

**DISCOVERY CHARTER SCHOOL BOARD OF TRUSTEES
MEETING AGENDA**

August 20, 2021 8:00 a.m.-10:00 a.m.

Discovery Charter School: 133 Hoover Drive, Rochester NY 14615

1. Call to Order
2. Proof of Public Notice of Meeting
3. Conflict of Interest Reminder
4. Public Comment
5. Consent Agenda: Approve Minutes from Previous Meeting (6.25.21); Resolution #427 and #429 Checks Over \$5000; Resolution #428 Approval of New Hires; Executive Committee Minutes (7.21.21) (*Action Required*)
6. Committee Reports
 - a. Executive Committee Report
 - b. Academic Excellence Committee
 - c. Governance Committee Report
 - d. Personnel Committee Report
 - i. Resolution #436: Revision to Employee Handbook (*Action Required*)
 - e. Audit & Finance Committee Report
 - f. Committee on Diversity, Equity, and Inclusion
 - g. Parent Representative Report
7. School Director Report
 - a. Resolution #430: Revision to Family Handbook (*Action Required*),
 - b. Resolution #431: DCS Safety Plan (*Action Required*)
 - c. Resolution #432: 2021-2022 Revised Organizational Chart (*Action Required*)
8. Approval of Strategic Plan, 2021-2024: Resolution #433 (*Action Required*)
9. Approval of Board Committee Membership, 2021-2022: Resolution #434 (*Action Required*); Election of Board Secretary
10. Resolution # 435: Confirmation of 2021-2022 IT Contract (*Action Required*)
11. Proposal of Fencing Project
12. Executive Session
13. Old Business
14. New Business
15. Motion to Adjourn (*Action Required*)

Next Meeting: Friday, September 17, 2021

DISCOVERY CHARTER SCHOOL

RESOLUTION #428

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, held at 133 Hoover Drive, Rochester, NY, 14625, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: Upon recommendation of Ms. Sara Castner, School Director, on JULY 21, 2021 the Executive Committee of the Board of Trustees approved appointment of the following employees who have successfully cleared the NYSED background check process:

Rebecca Van Allen (TA, Floater)
Samuel Rubacka (6th grade TA)
Amy Folger (School Psychologist)

IT IS, THEREFORE, RESOLVED: That the Board of Trustees of Discovery Charter School affirms the action of the Executive Committee, approving the appointment of the employees listed above.

Date: August 20, 2021

Amy Slakes, Secretary

Discovery Charter School Check Detail

| | | June 2021 | | |
|-----------------|------------|------------|---------------------------------|------|
| Type | Num | Date | Name | Item |
| Check | | 06/10/2021 | | |
| TOTAL | | | | |
| Check | | 06/18/2021 | ADP, LLC | |
| TOTAL | | | | |
| Check | | 06/30/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4768 | 06/10/2021 | BPAS | |
| Bill | 1000776964 | 05/31/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4769 | 06/10/2021 | Culligan | |
| Bill | | 05/31/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4770 | 06/10/2021 | Education Success Foundation | |
| Bill | C2021-0401 | 05/19/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4771 | 06/10/2021 | Education Success Network | |
| Bill | C2021-0403 | 05/19/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4772 | 06/10/2021 | Elizabeth Hughes | |
| Bill | | 06/09/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4773 | 06/10/2021 | Excellus Blue Cross Blue Shield | |

Discovery Charter School Check Detail

June 2021

| Type | Num | Date | Name | Item |
|-----------------|--------------|------------|---------------------------|------|
| Bill | 000028330603 | 05/17/2021 | | |
| Bill | | 06/09/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4774 | 06/10/2021 | Flocabulary | |
| Bill | 38332 | 02/26/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4775 | 06/10/2021 | FP Mailing Solutions | |
| Bill | RI104898368 | 05/19/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4776 | 06/10/2021 | Houghton Mifflin Harcourt | |
| Bill | 0321 | 06/09/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4777 | 06/10/2021 | Iron Mountain | |
| Bill | DPZC867 | 05/31/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4778 | 06/10/2021 | Julia K Caters | |
| Bill | 1445 | 04/30/2021 | | |
| Bill | 1457 | 05/31/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4779 | 06/10/2021 | MetLife - Group Benefits | |
| Bill | | 05/13/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4780 | 06/10/2021 | Office Depot | |
| Bill | | 05/18/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4781 | 06/10/2021 | Premier Accounting | |
| Bill | 733 | 05/31/2021 | | |

Discovery Charter School Check Detail

| | Type | Num | June 2021 Date | Name | Item |
|-------|-----------------|--------------------|-------------------|---|------|
| TOTAL | | | | | |
| | Bill Pmt -Check | 4782 | 06/10/2021 | Remind101, Inc. | |
| | Bill | 2021-111875 | 03/31/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4783 | 06/10/2021 | Rochester Medicine PLLC | |
| | Bill | 81540291-801-80107 | 06/02/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4784 | 06/10/2021 | SchoolMint | |
| | Bill | 4997 | 05/18/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4785 | 06/10/2021 | Staples | |
| | Bill | 1635848869 | 05/25/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4786 | 06/10/2021 | The Rensselaerville Institute | |
| | Bill | 500 | 05/04/2021 | | |
| | Bill | 504 | 06/02/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4787 | 06/10/2021 | Transamerica Life Insurance Company | |
| | Bill | | 06/01/2021 | | |
| TOTAL | | | | | |
| | Bill-Pmt -Check | 4788 | 06/10/2021 | Wegmans | |
| | Bill | 4135720210601 | 06/01/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4789 | 06/10/2021 | Windstream | |
| | Bill | 73823652 | 06/01/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4790 | 06/10/2021 | New York State Teachers Retirement Loan | |

Discovery Charter School Check Detail

June 2021

| | Type | Num | Date | Name | Item |
|-------|-----------------|-----------|------------|---|------|
| | Bill | 9 | 06/01/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4791 | 06/21/2021 | Amazon.com | |
| | Bill | | 06/10/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4792 | 06/21/2021 | The Business Council of NYS, Inc. | |
| | Bill | 232860 | 06/17/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4793 | 06/24/2021 | Aflac | |
| | Bill | 724343 | 05/28/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4794 | 06/24/2021 | Cardmember Service | |
| | Bill | | 06/10/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4795 | 06/24/2021 | De Lage Landen Financial Services, Inc. | |
| | Bill | 72796892 | 06/06/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4796 | 06/24/2021 | Education Success Foundation | |
| | Bill | C2021-501 | 06/15/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4797 | 06/24/2021 | Education Success Network | |
| | Bill | 2021-0601 | 06/01/2021 | | |
| | Bill | C2021-503 | 06/15/2021 | | |
| TOTAL | | | | | |
| | Bill Pmt -Check | 4798 | 06/24/2021 | Excellus Blue Cross Blue Shield | |
| | Bill | 28608461 | 06/16/2021 | | |
| TOTAL | | | | | |

Discovery Charter School Check Detail

| June 2021 | | | | |
|-----------------|--------------|------------|--------------------------|------|
| Type | Num | Date | Name | Item |
| Bill Pmt -Check | 4799 | 06/24/2021 | Matthew Bradstreet | |
| Bill | | 06/09/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4800 | 06/24/2021 | MetLife - Group Benefits | |
| Bill | | 06/14/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4801 | 06/24/2021 | Office Depot | |
| Bill | 176567575001 | 06/10/2021 | | |
| TOTAL | | | | |
| Bill Pmt -Check | 4802 | 06/24/2021 | Verizon Wireless | |
| Bill | 9880911969 | 06/01/2021 | | |
| TOTAL | | | | |

Discovery Charter School Check Detail

June 2021

| Account | Paid Amount | Original Amount |
|--|------------------|-------------------|
| 110-005 · M & T Bank - OLD | | -19.32 |
| 530-105 · Miscellaneous Expense | -19.32 | 19.32 |
| TOTAL | -19.32 | 19.32 |
| 110-001 · M&T Bank | | -180.90 |
| 540-030 · Payroll Processing | -180.90 | 180.90 |
| TOTAL | -180.90 | 180.90 |
| 110-001 · M&T Bank | | -36.91 |
| 415-020 · Miscellaneous Income | -36.91 | 36.91 |
| TOTAL | -36.91 | 36.91 |
| 110-001 · M&T Bank | | -437.50 |
| 540-045 · Other Purchased/Prof/Consult | -437.50 | 437.50 |
| TOTAL | -437.50 | 437.50 |
| 110-001 · M&T Bank | | -30.00 |
| 530-025 · Food Service Supplies | -30.00 | 30.00 |
| TOTAL | -30.00 | 30.00 |
| 110-001 · M&T Bank | | -3,469.47 |
| 550-050 · Utilities | -2,783.15 | 2,783.15 |
| 530-040 · Telephone | -75.86 | 75.86 |
| 550-015 · Maintenance & Repairs | -610.46 | 610.46 |
| TOTAL | -3,469.47 | 3,469.47 |
| 110-001 · M&T Bank | | -676.49 |
| 530-020 · Computer Supplies & Software | -676.49 | 676.49 |
| TOTAL | -676.49 | 676.49 |
| 110-001 · M&T Bank | | -39.86 |
| 530-010 · Classroom Supplies | -39.86 | 39.86 |
| TOTAL | -39.86 | 39.86 |
| 110-001 · M&T Bank | | -26,752.03 |

Discovery Charter School Check Detail

June 2021

| | Account | Paid Amount | Original Amount |
|-------|--|-------------|-------------------|
| | 525-015 · Health Insurance | -24,778.04 | 24,778.04 |
| | 525-017 · Dental Insurance | -1,973.99 | 1,973.99 |
| TOTAL | | -26,752.03 | 26,752.03 |
| | 110-001 · M&T Bank | | -2,500.00 |
| | 530-020 · Computer Supplies & Software | -2,500.00 | 2,500.00 |
| TOTAL | | -2,500.00 | 2,500.00 |
| | 110-001 · M&T Bank | | -99.24 |
| | 530-030 · Postage | -99.24 | 99.24 |
| TOTAL | | -99.24 | 99.24 |
| | 110-001 · M&T Bank | | -41,771.86 |
| | 530-085 · Textbooks | -41,771.86 | 41,771.86 |
| TOTAL | | -41,771.86 | 41,771.86 |
| | 110-001 · M&T Bank | | -414.47 |
| | 550-015 · Maintenance & Repairs | -414.47 | 414.47 |
| TOTAL | | -414.47 | 414.47 |
| | 110-001 · M&T Bank | | -35,255.80 |
| | 540-025 · Food Service Fees | -17,751.80 | 17,751.80 |
| | 540-025 · Food Service Fees | -17,504.00 | 17,504.00 |
| TOTAL | | -35,255.80 | 35,255.80 |
| | 110-001 · M&T Bank | | -1,114.01 |
| | 525-016 · Vision Insurance | -267.20 | 267.20 |
| | 525-021 · Disability - Supplemental | -651.59 | 651.59 |
| | 525-030 · Life Insurance | -195.22 | 195.22 |
| TOTAL | | -1,114.01 | 1,114.01 |
| | 110-001 · M&T Bank | | -84.15 |
| | 530-005 · Office supplies | -84.15 | 84.15 |
| TOTAL | | -84.15 | 84.15 |
| | 110-001 · M&T Bank | | -480.00 |
| | 540-006 · Accounting Services | -480.00 | 480.00 |

