

**LINK COMMUNITY CHARTER SCHOOL
BOARD OF TRUSTEES MEETING
September 27, 2021, 6:30 PM
In-Person and Via Zoom
Link Community Charter School
23 Pennsylvania Avenue, Newark, New Jersey 07114**

LINK COMMUNITY CHARTER SCHOOL MISSION

Link Community Charter School will provide an outstanding elementary and middle school education for learners of all academic abilities by developing the mind, body and spirit through a strong curriculum, experiential learning, immersion in the arts, and an enduring commitment to Core Values; this will allow them to be successful in competitive high schools and become responsible and resourceful citizens who give back to others

CALL TO ORDER

This meeting was called to order at 6:39pm by Mrs. Brenda Daughtry, Board Chair.

FLAG SALUTE

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 Ledger* and *nj.com*, *Irvington Herald*, *East Orange Record*, *Orange Transcript*, and *Essex Daily News* on September 15, 2021; by email to the city clerks of the four districts of residence and the county superintendent of education on September 15, 2021; by posting notice on the school website; and by communicating same to the Board of Trustees.

ROLL CALL

Member	Present	Absent
Barkley, Ms.	√	
Covington, Mrs.	√	
Daughtry, Mrs.	√	
Ebanks, Ms.	√	
Holguin-Veras, Mrs.	√	
Marshall, Mr.	√	
Petrillo, Mr.	√	
Smith, Mrs.	√	

IN ATTENDANCE: NON-VOTING STAFF/Board Attorney

Maria Pilar Paradiso, Head of School
Debbie Paczkowski, Board Recording Secretary
Bima Baje, School Business Administrator
Leslie Baynes, Chief Operating Officer
Christine Martinez, Esq., Board Attorney
Sharon Machrone, Director of Communications

APPROVAL OF MINUTES

Resolution #092721-01: Be it Resolved that the Board of Trustees accepts and approves the minutes of the regular meeting held on September 13, 2021.

Moved by Mrs. Smith

Second by Ms. Barkley

Vote: Voice; passed unanimously

APPROVAL OF AGENDA

Resolution #092721-02: Be it Resolved that the Board of Trustees accepts and approves the agenda for the regular meeting on September 27, 2021.

Moved by Mrs. Smith

Second by Ms. Barkley

Vote: Voice; passed unanimously

PRESENTATION

None

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

Seeing no members of the public, Mrs. Daughtry closed the public comment portion of this meeting.

ACKNOWLEDGMENT OF CORRESPONDENCE

None

HEAD OF SCHOOL

- **School Update**

See attached report

- **Approval of stipends**

Resolution #092721-03: Be it Resolved that the Board of Trustees approves the following stipends for additional instructional responsibilities for the 2021-2022 school year, as recommended by the head of school.

Name	Title	Stipend
James Clauberg	Math teacher, grade 7	\$10,000
Annie Tanella	Math teacher, grade 8	\$10,000
Claire Snyder	ELA teacher, grade 8	\$10,000

Moved by Mrs. Smith

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

- **Approval of after school learning acceleration program**

Resolution #092721-04: Be it Resolved that the Board of Trustees approves the following contract with Catapult Learning for an after-school learning acceleration program on Friday's beginning October 15, 2021, for up to \$130,000 pending charted fees with a program calendar for the 2021-2022 school year, as recommended by the head of school.

Moved by Mrs. Smith

Second by Ms. Ebanks

Discussion: None

Vote: Roll Call; passed unanimously

- **Approval of additional elective classes**

Resolution #092721-05: Be it Resolved that the Board of Trustees approves the following additional elective classes for the 1st quarter of the 2021-2022 school year, as recommended by the head of school.

Name	Affiliation	Class	Funded by
Terdo Nwaoduh	None	All about Hair	LEP
Aria Rogers	Glass Roots	Mosaic Designs	LEP
Alex Izebu	Newark School of the Arts	Introduction to Comics and Manga Drawing	LEP
Khalifa Pharms	Newark School of the Arts	Hip Hop Dance	LEP

Moved by Ms. Ebanks

Second by Mr. Petrillo

Discussion: None

Vote: Roll Call; passed unanimously with one abstention (Mr. Marshall)

Education Committee

- **Committee Report**

None

Governance Committee

- **Committee Report**

None

- **Approval of second reading and adoption of policy and regulation changes**

Resolution #092721-06: Be it Resolved that the Board of Trustees approves the second reading and adopts the following policies and regulations, as recommended by the Governance Committee:

P 1648.11 The Road Forward COVID-19 – Health and Safety (Mandated) (New)

P 2422 Comprehensive Health and Physical Education (Mandated) (Revised)

P 2467 Surrogate Parents and Resource Family Parents (Mandated) (Revised)

