MEMORANDUM:

DATE: 6/18/2020

TO: BOARD OF TRUSTEES
Niagara Charter School

RE: Material in the Board Packet

PLEASE NOTE: ALL DOCUMENTS ARE CONFIDENTIAL AND ARE INTENDED FOR THE RECIPIENT ONLY. UNAUTHORIZED USE IS ALSO PROHIBITED.

PLEASE CONFIRM WITH MR. MUFOLETTO OR MRS. KEICHER AFFIRMATIVELY THAT YOU WILL OR WILL NOT BE IN ATTENDANCE AT THE MEETING.

In preparation for the upcoming meeting scheduled for Tuesday, June 23, 2020 via video conference, I have enclosed the following:

Media Announcement for Regular and Annual meeting 6/23/20
Agenda for 6/23/2020 Regular meeting
Agenda for 6/23/2020 Annual Meeting
Draft Minutes 5/26/2019 Regular meeting
EL Education Cooperation Agreement
May 2020 Dashboard
Data Security Policy Amendment
Coronavirus (COVID-19) Health and Safety Policy
Request for Minor Change to Charter-Optional Summer School
MEDIA ANNOUNCEMENT       June 18, 2020

NIAGARA CHARTER SCHOOL
BOARD OF TRUSTEES
OPEN MEETING ANNOUNCEMENT

The Annual and Regular Meeting of the Niagara Charter School Board of Trustees will be held on:

Tuesday, June 23, 2020
5:00 PM

Pursuant to Governor Cuomo’s Executive Order 202.1 issued on March 12, 2020, the Niagara Charter School Board of Trustees’ meeting scheduled for May 26, 2020 will be held electronically via video conference. Members of the public may view the meeting via https://us02web.zoom.us/j/88670255645

Agenda: Standard and Annual
For additional information contact: (716) 297-4520
Niagara Charter School Board of Trustees’ Meeting

Date: Tuesday, June 23, 2020
Time: 5:00 PM
Location: Video Conference

AGENDA:

Please make sure all cell phones are turned off and all background noise is eliminated.

Call to order

Proof of Public Notice
Agenda Approval:
Approval of Minutes: 5/26/2020 Regular Minutes

CAO Report: Darci Novak

PRIDE Spotlight
Employee of the Month
General Updates
Dashboard Review

Committees:

Academic Committee: Mary Scheeler

Governance: Lynn Kasper
Update Small Business Community Outreach
Data Security Policy Amendment
Coronavirus (COVID-19) Health and Safety Policy

Finance Committee: Ricky Scott

Unfinished Business:

New Business:
Request for Minor Change to Charter: Optional Summer School

Adjournment:
Niagara Charter School Board of Trustees’ Annual Meeting

Date: Tuesday, June 23, 2020
Time: 5:30 PM
Location: Video Conference

AGENDA:

Please make sure all cell phones are turned off.

Call to order

Proof of Public Notice

Agenda Approval

Annual Review of School Year: Darci Novak, CAO

Board Elections:

Three (2) At-Large Trustee seats- Three-year terms
Two (2) Parent Trustee seats- One-year terms

Other/New Business:
Election of Officers
Appointment of Committee Chairs

Adjournment
Niagara Charter School
Minutes of Board of Trustees Meeting
May 26, 2020 at 5:00 PM
Video Conference

Trustees in Attendance via Zoom: James Muffoletto; Amy DiMaggio; Ricky Scott; Judy DiCamillo
Staff in Attendance via Zoom: Darci Novak, CAO; Jill Keicher, AAO; Lynn Kasper; Aimee Gonzalez; Timothy Hyland; Andrea Hopkins; Kelsey House; Theresa Boniface; Kayla DiPronio
Others in Attendance via Zoom: Jonathan Schechter
Excused Absence: Lauren Howe Nalls; Mary Scheeler
Unexcused Absence:

The meeting was called to order at 5:02 PM with Mr. Muffoletto presiding.

Public Notice was confirmed.

The agenda was approved as amended on a motion by Mr. Scott, seconded by Mrs. DiCamillo. The motion was passed with all in favor and no abstentions.

The minutes for the regular meeting of April 30, 2020 were approved as corrected on a motion by Mr. Scott, seconded by Ms. DiMaggio. The motion was passed with all in favor and no abstentions.

CAO Report, Darci Novak

PRIDE Spotlight
The April Habit of Scholarship is Integrity: I am honest with myself and others.

Employee of the Month
Linnea DuFour, Special Education Teacher, was named Employee of the Month for April. Linnea was nominated by Lynn Kasper.

Professional Development
• Cindy Rice from EL Education held one virtual meeting for new staff on EL Education practices
• Megan Ackerman attended a virtual workshop “Practical Strategies for Improving the Behavior of Attention-Seeking, Manipulative and Challenging Students” through Bureau of Education and Research
• Alana Cecala attended a virtual workshop “Effectively Dealing with Disruptive Students: Practical, Classroom-Proven Techniques” through Bureau of Education and Research
• Theresa Boniface attended a virtual workshop “Reading and Writing Remotely” through Erie 1 BOCES
• Kim Abrams attended “Physical Education Online Chat” through Erie 1 BOCES

General Updates
• Kindergarten graduation will take place on June 17\textsuperscript{th} and 6\textsuperscript{th} grade graduation will take place on June 18\textsuperscript{th} at NCS from 11:00-1:00. Graduations will be drive through celebrations. All safety guidelines and social distancing guidelines will be adhered to.
• NCS is planning to offer summer school programming due to the COVID-19 pandemic. The leadership team is beginning to plan specifics around the program.
• New York State Re-entry Plans will be due in June and NCS is waiting for guidance on the plan. SED/CSO is encouraging charter schools to be creative and have multiple scenarios. Ms. Novak will be reaching out to Niagara Coach Lines to schedule a conference call regarding transportation plans for re-entry.
• The School has received positive feedback from families regarding the Chromebooks.
• A review of the dashboard took place.
• Ms. Novak presented a revised 2020-2021 calendar, which includes 190 instructional days. A motion to approve the revised 2020-2021 calendar was made by Mr. Scott, seconded by Ms. DiMaggio, with all in favor and no abstentions.
• A discussion of the draft charter renewal application took place. Mr. Muffoletto would like trustees to direct comments and questions to Ms. Novak by June 9\textsuperscript{th}. A final report will be in the board packet for the June 16\textsuperscript{th} meeting.

