

**LINK COMMUNITY CHARTER SCHOOL  
BOARD OF TRUSTEES MEETING  
Minutes of the Board Meeting  
July 27, 2020, 6:30 pm  
Special Meeting VIA Zoom**

**CALL TO ORDER**

This meeting is called to order at 6:35 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* on July 20, 2020; *El Nuevo Coqu*, *Irvington Herald*, *East Orange Record*, *Orange Transcript* and *Essex Daily News* on July 23, 2020, by emails to the city clerks of the four districts of residence and the county superintendent of education on July 20, 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 #072720-01:** Be it Resolved that the Board of Trustees accepts and approves the agenda for the meeting on July 27, 2020.

Moved by Mrs. Smith

Seconded by Mrs. Covington

Discussion: None

Vote: Voice; passed unanimously

**ACKNOWLEDGMENT OF CORRESPONDENCE**

None.

**PRESENTATIONS: Mrs. Paradiso**

- Annual Report to the NJDOE Office of Charter and Renaissance Schools
- Potential Budget Revision in the Event of State Funding Cuts
- School Reopening Plan

Presentation is attached.

## **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**

Ms. Nadirah Brown, 265 Osbourne Terrace, Newark addressed the board, thanking them for considering the needs of the students and listening to parents while developing a reopening plan. She mentioned that she liked synchronous classes for virtual learning.

## **NEW BUSINESS**

### **Approval of school reopening plan**

**Resolution #072720-02:** Be it Resolved that the Board of Trustees approves the reopening plan for the 2020-2021 school year, as presented at this meeting and as recommended by the head of school.

Moved by Mrs. Smith

Seconded by Mr. Marshall

Discussion: None

Vote: Roll call; passed unanimously

### **Approval of policies**

**Resolution #072720-03:** Be it Resolved that the Board of Trustees approves the first reading of the following policies, as recommended by the head of school:

1648 Restart and Recovery Plan (Mandated)

1649 Federal Families Coronavirus (COVID-19) Response Act (FFCRA) (Mandated)

Moved by Mrs. Purefoy

Seconded by Mrs. Covington

Discussion: None.

Vote: Roll call; passed unanimously

### **Approval of hiring for summer work**

**Resolution #072720-04:** Be it Resolved that the Board of Trustees approves the hiring of the following individual 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.

<b>Name</b>	<b>Position</b>	<b>Salary</b>
Christine Kelley-Kemple	Science and Social Studies Supervisor and Instructional Leader	\$1,250

Moved by Mrs. Smith

Seconded by Mr. Marshall

Discussion: None.

Vote: Roll call; passed unanimously

**Approval of facility lease agreement**

**Resolution #072720-05:** Be it Resolved that the Board of Trustees approves the attached lease for rental of the school facility from July 1, 2020 through June 30, 2023, as recommended by the head of school.

Moved by Mrs. Smith

Seconded by Mr. Marshall

Discussion: None.

Vote: Roll call; passed unanimously

**Approval to convene Executive Session****Resolution #072720-06:**

**WHEREAS**, the LCCS Board of Trustees from time to time must convene into Executive Session to discuss confidential matters including but not limited to personnel issues, litigation, matters of attorney/client privilege, and/or student matters.

**NOW THEREFORE BE IT RESOLVED**, the LCCS Board of Trustees shall move into Executive Session to discuss personnel issues.

**BE IT FURTHER RESOLVED**, the LCCS Board of Trustees may take action on this matter when the LCCS Board of Trustees later returns to public session.

**BE IT FURTHER RESOLVED**, that the minutes of the executive session will be released to the public in an appropriately redacted form within a reasonable period of time providing as much information as possible without violating any applicable privilege or confidentiality.

**BE IT FURTHER RESOLVED**, that the redacted portion of the executive session minutes will not be released until such time as the privilege or confidentiality is no longer applicable.

Moved by Mrs. Smith

Seconded by Mr. Marshall

Discussion: None

Vote: Roll call; passed unanimously

Board members were asked to call in to the phone number emailed to them earlier in the day to join the closed Executive Session. .

The board left the regular meeting at 8:25 pm to convene in Executive Session.

The board returned from the Executive Session at 8:54 pm.

**Approval to approve the head of school evaluation**

**Resolution #072720-07:** Be it Resolved that the Board of Trustees approves the evaluation of the head of school, as discussed in Executive Session at this meeting.

Moved by Mr. Petrillo

Seconded by Ms. Holguin-Veras

Discussion: None

Vote: Roll call; passed unanimously

**OLD BUSINESS**

**None.**

**ANNOUNCEMENTS**

The next regularly scheduled board meeting will be held on Monday, August 10, 2020.

**MOTION TO ADJOURN THE MEETING**

Moved by Mrs. Covington

Seconded by Mr. Marshall

Discussion: None

Vote: Voice, passed unanimously.

The meeting was adjourned at 8:56 pm.

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,

A handwritten signature in cursive script, appearing to read "Sharon F. Machrone".

Sharon F. Machrone, Board Recording Secretary

Date: July 27, 2020

Approved by the Link Community Charter School Board of Trustees: August 10, 2020

# **Presentation to the School Board**

## **July 27, 2020**

**I.**

# **Annual Report 2019-2020**

# **Additions to report template**

- Adapting to delivery of remote instruction
  - Strengths and Opportunities
- Modification of assessments during closure
  - Implementation of Preparedness Plan
    - Connecting partnerships to mission

# Q&A

## **II.**

# **Budget Projections**

# Fiscal Planning

Facing:

- Uncertainty with Funding Numbers
  - Change in fiscal year
- New expenses with COVID-19

Preparing:

- In anticipation of possible funding cuts, prepare draft budgets with 5% and 10% reductions

# Projections for Reduced Funding

	Original Budget	5% Reduction	10% Reduction
<b>Revenues</b>			
General Fund	5,477,751.00	5,203,863.45	4,929,975.90
Special Revenue	245,365.00	245,365.00	245,365.00
	5,723,116.00	5,449,228.45	5,175,340.90
<b>Expenses</b>			
Instruction	2,556,411.00	2,378,652.00	2,185,889.00
Admin	1,854,513.00	1,747,004.00	1,740,168.00
Support	1,118,236.00	1,083,236.00	1,073,236.00
Capital Outlay	30,000.00	30,000.00	30,000.00
Special Revenue Fund	245,365.00	245,365.00	245,365.00
	5,804,525.00	5,484,257.00	5,274,658.00
	(81,409.00)	(35,028.55)	(99,317.10)
	total exp cut	250,268.00	519,867.00

## **5% and 10% Reductions:**

- **teaching staff/expanding roles/larger classes**
  - **paraprofessional**
    - **security**
  - **marketing/admissions**
    - **testing**

# Q&A

**III.**

**Planning for the Opening  
of the  
2020-21 School Year**

# **Link's Guiding Principles**

- **Physical and Social/Emotional Safety**
  - **Learning**
  - **Connections**

# **NJDOE released the Road Back**

**(June 26<sup>th</sup>)**

- **Schools must develop some in-school programming**
- **Families may select virtual learning**
- **Many aspects of re-opening are within school's purvey in light of community needs and opportunities**

**Schools must submit a plan to NJDOE and county in early August with board approval.**

**The Reopening Task Force was created to provide feedback and guidance as we develop plans.**

**Surveys were conducted to gather feedback from our school community**

**The plans will be ever changing as the situation is fluid both nationally and locally.**

# **Parent Survey**

**Response Rate: *171 Completed Surveys***

***35%, 6<sup>th</sup>***

***31%, 7<sup>th</sup>***

***27%, 5<sup>th</sup>***

***23%, 8<sup>th</sup>***

# **What we learned about closure period from our families....**

- The majority of responding families felt that communication and support was strong**
- The majority felt the workload was realistic but that students needed some parental support.**
- 93% of families feel their children are ready for the next grade level.**

# **What we learned from our families about re-opening...**

- **Preference for structure, schedule, combination of synchronous and asynchronous**
- **Parents would like more support with schoolwork**
- **53% of parents are “not at all” or “not” comfortable with in-school programming**
  - **100% remote was most favored model**
  - **1 day in school was least favorite model**

# **What parents asked us to consider....**

- Offer 3 days per week in school
- Provide off-site monthly programs for each grade level
  - Close examination of health and safety
  - Keep in mind childcare/parent work schedule

# **Staff Survey**

**Response Rate: *45 Completed Surveys***

# **What we learned about closure from our staff...**

**Most teachers feel positive about communications and student workloads**

**Most teachers feel students are ready for the next grade level**

**Teachers feel they excelled at communicating and connecting with students and parents, and navigating technology**

**91% of staff say they experienced professional growth**

## **What we learned about re-opening from our staff...**

**90% of teachers reported 1, 2, 3 on 5 point scale of comfort level for inschool programming**

**62% have a risk factor and 40% would seek an accommodation**

**44% of staff preferred all remote and 33% preferred 2/3 day hybrid**

**There are many questions and concerns (sick time, quarantine, student testing, substitutes, liability)**

**Families will have an opportunity to elect remote instruction in a questionnaire this week.**

**Responses to that survey and future guidance will inform the in-person program.**

# **Elements of the NJ School Re-Opening Plan**

- **Conditions for Learning**
- **Health and Safety Standards**
- **Academic, Social and Behavioral Supports**
  - **Leadership and Planning**
  - **Policy and Funding**
  - **Continuity of Learning**

# **Highlights of LCCS's DRAFT Re-Opening Plan**

## **I. Conditions for Learning**

- 1. Staff testing**
- 2. Daily attestations, temperature checks; reporting and monitoring; closures as needed**
- 3. Limited visitors**
- 4. Masks and shoe mat at entry, movement and exit**
- 5. Staggered start**
- 6. Multiple entrance doors**
- 7. Classroom: Distanced student desks; barriers/dividers; no masks required**
- 8. Meals in the classroom**
- 9. Limited movement**
- 10. Physical Education in remote environment only**
- 11. Frequent hand-washing; sanitizing stations; increased cleaning/disinfecting**
- 12. Up and Down staircases**

# Highlights of LCCS's DRAFT Re-Opening Plan

## II. Academic, Social, and Behavioral Supports

1. Continued implementation of advisory curriculum to support personal growth and community building.
2. Continued use of circles as opportunities to come together and to give students a safe space to share their voices.
3. Commitment to the arts as a way to provide engaging and creative channels for students.
4. Increase in contact and support for staff through a multi-tiered system of administrators, instructional coaches and teacher leaders.
5. Increase in hands-on instructional coaching to guide teachers in their learning about remote instruction.
6. Increase in communication from school leadership and administrators
7. Increase in contact and support for students through a multi-tiered system of social workers, nurse, and deans.