P 6115.01 Federal Awards/Funds Internal Controls – Allowability of Costs (Mandated) (New)

P 6115.02 Federal Awards/Funds Internal Controls – Mandatory Disclosures (Mandated) (New)

P 6115.03 Federal Awards/Funds Internal Controls – Conflict of Interest (Mandated) (New)

P 6311 Contracts for Goods or Services Funded by Federal Grants (Mandated) (Revised)

P & R 7432 Eye Protection (Mandated) Revised)

P 8420 Fire and Fire Drills (Mandated) (Revised)

R 8420.1 Emergency and Crisis Situations (Mandated) (Revised)

P 8540 School Nutrition Programs (Mandated) (Revised)

P 8550 Meal Charges/Outstanding Food Service Bill (Mandated) (Revised)

Moved by Mrs. Smith

Second by Ms. Ebanks

Discussion: None

Vote: Roll Call; passed unanimously

Finance Committee

- **Committee Report**

None

- **Approval of bills for payment**

Resolution #092721-07: Be it Resolved that the Board of Trustees approves for payment the bills for goods and services provided to Link Community Charter School as listed in the attached Bill List, as recommended by the school business administrator.

Moved by Mrs. Smith

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

- **Authorization to submit an application for APR/IDEA funds**

Resolution #092721-08: Be it Resolved that the Board of Trustees approves attached resolution, as recommended by the school business administrator.

Moved by Mrs. Smith

Second by Ms. Ebanks

Discussion: None

Vote: Roll Call; passed unanimously

OLD BUSINESS

None

NEW BUSINESS

None

ANNOUNCEMENTS

The next regular board meeting will be held on Monday, October 18th, 2021.

Link Education Partners will hold its annual A Taste of Newark virtually this year on Thursday, November 4th. Look out for more information in the coming weeks.

MOTION TO ADJOURN THE REGULAR MEETING

Moved by Ms. Ebanks

Second by Mrs. Smith

Vote: Voice; passed unanimously

The meeting was adjourned at 7:12 pm.

These minutes represent a record of actions taken by the Board of Trustees during the meeting 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,



Debra Paczkowski, Board Recording Secretary

Date: September 27, 2021

Approved by the Link Community Charter School Board of Trustee: October 18, 2021

**Head of School Report
September 27, 2021**

Link Enrollment:

Grade Level	21/22 Approved Enrollment	21/22 Enrolled & Attending	Enrollment in process	21-22 Wait List Status
Kindergarten	50	24	0	6 students called, no responses 22 declined
5	50	53	1	10 on waiting list
6	80	81	0	15 on waiting list
7	80	81	0	3 on waiting list
8	80	80	0	13 on waiting list
Total	304 (100 K-5 span) (240 6-8 span)	319 (77 K-5 span) (242 6-8 span)		

COVID Closures

- 2 isolated cases in Kindergarten and 5th grade respectively; 1 additional case that may have been an in-school transmission
- Quarantine two grade levels; grade level staff and students all working virtually; staff that also handle other areas and are vaccinated returned after receiving a negative test
- Significant variation in how districts/charters are handling positive cases, nature of quarantining, and implementation of virtual instruction
- All vaccinated staff are submitting weekly testing results

Safe Re-Opening Plan for 2021-22

- Updated the July plan
- Posted online on school site, submitted to the state on EWEG, and submitted to the County

Staff Parking

- Newark School of the Arts, a strong partner of Link, is providing 15 spots in their parking lot to alleviate the congestion in the other lot that Link uses

Upcoming Submissions and EWEG Applications:

- October 15th Count—SID, Lunch count, CHE, SpEd
- CDS
- Paraprofessionals SOA
- Application for ARP IDEA funds
- ESSER IIII

Counseling Services with Youth Development Clinic

- Began this month with 1.5 days of counseling services in addition to existing Link social workers

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “**Agreement**”) is made and entered into as of **September 23, 2021** (the “**Effective Date**”), by and between **Link Community Charter School** (the “**District**”), with an address at 23 Pennsylvania Avenue, Newark, NJ 07114 and **Catapult Learning, LLC** (hereinafter referred to as “**Catapult**”), with its principal place of business at PO Box 444, Elmsford NY 10523.

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and terminate on June 30th, 2022, unless terminated earlier in accordance with Section 6 hereof (the “**Term**”).

