

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

November 19, 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 11.19.21

Time: November 19, 2021 8:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/76231347664?pwd=Y0prRWp2K2MrTIVqN25yaG9EZ2lKQT09>

Meeting ID: 762 3134 7664

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 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) *(Action Required)*
6. Community School Model overview with Guest Speaker Elizabeth Meeker
7. Executive Session to Review Complaint Submitted by Paulina Incardona
8. Committee Reports
 - a. Executive Committee Report
 - b. Academic Excellence Committee: Minutes of 11.15.21 enclosed
 - c. Governance Committee Report: Minutes of 10.15.21 enclosed
 - d. Personnel Committee Report
 - e. Audit & Finance Committee Report
 - i. Deep dive into Budget
 - ii. Engagement Letter for Legal Services, Resolution #445 *(Action Required)*
 - iii. Compensation for Dragon Power Hour, Resolution #446 *(Action Required)*
 - f. Committee on Diversity, Equity, and Inclusion
 - g. Parent Representative Report
9. ESN IT Services Agreement: Resolution #443 *(Action Required)*
10. School Director Report: Consistency/Walkthrough, NYS Test Data, and Enrollment Update
11. Discovery Policy Review: New Process through Google docs
12. Old Business
13. New Business
14. Motion to Adjourn *(Action Required)*

Next Regular Meeting: Friday, December 17, 2021

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

October 15, 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 10.15.21

Time: October 15, 2021 08:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/77031951612?pwd=L3A4cnBuY2tTZURvZmFxVGQwVWJhQT09>

Meeting ID: 770 3195 1612

Passcode: Discovery

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

Trustees Excused: none

Also Present: S. Castner (School Director), A. Hagen (Operations), K. Snyder, S. Polowitz (Legal Counsel), S. Fazali (Trustee Candidate), C. Diaz (ELA Instructional Coach), J. Schultz (Math Coach), M. Bradstreet (Data Coordinator),

1. Call to Order

- a. The Chair called the meeting to order at 8:04 a.m., and it was determined that a lawful quorum of ten 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 from Previous Meeting (9.17.21), and Special Meeting (10.01.21); **Resolution #442** Checks Over \$5000; Moved by S. Adair, seconded by S. Varhus, approved unanimously.

6. Committee Reports

- a. Executive Committee: Met in preparation of Special Meeting: to revisit Discovery's vaccination policy for staff- with full Board discussion held 10.01.21.
- b. Academic Excellence Committee: *No report. Noted that the next meeting will follow up with the Instructional Leadership Team regarding the new ELA curriculum, as well as a review of current instructional practices. Committee members will be polled to schedule regular monthly meeting time availability.*
- c. Governance Committee Report:
 - i. Trustee A. Slakes shared with the committee that she will be working as a substitute teacher in RCSD; the committee agreed it is not a conflict of interest to her Trustee position
 - ii. R. Stiles noted that the Committee is moving forward with the process of seeking CSO approval for S. Fazali to be approved as a voting Trustee- the motion will be made later in this meeting.
- d. Personnel Committee Report:
 - i. L. Lewis shared that the committee will meet next on Friday, October 22nd @ 10:00am.
- e. Audit & Finance Committee Report:
 - i. S. Adair shared that the committee met yesterday to discuss P&L and balance sheet and looking at stimulus funding.
 - ii. Trustee A. Slakes was on the call and S. Adair commended her for bringing a new set of eyes to the review process, as well as valuable commentary.
 - iii. The Committee discussed the increased hours select staff are working to accommodate the district's transportation shortages; it was proposed that for the 30 faculty who work the additional 90 minutes on Monday, Tuesday, Thursday, and Friday for the Dragon Power Hour afterschool program- they receive \$37.50 per day/number of days each quarter. The proposal was made to compensate teachers quarterly based on daily attendance reports.
 - iv. It was recommended by the Finance Committee that the process move forward, and a joint meeting between the Finance Committee and Personnel Committee be scheduled for final stipend approval.
- f. Ad Hoc Committee on Diversity, Equity & Inclusion:
 - i. L. Lewis shared the video "Race for the \$100"
 - ii. The Trustees all agreed that the video shared a very powerful message
 - iii. L. Lewis asked the Trustees to share their thoughts to begin a candid discussion about DE&I.
 - 1. R. Stiles noted that the video was a further reinforcement of what we already know; and helps further understand that racial disparities can contribute to economic

differences. He noted the people in the video who had what could be called “advantages” were taking all the steps towards the \$100. R. Stiles also noted that when the facilitator in the video had the “forward steppers” look behind them- it was very clear the disparities that cause others to never reach the finish line.

2. R. Stiles reminded everyone that Discovery Charter School was founded on the basis of promoting equity in our community.
- iv. S. Varhus posed a question to the group, “What is our purpose?”. There are many factors in the lives of our students that we cannot control (configuration of families, economic status, English as a second language etc.) “What are we doing to promote equity via other means?”
- v. L. Lewis shared her thoughts that inequality is not just between races, it is between income and wealth too.
- vi. T. Jackson said that the Trustees should find more ways to provide resources to students through the school- the winter coat program, fresh fruit and vegetable program, Back-Pack program etc. are all steps in the right direction, but the sentiment was made that we should always be trying to do more.
- vii. S. Varhus asked the School Director to share what support services Discovery currently provides. S. Castner shared that we had two new positions created this year, A Community Outreach Specialist as well as a Family Outreach Specialist- to expand the school’s support services.
- viii. L. Lewis inquired what the school may be doing to support emotional well being for the students after the pandemic- and perhaps this would be an area for the Trustees to consider additional hires.
- ix. S. Adair noted that one of the outcomes of the pandemic was that it has enabled educators to become much closer to families, via Zoom videos into students’ homes. S. Adair asked the School Director, from a budgetary perspective, what does DCS need to be successful? He emphasized to the Trustees that it will fall on the Board to execute any follow-up plans and next steps.
- x. D. Braveman really urged the Trustees to seriously consider the transition to a Community School Model, as logistically that model will most fully provide families with the supports being discussed.
- xi. S. Varhus advised that the next step would be to invite a representative to a future Board Meeting who is knowledgeable on the Community School Model to provide more information for the Trustees to consider for future planning.

g. Parent Representative Report: *No Report*

7. Nomination of Sareer Fazili to Board of Trustees

- a. The Discovery Charter School Board of Trustees, having conducted a thorough criminal history record check via fingerprinting which is deemed acceptable by NYSED, and having discovered no State or federal criminal history, or having provided information regarding such history to NYSED, if found, and having verified that any academic and/or professional credential or qualification presented by the proposed member is genuine, and having reviewed the application in its entirety, has made a motion to select Mr. Sareer Fazili as a member to its Board of Trustees, with a term

expiring on the date of the July 2024 Annual Meeting of Discovery Charter School, pending approval by NYSED. The resolution approving Mr. Fazili is adopted upon NYSED's approval.

- b. **Resolution #440:** Approval of nomination of Sareer Fazili as a member to Discovery's Board of Trustees; Moved by R. Stiles, seconded by T. Jackson, approved unanimously.
- c. **Resolution #441:** The Discovery Charter School Board of Trustees approves a membership of 11 trustees, effective upon the approval of the nomination of Mr. Sareer Fazili by the NYS Department of Education; Moved by R. Stiles, seconded by L. Lewis, approved unanimously.

8. School Director Report

- i. S. Castner shared current enrollment for K-6 is at 278, with special needs populations shared:

SWD 20-21	SWD 21-22	ENL 20-21	ENL 21-22
14.2%	18.5%	14%	13.5%

(i) S. Castner shared building Glows:

- Students are ready to learn, minimal distractions, 4 total referrals since the beginning of school,
- Student work has improved in terms of showing their work,
- Students are engaged with Iready and seem to enjoy the program,
- Concrete plan for special programming (Icot rooms),
- ELA New Curriculum: Module weekly assessments show steady progress of skills

(ii) S. Castner shared building Grows:

- K-1 deficient- current second graders only had half a year- there have been social challenges working together, being in line, social norms etc,
- Iready assessments are computerized which is a new skill for students,
- Teachers are overwhelmed with new curriculum, new Iready, being generally overwhelmed with being back full time, the grind of returning to in person all day.

(iii) Next month- S. Castner shared that ILT will have walkthrough data based on our consistencies

9. Discovery Policy Review: New Process through Google docs

- i. M. Bradstreet has uploaded all current polices 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 in process

10. Old Business: *none*

11. New Business: *none*

12. **Adjournment:** The meeting was adjourned at 9:44 am. (Moved by R. Stiles, seconded by S. Adair, approved unanimously)

Next Meetings: Friday, November 19, 2021

Minutes submitted by A. Hagen

**DISCOVERY CHARTER SCHOOL BOARD OF TRUSTEES
SPECIAL MEETING MINUTES**

October 29, 2021; 8:00-9:00 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 Special Meeting (Transportation Issues) 10.29.21

Time: Oct 29, 2021 08:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us04web.zoom.us/j/72613297175?pwd=ejlyTG9WbFdUd083V1ljMUVUTFZFdz09>

Meeting ID: 726 1329 7175

Passcode: Discovery

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

Trustees Excused: none

Also Present: S. Castner (School Director), A. Hagen (Operations), K. Snyder (Administrative Intern), S. Polowitz (Legal Counsel), M. Bradstreet (Data Coordinator), S. Fazali (Trustee Candidate), Anna Hall (Northeast Charter Schools Network), Ashara Baker (Northeast Charter Schools Network), Kirsten Barclay (Farash Foundation), Dr. Kymberly Cruz (Renaissance Academy Charter School CEO), Dr. Deasure Matthew (RCSD), Nan Westervelt (Board Chair Renaissance Academy Charter School)

1. Call to Order

- a. The Chair called the meeting to order at 8:03 a.m., and it was determined that a lawful quorum of ten 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. Motion to move to Executive Session

- a. S. Adair moved, and L. Lewis seconded a motion to move into Executive Session; the motion carried unanimously at 8:07 am.

6. Motion to exit Executive Session

- a. L. Lewis moved, and D. Braveman seconded a motion to exit Executive Session; the motion carried unanimously at 9:00 am.

7. Old Business: *none*

8. New Business: *none*

9. **Adjournment:** C. Wilkins moved, and S. Adair seconded a motion to adjourn; the motion carried unanimously at 9:03 am.

Next Meetings: *Friday, November 19, 2021*

Minutes submitted by A. Hagen

Executive Committee Meeting Minutes
Meeting Date: 11/1/202 / Vote via Email
Minutes Recorded By: Sara Varhus

Committee Chair:					
Committee Members	Name		Present	Excused	
	Sara Varhus		X		
	Lisa Lewis		X		
	Scott Adair		X		
	Amy Slakes		X		
	Christian Wilkens		X		
MEETING AGENDA, MINUTES AND ACTION ITEMS					
Agenda Item	Discussion	Action Item	Responsible Party	Due Date	
Approval of Minutes of 10/15/2021 Regular Meeting	Sara Varhus: Yes Lisa Lewis: Yes Scott Adair: Yes Amy Slakes: Abstain Christian Wilkens: Yes				

DISCOVERY CHARTER SCHOOL

RESOLUTION #444

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 19th day of November, 2021, held Zoom video conferencing via the following link, <https://us04web.zoom.us/j/76231347664?pwd=Y0prRWp2K2MrTlVqN25yaG9EZ2IKQT09> in accordance with Temporary Legislation adopted by State of New York Legislature, the following Resolution was adopted by the Board of Trustees:

WHEREAS: On November 1, 2011, the Executive Committee reviewed and approved the minutes of the regular meeting of the Board of Trustees held on October 15, 2021

NOW, IT IS, THEREFORE, RESOLVED: That the Board of Trustees confirms action of the Executive Committee approving the Minutes of the October 15 meeting of the Board of Trustees.