Academic Committee
Mrs. Mary Scheeler, Academic Committee Chair
• No update from the Academic Committee

Governance:
Mrs. Lynn Kasper, Governance Committee Chair
• Ms. Novak reported that the majority of NCS students and families live in the 14301 and 14305 zip codes.
• Mrs. Kasper contacted the Niagara Small Business Developmental Center. They will provide NCS with a listing of 100 businesses located in the 14301 and 14305 zip codes.
• Mr. Muffoletto reported that trustee elections will take place next month. Mrs. Scheeler, Mr. Scott and Mrs. DiCamillo have all agreed to continue to serve. There names will be included in the ballot for the June meeting. Mrs. Howe-Nalls is willing to continue to serve as a parent trustee.

Finance Committee:
Mr. Ricky Scott, Finance Committee Chair:
• Mr. Scott reported that NCS applied for the Payroll Protection Plan portion of the CARES Act, and received $530,087. This is a term loan, but can become forgivable if utilized under the terms of the loan agreement.
• Mr. Muffoletto thanked Mr. Hyland for his help with the application.
• An amended 2019-2020 budget will be presented at the June board meeting.
Unfinished Business:
   - There is no unfinished business.

New Business:
   - There is no new business.

A motion to adjourn at 5:56 PM was made by Ms. DiMaggio, seconded by Mr. Scott. The motion was passed with all in favor and no abstentions.

Mary J. Scheeler, Secretary
COOPERATION AGREEMENT

This Cooperation Agreement covers the period from Sep 1, 2020 through Aug 31, 2021 for the partnership between Niagara Charter School and EL Education, Inc. During this period, EL Education will provide a package of services to faculty and school leaders to foster the full implementation of the EL Education school reform design. Changes to this Cooperation Agreement require an Addendum that must be written by the EL Education Field Director and signed by both parties. (The protocol for requesting an Addendum can be found below in the Cost and Payment section of this agreement.)

SCHOOL AND DISTRICT INFORMATION:
Name of School: Niagara Charter School
Street or P.O. Box: 2077 Lockport Road
City, State, Zip: Niagara Falls, NY, 14304
School Phone: (716) 297-4520
School Fax: (716) 297-4617
School Website: www.niagaracharter.org

School District Name: Niagara School District
District Phone: 7162864205
District Website: www.nfschools.net
District Fax: 7162864283
Superintendent:

Principal and/or Director: Darci Novak
Principal’s Phone: 716-297-4520  x7202
Principal’s Email: darcinovak@niagaracharter.org

Billing Contact Person: Darci Novak
Billing Phone: 716-297-4520  x7202
Billing Address: 2077 Lockport Rd, Niagara Falls, NY
Billing Email: darcinovak@niagaracharter.org
SUMMARY OF SERVICES AND COSTS:

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<tr>
<td>2</td>
<td>3-Day Institute Participant Slot</td>
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<tr>
<td>4</td>
<td>Virtual Summit Slot</td>
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<td>$1,800</td>
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</table>

Total Cost: $36,400

COST AND PAYMENT

Niagara Charter School agrees to pay to EL Education the amount indicated in each invoice by the due date reflected on that invoice. If Niagara Charter School fails to pay an invoice on time, late charges equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable under applicable law but at no time less than $15.00 shall also become payable by Niagara Charter School to EL Education. In addition, failure to fully pay any fees and taxes within thirty (30) days after the applicable due date will be deemed a material breach of this Cooperation Agreement, and EL Education may, in addition to any other remedy it may have, suspend its performance of the Services and/or terminate this Cooperation Agreement. Any suspension or termination of Services does not relieve Niagara Charter School of obligations to pay past due fees plus late charges.

If Niagara Charter School requires a change in purchased services, the school leader (or his/her designee) will contact the appropriate regional director with specific changes being requested. If these requests are consistent with the terms of this Cooperation Agreement, an addendum will be drafted and sent to the Cooperation Agreement signatory. Niagara Charter School will return the signed addendum to EL Education within two (2) weeks of receipt.

Niagara Charter School agrees to schedule with the School Designer the contracted direct service days at least thirty (30) days in advance of the requested date. Any needed cancellations should be communicated to the School Designer as soon as possible and no later than fourteen (14) days prior to the scheduled service. Cancellations made within fourteen (14) days of the identified delivery date may not be rescheduled and may be charged as a delivered direct service day. It is the school's responsibility to schedule direct service days with their School Designer. EL Education staff will make all reasonable efforts to coordinate direct service days; however, in the
event that the school fails to schedule all direct service days, the school is responsible for full payment of contracted services unless a contract addendum is agreed to by both parties.

**Payment Plan and Schedule**

EL Education encourages the use of Purchase Orders when possible. For schools/districts that can issue an official Purchase Order, the Purchase Order should be issued within thirty (30) days of executing this agreement.

<table>
<thead>
<tr>
<th>Amount</th>
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<td>$18,200</td>
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RESERVATION OF INTELLECTUAL PROPERTY:
In connection with the Cooperation Agreement between EL Education and Niagara Charter School, EL Education, its agents, employees, or representatives may disclose practices and materials that are the intellectual property of EL Education, including but not limited to: National Institute Facilitator Agendas; National Institute Participant Notebooks; EL Education Library Resources—EL Education Branded; EL Education Library Resources—School Branded; Customized School-Based Professional Development Agendas; Materials for School-Based Professional Development Agendas; Site Seminar Content; School Leader Residencies; and Demonstration Events by Network Schools (hereinafter, collectively, the “Content”). The Content is being disclosed for the purpose of implementing the package of services to faculty and school leaders to foster the full implementation of the EL Education school reform design.