Discovery Charter School

Check Detail

June 2021

| | Account | Paid Amount | Original Amount |
|-------|--|-------------|-------------------|
| TOTAL | | -480.00 | 480.00 |
| | 110-001 · M&T Bank | | -1,232.00 |
| | 530-020 · Computer Supplies & Software | -1,232.00 | 1,232.00 |
| TOTAL | | -1,232.00 | 1,232.00 |
| | 110-001 · M&T Bank | | -55.34 |
| | 530-105 · Miscellaneous Expense | -55.34 | 55.34 |
| TOTAL | | -55.34 | 55.34 |
| | 110-001 · M&T Bank | | -3,307.50 |
| | 530-045 · Marketing & Advertising | -3,307.50 | 3,307.50 |
| TOTAL | | -3,307.50 | 3,307.50 |
| | 110-001 · M&T Bank | | -1,318.08 |
| | 530-005 · Office supplies | -1,318.08 | 1,318.08 |
| TOTAL | | -1,318.08 | 1,318.08 |
| | 110-001 · M&T Bank | | -15,000.00 |
| | 540-045 · Other Purchased/Prof/Consult | -7,500.00 | 7,500.00 |
| | 540-045 · Other Purchased/Prof/Consult | -7,500.00 | 7,500.00 |
| TOTAL | | -15,000.00 | 15,000.00 |
| | 110-001 · M&T Bank | | -50.26 |
| | 235-020 · Life Insurance | -50.26 | 50.26 |
| TOTAL | | -50.26 | 50.26 |
| | 110-001 · M&T Bank | | -8,736.00 |
| | 540-025 · Food Service Fees | -8,736.00 | 8,736.00 |
| TOTAL | | -8,736.00 | 8,736.00 |
| | 110-001 · M&T Bank | | -1,169.40 |
| | 530-040 · Telephone | -1,169.40 | 1,169.40 |
| TOTAL | | -1,169.40 | 1,169.40 |
| | 110-001 · M&T Bank | | -93.00 |

Discovery Charter School Check Detail

June 2021

| | Account | Paid Amount | Original Amount |
|-------|--|-------------|-------------------|
| | 235-015 · TRS Employee Loan | -93.00 | 93.00 |
| TOTAL | | -93.00 | 93.00 |
| | 110-001 · M&T Bank | | -5,217.72 |
| | 110-120 · Amazon Corporate Credit Line | -5,217.72 | 5,217.72 |
| TOTAL | | -5,217.72 | 5,217.72 |
| | 110-001 · M&T Bank | | -872.00 |
| | 530-050 · Dues & Subscriptions | -872.00 | 872.00 |
| TOTAL | | -872.00 | 872.00 |
| | 110-001 · M&T Bank | | -22.46 |
| | 235-025 · AFLAC Liability | -22.46 | 22.46 |
| TOTAL | | -22.46 | 22.46 |
| | 110-001 · M&T Bank | | -398.97 |
| | 110-115 · M&T Bank - 0953 | -398.97 | 398.97 |
| TOTAL | | -398.97 | 398.97 |
| | 110-001 · M&T Bank | | -741.97 |
| | 550-030 · Equipment Lease | -741.97 | 741.97 |
| TOTAL | | -741.97 | 741.97 |
| | 110-001 · M&T Bank | | -1,759.60 |
| | 550-050 · Utilities | -1,595.28 | 1,595.28 |
| | 530-040 · Telephone | -75.86 | 75.86 |
| | 550-015 · Maintenance & Repairs | -88.46 | 88.46 |
| TOTAL | | -1,759.60 | 1,759.60 |
| | 110-001 · M&T Bank | | -7,838.04 |
| | 540-011 · Landlord - Admin. Services | -7,273.00 | 7,273.00 |
| | 530-020 · Computer Supplies & Software | -565.04 | 565.04 |
| TOTAL | | -7,838.04 | 7,838.04 |
| | 110-001 · M&T Bank | | -26,845.91 |
| | 525-015 · Health Insurance | -26,845.91 | 26,845.91 |
| TOTAL | | -26,845.91 | 26,845.91 |

Discovery Charter School Check Detail

| June 2021 | | |
|-------------------------------------|-------------|-----------------|
| Account | Paid Amount | Original Amount |
| 110-001 · M&T Bank | | -67.72 |
| 530-055 · Travel | -67.72 | 67.72 |
| TOTAL | -67.72 | 67.72 |
| 110-001 · M&T Bank | | -1,444.69 |
| 525-016 · Vision Insurance | -307.28 | 307.28 |
| 525-021 · Disability - Supplemental | -915.74 | 915.74 |
| 525-030 · Life Insurance | -221.67 | 221.67 |
| TOTAL | -1,444.69 | 1,444.69 |
| 110-001 · M&T Bank | | -144.18 |
| 530-005 · Office supplies | -144.18 | 144.18 |
| TOTAL | -144.18 | 144.18 |
| 110-001 · M&T Bank | | -155.20 |
| 530-040 · Telephone | -155.20 | 155.20 |
| TOTAL | -155.20 | 155.20 |

DISCOVERY CHARTER SCHOOL BOARD OF TRUSTEES

MEETING MINUTES

June 25, 2021; 8:15-9:30 A.M.

133 Hoover Drive, Rochester, new York 14625rev

Topic: Discovery Charter School- Board of Trustees Meeting 6.25.21

Time: June 25, 2021 08:00 AM Eastern Time (US and Canada)

Trustees Present: S. Varhus (Chair), C. Wilkins (Vice Chair), S. Adair (Treasurer), R. Stiles (Secretary), D. Braveman, T. Jackson, E. Stubbs

Trustees Excused: L. Montanaro, L. Lewis

Also Present: S. Castner (School Director), A. Hagen (Operations), K. Snyder (Administrative Intern), S. Polowitz (Legal Counsel) A. Slakes (Trustee Candidate)

1. Call to Order

- a. The Chair called the meeting to order at 8:16 a.m., and it was determined that a lawful quorum of seven was present.

2. Proof of Public Notice of Meeting

- a. Public Notice was provided in the *Messenger Post* and posted at the school.

3. Conflict of Interest Reminder

- a. The Chairperson read the following statement: "The Chair reminds everyone that, if a potential conflict of interest exists concerning a subject under discussion by the Board, you have an obligation to disclose the potential conflict and, if deemed a conflict, recuse yourself and leave the room during any discussion and vote on the subject." *Board Chair has mailed each Trustee a new Conflict of Interest form to sign, for annual compliance.*

4. Opportunity for Public Comment; no public comment

5. **Consent Agenda:** Approve Minutes from Previous Meetings (5.21.21 and 6.4.21), and **Resolution #420** (To authorize the *non-routine* payments of \$5000 or more for May 2021)- Moved by S. Adair, seconded by C. Wilkins, approved unanimously.

6. Committee Reports

- a. Executive Committee: *No report.*
- b. Academic Excellence Committee: *No report.*

- c. Governance Committee Report: *No report.*
- d. Personnel Committee Report: *No Report.*
- e. Audit & Finance Committee Report: *No Report*
- f. Ad Hoc Committee on Diversity, Equity & Inclusion: The Ad Hoc DE&I Committee of the Board has proposed a DE&I Policy #3600 for approval by the Board of Trustees; the Committee shared that they are committed to advancing the goals of Diversity, Equity, and Inclusion (DE&I) for the benefit of its students and the community that it serves.
 - 1. **Resolution #421:** Approval of DE&I Policy #3600 : Moved by T. Jackson, seconded by D. Braveman, approved unanimously.

7. Approval of 2021-2024 Lease with Hoover Drive, LLC:

- 1. **Resolution #422:** Approval of Lease : Moved by T. Jackson, seconded by C. Wilkins, approved unanimously.

8. School Director Report

- a. New Hire Recommendations
 - i. Sara Castner, School Director, recommends the appointment of the following employees who have successfully cleared the NYSED background check process:
 - 1. Shout, Barbara
 - 2. Incardona, Paula
 - 3. Geiger, Divonte
 - 4. Guerrero, Tiahna
 - 5. Keller, Kylie
 - 6. Archie, Christopher,
 - 7. Bonanno, Samantha
 - a. **Resolution #423:** Approval of new full-time hires for the 2021-22 School Year: Moved by D, Braceman, seconded by R, Stiles, approved unanimously.
- b. Organizational Chart for the 2021-24 School Year
 - i. Sara Castner presented an Organizational Chart for 2021-24 that supports the goals of the Action Plan and the Strategic Plan for 2021-24.
 - a. **Resolution #424:** Approval of the organizational chart for the 2021-24 School Years: Moved by S. Adair, seconded by T. Jackson, approved unanimously.
- c. TRI contract resolution
 - i. Sara Castner has recommended that we seek to terminate the existing contract with The Rensselaerville Institute (TRI) School Turnaround Program, as service has not been in line with financial commitment.
 - ii. The fee for TRI for the 2021-22 school year is estimated at \$25,000
 - iii. Vote to proceed with contract termination: Moved by S. Adair, seconded by T. Jackson, approved unanimously.

d. Family Handbook 2021-2022 School Year

- i. Sara Castner, School Director, has reviewed and revised the Family Handbook for 2021-2022
- ii. **Resolution #424:** Approval of the Family Handbook for the 2021-22 School Year: Moved by S. Adair, seconded by D. Braveman, approved unanimously.

9. **New Business:** Board of Trustees Meeting Schedule for the 2021-22 School Year was presented; Moved by R. Stiles, seconded by T. Jackson, approved unanimously.

10. Adjournment: T. Jackson moved and C. Wilkins seconded a motion to adjourn; the motion carried unanimously at 9:37 am.

