



The Exploris School

The Exploris School Board Meeting for July 28, 2022

Date and Time

Thursday July 28, 2022 at 4:30 PM EDT

Location

Virtual Google Meet Meeting

The Exploris School Board Meeting

Thursday, July 28 · 16:30 – 18:00

Google Meet joining info

Video call link: <https://meet.google.com/bgb-guhp-apd>

Or dial: (US) +1 954-266-8406 PIN: 198 120 836#

The Exploris School Board Monthly meeting will be held virtually only. Please use the information below to join the Zoom call. Participants are asked to use their full names on their screen when signing in.

Topic: The Exploris School Board Month Meeting June 2022

Time: June 23, 2022 3:00 PM Eastern Time (US and Canada)

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Agenda

	Purpose	Presenter	Time
I. Opening Items			4:30 PM
A. Record Attendance		Steven Darroch	1 m
B. Call the Meeting to Order		Steven Darroch	1 m
C. Approve Minutes	Approve Minutes	Steven Darroch	2 m
Approve minutes for The Exploris School Board Regular Monthly Meeting on June 23, 2022			
D. Public Comment		Steven Darroch	15 m

PUBLIC COMMENT

Fifteen minutes will be allocated on the agenda for public input at each meeting. Additional time may be added at the discretion of the Chair.

Public comment may be oral, in person, or in written form to be read by the Chair.

Public comment is limited to no more than 3 minutes per person.

It is recommended that public comment be written out and provided to the board following the three minutes to ensure the entire message is heard by the board.

Each speaker will clearly state their full name and county of residence.

All public comment should be factual and should not include personally identifiable information of students or personnel in order to maintain confidentiality. Speakers should avoid using names of students or staff and maintain confidentiality and privacy standards.

All public comments will be taken under advisement by the Board, but will not elicit an immediate written or spoken response. The names of persons providing public comment and a brief summary of topics or input will be included in the meeting minutes published.

A response will be provided to the stakeholder within seven (7) days.

Specific issues about a particular student or teacher should be addressed to the elementary or middle school director, rather than the Board of Directors.

II. Meeting Items			4:49 PM
A. Directors Report	FYI	Deborah Brown	15 m
<ul style="list-style-type: none"> • Monthly Report & Updates • Vote: Monthly Required vote on masking policies: Board approval is requested to continue the current Exploris policy of recommended, but not required, masking for both indoor and outdoor activities. • Vote: Approve new hires (in the Director's Report) 			
B. Finance Report	Vote	Koren Morgan	10 m

	Purpose	Presenter	Time
<ul style="list-style-type: none"> Monthly Financial Reports 			
C. Board Business	Discuss	Steven Darroch	20 m
<ol style="list-style-type: none"> Welcome Stacey Carothers, new PTO president, and Dana Deaton, beginning board term Vote: Accept resignations of Board members Melissa West and Andrew Cioffi Vote: Board Seats to Fill/ Not Fill Vote: Approve Board Meeting Calendar for the 2022-2023 school year (attached) Vote: Board officers for the 2022-2023 school year Vote: Create a new Board Committee for Director Evaluation & Support Planning September Board retreat: Task force requested <ol style="list-style-type: none"> update on dates sample agenda/goals Sample outline of annual work from OCS 			
III. Committee Reports			5:34 PM
A. Governance	Discuss	Deborah Brown	10 m
<ul style="list-style-type: none"> Director Evaluation and Feedback update Handbook updates and review 			
B. Educational Excellence	FYI	Ethan Burton	5 m
<ul style="list-style-type: none"> Vote: School Improvement Plan and Strategic Goals 			
IV. Closed Session			5:49 PM
A. Facilities & Legal Items	Discuss	Theo Kingsberry	15 m
<ul style="list-style-type: none"> Updates on Facilities 			
V. Closing Items			6:04 PM
A. Adjourn Meeting	Vote		

Coversheet

Approve Minutes

Section: I. Opening Items
Item: C. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for The Exploris School Board Regular Monthly Meeting on June 23, 2022

APPROVED



The Exploris School

Minutes

The Exploris School Board Regular Monthly Meeting

Date and Time

Thursday June 23, 2022 at 3:00 PM

Location

Join Zoom Meeting <https://us02web.zoom.us/j/84919268178?pwd=LzhVRXpLSlhEeDFxWjd2dEVBNjVJdz09>

Meeting ID: 849 1926 8178

Passcode: 149523

One tap mobile [+12532158782](tel:+12532158782), [+13462487799](tel:+13462487799), [+16699006833](tel:+16699006833), [+13017158592](tel:+13017158592), [+13126266799](tel:+13126266799), [+19292056099](tel:+19292056099) US (Tacoma) [+12532158782](tel:+12532158782), [+13462487799](tel:+13462487799), [+16699006833](tel:+16699006833), [+13017158592](tel:+13017158592), [+13126266799](tel:+13126266799), [+19292056099](tel:+19292056099) US (Houston) Dial by your location +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 900 6833 US (San Jose) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 929 205 6099 US (New York) Meeting ID: 849 1926 8178 Passcode: 149523 Find your local number: <https://us02web.zoom.us/j/84919268178?pwd=LzhVRXpLSlhEeDFxWjd2dEVBNjVJdz09>

The Exploris School Board Monthly meeting will be held virtually only. Please use the information below to join the Zoom call. Participants are asked to use their full names on their screen when signing in.

