

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

December 17, 2021 8:00 a.m.-10:00 a.m.

Due to the COVID-19 School Closure- the Board of Trustees meeting is held remotely using Zoom video conferencing, in accordance with Temporary Legislation adopted by State of New York Legislature. The meeting information was included in Public Notice as well as on the school's website:

Topic: Discovery Charter School- Board of Trustees Meeting 12.17.21

Time: December 17, 2021 8:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/78686538388?pwd=MXIJQjR6M2RWR3B5dExVYnQ4VGRJdz09>

Meeting ID: 786 8653 8388

Passcode: Discovery

1. Call to Order
2. Proof of Public Notice of Meeting
3. Conflict of Interest Reminder
4. Public Comment
5. Consent Agenda: Approve Minutes for November Meeting (11.19.21); *(Action Required)*; **Resolution #442** Checks Over \$5000
(Action Required)
6. Committee Reports
 - a. Executive Committee Report
 - b. Academic Excellence Committee: Minutes of 12.13.2021 Meeting attached.
 - c. Governance Committee Report: Board Self Evaluation
 - d. Personnel Committee Report
 - e. Audit & Finance Committee Report: Review of Budget, Quarter One
 - f. Committee on Diversity, Equity, and Inclusion: Follow up on discussion of Community School Model
 - g. Parent Representative Report
7. School Director Report: Consistency/Walkthrough, NYS Test Data, and Enrollment Update/Proposed Academic Targets 21-22
8. Discovery Policy Review: Updated process
9. Executive Session
10. Old Business
11. New Business
12. Motion to Adjourn *(Action Required)*

Next Regular Meetings: Friday, January 21, 2022

DISCOVERY CHARTER SCHOOL

RESOLUTION #4__

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 17th day of December, 2021, held Zoom video conferencing via the following link,
<https://us04web.zoom.us/j/78686538388?pwd=MXIJQjR6M2RWR3B5dExVYnQ4VGRJdz09>
in accordance with Temporary Legislation adopted by State of New York Legislature, the following Resolution was adopted by the Board of Trustees:

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

Houghton Mifflin Harcourt- \$9,356.76 (new ELA curriculum consumables)

Date: December 17, 2021

Amy Slakes, Secretary

Discovery Charter School
Check Detail
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	4934	11/04/2021	Aflac		110-001 · M&T Bank		-22.46
Bill	825712	10/28/2021			235-025 · AFLAC Liability	-22.46	22.46
TOTAL						-22.46	22.46
Bill Pmt -Check	4935	11/04/2021	Cardmember Service		110-001 · M&T Bank		-48.99
Bill		10/19/2021			110-110 · M&T Bank Credit Card - 5639	-48.99	48.99
TOTAL						-48.99	48.99
Bill Pmt -Check	4936	11/04/2021	Cornell University		110-001 · M&T Bank		-2,375.00
Bill	16578	10/01/2021			530-060 · Professional Development Exp	-2,375.00	2,375.00
TOTAL						-2,375.00	2,375.00
Bill Pmt -Check	4937	11/04/2021	De Lage Landen Financial Services, Inc.		110-001 · M&T Bank		-741.97
Bill	74070401	11/01/2021			550-030 · Equipment Lease	-741.97	741.97
TOTAL						-741.97	741.97
Bill Pmt -Check	4938	11/04/2021	Education Success Foundation		110-001 · M&T Bank		-7,585.64
Bill	C2021-901	10/19/2021			550-050 · Utilities	-4,499.40	4,499.40
					530-040 · Telephone	-85.49	85.49
					550-015 · Maintenance & Repairs	-3,000.75	3,000.75
TOTAL						-7,585.64	7,585.64
Bill Pmt -Check	4939	11/04/2021	Education Success Network		110-001 · M&T Bank		-599.05
Bill	C2021-903	10/19/2021			530-020 · Computer Supplies & Software	-599.05	599.05
TOTAL						-599.05	599.05
Bill Pmt -Check	4940	11/04/2021	EnCompass		110-001 · M&T Bank		-235.66
Bill	T2021-900	10/19/2021			530-053 · Transportation	-235.66	235.66
TOTAL						-235.66	235.66
Bill Pmt -Check	4941	11/04/2021	Excellus Blue Cross Blue Shield		110-001 · M&T Bank		-29,732.01
Bill	29729792	10/16/2021			525-015 · Health Insurance	-29,732.01	29,732.01

Discovery Charter School
Check Detail
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-29,732.01	29,732.01
Bill Pmt -Check	4942	11/04/2021	Gilberto Diaz		110-001 · M&T Bank		-102.00
Bill		11/03/2021			530-105 · Miscellaneous Expense	-102.00	102.00
TOTAL						-102.00	102.00
Bill Pmt -Check	4943	11/04/2021	JFM Distribution, Inc.		110-001 · M&T Bank		-4,673.40
Bill	31756	09/01/2021			550-010 · Janitorial	-300.80	300.80
Bill	31764	09/02/2021			550-010 · Janitorial	-2,070.35	2,070.35
Bill	31795	09/16/2021			550-010 · Janitorial	-812.20	812.20
Bill	31824	09/24/2021			550-010 · Janitorial	-322.15	322.15
Bill	31859	10/12/2021			550-010 · Janitorial	-406.55	406.55
Bill	31869	10/22/2021			550-010 · Janitorial	-230.85	230.85
Bill	31870	11/02/2021			550-010 · Janitorial	-530.50	530.50
TOTAL						-4,673.40	4,673.40
Bill Pmt -Check	4944	11/04/2021	Julia K Caters		110-001 · M&T Bank		-26,408.13
Bill	1535	09/30/2021			540-025 · Food Service Fees	-26,408.13	26,408.13
TOTAL						-26,408.13	26,408.13
Bill Pmt -Check	4945	11/04/2021	Katiria Velez		110-001 · M&T Bank		-102.00
Bill		11/03/2021			530-105 · Miscellaneous Expense	-102.00	102.00
TOTAL						-102.00	102.00
Bill Pmt -Check	4946	11/04/2021	New York State Teachers Retirement Loan		110-001 · M&T Bank		-124.00
Bill		11/01/2021			235-015 · TRS Employee Loan	-124.00	124.00
TOTAL						-124.00	124.00
Bill Pmt -Check	4947	11/04/2021	New York State Teachers Retirement System		110-001 · M&T Bank		-80,927.67
Bill		10/15/2021			235-010 · NYSTRS Liability	-80,927.67	80,927.67
TOTAL						-80,927.67	80,927.67
Bill Pmt -Check	4948	11/04/2021	Office Depot		110-001 · M&T Bank		-275.04
Bill	206104276001	10/19/2021			530-005 · Office supplies	-186.39	186.39

Discovery Charter School
Check Detail
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill	206370197001	10/25/2021			530-005 · Office supplies	-53.16	53.16
Bill	206195170001	10/26/2021			530-005 · Office supplies	-35.49	35.49
TOTAL						-275.04	275.04
Bill Pmt -Check	4949	11/04/2021	Premier Accounting		110-001 · M&T Bank		-525.00
Bill		10/31/2021			540-006 · Accounting Services	-525.00	525.00
TOTAL						-525.00	525.00
Bill Pmt -Check	4950	11/04/2021	Samantha Bonanno		110-001 · M&T Bank		-69.99
Bill		11/03/2021			530-005 · Office supplies	-69.99	69.99
TOTAL						-69.99	69.99
Bill Pmt -Check	4951	11/04/2021	Staples		110-001 · M&T Bank		-809.80
Bill	1638459894	10/25/2021			530-005 · Office supplies	-809.80	809.80
TOTAL						-809.80	809.80
Bill Pmt -Check	4952	11/04/2021	Steven H. Polowitz		110-001 · M&T Bank		-5,775.00
Bill		08/20/2021			540-010 · Legal Fees	-5,775.00	5,775.00
TOTAL						-5,775.00	5,775.00
Bill Pmt -Check	4953	11/04/2021	The Business Council of NYS, Inc.		110-001 · M&T Bank		-1,421.31
Bill	1000063914	11/01/2021			235-020 · Life Insurance	-293.46	293.46
					525-021 · Disability - Supplemental	-711.85	711.85
					525-016 · Vision Insurance	-416.00	416.00
TOTAL						-1,421.31	1,421.31
Bill Pmt -Check	4954	11/04/2021	The Hartford Insurance Company		110-001 · M&T Bank		-3,204.07
Bill		10/08/2021			525-035 · Workers Compensation Insurance	-3,204.07	3,204.07
TOTAL						-3,204.07	3,204.07
Bill Pmt -Check	4955	11/04/2021	Transamerica Life Insurance Company		110-001 · M&T Bank		-50.26
Bill		11/01/2021			235-020 · Life Insurance	-50.26	50.26
TOTAL						-50.26	50.26

Discovery Charter School

Check Detail

November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	4956	11/04/2021	Tyler Davis		110-001 · M&T Bank		-102.00
Bill		11/03/2021			530-105 · Miscellaneous Expense	-102.00	102.00
TOTAL						-102.00	102.00
Bill Pmt -Check	4957	11/04/2021	Wayne-Finger Lakes BOCES		110-001 · M&T Bank		-2,375.00
Bill	255-21A	10/14/2021			530-060 · Professional Development Exp	-2,375.00	2,375.00
TOTAL						-2,375.00	2,375.00
Bill Pmt -Check	4958	11/04/2021	Cardmember Service		110-001 · M&T Bank		-45.00
Bill		10/04/2021			110-115 · M&T Bank - 0953	-45.00	45.00
TOTAL						-45.00	45.00
Bill Pmt -Check	4959	11/04/2021	Excellus Blue Cross Blue Shield		110-001 · M&T Bank		-2,211.61
Bill	29749849	11/22/2021			525-017 · Dental Insurance	-2,211.61	2,211.61
TOTAL						-2,211.61	2,211.61
Bill Pmt -Check	4960	11/04/2021	The Hartford Insurance Company DBL & PFL		110-001 · M&T Bank		-219.78
Bill		09/30/2021			525-020 · NYS Disability	-219.78	219.78
TOTAL						-219.78	219.78
Bill Pmt -Check	4961	11/29/2021	Aflac		110-001 · M&T Bank		-22.46
Bill	846094	11/30/2021			235-025 · AFLAC Liability	-22.46	22.46
TOTAL						-22.46	22.46
Bill Pmt -Check	4962	11/29/2021	Amazon.com		110-001 · M&T Bank		-2,140.64
Bill		11/17/2021			110-120 · Amazon Corporate Credit Line	-2,140.64	2,140.64
TOTAL						-2,140.64	2,140.64
Bill Pmt -Check	4963	11/29/2021	Aneesah Willis		110-001 · M&T Bank		-37.18
Bill		11/08/2021			530-010 · Classroom Supplies	-17.48	17.48
Bill		11/08/2021			530-010 · Classroom Supplies	-19.70	19.70
TOTAL						-37.18	37.18

Discovery Charter School
Check Detail
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	4964	11/29/2021	Cardmember Service		110-001 · M&T Bank		-1,152.00
Bill		11/12/2021			110-115 · M&T Bank - 0953	-1,152.00	1,152.00
TOTAL						-1,152.00	1,152.00
Bill Pmt -Check	4965	11/29/2021	Culligan		110-001 · M&T Bank		-30.00
Bill		10/31/2021			530-025 · Food Service Supplies	-30.00	30.00
TOTAL						-30.00	30.00
Bill Pmt -Check	4966	11/29/2021	De Lage Landen Financial Services, Inc.		110-001 · M&T Bank		-779.07
Bill	74392177	11/06/2021			550-030 · Equipment Lease	-779.07	779.07
TOTAL						-779.07	779.07
Bill Pmt -Check	4967	11/29/2021	Education Success Foundation		110-001 · M&T Bank		-29,229.13
Bill	2021-Dec03	11/01/2021			120-015 · Prepaid Expenses	-29,229.13	29,229.13
TOTAL						-29,229.13	29,229.13
Bill Pmt -Check	4968	11/29/2021	Education Success Network		110-001 · M&T Bank		-7,576.84
Bill	2021-1101	11/01/2021			540-011 · Landlord - Admin. Services	-7,576.84	7,576.84
TOTAL						-7,576.84	7,576.84
Bill Pmt -Check	4969	11/29/2021	Excellus Blue Cross Blue Shield		110-001 · M&T Bank		-32,095.25
Bill	30015215	11/16/2021			525-015 · Health Insurance	-32,095.25	32,095.25
TOTAL						-32,095.25	32,095.25
Bill Pmt -Check	4970	11/29/2021	Flower City Charter Services		110-001 · M&T Bank		-19,000.00
Bill	267	11/02/2021			550-010 · Janitorial	-9,500.00	9,500.00
Bill	291	12/01/2021			550-010 · Janitorial	-9,500.00	9,500.00
TOTAL						-19,000.00	19,000.00
Bill Pmt -Check	4971	11/29/2021	Houghton Mifflin Harcourt		110-001 · M&T Bank		-9,356.76
Bill	955454785	11/02/2021			530-085 · Textbooks	-8,133.52	8,133.52
Bill	955456744	11/03/2021			530-085 · Textbooks	-611.62	611.62
Bill	955456743	11/03/2021			530-085 · Textbooks	-611.62	611.62