The Content may be disclosed to Niagara Charter School in hard copy format, electronic format, downloadable media format, and/or may be available for viewing and/or downloading via various EL Education web portals. No license or other rights of any kind are granted or conveyed by the act of transmitting or making available proprietary or copyrighted Content to Niagara Charter School under this Cooperation Agreement, except for the limited license to use the Content for the purposes expressly provided to Niagara Charter School in the Cooperation Agreement. Niagara Charter School may seek permission from EL Education to use the Content for activities such as conference presentations, dissemination activities, or non-EL Education demonstration site visits. Any use of the Content in contravention of the Cooperation Agreement is a violation of the Cooperation Agreement and U.S. Copyright law.

The entire right, title, and interest in the intellectual property rights and the Content made available to Niagara Charter School through the Cooperation Agreement with EL Education, including all copyright, patent, trademark, trade secret, or other legal rights shall remain the exclusive property of EL Education. Niagara Charter School, its employees, agents, and representatives are permitted to use the Content during the pendency of the Cooperation Agreement, but shall be prohibited from sharing, distributing, or disseminating the Content to institutions or individuals outside of Niagara Charter School.

Niagara Charter School shall retain the right to utilize the Content for a period of two (2) years after the expiration or termination of the Cooperation Agreement. During that two (2) year period, Niagara Charter School, its employees, agents, and representatives shall be prohibited from sharing, distributing, or disseminating the Content to institutions or individuals outside of Niagara Charter School. Upon expiration of the two (2) year period following the expiration or termination of the Cooperation Agreement, Niagara Charter School shall return and/or destroy all Content, whether in hard copy or electronic media, and shall confirm the destruction of all content in the possession of Niagara Charter School, and its current or former employees, agents, and representatives, or enter into a new agreement with EL Education for the Content’s use.

Any materials created by Niagara Charter School, its employees, agents, or representatives for use in connection with the EL Education school reform design during the pendency of the Cooperation Agreement shall be the intellectual property of Niagara Charter School, its employees, agents, or
representatives to the extent that such materials are derivative of the Content and do not explicitly contain or repurpose the Content. Niagara Charter School, its employees, agents, and representatives may utilize any such derivative content during the term of the Cooperation Agreement and may continue to use such derivative content after the expiration or termination of the Cooperation Agreement.

Upon expiration or termination of the Cooperation Agreement, Niagara Charter School will remove all references to EL Education (e.g. logos, links, descriptions, etc.) in its communications and marketing materials (e.g. school website, social media, signage, and print materials such as brochures) within thirty (30) days of the expiration or termination of the Agreement. Any exceptions to this policy must be approved by EL Education within the thirty (30) day period.

Any materials created by Niagara Charter School, its employees, agents, or representatives for use in connection with the EL Education school reform design during the pendency of the Cooperation Agreement and subsequently uploaded to the EL Education Library web portal shall be licensed to EL Education perpetually. Niagara Charter School, its employees, agents, or representatives acknowledge that EL Education shall be permitted to incorporate any uploaded materials into EL Education’s existing Content, share and distribute uploaded materials with other clients, and otherwise use any such uploaded materials for any business purpose.

Niagara Charter School may, at its discretion, submit student work to the Models of Excellence web portal. Niagara Charter School acknowledges that the student work shall be perpetually licensed to EL Education and that EL Education shall be permitted to incorporate any uploaded student work into EL Education’s existing Content, share and distribute uploaded student work with other clients, and otherwise use such uploaded student work for any business purpose.

Other terms and conditions may apply to the use of specific portions or features of EL Education’s Resource Library web portal, Models of Excellence web portal, or such other service or site offered by EL Education, all of which terms are made a part of this Agreement by this reference. Niagara Charter School hereby agrees to abide by such other terms and conditions. If there is a conflict between the terms in this Agreement and the terms posted for or applicable to the use of any web portal maintained by EL Education, the terms set forth herein are controlling.

Any violation of the provisions in this section may be the basis for termination of the Cooperation Agreement by EL Education. Niagara Charter School acknowledges that the Content is valuable to EL Education and that EL Education may not have an adequate remedy at law for a breach of the Cooperation Agreement related to the Content. Niagara Charter School acknowledges that EL Education reserves the right to pursue any necessary remedies, at law or in equity, including but not limited to injunctive relief, consequential damages, liquidated damages, and attorney’s fees.

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NOTICES:
All notices, reports, requests, or other communications given pursuant to this Cooperation Agreement shall be made in writing, shall be delivered by hand delivery, overnight courier service, fax, or electronic mail, shall be deemed to have been duly given when delivered to the respective party at the notice and contact addresses listed above.

DATA SHARING:
EL Education tracks the annual academic progress and demographics of our partner schools. These data are used to create reports for internal and external stakeholders, to support continuous improvement and to build an evidence-based case for the EL Education model of school reform. In addition, this information allows School Designers and School Leaders to track progress towards Credentialing requirements, set yearly goals and identify evidence on Work Plans. The terms of the data sharing requirements applicable to this Cooperation Agreement are set out in the Data Sharing Agreement annexed hereto as Appendix B, signed by both parties, and incorporated by reference herein and made a part of this agreement.

PHOTO RELEASE
EL Education staff periodically take and/or use photographs, audio and/or video recordings of teachers and students for purposes of documenting school practice and/or publicizing the EL Education program. Niagara Charter School agrees to secure necessary permissions from parents/guardians and teachers for their images and work to be featured in these photographs or recordings and to identify students and staff who should not be photographed.

Niagara Charter School gives consent and permission for EL Education to use school-created audio or video recordings and photographic images, and/or to create and take and to publicly display and publish, photographic images and audio and/or video recordings of teachers and students at Niagara Charter School. Niagara Charter School disclaims any right to review or approve any materials prepared, displayed or published by or on behalf of EL Education that may include any audio or visual media, including photographs or recordings, made by Niagara Charter School staff.