2. DESCRIPTION OF PROFESSIONAL SERVICES

- 2.1 Upon the terms and conditions set forth herein, Catapult shall provide Intervention/Instruction services utilizing ESSER funds (hereinafter referred to as the “**Program**”). Services shall be provided during the Term of this Agreement, by Catapult staff utilizing Catapult’s proprietary programs, systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials. When necessary, Catapult may deliver the Program, in whole or in part, via distance learning to the extent practicable, without any additional consent or authorization, using programs, systems, teaching techniques, diagnostic tests, evaluation, academic courses and materials adapted for distance learning at the fees, rates and payment schedules as set forth in this Agreement. In circumstances of government mandated actions impacting school operations, Catapult shall make reasonable good faith effort to provide continuous education via distance learning. The description of Services to be provided at the School is listed in Attachment A: Service Allocation (the “**Services**”).
- 2.2 Staff who provide Services in the Program (hereinafter referred to as “**Program Staff**”) shall at all times remain Catapult employees or independent contractors, subject to Catapult’s ultimate control and authority, including on issues of personnel conduct, discipline and termination.
- 2.3 Catapult warrants that any individual providing Services pursuant to this Agreement on behalf of Catapult is competent to provide the Services and has the necessary qualifications including the knowledge, skill, and ability to provide the Services. The Catapult and any individual providing Services pursuant to this Agreement, shall possess the appropriate qualifications, licenses, and certifications required by the State of New Jersey and/or the New Jersey Department of Education and must provide LCCS with copies of said certificates prior to the provision of Services. The documents shall be current, valid, and issued by the State of New Jersey and any other authority with jurisdiction over the Services.
- 2.4 Protection of Students/Criminal History Background Check.
 - 2.4.1 All individuals from Catapult who will be or may be working in LCCS under this Agreement shall have been fingerprinted by the State of New Jersey and

shall have no criminal history. Catapult shall ensure, at its own expense, that all employees and/or individuals that will be or may be working with LCCS students and/or assigned to provide services have had a criminal history background check and that said background check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq.

- 2.4.2 Catapult shall ensure that said proof exists prior to the execution of this Agreement. Catapult shall provide proof of the criminal history background checks to LCCS prior to the execution of this Agreement. This Agreement shall not begin or proceed until Catapult complies with the requirements of this section.
- 2.4.3 Catapult and each individual from Catapult shall also report his/her arrest or indictment for any crime or offense to LCCS within 14 calendar days. The report shall include the date of arrest or indictment and charge(s) lodged against the individual. All individuals from Catapult shall also report the disposition of any charges within seven calendar days of disposition.
- 2.4.4 Catapult must ensure that all individuals providing services to LCCS students are properly screened for tuberculosis prior to the start of work.

2.5 Contracted Service Catapult—Pre-Employment Requirements--Child Abuse/Sexual Misconduct.

- 2.5.1 All Catapults, whose employees have regular contact with students, shall comply with the Pre-Employment Requirements in accordance with New Jersey P.L. 2018 c.5, N.J.S.A. 18A:6-7.6 et seq., commonly known as “Pass the Trash”. Catapults are to review the following New Jersey Department of Education—Pre-Employment Resource P.L. 2018 c.5 link for guidance: <http://nj.gov/education/educators/crimhist/preemployment/>
- 2.5.2 This Agreement shall not begin or proceed until Catapult complies with the requirements of this section.

2.6 HIB Policy. In the course of performing services, Catapult or any individual performing services on behalf of Catapult shall be required to comply with any and all applicable LCCS HIB policies and regulations. In the event Catapult and/or any individual performing services on behalf of Catapult has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying, he/she shall verbally report the incident on the same day on which the incident was witnessed, or on which reliable information that a student has been subject to harassment, intimidation, or bullying was received, and shall report the same in writing within two (2) school days. All such verbal and written reports shall be made to the appropriate school official designated by LCCS’s anti-bullying policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the LCCS’s procedures concerning school bullying.

2.7 Service Logs. The Catapult agrees to such assignment of duties by LCCS consistent with his/her role as Catapult and the provision of the specified Services. Work assigned shall be started within ten (10) days after a request is made for Services. For Services rendered in the home of a student, Catapult must ensure that a parent or legal guardian is present. Additionally, Catapult shall provide LCCS with periodic status updates and written reports as necessary and requested by LCCS. At a minimum, Catapult shall be responsible for:

- 2.7.1 Preparing a log outlining the services provided to each student, which shall

include:

- The date and time the service was provided.
- Parental signature acknowledging that the service has been provided, if such service is provided in a student's home.