Discovery Charter School
Check Detail
November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-9,356.76	9,356.76
Bill Pmt -Check	4972	11/29/2021	JFM Distribution, Inc.		110-001 · M&T Bank		-413.75
Bill	31939	11/11/2021			550-010 · Janitorial	-200.00	200.00
Bill	31954	11/16/2021			550-010 · Janitorial	-213.75	213.75
TOTAL						-413.75	413.75
Bill Pmt -Check	4973	11/29/2021	Julia K Caters		110-001 · M&T Bank		-32,928.00
Bill	1556	10/31/2021			540-025 · Food Service Fees	-32,928.00	32,928.00
TOTAL						-32,928.00	32,928.00
Bill Pmt -Check	4974	11/29/2021	Julie Bruce		110-001 · M&T Bank		-178.85
Bill		11/22/2021			530-060 · Professional Development Exp	-178.85	178.85
TOTAL						-178.85	178.85
Bill Pmt -Check	4975	11/29/2021	Monros County Department of Health		110-001 · M&T Bank		-185.00
Bill	FS2022-0879	11/12/2021			540-025 · Food Service Fees	-185.00	185.00
TOTAL						-185.00	185.00
Bill Pmt -Check	4976	11/29/2021	Nickerson Corporation		110-001 · M&T Bank		-1,047.10
Bill	027987	11/10/2021			170-010 · Classroom Equipment	-1,047.10	1,047.10
TOTAL						-1,047.10	1,047.10
Bill Pmt -Check	4977	11/29/2021	Office Depot		110-001 · M&T Bank		-295.95
Bill	201442095001	11/16/2021			530-005 · Office supplies	-97.70	97.70
Bill	211449938001	11/19/2021			530-005 · Office supplies	-198.25	198.25
TOTAL						-295.95	295.95
Bill Pmt -Check	4978	11/29/2021	Premier Accounting		110-001 · M&T Bank		-405.00
Bill	780	11/30/2021			540-006 · Accounting Services	-405.00	405.00
TOTAL						-405.00	405.00
Bill Pmt -Check	4979	11/29/2021	Steven H. Polowitz		110-001 · M&T Bank		-8,337.00

Discovery Charter School

Check Detail

November 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		11/30/2021			540-010 · Legal Fees	-8,337.00	8,337.00
TOTAL						-8,337.00	8,337.00
Bill Pmt -Check	4980	11/29/2021	The Business Council of NYS, Inc.		110-001 · M&T Bank		-1,059.83
Bill	1000065879	11/15/2021			235-020 · Life Insurance	-302.45	302.45
					525-021 · Disability - Supplemental	-447.20	447.20
					525-016 · Vision Insurance	-310.18	310.18
TOTAL						-1,059.83	1,059.83
Bill Pmt -Check	4981	11/29/2021	The Hartford Insurance Company		110-001 · M&T Bank		-3,538.45
Bill		11/08/2021			525-035 · Workers Compensation Insurance	-3,538.45	3,538.45
TOTAL						-3,538.45	3,538.45
Bill Pmt -Check	4982	11/29/2021	Verizon Wireless		110-001 · M&T Bank		-324.27
Bill	9891788011	11/01/2021			530-040 · Telephone	-324.27	324.27
TOTAL						-324.27	324.27
Bill Pmt -Check	4983	11/29/2021	Wegmans		110-001 · M&T Bank		-2,010.40
Bill	Oct	10/31/2021			540-025 · Food Service Fees	-2,010.40	2,010.40
TOTAL						-2,010.40	2,010.40
Bill Pmt -Check	4984	11/29/2021	Cardmember Service		110-001 · M&T Bank		-481.91
Bill		11/02/2021			110-110 · M&T Bank Credit Card - 5639	-481.91	481.91
TOTAL						-481.91	481.91
Bill Pmt -Check	4985	11/29/2021	Excellus Blue Cross Blue Shield		110-001 · M&T Bank		-2,362.46
Bill	30039585	11/22/2021			525-017 · Dental Insurance	-2,362.46	2,362.46
TOTAL						-2,362.46	2,362.46

Total for November: 325,749.14

DISCOVERY CHARTER SCHOOL BOARD OF TRUSTEES
DRAFT MEETING MINUTES
November 19, 2021; 8:15-9:30 A.M.
133 Hoover Drive, Rochester, New York 14615

Due to the COVID-19 School Closure- the Board of Trustees meeting was held remotely using Zoom video conferencing, in accordance with Temporary Legislation adopted by State of New York Legislature. The meeting information was included in Public Notice as well as on the school's website:

Topic: Discovery Charter School- Board of Trustees Meeting 11.19.21
Time: November 19, 2021 08:00 AM Eastern Time (US and Canada)

Join Zoom Meeting
<https://us04web.zoom.us/j/76231347664?pwd=Y0prRWp2K2MrTlVqN25yaG9EZ2lKQT09>

Meeting ID: 762 3134 7664
Passcode: Discovery

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

Trustees Excused: L. Lewis (Vice Chair), S. Fazili,

Also Present: S. Castner (School Director), K. Snyder (Assistant School Director), S. Polowitz (Legal Counsel), E. Meeker (Community School Guest Speaker)

1. Call to Order

- a. The Chair called the meeting to order at 8:05 a.m., and it was determined that a lawful quorum of nine was present.

2. Proof of Public Notice of Meeting

- a. Public Notice was provided in the *Democrat and Chronicle* 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."

4. Opportunity for Public Comment: no public comment

5. Consent Agenda: Approve Minutes for Special Meeting (10.29.21); **Resolution #444** Confirming 11.1.21 action of the Executive Committee (Minutes of Executive Committee 11.1.21 and Minutes of 10.15.21 Meeting) Moved by C. Wilkens, seconded by R. Stiles approved unanimously.

6. Community School Model overview

- a. Guest Speaker Elizabeth Meeker from CCSI (Coordinated Care Services, Inc.) was welcomed to the meeting by the Board Chair and by Trustee D. Braveman.
- b. Elizabeth Meeker started her presentation by answering the question, “What is a Community School?” A community school is a place and a set of partnerships between the school and other community resources. When fully implemented, *the school becomes the hub of the neighborhood and the access point to services* that are tailored specifically to meet child, parent, family, and community needs.
- c. The belief is that by seamlessly and strategically integrating strong academics with housing, health, and other community supports- student learning improves, families become stronger, and communities become healthier more desirable places to live and learn.
- d. It was emphasized that a Community School is a way of thinking with core elements that include:
 - i. Rigorous instruction and high expectations
 - ii. Aligned extended learning time
 - iii. Parent and Family engagement
 - iv. Health and Mental Health Services
 - v. Social Services
 - vi. Early Childhood Education
 - vii. Youth Development
- e. The position of Community Schools Coordinator is instrumental in partnering with the Principal to coordinate all the non-academic components to the Community School initiative
- f. Two local schools using the Community School Model: School #17 and School #33
- g. The Trustees were urged to reach out with any questions after the presentation by contacting: Elizabeth Meeker, PsyD, Vice President, Consulting Services at emeeker@ccsi.org.

7. Executive Session to Review Complaint

- a. A. Slakes moved, and S. Adair seconded a motion to move into Executive Session; the motion carried unanimously at 8:40 am.

8. Resolution #447 (Response to Employee Complaint): D. Braveman moved, and S. Adair second, motion carried unanimously.

9. Committee Reports

- a. Executive Committee: *Deferred to 12.23 Meeting*
- b. Academic Excellence Committee: *Deferred to 12.23 Meeting* (Minutes of 11.15.21 meeting shared with Trustees)
- c. Governance Committee Report: *Deferred to 12.23 Meeting* (Minutes of 10.15.21 meeting shared with Trustees)
- d. Personnel Committee Report: *Deferred to 12.23 Meeting*
- e. Audit & Finance Committee Report: *Deferred to 12.23 Meeting*

f. Ad Hoc Committee on Diversity, Equity & Inclusion: *Deferred to 12.23 Meeting*

g. Parent Representative Report: *Deferred to 12.23 Meeting*

10. ESN IT Services Agreement

- a. **Resolution #443** The Board of Trustees confirms approval of the 2021-2022 Service Agreement with Education Success Network, at a cost of \$90,922..
- b. Moved by S. Adair seconded by T. Jackson, approved unanimously.

11. Legal Services

- a. **Resolution #445** The Board of Trustees confirms agreement with the Engagement Letter with the Coppola Firm, establishing \$250 as the flat hourly rate for the services of Mr. Polowitz and other attorneys in the Coppola Firm.
- b. Moved by D. Braveman, seconded by C. Wilkens, approved unanimously.

12. Dragon Power Hour (After School Program from 3:00-4:30pm)

- a. **Resolution #446** The Board of Trustees approves a daily rate of \$37.50 for individual Dragon Power Hour employees and a daily rate of \$42.00 for the Dragon Power Hour Leader for the 2021-2022 academic year .
- b. Moved by R. Stiles seconded by D. Braveman, approved unanimously.

13. School Director Report: *No Report*

14. Discovery Policy Review: New Process through Google docs

- i. M. Bradstreet has uploaded all current policies into a Google doc to streamline the review process
- ii. All Trustees will be given access and permission to edit and add suggestions in a manner that changes are tracked.
- iii. The policies have been organized by sub-committee for the review process.
- iv. Review by sub-committees continues to be in process

15. **Old Business:** E. Stubbs asked for an update on the transportation proposal currently before the RCSD Board of Education. S. Varhus reviewed steps taken to date: the letter from the DCs Board to RCSD Board of Education and State Monitor Jallow has been sent; DCS parents have been encouraged to write letters as well, and to speak at upcoming BoE meetings. Ebony Stubbs has spoken at a BoE meeting, and she reported that it will be important to increase the presence of charter school parents at these meetings.

16. **New Business:** *none*

17. **Adjournment:** The meeting was adjourned at 9:35. (Moved by T. Jackson seconded by R. Stiles, approved unanimously)

Next Meetings: Friday, December 17, 2021

Executive Committee Meeting Minutes
Meeting Nov. 15, 2021 / Time: 4:00 pm via Zoom
Minutes Recorded By: Sara Varhus

Committee Chair:		Sara Varhus			
Committee Members	Name		Present	Excused	
	Sara Varhus		X		
	Lisa Lewis		X		
	Scott Adair			X	
	Christian Wilkens		X		
	Amy Slakes			X	
MEETING AGENDA, MINUTES AND ACTION ITEMS					
Agenda Item	Discussion	Action Item	Responsible Party	Due Date	
Review of Employee Complaint	The Committee concluded that the School Director acted in a manner consistent with the DCs charter and the policies of the school.	Report this finding to the Board of Trustees at its next regular meeting.	Sara Varhus	November 19, 2021	

Executive Committee Meeting Minutes
Meeting Nov. 15, 2021 / Time: 4:00 pm via Zoom
Minutes Recorded By: Sara Varhus

Strategic Plan					
Data Collection					
Professional Development					
Staffing					

Executive Committee Meeting Minutes
Meeting Nov. 15, 2021 / Time: 4:00 pm via Zoom
Minutes Recorded By: Sara Varhus

Final Comments					
Attachments					

Committee Chair:	Chris Wilkens		
Committee Members	Name	Present	Excused
	Chris Wilkens	X	
	Lisa Montanaro	X	
	Tamika Jackson		X
	Anna Hill	X	
	Sara Castner	X	
	Also Present: Matt Bradstreet, Kara Snyder, Ciomardia Diaz, Justin Schultz		

MEETING AGENDA, MINUTES AND ACTION ITEMS

Agenda Item	Discussion	Action Item	Responsible Party	Due Date
iReady math & ELA B.o.Y. benchmarks	High testing/participation rate Uncertain how invested students in upper grades were Plan to make these more of an event, including ensuring paper/pencil interactivity	Administer winter iReady, Jan. 2022; share growth reports with AEC	DCS admin team / Matt B.	Week of 1.10 & 1.18.22
Need to analyze iReady & DCS benchmark / growth data	November data summary unavailable; will have in late January 2022	Administer Jan. DCS benchmarks; share growth reports with AEC	DCS admin team / Matt B.	2.14.22
Assessment targets for DCS (all grades)	Draft targets shared – based on 2021 NYS data, iReady benchmarks & November DCS testing	Process for presentation @ 12/17 DCS Board meeting	Justin & CeCe / Matt B?	12.17.21
Explore additional curriculum for 2022-23	Some interest in iReady math curriculum	Monitor use in ICOT classrooms @ DCS	Justin	3.1.22
Backfilling students @ upper grades	DCS needs full enrollment; lots of student mobility; students in upper grades arriving with minimal academic skills	None at this time.		
Progress monitoring	AEC could use clarity on how assessment results translate to academic interventions. Weekly ELA and math team meetings are happening. How does this impact classroom practice /	None at this time		

	interventions / progress monitoring?			
Walkthroughs	Cancel 1/10 AEC meeting – encourage walkthroughs by AEC members & allow time for Jan. testing data	Visit DCS for a walkthrough (email Sara C.)	AEC members	2.14.2022

DISCOVERY CHARTER SCHOOL

BYLAWS

ARTICLE I: APPLICABLE LAW

Section 1.1. Public Charter School.

