

**LINK COMMUNITY CHARTER SCHOOL
BOARD OF TRUSTEES MEETING
Minutes of the Special Board Meeting
June 29, 2020, 6:30 pm
VIA TELECONFERENCE**

CALL TO ORDER

This meeting was called to order at 6:34 pm.

OPEN PUBLIC MEETINGS NOTICE: READING OF THE “SUNSHINE LAW” STATEMENT

Adequate notice of this meeting of the LCCS Board of Trustees, setting forth time, date and location, was provided by placing a notice with the New Jersey *Star Ledge* and *nj.com*, *El Nuevo Coqui*, *Irvington Herald*, *East Orange Record*, *Orange Transcript* and *Essex Daily News* on June 11, 2020 by emails to the city clerks of the four districts of residence and the county superintendent of education on June 11, 2020, by posting notice on the school website, and by communicating same to the Board of Trustees.

ROLL CALL

Member	Present By Phone	Absent
Covington, Regina	√	
Daughtry, Brenda	√	
Ebanks, Shawna	√	
Holguin-Veras, Susana	√	
Marshall, Richard	√	
Petrillo, John	√	
Purefoy, Frances	√	
Smith, Denise	√	

IN ATTENDANCE: NON-VOTING STAFF/BOARD ATTORNEY

Maria Pilar Paradiso, head of school
Sharon Machrone, board recording secretary
Bima Baje, school business administrator
Leslie Baynes, chief operating officer
Christine Martinez, Esq., board attorney

APPROVAL OF AGENDA

Resolution #062920-01: Be it Resolved that the Board of Trustees accepts and approves the agenda for the meeting on June 29, 2020.

Moved by Mrs. Smith

Seconded by: Mr. Petrillo

Discussion: None

Vote: Voice; passed unanimously

PUBLIC COMMENT

During the course of the board meeting the Board of Trustees offers members of the public an opportunity to address issues regarding the operation of LCCS. The Board reminds those individuals to take this opportunity to identify themselves by name and address and to limit their comments to items listed on the agenda and/or items directly related to the operation of the LCCS. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered, and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees of the Board are

discouraged and will not be responded to by the Board. Students and employees have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility, nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments. Comments by each member of the public choosing to speak are limited to 3 minutes.

CLOSING OF PUBLIC COMMENT

Since there was no public present, the chair closed public comments.

ACKNOWLEDGMENT OF CORRESPONDENCE

None.

OATH OF OFFICE, administered by board attorney

The Oath of Office was administered to Susana Holguin-Veras who was re-elected to a three year term at the June 8, 2020 annual board meeting

PRESENTAION: Preliminary Conversation about Reopening Schools, Mrs. Paradiso

HEAD OF SCHOOL EVALUATION

The state has provided an extension to the due date for the head of school evaluation until July 30, 2020, so Mrs. Paradiso and the board will complete this before the July 13th board meeting.

OLD BUSINESS

None.

NEW BUSINESS

Approval of head of school contract

Resolution #062920-02: Be it Resolved that the Board of Trustees approves the attached contract for Maria Pilar Paradiso for period July 1, 2020 through June 30, 2022, as recommended by the Governance Committee.

Moved by Mrs. Smith

Seconded by Mr. Petrillo

Discussion: None

Vote: Roll call; passed unanimously

Approval to accept funds

Resolution #062920-03: Be it Resolved that the Board of Trustees approves the acceptance of funds from the Federal Cares Act, Elementary and Secondary Schools Emergency Relief Fund, in the amount of \$116,132, as recommended by the school business administrator.

Moved by Mrs. Smith

Seconded by Mrs. Covington

Discussion: None

Vote: Roll call; passed unanimously

Approval of contract for school physician

Resolution #062920-04: Be it Resolved that the Board of Trustees approves the attached contract for Kia C. Grundy, MD, as school physician/medical inspector for the 2020-2021 school year, as recommended by the head of school.

Moved by Mrs. Smith

Seconded by Mrs. Purefoy

Discussion: None

Vote: Roll call; passed unanimously

Approval to advertise for vendor services

Resolution #062920-05: Be it Resolved that the Board of Trustees approves advertising for technology, custodial, and security services for the 2020-21 school year, as recommended by school business administrator.