Topic: The Exploris School Board Month Meeting June 2022

Time: June 23, 2022 3:00 PM Eastern Time (US and Canada)

Directors Present

A. Cioffi (remote), A. Rodriguez (remote), D. Deaton (remote), E. Buchan (remote), E. Grunden (remote), J. Hwang (remote), L. Friedman (remote), M. West (remote), R. Boyce (remote), S. Darroch (remote), T. Kingsberry (remote)

Directors Absent

M. Townley

Ex Officio Members Present

D. Brown (remote), E. Burton (remote), J. Corbat (remote)

Non Voting Members Present

D. Brown (remote), E. Burton (remote), J. Corbat (remote)

Guests Present

Lyndsey Anderson (remote), Martha Merrill (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

S. Darroch called a meeting of the board of directors of The Exploris School to order on Thursday Jun 23, 2022 at 3:08 PM.

C. Approve Minutes

S. Darroch made a motion to approve the minutes from The Exploris School Board Regular Monthly Meeting on 05-26-22.

J. Hwang seconded the motion.

The board **VOTED** to approve the motion.

D. Public Comment

1. Shannon Hardy - 22 year teacher at Exploris shared her years of experience and gratitude for her time at Exploris. She began to share feedback on not being asked to come back next year to teach when her 3 minutes ran out. The remainder of her statement is located here: [CLICK HERE](#)

2. Billy Barnes - parent of a student, Wake County - offered to give his 3 minutes to Shannon to complete her statement.
3. Callie Kirsch - Exploris Global Connections Teacher - offered to give her 3 minutes to Shannon to complete her statement.
4. Karen Barlow - shared her experience, feedback, and concern regarding Shannon not being asked to return. Her full statement is located here: [CLICK HERE](#).

II. Meeting Items

A. Directors Report

- Monthly Report & Updates given by Josh Corbat
 1. COVID Status & Response
 2. Academic Progress
 3. Kaizen Initiatives
 4. Community Engagement
 5. HR Update

A. Rodriguez made a motion to approve 3 new hires for 22-23 school year: Melissa Conway (K - ES Teaching Partner), Tasha Void (7th grade), Noah Williams (6th grade).

E. Buchan seconded the motion.

The board **VOTED** to approve the motion.

A. Rodriguez made a motion to continue the current Exploris policy of recommended, but not required, masking for both indoor and outdoor activities.

T. Kingsberry seconded the motion.

The board **VOTED** to approve the motion.

B. Finance Report

Koren Morgan shared the highpoints of the budget, the new Teaching Partner salary schedules, and the monthly financial reports.

R. Boyce made a motion to adopt the 2022-2023 Recommended Budget.

E. Buchan seconded the motion.

The board **VOTED** to approve the motion.

C. Board Business

1. Board Officer Positions Open - Chair and Secretary, Equity and Inclusion Committee still needs a Board lead.
2. September Board retreat - members are asked to complete the doodle poll to best achieve 100% attendance.

III. Committee Reports

A.

Governance

Deb Brown shared updates on:

- Board Composition
 - new applications
- Handbook updates and next steps
- Director Evaluation to set Board up for leadership success

A. Rodriguez made a motion to bring on Dana Deaton on as a Board Member.

S. Darroch seconded the motion.

The board **VOTED** to approve the motion.

B. Educational Excellence

Ethan Burton shared the current focus has been on the School Improvement Plan and strategic goals. He also shared a high level summary on what was in the Education Excellence report.

IV. Closed Session

A. Facilities & Legal Items

S. Darroch made a motion to move into closed session.

R. Boyce seconded the motion.

The board **VOTED** to approve the motion.

Discussed personnel issue and facilities update.

J. Hwang made a motion to come out of closed session.

A. Rodriguez seconded the motion.

The board **VOTED** to approve the motion.

V. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:53 PM.

Respectfully Submitted,

M. West

Coversheet

Directors Report

Section:	II. Meeting Items
Item:	A. Directors Report
Purpose:	FYI
Submitted by:	
Related Material:	MHL_agreement_Docusign_charterschools.pdf July 2022 Exploris Leadership Team Board Report.pdf

MHL TERMS OF USE

These My Hot Lunchbox, LLC Terms (“Agreement”) apply to the service relationship between My Hot Lunchbox, LLC (“MHL”), a North Carolina Limited Liability Company, and the Client. MHL and Client may each be referred to in this Agreement as “Party” and together as the "Parties."

This Agreement is contingent on MHL’s approval of Client’s participation in this Agreement. Such approval is subject to MHL’s full discretion. MHL’s approval of Client’s participation shall be indicated by an email by MHL to Client declaring MHL’s approval of Client and MHL’s acceptance of this Agreement. This Agreement shall be entered into as of the date MHL sends Client the email indicating such approval (“Effective Date”).

MHL provides the services contemplated by this Agreement solely on the terms and conditions set forth in this Agreement and on the condition that Client accepts and complies with them.

By signing this agreement, the individual doing so (a) accepts this agreement on Client’s behalf and agrees that Client is legally bound by its terms and (b) represents and warrants that he/she has the right, power, and authority to enter into this agreement and bind Client to its terms. By entering into this Agreement, Client acknowledges that it has read, understood, and voluntarily agreed to MHL’s Terms of Service and Privacy Policy, both of which are expressly incorporated herein by reference.