Discovery Charter School (the “Corporation” or the “School”) is a charter school as defined in the New York State Charter Schools Act (Article 56) of the Education Law of the State of New York. Except as otherwise provided by the Education Law of the State of New York, the Corporation is an independent and autonomous education corporation and is a public school.

Section 1.2. Not for Profit Corporation Status.

Pursuant to the Education Law of the State of New York, and except as otherwise provided by said law, the Corporation is a charitable corporation as defined in the Not For Profit Corporation Law of the State of New York.

Section 1.3. Non-Membership Corporation.

The Corporation is a non-membership corporation.

ARTICLE II: BOARD OF TRUSTEES

Section 2.1. Management of Corporate Affairs.

Except as otherwise provided by law, the Education Law of the State of New York, the charter as approved by the Board of Regents (the “Charter”), the Provisional Charter issued to the Corporation by the Board of Regents of the University of the State of New York (“Charter”) and/or these bylaws, the activities, property and affairs of the Corporation shall be managed by the Board of Trustees.

Section 2.2. Number and Qualifications.

The Board of Trustees (or the “Board”) shall consist of at least five (5) and no more than [fifteen (15)] voting members, [fourteen (14)] of whom shall be classified as “At-Large Trustees”, one (1) of whom shall be classified as “Parent Representative Trustee”. At-Large Trustees shall be community leaders who are representative of the community at large. The Parent Representative Trustee shall be a parent/guardian of a child(ren) enrolled in Discovery Charter School. All Trustees shall be strongly committed to improving public school educational opportunities for all children and fully supportive of Discovery Charter School’s mission statement, goals and objectives. The Trustees may increase or decrease the number of Trustees of the Corporation by vote of the majority of the entire Board, but the number of Trustees constituting the entire Board shall at no time be fewer than five (5) nor more than [fifteen (15)], and at no time after the opening of the School shall there be any fewer than one (1) Parent Representative Trustee. The size of the Board shall be determined by way of a Board Resolution at each Annual Meeting of the Board, or at such other times as the Board may decide.

No decrease in the number of Trustees shall shorten the term of any incumbent Trustee. All of the Trustees shall be at least eighteen (18) years of age. Employees of the Corporation are not eligible to be members of the Board of Trustees.

Subject to New York State Education Department approval, each Trustee shall be approved and elected to the Board of Trustees by the Board of Trustees.

Section 2.3. Responsibilities of Board Members:

All members of the Board of Trustees shall be familiar with the Charter and its provisions as well as all policies adopted by the Board of Trustees. All new Trustees shall undergo required training in the roles and responsibilities of Trustees. In their actions as Trustees, Board members shall abide by the Charter and Board of Trustees policies, shall oversee the financial management of the corporation and the School Director, shall monitor academic progress and shall serve on committees as needed or dictated below. Trustees shall at all times behave in an ethical and effective manner and take necessary and appropriate action to ensure the success of the school.

Section 2.4. Deleted

Section 2.5. Term of Office.

Each At-Large Trustee term of office shall be for a period of three (3) years. The Parent Representative Trustee term of office shall be the shorter of either a period of three (3) years or until the Parent Representative Trustee no longer has any child(ren) attending Discovery Charter School.

Section 2.6. Election of Trustees.

Except as otherwise provided by law, the Education Law of the State of New York, the Charter or these bylaws, election of At-Large Trustees to fill expired terms shall take place at the Annual Meeting of the Board of Trustees (see Article III, Section 3.3.). The Parent Representative Trustee shall be designated to be a member of the Board of Trustees by a majority vote of the Board of Trustees whenever the Parent Representative Trustee term expires or vacancy occurs. Any parent/guardian designated to be the Parent Representative Trustee shall be seated as a voting member of the Board of Trustees upon approval and election by the Board of Trustees and upon approval by the New York State Education Department.

Section 2.7. Vacancies.

At-Large Trustee vacancies occurring in the Board of Trustees for any reason may be filled by vote of a majority of the Trustees then in office. A Trustee elected to fill a vacancy shall hold office until the next Annual Meeting of the Board of Trustees.

Section 2.8. Resignation.

Any member of the Board of Trustees may resign at any time by giving notice of his or her resignation to the Chair, Vice Chair or Secretary. A Trustee's resignation will take effect at the time designated by the resigning Trustee. Unless otherwise specified in a notice of resignation from the resigning Trustee, Board of Trustee acceptance of resignation shall not be necessary to make the resignation effective.

Section 2.9. Removal.

Any Trustee may be removed for cause by the affirmative vote of the majority of the entire Board of Trustees in accordance with Education Law 226(8), provided that at least one week's previous notice of the proposed action shall have been given to the accused and to each trustee. Unexcused absence from two (2) consecutive regular meetings of the Board or four (4) regular meetings of the Board in any 12-month period shall, without limitation, be considered cause for removal.

Section 2.10. Contracts with the Corporation.

No member of the Board shall be interested, directly or indirectly, in any contract relating to the operations of the Corporation, nor in any contract for furnishing supplies thereto, unless authorized by the concurring vote of a majority of the entire Board not including the vote(s) of the interested Trustee(s). In the event that any Trustee has a relationship with a for-profit or not-for-profit entity having a business relationship with Discovery Charter School, then said Trustee shall recuse him or herself from any discussion and vote with respect to any matter concerning Discovery Charter School's business relationship with the for-profit or not-for-profit entity that said Trustee has a relationship with.

Section 2.11. Compensation.

No Trustee shall receive, directly or indirectly, salary, compensation or emolument from the Corporation for acting as a Trustee, except reimbursement of expenses necessarily incurred in effecting one or more of the corporate purposes of the Corporation.

ARTICLE III: MEETINGS OF TRUSTEES

Section 3.1. Regular Meetings.

Regular meetings of the Board of Trustees of the Corporation are the official convening of a public body for the purpose of conducting public business and shall include the use of videoconferencing for attendance and participation by the members of the public body. Regular meetings for the transaction of such business as may be set forth in the notice of the meeting shall be held at such time and place as shall be determined by the Board of Trustees and the notice of meeting shall specify.

The Board of Trustees will hold no fewer than twelve (12) Regular meetings each year between July 1 and June 30.

Section 3.2. Special Meetings.

Special meetings of the Board of Trustees may be called at any time by the Chair, or in his or her absence or disability, the Vice-Chair, and must be called by such officer on written request by three (3) Trustees. Such request shall state the purpose or purposes for which the Special meeting is to be called. Each Special meeting of the Board of Trustees shall be held at such time and place as the person calling the meeting shall determine and the notice of the meetings shall specify.

Section 3.3. Annual Meeting.

The Annual meeting of the Board of Trustees shall be the Regular meeting held in July of each year, or such other Regular meeting as the Board of Trustees shall designate.

Section 3.4. Notice of Meetings.

Notice of each Regular, Annual or Special meeting of the Board of Trustees stating the time and place thereof shall be given by the Chair, the Vice Chair or the Secretary to each member of the Board not less than seven (7) days before the meeting by mailing the notice, postage prepaid, addressed to each member of the Board at his or her residence or usual place of business, or not less than five (5) days before the meeting, by delivering the notice to each member of the Board personally, by email, or by telephone.

Section 3.5. Quorum and Action of the Board of Trustees.

At all meetings of the Board of Trustees, except as otherwise provided by law, the Education Law of the State of New York, the Charter or these bylaws, a quorum shall be required for the transaction of business, which quorum shall consist of a simple majority of Trustees, including vacancies, and the vote of a majority of the Trustees present in person or by videoconference shall decide any question that may come before the meeting. Meetings at which videoconferencing will be used to conduct the meetings shall be permissible provided that all Board members in attendance and any members of the public wishing to attend any such meeting are able to attend, listen, observe and participate from and at any site at which any member of the Board may be located.

Trustees who participate in Board meetings by telephone shall not be counted for the purposes of meeting a quorum and shall not be permitted to vote.

Section 3.6. Procedure.

The order of business and all other matters of procedure at every meeting of the Board may be determined by the person presiding at the meeting.

Section 3.7. Public Notice.

In addition to the notice requirements set forth above, public notice of any and all meetings of the Board of Trustees, and of any committee or subcommittee shall be given as required by the Open Meetings Law of the State of New York.

ARTICLE IV: COMMITTEES OF THE BOARD OF TRUSTEES

Section 4.1. Executive Committee.

There shall be an Executive Committee that shall consist of the officers of the Corporation, the chair of the Personnel Committee if not an officer and, at the discretion of the Chair one or more other Board members selected by the Chair of the Board. In no event shall the Executive Committee consist of fewer than five (5) members. Except as otherwise provided by law, the Education Law of the State of New York, the Charter or these bylaws, all acts done and power and authority conferred by the Executive Committee from time to time within the scope of its authority shall be, and may be deemed to be, and may be specified as being, an act under the

authority of the Board of Trustees. The Executive Committee shall be responsible for organizing the annual board retreat, in collaboration with the School Director.

Section 4.2. Audit and Finance Committee.

The Board of Trustees, by resolution or resolutions adopted by a majority of the entire Board, shall designate from among its members an Audit and Finance Committee that shall consist of a chair and at least two (2) other Trustees. In any event, at least 3 members of the Audit and Finance Committee shall be “Independent” as defined in the New York Not For Profit Corporation Law. The Audit and Finance Committee shall be responsible for the fiscal health of the Discovery Charter School. The responsibilities of this committee shall include, but not be limited to (a) monitoring the School’s finances and reporting to the Board on the fiscal condition of the School; (b) reviewing and assisting with the preparation of budgets and financial statements and making recommendations for approval of same to the Board of Trustees as necessary; (c) reviewing the annual audit and recommending acceptance of same to the Board of Trustees; and (d) soliciting and vetting audit proposals and making recommendations for approval of the School’s auditor to the Board of Trustees as necessary. The Treasurer shall chair this committee.

Section 4.3. Personnel Committee.

The Board of Trustees, by resolution or resolutions adopted by a majority of the entire Board, shall designate from among its members a Personnel Committee that shall consist of a chair and at least two (2) other Trustees. The Personnel Committee shall be responsible for all human resource issues including, but not limited to: (1) recommendations to the Board as to personnel hiring and termination, in consultation with the school Director; (2) recommendations to the Board as to compensation and benefits; (3) recommendations to the Board as to personnel policies; (4) recommendations to the Board as to work place safety; and general personnel policies as recommended by the School Director. The Chair shall designate the chair of the Personnel Committee.

Section 4.4 Governance Committee

The Board of Trustees, by resolution or resolutions adopted by a majority of the entire board, shall designate from among its members a Governance committee that shall consist of a chair and at least two (2) other Trustees. This committee shall be responsible for periodic review of the Bylaws to ensure that they are current and meet the needs of DCS; nominations to fill board vacancies based on an assessment of board diversity and capacity to perform board functions; recommendations for renewal of board member terms based on evaluation of board members’ performance; advancing slates of board officers for approval by the board; undertaking succession planning for the board, especially with respect to the board chair; overseeing regular evaluation of the board as a whole; implementing orientation for new board members and further development for the full board, as needed;; and recommending other practices of good governance. The Governance Committee will also monitor New York State Education Department rules and regulations, to keep the school’s charter current with the requirements of those rules and regulations, and to monitor the school’s performance against the terms and conditions set forth in its charter.