Moved by Mrs. Smith

Seconded by Mrs. Purefoy

Discussion: None

Vote: Roll call; passed unanimously

Approval to accept gift

Resolution #062920-06: Be it Resolved that the Board of Trustees accepts the gift of \$430.00 from Network for Good, as recommended by the head of school.

Moved by Mrs. Covington

Seconded by Mrs. Smith

Discussion: Asked what Network for Good is, Maria Paradiso responded it is a “pass through” site for Facebook campaigns and this gift was a campaign started on behalf of the school.

Vote: Roll call; passed unanimously

Approval of changes to summer programming staff

Resolution #062920-07: Be it Resolved that the Board of Trustees approves the following changes to the summer programming personnel list, approved at the Board meeting on June 8, 2020, as recommended by the head of school. (Additions and changes are in bold type.)

Name	Position, Program	Salary
Jeffery Locklear	5 th Grade Math, 2 teams	\$5,500
Amanda Voorhees	5 th Grade Math, 2 teams	\$5,500
Triniti Brodi	5 th Grade ELA, 2 teams	\$5,500
Natasha Valentin	5 th Grade ELA, 2 teams	\$5,500
Asha Alston	6 th Grade ELA, 2 teams	\$4,500
Annie Gunther	6 th Grade Math, 2 teams	\$4,500
James Clauberg	7 th Grade Math, 1 team	\$3,000
Annie Tannella	8 th Grade Math, 1 team	\$3,000
Rey Correa	7 th and 8 th Grade ELA, 2 teams	\$4,500
Sarah Freer	6 th Grade Special Education (ELA & Math)	\$4,500
Chris Lynskey	7 th and 8 th Grade Special Education (ELA & Math)	\$4,500
Hannah Kennedy	Summer Director	\$7,000
Karen Hannah	Nurse and Meal Delivery	\$3,500
Erika Turner	Social Worker	\$5,500
Gwen Howard	Enrichment Teacher: 6 th , 7 th , 8 th Digital Arts	\$1,700
Wayne Bragg	Program Aide (technology/meals)	\$2,500
Chris Kennedy	Meal/supply delivery (5 times)	\$500
Jazz House Kids, Lisette Santiago	Enrichment Teacher: 6 th , 7 th , 8 th Music	\$1,700
Streams of Creativity, Sahirah Johnson	Enrichment Teacher: 6 th , 7 th , 8 th Performing Arts	\$1,700
Project U.S.E.	Enrichment Teacher: 5 th Grade Virtual Outdoor Adventure	\$2,500
Newark Yoga Movement	Enrichment Teacher: 5 th Grade Yoga	\$1,000
Newark School of the Arts	Enrichment Teacher: 6 th , 7 th , 8 th Arts Classes	\$850

Moved by Mrs. Smith

Seconded by Mrs. Covington

Discussion: Mrs. Paradiso explained that the changes (in bold) reflect the increase in the number of 6, 7, and 8th graders enrolled in the program and finalization of all program components.

Vote: Roll call; passed unanimously

Approval of hiring for summer work

Resolution #062920-08: Be it Resolved that the Board of Trustees approves the hiring of the following individuals during the summer of 2020 to engage in content area planning in preparation for the 2020-2021 school year, as recommended by the head of school.

Name	Position	Salary
Danielle Perrotta	Math Leadership, Curriculum, Coaching, PD	\$6,000
Kelly Start	History/SS Curriculum Development	20 hours at \$35/hr.
Natasha Valentin	History/SS Curriculum Development	20 hours at \$35/hr.
Jennifer Kutch	Science Curriculum Development	20 hours at \$35/hr.

Moved by Mrs. Smith
 Seconded by Mrs. Purefoy
 Discussion: None
 Vote: Roll call; passed unanimously

ANNOUNCEMENTS

Mrs. Paradiso mentioned the Class of 2020 virtual graduation program that is viewable online.

The next regularly scheduled board meeting will be held on Monday, July 13, 2020.

MOTION TO ADJOURN THE MEETING

Moved by Mrs. Smith
 Seconded by Mrs. Purefoy
 Discussion: None
 Vote: Voice; passed unanimously

The meeting ended at 7:19pm.