Recitals

MHL provides and maintains an online platform to facilitate the delivery of Food Products from Vendors to Client’s students, campers, employees, and others ordering Food Products on the MHL Platform.

Client is able to satisfy any and all legal requirements necessary to perform the services contemplated by this Agreement.

In consideration of these recitals, the mutual promises below, and for other good and valuable consideration, Client and MHL agree as follows:

1. Definitions.

- a. “Client” shall mean the entity (including its affiliates, agents, and employees) accepting the terms of this Agreement and approved by MHL.
- b. “Client Site” shall mean the location selected by Client, and approved by MHL, where Vendors may deliver the Food Products.
- c. “Delivery Date(s)” means the times and dates for which Vendors may deliver to Client Food Products ordered by MHL Customers.

- d. "Food Products" means the food, utensils, packaging, and condiments Vendor shall deliver pursuant to this Agreement.
- e. "Vendor(s)" means Food Products providers.
- f. "MHL Customer(s)" means the customer who places orders through the MHL Platform or their dependents.
- g. "MHL Data" means any information that MHL provides or makes accessible through the MHL Platform, including without limitation Personal Data.
- h. "MHL Platform" means the online ordering platform including the MHL website, or any of MHL's mobile applications, where MHL Customers place orders for Vendor's Food Products and Vendors view orders from MHL Customers.

2. Term and Termination

- a. This Agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue year-to-year based upon the Effective Date.
- b. This Agreement shall automatically renew for successive Semester Periods (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides the other Party written notice of its intent to not renew thirty (30) days before the end of the then current Semester Period.
- c. Either Party may terminate this Agreement in the event of a material breach by the breaching Party if the breach is not cured by the breaching Party within seven (7) days' written notice thereof by the non-breaching Party.

3. Survival.

- a. The following sections will survive this Agreement: Term and Termination, Definitions, Issues & Liability, Confidentiality of Information, and Data Privacy and Security. The provisions regarding the incorporation of the Privacy Policy and Terms of Service will also survive this agreement.

4. Orders.

- a. MHL will provide accounts for parents and Client's employees who register on the MHL Platform to order Food Products. All persons using such accounts shall be bound by all the restrictions and obligations placed on Client in this Agreement.
- b. Vendors will deliver Food Products to Client at the mutually agreed Delivery Dates.
- c. Our Vendor(s) are contracted with the agreement there will be a minimum of 25 orders per Delivery.
- d. If and **ONLY** if Client requires Delivery Day(s) beyond what is recommended by MHL the Client agrees to an initial Good Faith Deposit of \$400 and Client is responsible for holding an account on the MHL Platform and agrees to use the Good Faith Deposit and their account credit card for any meals needed to meet the 25 minimum order number.

- e. If, at any time, orders from Client's MHL Customers are below 25 orders on any given Delivery Date, MHL shall have the right to immediately terminate this Agreement. Furthermore, Client may agree to being charged (via Credit Card) for any orders required to meet this minimum.
- f. Delivery Dates may be modified provided Client indicates in writing to MHL the desired modification with one-week written notice.
- g. Client is responsible for distribution of Food Products to MHL Customers after vendor delivers the Food Products to the Client Site.
- h. If any equipment is provided by MHL, the Client is responsible for the maintenance and inventory of the equipment. Client is responsible for any necessary replacements.
- i. Client is responsible for informing MHL the status of meal deliveries. If Client does not indicate a missed delivery within one (1) hour of the delivery not arriving, MHL and its Vendors shall have no responsibility to issue a credit, refund, or replacement.

5. Issues & Liability

- a. **Client agrees MHL, its members, managers, employees, volunteers, and affiliates shall not be held liable for any and all losses liabilities, suits, claims, costs, expenses, demands, fines, penalties, judgments, damages, and causes of action that may be asserted or claimed as a result from the Food Products provided under this Agreement by the Vendors.**
- b. **MHL does not prepare or deliver the Food Products. MHL is in no way responsible for the delivery and quality of Food Products. Such responsibility is placed on Vendor. Client agrees Vendor shall be solely liable for all issues related to any Food Products.**
- c. Vendor shall be solely responsible for any MHL Customer complaints regarding Vendor's Food Products, including without limitation, complaints regarding the nature, quality, content, number, or packaging of the Food Products.
- d. Any complaints Client receives regarding the timeliness or quality of an MHL Customer Order shall be reported by Client to Vendor and MHL.
- e. Nothing in this Agreement shall be deemed to entitle any Vendor to any right as a third-party beneficiary of this Agreement.

6. Refunds and Cancellations.

- a. A credit will be issued to all MHL Customers if there is a Client Site closure only if the Client notifies MHL prior to eight o'clock in the morning (8 am) local time the day of the closure.

7. Payments.

- a. MHL shall transfer payments from MHL Customers to Vendors and collect a mark-up.

8. Confidential Information.

- a. As used in this Agreement, “Confidential Information” means any confidential, proprietary or other non-public information disclosed by one Party (“Discloser”) to the other Party (“Recipient”) whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include that information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient.
- b. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Agreement, the Discloser’s Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are bound by written obligations of confidentiality at least as protective of the Discloser as this Agreement before such individual has access to the Discloser’s Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser’s Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of this Agreement and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser’s election) any and all materials or documents containing the Discloser’s Confidential Information, together with all copies thereof in whatever form.

