall comply with FERPA at all times.

12.11 Access to Records

The Foundation and its employees, officers, and representatives shall have access at all times to the properties, books, and records of the School. The School shall furnish such information and documents in its possession relating to the School as the Foundation may request in its sole discretion. The School shall have access at all times to the properties, books, and records of the School. The Foundation shall furnish such properties, books, and records in its possession to the School as the School may request. This provision shall survive the termination or expiration of this Agreement until all payment and other obligations of the School to the Foundation hereunder, including under Sections 7.3, 8.4 and 9.7, have been satisfied in full.

12.12 Relationship of Parties

The Parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and not employer - employee. Except as expressly provided in this Agreement, no agent or employee of the Foundation shall be deemed to be the agent or employee of the School and no agent or employee of the School shall be deemed to be the agent or employee of the Foundation. Except as otherwise provided in this Agreement, each Party shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms of this Agreement, and the terms of any other written agreements between them.

12.13 Absence of Partnership

Neither this Agreement nor any arrangement contemplated hereby shall create the relationship of partners, joint ventures, or Executive Director and agent between the Parties hereto or any of their respective affiliates, except as the Parties expressly agree otherwise in writing. None of the Parties hereto has any authority to represent or bind the other Parties in any manner whatsoever.

12.14 Further Actions

Each Party hereto shall, at all times, cooperate in taking such actions and doing or causing to be done all things necessary, proper, or advisable or reasonably requested

by the other Party hereto to effect the intent and purpose of this Agreement and implement the transactions contemplated hereby.

12.15 Delegation of Authority

Nothing in the Agreement shall be construed as delegating to the Foundation any of the powers or authority of the School which are not subject to delegation by the School under Connecticut law.

12.16 Survival

All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

12.17 Evaluation of the Foundation's Performance

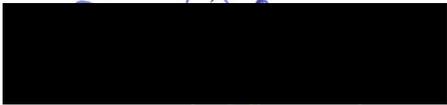
Periodically, but no less frequently than once every three years, the Foundation's performance in service of the School under the terms of this Agreement shall be evaluated by an outside entity such as SchoolWorks or other education assessment firm as shall be mutually agreeable to the Parties. The results of the evaluation shall be shared with the Board of Trustees and used in determining whether to renew this Agreement.

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

This Agreement contains a binding arbitration provision, which may be enforced by the Parties.

Great Oaks Foundation, Inc.

By:


Michael Thomas Duffy

Title: President

Date: May 23, 2014

Great Oaks Charter School – Bridgeport

By:


Edwin P. Farrow

Title: Board Chairman

Date: May 23, 2014

Budget Narrative File(s)

* **Mandatory Budget Narrative Filename:**

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To add more Budget Narrative attachments, please use the attachment buttons below.

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Great Oaks Foundation Budget Narrative

YEAR 1

GO-NWK: 100 new seats @ \$1,500 per seat = \$150,000

GO-NYC: 100 new seats @ \$1,500 per seat = \$150,000

GO-BPT: 100 new seats @ \$3,000 per seat = \$300,000

SUBTOTAL = \$600,000

GOF: @ 20% of total = \$150,000

TOTAL: \$750,000

SECTION A – U.S. DEPARTMENT OF EDUCATION FUNDS

1. **Personnel:** CSP grant funds will not be used to support personnel.
2. **Fringe Benefits:** CSP grant funds will not be used to support fringe benefits.
3. **Travel @ \$35,000** to support travel of Great Oaks Foundation staff via train and zip car to and throughout New York, New Jersey and Connecticut for start-up work, meetings with school-based staff, and meetings with community members, clergy, advocacy groups, funders and other stakeholders.
4. **Equipment @ \$106,922.09:** Equipment costs include phone system, network infrastructure/wireless networking and a security system for GO-BPT, SMART technology for GO-NWK and GO-BPT and a copier lease for GO-NYC.
 - Phone @ \$12,143.25 for setting the building up with phone access. This estimate is based on historical actuals setting up phone access at other Great Oaks schools.
 - Network Infrastructure/Wireless Networking @ \$22,477.84. This estimate is based on historical actuals setting network infrastructure and wireless networking at other Great Oaks schools.
 - Security System @ \$8,531.00: Having a robust security system is critical to keeping our students safe, particularly given the school's location on the East Side of Bridgeport. GO-BPT is in conversations with Stanley Security to install a security system. The initial implementation cost for the system is \$8,531.00.
 - Technology @ \$52,500.00: Having a SMART Board in every classroom enables teachers to capture the power of technology to motivate students, administer regular assessments and use data to drive instruction.
 - 6 SMART Boards for GO-BPT @ \$2,500.00 each = \$15,000.00
 - 15 SMART Boards for GO-NWK @ \$2,500.00 each = \$37,500
 - Copier Lease for GO-NYC @ \$11,000 = \$11,000
5. **Supplies @ \$422,560.25:** Supplies costs include furniture and technology.
 - Furniture @ \$107,982.21: Schools will order furniture from W.B. Mason. The furniture identified below is inexpensive enough to be sustained on a start-up budget, but of high enough quality that it will have a long lifespan and comfortably accommodate students and staff. Furniture costs are broken out by school:
 - Furniture for GO-BPT @ \$63,847.21:
 - 258 student chairs @ \$54.49 each = \$14,058.42
 - 1,032 felt gliders for student chairs @ \$1.91 each = \$1,971.12
 - 110 student desks @ \$124.80 each = \$13,728.00
 - 4 glide caps for student desks (pack of 100) @ \$52.65 each = \$210.60