ORDER OF PRIORITY:
Should EL Education and Niagara Charter School and/or Niagara Charter School sign another Agreement in addition to this Cooperation Agreement, the service payment terms, indemnification and intellectual property reservations set forth in this Cooperation Agreement shall govern in the event of a conflict.

DEFAULT AND CURE:
In the event that either party hereto defaults in the performance of any of its material duties or obligations under this Cooperation Agreement, including failure to make any payments due under this Cooperation Agreement, and such default is not cured within thirty (30) days after written notice is given to the defaulting party specifying the default, then the party not in default may terminate this Cooperation Agreement after giving written notice thereof to the defaulting party.
INDEMNIFICATION CLAUSE:
Each party assumes the responsibility for the negligence of its own respective employees, appointees or agents, while acting in the scope of their employment, and each party will defend its own respective employees, appointees or agents in the event of any claim for damages or lawsuits for any remedy.

ATTORNEY FEES:
The parties agree that if any suit or action at law, in equity, or through arbitration is filed to enforce any of the terms of this Cooperation Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees, costs and disbursements in addition to any other relief to which that party may be entitled.

CHOICE OF LAW AND FORUM:
The laws of the United States and the State of New York will govern this Cooperation Agreement. Any action relating to this Cooperation Agreement must be brought in the Federal or State Courts located in New York, its district ____Niagara School District___ (if applicable) consent to the jurisdiction of such courts.

SEVERABILITY:
If any provision of this Cooperation Agreement is deemed illegal, invalid, void or otherwise unenforceable in whole or in part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the provision and the Cooperation Agreement shall remain in full force and effect. With respect to a particular application, if any provision of this Cooperation Agreement is deemed to be invalid, void or unenforceable, such term or provision shall retain full force and effect in respect to all other applications.

SURVIVAL:
All provisions of this Cooperation Agreement relating to Niagara Charter School and Niagara Charter School intellectual property rights, Niagara Charter School and Niagara School District indemnification obligations and payment obligations shall survive the termination or expiration of this Cooperation Agreement.

NO WAIVER:
EL Education's failure to enforce the strict performance of any provision of this agreement will not constitute a waiver of EL Education's right to subsequently enforce such provision or any other provisions under this Cooperation Agreement.

DIVERSE WORKFORCE CLAUSE:
Niagara Charter School expressly acknowledges and agrees that EL Education is an equal opportunity employer and promotes a diverse workforce, and that any policies, remarks, gestures, or
behaviors by Niagara Charter School in connection with this Agreement that are discriminatory toward or offensive to individuals on the basis of sex, race, color, national origin or citizenship status, age, religion, sexual orientation, marital status, pregnancy and parental status, HIV status, gender identity and expression, status with regard to public assistance, status as a veteran, or physical or mental disability will be cause for EL Education to immediately terminate this Agreement or the subject Schedule.

**APPROVALS:**
EL Education and Niagara Charter School and/or Niagara Charter School agree to the above costs, intellectual property reservations, indemnifications and scope of services from Sep 1, 2020 through Aug 31, 2021. Each Signatory certifies that it has the authority to sign and enter into this Cooperation Agreement on behalf of the party it represents and agrees to be bound by the terms of this Cooperation Agreement. This Cooperation Agreement must be signed and returned to the EL Education Field Director prior to Sep 1, 2020. If this agreement is not received by that date, EL Education reserves the right to withhold the services outlined here until this agreement has been executed.

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**Christina Lesh**  
EL Education Representative

**Regional Director, NY-NJ**  
Title

6/8/2020  
Date

---

**Authorized School/District Signatory**

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**Title**

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**Date**
APPENDIX A – DESCRIPTION OF SERVICES

SCHOOL-BASED PROFESSIONAL DEVELOPMENT SERVICES

DIRECT SERVICE DAYS
Direct service Days include professional development and technical assistance provided by EL Education staff that is focused on the goals and outcomes articulated in the work plan. Direct service days may also include days during which EL Education staff accompany a group of teachers from the school to an EL Education professional development event to provide further intensive work. The costs associated with direct school services also cover:

- Time the school designer uses to plan the direct service work and create materials for the school.
- Time the school designer uses to work with teachers electronically or by phone, such as providing feedback on expedition plans, writing reports for the school, planning future professional development with the principal and/or instructional guide, and ongoing consulting or planning time for the school with the Field Director or School Designers.
- All EL Education staff travel costs to and from the school.

Please note: All Direct School Service days must be used before August 31, 2021. No days can be carried into the next EL Education fiscal year that begins on September 1, 2021 and ends on August 31, 2022.

OFF-SITE PROFESSIONAL DEVELOPMENT INSTITUTES
REGISTRATION TERMS

Institute Registration
For institutes occurring between September 1, 2020 and August 31, 2021, schools with signed contracts and no outstanding balances from the 2019-2020 school year will be able to register for institutes beginning on Monday, August 12, 2020.

National Conference Registration
Registration for the EL National Conference will begin on Monday, August 12, 2020. National Conference registration will close on October 5 or until the conference fills, whichever comes first.

Registration Confirmation
Confirmations are e-mailed within 48 hours after processing your registration. If you do not receive a confirmation, please contact Nicole Graziano, Client Services Manager at ngraziano@eleducation.org.

Please do not book nonrefundable airline tickets without confirmation that your registration has been received and processed.
Cancellation Policy
If you are unable to attend an event for which you have registered, please notify Nicole Graziano nigraziano@eleducation.org in writing at LEAST fourteen (14) calendar days before the event or the school will be charged use of a slot. Applicable slot will be deducted if cancellation occurs in fewer than fourteen (14) calendar days before an institute, because EL Education will not be able to fill the spot.