# Highlights of LCCS's DRAFT Re-Opening Plan

## II. Academic, Social, and Behavioral Supports

1. Increase in communication from the school to families.
2. Quick response to technology issues to prevent interruptions in accessing learning platforms and communications.
3. Addition of one on one or small group sessions to provide academic support/tutoring.
4. Use of restorative justice practices to address disputes and harmful relationships.
5. Use of counseling to support healthy responses to feelings of stress and anxiety.
6. Child Care may prove to be very challenging
7. Food distribution will continue
8. Wraparound supports will be enhanced with community partnerships

# **Highlights of LCCS's DRAFT Re-Opening Plan**

## **III. Leadership and Planning**

1. Restart Committee
2. Pandemic Response Team
3. Schedule with minimum of 4 hours of standards based learning under direction of a teacher
4. Staffing that
5. Role assignments that maximizes our existing team
6. Athletics on hold until safe and appropriate guidance is released

# **Highlights of LCCS's DRAFT Re-Opening Plan**

## **V. Continuity of Learning**

- Special Education to continue with meetings and services both in-person and remote
- All scholars to receive a Link device for home use and for school in person use
- Staff to receive continued PD with remote learning

# Q&A

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Restart and Recovery Plan

**M**

### 1648 RESTART AND RECOVERY PLAN

On June 26, 2020, the New Jersey Department of Education (NJDOE) published “The Road Back - Restart and Recovery Plan for Education” (Guidance), a guidance document for reopening New Jersey schools during the COVID-19 pandemic. The Guidance provided school officials with the information necessary to ensure that schools reopen safely and are prepared to accommodate staff and students’ unique needs during these unprecedented times. The NJDOE required school districts in the State to develop, in collaboration with community stakeholders, a “Restart and Recovery Plan” (Plan) to reopen schools that best fits the district’s local needs.

The Guidance requires the Board of Trustees to adopt certain policies and the Board adopts Policy 1648 to address those policy requirements in the Guidance. Policy 1648 shall only be effective through the current COVID-19 pandemic and will take precedence over any existing Policy on the same or similar subject, unless determined otherwise by the Head of School.

#### A. NJDOE Guidance – Key Subject Area 1 – Conditions for Learning

##### 1. Transportation

- a. If the school district is providing transportation services on a district-owned school bus, but is unable to maintain social distancing, a face covering must be worn upon entering the school bus by all students who are able to do so in accordance with A.2.c. below.
  - (1) Accommodations for students who are unable to wear a face covering should be addressed according to that student's particular need and in accordance with all applicable laws and regulations.
- b. The school district shall use best practices for cleaning and disinfecting district-owned school buses and other transportation vehicles in accordance with A.3. below.



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- c. District-employed school bus drivers and aides on district-owned school buses shall practice all safety actions and protocols as indicated for other school staff.
- d. If the school district is using contracted transportation services, the contractor shall ensure all Board of Trustees' safety actions and protocols are followed by the contractor and its employees and/or its agents.

[See Policy Guide 1648 – Appendix C for the protocols/procedures for “Transportation” which is also included in the school district’s Restart and Recovery Plan.]

#### 2. Screening, Personal Protective Equipment (PPE), and Response to Students and Staff Presenting Symptoms

- a. The school district shall screen students and employees upon arrival to a school building or work location for COVID-19 symptoms and a history of exposure.
  - (1) School staff must visually check students and employees for symptoms upon arrival (which may include temperature checks) and/or confirm with families that students are free of COVID-19 symptoms.
  - (2) Health checks must be conducted safely and respectfully, and in accordance with any applicable privacy laws and regulations.
  - (3) Results must be documented when signs/symptoms of COVID-19 are observed.
  - (4) The screening protocol will take into account students and employees with disabilities and accommodations that may be needed in the screening process for those students and employees.



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- (5) Students and employees with symptoms related to COVID-19 must be safely and respectfully isolated from others.
- (6) If the school district becomes aware that an individual who has spent time in a school district facility tests positive for COVID-19, district officials must immediately notify local health officials, staff, and families of a confirmed case while maintaining confidentiality.
- b. School staff and visitors are required to wear face coverings unless doing so would inhibit the individual's health or the individual is under two years of age.
  - (1) If a visitor refuses to wear a face covering for non-medical reasons and if such covering cannot be provided to the individual at the point of entry, the visitor's entry to the school/district facility may be denied.
- c. Students are strongly encouraged to wear face coverings and are required to do so when social distancing cannot be maintained, unless doing so would inhibit the student's health. It is also necessary to acknowledge that enforcing the use of face coverings may be impractical for young children or individuals with disabilities.
  - (1) Accommodations for students who are unable to wear a face covering should be addressed according to that student's need and in accordance with all applicable laws and regulations.



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#### d. Exceptions to the Requirement for Face Coverings

- (1) Doing so would inhibit the individual's health.
- (2) The individual is in extreme heat outdoors.
- (3) The individual is in water.
- (4) A student's documented medical condition, or disability as reflected in an Individualized Education Program (IEP), precludes the use of a face covering.
- (5) The student is under the age of two and could risk suffocation.

[See Policy Guide 1648 – Appendix E for the protocols/procedures for “Screening, PPE, and Response to Students and Staff Presenting Symptoms” which is also included in the school district’s Restart and Recovery Plan.]

#### 3. Facilities Cleaning Practices

- a. The school district must continue to adhere to existing required facilities cleaning practices and procedures and any new specific requirements of the local health department as they arise.
- b. A procedure manual must be developed to establish cleaning and disinfecting schedules for schools and school equipment, targeted areas to be cleaned, and methods and materials to be used.

[See Policy Guide 1648 – Appendix G for the protocols/procedures for – “Facilities Cleaning Practices” which is also included in the school district’s Restart and Recovery Plan.]

#### 4. Wraparound Supports

- a. Mental Health Supports



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The school district's approach to student mental health supports will be affected by the learning environment in place at the beginning of the school year. If in-person instruction is not feasible, the district must find other ways to assess and monitor students' mental health.

[See Policy Guide 1648 – Appendix K for the protocols/procedures for “Academic, Social, and Behavioral Supports” which is also included in the school district's Restart and Recovery Plan.]

#### 5. Contact Tracing

- a. Upon notification that a resident has tested positive for COVID-19, the local health department will call the school district to determine close contacts to whom they may have spread the virus, where close contact is defined as being within six feet for a period of at least ten minutes.
- b. The school district shall assist the local health department in conducting contact tracing activities, including ongoing communication with the identified individual and/or their contacts.
- c. The school district shall ensure adequate information and training is provided to the staff as necessary to enable staff to carry out responsibilities assigned to them.
- d. A staff liaison(s) shall be designated by the Head of School or designee and shall be responsible for providing notifications and carrying out other components that could help ensure notifications are carried out in a prompt and responsible manner.
- e. School districts shall allow staff, students, and families to self-report symptoms and/or suspected exposure.

[See Policy Guide 1648 – Appendix F for the protocols/procedures for “Contact Tracing” which is also included in the school district's Restart and Recovery Plan.]



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### Restart and Recovery Plan

#### B. NJDOE Guidance – Key Subject Area 2 – Leadership and Planning

##### 1. Scheduling

- a. The school district's Plan must account for resuming in-person instruction and shall provide steps to shift back to virtual learning models if circumstances change and in-person instruction guidelines can no longer be followed.
- b. The school district's Plan accommodates opportunities for both synchronous and asynchronous instruction, while ensuring requirements for a 180-day school year are met.
- c. The school district recognizes special populations will require unique considerations to ensure the continuity of learning as well as the health and safety of students and staff within the least restrictive environment.
  - (1) Special Education and English Language Learners (ELL)
    - (a) The school district shall provide educators with professional development to best utilize the accessibility features and accommodations tools made available through technology-based formats in accordance with this Policy.
    - (b) The school district shall continue to ensure students receive individualized supports that meet the requirements of the IEP and 504 Plans.

[See Policy Guide 1648 – Appendix N for the protocols/procedures for “Scheduling of Students” which is also included in the school district’s Restart and Recovery Plan.]



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### Restart and Recovery Plan

#### 2. Staffing

- a. The school district shall comply with all applicable employment laws when making staffing and scheduling requirements, including, but not limited to, the Americans Disabilities Act (ADA), the Health Insurance Portability and Accountability Act (HIPPA), and all applicable State laws.
- b. As the school district adjusts schedules, teaching staff members must maintain quality instruction for students pursuant to the minimum requirements set forth in NJDOE regulation.

[See Policy Guide 1648 – Appendix O for the protocols/procedures for “Staffing” which is also included in the school district’s Restart and Recovery Plan.]

#### C. NJDOE Guidance – Key Subject Area 3 – Policy and Funding

##### 1. School Funding

###### a. Purchasing

The school district may likely need to purchase items not needed in the past and may experience increased demand for previously purchased goods and services to implement the Plan. The school district shall continue to comply with the provisions of the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 et seq.

###### b. Use of Reserve Accounts, Transfers, and Cashflow

The school district shall apply for the approval from the Commissioner of Education, prior to performing certain budget actions, such as withdrawing from the emergency reserve account or making transfers that cumulatively exceed ten percent of the amount originally budgeted.



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c. Costs and Contracting

The school district shall follow all New Jersey State laws and regulations applicable to local school districts for purchasing when procuring devices and connectivity or any technology related item.