Great Oaks Foundation Budget Narrative

- 4 teacher's desks @ \$644.96 each = \$2,579.85
- 4 teacher's chairs @ \$182.33 each = \$729.30
- 4 teacher's bookcases @ \$199.39 each = \$797.55
- 4 teacher's storage cabinets @ \$378.79 each = \$1,515.15
- 10 whiteboards @ \$298.71 each = \$2,987.10
- 15 mobile tables @ \$495.30 = \$7,429.50
- 1 principal desk @ \$558.68 = \$558.68
- 1 principal chair @ \$333.45 = \$333.45
- 2 principal guest chairs @ \$186.23 each = \$372.45
- 2 student work room tables @ \$409.99 each = \$819.98
- 12 cafeteria tables @ \$698.10 each = \$8,377.20
- 2 admin desks @ \$1,366.95 each = \$2,733.90
- 2 admin chairs @ \$333.45 = \$666.90
- 3 admin file cabinets @ \$830.21 = \$2,490.64
- Freight @ \$1,487.43
- Furniture for GO-NYC @ \$44,135.00
 - 120 student chairs @ \$54.49 each = \$6,538.80
 - 535 felt gliders for student chairs @ \$1.91 each = \$1021.85
 - 120 student desks @ \$124.80 each = \$14,976.00
 - 2 glide caps for student desks (pack of 100) @ \$52.65 each = \$105.300
 - 4 teacher's desks @ \$644.96 each = \$2,579.85
 - 4 teacher's chairs @ \$182.33 each = \$729.30
 - 5 student work room tables @ \$409.99 each = \$2,049.95
 - 20 student lockers (6 per) @ \$755.00 = \$15,100.00
 - Freight @ \$1,033.94
- Technology @ \$248,078.04: With the implementation of the Common Core, standardized tests will be computer-based in New York and New Jersey, both participating states in PARCC (the Partnership for Assessment and Readiness for College and Careers). PARCC is developing a set of assessments that measure whether students are on track to be successful in college and their careers. The PARCC assessments will be ready for states to administer during the 2014-15 school year. It is critically important that our students, many of whom don't have access to a computer in the home, gain familiarity with computerized activity and online learning. To ensure that students meet Common Core standards, Great Oaks schools will combine intensive tutoring with Common Core-aligned online learning portals – including Achieve 3000 for ELA and ALEKS (Assessment and Learning in Knowledge Spaces) for Math – to provide a new level of differentiated instruction. Both tools assess each student's level, and target instruction to meet them where they are. Chromebooks will allow students to access courses, content, objectives and criteria for every step, assignments, text, pictures, links and tests from any computer at any time.
 - Technology for GO-BPT @ \$69,429.94:
 - 10 MacBook Pro computers for staff @ \$1,299.00 each = \$12,990.00
 - Apple Care for 10 computers @ \$250.00 = \$2,500.00
 - Additional software for 10 computers @ \$150.00 = \$1,500.00
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 30 Samsung Chromebooks for full-time tutors @ \$299.00 each = \$8,970.00
 - 6 Epson - PowerLite Home Cinema projectors @ \$849.99 each = \$5,099.94