These minutes represent a record of the actions taken by the Board of Trustees during the meetings and a summary of the discussions that took place. The minutes are not intended to be, nor are they, a verbatim record of the discussion on a particular item.

Respectfully submitted,



Sharon F. Machrone, Board Recording Secretary

Date: June 29, 2020

Approved by the Link Community Charter School Board of Trustees: July 13, 2020

AGREEMENT FOR SCHOOL PHYSICIAN SERVICES

THIS AGREEMENT FOR SCHOOL PHYSICIAN SERVICES (the “Agreement”) is made as of July 1, 2020, by and between Kia Calhoun Grundy, M.D., F.A.A.P. (“Physician”) and the Link Community Charter School (the School”) named on the last page of this Agreement.

WHEREAS, Physician is a physician licensed to practice medicine and surgery in the state of New Jersey and is Board Certified in Pediatrics and qualified to provide School Health Services (as defined below);

WHEREAS, pursuant to State law, the School requires the services of a physician to provide School Health Services as set forth below;

WHEREAS, in consideration of the above referenced benefits and further in consideration of the covenants and continuous performance of the Physician herein recited, School has determined to enter into this Agreement with Physician to provide School Health Services.

NOW, THEREFORE, in consideration of, and in reliance upon, the truthfulness of the foregoing recitals, and the mutual covenants and performances herein set forth, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Engagement.** Link Community School hereby engages Physician to perform the duties described below in accordance with the terms and conditions set forth in this Agreement.

2. **Representation, Warranties and Covenants of Physician.**

(a) **Qualifications.**

(i) Physician represents and warrants that the Physician shall be, throughout the term of this Agreement: (A) duly licensed and in good standing to practice medicine and surgery without restriction or limitation in the State of New Jersey; (B) Board Certified in Pediatrics; and (C) in possession of a valid registration from the federal Drug Enforcement Administration.

(ii) Physician represents and warrants that Physician has never been: (A) convicted of (I) any offense related to the delivery of an item or service under a governmental or government-supported health care program, (II) a criminal offense relating to neglect or abuse of patients in connection with the delivery of a health care item or service, (III) fraud, theft, embezzlement or other financial misconduct in connection with the delivery of a health care item or service, (IV) obstructing an investigation of any crime referred to in (I) through (III) above, or (V) unlawful manufacture, distribution, prescription, or dispensing of a controlled substance; (B) required to pay any civil monetary penalty under § 1128A of the Social Security Act, or the subject of any proceeding that may result in such a payment; or (C) excluded from participation in any governmental or government-supported health care program.

(b) **Performance of Duties.** Physician represents and warrants that Physician shall perform and fulfill those duties and responsibilities listed on **Schedule A** attached hereto and such other duties and responsibilities as Charter School and Physician may agree upon from time to time (the “School Health Services”). The Physician, with the input and direction of the School, will be allowed to arrange the schedule of the Physician. **In performing the School**

Health Services, the Physician shall be administratively responsible to Administrator of the School.

(c) Standards. Physician represents and warrants that Physician shall use her best efforts to provide the School Health Services and to perform all of the duties required of the Physician under this Agreement diligently, faithfully and prudently and in such a manner as to ensure that the provision of services is in accordance with all applicable statutes, regulations, rules, standards, guidelines and directives of all federal, state, local and other public or private bodies, including third-party payors, and to promote the best interests of the School. All the obligations of the Physician shall be subject to any and all legal obligations applicable to a physician the standards of good medical practice.

(d) Limitations on Physician's Duties. Physician represents and warrants that Physician shall not have the authority to enter into or terminate contracts, purchase or enter into any lease of capital assets, or negotiate on behalf of School.

3. Compensation. For and in consideration of the performance of the duties and responsibilities outlined above, The School shall pay Physician a flat rate of Three Thousand Dollars (\$3,000) for eight (8) hours of service during the school year. Such payment shall be made at the time the contract is executed .If more than 8 hours of time is required of physician, School agrees to pay Physician at an hourly rate of \$500.00. Payment beyond the flat rate shall be paid monthly so long as Physician submits invoices for services rendered in the prior month.