D. NJDOE Guidance – Key Subject Area 4 – Continuity of Learning

1. Ensuring the Delivery of Special Education and Related Services to Students with Disabilities

- a. The school district shall continue to meet their obligations to students with disabilities to the greatest extent possible.

2. Professional Learning

- a. The school district shall prepare and support teaching staff members in meeting the social, emotional, health, and academic needs of all students throughout the implementation of the Plan.

(1) Professional Learning

- (a) The school district shall grow each teaching staff member's professional capacity to deliver developmentally appropriate standards-based instruction remotely.

(2) Mentoring and Induction

- (a) The school district shall ensure:
- (i) All novice provisional teachers new to the district be provided induction;
- (ii) One-to-one mentoring is provided to novice provisional teachers by qualified mentors;



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- (iii) Mentors can provide sufficient support and guidance to novice provisional teachers working in a remote environment;
- (iv) Mentoring is provided in both hybrid and fully remote learning environments and that mentors and provisional teachers will agree upon scheduling, structure, and communication strategies they will use to maintain the mentoring experience; and
- (v) The use of online collaborative tools for school staff to remain connected to other mentors, new teachers, and administrators to maintain a sense of communal support.

#### (3) Evaluation

- (a) The school district has considered the requirements and best practices with provisional status teachers, nontenured educators, and those on Corrective Action Plans (including extra observations, extra observers, assuring more frequent feedback and face-to-face).

#### 3. Career and Technical Education (CTE)

- a. The school district shall implement innovative learning models for new learning environments regarding CTE.
- b. Quality CTE Programs

The school district shall ensure students have access to appropriate industry-recognized, high-value credentials.



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c. Work-Based Learning

The school district will ensure students are provided the opportunity to participate in safe work-based learning, either remotely (simulations, virtual tours, etc.) or in-person.

New Jersey Department of Education “The Road Back – Restart and Recovery Plan for Education”



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## Appendices

The school district must attach Appendices C, E, F, G, K, N, and O from the district's Restart and Recovery Plan here as required by this Policy 1648.



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## **Appendix C** **Conditions for Learning**

### **Critical Area of Operation #3 – Transportation**

Link Community Charter School does not provide transportation.



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## Appendix E Conditions for Learning

### Critical Area of Operation #5 - Screening, PPE, and Response to Students and Staff Presenting Symptoms

Link Community Charter School will employ the following protocols to ensure proper screening, use of PPE and response to community members presenting symptoms:

- a. Screening Procedures for Students and Staff  
Students and staff will have their body temperature checked before entering the building, with students arriving in vehicles checked before they exit the car. Simultaneously, students and staff will also be asked a short series of questions designed to more fully assess symptoms. Anyone answering positively will be documented, and should the school learn of a confirmed case in the student body, staff, or household of either, school officials will:
  - Make appropriate notifications (with appropriate confidentiality) to local health officials
  - Follow CDC guidelines and recommendations of the local health department and school physician for closing and reopening
  - Immediately close for deep cleaning of the building
- b. Protocols for Symptomatic Students and Staff  
Any student or staff presenting symptoms while in the school building will be immediately and respectfully isolated from others and placed in the care of the nurse in a designated room. Temperature will be taken and symptoms documented. Arrangements will be made for pick-up by a parent/guardian.
- b. Protocols for PPE



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- All staff will be provided face masks, shields, and rubber gloves.
- Students arriving without face masks will be provided one.



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## **Appendix F Conditions for Learning**

### **Critical Area of Operation #6 - Contact Tracing**

The school nurse will develop a strong understanding of contact tracing procedures and its role in keeping school communities safe from the spread of contagious diseases. She will provide the information to school leadership, administrators, and social workers. And, she will work closely with the school physician and collaborate with local health officials to develop contact tracing procedures for Link.



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## **Appendix G**

### **Conditions for Learning**

#### **Critical Area of Operation #7 - Facilities Cleaning Practices**

LCCS has contracted a professional cleaning company to work with the school's custodial staff in cleaning and disinfecting the facility, as well as providing greater air quality with mobile filtration devices, in keeping with state and local health department guidance. A schedule will be developed to provide for deep cleaning every Friday, increased cleaning and bathroom sanitizing during the school day, disinfection and air filtration in the evenings.



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## **Appendix K Academic, Social, and Behavioral Supports**

This school district should include in Appendix K supplemental materials, evidence, and further explanations of the elements listed in the Academic, Social, and Behavioral Supports section in the Board's Plan – Section A.2.a. through A.2.e.



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## **Appendix N Leadership and Planning**

### **1. Scheduling of Students**

LCCS will implement a school program that maximizes physical safety, social/emotional wellbeing, educational growth, and community connections. Official guidance and stakeholder input were considered in all decisions.

#### **a. School Day**

LCCS recognizes that it may need to adjust multiple times throughout the coming year depending on future guidance, therefore flexibility and creative approaches will be critical to the school's and students' success this year. The school is prepared to navigate two environments – virtual and in-person depending on the guidance and circumstances.

The school will provide instruction in two simultaneous structures: remote and in-person. Both will adhere to guidelines and will encompass mission-aligned elements.

LCCS will provide families the opportunity to select a remote instructional program. Remote instruction will be delivered in both synchronous and asynchronous formats. Instructional time, not less than 4 hours daily, will be equivalent to the number of hours a student is spent in standards-based learning under the guidance and direction of a teacher.

In-person programs will occur Mondays through Thursdays, with Fridays set aside for deep-cleaning. Depending on the number of students that select in-person, LCCS will develop an alternating A/B cohort for in-person instruction.

#### **b. Educational Program**

Regardless of the environment (virtual or in-person), LCCS will adhere to the maximum extent possible to its existing New Jersey standards-aligned



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### Restart and Recovery Plan

curriculum that enriches mind, body and spirit, in accordance with the school's mission. The instructional program will be scheduled to maintain:

- Physical, mental and emotional health and safety
- Consistency and structure
- Strong ties and communications
- Support for all learners
- Academic growth



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Restart and Recovery Plan

## **Appendix O Leadership and Planning**

### **4: Staffing**

LCCS will comply with all relevant federal and state employment laws, as well as school board policies. LCCS will consider access and equity for all staff to ensure continuity of student learning and high quality instruction. LCCS will continue to consider individual staff member needs and high risk circumstances.

LCCS will leverage staff experience and talent to maximize the educational environment, whether in-person or remote.



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Federal Families First Coronavirus  
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## 1649 FEDERAL FAMILIES FIRST CORONAVIRUS (COVID-19) RESPONSE ACT

The Federal Families First Coronavirus (COVID-19) Response Act (FFCRA) includes the Emergency Family and Medical Leave Expansion Act (EFMLEA) and the Emergency Paid Sick Leave Act (EPSLA). The EFMLEA expands the Federal Family and Medical Leave Act (FMLA) and the EPSLA provides employees with paid sick leave for specified reasons related to COVID-19.

The provisions of the FFCRA shall apply from April 1, 2020 through December 31, 2020.

### A. Emergency Family and Medical Leave Expansion Act (EFMLEA)

#### 1. Definitions - For the purposes of the EFMLEA:

- a. “Eligible employee” means an employee who has been employed for at least thirty calendar days by the employer with respect to whom leave is requested.
- b. “Employer” means any employer with fewer than five hundred employees.
- c. “Qualifying need related to a public health emergency” means with respect to leave, the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under eighteen years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- d. “Public Health Emergency” means an emergency with respect to COVID-19 declared by a Federal, State, or local authority.



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- e. “Child care provider” means a provider who receives compensation for providing child care services on a regular basis, including an ‘eligible child care provider’ (as defined in section 658P of the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858n)).
- f. “School” means an ‘elementary school’ or ‘secondary school’ as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

### 2. Relationship to Paid EFMLEA Leave

The FFCRA includes the Emergency Family and Medical Leave Expansion Act (EFMLEA) that amended the Federal Family and Medical Leave Act of 1993 (29 U.S.C. 2611 et seq. to provide leave to an eligible employee because of a qualifying need related to a public health emergency with respect to COVID-19 - (U.S.C. 2612(a)(1)(F)).

- a. Leave for Initial Ten Days
  - (1) The first ten days of this FMLA leave for an eligible employee shall be unpaid.
  - (2) If the first ten days of this FMLA leave are unpaid, an employee may elect to substitute any accrued vacation leave, personal leave, or emergency paid sick leave provided by the EPSLA for the initial ten days under the EFMLEA in accordance with 29 U.S.C. 2612(d)(2)(B).



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- (3) An employee may not use sick leave under N.J.S.A. 18A:30-1 for a qualifying need related to a public health emergency. However, an employee receiving sick leave under the provisions of N.J.S.A. 18A:30-1 may only use sick leave because of personal disability due to illness or injury, or because the employee has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

### b. Paid Leave for Subsequent Days

- (1) An employer shall provide paid leave for each day of leave under the EFMLEA that an employee takes after taking such leave for ten days.
- (2) The paid leave for an employee shall be calculated based on:
  - (a) An amount that is not less than two-thirds of an employee's regular rate of pay (as determined under section 7(e) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(e)); and
  - (b) The number of hours the employee would otherwise be normally scheduled to work (or the number of hours calculated under A.2.(b)(4) below).
- (3) In no event shall such paid leave exceed \$200.00 per day and \$10,000.00 in the aggregate.



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(4) Varying Schedule Hours Calculation – In the case of an employee whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken leave under the EFMLEA, the employer shall use the following in place of such number:

(a) Subject to A.2.b.(4)(b) below, a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.

(b) If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

c. Employee Notice to Employer

(1) In any case where the necessity for leave under the EFMLEA for the purpose of a qualifying need related to a public health emergency is foreseeable, an employee shall provide the employer with such notice of leave as is practicable.

(a) A request for such leave that is foreseeable shall be submitted to the Principal and Chief Operating Officer prior to commencing the leave.



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### Federal Families First Coronavirus (COVID-19) Response Act

- (b) A need for such leave that is not foreseeable shall be submitted to the Principal and Chief Operating Officer within one business day of the first day of the leave being taken by the employee.
- (c) The employee shall provide to the Chief Operating Officer the name of the employee's child, the name of the school, place of care, or child care provider that has closed or become unavailable, and a statement that no other suitable person is available to care for the child.