2.7.2 Providing LCCS with bi-weekly progress reports regarding the Services being provided to each student.

2.8 During the Term of this Agreement and for a period of twelve (12) months thereafter (the “**Non-Solicitation Period**”), the District agrees not to, either directly or indirectly through a third party, hire, attempt to hire, nor solicit for employment any Catapult employee or independent contractor, unless such solicitation is agreed upon in advance and in writing by Catapult. In the event the District solicits a Catapult employee or independent contractor for hire pursuant to written permission from Catapult during the Term of this Agreement and for twelve (12) months, thereafter, and the Catapult employee or independent contractor accepts a position with the District, the District agrees to pay Catapult (a) for a Catapult employee, a commission of thirty percent (30%) of the employee's base salary at the time the employee accepts employment, or (b) for a Catapult independent contractor, a fee of Ten Thousand and 00/100 (\$10,000.00) dollars at the time the independent contractor accepts employment (the “**Commission**”). The Commission is non-refundable even if the employee or independent contractor does not remain employed with the District for any length of time and no matter the reason the employee or independent contractor separates from the District. Notwithstanding the foregoing, the District may not, directly or indirectly, hire any Catapult employees or independent contractors for the benefit of a third-party vendor, in an effort to circumvent any agreements that Catapult has or may have with such employees or independent contractors.

3. FEES AND PAYMENT

3.1 In consideration of the Services, materials and equipment provided by Catapult as described herein, the District shall pay Catapult a fee of \$130,014.50 (the “**Fee**”).

3.2 The Fee shall be paid by the District to Catapult on a monthly basis as follows: one installment of \$11,144.10 for services delivered in October and Eight installments of \$14,858.80 for services delivered from November through June. The first monthly installment shall be due and payable by the District approximately thirty (30) days after the commencement of Services for the then current school year upon receipt of an invoice from Catapult. Each month thereafter, another monthly installment shall be due and payable by the District upon receipt of the invoice from Catapult. The final monthly installment shall be due and payable by the District no later than July 31, 2022.

4. CONFIDENTIAL AND PROPRIETARY INFORMATION

4.1 The District and the School acknowledge that Catapult's Program (which includes but is not limited to, Catapult's proprietary systems, teaching techniques, diagnostic tests, diagnostic and academic courses and materials) is proprietary in nature and the confidential and exclusive property of Catapult and that the District/School have no right, by virtue of this Agreement or otherwise, to have access to or to disclose said property, except as may be required for monitoring purposes, in which case, prior written approval of disclosure must be obtained from

an officer of Catapult.

- 4.2 In the event that any proprietary or confidential information is disclosed, intentionally or otherwise to the District/School, each of their employees, agents or assigns, the District/School agree to hold same in strictest confidence and not to disclose same to any other person for any reasons nor utilize same within the District without prior written approval by Catapult.
- 4.3 The District/School further agree to use all efforts at its disposal to assure that its employees, agents or assigns are aware of the confidential and proprietary nature of the subject matter, and do not disclose same to any other person for any reasons nor utilize same without prior written approval by Catapult. The District/School acknowledge that unauthorized disclosure of Catapult's proprietary and confidential information may cause Catapult irreparable harm and may entitle Catapult to injunctive relief in a court of competent jurisdiction. Upon expiration or early termination of this Agreement, the District shall return all proprietary and/or confidential information in its possession, custody or control to Catapult, including, but not limited to, any and all originals and/or copies of instructional materials, training materials, curriculum plans and lesson plans provided to the District by Catapult for or in connection with the Program.

5. STUDENT RECORDS AND PRIVACY

- 5.1 "Catapult Student Records" for the purpose of this Agreement, shall constitute if applicable, all Catapult tests, attendance records and student diagnostic summaries. Access to student education records is subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq.; and Catapult agrees to comply with all material respects of such laws and regulations. Catapult agrees that the confidentiality of student data shall be maintained in accordance with state and federal laws, including FERPA, and the policies on data security and privacy that protect the confidentiality of a student's personally identifiable information as defined by FERPA ("PII"). Catapult will only share such PII with additional third parties if those third parties have an educational purpose in knowing such PII and are contractually bound to adhere to the data protection set forth herein. If access to education records is sought by any third party that is not contractually bound with Catapult, whether in accordance with FERPA or other federal or state laws or regulations, Catapult will immediately notify the District in writing, unless expressly prohibited by judicial and/or administrative order. Should Catapult receive a court order or lawfully-issued subpoena seeking the release of such data or information, Catapult shall provide a copy of the order or subpoena to the District before releasing the requested data or information, unless prohibited by law or judicial/administrative order. Catapult will hold student records for a period of three (3) years or until the Program ends, whichever is longer. At the end such period, prior to destruction of such student records, Catapult will return the student records to the District at the District's written request.