4. Working Environment. The School will provide or arrange for, the space, equipment, furnishings and supplies as Link Community School reasonably determines necessary for Physician to provide those School Health Services required under this Agreement. The School shall employ or otherwise contract for non-physician personnel, including nurses and support staff, reasonably required to assist Physician in providing the School Health Services under this Agreement.

5. Term and Termination.

(a) Term. This Agreement shall be effective as of July 1, 2020 ("Effective Date"), and shall remain in effect until June 30, 2021.

(b) Termination.

(i) **Either party may terminate this Agreement without cause at any time upon thirty (30) days prior written notice to the other party.**

(ii) Either party may terminate this Agreement upon the failure of the other party to cure a breach of any of its material obligations hereunder within thirty (30) days after having received notice of the breach from the non-breaching party.

6. **Insurance.** Physician shall maintain at all times, at her own expense, professional liability (malpractice) insurance coverage on behalf Physician in the minimum amounts of One Million Dollars (\$1,000,000) per medical incident and Three Million Dollars (\$3,000,000) in the annual aggregate. Physician will provide School with certificates of insurance evidencing such coverage. Physician will provide the School with thirty (30) days prior written notice of the cancellation or reduction of such insurance coverage.

7. **Miscellaneous.**

(a) **Medical and Other Records.** The School shall have exclusive ownership and right of control of any and all medical or other records, reports, and supporting documents prepared in connection with the provision of the School Health Services hereunder or the provision of professional services to any student served by Physician. Physician shall maintain be provided with a copy of all such records, reports, and documents related to treatment of any student in accordance with all applicable rules, regulations, statutes, and professional standards. During the term hereof, Physician shall have access to and the right to make copies of all such records in order to fulfill their obligations and exercise their rights hereunder and as may be reasonably required in connection with any investigation, claim, or action to which Physician may be a party pursuant to services provided under this Agreement. The obligation to maintain the confidentiality of such records shall survive termination of this Agreement.

(b) **Confidentiality of Records.** Physician shall maintain the confidentiality of all files and records, including patient records, disclosing the same only as required by law or directed by the School in any particular instance. Furthermore, Physician shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as may be amended from time to time, and the corresponding HIPAA regulations related to the confidentiality and security of patient health information. Physician shall also comply with the confidentiality of pupil records as set forth in Board Policy as well as the Family Educational Rights and Privacy Act (FERPA) as well as all other applicable State and federal laws/regulations affecting school districts and confidentiality of students’ records.

(c) **Independent Contractors.** It is the intent of the parties hereto that Physician shall be considered an independent contractor of Physician. The parties acknowledge and agree that Physician shall not be under the apparent or actual direction or control of the School, except as required by law. Nothing in this Agreement will be construed to create a partnership, joint venture, association or other affiliation between Physician and the School, it being specifically agreed that their relationship is and will remain that of independent parties to a contractual relationship as set forth herein. The School shall have no duty hereunder to withhold income taxes or pay Social Security or unemployment taxes for Physician and Physician shall not be entitled to any salary or other compensation from the School or to any employee benefits provided by the School to its own agents and employees.

(d) **Intellectual Property.** All forms and documents provided by Physician to the School in connection with this Agreement shall remain the intellectual property (“Intellectual Property”) of Physician. Physician shall mark each form and/or documents with Copyright Kia Grundy, MD - All rights reserved. Upon termination of this Agreement, the School will discontinue use of any Intellectual Property belonging to Physician. All forms and documents provided by the School to Physician in connection with this Agreement shall remain the Intellectual Property of the School. The School shall mark each form and/or documents with Copyright the School - All rights reserved. Upon termination of this Agreement, Physician will discontinue use of any Intellectual Property belonging to the School.

(e) **Modification and Waiver.** This Agreement may be amended, modified, superseded, canceled, renewed or extended and the terms hereof may be waived only by a

written instrument executed by both parties hereto. No such amendment, postponement or waiver shall be deemed to extend to any prior or subsequent matter, whether or not similar to the subject matter of such amendment, postponement or waiver. The waiver by either party hereto of a breach or violation of any provision of this Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or another provision hereof.