Great Oaks Foundation Budget Narrative

- 5 Epson Document Cameras @ \$199.00 each = \$995.00
 - Technology for GO-NYC @ \$49,365.00
 - 5 MacBook Pro computers for staff @ \$1,299.00 each = \$6,495.00
 - Apple Care for 5 computers @ \$250.00 = \$1,250.00
 - Additional software for 5 computers @ \$150.00 = \$750.00
 - 4 Classroom computer stations @ \$500 each = \$2,000
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 130 Samsung Chromebooks for students @ \$299.00 each = 38,870.00
 - 100 Blended Learning Modules @ \$235.00 each = \$23,500.00
 - Technology for GO-NWK @ \$129,283.10
 - 175 Samsung Chromebooks @ \$299.00 each = 52,325.00
 - 6 Lenovo laptop for teachers @ \$752.45 = \$4,514.70
 - 5 Hapara @ \$311.00 = \$14,446.63
 - 5 laptop carts @ \$1472.73 = \$7363.65
 - Scholastic Reading Inventory Literacy Assessment @ \$2,970 per cohort (100 students)
 - ALEKS @ \$9,400.00 per cohort (100 students)
 - Achieve 3000 @ \$7,295.00 per cohort (100 students)
 - 11 clicker sets for SMART technology @ \$1,313.33 each = \$14,446.63
 - 125 Kindle Readers @ \$68.25 each = \$8,531.25
 - 125 Kindle Reader chargers and covers @ \$44.69 each = \$5,586.25
 - 7 Kindle Reader charging stations @ \$172.00 each = \$1,204.00
 - 1 Kindle Reader Overdrive @ \$1,200 = \$1,200.
 - GO-BPT Classroom Supplies @ \$60,500.00:
 - 110 textbooks @ \$200.00 = \$22,000.00
 - 110 curriculum materials @ \$200.00 = \$22,000.00
 - 110 classroom supplies and materials @ \$150 = \$16,500
 - GO-BPT Student Recruitment @ \$6,000
 - 4 community outreach events \$1,500 each = \$6,000
 - Staff and Tutor Recruiting @ \$145,000 to cover advertising, marketing materials, postings and weekly attendance at college and career fairs to ensure that we can recruit between 20 and 100 tutors per school for three schools.
- 6. Contractual @ \$70,517.66:** Contractual services include student recruitment, technology installation and professional development.
- Technology @ \$6,717.66: Installation of SMART Boards at GO-NWK.
 - Student recruitment @ \$57,800. Both GO-BPT and GO-NYC will use contractual services to support student recruitment efforts. Estimates were derived through our best estimates based on historical actuals from other Great Oaks schools.
 - 4 mailings to NYC families at \$3,000 per mailing = \$12,000. In NYC, sending direct mail has been among the most effective student recruitment strategies.
 - 6 mailings to Bridgeport families @ \$3,000 per mailing = \$18,000.
 - Canvassing in Bridgeport @ \$17,000. Going from door-to-door was by and large the most effective strategy for recruiting students for SY14-15 and we would like to increase our canvassing efforts for SY15-16. Canvassing will ensure that GO-BPT reaches the most at-risk students, rather than only those whose parents seek out school options. For SY14-15, GO-BPT contracted with Onte Johnson,

Great Oaks Foundation Budget Narrative

an independent contractor to lead canvassing efforts with great success. GO-BPT plans to renew and expand that contract next year.

- Radio advertising for GO-BPT @ \$3,000.00 (Radio Amor and Radio Cumbre)
- Billboard by Lamar Advertising = \$1,000.00
- Bus advertising by Trans-Ad Outdoor = \$1,000.00
- Online advertising (Facebook and Google) = \$1,800.00
- Professional Development @ \$10,000 for GO-NYC. GO-NYC will contract with Sarah Tantillo for \$10,000, a respected literacy consultant who has taught high school English and Humanities in both suburban and urban public schools for over fifteen years.

7. Construction: CSP grant funds will not be used to support construction.

8. Other: CSP grant funds will not be used to support any other costs.

9. Total Direct Costs (Lines 1-8): \$750,000

10. Indirect Costs: CSP grant funds will not be used to support indirect costs.

11. Training Stipends: CSP grant funds will not be used to support training stipends.

12. Total Costs (Lines 9-11): \$750,000

SECTION B – NON-FEDERAL FUNDS

Not applicable.

Great Oaks Foundation Budget Narrative

YEAR 2

GO-NWK: 100 new seats @ \$1,500 per seat = \$150,000

GO-NYC: 100 new seats @ \$1,500 per seat = \$150,000

GO-BPT: 100 new seats @ \$3,000 per seat = \$300,000

GO-WIL: 200 new seats @ \$3,000 per seat - \$600,000 (Year 2 request is for \$500,000 so as not to exceed allowable ask in Year 3).

SUBTOTAL = \$1,100,000

GOF: @ 20% of total = \$275,000

TOTAL: \$1,375,000

SECTION A – U.S. DEPARTMENT OF EDUCATION FUNDS

1. **Personnel:** CSP grant funds will not be used to support personnel.
2. **Fringe Benefits:** CSP grant funds will not be used to support fringe benefits.
3. **Travel @ \$50,000** to support travel of Great Oaks Foundation staff via train and zip car to and throughout New York, New Jersey and Connecticut for start-up work, meetings with school-based staff, and meetings with community members, clergy, advocacy groups, funders and other stakeholders.
4. **Equipment @ \$81,000.00.** Equipment costs include SMART technology for GO-NWK, GO-BPT and GO-WIL, and a copier lease for GO-WIL:
 - Technology @ \$80,000.00: Having a SMART Board in every classroom enables teachers to capture the power of technology to motivate students, administer regular assessments and use data to drive instruction.
 - 5 SMART Boards for GO-BPT @ \$2,500.00 each = \$12,500.00
 - 15 SMART Boards for GO-NWK @ \$2,500.00 each = \$37,500.00
 - 12 SMART Boards for GO-WIL @ \$2,500 each = \$30,000.00
 - Copier Lease for GO-WIL @ \$11,000 = \$11,000.00
5. **Supplies @ \$1,051,768.10:** Supplies costs include furniture and technology.
 - Furniture @ \$210,574.17: Schools will order furniture from W.B. Mason. The furniture identified below is inexpensive enough to be sustained on a start-up budget, but of high enough quality that it will have a long lifespan and comfortably accommodate students and staff. Furniture costs are broken out by school:
 - Furniture for GO-WIL @ \$105,824.12
 - 516 student chairs @ \$54.49 each = \$14,058.42
 - 2,064 felt gliders for student chairs @ \$1.91 each = \$3,942.24
 - 220 student desks @ \$124.80 each = \$27,465.00
 - 8 glide caps for student desks (pack of 100) @ \$52.65 each = \$421.20
 - 8 teacher's desks @ \$644.96 each = \$5,159.68
 - 8 teacher's chairs @ \$182.33 each = \$1,458.64
 - 8 teacher's bookcases @ \$199.39 each = \$1,595.12
 - 8 teacher's storage cabinets @ \$378.79 each = \$3,031.76
 - 20 whiteboards @ \$298.71 each = \$5,974.20