#### d. Restoration to Position

- (1) The employee shall be restored to the same or equivalent position held by the employee when the leave commenced pursuant to 29 CFR 825.214. The requirement to restore the employee to the same or equivalent position held when the leave commenced does not apply to an employer who employs fewer than twenty-five employees if all four of the following conditions are met:
  - (a) The employee takes leave under the EFMLEA.
  - (b) The position held by the employee when the leave commenced does not exist due to economic conditions or other changes in operating conditions of the employer:
    - i. That affect employment; and
    - ii. Are caused by a public health emergency during the period of leave.



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- (c) The employer makes reasonable efforts to restore the employee to a position equivalent to the position the employee held when the leave commenced with equivalent employment benefits, pay, and other terms and conditions of employment.
- (d) If the reasonable efforts of the employer under A.2.d.(1)(c) above fail, the employer makes reasonable efforts during the period described in A.2.d.(2) below to contact the employee if an equivalent position described in A.2.d.(1)(c) above becomes available.

(2) Contact Period

- (a) The period described under A.2.d. above is the one-year period beginning on the earlier of:
  - i. The date on which the qualifying need related to a public health emergency concludes; or
  - ii. The date that is twelve weeks after the date on which the employee's leave under the EFMLEA commences.

B. Emergency Paid Sick Leave Act (EPSLA)

The FFCRA includes the EPSLA, which provides paid sick time to an employee to the extent the employee is unable to work or (telework) due to a need related to COVID-19. The paid sick time provided by the EPSLA and outlined in B.1. below cannot be taken with any other paid leave time provided by the employer.



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## 1. Definitions

### a. For purposes of the EPSLA and this Policy:

(1) “Employee” means an individual who is employed by a private employer with fewer than five hundred employees and public employers with at least one employee.

(2) “Employer” means a private person or entity that employs fewer than five hundred employees and public employers that employ at least one employee.

(a) “Covered employer” includes any person engaged in commerce or in any industry or activity affecting commerce that:

i. In the case of a private entity or individual, employs fewer than five hundred employees; and

ii. In the case of a public agency or any other entity that is not a private entity or individual, employs one or more employees.

(b) “Covered employer” also includes:

i. Any person acting directly or indirectly in the interest of an employer in relation to an employee (within the meaning of such phrase in section 3(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(d)); and



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- ii. Any successor in interest of an employer; and any “public agency”, as defined in section 3(x) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(x)).
- (c) “Covered employer” also includes any “public agency” as defined in section 3(x) of the Fair Labor Standards Act of 1938 (29 U.S.C. 203(x)).
- (3) “Employ” and “State” have the meanings given such terms in section 3 of the Fair Labor Standards Act of 1938 (29 U.S.C. 203).
- (4) “Health care provider” and “son or daughter” have the meanings given such terms in section 101 of the Family and Medical Leave Act of 1993 (29 U.S.C. 2611).
- (5) “Paid sick time” means an increment of compensated leave that:
  - (a) Is provided by an employer for use during an absence from employment for a reason described in any paragraph of B.2.a. below; and
  - (b) Is calculated based on the employee’s required compensation under B.1.a.(6) below and the number of hours the employee would otherwise be normally scheduled to work (or the number of hours calculated under (B.1.a.(7) below), except that in no event shall such paid sick time exceed:



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- i. \$511.00 per day and \$5,110.00 in the aggregate for a use described in B.2.a.(1), (2), or (3) below; and
  - ii. \$200.00 per day and \$2,000.00 in the aggregate for a use described in B.2.a.(4), (5), or (6) below.
- (6) “Required Compensation” subject to B.1.a.(5)(b) above, the employee’s “required compensation” shall be not less than the greater of the following:
  - (a) The employee’s regular rate of pay (as determined under section 7(e) of the Fair Labor Standards Act of 1938 (29 U.S.C. 207(e)).
  - (b) The minimum wage rate in effect under section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(a)(1)).
  - (c) The minimum wage rate in effect for such employee in the applicable State or locality, whichever is greater, in which the employee is employed.

Subject to B.1.a.(5)(b) above, with respect to any paid sick time provided for any use described in B.2.a.(4), (5), or (6) below, the employee’s required compensation shall be two-thirds of the amount described in B.1.a.(6) above.
- (7) “Varying Schedule Hours Calculation” means in the case of a part-time employee described in B.3.b.(2) below whose schedule varies from week to week to such an extent that an employer is unable to determine with certainty the number of hours the



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employee would have worked if such employee had not taken paid sick time under B.2.a. below, the employer shall use the following in place of such number:

- (a) Subject to clause B.1.a.(7)(b) below, a number equal to the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the employee takes the paid sick time, including hours for which the employee took leave of any type.
- (b) If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

## 2. Paid Sick Leave Requirement

- a. An employer shall provide to each employee employed by the employer paid sick time to the extent that the employee is unable to work (or telework) due to a need for leave because:
  - (1) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
  - (2) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - (3) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - (4) The employee is caring for an individual who is subject to an order as described in B.2.a.(1) above or has been advised as described in B.2.a.(2) above.



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- (5) The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
- (6) The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

### 3. Duration of Paid Sick Time

- a. An employee shall be entitled to paid sick time for an amount of hours determined under B.3.b. below.
- b. The amount of hours of paid sick time to which an employee is entitled shall be as follows:
  - (1) For full-time employees, eighty hours.
  - (2) For part-time employees, a number of hours equal to the number of hours that such employee works, on average, over a two-week period.
- c. Paid sick time under the EPSLA shall not carry over from one year to the next.

### 4. Employer's Termination of Paid Sick Time

- a. Paid sick time provided to an employee under the EPSLA shall cease beginning with the employee's next scheduled work shift immediately following the termination of the need for paid sick time under B.2.a. above.



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## 5. Prohibition

- a. An employer may not require, as a condition of providing paid sick time under the EPSLA, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid sick time.

## 6. Use of Paid Sick Time

- a. The paid sick time under B.2.a. above shall be available for immediate use by the employee for the purposes described in the EPSLA, regardless of how long the employee has been employed by an employer.
- b. Sequencing Leave Time
  - (1) An employee may first use the paid sick time under B.2.a. above for the purposes described in the EPSLA.
  - (2) An employer may not require an employee to use other paid leave provided by the employer to the employee before the employee uses the paid sick time under B.2.a. above.

## 7. Notice

- a. Each employer shall post and keep posted, in conspicuous places on the premises of the employer where notices to employees are customarily posted, a notice, to be prepared or approved by the Secretary of Labor, of the requirements described in the EPSLA.
- b. Not later than seven days after the date of enactment of this Act, the Secretary of Labor shall make publicly available a model of a notice that meets the requirements of B.7.a. above.



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## 8. Prohibited Acts

- a. It shall be unlawful for any employer to discharge, discipline, or in any other manner discriminate against any employee who:
  - (1) Takes leave in accordance with the EPSLA; and
  - (2) Has filed any complaint or instituted or caused to be instituted any proceeding under or related to the EPSLA (including a proceeding that seeks enforcement of the EPSLA), or has testified or is about to testify in any such proceeding.

## 9. Enforcement

- a. Unpaid Sick Leave - An employer who violates B.2. through B.6. of this Policy shall:
  - (1) Be considered to have failed to pay minimum wages in violation of section 6 of the Fair Labor Standards Act of 1938 (29 U.S.C. 206); and
  - (2) Be subject to the penalties described in sections 16 and 17 of the Fair Labor Standards Act of 1938 (29 U.S.C. 216; 217) with respect to such violation.
- b. Unlawful Termination - An employer who willfully violates B.8. above shall:
  - (1) Be considered to be in violation of section 15(a)(3) of the Fair Labor Standards Act of 1938 (29 U.S.C. 215(a)(3)); and
  - (2) Be subject to the penalties described in sections 16 and 17 of the Fair Labor Standards Act of 1938 (29 U.S.C. 216; 217) with respect to such violation.



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## 10. Rules of Construction

### a. Nothing in the EPSLA shall be construed:

- (1) To in any way diminish the rights or benefits that an employee is entitled to under any:
  - (a) Other Federal, State, or local law;
  - (b) Collective bargaining agreement; or
  - (c) Existing employer policy; or
- (2) To require financial or other reimbursement to an employee from an employer upon the employee's termination, resignation, retirement, or other separation from employment for paid sick time under the EPSLA that has not been used by such employee.

## 11. Guidelines

- a. Not later than fifteen days after the date of the enactment of the EPSLA, the Secretary of Labor shall issue guidelines to assist employers in calculating the amount of paid sick time under the EPSLA.

## 12. Reasonable Notice

- a. After the first workday (or portion thereof) an employee receives paid sick time under the EPSLA, an employer may require the employee to follow reasonable notice procedures in order to continue receiving such paid sick time.
- b. The request for such leave shall be submitted to the Principal and Chief Operating Officer who may request documentation from the employee in support of the emergency paid sick leave.



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- c. The documentation shall include a signed statement containing the following information: the employee's name; the date(s) for which leave is requested; the COVID-19 qualifying reason for leave; and a statement representing that the employee is unable to work or telework because of the COVID-19 qualifying reason.
- d. An employee requesting to take emergency paid sick leave under the EPSLA or the EFMLEA to care for his or her child must provide the following information: the name of the child being care for; the name of the school; place of care; or child care provider that closed or became unavailable due to COVID-19 reasons; and a statement representing that no other suitable person is available to care for the child during the period of requested leave.

### 13. Regulatory Authorities

- a. The Secretary of Labor shall have the authority to issue regulations for good cause under sections 553(b)(B) and 553(d)(A) of Title 5, United States Code:
  - (1) To exempt small businesses with fewer than fifty employees from the requirements of B.2.a.5. when the imposition of such requirements would jeopardize the viability of the business as a going concern; and
  - (2) As necessary, to carry out the purposes of the EPSLA, including to ensure consistency between the EPSLA and Division C and Division G of the FFCRA.