9. Data Privacy and Security.

- a. As used in this Agreement, “Personal Data” means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, and (iii) any information that may otherwise be considered “personal data” or “personal information” under the applicable law.
- b. Client agrees to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of performing under this Agreement. Client shall keep MHL Data secure from unauthorized access and maintain the accuracy and integrity of MHL Data in Client’s custody or control by using appropriate organizational,

physical and technical safeguards. Client shall maintain the accuracy and integrity of any Personal Data provided by MHL and in Client's possession, custody or control. If Client becomes aware of any unauthorized access to MHL Data, Client will immediately notify MHL, consult and cooperate with investigations and potentially required notices, and provide any information reasonably requested by MHL. Client agrees to implement and use security procedures, protocols or access credentials as reasonably requested by MHL and will be responsible for damages resulting from Client's failure to comply. Client will not allow any third party to use MHL Platform; copy, modify, rent, lease, sell, distribute, reverse engineer or otherwise attempt to gain access to the source code of the MHL Platform; damage, destroy or impede the services provided through the MHL Platform; transmit injurious code; or bypass or breach any security protection on the MHL Platform.

10. Intellectual Property.

- a. Client shall not use MHL's intellectual property including its names, logos, or marks in any manner or medium whatsoever, including without limitation in any public statement, without prior written authorization from MHL for each use.

11. Vendor Restriction & Non-Solicitation

- a. Client agrees during the Term, and for a period of one (1) year thereafter not to allow any Vendor engaged or previously engaged with MHL to deliver Food Products to Client from 10 am to 2 pm on any week day.
- b. Client further agrees during the Term, and for a period of one (1) year thereafter not to solicit any Vendor engaged or previously engaged with MHL to deliver Food Products to Client from 10 am to 2 pm on any week day.

12. Indemnification.

- a. Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party, its affiliates and their respective directors, officers, employees and agents (the "Indemnified Party") from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) (collectively, "Losses") with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of the Indemnifying Party and its employees or agents in their performance of this Agreement; (b) any claims that the Indemnifying Party breached its representations and warranties in this Agreement; or (c) any claims that the Indemnifying Party's Marks infringe a third party's intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party.
- b. In addition, Client will indemnify, defend and hold harmless the Indemnified Party from and against any and all Losses with respect to any third party claim arising out of or related to any harm resulting

from Client's violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or willful misconduct of MHL or its employees or agents.

- c. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party's expense.
- d. No indebtedness of Client of any kind shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

13. Limitation of Liability.

- a. EXCEPT WITH RESPECT TO DAMAGES ARISING FROM VIOLATIONS OF LAW OR WILFUL MISCONDUCT, AND AMOUNTS PAYABLE TO THIRD PARTIES UNDER THE PRECEDING INDEMNIFICATION SECTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT, FOR INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, LOST REVENUES, HARM TO GOODWILL, OR THE COSTS FOR PROCURING REPLACEMENT SERVICES, WHETHER BASED ON TORT, CONTRACT OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) EACH PARTY'S MAXIMUM AGGREGATE LIABILITIES RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE AGGREGATE AMOUNT OF FEES EARNED BY MHL HEREUNDER.

14. Warranties.

- a. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement (including without limitation all applicable data protection and privacy laws); and (e) the content, media and other materials used or provided as part of this Agreement

- shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.
- b. EXCEPT AS SET FORTH HEREIN, MHL MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.
 - c. Client acknowledges that the operation of the MHL Platform may from time to time encounter technical or other problems and may not necessarily continue uninterrupted or without technical or other errors and MHL shall not be responsible to Client or others for any such interruptions, errors, or problems or an outright discontinuance of the MHL Platform nor for any guarantee of results with respect to the MHL services contemplated herein.
 - d. Both Parties acknowledge that neither Party has any expectation or has received any assurances for future business or that any investment by a Party will be recovered or recouped or that such Party will obtain any anticipated amount of profits by virtue of this Agreement.

15. No Joint Venture or Agency.

- a. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other Party hereto, in the absence of a separate writing, executed by an authorized representative of the other Party.
- b. The Parties acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. Neither Party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this Agreement.
- c. Client acknowledges Vendors are not the agents or employees of MHL.

16. Assignments.

- a. This Agreement may not be assigned, in whole or in part, by a Party without the prior written consent of the other Party, provided that each Party may assign this agreement, upon written notice to the other Party, to (a) an affiliate of such Party, or (b) in connection with the sale of all or substantially all of such Party's equity, business or assets. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each Party hereto and its respective successors and assigns.

17. Force Majeure.

- a. Any delay in or failure by either Party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected Party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a “Force Majeure Event”). The affected Party will promptly notify the other Party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

18. Merger.

- a. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior agreements and understandings between the Parties hereto with respect to such transactions, except that any incorporated documents or agreements executed by MHL and Client pursuant to this Agreement shall not be affected by this Section.

19. Modification.

- a. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both Parties.
- b. Notwithstanding the foregoing, MHL reserves the right, at any time, to modify external documents referenced and incorporated into this Agreement and/or any information referenced via hyperlink. Such modifications shall become effective upon posting.