6. BREACH AND TERMINATION

- 6.1 This Agreement may be terminated by either party if the other party is in breach of any material provision of this Agreement, but only after written notice of default and an opportunity to cure has been given to the breaching party. The notice of default must give the breaching party an opportunity to cure of at least thirty (30) days in the case of a non-monetary default and at least ten (10) days in the case of

a monetary default. If the breaching party has not cured the breach before the cure date stated in the notice of default, the party giving notice may terminate this Agreement by giving the breaching party written notice of termination stating the date on which the termination is to be effective. Notwithstanding the delivery of a notice of default or notice of termination under this Section, the parties shall continue to observe and perform their respective obligations under this Agreement until the effective date of termination.

- 6.2 In the event either party elects to terminate this Agreement pursuant to Section 6.1, Catapult shall be entitled to an equitable adjustment hereunder. Said equitable adjustment shall include all fees for services rendered up to the date of termination and costs reasonably incurred by Catapult in connection with such termination. If adequate notice is not provided in accordance with Section 6.1, Catapult shall also be entitled to payment of any fees that would have been earned during the balance of the notice period.
- 6.3 Notwithstanding the foregoing, Sections 4, 5 and 7 and the obligations of the parties there under, shall survive termination of this Agreement.

7. INDEMNIFICATION

- 7.1 The District shall indemnify Catapult against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which Catapult may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by District, its officers, directors, agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.2 Catapult shall indemnify the District against and from all direct costs, expenses, damages, injury or loss (specifically excluding any incidental, consequential, special, punitive or indirect damages or lost profits of any kind) to which the District may be subject by reason of any wrongdoing, misconduct, want of care, skill, gross negligence, or default by Catapult, its agents, employees, or assigns, in the execution or performance of this Agreement.
- 7.3 If a claim for indemnification (a “**Claim**”) is to be made by a party entitled to indemnification hereunder against the indemnifying party, the party claiming such indemnification shall give written notice (a “**Claim Notice**”) to the indemnifying party as soon as practicable after the party entitled to indemnification becomes aware of any fact, condition or event which may give rise to damages for which indemnification may be sought under this Section. Such Claim Notice shall specify the nature and amount of the Claim asserted, if actually known to the party entitled to indemnification hereunder. If any lawsuit or enforcement action is filed against any party entitled to the benefit of indemnity hereunder, written notice thereof shall be given to the indemnifying party as promptly as practicable and in any event within fifteen (15) days after the service of the citation or summons. Subject to the limitations of this Section, the failure of any indemnified party to give timely notice hereunder shall not affect rights to indemnification hereunder, except to the extent that the indemnifying party demonstrates actual damage caused by such failure. After such notice, if the indemnifying party shall acknowledge in writing to the indemnified party that the indemnifying party shall be obligated under the terms of its indemnity hereunder in connection with such lawsuit or action, then the indemnifying party shall be entitled, if it so elects at its own cost and expense, (A) to take control of the defense and investigation of such lawsuit or action, (B)

to employ and engage attorneys of its own choice, who shall be reasonably satisfactory to the indemnified party, to handle and defend the same unless the named parties to such action or proceeding include both the indemnifying party and the indemnified party and the indemnified party has been advised in writing by counsel that there may be one or more legal defenses available to such indemnified party that are different from or additional to those available to the indemnifying party, in which event the indemnified party shall be entitled, at the indemnifying party's cost and expense, to separate counsel of its own choosing, and (C) to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the indemnified party, such consent not to be unreasonably withheld or delayed; provided, however, that any such compromise or settlement shall give each indemnified party a full, complete and unconditional release of any and all liability by all relevant parties relating thereto. If the indemnifying party fails to assume the defense of such claim within thirty (30) calendar days after receipt of the Claim Notice, the indemnified party against which such claim has been asserted shall (upon delivering notice to such effect to the indemnifying party) have the right to undertake, at the indemnifying party's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party; provided, however, that such Claim shall not be compromised or settled without the written consent of the indemnifying party, which consent shall not be unreasonably withheld or delayed. In the event the indemnified party assumes the defense of the claim, the indemnified party will keep the indemnifying party reasonably informed of the progress of any such defense, compromise or settlement. The indemnifying party shall be liable for any settlement of any action effected pursuant to and in accordance with and subject to the limitations of this Section and for any final judgment (subject to any right of appeal).

In the event that any action, suit, proceeding or investigation relating hereto or to the transactions contemplated by this Agreement is commenced, the parties hereto agree to immediately notify each other in writing of the pending action, suit, proceeding or investigation, and to cooperate to the extent possible to defend against and respond thereto and make available to each other such personnel, witnesses, books, records, documents or other information within its control that are reasonably necessary or appropriate for such defense.