(f) Assignment. This Agreement, being intended to secure the School Health Services, shall not in any manner be assigned, delegated, or transferred (by operation of law or otherwise) by the School or Physician without the prior written consent of the other.

(g) Binding Nature of Agreement. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(h) Severability. If any provision of this Agreement is determined by a competent tribunal to be invalid or unenforceable for any reason, the remainder of this Agreement will be unaffected by such determination and will remain in full force and effect. If any provision of this Agreement is adjudged by a competent tribunal to be invalid or unenforceable in part, such provision will be deemed modified to the extent necessary to make it enforceable.

(i) Notices. Any notice required to be given hereunder will be in writing and will be deemed to have been given if either personally delivered or sent by facsimile, recognized overnight delivery service, or certified mail (return receipt requested) and addressed to the other party at the address listed below:

If to Physician:

Kia Grundy, M.D., F.A.A.P.
2604 Eleanor Terrace
Union, New Jersey

If to the School:

The address listed on the last page of this Agreement

Notice sent via personal delivery, facsimile or overnight delivery service shall be effective upon receipt and notices sent via certified mail shall be effective three (3) days after deposit in the U.S. Mail, postage prepaid.

(j) Communicable Disease. The School will notify Physician of any communicable disease known to be present in the schools.

(k) Affirmative Action. The School and Physician comply with the affirmative actions requirements of the State of New Jersey, P.L. 1975, c. 127 codified at N.J.A.C. 17:27-1 et seq., including mandatory contract language.

(l) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule. The parties acknowledge that the courts of the State of New Jersey constitute the proper forum for resolving any dispute arising under this Agreement and hereby consent to the exercise of jurisdiction over the parties by the courts of the State of New Jersey.

(m) Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties, and supersedes any and all prior or contemporaneous agreements, arrangements and understandings, relating to the matters provided for herein.

(n) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PHYSICIAN

By: _____
Kia Calhoun Grundy, M.D., F.A.A.P.

LINK COMMUNITY CHARTER SCHOOL

By: _____
Name: Maria Pilar Paradiso
Title: Head of School

Address of the School: 23 Pennsylvania Ave, Newark, NJ 07114

SCHEDULE A

A. Physician shall, at the request of the Head of School or his/her designee, examine students:

1. to learn whether they are suffering from any physical defect, whether they have contracted a contagious disease, whether they are under the influence of a controlled dangerous substance, whether they evidence departure from normal health, and whether their presence in school is detrimental to the health or cleanliness of other students; and

2. to determine the students' fitness to participate in any health, safety and physical education course, program or activity offered by the Board.

3. to determine whether students have Scoliosis when screenings are required

The results of each examination shall be recorded upon a form recommended by the Commissioner of Education.

B. Physician shall direct the professional duties or activities of the school nurse(s) and/or school health aides, and shall compile and issue regulations governing professional techniques, the conduct of inspections or tests and the administration of treatment as well as act as a consultant with the development and implementation of policies relative to the provision of health services including the nursing services plan.

C. Physician shall advise the Board, the administration and teaching staff, parent/guardians on issues relating to the promotion of health, the prevention of disease and the detection of communicable diseases.

D. Physician shall participate in professional development workshops as requested.

E. Physician shall be available by phone for emergency consultation concerning outbreaks and other emergency situations.

F. Physician shall at all times comply with the rules and regulations of the local Board of Health, the State Department of Health and the State Department of Education which relate to the sanitation of public grounds and buildings, and the prevention and control of communicable diseases.

G. Physician shall perform all other work as determined by the School to be necessary to the delivery of student health services at flat rate of \$3000 for the school year.

CONTRACT OF EMPLOYMENT

This Agreement made this _____ day of June 2020, between

LINK COMMUNITY CHARTER SCHOOL BOARD TRUSTEES

in Essex County (hereinafter “the Board”)

with offices located at 23 Pennsylvania Avenue, Newark, New Jersey 07114

and

MARIA PARADISO (hereinafter “the Head of School”)

residing at 622 Riverside Drive, Cranford, NJ 07016

PREAMBLE

WITNESSETH

WHEREAS, the Board desires to employ the Head of School as the Chief School Administrator of the Link Community Charter School (hereinafter “LCCS”); and,