Date: November 19, 2021

Amy Slakes, Secretary



2021-2022 Intervention Continuum of Services

Specialized Service	Provider	Grade Levels	Duration/ Frequency	Location	Description
School Counseling	DCS Staff	K-6	30 minutes, once a week	School Social Workers Office / Scheduled Zoom meeting	Student receives small group or individual counseling from a social worker targeting social emotional goals. (Tier 2 or 3 Intervention).
Individualized Crisis Management Plan (ICMP)	DCS Staff	K-6	As needed	Across all school settings	This document is created for students with high risk behaviors that may present a danger to the student or others. The plan is created and reviewed with teachers, support staff, and the family. (Tier 3 Intervention)
Individualized preventative behavior interventions	DCS Staff	K-6	As needed	Across all school settings	Students receive individualized behavior plans created to support the student's ability to participate in instruction and other social activities. (Tier 2 or 3 Intervention)
Functional Behavioral Assessment (FBA) Behavior Intervention Plan (BIP)	DCS Staff & students home districts	K-6	As needed	Across all school settings	Students will have an FBA when behaviors are impacting their ability to learn. A BIP is the result of the FBA to best support the students' needs and abilities based on the function of their behavior. (Tier 3 Intervention)
Therapeutic Alternative to Suspension (TATS)	DCS Staff	K-6	As needed	DCS location	Students assigned to TATS will complete a combination of assigned class work in addition to therapeutic workshops or skills lessons. The student will have a behavior contract developed and an assigned mentor and parent communication. (Tier 2 or 3 Intervention)
Mentor Program	DCS Staff	K-6	As needed	DCS location	Students who have been assigned to TATS are assigned a staff mentor to help the behavior contract created and to help create/promote a positive school relationship. (Tier 3 Intervention)
Check in check out	DCS Staff	K-6	As needed	DCS location	Daily intervention plan that focuses on multiple targets that a student is struggling to meet, though presents the ability to achieve. Non-classroom staff person checks in two times daily to review the target chart, is sent home for parent review/signature, and then returned the next day. Program lasts 6-8 weeks. (HUGS) Program is a Tier 2 intervention
Formal Speech	Students home district staff	K-6	As stated on IEP	DCS location / Scheduled Zoom meeting	Students receive small group or individualized speech intervention based off the goals provided by the (IEP) Individualized Education Plan co-created by RCSD and DCS staff. (Tier 3 Intervention)

Occupational Therapy	Students home district staff	K-6	As stated on IEP	DCS location/ Scheduled Zoom meeting	Students receive small group or individualized occupational therapy intervention based off the goals provided by the (IEP) Individualized Education Plan co-created by student's home district and DCS staff. (Tier 3 Intervention)
Physical Therapy	Students home district staff	K-6	As stated on IEP	DCS location/ Scheduled Zoom meeting	Students receive small group or individualized physical therapy intervention based off the goals provided by the (IEP) Individualized Education Plan co-created by student's home district and DCS staff. (Tier 3 Intervention)
Reading Intervention	DCS Staff	K-6	30 minutes, four to five times a week	Intervention Room or classroom / Schedule Zoom meeting	Student receives small group instruction targeting ELA goals. Discovery utilizes a variety of strategies and programs such as: Into Reading, iReady, and Leveled Rigby Reading Instruction (Tier 1,2,3 Intervention)
Math Intervention	DCS Staff	K-6	30 minutes, four to five times a week	Intervention Room or classroom / Scheduled Zoom meeting	Student receives small group instruction targeting math goals. Discovery utilizes a variety of strategies and programs such as: Tiered Core Math, NYS Modules, iReady and Rocket Math. (Tier 1,2,3 intervention)
504 Plans	DCS Staff	K-6	As needed	Across all school settings	Students who have a diagnosed disability who do not qualify the need for an IEP are able to have a variety of modifications/accommodations within the school setting. (Tier 3 Intervention)
Consultant Teacher Direct (CTD)	DCS Staff	K-6	As stated on IEP	Intervention Room / Classroom / Live Zoom	Students receive small group or individualized educational interventions based off the goals provided by the (IEP) Individualized Education Plan co-created by the student's home district and DCS staff. (Tier 3 Intervention)
Integrated Co-Teaching (ICOT)	DCS Staff	K-6	As stated on IEP	ICOT Classroom / Live Zoom	Students receive differentiated educational interventions based off the goals provided by the (IEP) Individualized Education Plan co-created by the student's home district and DCS staff. (Tier 3 Intervention)
Resource Room	DCS Staff	K-6	As stated on IEP		
English for Speakers of Other Languages Services (ESOL)	DCS Staff	K-6	As needed	Classroom DCS office / Scheduled Zoom meeting	Students identified using the NYSITELL receive individualized instruction based on their level of proficiency. DCS utilizes a variety of strategies and support for ELL students such as: small group instruction, pre teaching vocab, visual cues, and sheltered instruction.
Mindfulness	DCS Staff	K-6	30 minutes, once a week	Mindfulness room / Zoom lesson / Recorded lesson	Students receive small group or individualized mindfulness skill practice targeting emotional and nervous system regulation to increase ability to participate in social and academic activities.
1:1 Teacher Check-In	DCS Staff	K-6	As needed	Phone Call / Scheduled Zoom meeting	Student receives a positive check-in from a DCS staff member to ensure they are up to date on independent tasks, participating during Zoom lessons, addressing any questions regarding online learning or independent work, helping to fill any other gaps.



COMPLAINT / GRIEVANCE POLICY 3500

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 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: 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 Chairman of the Board of Trustees. Said letter of appeal may be hand delivered, mailed or sent by overnight carrier to: Chairman 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.

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.

NB: This policy is found in Article IX of the Bylaws

Approved by the Board of Trustees
January 12, 2021

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		

MEETING AGENDA, MINUTES AND ACTION ITEMS

Agenda Item	Discussion	Action Item	Responsible Party	Due Date
NYS Assessments 2020-21	Difficult to interpret with most participation rates <50% and only multiple-choice items administered.	None.	n/a	n/a
Additional data needs for 12/2021 meeting	AEC would like to review these data: <ol style="list-style-type: none"> 1. iReady diagnostic (from Sept.) K-6 2. Harcourt (ELA) screenin, diagnostic & "growth measure" K-6 3. DCS internal measures for ELA & math 4. Writing assessment (is this part of Harcourt / internal?) 	Need to obtain/transmit data to AEC	Matt Bradstreet, CeCe Diaz?	12.13.21 (next AEC meeting)

Governance Committee Meeting Minutes
Meeting Date / Time: October 15, 2021
Minutes Recorded By: Bob Stiles

Committee Chair:		Bob Stiles			
Committee Members	Name		Present	Excused	
	Sara Varhus		X		
	Chris Wilkens			X	
	Daan Braveman		X		
	Robert Stiles		X		
	Also present:				
MEETING AGENDA, MINUTES AND ACTION ITEMS					
Agenda Item	Discussion	Action Item	Responsible Party	Due Date	
Review potential conflict of interest raised by board member Amy Slakes.	The Committee discussed by zoom the potential conflict of interest which has been raised by Amy Slakes who has taken a job substitute teaching for RVSD. The discussion included the points previously raised in various emails among Committee members prior to the meeting. The clear consensus was that Amy's new work does not present a conflict of interest with her role on the DCS board.	Daan Braveman moved and Sara seconded a motion confirming that the Committee does not view Amy's substitute teaching position with RCSD as creating a conflict of interest.	Sara will notify Amy of the decision by the Committee.		

Governance Committee Meeting Minutes
Meeting Date / Time: October 15, 2021
Minutes Recorded By: Bob Stiles

Strategic Plan					
Data Collection					
Professional Development					
Staffing					

Governance Committee Meeting Minutes
Meeting Date / Time: October 15, 2021
Minutes Recorded By: Bob Stiles

Final Comments					
Attachments					

Discovery Charter School
Check Detail
October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		10/10/2021			110-005 · M & T Bank - OLD		-35.59
TOTAL					530-105 · Miscellaneous Expense	-35.59	35.59
						-35.59	35.59
Check		10/15/2021	ADP, LLC		110-001 · M&T Bank		-198.47
TOTAL					540-030 · Payroll Processing	-198.47	198.47
						-198.47	198.47
Check		10/31/2021			110-001 · M&T Bank		-36.69
TOTAL					530-105 · Miscellaneous Expense	-36.69	36.69
						-36.69	36.69
Bill Pmt -Check	4908	10/14/2021	Aflac		110-001 · M&T Bank		-22.46
Bill	805410	09/28/2021			235-025 · AFLAC Liability	-22.46	22.46
TOTAL						-22.46	22.46
Bill Pmt -Check	4909	10/14/2021	Alyana Jones		110-001 · M&T Bank		-500.00
Bill		10/12/2021			540-041 · Enrichment - Summer Learning	-500.00	500.00
TOTAL						-500.00	500.00
Bill Pmt -Check	4910	10/14/2021	Amazon.com		110-001 · M&T Bank		-18,506.85
Bill		09/24/2021			110-120 · Amazon Corporate Credit Line	-13,267.28	13,267.28
Bill		10/10/2021			110-120 · Amazon Corporate Credit Line	-5,239.57	5,239.57
TOTAL						-18,506.85	18,506.85
Bill Pmt -Check	4911	10/14/2021	Aneesah Willis		110-001 · M&T Bank		-93.70
Bill		10/01/2021			530-010 · Classroom Supplies	-23.97	23.97
Bill		10/02/2021			530-010 · Classroom Supplies	-69.73	69.73
TOTAL						-93.70	93.70
Bill Pmt -Check	4912	10/14/2021	Cardmember Service		110-001 · M&T Bank		-91.91
Bill		09/07/2021			110-110 · M&T Bank Credit Card - 5639	-91.91	91.91
TOTAL						-91.91	91.91
Bill Pmt -Check	4913	10/14/2021	Christopher Archie		110-001 · M&T Bank		-102.00

Discovery Charter School

Check Detail

October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		09/27/2021			530-105 · Miscellaneous Expense	-102.00	102.00
TOTAL						-102.00	102.00
Bill Pmt -Check	4914	10/14/2021	Copier Fax Business Technologies		110-001 · M&T Bank		-1,439.50
Bill	740793	10/01/2021			530-035 · Printing & Copying	-1,439.50	1,439.50
TOTAL						-1,439.50	1,439.50
Bill Pmt -Check	4915	10/14/2021	Culligan		110-001 · M&T Bank		-30.00
Bill		09/30/2021			530-025 · Food Service Supplies	-30.00	30.00
TOTAL						-30.00	30.00
Bill Pmt -Check	4916	10/14/2021	Education Success Foundation		110-001 · M&T Bank		-37,699.63
Bill	C2021-201	07/01/2021			550-050 · Utilities	-4,548.05	4,548.05
					530-040 · Telephone	-75.44	75.44
					550-015 · Maintenance & Repairs	-69.03	69.03
					530-020 · Computer Supplies & Software	-268.20	268.20
Bill	C2021-801	09/24/2021			550-050 · Utilities	-3,434.25	3,434.25
					530-040 · Telephone	-75.53	75.53
Bill	2021-Nov	10/05/2021			120-015 · Prepaid Expenses	-29,229.13	29,229.13
TOTAL						-37,699.63	37,699.63
Bill Pmt -Check	4917	10/14/2021	Education Success Network		110-001 · M&T Bank		-8,871.15
Bill	C2021-203	07/01/2021			530-020 · Computer Supplies & Software	-679.19	679.19
Bill	C2021-803	09/24/2021			530-020 · Computer Supplies & Software	-615.12	615.12
Bill	2021-1001	10/01/2021			540-011 · Landlord - Admin. Services	-7,576.84	7,576.84
TOTAL						-8,871.15	8,871.15
Bill Pmt -Check	4918	10/14/2021	Excellus Blue Cross Blue Shield		110-001 · M&T Bank		-2,485.63
Bill		10/01/2021			525-017 · Dental Insurance	-2,485.63	2,485.63
TOTAL						-2,485.63	2,485.63
Bill Pmt -Check	4919	10/14/2021	Flower City Charter Services		110-001 · M&T Bank		-9,500.00
Bill	248	10/04/2021			550-010 · Janitorial	-9,500.00	9,500.00
TOTAL						-9,500.00	9,500.00
Bill Pmt -Check	4920	10/14/2021	Harmony Palmer		110-001 · M&T Bank		-500.00