8. INSURANCE

- 8.1 Catapult maintains and keeps in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers' Compensation Acts and also such insurance as will protect it and the District from any other claims for damages for personal injury, including death, and claims for damages to any property of the District or of the public, which may arise from operations under this Agreement, whether such operations be by Catapult or by any subcontractor or anyone directly or indirectly employed by any of them.
- 8.2 Catapult shall maintain and keep in force liability insurance which shall under no circumstances be less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. The amount of property damage insurance shall not be less than One Million Dollars (\$1,000,000.00).
- 8.3 The District will maintain and keep in force such insurance as Commercial General Liability and Property Damage, as will protect it from claims under Workers'

Compensation Acts and also such insurance as will protect it and Catapult from any other claims for damages for personal injury, including death, and claims for damages to any property of Catapult, which may arise from operations under this Agreement, whether such operations be by the District or by any subcontractor or anyone directly or indirectly employed by any of them.

- 8.4 Upon request, both parties shall exchange proofs of the insurances as necessitated in Sections 8.1, 8.2 and 8.3.

9. STATUS CHANGE

- 9.1 Catapult shall inform the District of any and all circumstances which may impede the progress of the services or performance under this Agreement. In the event of such change in circumstances by Catapult that renders Catapult unable to reasonably perform its obligations hereunder, Catapult may terminate this Agreement without penalty with thirty (30) days prior written notice to the District.
- 9.2 In addition, the District shall inform Catapult of any and all circumstances which may directly or indirectly affect the performance of this Agreement, including, but not limited to, change in District or the School administration, decrease in original funding source, etc.
- 9.3 In the case of a change in District or School administration, specifically a change in School principal, the District shall schedule a meeting with Catapult management and the new School principal within sixty (60) days of the start of tenure.

10. NOTICES

- 10.1 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given to the party to whom intended if (i) delivered (with an acknowledgment) by hand, (ii) sent by facsimile machine or (iii) sent by certified or registered mail postage pre-paid, return receipt requested. Any notice so delivered or sent shall be deemed to have been duly given on the date of receipt.
- 10.2 Until changed by notice in the manner specified above, the addresses and telephone numbers of the parties to this Agreement for purposes of this Paragraph shall be the following: (i) for the District: 23 Pennsylvania Avenue, Newark, NJ 07114 (ii) for Catapult PO Box 444, Elmsford NY 10523.

11. MISCELLANEOUS

- 11.1 Force Majeure. Neither party will be liable to the other party hereunder or in default under this Agreement for failures of performance resulting from acts or events beyond the reasonable control of such party, including, by way of example and not limitation, acts of God, disease outbreak or widespread illness, computer virus attack or infiltration, civil disturbances, war and strikes.
- 11.2 No Agency. Nothing in this Agreement shall be deemed to create or give rise to a partnership or joint venture between the parties. Neither party shall have the authority to, or shall attempt to, bind or commit the other party for any purpose except as expressly provided herein.

- 11.3 Assignment. Neither Catapult nor District may assign or transfer any interest arising in or from this Agreement without the prior written consent of the other party. Provided however, the foregoing consent is not required when such assignment or transfer of any interest arising in or from this Agreement is to a subsidiary, parent company, or a corporate affiliate of Catapult or in connection with the sale of all, or substantially all the outstanding assets or equity of Catapult. In the event of an authorized assignment or transfer of interest, this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.
- 11.4 Applicable Law. In providing all Services under this Agreement, Catapult shall abide by all applicable federal, state and local statutes, ordinances, rules, regulations, and standards, as well as the standards and requirements imposed upon the District by federal and/or state agencies providing funding to the District for the purchase of Catapult Services. The Services provided by Catapult shall comply with the applicable provisions of New Jersey statutes, specifically Title 18A and the New Jersey Administrative Code, specifically Title 6A.
- 11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey
- 11.6 Non-discrimination. Catapult is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected category. Catapult agrees to abide by all antidiscrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, and all rules and regulations issued thereunder
- 11.7 No Waiver. No failure on the part of either party to exercise, no delay in exercising, and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 11.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and all previous agreements or discussions between the parties relating to the subject matter hereof, written or oral, are hereby terminated and/or superseded by this Agreement. This Agreement may be amended or modified only by a written instrument signed by both parties. If any provision of this Agreement is held invalid, the validity of the remainder of this Agreement shall not be affected. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 11.9 Publicity. Each party may disclose the existence, subject matter, size, and/or value of this Agreement in press releases and public announcements and in such connection may refer by name to the other party, subject to the other party's consent which consent shall not be unreasonably withheld.
- 11.10 Number and Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neutral genders.

- 11.11 Binding Effect. This Agreement will be binding upon the parties hereto and their respective successors and assigns.
- 11.12 Affirmative Action. Catapult will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., and the terms and conditions of the Mandatory Equal Employment Opportunity Language attached hereto as Exhibit A.
- 11.13 Promotional Literature. Catapult agrees that the term “Link Community Charter School” or “Link Community Charter School Board of Trustees” or any derivation thereof shall not be utilized in any promotional literature, advertisement or client lists (excluding proposals) without the express prior written consent of LCCS.
- 11.14 Board Approval. This Agreement shall become effective upon the adoption of a resolution by the LCCC Board of Trustees and executive of this Agreement by all the parties.