16. Adjournment: The meeting was adjourned at 9:37 am.

Next Meetings: Friday, July 16, 2021

Future Agenda Items: Approval of Strategic Plan deferred to July meeting

Minutes submitted by A. Hagen

Executive Committee Meeting Minutes
Meeting Date / Time: July 21, 2021, Via
Email
Minutes Recorded By: Sara Varhus

| | | | | | |
|--|--------------------|---|-------------------|-----------------|---------|
| Committee Chair: | | Sara Varhus | | | |
| Committee Members | Name | | Present | | Excused |
| | Sara Varhus | | X | | |
| | Lisa Lewis | | X | | |
| | Scott Adair | | X | | |
| | Robert Stiles | | X | | |
| | Christian Wilkens | | X | | |
| | | | | | |
| MEETING AGENDA, MINUTES AND ACTION ITEMS | | | | | |
| Agenda Item | Discussion | Action Item | Responsible Party | Due Date | |
| Approval of Hires | Unanimous approval | Item will be submitted to the fuill board in thye form of Resolution #428 for affirmation of this action. | Sara Varhus | August 20, 2021 | |

DISCOVERY CHARTER SCHOOL

RESOLUTION #427

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, NY, a lawful quorum being present the following Resolution was adopted by the Board of Trustees:

RESOLVED: To authorize the following *non-routine* payments of \$5000 or more for June 2021:

The Rensselaerville Institute – \$15,000 (consultation services)

Houghton Mifflin Harcourt- \$41,771.86 (new ELA curriculum)

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #429

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, NY, a lawful quorum being present the following Resolution was adopted by the Board of Trustees:

RESOLVED: To authorize the following *non-routine* payments of \$5000 or more for July 2021:

Houghton Mifflin Harcourt- \$17,054.00 (new ELA curriculum)

Curriculum Associates- \$16,820 (student testing/iReady data collection)

Houghton Mifflin Harcourt- \$24, 717.86 (new ELA curriculum)

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #436

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, New York, 1462, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: The School Director and the Personnel Committee have reviewed and revised the Employee Handbook for 2021-2022; and

WHEREAS: The Employee Handbook establishes policies relating to personnel;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees approves the Employee Handbook, 2021-2022.

Date: August 25, 2021

Amy Slakes, Secretary

Governance Committee Meeting Minutes
Meeting Date / Time: July 13, 2021
Minutes Recorded By: Bob Stiles

| | | | | | |
|---|--|--|--|----------|--|
| Committee Chair: | | Bob Stiles | | | |
| Committee Members | Name | Present | | Excused | |
| | Sara Varhus | X | | | |
| | Chris Wilkens | X | | | |
| | Daan Braveman | X | | | |
| | Robert Stiles | X | | | |
| | Also present: | | | | |
| | | | | | |
| MEETING AGENDA, MINUTES AND ACTION ITEMS | | | | | |
| Agenda Item | Discussion | Action Item | Responsible Party | Due Date | |
| Review current composition of DCS board and determine next steps in recruiting additional board members | The Committee discussed by zoom current needs on the board. DE&I implications were considered. The committee discussed the importance of adding a board member who is Muslim given the number of students of Muslim background now attending the school. The need for more depth of board members with financial expertise was also discussed. | For both sets of skills/experience the committee identified potential candidates as well as outside resources to help identify candidates. | All members of the committee agreed to pursue potential candidates based on the committee's discussion and report back to committee members on outcomes. | | |

Governance Committee Meeting Minutes
Meeting Date / Time: July 13, 2021
Minutes Recorded By: Bob Stiles

| | | | | |
|--------------------------|--|--|--|--|
| Strategic Plan | | | | |
| | | | | |
| | | | | |
| | | | | |
| Data Collection | | | | |
| Professional Development | | | | |
| Staffing | | | | |

Governance Committee Meeting Minutes
Meeting Date / Time: July 13, 2021
Minutes Recorded By: Bob Stiles

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|-----------------------|--|--|--|--|--|
| | | | | | |
| Final Comments | | | | | |
| Attachments | | | | | |
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Discovery Charter School District-Wide School Safety Plan

District-Wide Safety Team

| Name | Title | Office Number | Cell Number |
|--------------------|--------------------|-------------------|--------------|
| Sara Castner | Director | 585-342-4032 x140 | 585-698-9072 |
| Kara Snyder | Assistant Director | 585-342-4032 x138 | 585-784-0537 |
| Frederick Dicks | Dean of Students | 585-342-4032 x135 | 585-478-2791 |
| Rita Nilsson | Social Worker | 585-342-4032 x709 | 585-905-8315 |
| Matthew Bradstreet | Safety Officer | 585-342-4032 x713 | 585-746-5054 |
| | | | |
| | | | |
| | | | |

District Chief Emergency Officer

| Name | Title | Email | Office Number | Cell Number |
|--------------------|---------------------------------|------------------------------------|---------------|--------------|
| Matthew Bradstreet | Data Coordinator/Safety Officer | mbradstreet@rochesterdiscovery.com | 585-445-2069 | 585-746-5054 |

Policies and Procedures for:

responding to implied or direct threats of violence by students, teachers, other school personnel and visitors to the school, including threats by students against themselves (including suicide)

Staff are trained and instructed to report such threats to an appropriate staff member (social worker, director, assistant director, safety officer)

responding to acts of violence by students, teachers, other school personnel and visitors to the school, including consideration of zero-tolerance policies for school violence

The first individual(s) to hear or witness an act of violence or recognize the potential for an act of violence should activate the Emergency Response Plan immediately, taking the necessary response actions to keep everyone safe. Notifications to the main office and to 911 should be made if possible.

contacting appropriate law enforcement officials in the event of a violent incident

In the event of a violent incident, schools will contact law enforcement agencies (911, Greece PD) for their assistance. Practiced procedures will be put into action to alert and protect students and staff.

contacting parents, guardians, or persons in parental relation to the students of the district in the event of a violent incident or an early dismissal

The School-Wide Remind App will be used to send messages to all families, and office staff can make individual calls as needed.

contacting parents, guardians, or persons in parental relation to an individual student of the district in the event of an implied or direct threat of violence by such student against themselves (including suicide)

Parents, Guardians, and Families will be contacted by the dean, social worker, school director, or assistant director in a case of an implied or direct threat

the dissemination of informative materials regarding the early detection of potentially violent behaviors, including but not limited to the identification of family, community and environmental factors to teachers, administrators, parents and other persons in parental relation to students of the school district or board, students and other persons deemed appropriate to receive such information

To prevent the disruption of the emergency site and Incident Command Post by non-responder personnel, the school has designated the following specific crisis assembly locations, maintaining social distancing protocols as directed by Department of Health regulations pertaining to COVID-19:

Media Contact Point: DCS School Cafeteria This is the area where media personnel will assemble during or after a school incident for briefings and press releases.

Parents Assembly Area: DCS Auditorium This is the area where parents and guardians will assemble during or after a school incident for briefings and instructions for reunification.

Transportation Area: Bus Loop This is the area identified as a transportation staging area for emergency related transportation vehicles.

Prevention and intervention strategies, such as:

collaborative arrangements with State and local law enforcement officials, designed to ensure that school safety officers and other security personnel are adequately trained,

including being trained to de-escalate potentially violent situations, and are effectively and fairly recruited

Training for staff, including de-escalation training (e.g. Therapeutic Crisis Intervention), is made available regularly. School violence prevention training will be addressed at no less than one conference day a year and two hours in professional development plans.

nonviolent conflict resolution training programs

The school has adopted a school wide social emotional curriculum (PATHS program and Responsive Classroom approach) to support students. Teachers receive training in character education and positive behavioral techniques to help children learn acceptable pro-social behaviors and to de-escalate potentially violent behaviors. Peer social skills groups are available to children through teacher, administrator or parent referral.

peer mediation programs and youth courts

Risk Reduction includes proactive measures such as creating a safe and violence-free learning environment. DCS implements the "Hello Update Goodbye" (HUGS) program, has students participate in conflict resolution and peer mediation programs, enforces a zero-tolerance policy towards weapons and harmful substances, and conducts training to identify potential hazards, situations, and scenarios and preparing for them.

extended day and other school safety programs

No extended day programs at this time

Arrangements and/or Procedures during emergencies for:

description of the arrangements for obtaining assistance during emergencies from emergency services organizations and local governmental agencies*

In the event of an emergency, schools will contact law enforcement agencies (911, Greece PD) for their assistance. Practiced procedures will be put into action to alert and protect students and staff.

the procedures for obtaining advice and assistance from local government officials, including the county or city officials responsible for implementation of article 2-B of the Executive Law

In the event of an emergency, schools will contact law enforcement agencies (911, Greece PD) for their assistance. Practiced procedures will be put into action to alert and protect students and staff.

the identification of district resources which may be available for use during an emergency

Short term measures

- Mental health counseling (students and staff)
- Immediate building security and facility restoration

- Support full investigation into the cause(s) of the disaster and other relevant matters
- Report investigation findings and recommendations to the Board of Directors
- Update DCS Save Plan accordingly

Longer-term measures

- Mental health counseling (e.g. monitor for post-traumatic stress behavior)
- Building security and risk mitigation (to reduce the likelihood of occurrence and impact if it does occur again)

description of procedures to coordinate the use of school district resources and manpower during emergencies, including identification of the officials authorized to make decisions and of the staff members assigned to provide assistance during emergencies*

School Violence Prevention Training is conducted annually during a conference day and two hours of training included in professional development plans. An annual school assembly program on emergency procedures for students is scheduled early in the school year and written information about emergency procedures is distributed no later than October 1st annually

a system for informing all educational agencies within such school district of a disaster
DCS, in cooperation with Greece PD will notify other Greece schools if needed

The identification of appropriate responses to emergencies, including protocols for responding to bomb threats, hostage-takings, intrusions and kidnappings

Training for staff, including de-escalation training (e.g. Therapeutic Crisis Intervention), is made available regularly. School violence prevention training will be addressed at no less than one conference day a year and two hours in professional development plans.

Policies and Procedures relating to school building security, including, where appropriate:

~~The use of school safety or security officers and/or school resource officers~~ Beginning with the 2019-20 school year, and every school year thereafter, every school shall define the areas of responsibility of school personnel, security personnel and law enforcement in response to student misconduct that violates the code of conduct. A school district or charter school that employs, contracts with, or otherwise retains law enforcement or public or private security personnel, including school resource officers, shall establish a written contract or memorandum of understanding that is developed with stakeholder input, including, but not limited to, parents, students, school administrators, teachers, collective bargaining units, parent and student organizations and community members,

as well as probation officers, prosecutors, defense counsels and courts that are familiar with school discipline. Such written contract or memorandum of understanding shall define the relationship between a school district or charter school, school personnel, students, visitors, law enforcement, and public or private security personnel. Such contract or memorandum of understanding shall be consistent with the code of conduct, define law enforcement or security personnel's roles, responsibilities and involvement within a school and clearly delegate the role of school discipline to the school administration. Such written contract or memorandum of understanding shall be incorporated into and published as part of the district safety plan

security devices or procedures

DCS uses the Raptor Technologies Visitor Management System, as described:

- Screen every visitor, including contractors, guardians, and volunteers, instantly against the most reliable and up-to-date U.S. sex offender databases in all 50 states.
- Check visitors against custom school or district databases which can contain custodial restrictions and/or banned visitors.
- Immediately alert administrative and security personnel should a visitor be identified as a risk.
- Print badges with the approved visitor's photo, name, date, time of entry, the building name, and visitor's destination.
- Generate accurate, reliable district-wide and school-level reports with a complete sign-in history for every person entering your schools.