Discovery Charter School
Check Detail
October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill		10/12/2021			540-041 · Enrichment - Summer Learning	-500.00	500.00
TOTAL						-500.00	500.00
Bill Pmt -Check	4921	10/14/2021	Justin Schultz		110-001 · M&T Bank		-32.97
Bill		10/14/2021			530-010 · Classroom Supplies	-32.97	32.97
TOTAL						-32.97	32.97
Bill Pmt -Check	4922	10/14/2021	Mecca Willis		110-001 · M&T Bank		-500.00
Bill		10/12/2021			540-041 · Enrichment - Summer Learning	-500.00	500.00
TOTAL						-500.00	500.00
Bill Pmt -Check	4923	10/14/2021	New York State Teachers Retirement Loan		110-001 · M&T Bank		-248.00
Bill	Sept. 2021	09/01/2021			235-015 · TRS Employee Loan	-124.00	124.00
Bill	Oct. 2021	10/01/2021			235-015 · TRS Employee Loan	-124.00	124.00
TOTAL						-248.00	248.00
Bill Pmt -Check	4924	10/14/2021	Office Depot		110-001 · M&T Bank		-451.45
Bill	195472944001	09/23/2021			530-005 · Office supplies	-85.20	85.20
Bill	201045856001	09/29/2021			530-005 · Office supplies	-19.80	19.80
Bill		10/13/2021			530-005 · Office supplies	-346.45	346.45
TOTAL						-451.45	451.45
Bill Pmt -Check	4925	10/14/2021	Premier Accounting		110-001 · M&T Bank		-615.00
Bill	766	09/30/2021			540-006 · Accounting Services	-615.00	615.00
TOTAL						-615.00	615.00
Bill Pmt -Check	4926	10/14/2021	Sareer Fazili		110-001 · M&T Bank		-13.75
Bill		10/07/2021			530-105 · Miscellaneous Expense	-13.75	13.75
TOTAL						-13.75	13.75
Bill Pmt -Check	4927	10/14/2021	School Specialty LLC		110-001 · M&T Bank		-499.81
Bill	308103884398	09/24/2021			530-010 · Classroom Supplies	-467.57	467.57
Bill	208128769860	10/04/2021			530-010 · Classroom Supplies	-32.24	32.24
TOTAL						-499.81	499.81
Bill Pmt -Check	4928	10/14/2021	Staples		110-001 · M&T Bank		-404.90

Discovery Charter School
Check Detail
October 2021

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill	7339384212-0-1	09/14/2021			530-005 · Office supplies	-404.90	404.90
TOTAL						-404.90	404.90
Bill Pmt -Check	4929	10/14/2021	The Business Council of NYS, Inc.		110-001 · M&T Bank		-2,622.45
Bill	1000061435	08/17/2021			235-020 · Life Insurance	-248.50	248.50
					525-021 · Disability - Supplemental	-368.38	368.38
					525-016 · Vision Insurance	-257.27	257.27
Bill	1000061436	09/01/2021			235-020 · Life Insurance	-248.50	248.50
					525-021 · Disability - Supplemental	-368.38	368.38
					525-016 · Vision Insurance	-257.27	257.27
Bill	1000061712	10/01/2021			525-030 · Life Insurance	-248.50	248.50
					525-021 · Disability - Supplemental	-368.38	368.38
					525-016 · Vision Insurance	-257.27	257.27
TOTAL						-2,622.45	2,622.45
Bill Pmt -Check	4930	10/14/2021	Transamerica Life Insurance Company		110-001 · M&T Bank		-50.26
Bill	2504343042	10/01/2021			235-020 · Life Insurance	-50.26	50.26
TOTAL						-50.26	50.26
Bill Pmt -Check	4931	10/14/2021	Verizon Wireless		110-001 · M&T Bank		-231.31
Bill	9889588595	10/01/2021			530-040 · Telephone	-231.31	231.31
TOTAL						-231.31	231.31
Bill Pmt -Check	4932	10/14/2021	Wegmans		110-001 · M&T Bank		-470.40
Bill	Sept.	09/30/2021			540-025 · Food Service Fees	-470.40	470.40
TOTAL						-470.40	470.40
Bill Pmt -Check	4933	10/14/2021	The Hartford Insurance Company DBL & PFL		110-001 · M&T Bank		-4,334.23
Bill		09/30/2021			525-020 · NYS Disability	-1,391.94	1,391.94
					230-041 · NYS Paid Family Leave	-2,942.29	2,942.29
TOTAL						-4,334.23	4,334.23
Total for October:							90,588.11

DISCOVERY CHARTER SCHOOL
Profit/Loss YTD Comparison w/Budget
As of October 31, 2021

	Actual Month 10/31/2021	Actual YTD 10/31/2021	Actual YTD 10/31/2021 Operating Fund	CURRENTLY NO EXP ALLOCATED Actual YTD 10/31/2021 ARP Grant	Actual YTD 10/31/2021 Special Aid Fund (Other)	ACTUAL YTD 10/31/2021 TOTAL	PRIOR YTD 10/31/2020 TOTAL	Budget Full Year	Remaining Budget \$	% Used/ Received of Budget 33%
Income										
410-010 Per Pupil Allocation Income	\$ 346,549		\$ 1,323,843			\$ 1,323,843	\$ 1,260,007	\$ 3,973,755	\$ 2,649,912	33%
410-025 High Cost Aid						-	-	350,000	350,000	0%
450-050 Federal IDEA						-	2,594	31,626	31,626	0%
450-030 Title I A&D						-	-	177,516	177,516	0%
450-020 Title IIA						-	-	19,507	19,507	0%
450-035 Title IV						-	-	13,775	13,775	0%
450-105 CRRSA Act Funding	116,551				116,551	116,551	-	582,376	465,825	20%
450-100 ARP Act Funding						-	-	1,307,934	1,307,934	0%
415-010 Contributions and donations	-		50			\$ 50	50	-	(50)	0%
415-020 Miscellaneous	-					-	2,589	-	-	0%
410-020 Food Service Income		24,005				24,005	11,966	314,243	290,238	8%
410-120 Child Nutrition Emergency Funds	50,588	50,588				50,588	-	-	(50,588)	#DIV/0!
450-040 Fresh Fruits & Veg Programs					5,152	5,152	-	-	#VALUE!	#VALUE!
450-080 Other Grants						-	5,000	-	-	0%
415-025 E-rate Reimbursement	-		1,505			1,505	-	36,195	34,690	4%
415-015 In-Kind District Textbooks						-	-	17,687	17,687	
TOTAL INCOME	\$ 513,688	\$ 74,593	\$ 1,325,398	\$ -	\$ 121,703	\$ 1,521,694	\$ 1,282,206	\$ 6,824,614	#VALUE!	22%
Actual YTD Income vs Full Year Budget										
Expense										
520-010 Salaries & Wages	\$ 275,197		\$ 729,297			729,297	563,869	\$ 2,855,728	\$ 2,126,431	26%
525-045 HSA Employee Contribution		151				507	1,002			
525-016 Vision Insurance		1,690				4,993	3,399			
525-017 Dental Insurance		20,244				54,687	41,957			
525-010 FICA		20,089				99,477	79,999			
525-015 Health Insurance						1,612	845			
525-020 NYS Disability		200				66	2,478			
525-021 Disability - Supplemental		249				27	890			
525-030 Life Insurance		21,861				65,582	64,425			
525-025 Retirement Expense		3,204				10,299	13,958			
525-035 Workers Compensation Inst		1,818				4,598	331			
525-040 Unemployment Insurance E						-	-			
525-045 Employee Benefits		69,506				241,848	209,284			
Total 525 Employee Benefits		344,703				971,145	773,153	838,788	596,940	29%
Total Personnel Expense		344,703				971,145	773,153	3,694,516	2,723,371	26%
Actual YTD Personnel Exp vs Full Year Budget										
530 School Operations										
540-115 Minor Equipment/Furniture	326		15,077			15,077	3,581	40,000	24,923	38%
530-053 Transportation	236		2,636			2,636	-	10,000	7,364	26%
530-120 Yearbook						-	2,937	2,000	2,000	0%
530-105 Miscellaneous Expense	86		729			729	546	-	(729)	#DIV/0!
530-005 Office Supplies	1,616		8,477			8,477	2,843	20,000	11,523	42%
530-010 Classroom Supplies	1,504		16,458			16,458	5,193	36,000	19,542	46%
530-015 Special Education Supplies						-	-	2,500	2,500	0%
530-025 Food Service Supplies						-	-	4,000	3,630	9%
530-030 Postage			291			370	120	2,500	2,401	4%
530-035 Printing/Copying			99			99	153	2,500	17,668	12%
530-040 Telephone	317		2,332			2,332	307	20,000	10,282	41%
530-045 Marketing & Advertising	45		7,218			7,218	6,868	17,500	6,615	27%
530-055 Travel			2,385			2,385	700	9,000	4,000	0%

DISCOVERY CHARTER SCHOOL
Profit/Loss YTD Comparison w/Budget
As of October 31, 2021

	Actual Month 10/31/2021	Actual YTD 10/31/2021	Actual YTD 10/31/2021	Actual YTD 10/31/2021	Actual YTD 10/31/2021 Special Aid	Actual YTD 10/31/2021 Fund (Other)	ACTUAL YTD 10/31/2021 TOTAL	PRIOR YTD 10/31/2020 TOTAL	Budget Full Year	Remaining Budget \$	% Used/ Received of Budget
530-060 · Professional Development F	4,750		4,880				4,880	310	13,000	8,120	38%
530-070 · Board Expense							-	-	850	850	0%
530-075 · Expedition							-	207	-	-	#DIV/0!
530-085 · Textbooks	39		100,553				100,553	14,042	81,000	(19,553)	124%
530-120 · Student Uniforms							-	-	4,000	4,000	0%
530-020 Computer Supplies & Softwa	611		12,430				12,430	15,476	100,000	87,570	12%
530-065 Meeting Expense			760				760	-	1,500	740	0%
530-050 Dues and Subscriptions	-		160				160	3,864	10,600	10,440	2%
530-095 · Student Testing	-		18,103				18,103	-	6,500	(11,603)	279%
Total 530 · School Operations	10,970	79	192,588	-	-	-	192,667	57,147	384,950	192,283	
Actual YTD School Op Exp vs Full Year Budget											
540 · Contracted Services											
540-005 · Auditing	-		10,500				10,500	10,112	18,000	7,500	58%
540-006 · Accounting Services	525		2,670				2,670	3,450	10,000	7,330	27%
540-045 · Other Purchased/Prof/Const	-		3,438				3,438	7,938	25,000	21,562	14%
540-040 · Enrichment - After School			1,844				1,844	-	-	(1,844)	0%
540-041 · Enrichment - Summer Leari	1,500		27,919				27,919	-	86,000	58,081	0%
540-010 · Legal Fees			5,775				5,775	4,935	20,000	14,225	29%
540-012 · Landlord - Admin Services	7,577		30,307				30,307	29,092	87,276	56,969	0%
540-015 · Expeditionary Learning Fees			\$		\$		-	-	-	-	0%
540-025 · Food Service Fees	-		27,345				31,511	11,431	308,884	277,373	10%
540-030 · Payroll Processing	198		788				788	757	3,000	2,212	26%
Total 540 · Contracted Services	9,800	27,345	83,241	-	4,166	4,166	114,752	67,715	558,160	443,408	
Actual YTD Contracted Svcs Exp vs Full Year Budget											
550 · Facility Operation											
550-005 · Insurance	3,097		12,389				12,389	10,806	43,069	30,680	29%
550-015 · Maintenance & Repairs	3,001		7,056		\$	-	7,056	418	4,000	(3,056)	176%
550-015 · Janitorial	10,137		42,261		\$	-	42,261	-	110,000	67,739	38%
550-021 · Facility Lease - Hoover	29,229		116,917				116,917	148,969	350,746	233,829	33%
550-050 Utilities	4,499		20,245				20,245	13,491	50,000	29,755	40%
550-055 Property Taxes							-	-	1,263	1,263	0%
550-030 · Equipment Lease			2,263				2,263	3,042	10,000	7,737	23%
Total 550 · Facility Operation	49,963	-	201,131	-	-	-	201,131	176,726	569,078	367,947	
Actual YTD Facility Op Ex vs Full Year Budget											
Other											
560-090 Fraud Expense							-	-	-	-	0%
550-090 · Depreciation	-	335	27,911				28,246	38,721	95,540	67,294	30%
Contingency							-	-	-	-	#DIV/0!
TOTAL EXPENSE	415,436	27,759	1,476,016	-	4,166	4,166	1,507,941	1,113,462	5,302,244	3,794,303	
Actual YTD Expense vs Full Year Budget											
NET OPERATING SURPLUS/(DEFICIT)	\$ 98,253	\$ 46,834	\$ (150,618)	\$ -	\$ 117,537	\$ 117,537	\$ 13,753	\$ 168,744	\$ 1,522,370	\$ 1,522,370	
NET SURPLUS/(DEFICIT) INCLUDING REVENUE FOR CAPITAL											
	\$ 98,253	\$ 46,834	\$ (150,618)	\$ -	\$ 117,537	\$ 117,537	\$ 13,753	\$ 168,744	\$ 1,522,370	\$ 1,522,370	

DISCOVERY CHARTER SCHOOL
Profit/Loss YTD Comparison w/Budget
As of October 31, 2021

Actual Month 10/31/2021	Actual YTD 10/31/2021 Food Service Fund	Actual YTD 10/31/2021 Operating Fund	CURRENTLY NO EXP ALLOCATED		Actual YTD 10/31/2021 Special Aid Fund (Other)	ACTUAL YTD 10/31/2021 TOTAL	PRIOR YTD 10/31/2020 TOTAL	Budget Full Year	Remaining Budget \$	% Used/ Received of Budget
			Actual YTD 10/31/2021	ARP Grant						



THE COPPOLA FIRM
Attorneys & Counselors At Law

November 15, 2021

VIA EMAIL ONLY: svarhus0@naz.edu

Ms. Sarah Varhus, Board Chair
Discovery Charter School
133 Hoover Drive
Rochester, New York 14615

Dear Sarah:

Re: Discovery Charter School Ongoing Legal Matters

As you know, I have joined The Coppola Firm, and look forward to the opportunity to continue serving you. New York law requires that we send you this formal engagement letter to explain the details of hiring our law firm to assist you.

Scope of Representation :: You have engaged our Firm for legal advice and assistance for your ongoing and general legal matters. Thank you for entrusting this important matter to us.

Fees & Expenses :: Our Firm typically bills clients for legal work based on our normal hourly rates. Attorney rates range from \$210 to \$500 per hour, and para-professional rates (such as legal assistants, paralegals, and law clerks) range from \$125 to \$190 per hour, and they are adjusted annually, usually in January. However, we charge our Charter School clients a flat rate of \$250 per hour regardless of attorney or matter. Beyond hourly fees, certain other expenses may possibly be incurred from time to time including messenger and overnight courier fees, filing fees, expert fees, copying expenses, parking, mileage, and similar items. When they occur, these expenses are billed at cost, without any markup.

Initial Retainer & Billing Statements :: It is our standard practice to require a retainer fee from new clients, but because of you are an existing client of mine, it is not necessary here. Instead, we simply will provide invoices to you for services rendered from time to time, usually once monthly. They indicate the nature of the work done during the time period covered by the statement and the fees for those services, as well as costs advanced and credits applied towards those costs and disbursements. Invoices are payable upon receipt.

P: (716) 839-9700 • E: spolowitz@coppola-firm.com
3960 Harlem Road, Buffalo, New York 14226
www.coppola-firm.com

It has become our practice to assess interest on balances that remain outstanding after 30 days, at a rate of 12% per year. By signing this letter, you are agreeing that, if you do not timely pay the Firm's invoices, you will be obligated to pay the then-due charges along with any accrued interest.

Withdrawal or Discharge :: Although this occurs infrequently, the Firm reserves its right to withdraw from representing you in case you do not honor your financial obligations, if a conflict of interest arises, or if the Firm determines that it can no longer represent you. Likewise, you retain the right to discharge the Firm at any time and for any reason (or for no reason at all). In the unlikely event this occurs, you may retrieve your file. You will be responsible to pay any outstanding charges prior to obtaining your file.

Conclusion of Matter :: When this engagement is concluded, the Firm will close your file. In compliance with New York State law, we retain file materials for seven years in either hard copy or electronic form, after which they are confidentially destroyed.

Arbitration :: In the event that a dispute arises between us relating to fees, you may have the right to arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which I will provide to you on request.

Approval :: If you agree to the terms of representation set forth in this letter, I ask that you sign on the line below and return the signed copy to me. Thank you again for your confidence in our Firm.

We stand ready to assist.

Sincerely,



Steven H. Polowitz, Esq

READ AND AGREED TO:

Sarah Varhus, as Board Chair for
Discovery Charter School

Date: _____

cc: Lisa A. Coppola, Esq.

DISCOVERY CHARTER SCHOOL

RESOLUTION #445

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 19th day of September, 2021, held Zoom video conferencing via the following link, <https://us04web.zoom.us/j/76231347664?pwd=Y0prRWp2K2MrTlVqN25yaG9EZ2IKQT09> in accordance with Temporary Legislation adopted by State of New York Legislature. the following Resolution was adopted by the Board of Trustees:

WHEREAS: Steven H. Polowitz, Esq., has served effectively as legal counsel to the Discovery Charter School Board of Trustees since the founding of the school; and

WHEREAS: Compensation for Mr. Polowitz has not increased since 2014 ; and

WHEREAS: Mr. Polowitz has joined the Coppola Firm; and

WHEREAS: An hourly billing rate of \$250 for the services of Mr. Polowitz and/or other members of the Coppola Firm is below market and substantially below the average hourly rate for attorneys of the Coppola Firm;

NOW, IT IS, THEREFORE, RESOLVED: That 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.

Date: November 19, 2021

Amy Slakes, Secretary

SERVICE AGREEMENT

EDUCATION SUCCESS NETWORK, INC. AND DISCOVERY CHARTER SCHOOL

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

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

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

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

4. TERMINATION.

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

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

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

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

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

7. OWNERSHIP/USE OF MATERIALS AND CONFIDENTIAL INFORMATION.

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

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

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

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

(e) ESN is not entitled to and will not receive any Personally Identifiable Information. Personally Identifiable Information (PII) means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g, and Teacher or Principal APPR Data, defined as PII from Client's records relating to the annual professional performance reviews of classroom teachers or

principals that is confidential and not subject to release under the provisions of New York Education Law §§ 3012-c and 3012-d.

(f) In the event ESN comes into possession of any student information which constitutes PII (also referred to herein as “confidential student data”) during the performance of its services for DCS under this Agreement (including, but not necessarily limited to such student data as: NYS student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), then, and in said event, ESN (a) shall notify DCS immediately, (b) shall not disclose any of such confidential student data or information to anyone under any circumstances, (c) shall destroy such confidential student data immediately, and (d) shall adhere to all federal and state laws and regulations protecting the confidentiality of confidential student data including, but not limited to, the Family Educational Rights and Privacy Act (“FERPA”) and the Protection of Pupil Rights Amendment (“PPRA”).

(g) In the event ESN comes into possession of any confidential employee data or information which constitutes PII (also referred to herein as “confidential employee data”) then, and in said event, ESN (a) shall notify Client immediately, (b) shall not disclose any of such confidential employee data or information to anyone under any circumstances, (c) shall destroy such confidential employee data immediately, and (d) shall adhere to all federal and state laws and regulations protecting the confidentiality of confidential employee data including, but not limited to, New York Education Law §§ 3012-c and 3012-d.

8. SEXUAL HARASSMENT POLICY AND NON –DISCRIMINATION POLICIES.

ESN acknowledges and understands that pursuant to New York State law DCS’s Sexual Harassment Policy and Non –Discrimination Policy (the “Policies”) applies to all employees, paid or unpaid interns, and non-employees, such as contractors, subcontractors, consultants, or anyone providing services to DCS, and all must follow and uphold the Policies, attached hereto as Attachment B. The Policies are being provided to ESN and are hereby incorporated into and made a part of this Agreement.

9. MISCELLANEOUS.

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

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

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

(d) All notices and other communications hereunder will be in writing and will be delivered personally or by guaranteed overnight delivery, or by registered or certified mail (return receipt requested), postage prepaid, to the parties at addresses provided above. Notice will be deemed given upon receipt or upon the failure to accept delivery.

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

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

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

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

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

EDUCATION SUCCESS NETWORK, INC.

By: _____

Joseph M. Martino, Chief Executive Officer

Date:

DISCOVERY CHARTER SCHOOL

By: _____

Sara Castner, School Director

Date:

ATTACHMENT A

Schedule of Services & Fees

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

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

IT Support Services Provided to Discovery Charter School

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

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

DISCOVERY CHARTER SCHOOL

RESOLUTION #443

At a regular meeting of the Board of Trustees of Discovery Charter School held on the 19th day of September, 2021, held Zoom video conferencing via the following link, <https://us04web.zoom.us/j/76231347664?pwd=Y0prRWp2K2MrTlVqN25yaG9EZ2lKQT09> in accordance with Temporary Legislation adopted by State of New York Legislature. the following Resolution was adopted by the Board of Trustees:

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

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

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

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

Date: November 19, 2021

Amy Slakes, Secretary

PERSONNEL POLICIES

3100

Employment Practices

Nature of Employment

Employment at Discovery Charter School (DCS) is “at-will.” This^[LL1] means that it is voluntarily entered into, and the employee is free to resign at any time, with or without cause. Similarly, it means that DCS may terminate the employment relationship at any time, with or without notice or cause, so long as there is no violation of federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between DCS and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time at DCS’s sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the DCS School Director and the Board of Trustees.

Equal Employment Opportunity

It is the policy of the DCS to assure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, disability, marital status, military status, veteran status, domestic violence victim status, sexual orientation, genetic predisposition or carrier status, or any other characteristic protected by law. ^[LL2] An applicant is defined as an individual invited to fill out an application for a vacant position. Such action shall include employment, upgrading, demotion, or transfer^[LL3]; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

If you have any questions about DCS's EEO policy, you may contact the Operations[HA4] Manager or School Director.

Americans with Disabilities Act

DCS prohibits discrimination against qualified individuals with disabilities in all aspects of employment

, including, but not limited to recruitment, selection, job assignment, compensation, discipline, termination, demotions, leaves of absence, layoff, employer-sponsored activities and access to benefits and training.

Qualified Individuals with Disabilities

Qualified individuals with disabilities are defined as individuals with disabilities who can perform the essential functions of the job with or without reasonable accommodation.

Reasonable Accommodations

Reasonable accommodation is defined as any change or adjustment to a job, the work environment, or the way things usually are done that enables a qualified individual with a disability to enjoy an equal employment opportunity and does not pose an undue hardship.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their supervisor, Operations Manager or the School Director.

If you have any questions about this policy, please contact the Operations Manager or School Director.