20. No Waiver.

- a. The failure of either Party to enforce, at any time or for any period of time, the provisions hereof, or the failure of either Party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that Party’s right to enforce such provisions or exercise such option.

21. Communications.

- a. Client agrees to accept and receive communications from MHL, including via email, text message, calls, and push notifications to the cellular telephone number Client provides to MHL. Client acknowledges that Client may receive communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages sent by or on behalf of MHL.

22. Choice of Law, Venue, and Jurisdiction.

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflict of laws provisions. Both Parties hereby consent to exclusive jurisdiction and venue in the state and federal courts sitting in Wake County, North Carolina.

23. Attorney Fees

- a. In the event of any dispute between the Parties with regards to this Agreement, the prevailing Party shall have the right to collect from the other Party its reasonable costs and attorney fees incurred in enforcing this Agreement.

24. Severability.

- a. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

On behalf of:

My Hot Lunchbox, LLC

The Exploris School

Jennifer Serino

Josh Corbat

Signature

Signature

Jennifer Serino

Josh Corbat

Name

Name

Managing Director

Director of Resources

Title

Title

7/19/2022

7/19/2022

Date

Date



The Exploris School

Directors Report

To: Board Members
From: Ethan, Josh, & Deb
Re: Monthly Board Report

Date: Tuesday, July 26th 2022

The following information is provided to the Board of Directors:

Enrollment

Grade Level	Active Enrollment	Class Sizes	Withdrawals Since Aug. 2022	2022-2023 Applications
Kindergarten	33	34	n/a	296
1 st Grade	36	36	n/a	144
2 nd Grade	36	38	n/a	134
3 rd Grade	37	38	n/a	90
4 th Grade	38	38	n/a	91
5 th Grade	37	38	n/a	104
6 th Grade	74	76	n/a	253
7 th Grade	76	76	n/a	90
8 th Grade	76	76	n/a	52
*Total	*443	450	n/a	1,254
Previous Year's Application Total				1,257

***Note:** Seats are offered continuously from the waitlist throughout the summer until the capacity is reached.

Current ADA: n/a

Student Support Team Report

No student discipline report since school has not been in session since the previous Board meeting.

Summer work:

- Parent Engagement and Title 1 review and programming
- MTSS review and scheduling recommendations
- Staffing and reorganization of student services team
- Planning for services for students who qualify for F&R lunch, including booking a new provider and lunch system
 - My Hot Lunch Box is a service provider where families can order and pay online
 - The school sets up local vendors and the menus are published
 - Students who qualify for F&R lunch can order without cost or with reduced cost
 - Our current vendors include Mama Crow and Demeo Pizza, with others in progress

Updates on Goals/Issues for Discussion

Summer Learning programs on both campuses:

- **ES Read to Achieve Summer Camp:** This 3-week opportunity is a fun way to provide access to ongoing reading support for students as they work on identified gaps before transitioning to the next school year. Four Exploris teachers provided targeted and individualized support to 24 rising 2nd, 3rd and 4th grade students. Furthermore, this opportunity provides continuous instruction over the break to develop foundational and comprehension reading skills aligned to the science of reading. Mornings focused on students becoming more proficient and confident readers and afternoons incorporated project-based learning into the topics from each week's group read-alouds!

- **Kindergarten Readiness Camp:** Crew teachers Jacquetta and Jen will work with our new Teaching Partner, Melissa, to welcome small groups of kindergarten students on to campus for the first time the week of August 1st through 5th. The program is provided through the ACCESS grant and focuses on building relationships with our newest learners!
- **6th grade readiness camp, starting July 28th :** Rising middle schoolers, including home-grown Exploris students and students who are new to Exploris, are invited to spend a day on campus. They will have the chance to meet new friends and teachers, tour the building, participate in a project-based learning activity, meet with counselors and get advice about making friends and handling stress, and learn the walking-the-city routines as they visit locations and parks commonly used during the school year. Exploris teachers and counselors will help acclimate these new middle schoolers to the protocols, procedures and expectations for 6th grade so they can have the best possible start to this new phase of their education journey.

Summer Leadership work has been continuous with meetings and planning around:

- Schoolwide Scheduling
- Interventions and EC services
- Counseling team and Student Support Services goals, workflows, and cadence by sprints
- Facilities and new building acquisition
- Aligning the goals for Professional Development for 22-23 around the SIP main goals, including planning for New Staff Onboarding and the staff back-to-school workweek
- Staffing plans and interviews
- Physical classrooms (inventory, cleaning)
- Records review; transporting records for our graduated students and receiving and reviewing records for all new incoming students
- Creating & aligning a calendar of school and community events, including working with incoming PTO officers
- Reviewing and revising handbooks, safety plans, and crisis manuals
- Grant applications and maintenance
- Professional Development: Deb & Josh are completing the ReTHink Ed Blended Learning Cohort, Ethan is completing coursework and projects towards his administrative license, Deb attended the state charter school conference and the National Network of State Teachers of the Year conference, Josh attended the School Business Conference (1 day in RTP) and the Federal Program Directors Summer Institute (3 days in Asheboro).
- Community Connections
 - Ethan is working with Boosterthon to plan a fundraising and week-long school spirit event for later this year
 - Josh is deep in work with our partners for the new building, including construction and Finance
 - Deb is working with the NS State Superintendent's Principals Executive Council to prepare a presentation before the State Board of Education and the State Legislature later this fall on recommendations for pathways and new principal preparation programs