Section 4.5. Academic Excellence Committee

The Board of Trustees, by resolution or resolutions adopted by a majority of the entire Board, shall designate from among its members an Academic Excellence Committee that shall consist of a chairman and at least two (2) other Trustees. The Committee, working with the School Leader, shall be responsible for academic oversight for the Board including, but not limited to (a) setting and reaching rigorous academic goals, (b) monitoring student performance by reviewing data and tracking trends to constructively inform decisions, (c) monitoring the school leader's efforts to improve areas of subpar student performance, (d) developing and reviewing academic dashboards that measure progress toward annual academic goals, (e) building board-wide understanding of the school's academic performance and progress toward goals, and (f) communicating academic progress or strategic challenges to the full Board.

Section 4.6. Other Committees.

The Board of Trustees, by resolution or resolutions adopted by a majority of the entire Board, shall designate from time to time from among its members such other committees (ad hoc and standing) as the Board of Trustees deems necessary. Any such other committee shall consist of a chair and at least two (2) other Trustees. The Chair shall designate the chair of any such other committees.

Section 4.7. Acts and Proceedings.

Every committee shall, at the discretion of the committee chair, be able to appoint such subcommittee(s) as may be necessary. Each committee and subcommittee shall keep regular minutes of its proceedings and report its actions to the Board of Trustees when required.

Section 4.8. Meetings of Committees and Subcommittees.

Committees and subcommittees of Trustees shall meet at such times and places as the chair of each committee shall determine and the notice of the meeting shall specify. Meetings of committees and subcommittees of Trustees shall be governed by the provisions of of Article II of these bylaws which govern meetings of the entire Board of Trustees.

Section 4.9. Notice and Public Notice of Meetings of Committees and Subcommittees.

Reasonable notice of meetings of committees and subcommittees shall be provided by the chair of each such committee or subcommittee. In addition, public notice of any and all meetings of any committee or subcommittee shall be given as required by the Open Meetings Law of the State of New York. To the extent of any conflict between any provision of these bylaws and the Open Meetings Law, the Open Meetings Law shall prevail and control.

ARTICLE V: OFFICERS

Section 5.1. Officers.

The Board of Trustees shall, at its Annual meeting, appoint or elect from among its members a Chair, Vice Chair, Secretary and Treasurer. The Board of Trustees may from time to time elect or appoint such additional officers as it deems necessary. Such additional officers shall have such authority and perform such duties as the Board of Trustees may from time to time prescribe. The responsibilities of the officers shall be as follows:

Chair: The Chair shall be the chief executive officer of the Corporation, shall preside at all meetings of the Board of Trustees, and shall, in general, perform such other duties incident to the office of the Chair and shall do and perform such other duties as may be assigned to him or her from time to time by the Board of Trustees. For each committee or subcommittee, the Chair shall recommend a committee chair and members for approval by the Board of Trustees.

Vice Chair: In the absence of the Chair, the Vice Chair shall perform all of the duties pertaining to the office of the Chair. The Vice Chair shall have such other duties as may be assigned to him or her by the Board of Trustees. In case of a vacancy in the office of the Chair, the Vice Chair shall assume the office of the Chair.

Secretary: The Secretary shall keep the minutes of all meetings of the Board of Trustees and, unless otherwise directed, the minutes of all meetings of committees of the Board of Trustees; shall give, or cause to be given, notice of all meetings of members of the Board and all other notices required by law or by these bylaws; shall have custody of the Corporate books and records; shall affix the Corporate Seal to all instruments requiring it when authorized by the Board or the Chair.

Treasurer: The Treasurer shall have care and custody of all monies of the Corporation and deposit same in the name of the Corporation in the depository or depositories selected by the Board of Trustees from time to time; shall disburse said funds as ordered or authorized by the Board of Trustees; shall keep accurate records of receipts and disbursements, submit his or her books and records to the Chair and give an itemized statement of his or her accounts at each Annual meeting of the Board; and shall, in general, perform all other duties incident to the office of Treasurer and shall do and perform such other duties as may be assigned to him or her from time to time by the Board of Trustees. The Treasurer shall have oversight of all financial systems of the Discovery Charter School, and shall be responsible for reviewing the work of the accounting firm and auditing firm engaged by Discovery Charter School.

Section 5.2. Term of Office.

Unless otherwise determined by the Board of Trustees, the officers shall hold office until the next Annual meeting of the Board and until their successors have been elected or appointed and qualified. Each additional officer appointed or elected by the Board of Trustees shall hold office for such term as shall be determined from time to time by the Board of Trustees and until his or her successor has been elected or appointed and qualified. Any officer, however, may be removed or have his or her authority suspended by the majority of the entire Board in accordance with Education Law 226(8) consistent with principles of due process. If the office of any officer becomes vacant for any reason, the Board of Trustees shall have the power to fill such vacancy.

Section 5.3. Resignation.

Any officer may resign at any time by notifying the Chair, Vice Chair or the Secretary of the Corporation in writing. Such resignation shall take effect at the time specified therein and unless otherwise specified in such resignation, the acceptance thereof shall not be necessary to make it effective.

Section 5.4. Duties of Officers May Be Delegated.

In case of the absence or disability of an officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may delegate the powers or duties of any

officer to any other officer or to any member of the Board, except as otherwise provided by law, the Education Law of the State of New York, the Charter or these bylaws.

Section 5.5. Compensation.

No officer of the Corporation shall receive, directly or indirectly, salary, compensation or emolument from the Corporation for acting as an officer, except reimbursement of expenses necessarily incurred in effecting one or more of the corporate purposes of the Corporation.

ARTICLE VI: INDEMNIFICATION OF TRUSTEES AND OFFICERS

Section 6.1. Right of Indemnification.

Each Trustee and officer of the Corporation, whether or not then in office, and any person whose testator or intestate was such a Trustee or officer, shall be indemnified by the Corporation for the defense of, or in connection with, any threatened, pending or completed actions or proceedings and appeals therein, whether civil, criminal, administrative or investigative, in accordance with and to the fullest extent permitted by New York State law or other applicable law, as such law now exists or may hereafter be adopted or amended; provided, however, that the Corporation shall provide indemnification in connection with an action or proceeding (or part thereof) initiated by such a Trustee or officer only if such action or proceeding (or part thereof) was authorized by the Board of Trustees.

Section 6.2. Advancement of Expenses.

Expenses incurred by a Trustee or officer in connection with any action or proceeding as to which indemnification may be given under Section 1 of this Article VI may be paid by the Corporation in advance of the final disposition of such action or proceeding upon (a) the receipt of an undertaking by or on behalf of such Trustee or officer to repay such advancement in case such Trustee or officer is ultimately found not to be entitled to indemnification as authorized by this Article VI, and (b) approval by the Board of Trustees acting by a quorum consisting of Trustees who are not parties to such action or proceeding or, if such a quorum is not obtainable, then by a vote of a majority of the entire Board of Trustees. To the fullest extent permitted by law, the Board of Trustees shall not be required to find that the Trustee or officer has met the applicable standard of conduct provided by law for indemnification in connection with such action or proceeding before the Corporation makes any advance payment of expenses hereunder.

Section 6.3. Availability and Interpretation.

To the extent permitted under applicable law, the rights of indemnification and to the advancement of expenses provided in this Article VI (a) shall be available with respect to events occurring prior to the adoption of this Article VI, (b) shall continue to exist after any rescission or restrictive amendment of this Article VI with respect to events occurring prior to such rescission or amendment, (c) shall be interpreted on the basis of applicable law in effect at the time of the occurrence of the event or events giving rise to the action or proceeding or, at the sole discretion of the Trustee or officer or, if applicable, at the sole discretion of the testator or intestate of such Trustee or officer seeking such rights, on the basis of applicable law in effect at the time such rights are claimed, and (d) shall be in the nature of contract rights that may be

enforced in any court of competent jurisdiction as if the Corporation and the Trustee or officer for whom such rights are sought were parties to a separate written agreement.

Section 6.4. Other Rights.

The rights of indemnification and to the advancement of expenses provided in this Article VI shall not be deemed exclusive of any other rights to which any Trustee or officer of the Corporation or other person may now or hereafter be otherwise entitled, whether contained in these bylaws, a resolution of the Board of Trustees or an agreement providing for such indemnification, the creation of such other rights being hereby expressly authorized. Without limiting the generality of the foregoing, the rights of indemnification and to the advancement of expenses provided in this Article VI shall not be deemed exclusive of any rights, pursuant to statute or otherwise, of any Trustee or officer of the Corporation or other person in any action or proceeding to have assessed or allowed in his or her favor, against the Corporation or otherwise, his or her costs and expenses incurred therein or in connection therewith or any part thereof.

Section 6.5. Severability.

If this Article VI or any part hereof shall be held unenforceable in any respect by a court of competent jurisdiction, it shall be deemed modified to the minimum extent necessary to make it enforceable, and the remainder of this Article VI shall remain fully enforceable. Any payments made pursuant to this Article VI shall be made only out of funds legally available therefore.

ARTICLE VII: CORPORATE FINANCE

Section 7.1. Corporate Funds.

The funds of the Corporation shall be deposited in its name with such banks, trust companies or other depositories as the Board of Trustees may from time to time designate. All checks, notes, drafts and other negotiable instruments of the Corporation shall be signed by such officer or officers, agent or agents, employee or employees as the Board of Trustees from time to time may designate. No officers, agents or employees of the Corporation, alone or with others, shall have the power to make any checks, notes, drafts or other negotiable instruments in the name of the Corporation or to bind the Corporation thereby, except as provided by this section.

Section 7.2. Fiscal Year.

The fiscal year of the Corporation shall commence on July 1 and end on June 30.

Section 7.3. Loans to Trustees and Officers.

No loans shall be made by the Corporation.

Section 7.4. Gifts.

Except as otherwise provided by law or the Charter, the Board of Trustees, the Executive Committee or any authorized officer, employee or agent of the Corporation may accept, on behalf of the Corporation, any lawful contribution, gift, bequest or devise for any general or special purpose or purposes of the Corporation.

Section 7.5. Income from Corporate Activities.

All income from activities of the Corporation shall be applied to the maintenance, expansion or operation of the lawful activities of the Corporation.

ARTICLE VIII: CONFLICTS OF INTEREST AND CODE OF ETHICS

Pursuant to requirements of Article 56 of the Education Law of the State of New York, the School shall be subject to the provisions of sections eight hundred, eight hundred one, eight hundred two, eight hundred three, eight hundred four, eight hundred four-a, eight hundred five, eight hundred five-a, eight hundred five-b and eight hundred six of the General Municipal Law of the State of New York to the same extent such sections apply to school districts, and shall adopt conflicts of interest and ethics policies in accordance with applicable law. In the event that the School adopts any conflict of interest and/or code of ethics policy or policies that are inconsistent with said provisions of law, then, and to the extent of any such inconsistencies, the provisions of applicable New York law shall prevail.

ARTICLE IX: COMPLAINT PROCESS

Any individual(s) shall be able to bring a complaint against the School by submitting a letter of complaint explaining the reason(s) for the complaint and the remedy sought. The letter of complaint shall be addressed to the School's School Director who shall investigate and make a decision regarding any such complaint. The letter of complaint may be hand delivered, mailed or sent by overnight carrier to: School Director, Discovery Charter School, 133 Hoover Drive, Rochester, NY, 14615, or in the alternative via email to: contact@rochesterdiscovery.com

Pursuant to NY law, if the individual(s) is/are not satisfied with the School Director's decision/response to the complaint, then the individual(s) shall be able to bring the complaint to the School's Board of Trustees for decision by submitting a letter of appeal of the School Director's response/decision to the Chair of the Board of Trustees. Said letter of appeal may be hand delivered, mailed or sent by overnight carrier to: Chair of the Board of Trustees, Discovery Charter School, 133 Hoover Drive, Rochester, NY 14615, or in the alternative via email to: contact@rochesterdiscovery.com. The letter of appeal should contain a statement of the complaint including the provision(s) of the School's charter or law that is/are alleged to have been violated, and should include copies of all relevant correspondence and/or documentation. Any appeal of the School Director's decision/response to a complaint shall be addressed by the Board of Trustees at the first Regular Board meeting following receipt of the letter of appeal, provided that the letter of appeal is received no later than seven (7) days prior to said next Regular Board meeting. In the event the letter of appeal is not received within said time-frame, then the appeal shall be heard at the following Regular Board meeting.