Immigration Law Compliance

DCS is committed to compliance with the Immigration Reform and Control Act of 1986. As a result, each new employee, as a condition of employment, will be required to complete the Employment Eligibility

Verification Form (I-9) and present documentation establishing his/her identity and employment eligibility. The I-9 requirements apply to any employee hired on or after November 7, 1986.

Former employees that are rehired must also complete this form if they have not completed an I-9 within the past three years or if their previous I-9 is no longer retained or valid. You must complete a new Form I-9 if the version of the form you used for the previous verification has since been replaced by a newer version.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the school.

If you have questions or would like more information about immigration law issues, you are encouraged to contact the Operations[HA5] Manager or School Director.

NOTE: DCS is an equal opportunity employer and does not make employment decisions based on an applicant's or an employee's citizenship, national origin, or ancestry. You should feel free to raise questions or express your concerns regarding immigration law issues without fear of retaliation.

Employment Categories

The following terms are used to describe the classification of employees and their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and DCS

FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work a minimum of 40 hours per week during the entire school year. Generally, they are eligible for the DCS benefit package, subject to the terms, conditions, and limitations of each benefit program.

PART-TIME employees are those who are not temporary and who are regularly scheduled to work less than 32 [HA6] hours per week. While part-time employees do receive all legally mandated benefits (such

as Social Security and workers' compensation insurance), they may not be eligible for all of DCS's other benefit programs.

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force, to fill in during faculty members' absence or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of DCS's other benefit programs.

Interns/Volunteers

Other Classifications^[HA7]

Volunteers – Volunteers perform services for a temporary period without the expectation of monetary compensation. Individuals who are Volunteers are not considered DCS employees; they are subject to all policies herein except that Volunteers are not eligible to receive benefits.

Interns – Interns may be interns or recent graduates who are experiencing supervised practical training. All interns are required to have a DCS staff supervisor. Individuals who are interns are not considered DCS employees; they are subject to all policies herein except that interns are not eligible to receive benefits.

Sexual Harassment & Other Unlawful Harassment & Discrimination

DCS strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity, and courtesy. This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits, and training. This policy also applies not only to the workplace during normal business hours, but also to all job sites, work-related social functions, whether on or off the school's premises, and to business-related travel.

Sexual Harassment Policy and Non –Discrimination Policies.

Any vendor or sub-contractors who works with DCS acknowledges and understands that, pursuant to New York State law DCS's Sexual Harassment Policy and Non – Discrimination Policy (the "Policies") applies to all employees, paid or unpaid interns, and non-employees, such as contractors,

subcontractors, consultants or anyone providing services to DCS, and all must follow and uphold the Policies, attached hereto as Schedule B. The Policies are being provided to any vendor or sub-contractors whom works with DCS. and are hereby incorporated into and made a part of this agreement.

2. Any vendor or sub-contractors who works with DCS **are not entitled to and will not receive any Personally Identifiable Information.** Personally Identifiable Information (PII) means personally identifiable information as defined in section 99.3 of Title 34 of the Code of Federal Regulations implementing the Family Educational Rights and Privacy Act, 20 U.S.C 1232g , and Teacher or Principal APPR Data, defined as PII from Client's records relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of New York Education Law §§ 3012-c and 3012-d.

In the event any vendor or sub-contractors who works with DCS comes into possession of any student information which constitutes PII (also referred to herein as "confidential student data") during the performance of its services for DCS under this Agreement (including, but not necessarily limited to such student data as: NYS student number, student name, students zip codes, free & reduced lunch status, demographic data, subject area academic test scores, in-house and state exam results, attendance, tardy to school, early departure from school, suspension and class removal records, interventions provided to students), then, and in said event, Any vendor or sub-contractors who work with DCS (a) shall notify DCS immediately, (b) shall not disclose any of such confidential student data or information to anyone under any circumstances, (c) shall destroy such confidential student data immediately, and (d) shall adhere to all federal and state laws and regulations protecting the confidentiality of confidential student data including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") and the Protection of Pupil Rights Amendment ("PPRA").

In the event any vendor or sub-contractors who works with DCS comes into possession of any confidential employee data or information which constitutes PII (also referred to herein as "confidential employee data") then, and in said event, the vendor or sub-contractor (a) shall notify Client immediately, (b) shall not disclose any of such confidential employee data or information to anyone under any circumstances, (c) shall destroy such confidential employee data immediately, and (d) shall adhere to all federal and state laws and regulations protecting the confidentiality of confidential employee data including, but not limited to, New York Education Law §§ 3012-c and 3012-d.

Prohibited Behavior

DCS does not and will not tolerate any type of discrimination or harassment of our employees, applicants for employment, or our customers. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited.

The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender (including pregnancy), race, color, religion, national origin, age, disability, military status, creed, sexual orientation, genetic predisposition or carrier status, marital status, domestic violence victim status, arrest record, or any other protected category under federal, state, or local law.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- Is made an explicitly or implicitly condition of employment
- Is used as the basis for employment decisions
- Unreasonably interferes with an individual's work performance; or
- Creates an intimidating, hostile, or offensive working environment.

The types of conduct covered by this policy include demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or threat concerning employment.

Specifically, it includes sexual behavior such as:

- Sexual flirtations, advances, or propositions;
- Verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's appearance, or displaying sexually suggestive objects or pictures including cartoons and vulgar e-mail messages; and
- Physical contact or touching, such as patting, pinching, or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and employees, between employees, or directed at employees by non-employees conducting business with the school, regardless of gender – including same-sex harassment.

Complaint Procedure and Investigation

Any employee who has experienced a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to his/her supervisor. If that person is not available, or you believe it would be inappropriate to contact that person, contact your supervisor, the Business Manager or the School Director.

When a complaint is registered with the supervisor or Operations[HA8] Manager, it is his or her duty and responsibility to advise the School Director of the nature of the complaint as soon as possible. DCS will investigate the complaint and take proper action on behalf of the employee.

Any supervisor or other employee who becomes aware of possible sexual or other unlawful harassment should promptly advise the Operations Manager and/or School Director, who will handle the matter in a timely and confidential manner.

DCS will conduct a prompt investigation as confidentially as possible under the circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time, employees have an obligation to cooperate with DCS in enforcing this policy and investigating and remedying complaints.

Retaliation

Any employee who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint. In addition, the school will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint.

Benefits

Employee Benefits[DS9] [HA10]

Wages are only a part of the total compensation package offered to our employees. We also offer an extensive fringe benefits package. As the DCS evolves, we will continue to review and revise these employee policies and benefit programs. The DCS reserves the right to alter, reduce or terminate any pay practices, policies, benefits and benefit plans, in whole or in part, without advance notice.

The benefit information found in this handbook is intended to provide an overview of the benefit plans. ***The actual benefits are controlled by the terms of the applicable plan documents and insurance policies.*** Questions regarding the interpretation of these plans will be answered in accordance with the actual plan documents and insurance policies rather than the summaries contained in this handbook. Employees may obtain copies of these documents from Operations Manager. DCS and/or the plan administrator have the sole discretion to determine the eligibility for benefits and to interpret and administer these benefit plans.

Eligible employees at Discovery Charter School (DCS) are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification.

The Operations Manager can identify the programs for which you are eligible. Details of some of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Paid Time Off
- Holidays
- Jury Duty
- Workers' Compensation Insurance
- Health Insurance
- Dental Insurance
- Vision Insurance[HA11]
- Short-Term Disability
- Paid Family Leave
- Life Insurance
- Retirement Plans
- Section 125 Plan
- Benefits Continuation (COBRA)

Some benefit programs do require contributions from employees. A packet with more detailed information is available from the Operations Manager. Employees are responsible for reviewing the information in order to select programs which best meets their needs and eligibility.

Health and Dental Insurance

The DCS health plans provide employees and their dependents access to medical and dental insurance benefits. Full-Time employees are eligible to participate in the health and dental insurance plan commencing on the date of hire. Eligible faculty members who elect health and/or dental insurance coverage will pay a portion of the cost through bi-weekly payroll deductions.

Eligible employees may sign up for or change health care benefits during the open enrollment period or upon occurrence of a qualifying event. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between DCS and the insurance carrier.

Opt Out

Full-time employees who opt out of health insurance through DCS will be paid an annual opt out payment of five hundred dollars (\$500.00). The opt out payment will typically be paid in the month of , provided the employee is still on active status or on an approved leave of absence on the date that payments are issued. Payments will be pro-rated based on the employee's date of hire in the benefit year. Opt out payments are considered taxable income to the employee.

Details of the health insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Operations[HA12] Manager for more information about health and dental insurance benefits.

Any employee who declines any or all insurance benefits is required to sign a Waiver Form and return it to the Operations Manager. This form will be included in the employee's employment file.

Health Insurance Coverage at Termination

In accordance with the provisions of COBRA, an employee may have the option of continuing his/her coverage through the plan for a period of time after termination. To continue on the plan, an employee would need to pay 100% of the monthly premiums plus a small administrative charge prior to each month. Refer to the COBRA section at the end of this section for further information on benefits continuation.

Section 125 Plan

A Section 125 Plan is a benefit plan that allows you to make a contribution toward premiums for qualified insurance benefits (e.g., medical insurance) on a pre-tax rather than an after-tax basis. This means your qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated. Eligible employees can enroll in the Section 125 plan subject to the terms and conditions of the Plan Document. A Summary Plan Description (SPD) is available to eligible employees.

For more information on the Section 125 Plan, please contact the Operations[HA13] Manager.

Holidays

DCS will grant holiday time off to Full-Time and salaried Part-Time employees, generally in accordance with school holidays provided to DCS students. This provision does not apply to the summer break.

Holiday pay will be calculated based on the employee's pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day up to a maximum of 8 hours.

To be eligible for holiday pay, employees must be active on the payroll and the holiday must fall on a regularly scheduled working day.

If a recognized holiday [LL14] [HA15] falls during an eligible employee's paid absence (such as vacation), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Recognized Holidays include:

- ✦ New Year's Day
- ✦ Martin Luther King Jr. Day
- ✦ President's Day

- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Paid Time Off (PTO)

DCS believes that high quality teaching is a key component in student success. Our mission is educational excellence for our students and this requires exceptional attendance by faculty and faculty. The school recognizes that from time to time employees may face personal situations that may interfere with their faculty or faculty responsibilities. The school's Paid Time Off (PTO) Policy is intended to support faculty and faculty while maintaining a focus on the school's mission to educate children. PTO requires approval and may be used for such needs as personal or family illness, doctor appointments, and other personal business of the employee's choice. More information can be found in the Paid Time Off policy (policy #3410[HA16]).

Guidelines for PTO Use

Full time ten and one-half month employees will be given 10 PTO days (80 hours) per fiscal year (July 1 – June 30). Full time twelve month employees will be given 39 PTO days (312 hours) per fiscal year. Each part-time salaried employee will start the beginning of the school year with the prorated amount based on their full-time equivalency and their status as either a twelve month or ten and one-half month employee. Part-time salaried employees will receive a prorated amount based on their full-time equivalency. Temporary employees, part-time hourly employees, contract employees, and interns will not be eligible for PTO. All employees are encouraged to schedule personal business and doctor's appointments outside of their regular work schedule.

PTO must be taken in increments of one half (1/2) hours. Requests for PTO are to be given to their respective supervisor at least three (3) days in advance, unless it is used for legitimate, unexpected illness or emergencies.

Employees may use PTO for personal or family illness, doctor appointments and personal business. Time that is not covered by the PTO policy, and for which separate guideline and policies exist, include school paid holidays, bereavement time off, and required jury duty.

PTO Exceptions

- Employees, who miss more than three consecutive unscheduled days, may be required to present a doctor's release to the School Director that permits them to return to work.
- Time off taken in excess of the PTO will be unpaid.
- Employee illnesses that are longer than seven (7) days may be eligible for short-term disability.
- Under the school's Family and Medical Leave Policy, PTO time must be used, if available, during the absence, however prior to taking Family and Medical Leave, employees may request, in writing, to freeze 3 days (24 hours) of PTO for later use.
- Unscheduled absences, due to illnesses of four hours or more resulting in consecutive days absent from work, are considered one absence incident in relationship to potential disciplinary action.
- Time off taken the day before or after a paid holiday is discouraged and may require a doctor's release. If a doctor's release is not produced, the employee will not be paid for the entire holiday.

Specific Eligibility for PTO

- PTO is given to employees at the beginning of each fiscal year. PTO is based on a 40 hour work week. The basis for PTO is 8 hours per day. PTO is prorated based on the number of regularly scheduled hours an employee typically works.
- PTO for full-time ten and one-half month employees will be 10 days (80 hours).
- PTO for full-time twelve month employees will be 39 days (312 hours). Full-time twelve month employees will not receive paid time off during school breaks.
- PTO for part-time salaried employees will be prorated based on their full-time equivalency and their status as either a twelve month or ten and one-half month employee. For example: A .5 FTE ten and one-half month, salaried employee will be given 5 days (40 hours) of PTO; a similarly situated .8 FTE will be given 8 days (64 hours) of PTO.

PTO Rollover

- Full-time ten and one-half month employees may carry up to 8 days (8 hour day) of unused PTO for each year of service to the next fiscal year, for a cumulative maximum of 20 carry over days. The maximum number of PTO days allowed in a full-time, ten and one-half months employee's PTO bank in any year will be 30. (8 days annual PTO allocation and up to 20 cumulative days carried over).
- Full-time twelve month employees may carry 7 days (8 hour day) of unused PTO to the next fiscal year, for a cumulative maximum of 49 carry over days. The maximum number of PTO days allowed in a full-time twelve month employee's PTO bank in any year will be 88. (39 days annual PTO allocation and up to 49 cumulative days carried over).
- Part-time employees will be permitted to carry over unused PTO based on the day limits described for full-time employees adjusted for the employee's part-time status.

PTO is not paid out to employees who are terminated or who leave employment.

Retirement Plans

DCS participates in the New York State Teachers' Retirement System. Participation is mandatory for full-time faculty and optional for part-time faculty. Faculty will receive detailed information about this plan from the Operations[HA17] Manager.

DCS has also established a 403(b) savings plan to provide full-time employees the potential for retirement savings. The 403(b) savings plan allows you to elect how much salary you want to contribute and direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs, up to the federal contribution limit.

Because your contribution to a 403(b) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. Complete details of the 403(b) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Operations Manager for more information about the 403(b) plan.

Short-Term Disability

DCS provides a short-term disability (STD) benefits plan to eligible employees who are unable to work because of a qualifying disability due to an injury or illness. Disabilities arising from pregnancy or pregnancy-related illness are treated the same as any other illness that prevents an employee from working. STD benefits are offset by any workers' compensation benefits so that combined benefits do not exceed the maximum level.

DCS will pay benefits to full-time staff equal to the full-time staff member's regular weekly pay as of the date of the accident/ injury/illness, beginning on the first calendar day of disability for staff members with at least one year of service, and for each week thereafter, equal to the staff member's years of service (less any benefit provided by NYS disability).

Eligible employees may participate in STD plan subject to all terms and conditions of the agreement between DCS and the insurance carrier.

Additionally, full-time faculty members will have an opportunity to purchase short term disability insurance for protection beyond these provisions. Such protection will be at their cost with payment made through payroll deduction.

If eligible employees have vacation time available, employees must use this time during STD. Vacation and holiday benefits will not accrue while the employee is receiving STD. These benefits will resume when employee resumes active employment.

Details of the STD benefits plan including benefit amounts, when they are payable, and limitations, restrictions, and other exclusions are described in the Summary Plan Description provided to eligible employees. Contact the Operations Manager for more information about STD benefits[DS18] [HA19] .

Paid Family Leave

DCS provides paid leave (up to a certain percentage of your weekly wages) to eligible employees pursuant to New York's Paid Family Leave Benefits Law.

To be eligible, employees must: (i) regularly work 20 or more hours per week and be employed for at least 26 consecutive workweeks preceding the first full day family leave is taken; or (ii) regularly work less than 20 hours per week and be employed for at least 175 days preceding the first full day leave is taken.

Eligible employees will be entitled to paid time away from work (i) to care for a family member with a serious health condition, (ii) to bond with a child after birth or placement for adoption or foster care within the first 12 months after the birth or placement, or (iii) because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

An employee must provide at least 30 days advance notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, the employee must provide notice as soon as practicable under the facts and circumstances and within the time prescribed by our usual and customary notice requirements. Failure to provide timely notice may result in leave being delayed or denied.

Eligible employees who wish to take paid leave must comply with applicable certification requirements any may be required to provide additional documentation (such as copies of military orders), as permitted by law.

To the extent permitted by law, employees may elect to charge all or part of their paid family leave time to unused vacation days and receive full pay. In such case, DCS will seek reimbursement from the carrier out of any family leave benefits due prior to the carrier's payment of such family leave benefit to you.

Paid family leave will run concurrently with leave taken pursuant to the Family and Medical Leave Act (except for leave taken due to the employee's own health condition).

Leave taken under this policy is job protected. Thus, DCS must generally restore an employee who returns from leave to the same or a comparable position. While on leave, employees will continue to receive existing health insurance coverage, if they continue to pay their share of health insurance premiums. You may lose coverage retroactively to the date an unpaid premium was due (upon proper notice from our carrier) if you fail to pay your portion of the premium in a timely fashion.

Paid family leave may only be taken in full day increments, unless otherwise provided by law.

Disability leave and paid family leave may not be used at the same time. You will not be entitled to paid family leave if your family leave combined with disability benefits previously received exceeds 26 weeks during the same 52 consecutive calendar weeks.

In accordance with state law, paid leave benefits are funded through payroll deductions at a prescribed amount from each eligible employee. Employees who are ineligible for paid family leave will be given the option of filing a waiver of benefits, exempting them from payroll deductions, as permitted by law.

Please contact the Operations Manager if you have any questions about this benefit or how to apply. Refer to the summary plan description for additional information about this benefit.

Life Insurance

Life insurance offers you and your family important financial protection. DCS provides a basic life insurance plan for eligible employees.

Full-Time employees are eligible to participate in the life insurance plan which provides \$50,000 in coverage. DCS provides this benefit at no cost to eligible employees. Coverage begins the first of the month following date of hire, provided life insurance application is completed and returned in a timely manner to the Business Office.

Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between DCS and the insurance carrier. All employees are eligible to purchase additional life insurance coverage at the employee's expense.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Operations Manager for more information about life insurance benefits.

Workers' Compensation Insurance

DCS provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides wage benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor and/or the Operations Manager immediately so that a Report and Accident Form can be completed, and the claim can be properly filed and managed. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. If you fail to properly report an accident and complications emerge at a later date, you may not be entitled to workers' compensation.

Neither DCS nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by DCS.

If an employee reports to work after being injured when not at work, Discovery can require that the employee seek medical approval before the employee is allowed to return to work[LL20] [HA21] .

Jury Duty

DCS supports all employees participation in the judicial system by serving jury duty if a jury summons is received. Employees may request jury duty leave for the absence.

DCS will pay your normal wage for the first three (3) days that jury duty is served. If an employee is required to serve jury beyond the above stated period, DCS will paid the difference between your normal earnings and the amount received for jury duty, for a maximum of two weeks.

Upon return to work, you must furnish the school with a Jury Duty Statement indicating fees paid by the court. You must also report to work on days when you are excused from jury duty

Employees should show the jury duty summons to their supervisors as soon as possible. This will help the school plan for possible absences from work. DCS expects employees to come to work whenever the court schedule permits.

Professional License Reimbursement

DCS agrees to pay the full renewal cost of professional and/or technical license or credentials which are required as a condition of employment. DCS will not reimburse employees for late fees or penalties due to untimely renewal. The employee should submit a completed reimbursement form with a valid receipt of payment attached, to the Operations Manager or Director in a timely manner.

[DS22] [HA23]

Expressing Breast Milk in the Workplace

DCS complies with New York Labor Law Section 206-c, which states:

An employer shall provide reasonable break time or permit an employee to use paid break time or meal time each day to allow an employee to express breast milk for her nursing child for up to three years following child birth. The employer shall make reasonable efforts to provide a room or other location, in close proximity to the work area, where an employee can express milk in privacy. No employer shall discriminate in any way against an employee who chooses to express breast milk in the workplace.

At the employee's request, DCS will provide reasonable unpaid break time or permit an employee to use paid break time or meal time each day to allow an employee to express breast milk for her nursing child for up to three years following child birth.

DCS will make reasonable efforts to provide a room or other location, in close proximity to the work area, where an employee can express milk in privacy. DCS will not discriminate against an employee who chooses to express breast milk in the workplace.

An employee wishing to avail herself of this benefit must give her supervisor or the Business Manager advance notice. Such notice shall preferably be provided to the school prior to the employee's return to work following the birth of the child in order to allow the school an opportunity to establish a location and schedule leave time amongst multiple employees if needed.

Bereavement Leave

A faculty member will be granted up to three (3) consecutive working days of paid leave due to a death in the immediate family. Immediate family shall include spouse, domestic partner, parents, children, brother, sister, grandparents, grandchildren, or in-laws.

The absence must be reported to the School Director on or before the first day of absence. You may be required to provide evidence of your need to take time off for bereavement.

Family and Medical Leave

A staff member may be granted up to 12 work weeks of unpaid, job-protected leave in a 12 month period for specific family and medical reasons as provided for in the Family and Medical Leave Act of 1993 and in the school's Family and Medical Leave Administrative Procedure (Policy #3400)

Blood Donation Leave

DCS will provide up to three (3) hours of unpaid leave time within any calendar year to donate blood in accordance with NYS law.

Required Notice: Employees requesting leave for off-premises donations must inform their supervisor at least three (3) working days prior to the day on which leave will be taken. In cases where the employee fills a position essential to the operation of the business, DCS may require up to a ten (10) working day notice prior to the day on which leave will be taken. DCS will provide a reasonable accommodation for a shorter notice period when employees experience an emergency and must donate blood for his or her own surgery, or for surgery of a family member.

Employees making an off-premises blood donation need to show proof of their blood donation in the form of a notice or some other document from the blood bank or center.

Bone Marrow Leave

Employees who work an average of twenty (20) hours or more per week are eligible to receive unpaid leave to donate bone marrow. The combined length of any such leaves shall not exceed twenty-four total hours, unless DCS agrees otherwise.

Before taking such leave, employees are required to provide written authorization by a physician verifying the purpose and length of the leave. Please provide such authorization to your supervisor

Voting Leave

DCS encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule.

If school is in session, an employee may be eligible for time away from work to vote. If employees are unable to vote in an election during their non-working hours, the DCS will grant up to 2 hours of paid time off to vote.

Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule[HA24].

Benefits Continuation Coverage (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the DCS health plan when a "qualifying event" occurs that would normally result in the loss of coverage. If you resign or your employment is terminated from DCS, or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in our medical and/or dental plans, you and your eligible dependents may have the right to continue to participate in these plans for up to 36 months, based on current New York State law, at your (or your dependents') expense.

If you or your eligible dependents elect to continue coverage through COBRA, you will be charged the applicable premium charged to DCS by our carriers, plus an additional two percent.

Continuation coverage will end, if any of the following events occur:

- Failure to make timely payments of all premiums;
- Entitlement to coverage under another group health plan, which does not exclude or limit coverage provided to you on account of a preexisting medical condition, unless the preexisting condition does not apply due to the Health Insurance Portability and Accountability Act; or
- DCS's termination of its group health plans.

If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse and dependent children may be entitled to extend their continuation coverage.

You will be contacted concerning these options at the time termination occurs or your work hours are reduced. DCS will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plans, you and/or your dependent is responsible for contacting Discovery's Business Office to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the Business Office within sixty days of qualifying for Social Security disability benefits.

Employee Relations

Conflict of Interest

Employees are required to disclose any actual or potential conflict of interest to their supervisor and seek guidance on how to handle the situation

Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, Discovery Charter School (DCS) expects employees to follow rules of conduct that will protect the interests and safety of all employees, non-employees and the school.

DCS expects that employees will treat others with respect, courtesy, and dignity, will demonstrate its values, and will conduct themselves in a professional and lawful manner at all times. DCS has established general guidelines to govern the conduct of its employees. DCS reserves the right to modify conduct standard or establish additional conduct standard as deemed appropriate. Grounds for disciplinary action, up to and including immediate termination, may include but are not limited to:

- Boisterous or disruptive activity in the workplace
- Excessive absenteeism or any absence without notice
- Falsification of reimbursable business related expenses
- Falsification of timekeeping records
- Insubordination or other disrespectful conduct
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
 - Possession, distribution, sale, transfer, or use of (or under the influence of) alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
 - Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
 - Sexual or other unlawful or unwelcome harassment
 - Smoking in prohibited areas
 - Theft, attempted theft, or misappropriation of school property or funds including destruction of property.

- Any act of violence or threat of violence.
- Creating or contributing to unsafe or unsanitary conditions.
- "Unauthorized absence from work areas during the workday
- Unauthorized disclosure of business "secrets" or confidential information
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unsatisfactory performance or conduct
- Violation of personnel policies
- Violation of safety or health rules
- Illegal or unethical conduct or misconduct, whether on or off the job.

This list is not exhaustive. DCS does not guarantee that one form of action will necessarily precede another. Employment with DCS is at the mutual consent of DCS and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

Progressive Discipline

DCS provides a structured process that supports employees in correcting deficiencies in performance, eliminating inappropriate behavior or misconduct, and preventing recurrence in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The school community's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with DCS is based on mutual consent and both the employee and DCS have the right to terminate employment at will, with or without cause or advance notice, DCS may use discipline at its discretion.

Disciplinary action may call for any of four measures -- counseling, written warning, suspension with or without pay or termination of employment -- depending on the severity of the problem and the number of

occurrences. These various disciplinary measures enable DCS to appropriately address employee problems as they arise.

Separation from Employment

Occasionally, personal affairs result in an individual's decision to resign or retire from employment. In such cases, you will be expected to give at least 30 days' notice in writing. Advance notice will allow time to secure a replacement and ensure a smooth transition for co-teachers, children and their families. On the last day of employment, all materials belonging to the school, including keys, identification cards, cells phone, etc. must be returned to the school, and all personal belongings must be removed from school premises.

You should notify the Business Manager if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

Benefits (medical and dental) end on the last day of the month in which your last day of employment falls, unless you elect continuation coverage under COBRA legislation.

An employee's final paycheck will be issued in the pay period following the employment termination date and will be direct deposited to the account on file with the Business Office, unless other arrangements are made by the employee with the Business Office.

Personnel Files

DCS maintains a personnel file for each faculty member. This file contains your application for employment, government forms and other materials pertinent to your employment. Your privacy as a DCS faculty member will be protected in the collection, maintenance and use of information. Every effort will be made to provide employees access to their personnel files within 24 business hours upon request. Personnel files may be viewed in the main office. Employees are not permitted to remove any documents contained in the personnel files.

Personnel Data Changes

It is the responsibility of each employee to promptly notify DCS of any changes in personnel data. Keeping this record correct and current is important to you because it allows us to reach family or friends in an emergency; to maintain your insurance and other benefits properly; to compute your payroll deductions accurately, etc. This information is kept in a confidential permanent file. The Operations Manager should be notified by you promptly, in writing, with changes of address and telephone number

- Marital status
- Legal name change
- Beneficiary or dependent revision
- Number of dependents for withholding
- Person to notify in case of emergency

[LL26]

[LL27]

Work Schedules

Faculty is expected to be in the building at least 15 minutes before the start of each school day. Faculty is also expected to be available for student and/or parent consultation as well as for other professional activities and responsibilities beyond the instructional day.

Faculty is expected to be in the building, or off site, as necessary in order to participate in faculty and professional development meetings. Faculty and professional development meetings are critical to the school's operation, and faculty members are expected to be full professional learning community participants when such meetings are scheduled.

Work schedules are subject to change to accommodate the needs of the school and our students.

Attendance and Punctuality

Punctuality and regular attendance are essential to the proper operation of any organization. They also help establish a good work reputation and add to an employee's opportunity for advancement. Excessive, unscheduled absences and/or tardiness may result in disciplinary action up to and including termination.

Employees are expected to report to work on time and be prepared to start work as scheduled. Faculty members are expected to be in the classroom, ready to begin work, before the students arrive.

Employees are also expected to remain at work for their entire work schedule. Late arrival, early departure, or other deviation from scheduled hours can be disruptive and must be avoided.

If illness or injury delays you or prevents you from reporting to work at your scheduled time, the call-in procedure described below must be followed:

Absences may occur due to illness or other causes beyond the faculty member's control. Faculty members need to be aware that every absence disrupts the educational process for children and impacts their colleagues.

Faculty who think they are going to be absent the next day, should be sure that your lesson plans and instructional materials are completed at least for that day. Each classroom teacher is also expected to prepare emergency substitute plans that will be available in the classroom in the event of an unexpected absence.

It is your responsibility to request in writing, time off for full or partial day planned absences, and to specify whether a substitute is needed. In all cases, requests should be submitted to the School Director or your supervisor no less than three (3) days in advance except in cases of emergency. In cases where requests are denied, failure to report to work on that day may result in loss of pay and disciplinary action. Faculty members are encouraged to plan personal travel and appointments for days school is closed, since DCS does not provide for personal days or vacation for faculty.

If you must be absent for more than three consecutive scheduled workdays, you may be required to obtain a back to work release from your physician.

Faculty members' primary responsibility is to ensure the continuous safety and supervision of students. In cases of emergency, when it is necessary to leave one's assigned duties, it is the faculty member's responsibility to arrange appropriate supervision of students. If a situation necessitates leaving the school, the faculty member should consult with their supervisor or the School Director.

Call in Procedure

Faculty who are ill and/or unable to report to work at your scheduled time must call, e-mail or text the School Director no later than 6:30 AM. All other faculty should call, e-mail or text their supervisor or the School Director or prior to the start of the work day if they are unable to report to work. You are required to report your absence prior each day of absence.

Timekeeping

Accurately recording time worked is the responsibility of every employee. Federal and state laws require DCS to keep an accurate record of time worked in order to calculate employee pay and benefits.

Hourly employees should accurately record the total numbers of hours worked each day. All salaried employees are required to sign in for each day worked. Altering, falsifying, tampering with timecards, or recording time on another employee's timecard may result in disciplinary action, up to and including termination of employment.

Excused absenteeism must be noted on the timecards for the applicable date(s). Doctors' notes may be requested for extended or frequent occurrences of absences.

Paydays

Employees are paid bi-weekly, typically on Fridays. Employees are encouraged to have their paycheck deposited directly into selected bank account(s). Employees must provide advance written authorization to DCS so that pay can be directly deposited into bank accounts. Each paycheck includes earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees' paychecks will be deposited on the last day of work before the regularly scheduled payday.

Pay Corrections

DCS takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Business Manager so that corrections can be made as quickly as possible.

Overtime

When work needs cannot be met during regular working hours, employees may be scheduled and required to work overtime hours as needed. When possible, DCS will try to give advance notice to the employee of a mandatory overtime assignment.

All overtime work must receive the supervisor's prior authorization.

Overtime is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Generally, hourly employees will be paid at a rate of time and one-half their regular hourly rate for hours worked over forty (40) in any single workweek. Overtime pay is based on actual hours worked. Time off on PTO, holiday leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

If you do not work scheduled overtime or if you work overtime without first getting your supervisor's approval, you may be subject to disciplinary action, up to and including termination of employment.

Employee Training & Development

DCS provides employees with opportunities for professional development.

Training and development programs consist of in-service training provided at the DCS as well as professional skills development opportunities outside of DCS, when appropriate.

Workplace Standards

Confidentiality

In the course of your work, you will have access to confidential information regarding students and their families. It is one of your primary responsibilities to be sure that you in no way reveal or divulge any such information and that you use it only in the performance of your duties.

Personal Appearance

In order to present a professional image and working atmosphere, faculty members are expected to dress[HA28] [HA29] in a clean and neat fashion appropriate for their job responsibilities. Faculty members will not wear sweat pants, flip-flops, tank tops, low cut tops, tops with spaghetti straps, clothing that shows midriffs or clothing that shows underwear of any kind while at work. Dress during fieldwork should also project a professional image but should be appropriate to the fieldwork destination. The School Director and supervisors are responsible for informing an employee if, in

the Director's or supervisor's discretion, that the employee's appearance is inappropriate. The employee may be asked by the Director/supervisor to modify his/her appearance, which may include sending the employee home to do so. Repeated disregard for this policy may result in disciplinary action up to and including termination of employment.

Use of Equipment, Supplies and Materials

Equipment, supplies and materials essential in accomplishing job duties are expensive and may be difficult to replace. When using school property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. No property may be removed from school or job premises without the proper authorization of management. Any lost, broken, or damaged property must be reported to your supervisor at once.

The improper, careless, negligent, destructive, unsafe, or unauthorized use of DCS and/or landlord property can result in disciplinary action, up to and including termination of employment.

When an employee leaves employment, the employee must return all DCS property and information that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a flash drive, supplies, equipment and work product. Violation of this policy is a serious offense and will result in appropriate action being taken.

Use of Phone and Mail Systems

In order to minimize classroom interruptions during instruction time, phone calls, texts and e-mails for business and personal matters should be kept to a minimum during the school day. Except in cases of emergency, calls will be forwarded to voice mail during the school day. Faculty members are expected to silence cell phones while teaching and during faculty meetings.

Employees will be provided on-site mailboxes located in the Main Office. It is the responsibility of employees to routinely check their mailboxes.

Employees who need to send school-related mail may deliver it to the Main Office for mailing. The use of DCS-paid postage for personal correspondence is not permitted.

Cell Phone Usage

DCS recognizes that certain job functions require that an employee be accessible when away from the office, in the field or during times outside scheduled work hours. For this reason, DCS will provide cell phones to certain employees. They are provided to assist employees in communicating with management, other faculty, as well as enable employees to conduct business outside the office through a wireless internet connection.

Cell phones may be assigned provided one of the following criteria is met. Simple convenience is not a criterion for cell phone assignment.

- The job function of the employee requires considerable time off of the school campus and it is important to DCS that they are accessible and able to communicate during those times.
- The job function of the employee requires them to be accessible outside of scheduled or normal working hours.

It is the responsibility of the School Director, with input from the employee's supervisor, to determine whether a cell phone is warranted. It is the responsibility of the employee to stay within the limits of the plan issued.

DCS-issued cell phones are intended to be used for DCS business and emergency use only. It is recognized, however, that in most cases it is impractical to limit the use of a DCS cell phone to 100% business use. For example, employees cannot always control incoming phone calls and the determination of whether a specific call is business-related or personal can be open to interpretation based upon specific facts and circumstances. Therefore personal use is not prohibited, but DCS expects employees to exercise prudent judgment in keeping personal use to a minimum.

The Operations[HA30] Manager is responsible for ordering devices, accessories and for renewing contracts. Audits of device use will be conducted to ensure compliance with the Cell Phone Usage Policy and to ensure that voice, text and data limits are not exceeded. Should plan limits be exceeded for non-business related reasons the employee maybe responsible to reimburse DCS for any additional charges incurred.

A DCS cell phone may be removed from the employee's possession at any time. Abuse of cell phone privileges may result in the loss of those privileges, reimbursement for additional charges incurred, and/or subject the employee to discipline up to and including termination of employment

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When receiving a DCS cell phone the employee is required to sign an Acknowledgement of Receipt and Acceptance.