Procedures for review and the conduct of drills and other exercises to test components of the emergency response plan, including the use of tabletop exercises, in coordination with local and county emergency responders and preparedness officials

Multi-hazard training will be provided to staff and students in the building annually. In addition to eight required fire drills, students and staff will be instructed in how to respond to emergencies, including tornadoes and severe winter weather, through assemblies, classroom demonstrations, and drills. No less than four lockdown drills will be conducted each year. Staff will be instructed on how to identify potential devices and how to "sweep" and "sanitize" an area in preparation for student evacuation. Staff members will also receive annual training on universal precautions.

Strategies for improving communication among students and between students and staff and reporting of potentially violent incidents, such as the establishment of youth-run programs, peer mediation, conflict resolution, creating a forum or designating a mentor for students concerned with bullying or violence and establishing anonymous reporting mechanisms for school violence

DCS offers proactive measures such as creating a safe and violence-free learning environment. DCS implements the "Hello Update Goodbye" (HUGS) program, has students participate in conflict resolution and peer mediation programs, enforces a zero-tolerance policy towards weapons and harmful substances, and conducts training to identify potential hazards, situations, and scenarios and preparing for them

A description of the duties of hall monitors and any other school safety personnel
DCS currently does not staff hall monitors

A description of the training required of all personnel acting in a school security capacity
Although we do not currently have school security personnel, training for staff, including de-escalation training (e.g. Therapeutic Crisis Intervention), is made available regularly. School violence prevention training will be addressed at no less than one conference day a year and two hours in professional development plans.

A description of the hiring and screening process for all personnel acting in a school security capacity

Fingerprinting and NYS background checks are conducted on all DCS staff when considered for employment

Protocols for responding to a state disaster emergency involving a communicable disease; districts must adopt a continuation of operations plan in the event the governor declares state disaster emergency involving a communicable disease

The designation of the superintendent, or superintendent's designee, as the district chief emergency officer whose duties shall include, but not be limited to: (a) coordination of the communication between school staff, law enforcement, and other first responders; (b) lead the efforts of the district-wide school safety team in the completion and yearly update of the district-wide school safety plan and the coordination of the district-wide plan with the building-level emergency response plans; (c) ensure staff understanding of the district-wide school safety plan; (d) ensure the completion and yearly update of building-level emergency response plans for each school building; (e) assist in the selection of security related technology and development of procedures for the use of such technology; (f) coordinate appropriate safety, security, and emergency training for district and school staff, including required training in the emergency response plan; (g) ensure the conduct of required evacuation and lock-down drills in all district buildings as required by Education Law section 807; and (h) ensure the completion and yearly update of building-level emergency response plans by the dates designated by the commissioner.

Name: Matthew Bradstreet

Email: mbradstreet@rochesterdiscovery.com

Phone number: 585-445-2069

Policies and procedures for annual multi-hazard school safety training for staff and students, provided that the district must certify to the commissioner that all staff have undergone annual training by September 15, 2016 and each subsequent September 15th thereafter on the building-level emergency response plan which must include components on violence prevention and mental health, provided further that new employees hired after the start of the school year shall receive such training within 30

days of hire or as part of the district's existing new hire training program, whichever is sooner.

Date of training: 8/30/2021, 9/1/2021, 9/3/2021

Description of training (topics, format): Logistics and Safety, Dignity for All Students Act, Behavior and Discipline Policy, Therapeutic Crisis Intervention

The district-wide safety plan must be available for public comment at least 30 days prior to its adoption.

Public comment period start date: 7/28/2021

Public comment period end date: 8/28/2021

Such district-wide plans may be adopted by the school board only after at least one public hearing that provides for the participation of school personnel, parents, students and any other interested parties.

Date of school board adoption: by September 1, 2021

Each district shall submit its district-wide safety plan and all amendments to such plan to the commissioner, in a manner prescribed by the commissioner, within 30 days after its adoption. Commencing with the 2019-2020 school year, such district-wide plans must be submitted no later than October 1, 2019, and each subsequent October 1st thereafter.

URL for District-wide Safety Plan:

<https://www.rochesterdiscovery.com/dcs-safety-plan/>

DISCOVERY CHARTER SCHOOL

RESOLUTION #430

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, New York, 1462, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: The Board of Trustees approved the 2021-2022 Family Handbook on June 25, 2021; and

WHEREAS: The School Director has recommended additional changes to the policies relating to students and families;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees approves the Family Handbook, 2021-2022, as revised.

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #432

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, New York 14625, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: The School Director has revised the approved Organizational Chart for 2021-24 that supports the goals of the Action Plan and the Strategic Plan for 2021-24; and

WHEREAS: The Board of Trustees have reviewed this Organizational Chart and the responsibilities associated with the staff positions in the Organizational Chart;

RESOLVED: Upon recommendation of Ms. Sara Castner, School Director, the Board hereby approves the revisions to the Organizational Chart for 2021-2024:

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #431

At a Regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: The School Director and her staff have updated the DCS Safety Plan, and

WHEREAS: The DCS Safety Plan has been presented to the Family Association for public comment, and

WHEREAS: The deadline for submission of the DCS Safety Plan to NYSED is September 30, 2021,

IT IS THEREFORE RESOLVED: That the Board hereby Ratifies the action of the Instructional Leadership Team, approving the updated DCS Safety Plan.

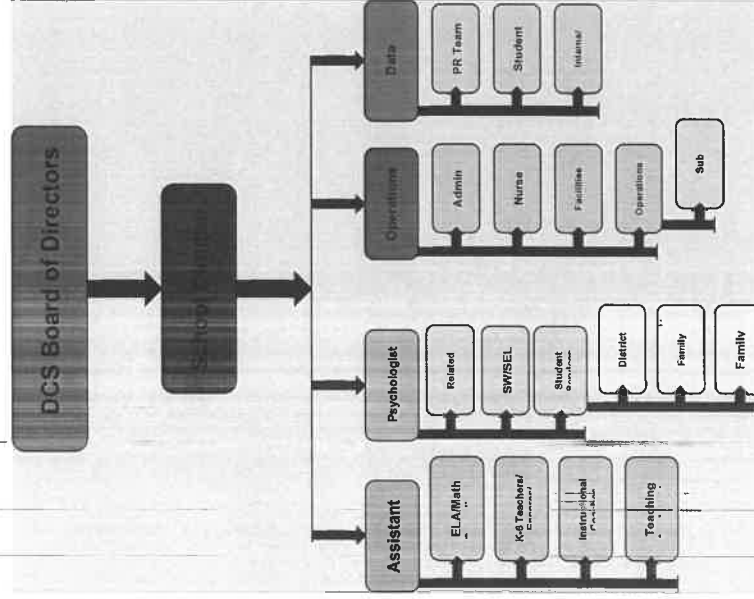
Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY

CHARTER SCHOOL

2021-2024 Organizational Chart



Commented [1]: Sara V. This is an updated version of the org chart we drafted after we met with Scott. He recommended making it look less flat. We are awaiting his feedback. Thoughts?

*Subject to change based on data and need

Organizational Chart Narrative

2021-22 Priorities & Champions

| School Director | Assistant Director | Math Coordinator | ELA Coordinator | Mentors/Coaches | Data Coordinator | Student Services Coordinator | School Psychologist |
|--|--|--|---|--|--|---|---|
| Instructional Leader Daily observation & feedback Weekly walkthrough Co-Facilitate Weekly ILT mtg Participate in Bi-weekly SEL team mtg. | Instructional Leader Daily observation & feedback Weekly walkthrough Co-Facilitate Weekly ILT mtg Participate in Bi-weekly SEL team mtg. Staff Supervision Participate Family Nights | Scope & Sequence K-6 Pacing Instructional Consistencies iReady Coordinate all Math interim assessments Bi-weekly GLTM Participate in weekly ILT mtg. Qtr. Data Mtg *Coordinate Family Math Night | Harcourt implementation Scope & Sequence K-6 Pacing Instructional Consistencies iReady Coordinate all ELA interim assessments Bi-weekly GLTM Participate in weekly ILT mtg. Qtr. Data Mtg *Coordinate Family ELA Night | Support curriculum implementation at assigned grade levels Instructional modeling/ Co-teaching Daily lesson observation and feedback New Teacher Meetings/TA instructional PDs Targeted Coaching *Coordinate Multicultural Night | NYS Reporting Monthly Board Mtg. PPT NYS testing coordination Emergency Drills/Safety Participate in Bi-weekly SEL team mtg. | SPED Services RtI Student teaching coordination BM 9 Committee Kindergarten orientation Participate in weekly ILT mtg. Participate in Bi-weekly SEL team mtg. | BM 3 Committee Coordinate SEL Team Staff Professional Development Supervisory Duties as noted on org chart |

| Classroom Teacher K-6 | Teacher Assistant/ Apprentice Teacher | SLP | ENL Team | Encores Team Promotional Team |
|-----------------------|--|-----|----------|----------------------------------|
|-----------------------|--|-----|----------|----------------------------------|

| | | | | 6th Grade Advisor |
|--|---|--|---|--|
| Meet instructional targets Planning & Prep Participate in either Math or ELA family night 6th grade teachers: 6th grade graduation K teachers: K moving up ceremony, K Orientation | Family Engagement Meet instructional targets Participate in either math or ELA family night | Kindergarten orientation New student screening K-3 Support ICOT classrooms K-6 Provide staff PD | BM 9 Committee Develop schedule ensuring all instructional minutes are covered Translation support, Family tours Multicultural Night | Website updates GSR updates Social Media Family Engagement Coordinate 6 go 7 placement support 6th grade graduation Open House |

| SEL Team/ Behavior Specialist | Wellness Coordinator | Family Outreach Specialist | DE&I / Community Outreach Coordinator | Social Worker | Dean of Students |
|--|---|--|---|---|---|
| <p>BM 3 Committee</p> <p>Participate in Bi-weekly SEL team mtg.</p> <p>Participate in Family wellness night</p> <p>*Coordinate Family wellness night</p> | <p>SEL Team Participation</p> <p>SEL curriculum implementation</p> <p>Wellness opportunities for staff</p> <p>*Coordinate Family wellness night</p> | <p>BM 3 Committee</p> <p>Family Engagement</p> <p>Participate in Family Association</p> <p>Participate in Family wellness night</p> <p>Career Day</p> <p>School Choice Fair</p> <p>Attendance Calls</p> <p>Recruitment</p> <p>Participate in Bi-weekly SEL team mtg.</p> <p>Support DE&I initiatives</p> | <p>BM 3 Committee</p> <p>Community Outreach</p> <p>Participate in family nights</p> <p>Career Day</p> <p>Community resource list</p> <p>DE&I PDs at staff meeting</p> <p>Staff Equity Committee</p> <p>Student Equity Committee support</p> <p>Board DE&I Liaison</p> | <p>DASA Coordinator</p> <p>McKinney Vento Coordinator</p> <p>Participate in Bi-weekly SEL team mtg.</p> <p>Participate in Family wellness night</p> | <p>Discipline</p> <p>TCLIS staff trainer</p> <p>BM 3 Committee</p> <p>Participate in Family wellness night</p> <p>Facilitate</p> <p>Bi-weekly SEL team mtg.</p> <p>Participate in weekly ILT mtg.</p> |

| Operations Manager | Assistant Operations Manager | Administrative Assistant |
|--------------------|------------------------------|--------------------------|
|--------------------|------------------------------|--------------------------|

| | | |
|--|--|--|
| <p>Responsible for all operational non-program aspects of the school:</p> <p>Payroll Administration</p> <p>Bi-weekly reporting, yearly compensation letters & reasonable assurance letters.</p> <p>Accounts payable/budget/ staff reimbursement</p> <p>Accounts receivable</p> <p>School District invoicing and reconciliations</p> <p>Finance Administration (Quickbooks, Banking, PPP loan)</p> <p>Monthly finance committee meetings, MMB Mid-term & yearly audit</p> <p>Child nutrition reporting</p> <p>Direct Certification for poverty % (Level 1 Certified)</p> <p>Student Information Systems</p> <p>School Tool scheduling and Maintenance</p> <p>Enrollment/Lottery (Good Schools Rec)</p> <p>Human Resource Administration (On-Boarding new Employees, NYSTRS, Excelles, MetLife, 403B, HSA, Maternity Leave & Disability), Workers Comp. Audit</p> <p>Student Transportation for all districts- Entry and Exit reporting to each district.</p> <p>Support Data coordinator with Level 0& Level 1 NYS reporting</p> <p>Oversee Nursing Service</p> <p>Oversee Food Service (Monroe County Health Permit & Certifications)</p> <p>Facility contact (Certificate of Occupancy through State & Local Inspections)</p> | <p>Supports all non-program aspects of the school as directed by operations manager:</p> <p>Purchasing for entire school (Amazon & Credit Card Reconciliation, supply budget tracking)</p> <p>PTO Tracking and sub coverage</p> <p>Staff travel arrangements</p> <p>Clerical board support (Meeting set up, board minutes, policy tracking)</p> <p>Textbook ordering and tracking</p> <p>Website Maintenance</p> <p>Kindergarten Orientation</p> <p>Support MMB audit</p> <p>Support Child Nutrition (Meal Logs)</p> <p>Direct Certification for poverty % (Level 1 Certified)</p> <p>Support student information system (School Tool scheduling and maintenance)</p> <p>Support Enrollment Lottery (Good Schools Rec)</p> <p>Support Human Resource Administration (External job postings, NYSTRS reconciliation)</p> <p>Support NYS reporting (ePMF)</p> <p>Maintain Teach Account</p> | <p>Interface with school community visitors</p> <p>Monitor and ID visitors using the raptor system</p> <p>Answer incoming calls to the school</p> <p>Maintain School Tool attendance</p> <p>Daily Attendance and tardy calls</p> <p>Track and file bus suspensions</p> <p>Manage and distribute mail upon delivery</p> <p>Support teachers with copying, laminating and printing</p> <p>Behavior support calls</p> <p>Maintain student files</p> |
|--|--|--|

Benchmark 1: Student Performance: The school has met or exceeded achievement indicators for academic proficiency, trends toward proficiency, similar schools, college and career readiness, an dhigh school graduation, if applicable. Proficiency at the elementary/middle school level shall be defined as achieving a performance level of 3 or higher on Grade 3-8 state assessments in ELA, math, and science. At the high school level, passing shall be defined as obtaining a Regents exam score of 65 or higher.

What rating did you receive on your fall 202 renewal report? *Falls Far Below*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|---|---|---|
| 1 | Implementation of i-Ready K-6 | Implementation of i-Ready diagnostic at the beginning of the year, growth monitoring data reports throughout the school year, and diagnostic at the end of the year | Meet our academic targets for both ELA and Math grades K-6 | Measures are clear- reporting from diagnostics in ELA/Math Growth measures in Fall, Winter & Spring, 2021-2024- Align with Quarterly assessment or mid quarter |
| 2 | Continuation of Partnership with the Rensselaerville School Turnaround Institute (TRI) | NYS ELA and Math Assessment Scores DCS Interim Assessment Data TRI Implementation Rubric regular reflection | Desired Outcome meet our academic targets for both ELA and Math grades 3-6 | Minutes & agendas of meetings- report out of director's report 2021-2024- Four reports mid quarter? |
| 3 | Data wise data review cycle implemented school wide | Implementation of data cycle protocols weekly, quarterly, annually | Consistent targeted instruction based on student data resulting in student growth | Minutes & agendas of meetings- report out of director's report 2021-2024- Four reports mid quarter |
| Priority | | | | |
| Priority | | | | |

Benchmark 2: Teaching and Learning: School leaders have systems in place designed to cultivate shared accountability and high expectations and that lead to students' well being, improved academic outcomes, and educational success. The school implements research- based practices and has rigorous and coherent curriculum and assessments that are aligned to New York State Learning Standards for all students. Teachers engage in strategic practices and decision- making in order to address the gap between what students know and need to learn so that all students experience consistent high levels of engagement, thinking and achievement.

What rating did you receive on your fall 202 renewal report? *Meets*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|--|---|--|
| 1 | Instructional Consistencies K-6 aligned with both ELA & Math Curriculum | Leadership Team Walkthroughs utilizing an implementation rubric Daily walkthrough actionable feedback (tracked and monitored) | Effective Instructional practices evidence reflected in student outcome data. | Thinking about frequency directors' reports summarizing how many teachers were visited, what was gleaned? Mid quarter? |
| 2 | Needs based coaching cycles | Bi-weekly instructional leadership team reflection and action planning meetings Instructional action plans | Effective, rigorous instructional practices evidence reflected in student outcome data. | RTI model: How many teachers are struggling? Is there evidence of growth? Are additional resources needed? Mid quarter |
| 3 | Teacher professional development- vertical alignment of curriculum and standards | Student growth assessed on internal benchmarks and i-Ready | Effective instructional practices evidence reflected in student outcome data | Report out in directors report Mid quarter? |
| 4 | Continuation of programming and services designed to support ELL and SWD | 2 ELL full time staff SWD teachers on staff number based on need Blended class offerings at each grade span (1-2, 3-4, 5-6), piloting transitional Kindergarten program) | ELL and SWD populations meet Academic targets Enrollment retention of ELL and SWD population | |
| Priority | Expanded English Learner Supports | | | Report to the board on support to ENL. Instructional practices for non-ENL teachers Fall 2021, 2022, 2023 |
| Priority | | | | |

Benchmark 3: Culture, Climate, and Student and Family Engagement: The school has systems in place to support students' social and emotional health and to provide for a positive, safe, and respectful learning environment that prepares all students for college and career. Families, community members and school staff work together to share in the responsibility for student academic progress and social-emotional growth and well-being. Families and students are satisfied with the school's academics and the overall leadership and management of the school.

What rating did you receive on your fall 202 renewal report? *Meets*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|--|--|--|
| 1 | Implementation of staff and students wellness coordinator | Evidence of regulatory strategies utilized during instructional times. Teacher satisfaction/wellness surveys | Decrease in student discipline referrals Increase in student attendance Evidence of students and staff utilizing mindfulness and wellness strategies Positive results on staff satisfaction/wellness survey Increased teacher retention. | Staff, student wellness coordinator Job description Clear list of resources and strategies that role will employ Formal implementation plan with evaluation plan Survey questions tied to specific outcomes Quarterly-Twice/year? |
| 2 | Designating Family/Community Outreach specialists | Increased attendance at school events and parent teacher conferences. Family satisfaction survey Minimally quarterly family and community school events held | Strong family and community relationships. Family satisfaction survey positive outcomes. Increased community partnerships to benefit students and families | Same as above- Twice a year |
| 3 | Implementation of Diversity Equity and Inclusion Coordinator | Monthly staff professional development experience Monitored culturally responsive curriculum and school events. | Increase in ENL and SWD population Positive outcomes on staff and family satisfaction surveys. | Same as above- Twice year |
| 4 | DCS developed SEL Curriculum based on the 20-21 SEL in action award grant. | Embedded throughout the school day Social Emotional language used by adults and students Habits of Scholarship | Observation of Increased student engagement Observation of increased mindfulness, social emotional learning strategies. | Reporting discipline data Twice a year |

| | | | | |
|----------|--|--|--------------------------------|--|
| | | | Decreased discipline referrals | |
| Priority | | | | |
| Priority | | | | |

Benchmark 4: Financial Condition: *The school is in sound and stable financial condition as evidenced by performance on key financial indicators.*

What rating did you receive on your fall 2022 renewal report? Approaches

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|-----------------------|--|------------------|---|
| 1 | Obtain PPP Grant | Debt to Asset Ratio 2021 | Less than 1.0 | Quarterly reporting on financial positions. |
| 2 | Cash Reserve Policy | Cash Position 2021 | At least 60 days | Quarterly reporting on financial position |
| 3 | Budget Plan 2021-2024 | Financial Composite Score 2021 | 1.00 or above | Quarterly reporting on financial position |
| Priority | | | | |
| Priority | | | | |

Benchmark 5: Financial Management: *The school operates in a fiscally sound manner with realistic budgets pursuant to a long-range financial plan, appropriate internal controls and procedures, and in accordance with state law and generally accepted accounting practices.*

What rating did you receive on your fall 202 renewal report?

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|-------------------------------------|--|--|--|
| 1 | Internal controls and procedures | Annual Audit Statements | No material weaknesses | |
| 2 | Annual review of fiscal policies | Policies reviewed, if necessary revised | Legal compliance | December 2021, 2022, 2023 |
| 3 | Monthly budget oversight | Fiscal rations, benchmarks and findings | Fiscal composite score of 1.0 or above | Monthly, 2021-2024 |
| Priority | Spending of federal monies (wisely) | | | <p>Directly related to program support: capitol, academic success, and SE needs</p> <p>How will specifics be determined.</p> <p>Focused update, twice/year</p> |
| Priority | | | | |

Benchmark 6: Board Oversight and Governance: The board of trustees provides competent stewardship and oversight of the school while maintaining policies, establishing performance goals, and implementing systems to ensure academic success, organizational viability, board effectiveness and faithfulness to the terms of its charter.

What rating did you receive on your fall 202 renewal report? *Meets*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|--|--|--|
| 1 | Articulate criteria for board performance. Board self evaluation addresses benchmark 6 indicators. | Board self evaluation addresses benchmark 6 indicators | Board derives actionable goals from the Annual Board Self Evaluation | Continue approval of Board Self-assessment- change scale, re-administer in the fall, include annual goals in the survey. How well is the board making progress? Fall 2021, Spring 2022, then Annually in spring. |
| 2 | Implement a strategic plan, 2021-2024, Board approves strategic plan by June 30, 2021. | Board approves strategic plan by June 30th, 2021 | Goals aligned with the DCS Charter and framework | Quarterly review |
| 3 | Develop Board Membership | Additional Trustees seated, 2021-2024 | Board of Trustees reflects Community Increase diversity of board to reflect the student body and include key skills needed. | Governance committee presents plan and updates on plan Spring 2022, 2023, 2024 |
| Priority | | | | |
| Priority | | | | |

Benchmark 7: Organizational Capacity: The school has established a well-functioning organizational structure and has clearly delineated roles for staff, management, and board members. The school has systems and protocols that allow for the successful implementation, evaluation , and improvement of its academic program and operations.

What rating did you receive on your fall 202 renewal report? *Meets*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|---|---|---|---|
| 1 | Clear roles and Champions for all staff | Monthly and Quarterly check ins Job performance evaluations Organized management of initiatives | Staff and families feel supported as reported by satisfaction surveys. Increased positive staff job performance evaluations | Outcomes of family & staff surveys (administered 2x year) |
| 2 | Continuation of Instructional Leadership Team (ILT) | Monthly priorities and reflections Weekly ILT walkthroughs Responsive coaching approach | Staff and families feel supported as reported by satisfaction surveys. Increase in student outcomes and effective instructional practices based on APPR observations | Academic outcomes data Survey data (staff & families)- may need to be revised and include final priorities. |
| 3 | Continuation of rigorous, intentional professional meeting calendar | Planning and implementation of meeting schedule and professional developments | Increase in student outcomes and effective instructional practices based on APPR observations. Staff feel supported as reported by staff satisfaction surveys. | Director to share calendar with board and Academic excellence committee Fall 2021, 2022, 2023 Staff evaluation- report to board Quarterly or 2x a year |
| Priority | Formalize leadership succession planning | | Written plan for school leader and other high level positions. | Board identifies roles to be planned for Spring 2022 |
| Priority | Plan for diversity in the leadership of the school | | | Plan developed for internal growth of staff and diverse pools of candidates Spring 2023 |

Benchmark 8: Mission and key Design Elements: The school is faithful to its mission and has implemented the key design elements included in its charter.

What rating did you receive on your fall 202 renewal report? *Meets*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|--|---|--|
| 1 | Continuation and enhancement of a rigorous and highly enriched curriculum: In addition to the Engage NY and Harcourt Reading program provided using multiple instructional methods., DCS students engage in regular classes in the visual and performing arts as well as physical education. | Instructional coaching model to ensure and support curriculum implementation and pacing Evidence of Arts, Social sTudents and Science integration in grade level ELA and Math Curriculum. | Daily Instructional schedule with identified academic priorities Vertical nand cross curricular alignment | Academic excellence committee- indicators for benchmark 2 should suffice |
| 2 | Continuation and enhancement of Services provided designed to mitigate the major negative impacts of poverty. | Implementation of Community Outreach and Family Outreach specialists Evaluation of services provided at DCS. (blended classrooms, SEL initiative, Intervention Services) | Evident if family satisfaction and wellness surveys Increased student attendance Decrease in disciplinary referrals Increased participation in parent teacher/ student led conferencing and school events. | SEL support - especially post pandemic Community school model Big picture summary of support services and compare to community school model - Reporting to continue |

| | | | | |
|----------|--|---|---|--|
| 3 | <p>Culture of inquiry and enthusiasm: DCS will continue to utilize EL education instructional practices and continue to implement inquiry-based exploration opportunities.</p> | <p>Implementation of the Foss Science Program for grades 5 and 6</p> <p>Creative CREW component to foster excitement and exploratory activities.</p> <p>DCS will continue the implementation of student Leadership and Equity Crews</p> <p>Student satisfaction surveys</p> <p>Weekly exploratory experiences (virtual field trips, experiments, student choice driven research) built into the school day.</p> | <p>Evidence of student led initiatives</p> <p>Positive student satisfaction survey results</p> <p>All 6th graders to attain top choice for 7th grade school.</p> <p>Decrease in discipline referrals</p> <p>Increase in daily student attendance</p> <p>Increase in vocabulary and content knowledge evidenced by the Improved scores on the NYS Grade 5 Science Assessment</p> <p>Observable increase in student engagement and content vocabulary use</p> | <p>Needs to be edited</p> <p>Update on EL for 2021-2022 school year</p> <p>Check to see if it's in charter</p> |
| Priority | | | | |
| Priority | | | | |

Benchmark 9: Enrollment, Recruitment and Retention: The school is meeting or making annual progress toward meeting the enrollment plan outlined in its charter and its enrollment and retention targets for students with disabilities, English language learners, and students who are eligible applicants for the free and reduced priced lunch program; or has demonstrated that it has made extensive good faith efforts to attract, recruit, and retain such students. High schools are meeting persistence rates commensurate with the NYSED target.

What rating did you receive on your fall 202 renewal report? *Approaches*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|--|--|--|---------------------------------------|
| 1 | Weighted lottery for Special Populations | Number of SWD's and/or ENL students applying | Increased numbers for ENL in 21-22 lottery | |
| 2 | Continuation of BM 9 committee | DCS branding (social media ads, GSR, brochures for Special Pops.) Community outreach | Increased numbers for SWD ENL in 21-22 lottery | |
| 3 | Continuation of innovative service offerings for ELL, SWD and general population | Blended classrooms, ELA and Math RtI programming (i-Ready, Leveled Literacy Instruction, Road to the Code, Kathy Richardson Math) SEL programming (restorative practices, mindfulness, mentoring program) Strong partnerships and communication with student home district Committees on Special Education Preference for highly effective bilingual staff | Daily instructional schedule that prioritizes instructional needs as well as enrichment. Decrease in student discipline referrals Increased enrollment and retention of ELL and SWD Increase in bilingual staff Increased number of community partnerships | |
| Priority | | | | |
| Priority | | | | |

Benchmark 10: Legal Compliance: The school complies with applicable laws, regulations and the provisions of its charter.

What rating did you receive on your fall 202 renewal report? *Approaches*

| Strategy | Strategy Name | Measures to Gauge Strategy Effectiveness | Outcome | Evidence/Indicators Reported to Board |
|----------|---|---|---|--|
| 1 | Updated new Employee Fingerprinting Policy | Routine practice of Human Resources team for new hires | Employment clearance reports received prior to employee start date | School director confirms at start of year or for new hire |
| 2 | Scheduled Policy Review and Revision | Policy Review Annual schedule | All policies reviewed, updated, and approved annually | Policy review completed by 12/31 Suggestion: Calendar of review |
| 3 | DCS will request approval for any and all revisions that may result in non-material and or material changes to the charter. | School Director will provide minimal monthly updates of items specific to the CSO benchmarks evidence of success. School Director and or Board Chair will consult with CSO liaison for any policy and charter revisions. | All necessary corrections made to policies and by-laws prior to 2021-2022 school year. Evidence of open communication between school leadership and CSO liaison DCS will be in compliance with the requirements of the law, regulations, and its charter. | Maintain a log of changes - Sara C. email archive |
| Priority | | | | |
| Priority | | | | |

Report Priorities

| | Board Director's Report Priorities | Board/Other Committee Priorities |
|-----------------------------|--|----------------------------------|
| August 8/20/21 | Enrollment update Staffing update | Current Policy PD |
| September 9/17/21 | Consistency/Walkthrough Report Professional Learning Plan update ENL/SWD Instructional practices update Professional Meeting Calendar Share- AEC? | |
| October 10/15/21 | Iready Diagnostic Data (Math and ELA) 1-6 Rigby Data (ELA) | Financial |
| November 11/19/21 | Consistency/Walkthrough Report | |
| December 12/17/21 | Internal Benchmark Data (Math and ELA) K-6 Rigby Data (ELA) | |
| January 1/21/22 | Consistency/Walkthrough Report Wellness Survey Report, Family/Community Outreach/DE&I update/ SEL data update Family and staff survey results | Financial |
| February 2/18/22 | Internal Benchmark Data (Math and ELA) Iready Diagnostic Data (Math and ELA) K-6 Rigby Data (ELA) | |
| March 3/18/22 | Internal Benchmark Data (Math and ELA) Consistency/Walkthrough Report | |
| April 4/15/22 | K-6 Rigby Data (ELA) | Financial |
| May 5/20/22 | Consistency/Walkthrough Report | |
| June 6/17/22 | Iready Diagnostic Data (Math and ELA) K-6 Rigby Data (ELA) Wellness Survey Report, Family/Community Outreach/DE&I | |

| | | |
|-------------------------|--|--|
| | update, SEL data update Family and staff survey results | |
| July 7/15/22 | Enrollment update Staffing update | |

TO DOS

| Sara and Kara | The Board |
|---|---|
| Update professional learning plan August retreat Campus center Organize consistent data reports with Matt ENL support PD- KA, SL, GD Wellness survey- SB, Matt Meeting Calendar/schedule Staff/family surveys- Matt Succession Plan | Board self assessment Calendar for policy review Policies reviewed by 12/31 |

DISCOVERY CHARTER SCHOOL

RESOLUTION #433

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, held at 133 Hoover Drive, Rochester, New York, 14625 the following Resolution was adopted by the Board of Trustees:

WHEREAS: Discovery Charter School (DCS) has completed the 2019-2021 Strategic Plan; and

WHEREAS: The Board of Trustees and the DCS staff have drafted a strategic plan for the period between July 1, 2021 and June 30, 2024; and

WHEREAS: The Strategic Plan, 2021-2024, addresses the Performance Framework and includes the goals of the Action Plan submitted to the Charter School Office;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees approves the attached Strategic Plan, 2021-2024.

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #433

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, held at 133 Hoover Drive, Rochester, New York, 14625 the following Resolution was adopted by the Board of Trustees:

WHEREAS: Discovery Charter School (DCS) has completed the 2019-2021 Strategic Plan; and

WHEREAS: The Board of Trustees and the DCS staff have drafted a strategic plan for the period between July 1, 2021 and June 30, 2024; and

WHEREAS: The Strategic Plan, 2021-2024, addresses the Performance Framework and includes the goals of the Action Plan submitted to the Charter School Office;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees approves the attached Strategic Plan, 2021-2024.

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #437

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, held at 133 Hoover Drive, Rochester, New York, 14625 the following Resolution was adopted by the Board of Trustees:

WHEREAS: Mr. Robert Stiles has asked to step down as Secretary of the Board of Trustees; and

WHEREAS: Ms. Amy Slakes has agreed to serve as Secretary of the Board of Trustees for the remainder of the 2021-22 year;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees confirms a the election of Ms. Amy Slakes as Secretary of the Board of Trustees.

Date: August 20, 2021

Amy Slakes, Secretary

DISCOVERY CHARTER SCHOOL

RESOLUTION #434

At a Regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, at 133 Hoover Drive, Rochester, new York, 14625, a lawful quorum being present, the following Resolution was adopted by the Board of Trustees:

WHEREAS: The Bylaws of Discovery Charter School specify and outline the nature of six committees: Executive Committee (Section 4.1); Governance Committee (Section 4.4); Audit & Finance Committee (Section 4.2); Personnel Committee (Section 4.3), Academic Excellence (Section 4.5), and Diversity, Equity, and Inclusion, and

WHEREAS: The Board Chair has polled existing and potential committee members for an indication of their willingness to serve as members for the next fiscal year and has received an affirmative response as indicated in the list below,

IT IS, THEREFORE, RESOLVED: That the committees of the Board of Trustees will have the following membership during the 2022 fiscal year (July 2021 - June 2022):

Executive Committee:

- Sara Varhus, Board Chair
- Lisa Lewis, Board Vice Chair
- Scott Adair, Board Treasurer
- Amy Slakes, Board Secretary
- Christian Wilkens, Academic Excellence Committee Chair

Governance Committee

- Robert Stiles, Chair
- Christian Wilkens
- Daan Braveman
- Sara Varhus

Audit & Finance Committee:

- Scott Adair, Chair
- Amy Slakes
- Sara Varhus
- Sara Castner, ex officio
- Laurie Corbett, ex officio

Human Resources/Personnel Committee:

- Lisa Lewis, Chair
- Ebony Stubbs

- Robert Stiles
- Susan Dieter, non-trustee/non-voting

Academic Excellence Committee

- Chris Wilkens, Chair
- Tamika Jackson
- Lisa Montanero
- Amy Slakes
- Anna Hill, non-trustee/non-voting

Diversity, Equity, and Inclusion

- Lisa Lewis, Chair
- Tamika Jackson
- Daan Braveman
- Ebony Stubbs
- Lisa Montanaro

Amy Slakes, Secretary

Date: August 20, 2021

SERVICE AGREEMENT

EDUCATION SUCCESS NETWORK, INC. AND DISCOVERY CHARTER SCHOOL

THIS SERVICE AGREEMENT (the "Agreement"), effective July 1, 2021, through June 30, 2022, is by and between Education Success Network, Inc., a New York not-for-profit corporation, with an address of 4 Lake View Park, Rochester, New York 14613 ("ESN"), and Discovery Charter School, a New York State education corporation, with an address of 133 Hoover Drive, Rochester, New York 14615 ("DCS").

1. **SERVICES.** DCS hereby engages ESN to provide the services described in Attachment A (as the same may be amended by the parties from time to time), which is attached hereto and incorporated herein by reference (the "Services").

2. **PERIOD OF SERVICE.** ESN agrees to provide the Services beginning on July 1, 2021, and will continue through June 30, 2022, unless terminated earlier as provided below. This Agreement may be extended in writing by agreement of both ESN and DCS.

3. **FEES AND PAYMENT SCHEDULE.** In consideration for the performance of the Services, DCS will pay ESN in accordance with the fee schedule provided on Attachment A (as may be amended by the parties from time to time) (the "Fees"). The Fees will be billed by ESN to DCS with payment due within thirty (30) days of the date of invoice. If changes in the Services are requested by DCS, it will be obligated to pay the Fees incurred in connection with any such additional Services. DCS agrees that ESN will rely on any change request made by the DCS Director or Board President.

4. **TERMINATION.**
(a) Either party may terminate this Agreement: (i) on thirty (30) days' prior written notice to the other party; (ii) at any time by giving written notice to the other party, which notice will be effective on receipt, should the other party become insolvent, make an assignment for the benefit of creditors or become subject to a bankruptcy proceeding (voluntary or involuntary); or (iii) at any time on written notice to the other party if the other party is in material breach of any provision of this Agreement and such party fails to cure such breach within fifteen (15) days after receipt of a written notice specifying such breach.

(b) On the occurrence of a termination or cancellation of this Agreement for any reason, the parties agree that (i) the termination of this Agreement will not release DCS from its obligation to make payment of any and all amounts previously due and payable to ESN and (ii) the parties' obligations pursuant to Sections 3, 5, 6, 7, and 8 hereof will survive any such termination or cancellation of this Agreement.

5. **INDEPENDENT CONTRACTORS.** The parties are independent contractors, and nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties. Neither party will have the right or power to

bind or obligate the other party in any manner whatsoever. In no event will either party be liable for the debts or obligations of the other.

6. INDEMNIFICATION: LIMITATION OF LIABILITY. Each party (the "Indemnitor") will indemnify, defend, and hold harmless the other party, its affiliates and each of their directors, officers, employees, and agents (collectively, the "Indemnified Parties") with respect to any cost, expense, liability or damage, including reasonable attorneys' fees and expenses and fees related to the investigation or defense of any claims (collectively, "Damages") incurred by an Indemnified Party if and to the extent that such Damages result from third-party claims resulting from the gross negligence or willful misconduct of the Indemnitor. In no event will either party be liable to the other for consequential, special, incidental, or punitive damages, including without limitation, damages resulting from delay of delivery or loss of data, profits, business, or goodwill. Further, the Indemnitor covenants that if a claim or demand is asserted which might result in liability, it will give prompt notice thereof in writing to the other party and will cooperate in defense of such matter.

7. OWNERSHIP/USE OF MATERIALS AND CONFIDENTIAL INFORMATION.

(a) DCS understands and agrees that ESN, in the course of its prior business activities, whether on its own or on behalf of others, has developed and during the course of providing the Services herein may develop certain proprietary and confidential information, methods, ideas, strategies, and materials ("ESN Proprietary Material"), which ESN may use or modify in part to fulfill its obligations under this Agreement.

(b) Upon receipt of full payment for the Services provided under this Agreement, ESN hereby assigns to DCS its rights to materials written and/or designed by ESN specifically for DCS in connection with the Services in accordance with the provisions of this Agreement (the "Works"), other than the portions of the Works that constitute ESN Proprietary Material as determined by ESN in its sole discretion. As to such portion of the Works that constitute ESN Proprietary Material, subject to ESN's receipt of full payment for the Services provided hereunder, ESN hereby grants to DCS a limited, non-exclusive, non-transferable license to use such ESN Proprietary Material solely for purposes of this Agreement, or for purposes that ESN and DCS may mutually agree to in writing. DCS recognizes and agrees that ESN will remain the owner of all right, title, and interest in and to any and all of the ESN Proprietary Material.

(c) ~~THE SERVICES AND THE WORKS ARE PROVIDED ON AN "AS IS" BASIS AND ESN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.~~

(d) ESN understands and agrees that DCS, in the course of this Agreement, may identify in writing as confidential certain proprietary and confidential information about DCS' business and ESN agrees to use such information solely for the purposes of this Agreement.

(e) To the extent that ESN receives any confidential employee data or information (i.e. any information contained in any employee confidential personnel file), then neither ESN nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential employee data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential employee data to any non-designated Discovery employees,

agents or contractors. Designated Discovery employees, agents or contractors shall be identified by the Discovery School Director or his designee only.

(f) To the extent that ESN receives any confidential student information in the course of providing the services contemplated under this Agreement (including, but necessarily limited to such student data as: NYS student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), ESN specifically understands that any and all such confidential student data is and will be confidential student data which is protected under state and federal laws. ESN shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA"). Accordingly, neither ESN nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential student data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential student data to any non-designated DCS employees, agents, or contractors. Designated DCS employees, agents or contractors shall be identified by the DCS Head of School only.

8. MISCELLANEOUS.

(a) This Agreement will be governed by the laws of the State of New York, without regard to its principles of conflict laws. Each party agrees that it will bring any action or proceeding in respect to any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, exclusively in the United States District Court for the Western District of New York or the Supreme Court of the State of New York for the County of Monroe. Each party hereby irrevocably submits to the personal and exclusive jurisdiction of such courts and waives the right to assert the doctrine of "*forum non conveniens*" or to otherwise object to jurisdiction or venue to the extent any proceeding is brought in accordance with or arising out of or relating to this Agreement.

(b) This Agreement may be amended or modified only by a written instrument signed by both ESN and DCS. No provision of this Agreement may be waived without a written instrument signed by the waiving party. The failure of either party to insist, in any one or more instances, on performance of any of the terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant, or condition, but the obligations of the parties with respect thereto will continue in full force and effect.

(c) The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to either party or any circumstance, is invalid or unenforceable: (i) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances will not be affected by such invalidity or unenforceability.

(d) All notices and other communications hereunder will be in writing and will be delivered personally or by guaranteed overnight delivery, or by registered or certified mail (return

receipt requested), postage prepaid, to the parties at addresses provided above. Notice will be deemed given upon receipt or upon the failure to accept delivery.

(e) Neither party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Any assignment or transfer without such consent is void.

(f) This Agreement and its attachments contain the entire Agreement of the parties and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(g) This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This paragraph will not be deemed to permit any transfer or assignment without the consent of the other party.

(h) This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and any of the parties may execute this Agreement by signing any such counterpart. A facsimile copy of this Agreement showing the signatures of each of the parties, or, when taken together, multiple facsimile copies of this Agreement showing the signatures of each of the parties, respectively, where such signatures do not appear on the same copy, will constitute an original copy of this Agreement requiring no further execution.

IN WITNESS WHEREOF, this Agreement is executed by the parties duly authorized officer or representative as of the date first written above.

EDUCATION SUCCESS NETWORK, INC.

By: Joseph M. Martino 6/30/21

Joseph M. Martino, Chief Executive Officer

Date:

DISCOVERY CHARTER SCHOOL

By: Sara Castner

Sara Castner, School Director

Date: 6/30/2021

ATTACHMENT A

Schedule of Services & Fees

INFORMATION TECHNOLOGY SERVICES: TOTAL FEES TO BE PAID BY DCS = \$90,922

ESN will provide Information Technology services to DCS. Specific service detail is listed below. The projected cost of these services is \$90,922. ESN will invoice DCS monthly for 1/12th of the Fees.