Human Resources Update

We have four new hires to date and some internal changes as follows:

- Leah Perry, formerly 7th grade math teacher, will move to the Middle School Global Arts position and teach Global Languages and Cultural Literacy
- Maggie Gargan will move from 4th grade crew teacher to 3rd grade crew teacher
- Jessica Roberts will move from front desk assistant to contracted school social worker with our student services team
- Carolyn Floyd will move from ES teaching partner to ES GA teaching the Movement classes

New Hire Profiles for Approval

Name	Position	Licensure	Notes
Melissa Conway	Kindergarten Teaching Partner	N/A	
Tasha Void	7th Math	eligible for residency	
Noah Williams	6th Math	Yes	
Denise Ziemak	4th Grade	Yes	

Current Vacancies

ES teaching partner
Middle School EC (2 positions, one offer in process)

Operations and Data Assistant at the ES (new position; a recrafting of the roles of front desk reception and data management)

Fiscal Operations Update

Please refer to the documents under the “Finances” section of the packet in Board on Track

Important Dates (Board Attendance Requested)

1. Please complete the updated Doodle Poll so we can finalize plans for our annual Board Retreat
2. Join us on both campuses on Monday, Aug 15th from 4:00-6:00 pm for the informal, drop-in, meet-the-teacher night
3. Schedule a tour of both the Elementary and Middle School campuses, at your convenience!

Coversheet

Finance Report

Section:	II. Meeting Items
Item:	B. Finance Report
Purpose:	Vote
Submitted by:	
Related Material:	05. Income Statement - 2022.06 - Exploris.pdf 03. Board Report - 2022.06 Exploris.pdf 06. Balance Sheet - 2022.06 - Exploris.pdf Bank Account Balances 6-30-22.pdf

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Page 1 of 1

THE EXPLORIS SCHOOL

Income Statement

Fiscal Year: 2022 Month: June

Include Fund(s): 1, 2, 3, 5

Fund	Beg. Balance	MTD Actual	YTD Actual
Fund 1			
Revenue Total:	3,156,532.01	1,362.55	3,157,894.56
Expense Total:	3,748,250.59	(590,356.03)	3,157,894.56
Change in Fund 1 Balance:	(591,718.58)	591,718.58	0.00
Fund 2			
Revenue Total:	1,346,257.90	120,766.68	1,467,024.58
Expense Total:	606,132.89	887,289.17	1,493,422.06
Change in Fund 2 Balance:	740,125.01	(766,522.49)	(26,397.48)
Fund 3			
Revenue Total:	298,011.33	59,853.45	357,864.78
Expense Total:	298,011.33	59,853.45	357,864.78
Change in Fund 3 Balance:	0.00	0.00	0.00
Fund 5			
Revenue Total:	47,889.50	41,167.81	89,057.31
Expense Total:	51,413.39	6,412.18	57,825.57
Change in Fund 5 Balance:	(3,523.89)	34,755.63	31,231.74



THE EXPLORIS SCHOOL

Budget Analysis Report

Fiscal Year: 2022 | 6/01/2022 - 6/30/2022

Account	Budget	Period Activity	YTD Activity	Remaining Budget	% Used	EOY Projection
Revenues						
STATE REVENUE	3,093,314.31	1,362.55	3,157,894.56	(64,580.25)	102.09	3,157,894.56
LOCAL REVENUE	1,673,400.00	116,203.89	1,398,777.90	274,622.10	83.59	1,698,575.44
NCACCESS GRANT REVENUE	228,000.00	44,131.72	110,660.10	117,339.90	48.54	110,660.10
FEDERAL REVENUE	192,039.00	15,721.73	247,204.64	(55,165.64)	128.73	247,204.64
FOUNDATION REVENUE	8,900.00	0.00	(95.98)	8,995.98	-1.08	34,978.74
B&A CARE REVENUE	95,000.00	41,167.81	89,057.31	5,942.69	93.74	90,200.00
REVENUE - FIELD TRIPS, CLUBS, ETC.	6,449.00	4,562.79	68,343.11	(61,894.11)	1059.75	68,393.11
Revenues	5,297,102.31	223,150.49	5,071,841.64	225,260.67	95.75	5,407,906.59
Expenses						
Account	Budget	Period Activity	YTD Activity	Remaining Budget	% Used	EOY Projection
SALARIES AND BONUSES	3,021,734.00	241,840.23	2,858,365.01	163,368.99	94.59	2,858,365.01
BENEFITS	634,588.00	51,924.72	644,184.18	(9,596.18)	101.51	644,184.18
BOOKS AND SUPPLIES	80,400.00	1,204.51	79,462.87	937.13	98.83	83,072.65
TECHNOLOGY	92,114.00	5,238.42	114,069.47	(21,955.47)	123.84	118,652.71
NON-CAP EQUIPMENT & LEASES	18,750.00	1,484.28	16,115.32	2,634.68	85.95	16,115.32
CONTRACTED STUDENT SERVICES	85,000.00	19,682.28	82,921.77	2,078.23	97.56	88,907.02
FIELD TRIPS	12,399.00	4,040.60	65,675.90	(53,276.90)	529.69	65,975.90
STAFF DEVELOPMENT	8,000.00	0.00	8,316.25	(316.25)	103.95	8,591.25
ADMIN SERVICES	284,200.00	11,088.93	308,284.57	(24,084.57)	108.47	330,700.99
INSURANCES	38,780.00	0.00	38,252.55	527.45	98.64	38,252.55
FACILITIES	474,784.00	6,375.24	455,807.85	18,976.15	96.00	459,955.55
B&A CARE	55,730.00	6,150.11	54,222.41	1,507.59	97.29	54,222.41
CLUBS	0.00	1,388.27	1,417.07	(1,417.07)		1,417.07
CORONAVIRUS RELIEF FUND EXPENSES	165,376.50	12,782.30	228,062.60	(62,686.10)	137.91	228,062.60
VARIOUS GRANTS - NCACCESS	228,000.00	(0.04)	111,849.53	116,150.47	49.06	111,849.53
Expenses	5,199,855.50	363,199.85	5,067,007.35	132,848.15	97.45	5,108,324.74
SURPLUS/(DEFICIT)	97,246.81	(140,049.36)	4,834.29			299,581.85