[THE SPACE BELOW IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date first above written.

Link Community Charter School

By:

Name:

Title:

Date:

Catapult Learning, LLC

By:

Name:

Title:

Date:

ATTACHMENT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or

- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

ATTACHMENT B
Service Allocation

School	Total Fee	Curriculum	Session Timing (while School is in session)	Maximum Number of Students per Group	Maximum Number of Groups	Program Start Date to Program End Date
Link Community Charter School	\$130,014.50	Reading and/or Math	Up to 180 minutes per session Up to 1 session per week	Up to 10 students per group	Up to 10 groups Up to 100 students total	October 11th, 2021-June 30th, 2022 (up to 26 weeks of service in this time frame)

Summary of Policy and Regulations Revisions for Readings on September 13 and October 18, 2021

P 1648.11 The Road Forward COVID-19 – Health and Safety (M) (New)

This policy outlines the health and safety protocols for school reopening, replacing policies to be abolished relating to The Road Back, Restart and Recovery Plan from June 2021.

P 2422 Comprehensive Health and Physical Education (M) (Revised)

New statutes were created to add mandatory curriculum to this policy related to the health and wellbeing of students.

P 2467 Surrogate Parents and Resource Family Parents (M) (Revised)

Revisions mainly focus on terminology updates including the replacement of “foster parent” with “resource family parent.”

The next four policies address internal controls for Federal Awards Funds received by a school:

P 6115.01 Federal Awards/Funds Internal Controls – Allowability of Costs (M) (New)

P 6115.02 Federal Awards/Funds Internal Controls – Mandatory Disclosures (M) (New)

P 6115.03 Federal Awards/Funds Internal Controls – Conflict of Interest (M) (New)

P 6311 Contracts for Goods or Services Funded by Federal Grants (M) (Revised)

P & R 7432 Eye Protection (M) Revised)

This policy and the following regulation were updated to address a revision in state administrative code. There was no substantive change in the policy, just clarification.

P 8420 Fire and Fire Drills (M) (Revised)

R 8420.1 Emergency and Crisis Situations (M) (Revised)

This policy and regulation were updated to administrative code language changes. There is no substantive change in the policy.

P 8540 School Nutrition Programs (M) (Revised)

P.L. 2018, c. 25 was recently passed and requires school districts to provide eligible students with a “Breakfast After the Bell” program. Students who do not arrive to school in time for the School Breakfast Program must be offered an opportunity to be served breakfast after the beginning of the school day.

P 8550 Meal Charges/Outstanding Food Service Bill (M) (Revised)

There were several major revisions to this policy, including:

1. The amended statute prohibits a school district from taking certain actions in response to a student's school meal bill being in arrears. These prohibited actions include, but are not limited to: the student not being publicly identified; requiring the student to sit at a separate table, wear a wristband, or do chores or other work to pay for the school meal; requiring a student to discard a meal after it has been served because of the student's inability to pay for the meal if the student's meal bill is in arrears; and serving the student an alternate meal;
2. The amended statute requires a school district to take certain actions if a student owes money for the equivalent of five or more school meals. These required actions include but are not limited to: a determination by the school district to assess if the student is eligible for a free or reduced school meal; school district assistance to the parent in completing the school lunch application; and a school district determination if there are household issues causing the situation; and
3. The policy incorporates the new requirements in the revised statute, and no longer requires a school district to withhold a breakfast or lunch after the parent receives multiple notes that the student has an arrearage in their school lunch bill. However, the revised Policy Guide indicates a school district *may* deny the student a meal.
4. The United States Department of Agriculture requires Boards of Education to develop and implement a meal charge program pursuant to NJDOE guidance. Link will permit students to charge all or a limited number of reimbursable meals.