Great Oaks Foundation Budget Narrative

- 30 mobile tables @ \$495.30 = \$14,859
- 1 principal desk @ \$558.68 = \$558.68
- 1 principal chair @ \$333.45 = \$333.45
- 2 principal guest chairs @ \$186.23 each = \$372.45
- 4 student work room tables @ \$409.99 each = \$1,639.96
- 3 admin desks @ \$1,366.95 each = \$4,100.85
- 3 admin chairs @ \$333.45 = \$1,000.35
- 4 admin file cabinets @ \$830.21 = \$3,320.84
- Freight @ \$2,482.85
- Furniture for GO-BPT @ \$60,615.05:
 - 258 student chairs @ \$54.49 each = \$14,058.42
 - 1,032 felt gliders for student chairs @ \$1.91 each = \$1,971.12
 - 110 student desks @ \$124.80 each = \$13,728.00
 - 4 glide caps for student desks (pack of 100) @ \$52.65 each = \$210.60
 - 4 teacher's desks @ \$644.96 each = \$2,579.85
 - 4 teacher's chairs @ \$182.33 each = \$729.30
 - 4 teacher's bookcases @ \$199.39 each = \$797.55
 - 4 teacher's storage cabinets @ \$378.79 each = \$1,515.15
 - 4 whiteboards @ \$298.71 each = \$1,194.84
 - 20 mobile tables @ \$495.30 = \$9,906.00
 - 2 student work room tables @ \$409.99 each = \$819.98
 - 12 cafeteria tables @ \$698.10 each = \$8,377.20
 - 1 admin desk @ \$1,366.95 each = \$1,366.95
 - 1 admin chair @ \$333.45 = \$333.45
 - 1 admin file cabinets @ \$830.21 = \$830.21
 - Freight @ \$2,195.68
- Furniture for GO-NYC @ \$44,135.00
 - 120 student chairs @ \$54.49 each = \$6,538.80
 - 535 felt gliders for student chairs @ \$1.91 each = \$1021.85
 - 120 student desks @ \$124.80 each = \$14,976.00
 - 2 glide caps for student desks (pack of 100) @ \$52.65 each = \$105.300
 - 4 teacher's desks @ \$644.96 each = \$2,579.85
 - 4 teacher's chairs @ \$182.33 each = \$729.30
 - 5 student work room tables @ \$409.99 each = \$2,049.95
 - 20 student lockers (6 per) @ \$755.00 = \$15,100.00
 - Freight @ \$1,033.94
- Technology @ \$417,693.93: With the implementation of the Common Core, standardized tests will be computer-based in New York and New Jersey, both participating states in PARCC (the Partnership for Assessment and Readiness for College and Careers). PARCC is developing a set of assessments that measure whether students are on track to be successful in college and their careers. The PARCC assessments will be ready for states to administer during the 2014-15 school year. It is critically important that our students, many of whom don't have access to a computer in the home, gain familiarity with computerized activity and online learning. To ensure that students meet Common Core standards, Great Oaks schools will combine intensive tutoring with Common Core-aligned online learning portals – including Achieve 3000 for ELA and ALEKS (Assessment and Learning in Knowledge Spaces) for Math – to provide a new level of differentiated instruction. Both tools assess each student's level, and target instruction to meet them where they are. Chromebooks will allow students to

Great Oaks Foundation Budget Narrative

access courses, content, objectives and criteria for every step, assignments, text, pictures, links and tests from any computer at any time.