In the event of a complaint against the School Director, then the letter of complaint shall be sent directly to the Chair of the School's Board of Trustees.

Pursuant to NY law, any individual(s) who is/are not satisfied with the Board of Trustees decision of an appeal of the School Director's decision/response to a complaint shall be able to appeal the Board of Trustees decision to the New York State Board of Regents. The Board of Regents has delegated the authority to the Commissioner of Education to handle complaints brought to the Regents concerning charter schools. All complaints brought to the Board of Regents/Commissioner concerning charter schools must be submitted in writing to the State Education Department's Charter School Office, either via mail at: Charter School Office, NYS Education Department, 89 Washington Avenue, Albany, NY 12234, or via email to: charterschools@nysed.gov. The subject line of the email should read: Complaint: Discovery Charter School.

The contents of the letter/email should include:

- A detailed statement of the complaint including the provision of the School's charter or law that you allege has been violated.
- What, if any, response you received from the School's Board of Trustees (and the School's Charter Entity in the case of schools not authorized by the Board of Regents).
- Copies of all relevant correspondence between you and the School and you and the Charter Entity if applicable. (You should maintain copies of all correspondence and materials for your own files.)
- What specific action or relief you are seeking.
- Contact information for you – name, address, email address, telephone number.

ARTICLE X: CLOSURE OR DISSOLUTION

In the event of closure or dissolution of the Corporation for any reason, transfer of students and student records, and disposition of the Corporation's assets shall occur as required under New York State Charter Schools Act (Article 56) of the Education Law of the State of New York.

In the event of closure or dissolution of the Corporation for any reason, the Board and staff of Discovery Charter School shall comply with the authorizer's closing procedures checklist and timelines and shall take the following steps:

- Engage legal counsel, auditors and any other needed professionals to prepare the Corporation for closure.
 - Responsible Party: Chair of the Board of Trustees.
 - Time: Immediately following Board action to close the school.
- Send written notification to families that shall include key dates and an invitation to a meeting to learn about transfer options and enrollment in new schools.
 - Responsible Party: School Director.
 - Time: Within two weeks of Board action to close the school.
- Send written notification to the school district(s) of residence and local private and charter schools that invites representatives to meet with parents to inform and recruit students.
 - Responsible Party: School Director.
 - Time: Within two weeks of Board action to close the school.

- Transfer student records to either the student's new school (if enrolled), or to the district of location.
 - Responsibility: Business Manager.
 - Time: Within 30 days of the last school day.
- Send written notification to school employees including key dates and an invitation to a meeting to learn about closure procedures, benefits and employment opportunities at local schools.
 - Responsible Party: School Director.
 - Time: Within two weeks of Board action to close the school.
- Send written notification to the school district(s) of residence and local private and charter schools that invites representatives to meet with employees to recruit teachers and other staff.
 - Responsible Party: School Director.
 - Time: Within two weeks of Board action to close the school.
- Submit final reports to SED.
 - Responsible Party: School Director.
 - Time: Within 60 days of the last day of school.
- Settle debts and close out accounts, including a final audit.
 - Responsible Party: Business Manager, Treasurer.
 - Time: Within 120 days of the end of the final fiscal year.
- Transfer any remaining assets in accordance with and as required by Article 56 of the Education Law of the State of New York.
 - Responsible Party: Treasurer.
 - Time: Following the approval of the final audit.

ARTICLE XI: BYLAW AMENDMENTS

Subject to the approval of the Charter School Office of the New York State Education Department, these bylaws may be adopted, amended or repealed at any meeting of the Board of Trustees by a vote of two-thirds (2/3) of the entire Board of Trustees. Notice of a meeting to vote on adoption, amendment or repeal of any bylaw(s) shall include details and specification of the proposed action.

I hereby certify that these Bylaws were approved by unanimous vote of the Board of Trustees of Discovery Charter School on the 16th day of August 2019

By: _____,
Secretary

DCS Board of Trustees Self-Assessment Survey

Question Title

* 1. School has a well-drafted charter contract with its sponsoring agency.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Commented [MOU1]: Charter is issued by NYSED and is in Board materials.

Question Title

* 2. School has well-drafted articles and bylaws.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Commented [MOU2]: Bylaws included with Board materials.

Question Title

* 3. School's legal and financial status are clear and well-understood.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 4. Appropriate liability insurance and risk management practices are maintained at all times.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Commented [MOU3]: Scott and Steve can address.

Question Title

* 5. School has developed a long-term/strategic plan and revisits/revises on an annual basis.

- ☐ Complete
- ☐ In Progress

Commented [MOU4]: Strategic Plan included with Board materials.

- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 6. Long-term plans are translated into annual action plans/goals

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 7. Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest).

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 8. New board members are oriented and fully briefed prior to being seated.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 9. Board is comprised of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 10. Board conducts annual self-evaluation.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 11. Board member election/selection process ensures a broad and appropriate range of expertise and experience.

- ☐ Compete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 12. Meetings are well planned with clear agendas focused on appropriate policy and action items.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 13. Board chair is a strong, capable meeting facilitator.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 14. Board has developed meeting norms.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 15. Meetings are conducted pursuant to common ground rules (e.g.; Robert's Rules) that are well understood by all members.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 16. Board committees have clear scope of responsibility and charges.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Commented [MOU5]: See Bylaws; charge for DEI Committee is pending.

Question Title

* 17. Board committees have been effective in advancing the goals of the school and the board, as well as meeting regulatory requirements.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 18. Individual board members prepare for meetings and participate constructively.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 19. Board has a process for addressing ineffective, destructive, or absentee board members.

- ☐ Complete
- ☐ In Progress

Commented [MOU6]: See Bylaws.

- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 20. Meeting minutes record each board meeting and are distributed promptly after each meeting.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 21. Board selects the director/principal.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 22. Board develops performance goals/targets and evaluates director performance each year.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 23. Board has established a plan for succession in the event the director/principal leaves/resigns.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

Commented [MOU7]: We need to have a statement in Bylaws about standard success—Assistant Director serves in lieu of Director.

* 24. Board has clear understanding with staff regarding where board responsibilities begin.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 25. Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws and regulations. Policies are updated at least every third year.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 26. Clear job descriptions and staffing plans are in place.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Commented [MOU8]: The Board reviews these each year; we can ask Sara C. to make these available.

Question Title

* 27. Board adopts an annual budget that maximizes the school's resources in support of mission/vision.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 28. Board monitors budget throughout the year.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress

☐ Not Applicable

Question Title

* 29. Board contracts with independent auditor each year, reviews audit report, and takes any needed follow up action.

- ☐ Complete
☐ In Progress
☐ Little/No Progress
☐ Not Applicable

Commented [MOU9]: Scott can describe process.

Question Title

* 30. Board has adopted a long-term (e.g.; 5-year) financial plan in coordination with the school's overall long-term plans.

- ☐ Complete
☐ In Progress
☐ Little/No Progress
☐ Not Applicable

Commented [MOU10]: Long term financial plans are always speculative, but we approve a five-year plan with every charter renewal application.

Question Title

* 31. Board has adopted a comprehensive set of fiscal management and controls policies.

- ☐ Complete
☐ In Progress
☐ Little/No Progress
☐ Not Applicable

Commented [MOU11]: We have a number of fiscal policies. We should include these in the board archive.

Question Title

* 32. Board oversees all fund-raising activities on behalf of the school.

- ☐ Complete
☐ In Progress
☐ Little/No Progress
☐ Not Applicable

Commented [MOU12]: Discuss Board's historical position vis a vis fundraising.

Question Title

* 33. Board has adopted/approved the school's curriculum and instructional program.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 34. Board has adopted/approved student achievement goals/standards.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 35. A broad-based assessment system is in place to measure progress toward instructional goals/standards.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 36. Instructional program is in alignment with state requirements and terms of charter.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress
- ☐ Not Applicable

Question Title

* 37. Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis.

- ☐ Complete
- ☐ In Progress
- ☐ Little/No Progress

☐ Not Applicable

Question Title

* 38. School reports on student achievement to charter granting agency on a regular basis as part of an ongoing oversight and renewal process.

☐ Complete

☐ In Progress

☐ Little/No Progress

☐ Not Applicable

Done

THIRD RENEWAL CHARTER

This agreement is executed by and between the Board of Regents of the State of New York ("the **Regents**") and the Board of Trustees of the **Discovery Charter School** to renew the charter of the **Discovery Charter School** (the "**Charter School**" or "**School**" or "**Discovery**"), an independent public school established under the New York Charter Schools Act of 1998.

WITNESSETH:

WHEREAS, the State of New York enacted the New York Charter Schools Act of 1998, codified as Article 56 of the Education Law, as amended from time to time (the "**Act**");

WHEREAS, pursuant to §2851 and §2852 of the Act, the Board of Regents is a charter entity with the authority to (i) approve applications to establish charter schools in the State of New York and thereafter to enter into agreements with applicants setting forth the terms and conditions under which a charter school is to operate, and (ii) to renew charters for a period of up to five years;

WHEREAS, an application was submitted to the Regents for the establishment of the Charter School pursuant to §2852 of the Education Law and pursuant to its authority under §2852 of the Act, the Regents approved a charter for the Charter School;

WHEREAS, subsequent thereto the Regents issued a charter with a term of five years (the "**Initial Charter**") and incorporated an education corporation to establish and operate the Charter School, which Initial Charter may have been renewed or extended one or more times by the Regents; and

WHEREAS, the Charter School recently submitted an application for renewal to the Regents pursuant to Education Law subdivision 2851(4), which may have been modified or supplemented, and at its meeting on March 15, 2021 the Regents thereafter (i) determined that the application for renewal in conjunction with the terms of this Charter, satisfies each and every requirement set forth in subdivisions 2851(4) and 2852(2) of the Education Law, (ii) approved the application for renewal, and (iii) authorized the renewal of the School's current charter, all of the foregoing subject to the limitations, restrictions and conditions in this agreement; and

WHEREAS, pursuant to the Education Law, the Regents are authorized to approve the proposed renewal charter and extend the School's current charter for the term set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained here, the parties hereby agree as follows:

SECTION 1. CHARTER, EFFECTIVE DATE & LOCATION

1.1. Charter. This agreement (the “**Charter Agreement**”) and the exhibits hereto, specifically, certain terms of operation, set forth collectively and attached hereto as Exhibit A (the “**Renewal Application**”); the Oversight Plan as described in §6.2 of this agreement, Exhibit B; and where applicable, the Comprehensive Management Contract Requirements, attached hereto as Exhibit C (the “**Management Contract Requirements**”); shall constitute the charter (the “**Charter**”) and shall be binding on the Charter School. The Charter, together with the amended certificate of incorporation issued by the Regents, shall set the terms and expectations for the operation of the School and shall be binding on the Charter School. Upon its effective date, the Charter supersedes and replaces any previous charter agreement or understandings between the parties hereto.

1.2. Effective Date: Term. The Charter shall take effect immediately upon its (i) approval by the Regents *and* (ii) expiration of the school’s current charter (the “**Effective Date**”). The Charter shall expire on **June 30, 2024** unless earlier terminated or renewed pursuant to the terms of this Charter or of the Act.

1.3. Location. The Charter School shall be located at a site (the “**School Building**”) within the school district of location as identified in the Renewal Application or, if the Charter School is located within the City School District of the City of New York, the community school district identified in the Renewal Application. The Charter School shall ensure that all necessary leases, contracts, certificates of occupancy, and health and safety approvals for the school building are valid and in force at all times as set forth in the Opening Procedures section of the Oversight Plan. The Charter School may change its physical location or obtain additional facilities within the same school district, or if the Charter School is located within the City School District of the City of New York, the community school district, provided that the Charter School obtains the same permits and certificates as are required by this paragraph, as well as satisfies the provisions of the Act, including but not limited to §2853(1)(b-1), and provided further that (i) the Charter School notifies SED of the proposed change in location or addition of facilities not less than sixty (60) days prior to taking any final action in connection therewith; and (ii) SED does not issue a rejection to the Charter School within thirty (30) days of its receipt of such notification. SED shall issue a rejection only for good cause. SED may shorten or otherwise waive the 60-day notice requirement for good cause shown.

SECTION 2. OPERATION OF SCHOOL

2.1. Mission Statement. The Charter School shall operate under the mission statement set forth in the Renewal Application.