All institute slots must be used before August 31, 2021. No slots can be carried over into the next EL Education fiscal year, which begins on September 1, 2021. In the event that the school designee desires to substitute one purchased slot for another equally priced slot, s/he can do so with written permission of the EL Education Regional Director as long as the change occurs at least fourteen (14) calendar days prior to the purchased institute start date. Substitutions are NOT permitted if the purchased institute has already occurred or is within fourteen (14) days of occurring.

Schools may also register for EL Education events outside of contract and be invoiced later. The fourteen-day cancellation policy would still apply.

EL Education reserves the right to cancel programs because of low registration. Minimum enrollment to avoid cancellation is fifteen (15). In the event of cancellation, EL Education will notify participants at least ten (10) days in advance of the event. EL Education is not responsible for cancellation charges related to travel and lodging.

Special Services
Please notify Nicole Graziano (nigraziano@eleducation.org) at the time you register if you need a sign language interpreter or other special assistance. EL Education must be notified in writing at least thirty (30) days in advance of the event.

Full Participation
The school designee must take responsibility for travel arrangements to ensure that participants arrive on time and stay for the entire event.

5-DAY NATIONAL INSTITUTES – EL EDUCATION CLASSROOMS IN PRACTICE
The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. EL Education will provide a breakfast buffet, coffee and/or tea service and lunch. All participants must stay near the institute location unless they live within one hour of the event.

3-DAY INSTITUTES and LEADERSHIP COHORT PARTICIPATION
The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. EL Education will provide a coffee and/or tea service and lunch. All participants must stay near the institute location unless they live within one hour of the event.

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PROFESSIONAL LEARNING COMMUNITIES FOR LEADERS (Leading for Deeper Instruction PLC and Leading for School-wide Improvement PLC)

The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. EL Education will provide coffee/tea and lunch. All participants must stay near the institute location unless they live within one hour of the event. Note that this offering involves multiple, cumulative sessions held across the school year. Travel will require three separate round trips.

LEADERSHIP INDUCTION INSTITUTE

The school must pay for and arrange all travel, lodging, and dinner expenses for their attendees. EL Education will provide coffee/tea and lunch. All participants must stay near the institute location unless they live within one hour of the event.

NATIONAL CONFERENCE

Schools must pay for and arrange all travel, lodging, and food costs. Additional slots to the National Conference can be added and paid for separately at the time of National Conference registration.

NATIONAL CONFERENCE PRE-CONFERENCE DAY

An optional pre-conference day set of offerings will be available for an additional fee of $275.00 per Person — descriptions will be provided with the online registration materials. Pre-conference days can also be added and paid for separately at the time of National Conference registration.

SITE SEMINARS

An opportunity for schools to visit a highly implementing EL Education school for two (2) or three (3) days. Schools pay all travel, lodging, and most food costs for their attendees.

EL EDUCATION NETWORK MEMBERSHIP

In addition to the services outlined above, the following membership benefits are in effect for the period of time covered by this Cooperation Agreement:

- Discounts for off-site professional development slots.
- EL Education Core Practices and other training documents for each staff member.
- Member access to the resources in EL Resource Library online platform.
- Ability to post jobs on the EL Education website. Contact Matea Samardzic at msamardzic@eleducation.org to inquire about posting a job.
- EL Education resource materials in support of the on-site work for each staff member.
- Individual consultation from the Regional Director for implementation concerns including travel to schools, budget preparation, and support of the Cooperation Agreement review process.
- Member access to the Fund for Teachers scholarship application pool.
APPENDIX A REVIEW COMPLETED:
Initialed: EL Education Representative
Initialed: School Signatory
Initialed: District Signatory (optional)
APPENDIX B - DATA SHARING AGREEMENT

INTRODUCTION
EL Education is fiercely focused on equity for all children. All children deserve schools that foster their unique abilities, give them real opportunity to achieve high academic standards, and help them take their full place in a society for which they are well prepared when they leave school. EL Education believes data to be an essential lever for improving and promoting quality implementation of our Language Arts Curriculum to ensure improved outcomes for all students. To this end, EL Education partners with Districts in reviewing data on a continual basis, using the results to inform strategic planning and professional learning for district staff.

This Data Sharing Agreement ("Data Agreement") dated 6/8/2020 is entered by and between Niagara School District ("District") and EL Education for the purpose of establishing the roles and responsibilities of each party with respect to sharing data to assess implementation and outcomes related to the EL Education Language Arts Curriculum.

RECITALS
WHEREAS, EL Education seeks to improve student achievement and teacher practice through the combination of EL Education’s Language Arts Curriculum, powerful professional learning, strategic planning, and deep expert coaching support.

WHEREAS, the District has adopted EL Education’s Language Arts Curriculum and The District and EL Education desire to track implementation progress toward mutual goals including documenting teacher and student impact.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the parties do hereby agree as follows:

1. Scope of the Data Sharing Agreement.

The Parties agree that EL Education has the authority to collect, analyze, and use evidence to investigate and improve the impact of EL Education’s Language Arts Curriculum and Professional Services on student achievement, quality of instruction, and teacher practice in the manner set forth in this Network Services Cooperation Agreement with Niagara Charter School for the 2020-2021 school year, that is dated 6/8/2020 and which this appendix is intended to supplement. This evidence includes data collected and reported in the EL Education Dimensions Data Platform (see Terms and Conditions of Use). The District agrees to share data listed in Section 2 below.
2. Data to be shared by the District with EL Education.

A. **Interim Assessment Data**: Aggregate (at class, grade, school, and district levels that do not include individual student identifying information) student literacy assessment data, including...

...or similar interim assessments.

B. **Benchmark Assessment Data**: District-collected data from beginning, middle, and end-of-year benchmark assessments from the EL Education Language Arts Curriculum.

C. **Student Work Samples**: De-identified student work samples from either assessments or daily work from assignments within EL Education’s K-8 Language Arts Curriculum.

D. **State Assessment Data**: Aggregate (at class, school, and/or district levels that do not include individual student identifying information) assessment data for relevant school years to investigate impact on student performance. These data include English Language Arts and Math assessment results, including scores by student subgroup and grade.