IT Support Services Provided to Discovery Charter School

ESN will provide one full-time equivalent IT Specialist to the Discovery Charter School to provide technical assistance to support its operations as set forth below. Emergencies or other special circumstances will be covered on a case-by-case basis. This will include but not be limited to the following functions:

1. Network Infrastructure, Wireless and Data Center
 - a. Monitoring
 - b. Management
 - c. Maintenance
 - d. Upgrades
 - e. Backups
2. Application Services
 - a. Email
 - b. File Storage
 - c. Student Information System
 - d. Learning Management Suite
 - e. Software Installation and Maintenance
3. Help Desk Support
 - a. End-user Support and Training
 - b. End-point Troubleshooting
 - c. Software and Hardware Installs
 - d. Printers, Phones, and Audio/Video
4. Security
 - a. Anti-malware, Virus and Threat Protection
 - b. Cyber Security Assessment
 - c. Physical Security with Fob Assignment
 - d. Camera Access and Management
5. IT Management
 - a. Project Management
 - b. Software and Hardware Procurement
 - c. Budgeting and Planning
 - d. Asset Management

DISCOVERY CHARTER SCHOOL

RESOLUTION #435

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 20th day of August, 2021, held at 133 Hoover Drive, Rochester, New York, 14625 the following Resolution was adopted by the Board of Trustees:

WHEREAS: Education Success Network provided satisfactory Information Technology (IT) Services for Discovery Charter School (DCS) in 2020-2021; and

WHEREAS: Education Success Network has presented a Service Agreement to continue to provide IT support to DCS in 2021-2022 at a cost of \$90,922; and

WHEREAS: The School Director has executed the 2021-2022 Service Agreement with Education Success Network;

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees confirms approval of the 2021-2022 Service Agreement with Education Success Network, at a cost of \$90,922.

Date: August 20, 2021

Amy Slakes, Secretary

SERVICE AGREEMENT

EDUCATION SUCCESS NETWORK, INC. AND DISCOVERY CHARTER SCHOOL

THIS SERVICE AGREEMENT (the "Agreement"), effective July 1, 2020 through June 30, 2021, is by and between Education Success Network, Inc., a New York not-for-profit corporation, with an address of 4 Lake View Park, Rochester, New York 14613 ("ESN"), and Discovery Charter School, a New York State education corporation, with an address of 133 Hoover Drive, Rochester, New York 14615 ("DCS").

1. **SERVICES.** DCS hereby engages ESN to provide the services described in Attachment A (as the same may be amended by the parties from time to time), which is attached hereto and incorporated herein by reference (the "Services").

2. **PERIOD OF SERVICE.** ESN agrees to provide the Services beginning on July 1, 2020 and will continue through June 30, 2021, unless terminated earlier as provided below. This Agreement may be extended in writing by agreement of both ESN and DCS.

3. **FEES AND PAYMENT SCHEDULE.** In consideration for the performance of the Services, DCS will pay ESN in accordance with the fee schedule provided on Attachment A (as may be amended by the parties from time to time) (the "Fees"). The Fees will be billed by ESN to DCS with payment due within thirty (30) days of the date of invoice. If changes in the Services are requested by DCS, it will be obligated to pay the Fees incurred in connection with any such additional Services. DCS agrees that ESN will rely on any change request made by the DCS Director or Board President.

4. **TERMINATION.**
(a) Either party may terminate this Agreement: (i) on thirty (30) days' prior written notice to the other party; (ii) at any time by giving written notice to the other party, which notice will be effective on receipt, should the other party become insolvent, make an assignment for the benefit of creditors or become subject to a bankruptcy proceeding (voluntary or involuntary); or (iii) at any time on written notice to the other party if the other party is in material breach of any provision of this Agreement and such party fails to cure such breach within fifteen (15) days after receipt of a written notice specifying such breach.

(b) On the occurrence of a termination or cancellation of this Agreement for any reason, the parties agree that (i) the termination of this Agreement will not release DCS from its obligation to make payment of any and all amounts previously due and payable to ESN and (ii) the parties' obligations pursuant to Sections 3, 5, 6, 7, and 8 hereof will survive any such termination or cancellation of this Agreement.

5. **INDEPENDENT CONTRACTORS.** The parties are independent contractors, and nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties. Neither party will have the right or power to

bind or obligate the other party in any manner whatsoever. In no event will either party be liable for the debts or obligations of the other.

6. INDEMNIFICATION; LIMITATION OF LIABILITY. Each party (the "Indemnitor") will indemnify, defend, and hold harmless the other party, its affiliates and each of their directors, officers, employees, and agents (collectively, the "Indemnified Parties") with respect to any cost, expense, liability or damage, including reasonable attorneys' fees and expenses and fees related to the investigation or defense of any claims (collectively, "Damages") incurred by an Indemnified Party if and to the extent that such Damages result from third-party claims resulting from the gross negligence or willful misconduct of the Indemnitor. In no event will either party be liable to the other for consequential, special, incidental, or punitive damages, including without limitation, damages resulting from delay of delivery or loss of data, profits, business or goodwill. Further, the Indemnitor covenants that if a claim or demand is asserted which might result in liability, it will give prompt notice thereof in writing to the other party and will cooperate in defense of such matter.

7. OWNERSHIP/USE OF MATERIALS AND CONFIDENTIAL INFORMATION.

(a) DCS understands and agrees that ESN, in the course of its prior business activities, whether on its own or on behalf of others, has developed and during the course of providing the Services herein may develop certain proprietary and confidential information, methods, ideas, strategies, and materials ("ESN Proprietary Material"), which ESN may use or modify in part to fulfill its obligations under this Agreement.

(b) Upon receipt of full payment for the Services provided under this Agreement, ESN hereby assigns to DCS its rights to materials written and/or designed by ESN specifically for DCS in connection with the Services in accordance with the provisions of this Agreement (the "Works"), other than the portions of the Works that constitute ESN Proprietary Material as determined by ESN in its sole discretion. As to such portion of the Works that constitute ESN Proprietary Material, subject to ESN's receipt of full payment for the Services provided hereunder, ESN hereby grants to DCS a limited, non-exclusive, non-transferable license to use such ESN Proprietary Material solely for purposes of this Agreement, or for purposes that ESN and DCS may mutually agree to in writing. DCS recognizes and agrees that ESN will remain the owner of all right, title, and interest in and to any and all of the ESN Proprietary Material.

(c) THE SERVICES AND THE WORKS ARE PROVIDED ON AN "AS IS" BASIS AND ESN EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(d) ESN understands and agrees that DCS, in the course of this Agreement, may identify in writing as confidential certain proprietary and confidential information about DCS' business and ESN agrees to use such information solely for the purposes of this Agreement.

(e) To the extent that ESN receives any confidential employee data or information (i.e. any information contained in any employee confidential personnel file), then neither ESN nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential employee data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential employee data to any non-designated Discovery employees,

agents or contractors. Designated Discovery employees, agents or contractors shall be identified by the Discovery School Director or his designee only.

(f) To the extent that ESN receives any confidential student information in the course of providing the services contemplated under this Agreement (including, but necessarily limited to such student data as: NYS student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), ESN specifically understands that any and all such confidential student data is and will be confidential student data which is protected under state and federal laws. ESN shall adhere to all federal and state laws and regulations protecting the confidentiality of student records including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA"). Accordingly, neither ESN nor its agents, employees and/or sub-contractors shall or will disclose any of such confidential student data or information to anyone or any outside entities or persons not covered by this Agreement, and further will not disclose any of such confidential student data to any non-designated DCS employees, agents or contractors. Designated DCS employees, agents or contractors shall be identified by the DCS Head of School only.

8. MISCELLANEOUS.

(a) This Agreement will be governed by the laws of the State of New York, without regard to its principles of conflict laws. Each party agrees that it will bring any action or proceeding in respect to any claim arising out of or related to this Agreement, whether in tort or contract or at law or in equity, exclusively in the United States District Court for the Western District of New York or the Supreme Court of the State of New York for the County of Monroe. Each party hereby irrevocably submits to the personal and exclusive jurisdiction of such courts and waives the right to assert the doctrine of "*forum non conveniens*" or to otherwise object to jurisdiction or venue to the extent any proceeding is brought in accordance with or arising out of or relating to this Agreement.

(b) This Agreement may be amended or modified only by a written instrument signed by both ESN and DCS. No provision of this Agreement may be waived without a written instrument signed by the waiving party. The failure of either party to insist, in any one or more instances, on performance of any of the terms or conditions of this Agreement will not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant, or condition, but the obligations of the parties with respect thereto will continue in full force and effect.

(c) The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to either party or any circumstance, is invalid or unenforceable: (i) a suitable and equitable provision will be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision; and (ii) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances will not be affected by such invalidity or unenforceability.

(d) All notices and other communications hereunder will be in writing and will be delivered personally or by guaranteed overnight delivery, or by registered or certified mail (return

receipt requested), postage prepaid, to the parties at addresses provided above. Notice will be deemed given upon receipt or upon the failure to accept delivery.

(e) Neither party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Any assignment or transfer without such consent is void.


(f) This Agreement and its attachments contain the entire Agreement of the parties and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(g) This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns. This paragraph will not be deemed to permit any transfer or assignment without the consent of the other party.

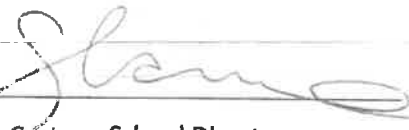
(h) This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and any of the parties may execute this Agreement by signing any such counterpart. A facsimile copy of this Agreement showing the signatures of each of the parties, or, when taken together, multiple facsimile copies of this Agreement showing the signatures of each of the parties, respectively, where such signatures do not appear on the same copy, will constitute an original copy of this Agreement requiring no further execution.

IN WITNESS WHEREOF, this Agreement is executed by the parties duly authorized officer or representative as of the date first written above.

EDUCATION SUCCESS NETWORK, INC.

By: 
Joseph M. Martino, Chief Executive Officer
Date: 7.22.2020

DISCOVERY CHARTER SCHOOL

By: 
Sara Castner, School Director
Date:

ATTACHMENT A

Schedule of Services & Fees

INFORMATION TECHNOLOGY SERVICES: TOTAL FEES TO BE PAID BY DCS = \$87,276

ESN will provide Information Technology services to DCS. Specific service detail is listed below. The projected cost of these services is \$87,276. ESN will invoice DCS monthly for 1/12th of the Fees.

IT Support Services Provided to Discovery Charter School

ESN will provide one full-time equivalent IT Specialist to the Discovery Charter School to provide technical assistance to support its operations as set forth below. Emergencies or other special circumstances will be covered on a case-by-case basis. This will include but not be limited to the following functions:

1. Network Infrastructure, Wireless and Data Center
 - a. Monitoring
 - b. Management
 - c. Maintenance
 - d. Upgrades
 - e. Backups
2. Application Services
 - a. Email
 - b. File Storage
 - c. Student Information System
 - d. Learning Management Suite
 - e. Software Installation and Maintenance
3. Help Desk Support
 - a. End-user Support and Training
 - b. End-point Troubleshooting
 - c. Software and Hardware Installs
 - d. Printers, Phones, and Audio/Video
4. Security
 - a. Anti-malware, Virus and Threat Protection
 - b. Cyber Security Assessment
 - c. Physical Security with Fob Assignment
 - d. Camera Access and Management
5. IT Management
 - a. Project Management
 - b. Software and Hardware Procurement
 - c. Budgeting and Planning
 - d. Asset Management