H.R. 6201: Families First Coronavirus (COVID-19) Response Act  
N.J.S.A. 18A:30-1

Adopted:



## **LEASE AGREEMENT**

This Lease Agreement (the “Lease”) is made effective as of July 1, 2020 by and between Link Education Partners, Inc, a New Jersey Not-For-Profit Corporation, having an office at 23 Pennsylvania Avenue, Newark, New Jersey 07114 (“Landlord”), and Link Community Charter School, Inc., a New Jersey Not-For-Profit Corporation, having an office at 23 Pennsylvania Avenue, Newark, New Jersey 07114 (“Tenant”).

### **WITNESSETH:**

**WHEREAS**, Landlord is the Owner of the premises located at 23 Pennsylvania Avenue, Newark, New Jersey, 07114; and

**WHEREAS**, the Landlord desires to lease its property to the Tenant and the Tenant desires to rent the property from the Landlord, as described herein, in “as is” condition on the date of the lease and subject to the conditions and covenants set forth herein; and

**WHEREAS**, the Landlord and Tenant had first entered into a lease agreement in 2014 and now wish to renew the agreement; and, more particularly as follows:

### **1. LEASED PREMISES.**

Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant that portion of the land and improvements located at and known as 23 Pennsylvania Avenue, Newark, New Jersey and designated as Block 2823, Lot 23 on the Tax Map of the City of Newark, designated as the cross-hatched area on Exhibit A attached hereto including, the School Building facility measuring approximately 55,000 square feet, exterior walkways, sidewalks, stairways, and driveways abutting the property (the “Premises”), with the exception of space designated as the Landlord’s working offices.

## **2. TERM AND POSSESSION.**

The term of this Lease will begin on July 1, 2020 and unless terminated sooner pursuant to the terms of this Lease, it will continue until its expiration on June 30, 2023. The Landlord may terminate this Lease sooner upon ninety (90) days notice to the Tenant for any reason or no reason.

## **3. PURPOSE.**

The Tenant will be using the Premises as a Charter School and must comply with the New Jersey Charter School Statutes and Regulations, and relevant laws, statutes and regulations governing New Jersey Public Schools.

## **4. LEASE PAYMENTS.**

Tenant covenants and agrees to pay to Landlord as rent for and during the term of this lease, the annual sum of \$328,000 to be paid in monthly installments of \$27,334.00. In the event any rent payment is not received by Landlord within fifteen (15) days of its due date, a five percent (5%) late charge shall be applied.

## **5. SECURITY DEPOSIT.**

The Tenant shall pay no security deposit.

## **6. ZONING**

SUBJECT to all zoning ordinances or regulations now or hereafter in effect during the term of this leasehold and to any and all existing encumbrances, conditions, rights, covenants, restrictions, and rights of way.

## **7. REPAIRS AND CARE.**

- i. Tenant enters into this Lease based upon its examination of the Leased Premises without

any representation by Landlord as to the condition of the Premises. Landlord acknowledges that the Leased Premises, while having been significantly upgraded at the time the Tenant originally moved in and began the tenant relationship for this property, is in need of some repairs, including to the roof/brick siding and plumbing.

ii. During the term of this Lease, including any holdover period, Tenant shall maintain the Leased Premises in as good a condition and state of repair as received by Tenant on the Commencement Date, excepting therefrom ordinary wear and tear from reasonable use and damage by the elements not resulting from the neglect or fault of Tenant excepted. Tenant's responsibility to take good care of the Premises and to make all repairs, which shall include painting, repairs and replacement of any fixtures and systems within the walls of the building, and decorating, shall be at Tenant's sole cost and expense. At the end of the Lease Term, or other expiration of this Lease, Tenant shall deliver the Leased Premises to Landlord in as good a condition and state of repair as received by Tenant on the Commencement Date, ordinary wear and tear from reasonable use and damage by the elements not resulting from the neglect or fault of Tenant excepted. Tenant shall neither encumber nor obstruct the sidewalks, driveways, parking areas, yards, entrances, hallways, and stairs, without express written permission of the Landlord, but shall keep and maintain them in a clean and safe condition, free from debris, trash, refuse, snow, and ice.

## **8. LICENSE TO LANDLORD.**

Tenant hereby grants to Landlord an irrevocable license to use the Leased Premises for the purposes of partnering with community organizations, including but not limited to St. Columba, Project U.S.E., Integrity House, and Newark School of the Arts, provided that Landlord is not in breach of the terms of Lease Agreement. It is understood that this license includes a minimum of two weekday afternoons and all-day Saturday.

## **9. DAMAGE OR DESTRUCTION.**

If the Leased Premises or any part of them are destroyed or damaged in any way as a result, in whole or in part, of the carelessness, negligence, or improper conduct by Tenant or its agents, employees, guests, licensees, invitees, subtenants, assignees, or successors, Tenant shall give immediate notice to Landlord.

## **10. ALTERATIONS**

Tenant shall make no structural alterations or square footage additions to the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned, with the understanding that the garden between the school building and the Convent of San Columba, the building next door, cannot be altered. Unless otherwise provided in this Lease, all alterations, additions, improvements, or systems installed in or attached to the Leased Premises by Tenant shall belong to and become the property of Landlord upon the expiration of the Term of this Lease. Tenant shall surrender them as part of the Leased Premises without hindrance, molestation, or damage, except for ordinary wear and tear, when this Lease Term ends or upon sooner termination of this Lease.

## **11. UTILITIES**

Tenant shall enter into direct agreements with all utility suppliers for the Leased Premises. Tenant agrees to pay when due all charges for gas, water, sewer, electricity, fuel oil, or any other utility used by Tenant, which may be assessed or imposed upon the Leased Premises. If Tenant fails to pay such charges or rents, they shall be added to and become payable as additional rent with the next installment of rent due, or within thirty (30) days of Landlord's demand for payment,

whichever occurs sooner. In no case, however, shall Tenant pay such amounts later than one (1) month after Landlord's demand for payment.

## **12. INSURANCE.**

i. During the term of this Lease, Tenant, at its sole cost and expense, shall obtain or provide and keep in full force comprehensive general liability insurance, with Landlord named as an additional insured, insuring against any and all liability or claims of liability for bodily injury, personal injury, or death; or property damage occurring in the Leased Premises, including any sidewalk, driveway, or parking area adjoining the Leased Premises; and arising out of, occasioned by, or resulting from any accident or otherwise in or about the Leased Premises; with limits of not less than \$500,000.00 for injuries to one person, \$1,000,000.00 for injuries to more than one person in any one accident or occurrence, and not less than \$1,000,000.00 for loss or damage to property.

ii. The policy shall be issued by a company or companies authorized to do business in New Jersey and reasonably acceptable to Landlord, and proof of such insurance shall be delivered to Landlord, together with evidence of premium payment for such insurance, not less than fifteen (15) days before the commencement of this Lease Term or of the date when Tenant first enters into possession, whichever occurs sooner. At least fifteen (15) days before the expiration or termination date of any policy, Tenant shall deliver a renewal or replacement policy with proof of premium payment. When placing insurance coverage for the benefit of Landlord, Tenant shall require its carrier or carriers to provide Landlord with thirty (30) days' notice of cancellation or non-renewal of coverage by Tenant. Tenant's failure to maintain insurance coverage detailed here, or cancellation by Tenant of any required insurance during the term of this Lease, shall not release Tenant from any and all obligations and liabilities arising from losses normally covered by such

insurance. Further, such failure to maintain insurance or the cancellation of insurance shall be deemed to place Tenant in default.

iii. As Tenant's use of the Leased Premises involves a program for children, or a social services program, Tenant shall maintain a physical abuse endorsement under its general liability insurance policy required here, which endorsement shall include coverage for sexual misconduct. At Tenant's option, Tenant may obtain and keep in effect for Landlord's benefit, separate coverage in conformity with the insurance requirements of this Lease.

iv. Due to the length of this Lease, Tenant agrees that should the Landlord reasonably require increases in coverage amounts or endorsements brought about by the availability and desirability of additional insurance coverages, Tenant shall, at its own cost and expense, increase such coverage, purchase such coverage and/or maintain such endorsements as may be reasonable required by Landlord.

### **13. INDEMNIFICATION.**

Tenant agrees to and shall save, hold, keep harmless, and indemnify Landlord against any and all payments, expenses, and costs, including reasonable attorney's fees and against any and all claims or liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees, or successors or for any cause or reason whatsoever arising out of or by reason of Tenant's occupancy of the Leased Premises or the conduct of Tenant's business.

### **14. ENVIRONMENTAL COMPLIANCE.**

Notwithstanding anything to the contrary contained in this Lease:

i. To and including the date hereof Landlord has not used, and Tenant will not use, the

Premises, neither has Landlord suffered the land to be used nor will Tenant permit the Premises to be used, for the purpose of refining, producing, storing, handling, transferring, processing, transporting, generating, manufacturing, treating or disposing of said "Hazardous Substances" and/or "Hazardous Wastes" as such terms are defined in N.J.S.A 58:10-23.11b(K) and N.J.A.C. 7:13.3, respectively, except for heating oil, lubricants, cleaning solutions and other such substances necessary for the operation of the Improvements, which shall be safely and properly stored at all times.

ii. Landlord has not used the land and Tenant will not use the Premises, nor will Tenant permit the Premises to be used, as a "Major Facility" as defined in N.J.S.A 58:10-23.11b(1).

iii. Tenant shall furnish the New Jersey Department of Environmental Protection ("DEP") with all the information required by N.J.S.A 56:10-23 11d if the Premises are ever used as a "Major Facility" as defined above.

iv. Landlord has not caused or permitted, and Tenant shall not cause or permit, to exist on or affecting land or the Premises, whether as a result of an intentional or unintentional action or omission, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of a Hazardous Substance into waters of the State of New Jersey or onto the lands from which it might flow or drain into said waters, or into waters outside the jurisdiction of the State of New Jersey, where damage may result to the lands, waters, fish, shell fish, wildlife, biota, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey, unless said release, spill, leak, pumping, emitting, pouring, emptying, or dumping is not in violation of law or is pursuant to and in compliance with the conditions of a permit issued by all appropriate federal or state governmental authorities. If any of the foregoing is caused or permitted in violation of law, Tenant shall promptly rectify the same by clean-up or otherwise in accordance with the provisions

of all applicable law and with the approval of the DEP or the United States Environmental Protection Agency, as the case may be.