E. **Online Teacher Surveys**: District administered surveys completed by teachers implementing the EL Education Language Arts Curriculum. Included only if relevant to implementation of the EL Education Language Arts Curriculum.

F. **Classroom Walkthroughs**: Short classroom visits conducted by EL Education staff and/or District staff that are non-evaluative and focused on implementation of the Language Arts Curriculum only.

G. **School Administrative Data**: Aggregate enrollment, attendance, and student demographics.

H. **Three Dimensions of Student Achievement Data**: Selected data related to Mastery of Knowledge and Skills, Student Character, and High Quality Student Work.

3. Data to be Shared by EL Education with the District.

A. **Classroom Walkthroughs**: Walkthrough (consistent with the above description) reports focused on implementation of the EL Education Language Arts Curriculum completed by EL Education field staff and/or District staff individually or in groups in the EL Education Dimensions Data Platform.

B. **Teacher or Leader Surveys**: Surveys focused on implementation of the EL Education Language Arts Curriculum completed by implementing teachers in the EL Education Dimensions Data Platform. These surveys are anonymous and do not require registration or login.
4. District Responsibilities under the Data Sharing Agreement.

The District agrees to perform the following activities during the term of the Data Sharing Agreement:

A. Share data mentioned in Section 2 at time points listed in this Network Services Cooperation Agreement with Niagara Charter School for the 2020-2021 school year. These time-points include a beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary. In addition, the District agrees to the following schedule with regard to certain data sets:

   i. Enrollment and demographic will be submitted each fall (October-November) once enrollment has stabilized.

   ii. State testing results will be submitted within two (2) weeks of the report being transmitted to the school (Summer/Fall)

   iii. Other requested data related to the Three Dimensions of Student Achievement will be submitted at the same time as the fall or spring transmissions, depending on when it is available.

B. For additional necessary analyses (included or in addition to those listed in Section 2), District data and/or research teams will work with EL Education to create data files or reports.

C. The District agrees to transmit the data requested in Section 2 in (pdf or.csv file formats). EL Education will then take the data and enter it into our secure systems. If this is not possible, EL Education will designate an alternate submission format.

5. EL Education’s Responsibilities under the Data Sharing Agreement.

EL Education shall conduct the data collection and reporting in compliance with all applicable state and federal laws, rules, regulations. EL Education undertakes to perform the following activities during the term of this Data Sharing Agreement:

A. Share data mentioned in Section 3 at time points listed in the Network Services Cooperation Agreement with Niagara Charter School for the 2020-2021 school year. These time-points include beginning-of-year, mid-year, and end-of-year data meetings with additional meetings held as necessary.

B. Provide access and training to identified district staff in performing Walkthroughs focused on implementation of the EL Education Language Arts Curriculum in the EL Education Dimensions Data Platform.
Education

C. Develop and administer teacher and leader surveys focused on implementation of the EL Education Language Arts Curriculum through the EL Education Dimensions Data Platform.

D. Analyze assessment, survey, and Walkthrough data as necessary.

E. Create and distribute reports documenting analyses related to implementation of the EL Education Language Arts Curriculum. Data will be reported in aggregate and will not identify individual students, teachers, or school leaders.


A. EL Education will comply with applicable state and federal laws and regulations regarding data use, access, and confidentiality.

B. Neither EL Education nor any individuals affiliated with them will provide or disclose any data reports unless authorized in writing by the District or as required by law.

C. EL Education will ensure that all shared data, or created datasets containing shared data, will be stored in an area that is physically safe from access by unauthorized persons at all times. Data that is maintained in electronic format will be kept safe from unauthorized access, through such means as being stored on a password-protected, encrypted file server.

7. Points of Contact - Data/Research Function.

Each Party hereby will designate in writing one or more individuals within their own organization to act as a Data Liaison—the point of contact responsible for managing performance of the data collection, analyses, and sharing functions of this agreement.

For District:
Name:
Title:
Address:
Email address:
Phone number:

For EL Education:
Name: Christina Lesh
Title: Regional Director, NY-NJ
Address: 247 W. 35th St. Fl. 8 New York, NY. 10001
Email address: clesh@eleducation.org
Phone number:

All notices, reports, requests, or other communications given pursuant to this Agreement shall be made in writing, shall be delivered by hand delivery, overnight courier service, fax, or electronic mail, and shall be deemed to have been duly given when delivered to the respective party at the notice and contact addresses listed above.

9. Liability.

Neither party shall be liable to the other for any property that is consumed, damaged, or destroyed in the performance of this Agreement, unless it is due to the gross negligence or willful misconduct of the party, or an employee or agent, of the party.

To the extent permitted by law, each party agrees to hold the other harmless and indemnify the other for liability or loss for any claim made by its employees or agents, or persons claiming through them, for liabilities, demands, damages, expenses, and losses arising out of the Agreement, except to the extent that such death, injury, loss, or damage arises solely from their own negligence or willful misconduct.


10.1. Governing Law. The construction, validity, performance and effect of this Agreement will be governed by the laws of the United States and the State of New York. Any action relating to this Agreement must be brought in the Federal or State Courts located in New York and ___Niagara School District___ (if applicable) consents to the jurisdiction of such courts.

10.2. Severability. The illegality or invalidity of any provision of this Agreement shall not impair, affect, or invalidate any other provision of this Agreement.

10.3. Assignment. Neither this Agreement, nor any rights or obligations of any party hereunder, shall be assigned or otherwise transferred by either party without the prior written consent of the other party.

10.4. Independent Parties. The relationship of the parties to this Agreement is that of independent parties and not agents, joint venturers, or partners. Each party will maintain sole and exclusive control over its personnel, operations, and locations.

10.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any prior understanding, or written or oral agreement.

10.6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The
parties may rely on facsimile or electronically transmitted signature pages as if such facsimile or electronically transmitted pages were originals.