2.2. Age: Grade Range: Number of Students. The Charter School shall provide instruction to pupils in such grades and numbers in each year of operation under the Charter as described in the Renewal Application, provided that the Charter School, upon making all reasonable efforts to recruit students, may enroll a lesser or greater number of students in each grade, or lesser or greater number students from one year to the next, within reason, without being

deemed in material breach of the Charter, as long as such enrollment variation does not substantially alter the school's educational design as described in the Renewal Application. Notwithstanding the foregoing sentence, the Charter School must obtain prior written approval from SED prior to (i) enrolling any student, who, if enrolled, would cause the school's enrollment to exceed the total maximum enrollment of the school as set forth in the Renewal Application or (ii) commencing or continuing instruction where the total number of students enrolled is less than eighty-five percent (85%) of the Projected Enrollment for a given academic year as set forth in the Renewal Application or the total enrollment is less than fifty (50) students. The Charter School shall demonstrate good-faith efforts to attract and retain a comparable or greater enrollment of students with disabilities, English language learners, and students eligible for free and reduced-price lunch when compared to the enrollment figures for such students in the school district (or if the charter school is located within the City School District of the City of New York, the community school district) in which the charter school is located.

2.3 Admission; Enrollment; Attendance. The Charter School shall have in place and implement policies for admission, enrollment, attendance and student withdrawal that are consistent with §2854(2), and any other applicable law and regulations, and policies set forth in the Renewal Application. The Charter School shall ensure the taking of attendance pursuant to 8 NYCRR §104.1.

2.4 Student Transfers and Exits. Any student transfer out of the Charter School shall be documented by a transfer form signed by the student's parent/guardian, which affirmatively states that the student's transfer is voluntary. The Charter School shall annually collect and report to SED, in a format required or approved by SED, exit data on all students transferring from or otherwise exiting the school for any reason (other than graduation), voluntary or involuntary. Such exit data shall identify each departing student by name and shall document the date of and reason(s) for each student departure.

2.5 Student Learning and Achievement. The Charter School shall implement the educational programs described in the Renewal Application so that its students may meet or exceed the performance standards adopted by the Regents and in the 2019 Performance Framework (section III of the Oversight Plan described in section 6.2 of this agreement). The Charter School understands that its success in meeting the goals, measures, and standards set forth in the 2019 Performance Framework shall be the predominant criterion by which the success of its education program will be evaluated by the Board of Regents upon the School's application for future renewal of the Charter.

2.6 Evaluation of Pupils. The Charter School shall implement student assessment requirements applicable to other public schools to the same extent such examinations are required of other public school students in New York State. In addition, the Charter School shall supplement the above assessment tools with other assessment tools, consistent with those set forth in the Renewal Application.

2.7 Curriculum. The curriculum established by the Charter School shall be consistent with the curriculum described in the Renewal Application. The Charter School shall have the right to make reasonable modifications to such curriculum to permit the school to meet its educational

goals and student achievement standards. However, any modifications, either individually or cumulatively, that are of such a nature or degree as to cause the education program as described in the Renewal Application to no longer be in operation will require a material charter revision in accordance with Education Law §2852(7) and 8 NYCRR §3.16(c).

2.8 School Calendar; Days and Hours of Operation. The days and hours of the operation of the Charter School shall be as set forth in the Renewal Application and in no event shall the school provide less instructional time during a school year than is required of other public schools.

2.9 Disciplinary Code. The Charter School shall implement written rules and procedures for discipline, including guidelines for suspension and expulsion, consistent with the policies, if any, set forth in the Renewal Application, and disseminate those rules and procedures to students and parents. The rules and procedures shall be consistent with the requirements of due process, the provision of alternative instruction and with federal laws and regulations governing the placement of students with disabilities. The Charter School shall adopt and implement the provisions of 34 CFR Part 300 relating to the discipline of students with disabilities. To the extent that any provision of the Renewal Application conflicts with the provisions of this paragraph or 34 CFR Part 300, the provisions of this paragraph and 34 CFR Part 300 shall govern.

2.10 Nonsectarian Status. The Charter School shall be nonsectarian in its programs, admissions policies, employment practices and all other operations. The Charter School shall ensure that the school is not wholly or in part under the control or direction of any religious denomination and that no denominational tenet or doctrine shall be taught.

2.11 Code of Ethics. The Charter School, its trustees, officers and employees shall abide by the Code of Ethics of the school, which must be consistent with the provisions of Sections 800 through 806 of the General Municipal Law as made applicable by the Act, and must also include standards with respect to disclosure of conflicts of interest regarding any matter brought before the Charter School Board of Trustees (the “Board”). The Code of Ethics shall be consistent with the policies, if any, set forth in the Renewal Application.

2.12 Non-discrimination. The Charter School shall not discriminate against any student, employee or any other person on the basis of ethnicity, national origin, gender, or disability or any other ground that would be unlawful if done by any other public school.

2.13 Governance; School Trustees; By-laws. (a) The Charter School shall be governed by a Board of Trustees. All individuals elected or appointed to the Board shall possess the qualifications for such position as are set forth in the Renewal Application. In no event shall a teacher, school administrator, school employee, or person with an interest in a for-profit contract with the Charter School serve on the Board except to the extent permitted by the General Municipal Law. Prior to the appointment or election of any individual to the Board, the School and/or Board must conduct and provide for the cost of a background check via fingerprint scan for any prospective candidate that a Board seeks to add. The Board must also submit to SED, in writing and/or in person, documents and information in accordance with the Forms and Guidance posted on the SED Charter School Office website at www.p12.nysed.gov/psc/addbotmber.html.

(b) If, at any time, the information provided for a prospective candidate to a Board of Trustees contains material misstatements or material omissions of fact, this shall constitute misconduct. Providing false, misleading, and/or incomplete information may lead to a withdrawal of the Department's approval of a prospective candidate, nullifying that candidate's appointment to the Board of Trustees. Each member of the Board of Trustees must immediately disclose the discovery of any misstatements or material omissions of fact related to the prospective candidate.

(c) Within forty-five (45) days of receiving the name of, and all required background information about, the proposed member of the Board, SED may in writing approve, disapprove, or request additional information about, such individual. In the event that SED does not provide in writing an approval, disapproval, or a request for additional information within the 45-day time period, the proposed member may be seated by the Board. If SED requests additional information about the proposed member, such proposed member may not be seated unless and until SED indicates in writing that the member may be seated. A failure by the Board or the proposed member to timely provide the School Trustee Background Information to SED shall be grounds for disapproval. If the School Trustee Background Information contains material misstatements or material omissions of fact, this shall constitute misconduct and the Regents may remove the School Trustee. The Board shall operate pursuant to the bylaws and other rules and procedures set forth in the Renewal Application, including but not limited to the term of office permitted and the provisions for the election and appointment of new members. The Board shall have final authority and responsibility for policy and operational decisions of the school, though nothing shall prevent the Board from delegating day-to-day decision-making authority to officers and employees of the Charter School.

(d) Except as provided by subparagraph (f) of this paragraph, the Board shall operate pursuant to the bylaws of the Charter School set forth in the Renewal Application or as amended pursuant to subparagraph (c) of this paragraph 2.13 and the relevant governance provisions of the Not-for-Profit Corporation Law and Education Law.

(e) The By-laws shall not conflict with any term of the Charter or with applicable law, including provisions of the Education Law, General Municipal Law and Not-for-Profit Corporation Law applicable to charter schools.

(f) Notwithstanding any provision to the contrary in the Charter Agreement, Terms of Operation or By-laws, in no event shall the Board of Trustees, at any time, be comprised of voting members of whom more than forty (40) percent are directors, officers, employees, agents or otherwise affiliated with any single entity (with the exception of the Charter School or of another charter school), regardless of whether said entity is affiliated or otherwise partnered with the Charter School. For the purposes of this paragraph, "single entity" shall mean any individual entity, as well as any and all related entities to such entity as parents, subsidiaries, affiliates and partners. SED may, at its sole discretion, waive this restriction upon a written request from the Charter School.

(g) Where the Charter School has engaged an educational service provider (ESP), charter management organization (CMO), education management organization (EMO), or other

entity that provides comprehensive management services (see guidance posted on the Education Department's Charter School Office website defining an entity that provides comprehensive management services) to the school pursuant to a contract between such entity and the Charter School:

(i) if such entity is a for-profit entity, no employee, director, officer, agent or individual otherwise affiliated with such entity and/or any related entity, nor any immediate family members of such persons, shall be eligible to serve on the Board of Trustees;

(ii) if such entity is a not-for-profit entity, no more than two (2) trustees may be affiliated with such not-for-profit entity, or have immediate family members so affiliated, and one (1) such trustees' affiliation is limited to serving as director of such entity; provided however, that in such case the following restrictions shall apply and be contained in the By-laws:

(A) termination of the contract with the not-for-profit educational service provider or other entity shall constitute cause for removal of such person(s) from the Board of Trustees, and upon such termination such person(s) may be removed from the Board of Trustees by vote of the Board of Trustees provided there is a quorum of at least a majority of the entire Board of Trustees present at the meeting; and

(B) such person(s) shall not hold the offices of chair or treasurer of the Board of Trustees; and

(C) when the Board of Trustees has proper grounds to go into executive session pursuant to the Open Meetings Law, and the Board of Trustees is to discuss or vote upon an issue related to the not-for-profit management company or entity, the personnel of such company or entity, or such person(s), the Board of Trustees may, after such person(s) has had an opportunity to fully address the Board of Trustees, continue such executive session outside of the presence of such person(s); and

(D) the number of trustees on the Board of Trustees shall not be less than seven (7) where two (2) trustees are affiliated with the not-for-profit entity and not less than six (6) where one (1) trustee is affiliated with the not-for-profit entity.

(h) The Board shall require that each Trustee who has served on the Board during a school year shall file annually a Disclosure of Financial Interest by a Charter School Trustee with the Regents, the form and requirements of which shall be provided by the Regents. The report shall set forth and attest to transactions between the Charter School on the one hand and a Trustee and any entity with which such Trustee is affiliated, on the other, as such transactions may be defined by the Regents. As set forth in paragraph 6.1 of this Charter Agreement, the report for each Trustee shall be submitted yearly as part of the School's annual report ("**Annual Report**"). In the event that any Trustee fails to file a report within thirty (30) days of its due date of August 1, or such report is in material respects incomplete, misleading or untruthful, and the Regents and/or their agents inform the Board of its determination in this regard, the Charter School, notwithstanding any provision of its By-laws, shall in a timely fashion remove such Trustee pursuant to a vote of the Board and the failure of the Board to so act shall be a material violation

of the Charter and be subject to further action in accordance with law. Should a Trustee resign from or otherwise leave the Board without having submitted a report for any year in which such Trustee served, the Charter School shall provide the Regents with a record of the transactions required by the report for that Trustee for each relevant school year, such reports to be signed by the Charter School and due on August 1 as part of the Annual Report.

2.14 Partnership with a Management Provider. To the extent that the Renewal Application provides for entering into (or renewing) a contract with any third-party entity (including an entity referenced in 2.13 (g) above) under which such entity will provide comprehensive (all or a substantial portion of the) services necessary to manage and operate the Charter School, then the Charter School shall, no later than the "Effective Date" as set forth in paragraph 1.2 of this Charter Agreement, execute a legally binding and enforceable agreement with such entity named in the Renewal Application (the "Management Provider") in a form substantially similar to that contained in the Renewal Application (the "Management Contract"), subject to the approval of SED and the requirements set forth in Exhibit C. The Management Contract shall set forth with particularity inter alia, (i) the contingent obligations and responsibilities of each party in the event that the contract must be modified in order to obtain or maintain the Charter School's status under federal law as a 501(c)(3) entity; and (ii) in the case of a Charter School that intends to renew a Management Contract with a for-profit business or corporate entity and is not prohibited from doing so pursuant to §2851(1) of the Act, the extent of the Management Provider's participation in the organization, operation and governance of the Charter School. No later than forty-five (45) days prior to entering into (or renewing) the Management Contract, the Charter School shall provide a copy of the Management Contract in proposed final form to the Regents. Such Management Contract shall be accompanied by a letter from legal counsel retained by the Charter School stating that the Management Contract meets such counsel's approval. Such counsel may not represent the Management Provider. The Management Contract shall not be executed until the Charter School is notified by SED that the Management Contract meets its approval. The Charter School shall not enter into any contract for comprehensive school management services to be performed in substantial part by any other entity not identified as such in the Renewal Application without receiving prior written approval from the Regents in accordance with §2852(7) of the Act. In addition, to the extent that, pursuant to §2851(1) of the Act, the Charter School was prohibited from entering into a Management Contract with a for-profit business or corporate entity, such prohibition is applicable to this charter renewal as well.