v. If the Premises are used as a Major Facility, Tenant shall duly file or cause to be duly filed with the Director of the Division of Taxation in the New Jersey Department of the Treasury, a tax report or return and shall pay or make provision for the payment of all taxes due therewith, all in accordance with and pursuant to N.J.S.A. 58:10-23.11h.

vi. In the event that there shall be filed a lien against the Premises or any portion thereof by the DEP pursuant to and in accordance with the provisions of N.J.S.A. 58:10-23.11f(f), as a result of the chief executive of the New Jersey Spill Compensation Fund having expended moneys from said fund to pay for "Damages" as such term is defined in N.J.S.A. 58:10-23.11(9), and/or "Cleanup and Removal Costs" (as such term is defined in N.J.S.A. 58:10-23.11b(d)) or by any federal agency pursuant to federal law, arising from an intentional or unintentional action or omission of Tenant, resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into the waters of the State of New Jersey or onto lands from which it might flow or drain into said waters, then Tenant shall, within sixty (60) days from the date that Tenant is given notice that the lien has been placed against the Premises or within such shorter period of time in the event that the State of New Jersey has commenced steps to cause the Premises or any portion thereof to be sold pursuant to the lien, either (i) pay the claim and remove the lien from the Premises or any portion thereof or (ii) furnish (x) a bond reasonably satisfactory to Landlord in the amount of the claim out of which the lien arises, (y) a cash deposit in the amount of the claim out of which the lien arises, or (z) other security reasonably satisfactory to Landlord in an amount sufficient to discharge the claim out of which the lien arises. The posting of a bond, cash deposit or

other security shall not limit the right of Tenant to contest the lien claim to the extent permitted by law.

vii. Tenant shall promptly notify Landlord if any lien attached to any revenues or any real or personal property owned by Tenant and located in the State of New Jersey, including, but not limited to, the Premises, as a result of the chief executive of the New Jersey Spill Compensation Fund expending moneys from said fund to pay for "Damages" as such term is defined in N.J.S.A. 58:10-23.11(g) and/or "Cleanup and Removal Costs," as such term is defined in N.J.S.A. 56:10-23.11b (d), arising from an intentional or unintentional action or omission of such Tenant resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of "Hazardous Substances," as such term is defined in N.J.S.A. 58:10-23.11b(k), into the waters of the State of New Jersey or onto the lands of the State of New Jersey or into waters outside the jurisdiction of the State of New Jersey when damage may result to the lands, water, fish, shellfish, wildlife, biota, air and other natural resources owned, managed, held in trust or otherwise controlled by and within the jurisdictions of the State of New Jersey.

viii. Tenant shall promptly notify Landlord if Tenant receives a summons, citation, directive, letter or other communication, written or oral, from the New Jersey Department of Environmental Protection concerning any intentional or unintentional action or omission on Tenant's part resulting in the releasing, spilling, pumping, emitting, emptying or dumping of "Hazardous Substances," as such that term is defined in N.J.S.A. 56:10-23.11b(k), from or on the Premises into the waters or onto the lands of the State of New Jersey, or into the waters outside the jurisdiction of the State of New Jersey resulting in damage to the lands, waters, fish, shellfish, wildlife, biota, air and other natural resources owned, managed, held in trust or otherwise controlled by and within the jurisdiction of the State of New Jersey.

ix. Tenant shall use its best efforts to cause any subtenant or any other person or entity using and/or occupying all or any part of the Premises to comply with the representations, warranties and covenants contained in subparagraphs through (i) above.

x. As used in this Article, the term "Occupant" shall mean any person or entity using and/or occupying the Premises or any portion thereof.

xi. Anything in this Lease to the contrary, Tenant agrees that, at its sole cost and expense, it shall strictly observe, comply with and, fulfill and shall take all necessary steps to cause any and all Occupants to strictly observe, comply with and fulfill all of the applicable terms and provisions of the Industrial Site Recovery Act, N.J.S.A 13:1k-6 et seq., as the same may be amended from time to time and all applicable rules, regulations, ordinances, opinions, orders and directives issued or promulgated pursuant to or in connection with said act by the DEP, or any subdivision or bureau thereof, or any other governmental or quasi-governmental agency, authority or body having jurisdiction (said act and all of said rules, regulations, ordinances, opinions, orders and directives are hereinafter collectively referred to as "ISRA").

xii. Without limiting the foregoing, Tenant agrees to indemnify and hold Landlord harmless from and against any and all liability, penalties, losses, expenses, damages, costs, claims, causes of action, judgments and/or other charges, of whatever nature, including, but not limited to, reasonable attorneys' fees, to the extent said lien, encumbrance, liability, penalty, loss, expense, damage, cost, claim, cause of action, judgment or other charge arises from or in connection with Tenant's failure or inability, for any reason whatsoever, to observe or comply with ISRA and/or the provisions of this Article.

xiii. Without limiting any other provisions of this Lease, Tenant represents, covenants and

agrees that it will not enter into, any lease, contract, agreement or other arrangement, written or oral, with or without consideration, of whatever sort and however denominated for the use and/or occupancy of any portion of the Premises which does not provide that the use and occupancy thereunder shall not involve, directly or indirectly, in whole or in part, the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of Hazardous Substances or Wastes (as such term is defined in ISRA) on site, above ground or below ground, except for de minimus amounts and except for heating oil, lubricants and other such substances necessary for the operation of the improvements and equipment, which shall be safely and properly stored at all times.

xiv. The Environmental Addendum annexed to this lease is incorporated into this lease as if set forth herein at length.

xv. The representations, warranties and covenants set forth in this Article shall survive the termination of this Lease.

## **15. COMPLIANCE WITH LAWS.**

i. Tenant takes the Leased Premises subject to existing easements, rights, reservations and restrictions, and zoning ordinances of the local municipality. It shall be Tenant's responsibility to ascertain and comply with any zoning ordinances applicable to its use and occupancy. Further, Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules, regulations, requirements, and directives of the federal, state, and municipal governments and of all their departments, bureaus, and subdivisions. Tenant shall correct, prevent, and abate any nuisance, violation, or other grievance in or about the Leased Premises during the term of this Lease. Tenant shall promptly comply with all orders, regulations, requirements, and directives of the Board of Fire Underwriters or similar authority and of any insurance company or self-insurance program, which has issued or is about to issue, policies of insurance covering the Leased Premises and its

contents for the prevention of fire or other casualty, damage, or injury, at Tenant's sole cost and expense.

ii. With respect to the Asbestos Hazard Emergency Response Act ("AHERA") and related governmental laws and regulations, Landlord, when applicable, shall be responsible for the inspection, sampling, preparation of the Asbestos Management Plan ("AMP"), the posting of notices in maintenance areas, repairs, initial cleaning, and periodic inspections and re-inspections. Tenant shall be responsible for the training of all maintenance personnel in either a two-(2) hour awareness course or a fourteen-(14) hour workers' training course as may be required under AHERA by the scope of their employment, the implementation and record keeping for all AHERA protocols, and outside contractors. Tenant shall make the Leased Premises and its record keeping documentation required under this provision available to Landlord at Landlord's request. Tenant's failure to comply with the notice and record keeping requirements of AHERA and this provision shall place Tenant in default under this Lease.

iii. Notwithstanding anything to the contrary in this Lease, Tenant shall be and hereby expressly agrees to be responsible, at its sole cost and expense, for compliance with all fire safety codes, regulations, ordinances, and the like as they may be applicable to the Leased Premises as a result of Tenant's use and occupancy of them.

iv. Further, Tenant shall and hereby expressly agrees to comply with the Americans with Disabilities Act at its sole cost and expense, as that Act may apply to Tenant's use and occupancy of the Leased Premises, regardless of any provision in this Lease to the contrary.

v. If Tenant's use of the Leased Premises triggers application of any statute, regulation,

ordinance, or the like concerning lead paint, Tenant shall be and hereby expressly agrees to be responsible for full compliance at its sole cost and expense, notwithstanding anything to the contrary in this Lease Agreement.

#### **16. REAL ESTATE TAXES.**

The Leased Premises are currently exempt from municipal taxes. If Tenant's use of the Leased Premises causes taxes to be imposed or assessments to be levied against the land and improvements, of which the Leased Premises are a part, in any calendar year during the term of this Lease, or of any renewal or extension of it, Tenant shall be responsible for payment of such taxes or assessments in full, in addition to the payment of rent as fixed by this Lease. This sum shall be considered as additional rent and shall be paid in as many equal installments as there are months remaining in the calendar year for which the taxes or assessments are imposed. This additional rent shall be due and payable on the first day of each month, in advance, during the remaining months of that year. Tenant's obligation to pay any taxes or assessments imposed as additional rent shall include taxes for the calendar year in which this Lease Term ends, or in which Tenant vacates the Leased Premises, and the next calendar year should this Lease Term end, or should Tenant vacate, abandon, or otherwise leave the Leased Premises at any time after October 1 of any given calendar year. The Tenant shall be responsible for interest and/or penalties imposed in addition to the taxes for late payment.

#### **17. SIGNS.**

i. Tenant shall not place nor allow to be placed any signs, symbols, or designation of any kind ("signs") on the exterior walls or grounds of the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned. Tenant

shall be responsible for insuring that any such sign permitted by Landlord shall at all times comply with all applicable municipal ordinances or other laws or regulations. Tenant shall bear any and all costs associated with compliance, including the costs of any permits or licenses that might be required. At the expiration or sooner termination of this Lease, Tenant shall remove any such signs, restore the Premises to their original condition, and repair any damage caused by their removal. Tenant agrees that no signs shall be placed on the roof of the Leased Premises.

ii. In case Landlord or its agents, employees, or representatives shall deem it necessary to remove any signs properly erected by Tenant under this provision in order to paint or make any repairs, alterations, or improvements, Landlord shall have the right to remove such signs, provided that they shall be put back into place at Landlord's expense when Landlord's work is completed. This clause shall in no way be deemed to be a covenant by Landlord nor be construed to create an obligation on the part of Landlord to make any such repairs, alterations, or improvements to the Leased Premises.