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<th>Christina Lesh</th>
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## 2019-2020

**Niagara Charter School Monthly Operations Dashboard**

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<td>Exhibition Night 45 families</td>
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GROSS SHUMAN, P.C.
ATTORNEYS AT LAW

Memorandum

To: Darci Novak
    Jonathan D. Schechter

From: Carolyn L. DeVaughn

Date: June 9, 2020

Re: NIAGARA CHARTER SCHOOL - Data security policy amendment

NYSED guidelines provide that employees of educational agencies that handle personal identifiable information must complete training on the laws and requirements necessary to protect sensitive data. Accordingly, attached as Exhibit A is the proposed amendment to the Niagara Charter School Policy Addendum Manual (Page 53). If this is acceptable, you can have the Board adopt it at the next meeting and we will email you an updated manual.
EXHIBIT A

Conduct Privacy and Security Awareness Training

The School may will conduct privacy and security awareness training on an annual basis, which may include, but is not limited to:

1. Providing privacy and information security training, including a review of the legal requirements necessary to protect sensitive data, on a recurring basis to appropriate staff involved in data-related activities;

2. Posting and communicating privacy policies to parents, students, staff, and other users; and

3. Clearly defining and making easily accessible processes for reporting privacy incidents and complaints.

CLD/

Doc #791107.1
Coronavirus (COVID-19) Health and Safety Policy

This policy includes the measures we are actively taking to mitigate the spread of coronavirus. You are kindly requested to follow all these rules diligently, in order to sustain a healthy and safe workplace in this unique environment. It is important that we all respond responsibly and transparently to these health precautions. We assure you that we will always treat your private health and personal data with high confidentiality and sensitivity. This policy may change with the introduction of additional governmental guidelines. If so, we will update you as soon as possible.

This policy applies to all our employees who physically work in our school. We strongly recommend to our remote working personnel to read through this action plan as well, to ensure we collectively and uniformly respond to this challenge.

If You Are Sick, Stay Home

- If you have a fever, cold symptoms, such as cough/sneezing, or are simply not feeling well, please stay home.
- If you have been ill, do not return to the school until you are fever free for 72 hours without the use of Tylenol or other fever reducing medication.
- If you have COVID-19 like symptoms (fever, dry cough, tight chest, trouble breathing) do not return to the school until you are fever free for 72 hours without the use of Tylenol or other fever reducing medication and at least 7 days after the onset of your illness.
- If you are home caring for an individual with COVID-19 or with COVID-19 like symptoms, refrain from coming to the school for a 14-day self-quarantine period.
- If you are home caring for an individual who is sick with other non-COVID-19 symptoms, but are not sick yourself, exercise caution when deciding when to return to the workplace.

If you are sick and unable to work the following programs are available to assist you:

COVID-19 FFCRA Leave

All full-time employees are eligible to use up to 80 hours of FFCRA Paid Sick Leave for a qualifying reason related to a public health emergency. Part-time employees are eligible to use, over a two-week period, a pro-rated amount of FFCRA Paid Sick Leave based on their average work hours in a typical two-week period. If hours vary, average hours are calculated based upon the past six (6) months. Please refer to the FFCRA Leave Policy for further information.

New York State Paid Sick Leave

All employees that have been subject to a mandatory or precautionary order of quarantine or isolation are eligible for NYS Paid Sick Leave. Up to 14 days of paid sick leave is available for employees for the duration of their quarantine order. Compensation for the remainder of the quarantine is available through
existing Paid Family Leave and Disability Benefits policy up to $2,884.62 per week. Please refer to the COVID-19 NYS Paid Sick Leave Policy for further information.
General Hygiene Rules

- Wash your hands after using the toilet, before eating, and if you cough/sneeze into your hands (follow the 20 second hand washing rule). You can also use the sanitizers you’ll find around the School.
- Cough/sneeze into your sleeve, preferably into your elbow. If you use a tissue, discard it properly and clean/sanitize your hands immediately.
- If possible, open the windows regularly to ensure open ventilation.
- If you work with the public wear your face mask at all times while in the workplace.
- Employ social distancing and stay six feet apart from your co-workers.
- Do not share food.
- Avoid touching your face, particularly eyes, nose, and mouth with your hands to prevent getting infected.
- If you find yourself coughing/sneezing on a regular basis, avoid close physical contact with your coworkers and take extra precautionary measures (such as requesting sick leave).

Avoiding Exposure at Work

The School has undertaken a risk assessment of exposure to COVID-19 in our workplace according to OSHA guidelines. We will minimize the risk of exposure in our physical workplace by taking the following measures:

- Implement teleworking and remote work for positions where possible.
- Schedule meetings via video conferencing tools, even those taking place in our physical workplace.
- Limit the number and duration of in person meetings to only those that are necessary, while keeping those meetings to 10 people or less, and maintaining 6 feet of distance from others.
- Stagger work hours among those employees required to be onsite whenever possible, in order to decrease density in the workplace.
- Stagger meal and break times for those who are working onsite.
- Monitor employees for signs of COVID-19 symptoms; immediately isolate and send home any who are showing signs of infection.
- Enter into an interactive conversation to discuss additional precautions with any employee who has a chronic medical condition or is in a higher risk group for infection.
- Initiate appropriate workplace controls. These may include engineering controls, administrative controls, safe work practices, and providing appropriate personal protective equipment (PPE) according to the tasks being performed.

What You Can Do to Limit Exposure

- Follow the policies and procedures we have established related to illness, cleaning and disinfecting, and work meetings and travel.
- Stay home if you are sick, except to get medical care. Learn what to do if you are sick.
Inform your supervisor if you have a sick family member at home with COVID-19. Learn what to do if someone in your house is sick.

Follow the general hygiene rules listed above.

Clean AND disinfect your own frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA’s criteria for use against SARS-CoV-2 external icon, the cause of COVID-19, and are appropriate for the surface. We will provide appropriate disinfectant materials; it is your responsibility to use them according to directions provided on the packaging.