- Technology for GO-WIL @ \$162,265.88:
 - 17 MacBook Pro computers for staff @ \$1,299.00 each = \$22,083.00
 - Apple Care for 17 computers @ \$250.00 = \$3,750.00
 - Additional software for 17 computers @ \$150.00 = \$2,250.00
 - 250 Samsung Chromebooks for students @ \$299.00 each = \$74,750.00
 - 45 Samsung Chromebooks for full-time tutors @ \$299.00 each = \$13,455.00
 - 12 Epson - PowerLite Home Cinema projectors @ \$849.99 each = \$10,199.88
 - 12 Epson Document Cameras @ \$199.00 each = \$2,388.00
 - ALEKS @ \$18,800.00 per cohort (200 students)
 - Achieve 3000 @ \$14,590.00 per cohort (200 students)
- Technology for GO-BPT @ \$76,779.95
 - 5 MacBook Pro computers for staff @ \$1,299.00 each = \$6,495.00
 - Apple Care for 5 computers @ \$250.00 = \$1,250.00
 - Additional software for 5 computers @ \$150.00 = \$750.00
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 30 Samsung Chromebooks for full-time tutors @ \$299.00 each = \$8,970.00
 - 5 Epson - PowerLite Home Cinema projectors @ \$849.99 each = \$4,249.95
 - 5 Epson Document Cameras @ \$199.00 each = \$995.00
 - ALEKS @ \$9,400.00 per cohort (100 students)
 - Achieve 3000 @ \$7,295.00 per cohort (100 students)
- Technology for GO-NYC @ \$49,365.00
 - 5 MacBook Pro computers for staff @ \$1,299.00 each = \$6,495.00
 - Apple Care for 5 computers @ \$250.00 = \$1,250.00
 - Additional software for 5 computers @ \$150.00 = \$750.00
 - 4 Classroom computer stations @ \$500 each = \$2,000
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 130 Samsung Chromebooks for students @ \$299.00 each = 38,870.00
 - 100 Blended Learning Modules @ \$235.00 each = \$23,500.00
- Technology for GO-NWK @ \$129,283.10
 - 175 Samsung Chromebooks @ \$299.00 each = 52,325.00
 - 6 Lenovo laptop for teachers @ \$752.45 = \$4,514.70
 - 5 Hapara @ \$311.00 = \$14,446.63
 - 5 laptop carts @ \$1472.73 = \$7363.65
 - Scholastic Reading Inventory Literacy Assessment @ \$2,970 per cohort (100 students)
 - ALEKS @ \$9,400.00 per cohort (100 students)
 - Achieve 3000 @ \$7,295.00 per cohort (100 students)
 - 11 clicker sets for SMART technology @ \$1,313.33 each = \$14,446.63
 - 125 Kindle Readers @ \$68.25 each = \$8,531.25
 - 125 Kindle Reader chargers and covers @ \$44.69 each = \$5,586.25
 - 7 Kindle Reader charging stations @ \$172.00 each = \$1,204.00
 - 1 Kindle Reader Overdrive @ \$1,200 = \$1,200.
- Classroom Supplies @ \$176,000.00

Great Oaks Foundation Budget Narrative

- GO-BPT Classroom Supplies @ \$60,500
 - 110 textbooks @ \$200.00 = \$22,000.00
 - 110 curriculum materials @ \$200.00 = \$22,000.00
 - 110 classroom supplies and materials @ \$150 = \$16,500
 - GO-WIL Classroom Supplies @ \$115,500.00
 - 210 textbooks @ \$200.00 = \$42,000.00
 - 210 curriculum materials @ \$200.00 = \$42,000.00
 - 210 classroom supplies and materials @ \$150 = \$31,500.00
 - Student Recruitment @ \$22,500
 - 7 community outreach events for GO-BPT @ \$1,500 each = \$10,500
 - 8 community outreach events for GO-WIL @ \$1,500 each = \$12,000
 - Staff and Tutor Recruiting @ \$225,000 to cover advertising, marketing materials, postings and weekly attendance at college and career fairs to ensure that we can recruit between 20 and 100 tutors per school for four schools.
- 6. Contractual @ \$192,131.90:** Contractual services include student recruitment, technology installation and professional development.
- Technology @ \$6,717.66: Installation of SMART Boards at GO-NWK.
 - Student recruitment @ \$121,210.00. GO-WIL, GO-BPT and GO-NYC will use contractual services to support student recruitment efforts. Estimates were derived through our best estimates based on historical actuals from other Great Oaks schools.
 - 4 mailings to NYC families at \$3,000 per mailing = \$12,000. In NYC, sending direct mail has been among the most effective student recruitment strategies.
 - 7 mailings to Bridgeport families @ \$3,000 per mailing = \$21,000.00
 - 9 mailings to Wilmington families @ \$3,000 per mailing = \$27,000.00
 - Canvassing in Bridgeport and Wilmington @ \$46,000. Going from door-to-door was by and large the most effective strategy for recruiting students for SY14-15 and we would like to increase our canvassing efforts for SY15-16. Canvassing will ensure that both schools reach the most at-risk students, rather than only those whose parents seek out school options. For SY14-15, GO-BPT contracted with Onte Johnson, an independent contractor to lead canvassing efforts with great success. GO-BPT plans to renew and expand that contract next year. GO-WIL's Launch Director is actively seeking out canvassers in Wilmington.
 - Radio advertising for GO-WIL and GO-BPT @ \$6,610.00
 - Billboard by Lamar Advertising = \$2,000.00
 - Bus advertising by Trans-Ad Outdoor = \$3,000.00
 - Online advertising (Facebook and Google) = \$3,600.00
 - Professional Development @ \$64,304.24 for all four schools.
- 7. Construction:** CSP grant funds will not be used to support construction.
- 8. Other:** CSP grant funds will not be used to support any other costs.
- 9. Total Direct Costs (Lines 1-8): \$1,375,000**
- 10. Indirect Costs:** CSP grant funds will not be used to support indirect costs.
- 11. Training Stipends:** CSP grant funds will not be used to support training stipends.