WHEREAS, Head of School desires to be so employed; and,

WHEREAS, the Board desires to provide the Head of School with a written employment contract in order to enhance administrative stability and continuity within the LCCS, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Head of School believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the LCCS; and,

NOW THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Maria Paradiso as Head of School for the period of July 1, 2020 through 11:59 p.m. on June 30, 2022.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Head of School does not currently possess a New Jersey standard school administrator or supervisor certificate or a New Jersey standard or provisional principal certificate in accordance with *N.J.A.C. 6A:9B-12.4* and *N.J.A.C. 6A:9B-12.6*. The parties further acknowledge that the Head of School possesses substantial experience and expertise in the area of school leadership. The Board of Trustees further acknowledges that it has made its selection based on the Head of School's substantial experience and expertise in all areas of school leadership, specifically her 5 years holding the Head of School position in an independent school that provided the basis for conversion, where certification is not required and hands on experience with all vital functions was had, and her past 6 years as Head of School of Link Community Charter School.

The Head of School will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept in the Head of School's personnel file.

ARTICLE III

DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Head of School hereby agrees to the following:

A. To perform faithfully the duties of Head of School for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies, and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Head of School, is incorporated by reference into this Contract.

B. To devote the Head of School's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. Should the Head of School choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in LCCS, she shall retain any honoraria paid. The Head of School shall notify the Board President in the event she is going to be away from the LCCS on LCCS business for two (2) or more days in any week. Any time away from the LCCS that is not for LCCS business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Head of School's position require her to work long and irregular hours, and occasionally may require that she attend to LCCS business outside of the LCCS.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her.

F. To assume responsibility for the administration of the affairs of the LCCS, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Head of School, or by staff, at the Head of School's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Head of School shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Head of School notifying her that her employment will be discussed in closed session, and the Head of School had not requested that the meetings be conducted in public, or where the Head of School has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the LCCS.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the LCCS.

I. The Head of School shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

J. To perform all duties incident to the Office of the Head of School and such other duties as may be prescribed by the Board from time to time. The Head of School shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as LCCS policies and regulations.

ARTICLE IV

SALARY AND BENEFITS

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of a written amendment, signed by both parties, and shall become part of this Employment Contract, but it shall not be deemed that the Board and Head of School have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Head of School's compensation:

a. The Board shall pay the Head of School an annual salary of One Hundred Forty-Seven Thousand Seven Hundred Ninety-Four Dollars (\$147,794.00) for the 2020-2021 and the 2021-2022 school years. This annual salary rate shall be paid to the Head of School in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2022 (the final day of this Contract) unless the parties have agreed to a contract extension. The terms of the extension will govern all increases to take effect after July 1, 2022. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

B. Sick leave. The Head of School shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, 48 days of unused sick days will be reimbursed, at the rate of \$480.00 per day (1/260 x annual salary), with a minimum 5 years continuous service in the LCCS. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed the greater of 48 days and/or \$18,000.00.

1. Supplemental compensation from accrued but unused sick leave shall not

exceed \$18,000.

C. Professional Membership. The Head of School shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Essex County Administrators Association and/or other organizations deemed important by the Head of School and the Board not to exceed \$5,000.00. The Head of School also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to \$5,000.00, and similar expenses which she may incur while discharging the duties of Head of School in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12* and *N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Head of School shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA, as well as the annual forum for Schools that Can (STC).

The Head of School may attend the "New Head of School's Academy" sponsored by the New Jersey Association of School Administrators at Board expense. The Board shall pay all fees and costs associated with attendance of the Academy. The Board shall pay all costs and fees for the Head of School to complete state-mandated mentoring. The Board shall pay all costs and fees associated with any state-mandated continuing education.

D. Professional Publications. The Head of School may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall offer the Head of School individual or family health benefits coverage. If accepted, the Head of School shall contribute a portion of the premium costs for all such coverages set forth in Tier Four of Chapter 78, *P.L.* 2011 (passed as Senate No. 2937) and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with LCCS employees. The premium contribution shall be paid by the Head of School through payroll deduction.

F. Vacation Leave:

1. The Head of School shall be entitled to an annual vacation of 20 working days per year, prorated. All of the vacation days shall be available for the Head of School's use on July 1st of each year of the Contract.