Avoid using other employees’ phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.

Response to Spikes in Absenteeism

The School may experience a spike in absenteeism from increases in sick employees, those who stay home to care for sick family members, and those who must stay home to watch their children. Based on these factors, the organization may take the following steps to ensure business continuation:

- Monitor and respond to absenteeism as business dictates.
- Implement additional work from home/telework options.
- Cross train employees to perform essential functions so the workplace can operate even if key employees are absent.
- Modify flexible workplace and leave policies.

Social Distancing Practices

The School believes social distancing is a key element in reducing the spread of COVID-19. Employees must always practice appropriate social distancing. The following are steps we can take individually and as an organization to keep everyone safe:

- Maintain approximately 6 feet of distance from others whenever possible.
- Avoid gatherings or crowded places.
- Reduction in on-site workforce/working remotely.
- Stagger work hours to reduce personal interaction.
- Increase physical space between coworkers and employees/customers.
- Utilize video conferencing services or postpone non-essential meetings.
- Deliver our services to customers remotely (e.g. through phone, video, or web).
- Deliver products through curbside pick-up or delivery.

Additional Resources

The School understands that this pandemic can create emotional stress for everyone. In support of this, Employer Services Corporation (ESC) will provide an Employee Assistance Program (EAP) to serve the
needs of employees and their immediate family members. We recognize that many personal situations can affect job performance. Situations may include:

- Emotional issues (grief, depression, anxiety)
- Abuse of alcohol and other drugs
- Marital and relationship
- Child and family difficulties
- Legal or financial questions
- And other personal issues

The established EAP program will provide confidential, short-term intervention, assessment, and referral for any of these situations, or other concerns impacting employees and their families.

This program is available 24 hours a day/7 days a week. You may reach the EAP by calling 1-888-276-6632 or email eap@palladianeap.com. The EAP may also be reached at the following website: palladianeap.com.

**Travel**

To best protect the health and safety of our employees, all unnecessary travel will be avoided to the greatest extent possible. We will rely on videoconferencing or teleconferencing when feasible for work-related meetings and gatherings. Non-essential large work-related meetings or gatherings that can only occur in-person will be postponed or canceled. Essential meetings will be held in open, well-ventilated spaces and social distancing protocol will be followed.

**Prior to Travel**

- Check the [CDC’s Traveler’s Health Notices](https://www.cdc.gov/travel) for the latest guidance and recommendations for each location and country to which you will travel. Specific information for travelers going to and returning from countries with travel advisories can be found on the [CDC website](https://www.cdc.gov).
- If you have recently returned from areas with a high number of COVID-19 cases (based on CDC announcements), we’ll ask you to work from home for 14 calendar days, and return to the School only if you are fully asymptomatic. You will also be asked not to come into physical contact with any colleagues during this time.
- If you are planning to travel voluntarily to a high-risk country with increased COVID-19 cases, we will ask you to work from home for 14 calendar days. You will also be asked not to come into physical contact with any colleagues during this time.
- If you are experiencing any symptoms of COVID-19 (i.e., fever, cough, or shortness of breath) and notify your supervisor and do not travel.
- If you become sick while traveling or on temporary assignment, notify your supervisor and promptly call a healthcare provider for advice if needed.
- If you are outside the United States and experiencing symptoms of COVID-19, follow School policy for obtaining medical care or contact a healthcare provider or overseas medical assistance
company to assist with finding an appropriate healthcare provider in that country. A U.S. consular officer can help locate healthcare services. However, U.S. embassies, consulates, and military facilities do not have the legal authority, capability, and resources to evacuate or give medicines, vaccines, or medical care to private U.S. citizens overseas.

**Who to contact if you have additional questions**

We are actively monitoring the situation and updates to this policy are ongoing as the situation warrants. If you have any further questions regarding this Health and Safety Policy, please contact the Chief Academic Officer of Niagara Charter School or any member of Employer Services Corporation (ESC).
June 23, 2020

New York State Charter School Office
Attn: David Frank, Executive Director
Re: Other minor changes to charter

Dear Mr. Frank,

Summary of the change:
Please accept this letter as formal notification that Niagara Charter School is requesting the permission of the New York State Charter School Office to add to the school’s instructional calendar, voluntary virtual summer school, for the summer of 2020. The School was not able to submit this request 30 days prior to the proposed implementation date, as information about summer school programs was just recently made available.

Brief Narrative:
The proposed addition would adjust the current calendar by adding five weeks of core content review for students who participate. The summer program will also provide students with Physical Education classes, as well as Social Emotional services. A special education teacher will be available to support the general educations teachers with instruction for any Students with Disabilities that participate.

The program will run from June 29-July 31st, two hours per day, and will include live lessons, as well as pre-recorded lessons and resources. All instruction is virtual, as each family of the School received a Chromebook at the start of the Pandemic to continue their education remotely. Families received notification of this opportunity via the School’s alert and email system.

Please note that this is an addition is for the 2019-2020 school year only, as the School will determine, based on data collected this year, if virtual summer school review classes will continue thereafter.

The School’s administration and the Board of Trustees believe this addition to the instructional program will best serve the students and families of the School during the current Pandemic, and provide the necessary academic and social emotional supports needed during this difficult time. No budgetary change is anticipated due to the addition of this program.

Staffing Plan:
The School’s summer program will be staffed by ten certified teachers currently work at the School. The summer school staff is comprised of general education teachers, building substitutes, special education, and the School’s Instructional Coach. The program is offered to
students currently enrolled in grades K-5th, and depending on participation, grade level groups will be structured to provide small group individualized instruction.

In closing, the Niagara Charter School administration and Board of Trustees would like to thank you for your consideration and attention to this request. We strongly believe the addition of this summer program will benefit our students, staff, and school community. As always, Niagara Charter School will continue to provide our students with rigorous academic instruction.

Sincerely,

James C. Mufioletto
Board President

Darci M. Novak
Chief Academic Officer