**Great Oaks Foundation
Budget Narrative**

12. Total Costs (Lines 9-11): \$1,375,000

SECTION B – NON-FEDERAL FUNDS

Not applicable.

Great Oaks Foundation Budget Narrative

YEAR 3

GO-NWK: 100 new seats @ \$1,500 per seat = \$150,000

GO-NYC: 100 new seats @ \$1,500 per seat = \$150,000

GO-BPT: 100 new seats @ \$3,000 per seat = \$300,000 (only requesting \$200,000 so as not to exceed maximum allowable request)

GO-WIL: 100 new seats @ \$3,000 per seat = \$300,000

SUBTOTAL = \$800,000

GOF: @ 20% of total = \$200,000

TOTAL: \$1,000,000

SECTION A – U.S. DEPARTMENT OF EDUCATION FUNDS

1. **Personnel:** CSP grant funds will not be used to support personnel.
2. **Fringe Benefits:** CSP grant funds will not be used to support fringe benefits.
3. **Travel @ \$50,000** to support travel of Great Oaks Foundation staff via train and zip car to and throughout New York, New Jersey and Connecticut for start-up work, meetings with school-based staff, and meetings with community members, clergy, advocacy groups, funders and other stakeholders.
4. **Equipment @ \$55,000.00.** Equipment costs include SMART technology for GO-NWK, GO-BPT and GO-WIL, and a copier lease for GO-WIL:
 - **Technology @ \$80,000.00:** Having a SMART Board in every classroom enables teachers to capture the power of technology to motivate students, administer regular assessments and use data to drive instruction.
 - 3 SMART Boards for GO-BPT @ \$2,500.00 each = \$7,500.00
 - 15 SMART Boards for GO-NWK @ \$2,500.00 each = \$37,500.00
 - 4 SMART Boards for GO-WIL @ \$2,500 each = \$10,000.00
5. **Supplies @ \$768,573.10:** Supplies costs include furniture and technology.
 - **Furniture @ \$153,512.07:** Schools will order furniture from W.B. Mason. The furniture identified below is inexpensive enough to be sustained on a start-up budget, but of high enough quality that it will have a long lifespan and comfortably accommodate students and staff. Furniture costs are broken out by school:
 - Furniture for GO-WIL @ \$58,266.04
 - 258 student chairs @ \$54.49 each = \$14,058.42
 - 1,032 felt gliders for student chairs @ \$1.91 each = \$1,971.12
 - 110 student desks @ \$124.80 each = \$13,728.00
 - 4 glide caps for student desks (pack of 100) @ \$52.65 each = \$210.60
 - 4 teacher's desks @ \$644.96 each = \$2,579.85
 - 4 teacher's chairs @ \$182.33 each = \$729.30
 - 4 teacher's bookcases @ \$199.39 each = \$797.55
 - 4 teacher's storage cabinets @ \$378.79 each = \$1,515.15
 - 10 whiteboards @ \$298.71 each = \$2,987.10
 - 25 mobile tables @ \$495.30 = \$12,382.50

Great Oaks Foundation Budget Narrative

- 2 student work room tables @ \$409.99 each = \$819.98
- 2 admin desk @ \$1,366.95 each = \$2,733.90
- 2 admin chair @ \$333.45 = \$666.90
- 2 admin file cabinets @ \$830.21 = \$1,660.42
- Freight @ \$1,424.50
- Furniture for GO-BPT @ \$51,111.03
 - 258 student chairs @ \$54.49 each = \$14,058.42
 - 1,032 felt gliders for student chairs @ \$1.91 each = \$1,971.12
 - 110 student desks @ \$124.80 each = \$13,728.00
 - 4 glide caps for student desks (pack of 100) @ \$52.65 each = \$210.60
 - 3 teacher's desks @ \$644.96 each = \$1,934.88
 - 3 teacher's chairs @ \$182.33 each = \$546.99
 - 3 teacher's bookcases @ \$199.39 each = \$598.17
 - 3 teacher's storage cabinets @ \$378.79 each = \$1,136.91
 - 4 whiteboards @ \$298.71 each = \$896.13
 - 10 mobile tables @ \$495.30 = \$4,953.00
 - 2 student work room tables @ \$409.99 each = \$819.98
 - 12 cafeteria tables @ \$698.10 each = \$8,377.20
 - Freight @ \$1,879.63
- Furniture for GO-NYC @ \$44,135.00
 - 120 student chairs @ \$54.49 each = \$6,538.80
 - 535 felt gliders for student chairs @ \$1.91 each = \$1021.85
 - 120 student desks @ \$124.80 each = \$14,976.00
 - 2 glide caps for student desks (pack of 100) @ \$52.65 each = \$105.300
 - 4 teacher's desks @ \$644.96 each = \$2,579.85
 - 4 teacher's chairs @ \$182.33 each = \$729.30
 - 5 student work room tables @ \$409.99 each = \$2,049.95
 - 20 student lockers (6 per) @ \$755.00 = \$15,100.00
 - Freight @ \$1,033.94
- Technology @ \$329,061.03: With the implementation of the Common Core, standardized tests will be computer-based in New York and New Jersey, both participating states in PARCC (the Partnership for Assessment and Readiness for College and Careers). PARCC is developing a set of assessments that measure whether students are on track to be successful in college and their careers. The PARCC assessments will be ready for states to administer during the 2014-15 school year. It is critically important that our students, many of whom don't have access to a computer in the home, gain familiarity with computerized activity and online learning. To ensure that students meet Common Core standards, Great Oaks schools will combine intensive tutoring with Common Core-aligned online learning portals – including Achieve 3000 for ELA and ALEKS (Assessment and Learning in Knowledge Spaces) for Math – to provide a new level of differentiated instruction. Both tools assess each student's level, and target instruction to meet them where they are. Chromebooks will allow students to access courses, content, objectives and criteria for every step, assignments, text, pictures, links and tests from any computer at any time.
 - Technology for GO-WIL @ \$79,128.96
 - 7 MacBook Pro computers for staff @ \$1,299.00 each = \$9,093.00
 - Apple Care for 7 computers @ \$250.00 = \$1,750.00
 - Additional software for 7 computers @ \$150.00 = \$1,050.00
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00

Great Oaks Foundation Budget Narrative

- 30 Samsung Chromebooks for full-time tutors @ \$299.00 each = \$8,970.00
- 4 Epson - PowerLite Home Cinema projectors @ \$849.99 each = \$3,399.96
- 4 Epson Document Cameras @ \$199.00 each = \$796.00
- ALEKS @ \$9,400.00 per cohort (100 students)
- Achieve 3000 @ \$7,295.00 per cohort (100 students)
- Technology for GO-BPT @ \$71,283.97
 - 3 MacBook Pro computers for staff @ \$1,299.00 each = \$3,897.00
 - Apple Care for 3 computers @ \$250.00 = \$750.00
 - Additional software for 3 computers @ \$150.00 = \$450.00
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 30 Samsung Chromebooks for full-time tutors @ \$299.00 each = \$8,970.00
 - 3 Epson - PowerLite Home Cinema projectors @ \$849.99 each = \$2,549.97
 - 3 Epson Document Cameras @ \$199.00 each = \$597.00
 - ALEKS @ \$9,400.00 per cohort (100 students)
 - Achieve 3000 @ \$7,295.00 per cohort (100 students)
- Technology for GO-NYC @ \$49,365.00
 - 5 MacBook Pro computers for staff @ \$1,299.00 each = \$6,495.00
 - Apple Care for 5 computers @ \$250.00 = \$1,250.00
 - Additional software for 5 computers @ \$150.00 = \$750.00
 - 4 Classroom computer stations @ \$500 each = \$2,000
 - 125 Samsung Chromebooks for students @ \$299.00 each = \$37,375.00
 - 130 Samsung Chromebooks for students @ \$299.00 each = 38,870.00
 - 100 Blended Learning Modules @ \$235.00 each = \$23,500.00
- Technology for GO-NWK @ \$129,283.10
 - 175 Samsung Chromebooks @ \$299.00 each = 52,325.00
 - 6 Lenovo laptop for teachers @ \$752.45 = \$4,514.70
 - 5 Hapara @ \$311.00 = \$14,446.63
 - 5 laptop carts @ \$1472.73 = \$7363.65
 - Scholastic Reading Inventory Literacy Assessment @ \$2,970 per cohort (100 students)
 - ALEKS @ \$9,400.00 per cohort (100 students)
 - Achieve 3000 @ \$7,295.00 per cohort (100 students)
 - 11 clicker sets for SMART technology @ \$1,313.33 each = \$14,446.63
 - 125 Kindle Readers @ \$68.25 each = \$8,531.25
 - 125 Kindle Reader chargers and covers @ \$44.69 each = \$5,586.25
 - 7 Kindle Reader charging stations @ \$172.00 each = \$1,204.00
 - 1 Kindle Reader Overdrive @ \$1,200 = \$1,200.
- Classroom Supplies @ \$121,000.00
 - GO-BPT Classroom Supplies @ \$60,500
 - 110 textbooks @ \$200.00 = \$22,000.00
 - 110 curriculum materials @ \$200.00 = \$22,000.00
 - 110 classroom supplies and materials @ \$150 = \$16,500
 - GO-WIL Classroom Supplies @ \$60,500
 - 110 textbooks @ \$200.00 = \$22,000.00
 - 110 curriculum materials @ \$200.00 = \$22,000.00