All Bank Accounts Included

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
A:04181	8/20/21	Seton Hall Career Fair Registration-Sept 22, 2021	Check voided on 9/17/2021 (75.00)	P202200087	11-000-230-530-000-057
A:04220	9/23/21	Nearpod 1 Yr Nearpod Premium + School	4,800.00	P202200111	11-190-100-320-000-045
A:04221	9/23/21	PSE&G Aug-Sept 2021 Energy Costs	3,996.30	P202200054	11-000-262-620-000-074
A:04222	9/23/21	Blick Art Materials 2021-2022 Art Supplies	116.15	P202200027	11-190-100-610-000-047
A:04223	9/23/21	Selective Insurance Company of America Property Coverage 2021-22	4,199.00	P202200108	11-000-262-520-000-070
		Property Coverage 2021-22	5,927.00	P202200108	11-000-262-520-000-070
		Total Check Amount:	10,126.00		
A:04224	9/23/21	Success Communications Group 2021-2022 Advertising	288.47	P202200073	11-000-240-500-000-068
A:04225	9/23/21	Staples Advantage			
			261.25	P202200018	11-190-100-610-000-047
		Supplies	60.99	P202200018	11-190-100-610-000-047
		Supplies	461.44	P202200018	11-190-100-610-000-047
		Supplies	21.64	P202200018	11-190-100-610-000-047
		Supplies	65.91	P202200018	11-190-100-610-000-047
		Supplies	65.91	P202200018	11-190-100-610-000-047
		Total Check Amount:	937.14		
A:04226	9/27/21	State of New Jersey Divisions of Pensions Back pension payoff #0466618	3,319.96	10 - 134	Interfund Payroll
A:04227	9/27/21	Danielle Stone JV Fingerprinting reimb	78.38	P202200122	11-000-230-890-000-063
A:04229	9/27/21	ENVIROVISION Water testing	1,340.00	P202200121	11-000-230-500-000-056
A:04230	9/27/21	Horizon BCBS 2021-2022 Health Ins	40,888.20	P202200016	11-000-291-270-000-054
A:04231	9/27/21	Delta-T Group North Jersey, Inc. Para/Subs 9/13-9/17	2,565.12	P202200106	11-190-100-320-000-045
A:04232	9/27/21	The Goodkind Group, LLC Paraprofessionals wk end 9/19/21	9,737.72	P202200032	11-190-100-320-000-045
A:04233	9/27/21	CIT 2021-2022 Copier	2,701.30	P202200049	11-000-240-500-000-068
A:04234	9/27/21	Waste Management of New Jersey, Inc. Oct 2021 waste/recycling	623.08	P202200010	11-000-240-500-000-068

All Bank Accounts Included

<u>Check#</u>	<u>Date</u>	<u>Vendor (Payee)/Check Line Comments</u>	<u>Amount</u>	<u>PO or Bal Sht</u>	<u>Exp. Acct. or Balance Sheet Title</u>
A:04235	9/27/21	Optimum 9/23-10/22 Internet	146.26	P202200006	11-000-230-530-000-057
A:04236	9/27/21	Essex Locksmiths Classroom locks	2,470.00	P202200123	12-000-100-730-000-078
C:01012	9/27/21	Horizon BCBS Vision Oct	238.10	10 - 135	Interfund-Payroll Agency
D:01186	9/27/21	Horizon BCBS Dental Ins Oct	607.73	10 - 135	Interfund-Payroll Agency
The Grand Total of all Checks from Fund 10 is:			4,165.79		
The Grand Total of all Checks from Fund 11 is:			78,269.12		
The Grand Total of all Checks from Fund 12 is:			2,470.00		
The Grand total of all checks for this period is:			84,904.91		

**Link Community Charter School
Board of Trustees
23 Pennsylvania Avenue
Newark, NJ 07114**

Resolution #092721-08

Authorization to Submit an Application for ARP/IDEA Funds

**AUTHORIZATION TO SUBMIT AN APPLICATION UNDER THE AMERICAN RESCUE PLAN (APR)
SUPPORT FOR HE INDIVIDUALS WITH DISABILITIES EDUCATION ACT OF 2021 (IDEA)**

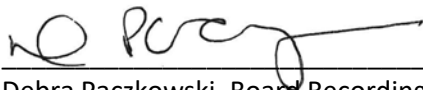
WHEREAS, These funds are provided to state educational agencies and lead agencies to help recover from the impact of the coronavirus pandemic and to safely reopen schools and sustain safe operations; and

WHEREAS, The IDEA Part B formula grants assist states in providing a free and appropriate public education in the least restrictive environment for children with disabilities ages 3 through 21 (Part B, Sections 611 and 619); and

WHEREAS, Link Community Charter School is entitled to approximately \$17,842 in funds;

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF TRUSTEES OF LINK COMMUNITY CHARTER SCHOOL, INC. AUTHORIZES THE SUBMISSION OF THE APPLICATION UNDER THE AMERICAN RESCUE PLAN'S ALLOCATION FOR INDIVIDUALS WITH EDUCATION ACT 2021 (ARP IDEA).

I hereby certify that this resolution was adopted by the Board of Trustees of Link Community Charter School, Inc. at its meeting held on September 27, 2021.

A handwritten signature in black ink, appearing to read "Debra Paczkowski", is written over a horizontal line.

Debra Paczkowski, Board Recording Secretary