#### **18. ASSIGNMENT AND LIMITATION ON USE.**

Tenant does not have the right to sublet, assign, mortgage or hypothecate this Lease.

#### **19. MECHANICS' LIENS.**

Tenant shall not allow nor cause any mechanics' or other liens to be created or filed against the Leased Premises as the result of any work or labor performed or claimed to be performed for Tenant, or as the result of materials furnished or claimed to be furnished to Tenant for any alteration, repair, or addition to the Leased Premises. If any such lien or encumbrance is filed against the Leased Premises or any part of Tenant's leasehold interest, Tenant shall, at its sole cost and expense and within thirty (30) days of such filing, cause such lien or liens to be satisfied and discharged of record, together with any Notices of Intention that may have been filed. If Tenant

fails to do this, Landlord shall be entitled to resort to any remedies provided for in this Lease in case of Tenant's default. In addition, Landlord shall be entitled to pursue any remedy as might be permitted by law. Landlord shall be entitled to reimbursement by Tenant for any and all costs incurred by exercising its remedies under this provision, including reasonable attorney's fees and costs.

## **20. MORTGAGE PRIORITY.**

Landlord represents and warrants to Tenant that as of the date of this Lease, the Leased Premises is encumbered by a mortgage; the recording of which shall have priority and preference over this Lease and be superior to it, regardless of the date of recording; provided, however, that Landlord, Tenant, and such lender enter into a commercially reasonable form of subordination, non-disturbance, and attornment agreement. This Lease shall in no way be a lien against the Leased Premises, Tenant agrees to execute any commercially reasonable instrument or document which may be necessary or desirable to effect the subordination of this Lease to any such future mortgage without cost to Landlord,

## **21. CONDEMNATION.**

i. If condemnation proceedings or other action is taken for the purpose of condemning or taking by eminent domain the Leased Premises or the land on which the Leased Premises are located, or any part of them, or if, in lieu of a formal condemnation or taking action, Landlord sells and conveys the Leased Premises or any part of them to a governmental agency or body of any kind, or to a public utility or public authority seeking to take all or part of the land or Premises, this Lease, at the option of Landlord, shall terminate and the term of this lease shall come to an end as of the date Landlord fixes by written notice to Tenant as if that date was the date originally fixed in this Lease for its expiration, Tenant shall vacate the

Leased Premises on or before the date fixed by Landlord, and the fixed annual rent and any other charges to be paid by Tenant shall be apportioned as of the date Tenant vacates the premises.

ii. Tenant agrees to vacate the Leased Premises, remove all its personal property, and deliver possession of the Leased Premises to Landlord or to such other party as Landlord may designate, Tenant agrees to execute and deliver any commercially reasonable instruments, at the expense of Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to any such governmental agency or body or other public authority or utility seeking to take or acquire all or part of the Leased Premises. If Tenant fails to comply with any provisions of this clause, it shall be responsible for any costs, expenses, damages, and losses that Landlord may incur because of Tenant's failure to comply with this provision.

iii. Tenant shall be entitled to receive from Landlord or the condemning authority the unamortized value of improvements made to the Leased Premises by Tenant. The unamortized value of improvements shall mean the actual dollar amount spent by Tenant to improve, alter, or repair the Leased Premises for Tenant's use during the first 5 years of the Term amortized over a ten (10) year period. Tenant may also file a separate claim for the taking of any fixtures or equipment owned by it which have not become Landlord's property, for moving expenses, or for loss of Tenant's leasehold interest, provided such claim by Tenant shall in no way affect or diminish Landlord's award. Other than the foregoing, Tenant shall have no claim or right to claim, nor be entitled to any portion of any amount Landlord may be awarded as damages, or paid as the result of such taking or condemnation proceedings, or which may be paid to

Landlord as the purchase price for such option, sale, or conveyance made in lieu of formal condemnation proceedings.

## **22. FIRE OR OTHER CASUALTY LOSS.**

i. Tenant shall give immediate notice to Landlord if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements. If the Leased Premises are damaged by the elements, fire, or other casualty, Landlord shall make repairs as speedily as practicable. If, in the sole opinion of Landlord, the fire, casualty, or other loss is so substantial and extensive as to make the Leased Premises or any portion thereof untenable, then Tenant's obligation to pay rent shall abate in proportion to the percentage of the Leased Premises that is untenable as of the day of the fire or other casualty event until such date as the Leased Premises are renovated and made tenantable. A portion of the Leased Premises shall be deemed untenable if it is unfit for occupancy by the Tenant or cannot be used by the Tenant as to conduct its business. However, if Landlord, in its sole opinion, decides that the Leased Premises have been so totally destroyed or so extensively damaged as to require practically a rebuilding of them, then the rent shall be paid up to the time of such damage or destruction and the term of this Lease shall come to an end.

ii. If Tenant is insured against any of the risks covered in this provision, then the proceeds of such insurance shall be paid over to Landlord to the extent of Landlord's costs and expenses to make the repairs, and neither Tenant nor its insurance carriers shall have recourse against Landlord or its self-insurance administrator for reimbursement.

## **23. TENANT'S FAILURE TO PERFORM.**

i. If Tenant fails to comply with or refuses to perform any condition, term, or

covenant of this Lease within thirty days after receipt of written notice from Landlord, Landlord may, if it so elects, carry out and perform such obligation on the part of Tenant at Tenant's sole cost and expense. If Landlord incurs any cost or expense whatsoever in carrying out Tenant's duties or obligations under this Lease, such cost or expense shall be due immediately upon demand or, at the option of Landlord, shall be added to and become payable as additional rent with the next rent installment due.

ii. However, in no case shall Tenant pay such costs and expenses later than one (1) month after Landlord's demand for payment. Landlord's remedy under this provision shall be in addition to any other remedies it may have under this Lease in the event of Tenant's default or as may be permitted by law.

#### **24. RIGHT OF ENTRY.**

Tenant agrees that Landlord, or anyone designated by it, shall have the right to enter into and upon the Leased Premises, or any part of them, during Tenant's regular operating hours so that it may examine or inspect the Leased Premises, or make repairs or alterations that may be necessary for the safety and preservation of them, or to show them to potential purchasers, lenders, or lessees. Landlord shall not be liable for any inconvenience, disturbance, or other damage caused to Tenant or any other occupant as a result of making repairs or alterations, or bringing materials or supplies into the Leased Premises so that repairs or alterations can be made. This provision shall in no way be deemed to be a covenant by Landlord, nor be construed to create an obligation on the part of Landlord, to make any such inspection or repair.

## **25. RIGHT TO SHOW PREMISES.**

Tenant agrees to allow Landlord, or anyone designated by it, to show the Leased Premises to any person wishing to purchase them or during the last year of the Term, to lease them. Tenant agrees that starting one hundred and twenty (120) days from the end of this Lease Term, Landlord or its designee shall have the right to place notices on the front of the Leased Premises, or any part of them, offering the Premises for lease or for sale. Tenant agrees that it shall permit such notice to remain in place, without hindrance or molestation.

## **26. HAZARD INSURANCE.**

Tenant shall maintain fire and other hazard insurance on the Leased Premises and all improvements thereto in an amount not less than one hundred (100%) percent of the full replacement cost. Upon request, tenant will provide evidence of such insurance to Landlord. If Tenant is unable or unwilling to procure such insurance, then Landlord may, if it so elects, terminate this Lease upon giving Tenant fifteen (15) days written notice of its intention to do so. Once Landlord has given this notice, this Lease shall terminate and its term shall come to an end as of the date fixed by Landlord in its notice, as if that date was the date originally fixed in this Lease for its expiration.

## **27. ABANDONMENT OF EQUIPMENT AND FIXTURES.**

If Tenant fails to remove any of its equipment, fixtures, goods, or other property when this Lease Term ends, or when Tenant may abandon the Leased Premises, or if Tenant is evicted from the Leased Premises, they shall be considered abandoned. Landlord shall have the right, without any notice to Tenant, to sell or otherwise dispose of them at Tenant's expense.

Landlord shall not be accountable to Tenant for any part of the proceeds of any sale and shall not be liable to Tenant or any other party for damages or prosecution. If Landlord incurs costs

or expenses, or is exposed to a claim for loss as a result of Tenant's abandonment of its property or its failure to remove its property, Landlord shall be entitled to recoup its losses and expenses from Tenant, including reasonable attorney's fees. For this purpose, Landlord shall have recourse to any remedy or right provided in this Lease or permitted by law.

## **28. DEFAULT BY TENANT.**

i. If Tenant defaults in the performance of any conditions or covenants contained in this Lease other than a payment default and remain in default after thirty days from receipt of written notice of default from Landlord, or if during the term of this Lease Tenant abandons or deserts the Leased Premises or any part of them, or if Tenant is evicted by summary proceedings or otherwise, Landlord may re-enter the Leased Premises and regain possession and enjoyment of them. If Landlord takes this action, it shall not be liable to Tenant for damages or prosecution. Landlord's rights under this provision shall be in addition to any other remedies or rights contained in this Lease or permitted by law. Landlord may re-let the Leased Premises and receive the rents. In so doing, Landlord shall apply the rent first to the payment of its costs and expenses, including reasonable attorney's fees and costs incurred by re- entering and repossessing the Leased Premises and in making any necessary repairs and alterations. Then, if any rent sums are still available, they shall be applied to the payment of rents due from Tenant under this Lease.

ii. Tenant shall remain liable to Landlord for any rent arrears, as well as the rents that may accrue subsequent to re-entry by Landlord, to the extent of the difference between the rents due under this Lease and the rents, if any, received by Landlord during the remainder of the unexpired term of this Lease, after Landlord makes deductions for its costs and expenses as permitted under this provision. Tenant shall be obligated to pay for such rents as rent deficiencies arise and are ascertained each month.