THE EXPLORIS SCHOOL

Balance Sheet

Fiscal Year: 2022 | Fiscal Month: June

Include Funds: All

Assets

2.1010.000.000.000.000.00	Cash OP FCIT 6528	471,657.18
2.1011.000.000.000.000.00	Cash - Reserve	938,845.41
2.1180.000.000.000.000.00	Accounts Receivable - Employee	49.68
2.1610.000.000.000.000.00	Prepaid Expenses	24,919.11
2.1610.000.000.160.000.00	Expenses Not Reimb NC ACCESS	5,442.50
2.1611.000.000.000.000.00	Security Deposit	15,658.00
5.1010.000.000.000.000.00	Cash OP FCIT 6528	383,436.63

TOTAL Assets: 1,840,008.51

Liabilities

2.2010.000.000.000.000.00	Accounts Payable	1,183.50
2.2010.000.000.500.000.00	Prior Year Expenses	17,764.79

TOTAL Liabilities: 18,948.29

Reserves and Equity

2.2960.000.000.000.000.00	Fund Equity	1,464,021.07
5.2960.000.000.000.000.00	Fund Equity	352,204.89

TOTAL Reserves and Equity: 1,816,225.96

NET GAIN (LOSS): 4,834.26

TOTAL LIABILITIES / RESERVES / INCOME: 1,840,008.51

6/30/2022 Account Balances	
Bank Account	Balance
The Exploris School Checking	\$952,741.72
The Exploris School Reserves	\$938,872.94
The Exploris School Foundation-Annual Fund	\$105,941.04
The Exploris School Foundation-Capital Campaign	\$542,096.70

Coversheet

Board Business

Section:	II. Meeting Items
Item:	C. Board Business
Purpose:	Discuss
Submitted by:	
Related Material:	DRAFT 2022-2023 The Exploris School Board Meeting Schedule.pdf All Schools_Summer Memo 0722.pdf DRAFT 2022 Board Retreat Agenda .docx.pdf 2021 Board Retreat Agenda .docx.pdf



2022-2023 The Exploris School Board Meeting Schedule

- Meetings are on the 4th Tuesday of each month at 4:30 pm
- This calendar does not include committee work sessions
- The November meeting will likely be committees only unless there is pressing Board business

Month	Date	Notes
July	7/28/22	New Board terms begin
BOARD RETREAT	TBD on Sat. Sept. 10, Sept. 17, or Sept.24	Onboarding and Orientation for all members
August	Aug. 25th	
September	Sept. 22th	
October	Oct. 27th	
November	No meeting	Thanksgiving week (Traditionally only committees meet this month; a full Board mtg can be called if needed.)
December	Dec. 15th	Moved one week early to account for Exploris's closure for winter break
January	Jan. 25th	
February	Feb. 22nd	
March	Mar. 22nd	
April	April 27th	
May	May 25th	
June	June 22nd	
July	*TBD	



NORTH CAROLINA DEPARTMENT OF PUBLIC INSTRUCTION

Catherine Truitt, *Superintendent of Public Instruction*

www.dpi.nc.gov

MEMORANDUM

Re: Compliance Reminders – Summer Housekeeping

July 21, 2022

VIA EMAIL

To: NC Charter School Leaders and Board Chairs

From: Ms. Ashley Baquero, Interim Director, NCDPI Office of Charter Schools

The Office of Charter Schools knows that the summer is often a time for brainstorming and planning for the next school year. Our charter school community continues to grow across the state, and leadership and board members often transition. Going forward, we plan to send periodic reminders and updates to ensure school leadership and school boards understand some of the basic compliance and communication requirements and/or best practices for NC charter schools. Please see attached a list of reminders and best practices for the most common areas of noncompliance or misunderstanding. Reach out to the Office of Charter Schools (ocs@dpi.nc.gov) with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashley Baquero".