2.15 Parental and Staff Involvement. The Charter School shall take such steps and implement such processes consistent with those described in the Renewal Application to promote parental and staff involvement in school governance.

2.16 Student Transportation. The Charter School shall meet the transportation needs of students not otherwise eligible for transportation pursuant to Education Law §§3635 and 2853(4)(b), to the extent provided for in the Renewal Application. The Charter School may contract with a school district for the provision of supplemental transportation services to the school. All transportation provided by the Charter School shall comply with all safety laws and regulations applicable to other public schools. The Charter School shall not require parents to transport their child to and/or from school or school-sponsored events related to the curriculum.

Notwithstanding the above, the Charter School's failure to provide such supplemental transportation as is contemplated in the Renewal Application, where such transportation was to be provided by contract with the school district, shall not be deemed a material or substantial violation of the Charter, where the Charter School has attempted to negotiate such contract in good faith with the applicable school district. In such event, the Regents may require the Charter School to provide the contemplated supplemental transportation services by alternative means if such means would be reasonable under the circumstances.

2.17 Health Services. The Charter School shall provide health services directly or through the school district in which the charter school is located pursuant to Education Law §912, and in accordance with §2854(1)(b) of the Act.

2.18 Food Services. The Charter School shall provide food services to students as required by applicable law and regulation.

2.19 F.O.I.L. and Open Meetings Law. The Charter School shall implement policies to ensure that it is in full compliance with Articles Six and Seven of the Public Officers Law.

SECTION 3. STUDENTS WITH DISABILITIES

3.1 Provision of Services. The Charter School shall provide special education, related services and accommodations to students with disabilities consistent with those described in the Renewal Application and in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1401 et seq.) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and Education Law §2853(4), including such special education and related services set forth in a student's Individualized Education Program recommended by the committee or subcommittee on special education of the student's school district of residence.

3.2 Funding of Services. The Charter School is authorized to receive from a local school district direct payment of any federal or state aid attributable to a student with a disability attending the Charter School in proportion to the level of services for such student with a disability that the Charter School provides directly or indirectly. The amounts payable directly by a school district to a charter school may be increased by mutual agreement of such school district and the Charter School in order to provide the appropriate levels of services required by the individualized education program of a student with a disability.

SECTION 4. PERSONNEL

4.1 Status. The Board shall employ and contract with necessary teachers, administrators and other school personnel. The staffing structure of the School shall be consistent with that set forth in the Renewal Application, provided, however, that the contract of employment

of the principal, headmaster or other chief school officer of the Charter School shall include a provision requiring said individual to cooperate fully with any distinguished educator appointed pursuant to Education Law §211-c.

4.2 Personnel Policies: staff responsibilities. The Board shall make available in written form its hiring and personnel policies and procedures, including the qualifications required by the Board in the hiring of teachers, school administrators and other school employees as well as a description of staff responsibilities. Such policies and procedures shall be consistent with those, if any, set forth in the Renewal Application.

4.3 Instructional Providers. (a) The Charter School shall employ or otherwise utilize in instructional positions only those individuals who are certified in accordance with the requirements applicable to other public schools, or who are otherwise qualified to teach under §2854(3)(a-1) of the Act and applicable federal law. For purposes of this section, "instructional positions" means all those positions involving duties and responsibilities that, if otherwise undertaken in the public schools of New York, would require teacher certification, including positions as teaching assistants. A teacher certified or otherwise approved by the Commissioner of Education of the State of New York (the "Commissioner") shall not be counted against the numerical limits under §2854(3)(a-1) of the Act.

(b) Paraprofessionals. Paraprofessionals (teachers' aides) employed by the Charter School must meet all credentialing requirements imposed by applicable federal law.

4.4 Criminal History Checks. The Charter School shall maintain and implement established procedures for conducting criminal history record checks of all employees and prospective employees of the Charter School as well as all other individuals who have regular access to the students enrolled in the school (including but not limited to volunteers and employees and agents of any company and organization which is party to a contract to provide services to the School) as is required or permitted by law and regulation.

4.5 Pension Payments. The employees of the Charter School may be deemed employees of the local school district for the purpose of providing retirement benefits, including membership in the teachers' retirement system and other retirement systems open to employees of public schools. The financial contributions for such benefits shall be the responsibility of the Charter School and its employees. Notwithstanding any contrary provision of the Charter, the parties shall comply with §119.2 of the Commissioner's regulations and with any additional regulations promulgated by the Commissioner, in consultation with the New York State Comptroller, to implement the provisions of this paragraph.

SECTION 5. FINANCE AND MANAGEMENT

5.1 Management and Financial Controls. The Charter School shall at all times maintain appropriate governance and management procedures and financial controls.

5.2 Financial Statements: Interim Reports. The Charter School shall maintain financial statements that are prepared in accordance with generally accepted accounting principles. All statements required by the Financial Accounting Standards Board (FASB) Statement No. 117, *Financial Statements of Not-for-Profit Organizations*, should be presented including a Statement of Financial Position, Statement of Activities, and Statement of Cash Flows. In addition, the statements shall include the required note disclosures and a supplemental schedule of functional expenses. Upon request by SED, the Charter School shall prepare and submit to SED within **forty-five (45) days** of the end of each quarter unaudited financial statements for that preceding quarter in accordance with guidelines issued by the SED.

5.3 Audits. The Charter School shall retain an independent certified public accountant (CPA), licensed in New York State, to perform an audit of the Charter School's annual financial statements, in accordance with any audit guidelines issued by SED ("Audit Guide"). Section 2851(2)(f) of the Act requires that the audit be comparable in scope to those required of other public schools. The independent audit must be performed in accordance with Generally Accepted Auditing Standards (GAAS) and Generally Accepted Government Auditing Standards (GAGAS) issued by the Comptroller General of the United States as well as any additional requirements and guidelines provided by the Regents. The audit must include a management letter, if applicable, and other reports required by GAGAS. The audited financial statements must be submitted to SED by **November 1** of each fiscal year. The Charter School must submit this report along with a corrective action plan addressing any weaknesses or problems identified in the report. SED may waive this requirement. If the Charter School spends \$500,000 or more in federal awards during the fiscal year, an independent audit as prescribed in the federal Office of Management and Budget ("OMB") Circular A-133 must also be completed and filed with the federal government and NYSED. Starting in the 2015-2016 school year, if the Charter School spends \$750,000 or more in federal awards during the fiscal year, an independent audit as prescribed in OMB's Uniform Guidance must be completed and filed with the federal government and NYSED.

5.4 Fiscal Year. The fiscal year of the Charter School shall commence on July 1 of each calendar year of the term of this Charter and shall end on June 30 of the subsequent calendar year.

5.5 Annual Budget and Cash Flow Projections. Upon request, the Charter School shall prepare and provide to SED a copy of its annual budget and monthly cash flow projection for each fiscal year.

5.6 Funding Procedure. The Charter School shall maintain accurate enrollment data and daily records of student attendance and shall report enrollment to SED and the school districts of residence of its students in a timely manner. Pursuant to §2856(1) of the Act, payments by the school district of residence shall be made in six substantially equal installments each year, the first on the first business day of July and every two months thereafter, such amounts to be calculated as set forth at 8 NYCRR 119.1.

5.7. Exemption from Taxation. The Charter School shall be exempt to the same extent as other public schools from all taxation, fees, assessments or special *ad valorem* levies on its earnings and its property, including property leased by the Charter School. Instruments of

conveyance to or from the Charter School and any bonds or notes issued by the Charter School, together with income therefrom, shall at all times be exempt from taxation.

5.8. Collateral for Debt. The Charter School may pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit. However, the Charter School shall not pledge or assign monies provided pursuant to §2856(1) of the Act in connection with the purchase or construction, acquisition, reconstruction, rehabilitation, or improvement of a school facility.

5.9. Tuition and Fees. The Charter School shall not charge tuition to any student, provided that the Charter School may require the payment of fees on the same basis and to the same extent as other public schools.

5.10. Outside Funding. The Board may accept gifts, donations or grants of any kind made to the Charter School and expend or use such gifts, donations, or grants in accordance with the conditions prescribed by the donor. However, no gift, donation or grant may be accepted if subject to a condition that is contrary to any provision of law or term of the Charter.

5.11. Maintenance of Corporate Status: Tax Exemptions. The Charter School shall maintain its status as an education corporation and its federal tax-exempt status. The Charter School shall provide the Regents with copies of all applications and filings relating to maintaining its federal tax-exempt status and shall immediately notify the Regents of any action by the Internal Revenue Service to withdraw the school's status as a §501(c)(3) entity.

5.12. Insurance. The Charter School shall, at its own expense, purchase and maintain at all times the insurance coverage for liability, property loss, and the personal injury of students as required by the Act and described in the Renewal Application, together with any other additional insurance that the Charter School deems necessary. Upon request by SED, the Charter School shall provide SED with certificates of insurance or other satisfactory proof evidencing coverage. All such insurance policies shall contain a provision requiring notice to SED, at least thirty days (30) in advance, of any material change, nonrenewal or termination. Notwithstanding any provision to the contrary, the Charter School shall take all steps necessary to comply with any regulations promulgated by the Commissioner and Superintendent of Insurance to implement §2851(2)(o) of the Act.

SECTION 6. REPORTS AND OVERSIGHT

6.1. Annual Reports. No later than August 1 succeeding a school year in which the Charter School has provided instruction, the Charter School, pursuant to §2857(2) of the Act, shall submit to the Regents an annual report (the "**Annual Report**") setting forth the academic program and performance of the Charter School for the preceding school year in accordance with the 2019 Performance Framework as applicable. As required by the Act, the Annual Report shall be posted on the Charter School's website, transmitted to local newspapers, and available for distribution at Board of Trustee meetings. The format for the Annual Reports shall be prescribed by the Commissioner (the "**Annual Report Guide**").

The Regents may require the Charter School to provide other reasonable supplements to the Annual Report.

6.2. Oversight Plan. The Charter School and the Board acknowledge that the Regents are authorized to oversee the Charter School's operations in all respects, including the right to visit, examine and inspect the school and its records. To permit the Regents to fulfill this oversight function under the Act and ensure that the Charter School is in compliance with all applicable laws and regulations, and the terms and conditions of the Charter, the Charter School agrees to abide by and implement the Oversight Plan, which is posted on the Department's website. It is understood that updates, clarifications, amendments and revisions may be made to such plan by SED during the charter term.

The Oversight Plan consists of the following sections:

(a) Section I: Opening Procedures. (Relevant only to charter schools prior to beginning their first year of instruction)

(b) Section II: Monitoring Plan. The oversight and monitoring activities to be conducted by SED in its oversight and charter authorization role.

(c) Section III: 2019 Performance Framework. The performance benchmarks and measures in the areas of educational success, organizational soundness, and faithfulness to the Charter and law, that the Charter School agrees to meet in order to earn renewal of its charter, including the requirement in Education Law §2851(4)(e) concerning enrollment and retention targets for students with disabilities, English language learners, and students who are eligible applicants for the free and reduced price lunch program.

(d) Section IV: Closing Procedures. Those procedures, as published at the time on the Department's website, required to be completed by the Charter School if the school's charter is: revoked, not renewed, or is otherwise terminated.

6.3. Corrective Action. If SED determines that the Charter School is not progressing toward one or more of the performance or education goals set forth in the Charter, that the quality of the Charter School's educational program or governance is not satisfactory, or that the Charter School is not in compliance with the terms and conditions of the Charter and/or applicable law or regulation, then SED may require the Charter School to develop and implement a corrective action plan, and provide evidence of implementation of same. Nothing contained herein shall be in derogation of the Regents' ability to revoke the Charter, place the Charter School on probationary status, or initiate mandatory remedial action in accordance with the Act and § 8.3 of this Charter Agreement.

SECTION 7. OTHER COVENANTS AND WARRANTIES

7.1. Compliance with Laws and Regulations. The Charter School shall operate at all times in accordance with the Act and shall meet the same health and safety, civil rights, and student

assessment requirements as applicable to other schools. The Charter School acknowledges that the laws that it must comply with include Education Law §409-h and the regulations promulgated thereunder which set forth requirements for notification of pesticide applications.