## **29. TERMINATION UPON DEFAULT.**

If any of the contingencies set forth in the preceding paragraph occur, or should Tenant be adjudicated bankrupt insolvent, or placed in receivership, or should proceedings be instituted by or against Tenant for such purposes or the like, or if this Lease or Tenant's estate under this Lease passes to another as the result of any court proceedings, writ of execution, levy, sale, or the like, or by operation of law in any way, Landlord may, if it so elects at any time after such event, terminate this Lease by giving to Tenant or to any trustee, receiver, assignee, or other person in charge of or acting as custodian of the assets or property of Tenant, five (5) days' written notice of Landlord's intention to so terminate this Lease. Once Landlord has given this notice, this Lease shall terminate and its term shall come to an end on the date fixed in Landlord's notice as if that date was the date originally fixed in this Lease for its expiration. Tenant, however, shall remain liable to Landlord for any rent arrears or charges or costs of any kind due Landlord from Tenant under this Lease through the date of termination Landlord shall have the right to remove all persons, goods, fixtures, and equipment from the Premises without liability for damages or prosecution. Landlord shall be entitled to recoup from Tenant any expenses or losses incurred in such removal, including reasonable attorney's fees. Landlord shall have recourse to any remedy or right under this Lease or permitted by law to effect this provision.

## **30. LIMITATION OF LANDLORD'S LIABILITY.**

i. Landlord shall not be liable for any damage or injury which Tenant or any other person may sustain as a result of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts, or the like; or of the electrical, gas, power, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or as a result of the elements; or as a result of the

carelessness, negligence, or improper conduct on the part of any other Tenant or the Landlord or any agent, employee, guest, licensee, invitee, subtenant, assignee, or successor of Landlord, this Tenant or any other Tenant; or attributable to any interference, or interruption, or failure beyond Landlord's control, of any services to be furnished or supplied by Landlord.

ii. None of the individual officers, directors, or employees of Landlord shall be personally liable with respect to any provision of this Lease. If Landlord is in breach or default with respect to its obligations under this Lease, Tenant shall look solely to Landlord's equity in the Leased Premises for satisfaction of Tenant's remedies. It is expressly understood and agreed that Landlord's obligations under this Lease shall in no event exceed the loss of its equity in the Leased Premises.

### **31. NON-WAIVER OF RIGHTS AND REMEDIES.**

Landlord's various rights, remedies, options, and elections contained in this Lease are cumulative. They are not intended to be exclusive of any other remedy Landlord may be entitled to pursue. If Landlord does not enforce Tenant's strict performance of any of the terms, conditions, or covenants of this Lease, or if it does not exercise an election or option available to it, or if it does not resort to or avail itself of any remedy provided in this Lease, or if Landlord accepts a rent installment after any breach by Tenant in one or more instances, Landlord's action shall not be construed or deemed to be a waiver or a relinquishment by Landlord of any such conditions, covenants, options, elections, or remedies, which shall each continue in full force and effect and be available to Landlord in the future.

### **32. LANDLORD'S INABILITY TO PROVIDE SERVICE OR MATERIAL.**

This Lease, and Tenant's obligation to pay rent and to comply with the terms, covenants, and conditions of this Lease, shall not be affected, curtailed, impaired, or excused because of

Landlord's inability to supply any service or material called for under this Lease as a result of any rule, order, regulation, or pre-emption by any governmental entity, authority, department, agency, or subdivision; or for any delay which may arise from negotiations over the adjustment of any fire or other casualty or loss; or because of strikes or other labor trouble; or for any cause beyond the control of Landlord.

### **33. QUIET ENJOYMENT.**

Landlord covenants and represents that it is the fee simple owner of the Leased Premises and has the right and authority to enter into, execute, and deliver this Lease. Landlord further covenants that Tenant, by paying the rent fixed in the Lease and performing all the terms, conditions, and covenants contained in this Lease, shall and may peaceably and quietly have, hold, and enjoy the Leased Premises for the term of this Lease.

### **34. WAIVER OF RIGHTS FOR INSURED LOSSES.**

- i. Tenant waives all rights of recovery against Landlord or its agents, employees, self-insurance administrator, or other representatives for any loss, damage, or injury of any nature whatsoever to property or persons for which Tenant is insured. Tenant shall obtain from its insurance carriers, and shall deliver to Landlord, waivers of subrogation rights under the respective policies.
- ii. Landlord waives its right of recovery against Tenant or its agents, employees, self-insurance administrator, or other representatives for any loss, damage, or injury of any nature whatsoever to property or persons for which Landlord is insured.
- iii. Landlord shall obtain from its insurance carriers, and shall deliver to Tenant, waivers of

subrogation rights under the respective policies. Notwithstanding the foregoing, this waiver is only applicable to amounts covered under the insurance policies which, as to fire and other hazard insurance will provide full replacement cost coverage, and Landlord retains its right of recovery against Tenant or its agents, employees, self-insurance administrator or other representatives for any deductible or retention amounts under its insurance policies, not exceeding one million (\$1,000,000.00) dollars, whether such deductible amounts are funded by the Landlord or its self-insurance administrator.

### **35. HOLDOVER.**

In the event Tenant remains in possession after the expiration of the Term of this lease without Landlord's consent, such occupancy shall be deemed to be a month-to-month tenancy and the "Holdover Period." In addition to any damages to which Landlord may be entitled or other remedies Landlord may have by law, Tenant shall pay to Landlord a rental for the Holdover Period of the base rent plus \$2500 per month during the last Lease Year of the Term, plus all items of additional rent, if any, and other charges with respect to the Premises payable by Tenant during the last Lease Year of the Term. Nothing herein contained shall be deemed to give Tenant any right to remain in possession of the Premises after the expiration of the Term of this Lease. The sum due to Landlord hereunder shall be payable by Tenant upon demand.

### **36. BROKERS.**

Landlord and Tenant each represent and warrant to each other that it has not dealt with any real estate broker or agent in connection with the development, negotiation, and/or execution of this Lease. Each party agrees to hold and save the other harmless from and against any claims for commissions, fees, or payments of any kind made to the other party by any broker, agent, or the like and arising from the development, negotiation, and/or execution of this Lease.

### **37. SEVERABILITY.**

i. The terms, conditions, covenants, and provisions of this Lease shall be deemed to be severable. If any clause or provision contained in this Lease is found to be invalid or unenforceable by a court of competent jurisdiction, or by operation of any applicable law, it shall not affect the validity of any other clause or provision of this Lease, but such other clauses or provisions shall remain in full force and effect.

ii. Further, if Landlord so elects, it may pursue the relief or remedy sought in any invalid clause by conforming the clause with the provisions of the statutes or the regulations of any government agencies as might apply, as if the particular provisions of the applicable statutes or regulations were provided or set forth at length in this Lease.

### **38. NOTICES.**

All notices required under the terms of this Lease shall be given and shall be complete upon receipt, by certified or registered mail, return receipt requested or by reputable overnight courier service, such as FedEx, to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing by either party to the other in a manner consistent with this provision.

### **39. ENTIRE AGREEMENT.**

This Lease contains the entire agreement between the parties. No representative, agent, or employee of either party has been authorized to make any representations or promises with regard to this Lease, or to vary, alter, or modify the terms of this Lease. No additions, changes or modifications, renewals, or extensions shall be binding unless reduced to writing and signed by Landlord and Tenant

#### **40. REFERENCES AND BINDING COVENANTS.**

Words used in the singular shall be considered to include the plural and, whenever any particular gender is used, it shall be inclusive of the masculine, feminine, and neuter gender where the text so requires.

All the terms, covenants, and conditions contained in this Lease shall be for, and shall inure to the benefit of, and shall bind the respective parties hereto, their heirs, executors, administrators, personal or legal representatives, successors, and assigns.

#### **41. AUTHORITY TO BIND.**

Landlord and Tenant represent and warrant to the other that the corporate officers signing this Lease have the authority, duly and properly conferred upon them, to bind their respective organization to the terms and conditions of this Lease and to execute this Lease.

#### **42. FORCE MAJEURE.**

If Landlord is unable to perform any of its obligation; or to supply or is delayed in supplying any service expressly or impliedly to be supplied; or is unable to make or is delayed in making any repair, additions, alterations, or decorations; or is unable to supply or is delayed in supplying any equipment or fixtures due to events beyond its control; the time provided to Landlord for performing such obligations shall be extended by a period of time equal to the duration of such events; and the Tenant shall not be entitled to any claim against Landlord by reason thereof; and the obligation of Tenant to perform all its obligations under this Lease shall not be affected, impaired, or excused thereby. Events beyond Landlord's control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, casualty, labor or material shortages, government regulation or restriction, and weather conditions. Nothing herein, however, shall delay or affect Tenant's obligation to pay rent under this Lease as and when the same becomes due.

#### **43. NOTICE OF LANDLORD'S DEFAULT.**

Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord. Landlord shall not be in default under this lease unless Landlord fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. If more than thirty (30) days are required to cure such non-performance, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and therefore diligently pursued to completion.

#### **44. MISCELLANEOUS.**

- i. The laws of the State of New Jersey shall govern this Lease.
- ii. Tenant may record a memorandum of this Lease. Landlord shall execute and have notarized a commercially reasonable form of memorandum of lease, which shall be recorded at Tenant's expense.
- iii. The submission of this Lease by one party to the other for review, comment, or examination shall not be deemed to be an offer and shall not bind either party until fully-executed.
- iv. This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

In Witness Whereof, the parties have here set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be affixed to this Lease, the day and year first above written.

The parties, having read and agreed to the above terms, sign their names as follows:

**LANDLORD: Link Education Partners**

By:\_\_\_\_\_ Dated:\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Board Chair

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title: President and Executive Director

**TENANT: Link Community Charter School**

By:\_\_\_\_\_ Dated:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title: Board Chair

By:\_\_\_\_\_ Dated:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title: School Business Administrator/oard Secretary