Great Oaks Foundation Budget Narrative

- 110 classroom supplies and materials @ \$150 = \$16,500
 - Student Recruitment @ \$15,000
 - 2 community outreach events for GO-BPT @ \$1,500 each = \$3,000
 - 8 community outreach events for GO-WIL @ \$1,500 each = \$12,000
 - Staff and Tutor Recruiting @ \$150,000 to cover advertising, marketing materials, postings and weekly attendance at college and career fairs to ensure that we can recruit between 20 and 100 tutors per school for four schools.
- 6. Contractual @ \$126,426.90:** Contractual services include student recruitment, technology installation and professional development.
- Technology @ \$6,717.66: Installation of SMART Boards at GO-NWK.
 - Student recruitment @ \$99,000.00. GO-WIL, GO-BPT and GO-NYC will use contractual services to support student recruitment efforts. Estimates were derived through our best estimates based on historical actuals from other Great Oaks schools.
 - 4 mailings to NYC families at \$3,000 per mailing = \$12,000. In NYC, sending direct mail has been among the most effective student recruitment strategies.
 - 5 mailings to Bridgeport families @ \$3,000 per mailing = \$15,000.00
 - 9 mailings to Wilmington families @ \$3,000 per mailing = \$27,000.00
 - Canvassing in Bridgeport and Wilmington @ \$31,000. Going from door-to-door was by and large the most effective strategy for recruiting students for SY14-15 and we would like to increase our canvassing efforts for SY15-16. Canvassing will ensure that both schools reach the most at-risk students, rather than only those whose parents seek out school options. For SY14-15, GO-BPT contracted with Onte Johnson, an independent contractor to lead canvassing efforts with great success. GO-BPT plans to renew and expand that contract next year. GO-WIL's Launch Director is actively seeking out canvassers in Wilmington.
 - Radio advertising for GO-WIL and GO-BPT @ \$6,000.00
 - Billboard by Lamar Advertising = \$2,000.00
 - Bus advertising by Trans-Ad Outdoor = \$3,000.00
 - Online advertising (Facebook and Google) = \$3,000.00
 - Professional Development @ \$20,709.24 for all four schools.
- 7. Construction:** CSP grant funds will not be used to support construction.
- 8. Other:** CSP grant funds will not be used to support any other costs.
- 9. Total Direct Costs (Lines 1-8): \$1,000,000**
- 10. Indirect Costs:** CSP grant funds will not be used to support indirect costs.
- 11. Training Stipends:** CSP grant funds will not be used to support training stipends.
- 12. Total Costs (Lines 9-11): \$1,000,000**

SECTION B – NON-FEDERAL FUNDS

Not applicable.

**U.S. DEPARTMENT OF EDUCATION
BUDGET INFORMATION
NON-CONSTRUCTION PROGRAMS**

OMB Number: 1894-0008
Expiration Date: 04/30/2014

Name of Institution/Organization

Great Oaks Foundation, Inc.

Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.

**SECTION A - BUDGET SUMMARY
U.S. DEPARTMENT OF EDUCATION FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs*						
11. Training Stipends						
12. Total Costs (lines 9-11)						

***Indirect Cost Information (To Be Completed by Your Business Office):**

If you are requesting reimbursement for indirect costs on line 10, please answer the following questions:

(1) Do you have an Indirect Cost Rate Agreement approved by the Federal government? Yes No

(2) If yes, please provide the following information:

Period Covered by the Indirect Cost Rate Agreement: From: To: (mm/dd/yyyy)

Approving Federal agency: ED Other (please specify):

The Indirect Cost Rate is %.

(3) For Restricted Rate Programs (check one) -- Are you using a restricted indirect cost rate that:

Is included in your approved Indirect Cost Rate Agreement? or, Complies with 34 CFR 76.564(c)(2)? The Restricted Indirect Cost Rate is %.

Name of Institution/Organization Great Oaks Foundation, Inc.	Applicants requesting funding for only one year should complete the column under "Project Year 1." Applicants requesting funding for multi-year grants should complete all applicable columns. Please read all instructions before completing form.	
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**SECTION B - BUDGET SUMMARY
NON-FEDERAL FUNDS**

Budget Categories	Project Year 1 (a)	Project Year 2 (b)	Project Year 3 (c)	Project Year 4 (d)	Project Year 5 (e)	Total (f)
1. Personnel						
2. Fringe Benefits						
3. Travel						
4. Equipment						
5. Supplies						
6. Contractual						
7. Construction						
8. Other						
9. Total Direct Costs (lines 1-8)						
10. Indirect Costs						
11. Training Stipends						
12. Total Costs (lines 9-11)						

SECTION C - BUDGET NARRATIVE (see instructions)

U.S. DEPARTMENT OF EDUCATION
SUPPLEMENTAL INFORMATION
FOR THE SF-424

1. Project Director:

Prefix:	First Name:	Middle Name:	Last Name:	Suffix:
	Michael	Thomas	Duffy	

Address:

Street1:	222 Broadway, 19th Floor
Street2:	
City:	New York
County:	
State:	NY: New York
Zip Code:	10038
Country:	USA: UNITED STATES

Phone Number (give area code)	Fax Number (give area code)

Email Address:

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2. Novice Applicant:

Are you a novice applicant as defined in the regulations in 34 CFR 75.225 (and included in the definitions page in the attached instructions)?

Yes No Not applicable to this program

3. Human Subjects Research:

a. Are any research activities involving human subjects planned at any time during the proposed project Period?

Yes No

b. Are ALL the research activities proposed designated to be exempt from the regulations?

Yes Provide Exemption(s) #:

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No Provide Assurance #, if available:

c. If applicable, please attach your "Exempt Research" or "Nonexempt Research" narrative to this form as indicated in the definitions page in the attached instructions.

	Add Attachment	Delete Attachment	View Attachment
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