Ashley Baquero

OFFICE OF CHARTER SCHOOLS

Ashley Baquero, Interim Executive Director | Ashley.baquero@dpi.nc.gov
6307 Mail Service Center, Raleigh, North Carolina 27699-6307 | (984) 236-2700

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

Powered by BoardOnTrack

Summer Memo – All Charters

page 2

July 22, 2022

Compliance Reminders – Summer Housekeeping

- ✓ Please ensure **Epicenter** is up to date with current Board Member and School information. This includes lead staff information, board member names/contact/term, school name, contact information, etc. Reach out to Joseph.Letterio@dpi.nc.gov with assistance with Epicenter. Epicenter also has a plethora of [support resources](#) online.
- ✓ **Teacher Licensure** - Per statute, at least fifty percent (50%) of teachers shall hold teacher licenses. All teachers who are teaching in the core subject areas of mathematics, science, social studies, and language arts shall be college graduates. School leadership should keep track of licensure status of teachers. Exceptional children's teachers/directors **must be** licensed in Exceptional Children.
- ✓ **Conflict of interest** – Per your charter agreement, the Nonprofit board of directors shall adopt and ensure compliance with a conflict of interest and anti-nepotism policy. Review the full conflict of interest section in your charter agreement, section 4.3. Please ensure you understand federal conflict of interest requirements which may vary depending on source of federal funding and specific grant programs.
- ✓ **Hiring due diligence** – Ensure your hiring plans and procedures are designed to prevent improper hiring from occurring. This plan should include a process to review the [SBE Revoked License](#) lists for all employees as well as a thorough background check for all employees. The background check should mirror the LEA.
- ✓ Please ensure that your board is aware of all [open meetings requirements](#). Board meetings must be noticed properly, and board meetings must be open to the public. Board notice, agendas, and all meeting minutes should be published on the school's website. Additionally, it is good practice to have board member contact information on the website. Board members should have a board-related email account, not a personal account, for board business.
- ✓ **Governance training** is recommended for boards annually. In addition, it is best practice to have a strong onboarding plan and run criminal background checks for new board members.
- ✓ Charter schools and boards are governed by the General Statutes, [Article 14A](#). It's important to understand the basic statutory requirements and OCS recommends schools and boards engage with counsel to ensure compliance.
- ✓ Charter school high schools must be aware of all **graduation and transcript requirements**. Please keep apprised of the SBE policy governing [graduation requirements](#) and of any information sent out regarding transcripts such as the [2020 memo regarding GPA and grade scale automation](#).



The Exploris School Board Retreat 2022

- Saturday, TBD
- 8:30 am- 4:00 pm. A light breakfast and lunch will be served
- Middle and Elementary School campus at 401 Hillsborough St and 17 S. Swain St in Raleigh
- Please bring a laptop or tablet for some of our activities

GOALS: HEART & MINDS Participants should leave with:

1. Understanding of the school's mission, vision, values, strengths, and upcoming challenges
2. Energy and excitement for the work at Exploris
3. Tools and knowledge of your role and responsibility as a Board member
4. Working relationships with fellow Board members and Leadership

TIME	ACTIVITY	FACILITATOR	LOCATION
8:30	Arrival & Agenda	Deb	
8:45	Student led and/or self-guided tours	Student ambassadors	
9:15	Board Member "Crew"	School Staff	
9:30	Introductions	Deb	
10:00	<ul style="list-style-type: none"> • What does it mean to be a board member? (Board roles vs. school staff roles) • Using the Board on Track platform • Completing the Board Assessment 	Board on Track Resources Tom Miller?	
10:30	Break		
10:45	Scenarios Planning	Deb & Governance	
11:30	Committee Organizing	all	
11:45	Lunch & Photos for website	all	
12:30	Strategic Planning: Shared Vision Kaizen Work Crucial Conversations trainings	Kaizen, Educational Excellence	
2:30	Break		
2:45	Committee Organizing and Group Work	all	
3:45	Closing Circle		



The Exploris School Board Retreat 2021

- Saturday, September 25th
- 8:30 am- 4:00 pm. A light breakfast and lunch will be served
- Elementary School campus at 17 S. Swain St in Raleigh
- 5th grade classroom
- Please bring a laptop or tablet for some of our activities

GOALS: HEART & MINDS Participants should leave with energy and excitement for the work at Exploris and the tools and knowledge to do this job well

TIME	ACTIVITY	FACILITATOR	LOCATION
8:30	Arrival & Agenda	Deb	5th Grade
8:45	Student led tours	Student ambassadors	ES Campus
9:15	Board Member "Crew"	School Staff	Multi-purpose room
9:30	Introductions	Deb	5th grade
10:00	<ul style="list-style-type: none"> • What does it mean to be a board member? (Board roles vs. school staff roles) • Using the Board on Track platform • Completing the Board Assessment 	Board on Track Resources	5th grade
10:30	Break		
10:45	Funding 101: where does our money come from?	Cory Draughon from Charter Success Partners and Michelle Duncan, Exploris Counselor and Student Services Coordinator	5th grade and outside
11:30	Introduction to Committee Work	Deb	5th and outside
11:45	Lunch & Photos for website	all	served in MP room; picnic tables open outdoors for eating
12:30	Strategic Planning: Shared Vision Kaizen Work IES	Michelle Parkerson Cori & Ashley Tina Bennefield	5th grade
2:30	Break		
2:45	Committee Organizing and Group Work	all	
3:45	Closing Circle	School Staff	