7.2. Transactions with Affiliates. The Charter School shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any affiliate of the Charter School, any member of the Board or any employee of the Charter School, unless the terms of such transaction (considering all the facts and circumstances) are no less favorable to the Charter School than those that could be obtained at the time from a person or entity that is not such an affiliate, member or employee.

SECTION 8. RENEWAL AND REVOCATION

8.1. Renewal Applications. No later than the first of July¹ in the year prior to expiration of the Charter, the Charter School may provide to the Regents an application to renew the Charter in accordance with §2851(4) of the Act, in a format prescribed by SED and in accordance with guidelines issued by SED ("**Renewal Application**").

Nothing herein shall require the Regents to approve a future renewal application. In the event that an application for renewal is not approved, the parties to the Charter shall fulfill their respective obligations hereunder until expiration of the term of the Charter, and the Charter School shall follow the procedures for dissolution as set forth in §2851(2)(t) of the Act and section 8.4 of this Charter.

8.2. Grounds for Revocation. This Charter may be terminated and revoked:

- (a) by the Regents in accordance with §2855 of the Act; or
- (b) by mutual agreement of the parties hereto.

8.3. Notice and Procedures. Should the Regents determine that one or more of the grounds set forth in §2855(1) of the Act exists for revocation of the Charter, the Regents may, at their discretion, elect:

- (a) to revoke the Charter in accordance with the procedures set forth in §2855(2) of the Act; or
- (b) to place the Charter School on probationary status, pursuant to §2855(3) of the Act, and cause the Charter School to implement a remedial action plan, the terms and conditions of which the Charter School must agree to abide by in all respects. The failure of a Charter School to comply with the terms and conditions of a remedial action plan may result in summary revocation of the school's Charter.

¹ The deadline for submission of a renewal application is subject to change and will be set forth in the NYSED CSO Guidelines for Submitting an Application for Charter Renewal.

8.4. Dissolution. In the event of non-renewal, termination or revocation of the Charter, the Charter School shall follow the procedures set forth in Section IV of the Oversight Plan ("Closing Procedures") and §2851(2)(t) of the Act. In addition, in case of such an event, the Charter School will follow any additional procedures required by SED to ensure an orderly dissolution process, including compliance with the applicable requirements of Education Law §§ 219 and 220.

8.5. Escrow Account for Dissolution. The Charter School agrees to maintain an escrow account of no less than \$100,000 to pay for legal and audit expenses that would be associated with a dissolution should it occur. The School's failure to maintain the full amount by December 31st of the second year of the renewal charter term shall be deemed a material violation of the charter.

SECTION 9. MISCELLANEOUS

9.1 Disclaimer of Liability. The parties acknowledge that the Charter School is not operating as the agent, or under the direction and control, of SED, or the Regents, except as required by law, and that SED or the Regents do not assume any liability for any loss or injury resulting from: (i) the acts and omissions of the Charter School, its directors, trustees, agents or employees; (ii) the use and occupancy of the building or buildings, occupied by the Charter School, or any matter in connection with the conditions of such building or buildings; or (iii) any debt or contractual obligation incurred by the Charter School. The Charter School acknowledges that it is without authority to extend the faith and credit of SED, the Regents or the public schools, to any third party.

9.2 Governing Law. This Charter shall be governed by, subject to and construed under the laws of the State of New York without regard to its conflicts of laws provisions.

9.3. Waiver. No waiver of any breach of this Charter shall be held as a waiver of any other or subsequent breach of this Charter.

9.4 Counterparts: Signature by Facsimile. This Charter may be signed in counterparts, which shall together constitute the original Charter. Signatures received by facsimile by either of the parties shall have the same effect as original signatures.

9.5 Terms and Conditions of Operation. The parties hereto expressly agree that the Renewal Application sets forth the overall goals, standards and general operational terms, policies and procedures of the Charter School, and that the Renewal Application is not a complete statement of each detail of the Charter School's operation. To the extent that the Charter School desires to implement specific policies, procedures or other specific terms of operation that supplement or otherwise differ from those set forth in the Renewal Application, the Charter School shall be permitted to implement such policies, procedures, and specific terms of operation without seeking permission from the Regents or a revision to the Charter, provided that such policies, procedures and terms of operation are (i) not otherwise prohibited or restricted by the Act, other applicable law or the Charter, (ii) are not materially different from those set forth in the Renewal Application, and (iii) are approved by the Department's Charter School Office. To the extent that any conflict

or incompatibility exists between the Renewal Application and other terms of this Charter, such other terms of this Charter shall govern.

9.6 Revision. This Charter may be revised only by written consent of the parties hereto and, in the case of material revisions, only in accordance with both §2852(7) of the Act and 8 NYCRR §3.16(c).

9.7 Assignment. This Charter may not be assigned or delegated by the Charter School under any circumstances, it being expressly understood that the Charter granted hereby runs solely and exclusively to the benefit of the Charter School incorporated herein.

9.8 Notices. Any notice, demand, request or submission from one party to any other party or parties hereunder shall be deemed to have been sufficiently given or served for all purposes if, as of the required date, it is delivered by hand, overnight courier or facsimile (with confirmation and followed by the original). If delivered by registered or certified mail, postage prepaid, such notice, demand, request or submission shall be mailed 5 days prior to the date required. All notices, demands, requests or submissions will be provided to the Charter School at the address provided by the Charter School to SED for the purposes of receiving such notices. Such notices will be provided to the Regents at the following address: Charter School Office, NYSED, Room EB 5N Mezzanine, 89 Washington Avenue, Albany, NY, 12234.

9.9 Severability. In the event that any provision of this Charter or its application thereof to any person or in any circumstances shall be determined to be invalid, unlawful, or unenforceable to any extent, the remainder of this Charter and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Charter shall continue to be valid and may be enforced to the fullest extent permitted by law.

9.10 Entire Charter. This Charter supersedes and replaces any and all prior charters, agreements and understandings between the Regents and the Charter School.

9.11 Construction. This Charter shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Charter.

Signature Page

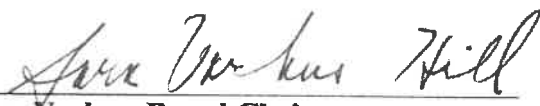

T. Andrew Brown, Vice Chancellor
New York State Board of Regents

STATE OF NEW YORK)
 : ss.:
COUNTY OF ALBANY)

On the 15 day of December, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **T. Andrew Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within **Third Renewal Charter** and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

ALFONSO BALDWIN
Notary Public - State of New York
County of Albany
Commission Expires Sept 13, 2021


Sara Varhus, Board Chair
Discovery Charter School

STATE OF NEW YORK)
 : ss.:
COUNTY OF Monroe)

On the 24th day of September, 2020, before me, the undersigned, a Notary Public in and for said state, personally appeared **Sara Varhus**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within **Third Renewal Charter** and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

MIREILLE ALKHOURY
Notary Public - State of New York
NO. 01AL6393767
Qualified in Monroe County
My Commission Expires Jun 24, 2023

MIREILLE ALKHOURY
Notary Public - State of New York
NO. 01AL6393767
Qualified in Monroe County
My Commission Expires Jun 24, 2023

EXHIBIT A

RENEWAL APPLICATION

[TO BE INSERTED]

EXHIBIT B

OVERSIGHT PLAN

The four sections of the Oversight Plan, as described in Section 6.2 of the Charter Agreement, are posted on the Education Department's Charter School Office website at:

<http://www.p12.nysed.gov/psc/OversightPlan.html>

EXHIBIT C

COMPREHENSIVE MANAGEMENT CONTRACT REQUIREMENTS²

In the event the Charter School intends to contract with a third party for comprehensive school management or operations services ("Management Contract"), or renew or amend an existing management contract, the Charter School must meet all of the following requirements:

1. Required Provisions of Bylaws. The bylaws of the Charter School shall provide that the Charter School may not enter into any contract for comprehensive school management or operations services ("Management Contract") without first submitting such Management Contract to SED for review. The Charter School shall further incorporate within its bylaws, or duly establish pursuant to such bylaws, procedures for the termination of the Management Contract as provided herein.

2. Submission of Management Contract. The Management Contract shall be submitted to SED for approval no later than forty-five (45) days prior to its effective date. If SED determines that the Management Contract does not comply with the provisions set forth in Section 3 of this Exhibit, or that the Charter School's entering into the Management Contract would otherwise be in violation of the conditions set forth in this Exhibit, the Charter, or the Charter School Law, then SED shall notify the Charter School within thirty (30) days, stating with particularity the grounds for its objections. In such event, the Charter School shall not enter into the Management Contract unless and until the deficiencies noted by SED have been remedied to SED's reasonable satisfaction.

3. Required Terms of Management Contract. The Management Contract shall include, without limitation, the following Required Terms:

i. The Management Contract shall be subject to, and shall incorporate by reference, the terms and conditions of the Charter.

ii. The Management Contract shall clearly delineate the respective roles and responsibilities of the provider of comprehensive school management or operations services ("the Management Provider") and the Charter School in the management and operation of the school facility for which the Management Provider shall provide management or operations services. The Management Contract shall also include clear performance terms and procedures by which the Charter School will regularly evaluate the Management Provider and hold the Management Provider accountable for performance.

iii. The Management Contract shall clearly state all contract payments, lease payments, management fees, administrative fees, licensing fees, performance bonuses, expenses and any other amounts to be paid to the Management Provider, or otherwise to be paid for the Contract Services by the Charter School, and shall clearly explain the method for calculating such fees or payments.

² See guidance posted on the Education Department's Charter School Office website defining an entity that provides comprehensive management services.

iv. The Management Contract shall be terminable by the Charter School, in accordance with its bylaws or other established termination procedures, (a) upon default by the Management Provider, including without limitation any act or omission of the Management Provider that causes a default under the Charter or that causes the Charter School to be in violation of the Act, or (b) for other good cause shown.

v. The Management Contract shall require that the Management Provider furnish the Charter School with all information deemed necessary by the Charter School or SED for the proper completion of the budget, quarterly reports, or Financial Audits, as required by the Charter.

vi. The Management Contract shall provide that all financial reports provided or prepared by the Management Provider shall be presented in GAAP/FASB approved nonprofit format.

vii. The Management Contract shall provide that all employees or contractors of the Management Provider who have direct, regular contact with students of the Charter School shall be subject to fingerprint-based criminal background investigations and checks in compliance with applicable laws.

viii. The Management Contract shall contain provisions requiring compliance with all requirements, terms and conditions established by any Federal or State funding source.

4. Financial Reporting.

a. Budget. The budget prepared by the Charter School pursuant to paragraph 5.5 of the Charter shall include, without limitation, the following itemized information:

i. All revenue anticipated to be received from school districts of residence under the Charter.

ii. All expenses and anticipated expenses associated with the operation and management of the Charter School.

iii. All expenses associated with the operation of the Board of Trustees of the Charter School including, without limitation, personnel, occupancy and travel expenses, if any, provided that any such expenses not paid out of revenues received from school districts of residence are not required to be separately itemized hereunder.

iv. All contract payments, lease payments, management fees, administrative fees, licensing fees, performance bonuses, expenses and other amounts budgeted for the Management Provider, or otherwise budgeted for the Contract Services by the Charter School, with the method for calculating such fees or payments clearly explained.

v. All loan repayments for any loans made to the Charter School by the Service Provider, including separate line items for interest, principal and premium, if any, on such loan repayments.

vi. All investments in the Charter School by the Management Provider, including the expected returns on equity for such investments.

b. Quarterly Financial Statements. In the event that quarterly financial statements are required to be furnished by the Charter School pursuant to paragraph 5.2 of the Charter, such financial statements shall reflect the entire school's financial operations, including an itemized accounting of all amounts paid to the Management Provider or otherwise paid for the Contract Services, which amounts shall be itemized in a manner that clearly corresponds to those categories provided in the Charter School's annual budget or the Management Contract.

c. Annual Audit. The Financial Audits required under paragraph 5.3 of the Charter shall include review of all fees and payments made by the Charter School to the Management Provider.

d. Reporting of Loans and Investments. All loans to, or investments in, the Charter School by the Management Provider must be provided to SED and evidenced by appropriate documentation, either in the contract between the Charter School and the Management Provider, or through separate agreements. In the case of investments, such documentation shall explain how the investment shall be treated on the books of the Charter School and shall clearly state the Management Provider's expected return on equity.

Nothing in this paragraph 4 shall be construed to waive or otherwise limit the obligation of the Charter School to provide information otherwise required to be reported by the Charter School under the Act or the Charter.