Be aware of the dangers of using a cell phone while driving a vehicle. All cell phone users must adhere to applicable State and/or local laws restricting such use in a vehicle. **In New York State it is illegal to use a cell phone while driving.** Hands-free devices may be issued on an as needed basis.

Computer and Email Usage

DCS strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, DCS prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others. Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Further information can be found in the Computer and Internet Usage policy (Policy #3520)

Internet Usage

The equipment, services, and technology provided to access the Internet remain at all times the property of DCS. As such, DCS reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent or received through our online connections and stored in our computer systems. Employees should have no expectations of privacy when using the internet while working at DCS. DCS, in its discretion as owner and/or manager of these systems may monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the e-mail systems, for any reason and without the permission of any employee. Further information can be found in the Computer and Internet Usage policy (Policy #3520)

Business Travel Expenses

Faculty shall be reimbursed for travel and related expenses while on approved DCS business.

All out-of-town travel shall be approved by the School Director in advance. All faculty shall submit travel reimbursement forms by which they request reimbursement. Travel reimbursement forms shall document employee name, travel dates, destination, business purpose and detail business costs such as tolls, parking, mileage and meals. All receipts and substantive documentation must be attached to the travel reimbursement form.

Submitted travel reimbursement forms shall be reviewed by the Operations[HA31] Manager for (a) accuracy of computations, (b) completeness of required receipts, and (c) adherence to established guidelines. Inaccurate or incomplete information shall be discussed with the submitting faculty member, and any necessary additional information shall be requested by and provided to the Operations Manager prior to reimbursement. Faculty shall be compensated within 20 business days of submission of a complete and accurate reimbursement form to the Operations Manager.

Reimbursement requests submitted by the Operations Manager shall be reviewed and approved for payment by the School Director. Requests submitted by the School Director shall be reviewed and approved for payment by a member of the Board of Trustees. The Board of Trustees will provide fiscal oversight

Solicitation

DCS recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

In addition, the posting of written solicitations on school bulletin boards is prohibited. Bulletin boards are reserved for official school communications on such items as:

- Equal Employment Opportunity
- Employee announcements
- School announcements
- Workers' compensation insurance information
- State disability insurance / unemployment insurance information

Smoke & Tobacco-Free Workplace

In keeping with DCS's intent to provide a safe and healthful work environment, smoking while working is prohibited throughout the workplace. This prohibition includes the school building, school grounds, while on fieldwork with students and in any school vehicles.

Drug and Alcohol Use

DCS is committed providing its employees a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on DCS premises and while conducting business-related activities off DCS premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. If an employee must take prescribed drugs prior to his/her shift or while at work, which may in any way impede his/her ability to drive or otherwise perform his/her job duties, this may be brought to the attention of the appropriate DCS personnel.

Emergency Preparedness

Emergency conditions such as severe weather, can disrupt Agency operations and interfere with work schedules, as well as endanger employees' well-being.

In the event of severe weather or other emergency conditions, DCS will close if the Rochester City School District or Greece Central School district closes^[HA33] and/or if the city or county declares a state of emergency. WROC Channel 8 will carry the school's official closing status and provide notification if faculty members are expected to report to school. If the school is officially closed, faculty members will be paid their regular scheduled hours

[LL34]

Workplace Violence Prevention

DCS is committed to preventing workplace violence and to maintaining a safe work environment. Discovery has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of DCS without proper authorization.

Conduct that threatens, intimidates, or coerces another employee or non-employee at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of verbal threats or remarks, harassment, including harassment that is based on an individual's gender (including pregnancy), race, color, religion, national origin, age disability, military status, creed, sexual orientation, genetic predisposition or carrier status, marital status, domestic violence victim status, arrest record, or any other protected category under federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees and non-employees. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. Should you feel you are in peril, call 911.

DCS will promptly and thoroughly investigate all reported threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, DCS may suspend employees, either with or without pay, pending an investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

[LL35]

Whistleblower Policy

If any employee reasonably believes that some policy, practice or activity of the school is in violation of law, a written complaint must be filed by that employee with the School Director or the Chairman of the Board of Trustees. The school will not retaliate against an employee or employees who, in good faith, has made a protest or raised a complaint against some practice of the school, or of another individual or entity with whom the school has a business relationship, on the basis of a reasonable belief that the practice is in violation of law or a clear mandate of public policy.

The person receiving this type of information should make a written record of all such reports and perform or facilitate an investigation of all credible allegations. At all times the privacy and reputation of individuals involved will be respected.

[LL36] **Return of Property**

Employees are responsible for all DCS property, materials, or written information issued to them or in their possession or control.

Employees must return all DCS property immediately upon request or upon termination of employment.

[LL37]

[LL38] .

Social Media

DCS is committed its established criteria and safeguards regarding employee blogging and usage of social media, and to ensure that the technology is not used for inappropriate or illegal purposes. In order to ensure we maintain a values-oriented, positive, professional image, and to protect the safety and privacy of our students and staff, all employees must abide by the following expectations when using social media for work or personal purposes.

Social media can take many different forms, including internet forums, blogs & micro blogs, online profiles, wikis, podcasts, pictures and video, email, instant messaging, music-sharing, and voice over IP, to name just a few.

Examples of social media applications are LinkedIn, Facebook, MySpace, Wikipedia, YouTube, Twitter, Flickr, Yahoo groups, ZoomInfo, etc.

In the event you participate in personal social media, you must carefully read these guidelines and DCS's related policies, such as but not limited to: Equal Employment Opportunity, Non-Harassment and Retaliation, & Individuals With Disabilities. Ensure postings are consistent with these policies.

Inappropriate postings that may include discriminatory remarks, harassment that violates these policies, threats of violence, or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

- Use your best judgment. You are personally responsible for your posts.
- Express only your personal opinions. Never represent yourself as a spokesperson for DCS. If you publish a blog or post to a blog/social media site, and it has something to do with the work you do, or with subjects relating to DCS, you must make it clear that you are an employee and that the views expressed in the blog are solely your personal views and do not necessarily represent the views of DCS.
- Respect and abide by copyright, fair use and financial disclosure laws.
- Do not post anything that is false, misleading, obscene, profane, libelous, threatening, or abusive, or that might constitute bullying, discrimination or harassment on the basis of race, sex, disability, religion, or any other status protected by law or DCS policy. Make sure to respect others' privacy.
- Do not disclose confidential or proprietary school information. Respect existing confidentiality agreements. In addition, protecting the confidential information of DCS's employees, students, partners, your prior employers, and others (including our competitors) is also important. Do not mention the before mentioned in blogs or other social media without their permission. This may include using names or other distinguishing factors that may lead to determining identity. Do not harass or make obscene remarks related to DCS or its employees or students.
- Ask your supervisor/manager if you have any questions about what is appropriate to include in your blog and/or other internet communications.
- Identify yourself in any posting.
- Employees shall not post content, including text and pictures regarding DCS that can be reasonably deemed as inappropriate, offensive, or confidential in regard to DCS, its employees or clients.
- Personal social media activities must not interfere with your work or productivity at DCS. Do not use school resources to set-up your own blogging environment, even if you are blogging about matters related to DCS. School resources, including servers, may be used solely in connection with blogging environments formally authorized by DCS.

Approved by the Board of Trustees

January 18, 2011

Revised by the Board of Trustees

April 12, 2012

September 18, 2014

October 16, 2014

Reviewed by the Board of Trustees June 18, 2018

[LL1]This means that employment with DCS is not fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice.

[LL2]DCS provides equal employment opportunities (EEO) to all employees and applicants without regard to race, color, creed, religion, gender, sexual orientation , gender identity or expression, national origin, citizenship, age disability, predisposing genetics characteristics, martial status, familial status, domestic violence victim status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. DCS complies with applicable state and local laws governing non-discrimination in employment.

[LL3]Hiring, placement, leave of absence

[HA4]Business Manager changed to Operations Manager

[HA5]Business Manager changed to Operations Manager

[HA6]Changed from less than 40 to less than 32 per FT/PTguidelines

[HA7]Added the Intern/Volunteer classification

[HA8]Business Manager changed to Operations Manager

[DS9]Have any benefit programs changed during the year? We would have no way of knowing whether this accurately reflects the current state of benefits without that information. Administration needs to review for accuracy.

[HA10]Changed Business Manager Title to Operations Manager. Administration has reviewed and agreed that Vision Insurance and PFL need to be added to employee benefit section

[HA11]Added Vision Insurance and Paid Family Leave to benefit programs

[HA12]Business Manager changed to Operations Manager

[HA13]Changed Business Manager to Operations Manager

[LL14]List of recognized holidays?

[HA15]Added Discovery's 10 recognized Holidays to the list

[HA16]Remove yellow highlighted text- added exact verbiage from Policy 3410 outlining PTO guidelines- new text recommended written in Red

[HA17]Business Manager changed to Operations Manager

[DS18]Paid Family Leave provisions need to be added.

[HA19]Paid Family Leave Section Added to match information found in 2018 Employee Handbook

[LL20]What happens if the employee does not return to work?

[HA21]Can we add an “employee may be required to go out on NYS Disability if injury requires they miss more than one week of work”

[DS22]If this is the policy, highlighting should be removed.

[HA23]Highlighting has been removed

[HA24]Added voting Leave 12/15/20

[HA25]Business Manager changed to Operations Manager

[LL26]Moved to workplace standards

[LL27]Moved to workplace standards

[HA28]Policy on personal appearance edited to include changes made by Sarah Etsler, via HR committee review

[HA29]Jeans was removed from list of what not to wear as School Director permits this on a designated day for Staff

[HA30]Business Manager changed to Operations Manager

[HA31]Business manager changed to Operations Manager

[LL32]Moved to employee relations

[HA33]Added Greece Central School district to condition of when DCS would close, as that reflects current procedure

[LL34]Moved to employment practices

[LL35]Moved to Benefits

[LL36]Moved to employee relations

[LL37] Moved to employee relations

[LL38] Moved to Benefits



November 8, 2021

Dear Commissioners and State Monitor,

As Trustees of Discovery Charter School, we are writing to ask that you reject the recommendation to eliminate transportation for students enrolled in charter schools located outside the district.

Currently, 167 families in the Rochester City School District have chosen to enroll 225 K-6 students in Discovery Charter School (DCS), representing more than 80% of our total enrollment of 280 students. As established in our charter, our families must demonstrate economic need; we provide a rigorous curriculum in a nurturing environment, wrap-around services for students and families, and assessment-guided instruction. Our regular surveys demonstrate that family satisfaction is consistently very high, and there has been a post-lottery list of 500-600 students waiting for admission to the school.

It was the intention of the founders of Discovery Charter School to serve elementary students primarily in the City of Rochester. Because it was not possible to locate suitable space within the city, the school was established, with NYSED approval, in Irondequoit; in 2013, DCS moved to its current location in Greece. Our charter specifies that we will work collaboratively with the Rochester City and Greece school districts, and we are proud of our collegial relationship with those districts, especially in supporting students with disabilities and arranging for transportation for our students.

We and DCS school leadership remain, as ever, committed to working with RCSD to ensure that shared services such as transportation are provided in a way that is effective and efficient for RCSD, for DCS and for families.

The families who enter the DCS lottery for admission have made a considered choice for their children. To eliminate transportation to and from DCS will disrupt the lives of these children and families, the majority of whom are low-income people of color, and derail the educational path that they have chosen.

Thank you for your attention and consideration.

Yours,

Sara Varhus, Chair of the Board of Trustees

Lisa Lewis, Vice Chair of the Board of Trustees

Amy Slakes, Secretary of the Board of Trustees

Christian Wilkens

Robert Stiles

Tamika Jackson

Daan Braveman

Ebony Stubbs, Parent Representative

Sareer Fazili

Real Skills for the Real World

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