2. The Head of School shall take her vacation time after giving the Board President reasonable notice. LCCS vacations do not constitute time off for the Head of School, unless she uses her leave time or unless those days are specifically set forth in this Contract. The Head of School may take vacation days during the school year, upon notice to the Board President. The Head of School is expected to attend to the business of the LCCS as required for the smooth and efficient operation of the LCCS. The Head of School shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Head of School to take her full vacation allotment each year; however, not more than ten (10) vacation days may be carried over by the Head of School from year to year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. In the event that the Head of School's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated basis of 2 days accrued per month. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Head of School daily rate of pay, based upon a 260-day work year, following her last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Head of School to use her full vacation entitlement.

G. Holiday Leave. The Head of School shall be entitled to the following holidays: Labor Day, Thanksgiving and Day after Thanksgiving, Winter Recess (including from December 24 to New Year's Day), Good Friday, Spring Recess, and Memorial Day. If the Head of School works on a holiday(s), then the Head of School shall receive the equivalent number of holiday(s) worked as vacation days.

H. Personal Leave. The Head of School shall be entitled to 3 personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected in writing filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.

I. Mileage Reimbursement. The Head of School shall be paid a reasonable allowance of \$100.00 per month as reimbursement for use of her vehicle in performance of her duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

J. Cell Phone Reimbursement. The Head of School shall be paid a reasonable allowance of \$100 per month as reimbursement for use of her cell phone in performance of her

duties.

K. Attendance Record. The Head of School shall be responsible for providing written notice in advance of the time off, as set forth herein, or immediately upon her return to the LCCS in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Head of School and Board President shall periodically review the Head of School's attendance record to assure correctness.

L. Tuition Reimbursement. The Board shall reimburse the Head of School for tuition costs incurred for graduate level courses at an accredited institution of higher education that are part of a formal program of studies leading to the awarding of a Master's Degree or a Doctoral Degree in an area or discipline judged to be of benefit to the Board. The Head of School shall seek Board approval prior to enrolling in any graduate course of study for which reimbursement is sought.

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Head of School at least once a year in accordance with statutes, regulations and Board policy relating to Head of School evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Head of School, and the Head of School and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Head of School's performance where a *Rice* notice has been served upon the Head of School, giving notice that the Head of School's employment will be discussed in closed session, and the Head of School has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the LCCS, which shall include encouragement of student achievement, the responsibilities of the Head of School as set

forth in the job description for the position of Head of School, the LCCS's placement on the NJQSAC continuum (with respect to those DPRs that are within the Head of School's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Head of School is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Head of School shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Head of School's personnel file upon the Head of School's request. On or before June 1st of each year of this Employment Contract, the Head of School and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board no later than April 30th of each year of this Contract. The Head of School shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the LCCS's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Head of School is evaluated, as hereinafter provided. On, or prior to, June 1st of each succeeding school year, the parties will meet to establish the LCCS's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

C. The parties also agree that the Board shall not hold any discussions regarding the Head of School's employment, unless the Head of School is given written notice at least 48 hours

in advance. In addition, the Board shall not hold any discussions with regard to the Head of School's performance, or that may adversely affect the Head of School's employment, in public session, unless the Head of School requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Head of School's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

1. forfeiture under *N.J.S.A. 2C:51-2*;
2. mutual agreement of the parties;
3. notification in writing by the Board to the Head of School, at least 120

calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or

4. misrepresentation of employment history, educational and professional credentials, and criminal background.

B. In the event the Head of School is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C:51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Head of School may terminate this Employment Contract upon at least 180 calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Head of School shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs A., B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Head of School of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

ARTICLE VII

RENEWAL-NON RENEWAL

This Employment Contract shall not automatically renew.

ARTICLE VIII

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX

SAVINGS CLAUSE

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

The Head of School shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Head of School shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed.

No material derogatory to the Head of School's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Head of School shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Head of School shall also have the right to submit a written answer to such material.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

Head of School

Board of Trustees

Maria Paradiso

Brenda Daughtry, Chairperson

Date: _____

Date: _____

WITNESS:

WITNESS:
