LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES SPECIAL MEETING May 23, 2022, 6:30 PM In-Person and Via Zoom Link Community Charter School 23 Pennsylvania Avenue, Newark, New Jersey 07114

Approved Minutes

LINK COMMUNITY CHARTER SCHOOL MISSION

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

CALL TO ORDER

The special meeting of the Link Community Charter School Board of Trustees was called to order at 6:38 pm by Mrs. Brenda Daughtry, Board Chair.

FLAG SALUTE

OPEN PUBLIC MEETINGS NOTICE: READING OF THE "SUNSHINE LAW" STATEMENT

Adequate notice of this meeting of the LCCS Board of Trustees, setting forth time, date and location, was provided by placing a notice with the New Jersey *Star Ledger and nj.com, Irvington Herald*, East *Orange Record*, *Orange Transcript*, and *Essex Daily News* on May 10, 2022; by email to the city clerks of the four districts of residence and the county superintendent of education on May 10, 2022; by posting notice on the school website; and by communicating same to the Board of Trustees.

ROLL CALL

| Member | Present | Absent |
|-----------------------|---------|--------|
| Barkley, Ms. | | |
| Clarke-Avignant, Mrs. | | |
| Daughtry, Mrs. | | |
| Ebanks, Ms. | | |
| Holguin-Veras, Mrs. | | |
| Marshall, Mr. | | |
| Naar, Mr. | | |
| Petrillo, Mr. | | |
| Smith, Mrs. | | |

IN ATTENDANCE: NON-VOTING STAFF/BOARD ATTORNEY

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

APPROVAL OF MINUTES

Resolution #052322-01: Be it Resolved that the Board of Trustees accepts and approves the minutes of the regular board meeting held on May 09, 2022. Moved by Ms. Barkley Seconded by Mrs. Smith Discussion: None Vote: Voice; passed unanimously

APPROVAL OF AGENDA

Resolution #052322-02: Be it Resolved that the Board of Trustees accepts and approves the agenda for the special board meeting on May 23, 2022. Moved by Mrs. Smith Seconded by Mr. Marshall Discussion: None Vote: Voice; passed unanimously

PRESENTATION

Strategic Planning, Mrs. Maria Pilar Paradiso

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 have specific legal rights afforded by the laws of New Jersey. The Board bears no responsibility, nor will it be liable for any comments made by members of the public. Members of the public should consider their comments in light of the legal rights of those affected or identified in their comments and be aware that they are legally responsible and liable for their comments. Comments by each member of the public choosing to speak are limited to 3 minutes.

CLOSING OF PUBLIC COMMENT

Seeing there are no members of the public wishing to speak, Mrs. Daughtry closed the public comment portion of this meeting.

ACKNOWLEDGMENT OF CORRESPONDENCE

None

HEAD OF SCHOOL

No Report

Approval to accept grant funds

Resolution #052322-03: Be it Resolved that the Board of Trustees accepts the Emergent and Capital Maintenance Funds Allocation for the 2021-22 school year in the amount of \$25,643, as recommended by the Head of School.

Moved by Ms. Barkley Seconded by Mr. Marshall Discussion: None Vote: Voice; passed unanimously

Approval for revision to 2022-2023 school calendar

Resolution #052322-04: Be it Resolved that the Board of Trustees approves the attached revised 2022-23 School Calendar, initially approved on February 14, 2022, and revised on May 09, 2022, as recommended by the Head of School. Moved by Mrs. Smith Seconded by Ms. Barkley Discussion: None Vote: Voice; passed unanimously

Approval for revision to 2021-2022 school calendar

Resolution #052322-05: Be it Resolved that the Board of Trustees approves the closing of school on Tuesday, May 31, 2022, in lieu of not using snow days or emergency closings, as recommended by the Head of School. Moved by Mr. Marshall Seconded by Mrs. Clarke-Avignant Discussion: None Vote: Voice: passed unanimously

Approval of updated personnel list

Resolution 052322-06: Be it Resolved that the Board of Trustees approves the attached updated Personnel List for 2022-23 school year, dated May 23, 2022, as recommended by the Head of School. Moved by Mrs. Smith Seconded by Mr. Marshall Discussion: None Vote: Voice; passed unanimously

Governance Committee

• Committee Report

PRESENTATION

Annual Board Self Evaluation Results and Discussion of Board Goals for 2022-2023, Mrs. Sharon Machrone.

Approval of the second reading and approval of a new policy

Resolution #052322-07: Be it Resolved that the Board of Trustees approves the second reading and approval of Policy1648.15 Recordkeeping for Healthcare Settings in School Buildings - COVID 19, as recommended by the Governance Committee. Moved by Mrs. Smith Seconded by Mr. Marshall Discussion: None

Vote: Voice; passed unanimously

Approval of the first reading of policies and regulations revisions

Resolution #052322-08: Be it Resolved that the Board of Trustees approves the first reading of the following policies and regulations revisions, as recommended by the Governance Committee: P 3161 Examination for Cause (R) (Revised) P 4161 Examination for Cause (R) (Revised) P 5512 Harassment, Intimidation, and Bullying (M)(Revised) P 7410 Maintenance and Repair (M) (Revised) R 7410 Maintenance and Repair (M) (Revised) P 8520 Emergency and Crisis Situations (M) (Revised) P 9320 Cooperation with Law Enforcement Agencies (M) (Revised) R 9320 Cooperation with Law Enforcement Agencies (M) (Revised) Moved by Mrs. Smith Seconded by Mrs. Holguin-Veras Discussion: None Vote: Voice; passed unanimously

Finance Committee

No Report

Approval of renewal of food service

Resolution #052322-09: Be it Resolved that the Board of Trustees approves the attached renewal with Maschio's Food Services for the 2022-23 school year as an extension of the original contract, as recommended by the school business administrator. Moved by Ms. Barkley Seconded by Mr. Marshall Discussion: None Vote: Voice; passed unanimously

OLD BUSINESS

None

NEW BUSINESS

Approval of bills list

Resolution #052322-10: Be it Resolved that the Board of Trustees accepts and approves the attached bills list for May 23, 2022, as recommended by the school business administrator. Moved by Mrs. Smith Seconded by Mr. Marshall Discussion: None Vote: Voice; passed unanimously

Approval of additional special meeting

Resolution #052322-11: Be it Resolved that the Board of Trustees approves an additional special meeting on June 27, 2022, for the head of school annual evaluation and to conduct regular business as necessary, as recommended by the governance committee. Moved by Ms. Barkley Seconded by Mrs. Smith Discussion: None Vote: Voice; passed unanimously

ANNOUNCEMENTS

The next regular and the annual board meeting will be held on Monday, June 13, 2022.

8th grade graduation will be Friday, June 17th, 2022, at 6pm.

The next special board meeting will be held on Monday, June 27, 2022.

Please continue to recruit board members to fill vacancies.

MOTION TO ADJOURN

Moved by Mrs. Smith Seconded by Mrs. Clarke-Avignant Vote: Voice; passed unanimously The meeting was adjourned at 7:41 pm.

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

Respectfully submitted,

Debra Paczkowski, Board Recording Secretary Date: May 23, 2022 Approved by the Link Community Charter School Board of Trustees: June 13, 2022.

HOS Report to the Board of Trustees Regarding Strategic Planning May 2022 LCCS Board Meeting

Through the Charter Program Grant (CPG), Link Community Charter School is required to participate in strategic planning to identify major goals and objectives that will leverage the school's strengths and support stronger school and student outcomes.

Various stakeholders, including board members will take part in the process, which will include multiple days of reviewing the feedback and survey data gathered in the spring through the Focused Lens Protocol. The Team at the CPG has prepared a draft report which is being finalized and will be used by the Strategic Planning Team.

Board members are asked to consider participating. Those interested should reach out to Maria to let her know via email or phone. The first meeting will take place in June and the process should be completed by end of August/early September.



Charter and Renaissance School Project Emergent and Capital Maintenance Funds

| Full Name: Maria Pilar Para | adiso |
|-----------------------------|-------|
| Title: Head of School | |

Charter or Renaissance School Project Name:

- I, Maria Pilar Paradiso
 - 1. I am the Head of School for the Link Community Charter S (enter Charter or Renaissance School Project Name)

certify:

- 2. I am authorized to make this certification on behalf of the Charter or Renaissance School Project and I:
 - a. I accept these funds:
 - b. I decline these funds:
 - c. In the amount of: \$25,643
- 3. I make this certification in furtherance of the requirements for the Charter or Renaissance School Project's receipt of its allocated portion of \$5 million in funding in the New Jersey Fiscal Year 2022 budget, to be distributed by the New Jersey Department of Education (NJDOE) to Charter or Renaissance School Projects for emergent projects and capital maintenance projects associated with students' return to in-person education (the "Designated Funding").
- 4. I certify that the Charter or Renaissance School Project will utilize its allocated portion of the Designated Funding to pay for expenses already incurred or to be incurred in Fiscal Year 2022 for emergent projects (as defined by N.J.A.C. 6A:26-3.14) and capital maintenance projects (as defined by N.J.S.A. 18A:7G-3) necessary to facilitate students' return to in-person education.
- I certify that Designated Funding will not be applied to purchases, expenditures, or scopes of work that are or will be funded or reimbursed through other resources, including other state or federal funding or reimbursement programs.
- 6. I certify that the Designated Funding will be utilized in connection with the emergent projects and/or capital maintenance projects identified in Attachment A, specifying the relevant school facility and scope of work.

- I certify that the Charter School will comply with the provisions of the Public School Contracts Law, N.J.S.A. 18A:18A-1.1 et seq., in making its purchases and contracting for work or services to be paid for with the Designated Funding. Renaissance School Projects are exempt from the provisions of Public School Contracts Law.
- 8. I certify that the Charter or Renaissance School Project shall create, receive, and maintain such accounts and records as are necessary to document all expenditures to be paid for with the Designated Funding, including records of the nature, scope, and cost of the goods or services purchased or contracted for, the identity of the provider or supplier, documentation of the complete performance of the contract or purchase order, as well the methodology for procuring the purchases or contracts. The Charter or Renaissance School Project shall retain such records for a period of six (6) years after complete performance of such contracts or purchase orders, and any additional period required for the resolution of any litigation, claims, or audit findings relating to such contracts.
- 9. The Charter or Renaissance School Project acknowledges that the NJDOE, or the Office of the State Comptroller, or the New Jersey State Police or their designated agents shall have the right to inspect, examine, audit, and investigate the work, services, goods or equipment paid for with the Designated Funding, as well as the documentation and records relating to the expenditures funded by the Designated Funding.
- 10. The Charter or Renaissance School Project shall require that each party contracting with the Charter or Renaissance School Project to supply goods or services to be paid for with the Designated Funding shall create, receive, and maintain such records and accounts as are necessary to document the nature, scope, and cost of the goods or services, as well as documentation of the procurement and complete performance of such contracts for the provision of goods or services, and shall retain such records for a period of six (6) years after complete performance of the contract, and any period required for the resolution of any litigation, claims, or audit findings relating to such contract.

11. The Charter or Renaissance School Project shall include in all contracts for the supply of goods or performance of work or services to be paid for with the Designated Funding a provision indicating that the NJDOE, the Office of the State Comptroller, or the New Jersey State Police or their designated agents shall have the right to inspect, examine, audit, and investigate the work, services, goods, or equipment paid for with the Designated Funding, as well as the documentation and records relating to the expenditures funded by the Designated Funding.

The foregoing statements are true to the best of my knowledge, information, and belief. I make these statements intending and with the knowledge that they will be relied upon by the NJDOE. I am aware that if any of my statements are willfully false, I am subject to punishment.

| Signature: Jana Har Lova di So |
|---|
| Date (mm/dd/year): 4/1/2022 |
| Print or Type Full Name: Maria Pilar Paradiso |
| Print or Type Title: Head of School |

Attachment A

Charter and Renaissance School Project Emergent and Capital Maintenance Funds

| Name of Charter or Renaissance School Facility | Description of Scope of Work |
|--|---|
| Link Community Charter School 23 Pennsylvania Avenue Newark, NJ -7-114 | Our current Security Camera System largely utilizes analog technology. Analog technology offers a lower grade picture quality than IP cameras and camera systems. Our goal is to expand the campus areas under surveillance using high definition IP network cameras In order to provide full coverage, a total of 32 stationary & PTZ cameras would be required. |
| | The cameras will be placed on the interior and exterior of the school building allowing complete surveillance of the campus. A DVR and new monitors will also be required to complete the project. Estimated cost for the 32 cameras, 1 64 channel DVR, & Monitor: \$28,000 |
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For questions, please contact the Office of Charter and Renaissance Schools at scharter@doe.nj.gov

Link Community Charter School

Approved 2021-2022 School Calendar, Rev. 05.23.22

School Year Begins on Tuesday, September 7, 2021 and Ends on Friday, June 17, 2022

Student Days: 181 Staff Days: 193 * *does not include Summer Academy

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| | No School; building open for 12 month employees | | | | | | | | ** | | | | | | Kinder other g | | | dent | s onl | y; | | |

Link Community Charter School

Proposed 2022-2023 School Calendar, rev. 05.20.22

School Year Begins on Tues., September 6, 2022 and Ends on Weds., June 21, 2023

No School; building open for 12 month employees

Student Days: 183 Staff Days: * 194 *does not include Summer Academy

| | | | | | | Students: 0 | | | | Staf | aff: 6 Students: 19 | | | | | | Staff: 21 | | | |
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| | Teacher Boot Camp | | | | | Incoming 5 th Grade Program | | | | | | | | | | | | | | |

| Employee | | Full/Part-Time | 10/12 Month | Postion |
|-------------------------|---|----------------|-------------|--|
| Alston, Asha | | Full Time | 10 Month | Teacher, Middle School English |
| Araromi, Victoria | | Full Time | 10 Month | Teacher 5th Grade |
| Bloom, Jessica* | | Full Time | 10 Month | Teacher 1st Grade |
| Boyle Susanne | | Full Time | 10 Month | Teacher 5th Grade |
| Chacon, Lia Rose | | Full Time | 10 Month | Teacher Kindergarten |
| Clauberg, James | | Full Time | 10 Month | Teacher, Middle School Math |
| Gunther, Anna | | Full Time | 10 Month | Teacher 1st Grade |
| Hayward, Shaynie | # | Full Time | 10 Month | Teacher, Middle School English |
| Hinds, Brianna | | Full Time | 10 Month | Teacher Kindergarten |
| Kennedy, Christopher* | | Full Time | 10 Month | Teacher, Health and Physical Education |
| Kutch, Jennifer | # | Full Time | 10 Month | Teacher, Middle School Science |
| LaGuerre, Errol | # | Full Time | 10 Month | Teacher, Middle School Science |
| Lelinho, Diana | # | Full Time | 10 Month | Teacher, Middle School English |
| Lewis, Shantaya | | Full Time | 10 Month | Teacher Kindergarten |
| Locklear, Jeffery | # | Full Time | 10 Month | Teacher 5th Grade |
| Martinez, Rosa | | Full Time | 10 Month | Teacher Middle School Math |
| Meliado, Isabella | | Full Time | 10 Month | Aide, Kindergarten |
| Perrotta, Danielle | | Full Time | 10 Month | Instructional Coach & Math Specialist |
| Portuese, Karen | | Full Time | 10 Month | Teacher, Health and Physical Education |
| Rios, Jeannette | | Full Time | 10 Month | Teacher, ESL |
| Schuster, Katherine | | Full Time | 10 Month | Teacher, Middle School Social Studies |
| Seegers, Jasmine | | Full Time | 10 Month | Teacher, Middle School English |
| Snyder, Claire | | Full Time | 10 Month | Teacher, Middle School English |
| Start, Kelly* | | Full Time | 10 Month | Teacher, Middle School Social Studies |
| Valentin, Natasha | | Full Time | 10 Month | Teacher Social Studies/Science |
| Lynskey, Christine | | Full Time | 10 Month | Sped Teacher 8th Grade |
| Ryan, Amanda | | Full Time | 10 Month | Sped Teacher Kindergarten |
| Arizmendi, Josie | | Full Time | 10 Month | Sped Teacher 5th Grade |
| Baje, Bima | # | Full Time | 12 Month | School Business Administrator |
| Mitchell Baynes, Leslie | # | | 12 Month | Chief Operating Officer |
| Denully, Detra* | # | Full Time | 12 Month | Elementary School Dean |
| Hester, Kathleen | | Full Time | 12 Month | Principal |
| Kennedy, Hannah | # | Full Time | 12 Month | Vice Principal |
| Schiano, Gina | | Full Time | 12 Month | Supervisor of Curriculum and Instruction, Grades |
| Silver, Gregory | # | Full Time | 10 Month | Director of Admissions & HSP |
| Brooks, Monique | # | Full Time | 12 Month | Main Office Secretary |
| Freeman, Joven | # | Full Time | 12 Month | Finance and Operations Coordinator |
| Ortiz, Edward | π | Full Time | 12 Month | Instructional Operations Manager |
| Paczkowski, Debra | | Full Time | 12 Month | Confidential Secretary |
| Acevedo, Yris* | | Full Time | 10 Month | School Social Worker |
| Carrasco, Vidal | | Full Time | 12 Month | Facilities Manager |
| Dandie, Suzanne | | Full Time | 10 Month | School Social Worker |
| Hannah, Karen | | Full Time | 10 Month | Nurse |
| | # | | | |
| Merwede, Nancy | # | Part Time | 10 Month | School Nurse, Supervisor |

| 2022 22 Colomy |
|----------------|
| 2022-23 Salary |
| 57,379.31 |
| 68,958.50 |
| 70,700.00 |
| 58,765.62 |
| 51,000.00 |
| 57,959.33 |
| 60,528.59 |
| 58,765.62 |
| 64,890.00 |
| 57,376.00 |
| 64,483.62 |
| 88,824.50 |
| 82,494.52 |
| 72,100.00 |
| 60,528.59 |
| 86,524.88 |
| 40,000.00 |
| 88,580.00 |
| 91,147.22 |
| 85,490.00 |
| |
| 56,650.00 |
| 68,808.91 |
| 79,208.92 |
| 55,436.00 |
| 88,516.14 |
| 100,318.70 |
| 57,838.15 |
| 100,141.53 |
| 45,016.11 |
| 119,760.16 |
| 95,790.00 |
| 150,604.38 |
| 94,760.00 |
| 123,600.00 |
| 77,020.28 |
| 54,006.35 |
| 63,040.95 |
| 84,717.50 |
| 71,070.00 |
| 75,190.00 |
| 55,188.02 |
| 81,951.34 |
| 72,014.95 |
| 15,913.50 |
| 10,010.00 |

Link Community Charter School Board of Trustees Governance Committee Report May 18, 2022

Attendees: B. Daughtry, M. Paradiso, D. Paczkowski, S. Machrone

- Mrs. Machrone reviewed the results of the Annual Board Self Evaluation and the committee discussed the goals, based on the evaluation, for the upcoming 2022-23 school year. These will be shared with the board at the June 13th meeting, along with the results of the evaluation. There was also a discussion to add two retreats to the board calendar to provide for orientation and to provide support to board members based on their comments in the evaluation.
- Mrs. Machrone explained the new policy and regulation revisions to be presented to the board at the upcoming meeting.
- Mrs. Paradiso updated the committee on potential new board members. The board will be asked to appoint two candidates will fill vacancies during the regular meeting on June 13th and to elect two more at the annual meeting on June 13th. Mrs. Paradiso mentioned that it would be good to have additional candidates or people to serve on committees. Mrs. Daughtry will email the board to this effect.
- The committee discussed board leadership positions for 2022-2023 (elections to take place at the June annual meeting.) Mrs. Daughtry will speak with potential candidates.
- Mrs. Machrone explained the procedure for fingerprinting new board members. According to our board attorney, a newly elected or appointed board member must undergo the fingerprinting/background check prior to receiving the oath of office.
- Mrs. Machrone suggested a special board meeting to be added on Monday, June 27, for the Head of School Evaluation. Mrs. Paradiso concurred, saying there might be additional new hires to approve by that date.

LINK COMMUNITY CHARTER SCHOOL BOARD SELF EVALUATION 2021-2022 SUMMARY OF RESULTS May, 2022

Overall members evaluated the **board as a whole** very positively. The average ratings for all areas for review ranged from 3.38 to 3.88 out of a possible 4. There were no unsatisfactory ratings.

The **board members** rated themselves individually between 2.63 and 3.88 out of 4 in all review areas. There were a couple ratings of unsatisfactory, but one by one member. There was no negative trend.

Areas of note and comment:

• Not everyone made comments throughout the survey.

Areas of strength identified by the members

This area was difficult to summarize as members often used phrases with no context as responses. However, the following appear at least twice in the responses:

- communication
- diligence/attention to detail
- collaboration with each other and the administration
- focus on student achievement
- commitment to the mission/dedication/commitment to the work

Areas where board needs more focus in order to improve governance capacity in the upcoming year: This area was also difficult to summarize as members often used phrases with no context as responses.

However, the following appear at least twice in the responses:

- Student recruitment
- School growth and expansion moving into the elementary grades
- Financial health growing the school's ability to improve its financial health; fundraising

Areas where members needs support to be more effective:

Members did not mention much in terms of needs for support for them to be more effective, however, half of the board members rated themselves as adequate or unsatisfactory in the following review areas:

- "Help to raise funds and utilize my contacts to help the school meets its financial goals."
- "Work to develop partnerships aligned with strategic plan goals and priorities that will benefit our students"

Additionally three out of five rated themselves as adequate or unsatisfactory on understanding the annual audit.

So perhaps some edification on these areas is warranted.

SUMMARY OF POLICIES AND REGULATIONS FOR BOARD FIRST READING ON MAY 23, 2022 AND SECOND READING/APPROVAL ON JUNE 13, 2022

P 3161 Examination for Cause (R) (Revised)

P 4161 Examination for Cause (R) (Revised)

These have been re-written to include updated language in the administrative code. The policies address the process a school must use if the Board/Head of School requires a physical or psychiatric evaluation of an employee when the employee shows evidence of deviation from normal physical or mental health, to determine fitness to perform with reasonable accommodation, and detect any helath risks to students and other employees. Case law indicates that if a board adheres to this process, cases are upheld.

P 5512 Harassment, Intimidation, and Bullying (M)(Revised)

This policy has been revised to align with updates to law signed in January 2022, and which take effect in July 2022, including the following changes were added:

- that the Head of School must report to the Board annually on the number of times a preliminary determination was made that an incident or complaint was outside the scope of HIB. (Section G)
- suggested first, second and third offense consequences (Section D)
- that any HIB incident that may be a violation of NJ criminal law be reported to law enforcement in accordance with the memo of agreement. (Section P)
- that the Principal is required to keep a written record (date, time, and manner of notification) of the initial notification to parents that there was a potential HIB incident and the ensuing investigation (if applicable) (Section E). Also that this written record is to be on a form developed by the NJDOE and promptly submitted to the Head of School. (Section E) and that the written record of parental notification is to be completed even if a preliminary determination is made. (Section G.) The Principal will share a redacted copy of the written record of parental notification with the board after the conclusion of the investigation, if a hearing a requested by the parent. (Section G)
- that the school is required to provide a means for parents to complete an online numbered form developed by the NJDOE to confidentially report an incident of HIB (Section E)
- that the Principal must report any preliminary determination to the Head of School so the latter can either reject or accept the Principal's determination. The Head of School will notify the Principal in writing. (Section G) If a determination is rejected by the Head of School, the investigation must commence and be completed within 1'0 school days from the Head of School's decision.
- that the school post on its homepage the current version of the documents: Guidance for Parents on the Anti-Bullying Bill of Rights Act" developed by the NJDOE. (Section K) (Strauss Esmay said this is in the process of being updated.)
- that the school posts on the HIB page of the website contact information for the School Climate State Coordinator (Section K)
- that a staff member cannot investigate their supervisor or administrator if one is accused of HIB

P 7410 Maintenance and Repair (M) (Revised) R 7410 Maintenance and Repair (M) (Revised)

These document shave been rewritten and revise to reflect the State Board of education relocating administrative code sections.

P 8520 Emergency and Crisis Situations (M) (Revised)

This policy has been revised to include new language in administrative law regarding school security drills which states the following:

- School security drills that occur when students are present cannot expose students to content or imaging that is not developmentally or age-appropriate.
- A school may permit emergency personnel access to buildings and grounds for security drills that are schedule after school hours and when students are not present.
- Schools must review and update its school security drill procedures using a procedure that coincides with the review of the school safety and security plan developed by law and shall also collect input from emergency personnel, parents, teachers and staff, and mental health professionals. Data must be tracked and reported to the Commissioner of Education annually.

P9320 Cooperation with Law Enforcement Agencies (M) (Revised)

R 9320 Cooperation with Law Enforcement Agencies (M) (Revised)

These have been rewritten to align with NJ law that governs the development and implementation of policies and procedures for law enforcement operations in a school. (Code language)

TEACHING STAFF MEMBERS 3161/page 1 of 2 Examination for Cause Apr 22

3161 EXAMINATION FOR CAUSE

The Board of Trustees may require the physical and/or psychiatric examination of any teaching staff member who shows evidence of deviation from normal physical or mental health in accordance with N.J.A.C. 6A:32-6.3(b).

The Head of School shall require a physical and/or psychiatric examination on a teaching staff member whenever, in the judgment of the Head of School, a teaching staff member shows evidence of deviation from normal physical or mental health, to determine the teaching staff member's physical and mental fitness to perform with reasonable accommodation the position the teaching staff member currently holds, or to detect any health risks to students and other employees.

A teaching staff member that is required to undergo a physical and/or psychiatric examination shall be provided a written statement of reasons for the required examination(s) and notice the teaching staff member has the right to request a hearing with the Board. The hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the teaching staff member the opportunity to appear before the Board to refute the reasons for the required examination(s), provided any such hearing is requested by the teaching staff member in writing within five working days of the teaching staff member's receipt of the written statement of reasons. A teaching staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the teaching staff member failed to timely request a hearing before the Board or failed to persuade the Board at the hearing that the teaching staff member should not be required to submit to the appropriate examination(s). The Board's determination at the conclusion of such a hearing is appealable to the Commissioner of Education pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 – Appeals pursuant to N.J.A.C. 6A:32-6.3(b)2.

The Board shall bear the cost of the examination if the examination is performed by a physician or institution designated by the Board. The examination may be performed by a physician or institution of the teaching staff member's own choosing, approved by the Board, and at the teaching staff member's own expense in accordance with N.J.S.A. 18A:16-3 and N.J.A.C. 6A:32-6.3.



TEACHING STAFF MEMBERS 3161/page 2 of 2 Examination for Cause

If the teaching staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s) the Board is not required to designate the physician or institution submitted for consideration by the teaching staff member, but shall not act unreasonably in withholding its approval of the physician or institution. The Board shall require the teaching staff member to authorize the release of the examination results to the Head of School.

If the results of any such examination indicate mental abnormality or communicable disease, the teaching staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the teaching staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.

In order to return to work, the teaching staff member must submit to an appropriate examination and submit the results of the examination to the Head of School. The examination must be conducted by a physician or institution upon which the Board and teaching staff member confer and agree. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the examination staff member's choice, the cost shall be borne by the teaching staff member's choice, the cost shall be borne by the teaching staff member's choice, the cost shall be borne by the teaching staff member.

A teaching staff member who refuses to submit to the examination required by this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101 N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:25-7; 18A:28-5; 18A:30-1 et seq. N.J.A.C. 6A:32-6.2; 6A:32-6.3

Adopted:



SUPPORT STAFF MEMBERS 4161/page 1 of 2 Examination for Cause Apr 22

4161 EXAMINATION FOR CAUSE

The Board of Trustees may require the physical and/or psychiatric examination of any support staff member who shows evidence of deviation from normal physical or mental health in accordance with N.J.A.C. 6A:32-6.3(b).

The Head of School shall require a physical and/or psychiatric examination on a support staff member whenever, in the judgment of the Head of School a support staff member shows evidence of deviation from normal physical or mental health, to determine the support staff member's physical and mental fitness to perform with reasonable accommodation the position the support staff member currently holds, or to detect any health risks to students and other employees.

A support staff member that is required to undergo a physical and/or psychiatric examination shall be provided a written statement of reasons for the required examination(s) and notice the support staff member has the right to request a hearing with the Board. The hearing shall be conducted in accordance with the provisions of N.J.S.A. 18A:25-7 and will offer the support staff member the opportunity to appear before the Board to refute the reasons for the required examination(s), provided any such hearing is requested by the support staff member in writing within five working days of the support staff member's receipt of the written statement of reasons. A support staff member shall be ordered to submit to the appropriate examination(s) by the physician or institution designated by the Board if the support staff member failed to timely request a hearing before the Board or failed to persuade the Board at the hearing that the support staff member should not be required to submit to the appropriate examination(s). The Board's determination at the conclusion of such a hearing is appealable to the Commissioner of Education pursuant to N.J.S.A. 18A:6-9 and N.J.A.C. 6A:4 -Appeals pursuant to N.J.A.C. 6A:32-6.3(b)2.

The Board shall bear the cost of the examination if the examination is performed by a physician or institution designated by the Board. The examination may be performed by a physician or institution of the support staff member's own choosing, approved by the Board, and at the support staff member's own expense in accordance with N.J.S.A. 18A:16-3 and N.J.A.C. 6A:32-6.3.



SUPPORT STAFF MEMBERS 4161/page 2 of 2 Examination for Cause

If the support staff member submits names of physicians or institutions to the Board for consideration to complete the appropriate examination(s) the Board is not required to designate the physician or institution submitted for consideration by the support staff member, but shall not act unreasonably in withholding its approval of the physician or institution. The Board shall require the support staff member to authorize the release of the examination results to the Head of School.

If the results of any such examination indicate mental abnormality or communicable disease, the support staff member shall be ineligible for further service until proof of recovery, satisfactory to the Board, is furnished, but if the support staff member is under contract or has tenure, they may be granted sick leave with compensation as provided by law and shall, upon satisfactory recovery, be permitted to complete the term of their contract, if they are under contract, or be reemployed with the same tenure as they possessed at the time their services were discontinued, if they have tenure, unless their absence shall exceed a period of two years in accordance with N.J.S.A. 18A:16-4.

In order to return to work, the support staff member must submit to an appropriate examination and submit the results of the examination to the Head of School. The examination must be conducted by a physician or institution upon which the Board and support staff member confer and agree. If the physician or institution conducting the examination is conducted by the Board's choice, the cost shall be borne by the Board; if the physician or institution conducting the support staff member's choice, the cost shall be borne by the support staff member's choice, the cost shall be borne by the support staff member's choice.

A support staff member who refuses to submit to the examination required by this Policy and has exhausted the hearing procedures established by law and this Policy shall be subject to discipline, which may include, but not limited to, termination or certification of tenure charges to the Commissioner of Education, as applicable.

42 U.S.C.A. 12101 N.J.S.A. 18A:6-10; 18A:16-2; 18A:16-3; 18A:16-4; 18A:25-7; 18A:28-5; 18A:30-1 et seq. N.J.A.C. 6A:32-6.2 ; 6A:32-6.3



Adopted:

LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

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5512 HARASSMENT, INTIMIDATION, AND BULLYING (M)

М

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- N. Reports to Board of Trustees and New Jersey Department of Education
- O. School Grading Requirements
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- Q. Collective Bargaining Agreements and Individual Contracts
- R. Students with Disabilities
- A. Policy Statement

The Board of Trustees prohibits acts of harassment, intimidation, or bullying of a student. A safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment, intimidation, or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe and disciplined environment. Harassment, intimidation, or bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance. Since students learn by example, school administrators, faculty, staff and volunteers should be commended for demonstrating appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment, intimidation, or bullying.

For the purposes of this Policy, the term "parent," pursuant to N.J.A.C. 6A:16-1.3, means the natural parent(s) or adoptive parent(s), legal guardian(s), foster parent(s), or parent surrogate(s) of a student. Where When parents are separated or divorced, "parent" means the person or agency which has legal custody of the student, as well as the natural or adoptive parent(s) of the student, provided such parental rights have not been terminated by a court of appropriate jurisdiction.

B. Harassment, Intimidation, and Bullying Definition

"Harassment, intimidation, or bullying" means any gesture, any written, verbal or physical act, or any electronic communication, as defined in N.J.S.A. 18A:37-14, whether it be a single incident or a series of incidents that:

1. Is reasonably perceived as being motivated by either any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a



LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

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mental, physical or sensory disability, or by any other distinguishing characteristic;

- 2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, as provided for in N.J.S.A. 18A:37-15.3;
- 3. Substantially disrupts or interferes with the orderly operation of the school or the rights of other students; and that
 - a. A reasonable person should know, under the circumstances, that the act(s) will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her their person or damage to his/her their property; or
 - b. Has the effect of insulting or demeaning any student or group of students; or
 - c. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

Schools are required to address harassment, intimidation, and bullying occurring off school grounds, when there is a nexus between the harassment, intimidation, and bullying and the school (e.g., the harassment, intimidation, or bullying substantially disrupts or interferes with the orderly operation of the school or the rights of other students).

"Electronic communication" means a communication transmitted by means of an electronic device, including, but not limited to: a telephone, cellular phone, computer, or pager.

C. Student Expectations

The Board expects students to conduct themselves in keeping with their levels of development, maturity and demonstrated capabilities with proper regard for the rights and welfare of other students and school staff, the educational purpose underlying all school activities and the care of school facilities and equipment consistent with the Code of Student Conduct.



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The Board believes that standards for student behavior must be set cooperatively through interaction among the students, parents, school employees, school administrators, school volunteers, and community representatives, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for school and community property on the part of students, staff, and community members.

Students are expected to behave in a way that creates a supportive learning environment. The Board believes the best discipline is self-imposed, and it is the responsibility of staff to use instances of violations of the Code of Student Conduct as opportunities to help students learn to assume and accept responsibility for their behavior and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to prevent student conduct problems and foster students' abilities to grow in self-discipline.

The Board expects that students will act in accordance with the student behavioral expectations and standards regarding harassment, intimidation, and bullying, including:

- 1. Student responsibilities (e.g., requirements for students to conform to reasonable standards of socially accepted behavior; respect the person, property and rights of others; obey constituted authority; and respond to those who hold that authority);
- 2. Appropriate recognition for positive reinforcement for good conduct, selfdiscipline, and good citizenship;
- 3. Student rights; and
- 4. Sanctions and due process for violations of the Code of Student Conduct.

Pursuant to N.J.S.A. 18A:37-15(a) and N.J.A.C. 6A:16-7.1(a)1, the school has involved a broad-base of school and community members, including parents, students, instructional staff, student support services staff, school administrators, and school volunteers, as well as community organizations, such as faith-based, health and human service, business and law enforcement, in the development of this Policy. Based on locally determined and accepted core ethical values adopted by the Board, pursuant to N.J.A.C. 6A:16-7.1(a)2, the Board must develop guidelines for student conduct pursuant to N.J.A.C. 6A:16-7.1. These guidelines for student conduct will take into consideration the developmental ages of students, the severity of the offenses and students' histories of inappropriate



LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

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behaviors, and the mission and physical facilities of the school(s). This Policy requires all students in the school to adhere to the rules established by the school and to submit to the remedial and consequential measures that are appropriately assigned for infractions of these rules.

Pursuant to N.J.A.C. 6A:16-7.1, the Head of School must annually provide to students and their parents the rules of the school regarding student conduct. Provisions shall be made for informing parents whose primary language is other than English.

The school prohibits active or passive support for acts of harassment, intimidation, or bullying. Students are encouraged to support other students who:

- 1. Walk away from acts of harassment, intimidation, and bullying when they see them;
- 2. Constructively attempt to stop acts of harassment, intimidation, or bullying;
- 3. Provide support to students who have been subjected to harassment, intimidation, or bullying; and
- 4. Report acts of harassment, intimidation, and bullying to the designated school staff member.
- D. Consequences and Appropriate Remedial Actions

The Board of Trustees requires its school administrators to implement procedures that ensure both the appropriate consequences and remedial responses for students who commit one or more acts of harassment, intimidation, or bullying, consistent with the Code of Student Conduct. The following factors, at a minimum, shall be given full consideration by school administrators in the implementation of appropriate consequences and remedial measures for each act of harassment, intimidation, or bullying by students.

Consequences and Appropriate Remedial Actions — Students Consequences – Students

Consequences for a student who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1.



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Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. The use of negative consequences should occur in conjunction with remediation and not be relied upon as the sole intervention approach.

Factors for Determining Consequences – Student Considerations

- 1. Age, developmental and maturity levels of the parties involved and their relationship to the school district;
- 2. Degrees of harm;
- 3. Surrounding circumstances;
- 4. Nature and severity of the behavior(s);
- 5. Incidences of past or continuing patterns of behavior;
- 6. Relationships between the parties involved; and
- 7. Context in which the alleged incidents occurred.

Factors for Determining Consequences – School Considerations

- 1. School culture, climate, and general staff management of the learning environment;
- 2. Social, emotional, and behavioral supports;
- 3. Student-staff relationships and staff behavior toward the student;
- 4. Family, community, and neighborhood situation; and
- 5. Alignment with Board policy and regulations/procedures.

Examples of Consequences

- 1. Admonishment;
- 2. Temporary removal from the classroom;
- 3. Deprivation of privileges;
- 4. Classroom or administrative detention;
- 5. Referral to disciplinarian;
- 6. In-school suspension;
- 7. Out-of-school suspension (short-term or long-term);
- 8. Reports to law enforcement or other legal action; or
- 9. Expulsion.



LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

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In accordance with N.J.S.A. 18A:37-15.b.(4), the consequences for a student who commits an act of harassment, intimidation, or bullying may vary depending on whether it is the first act of harassment, intimidation, or bullying by a student, the second act, or third or subsequent acts. If it is the third or subsequent act of harassment, intimidation, or bullying by a student, the Principal, in consultation with appropriate school staff, shall develop an individual student intervention plan which shall be approved by the Head of School or designee, and may require the student, accompanied by a parent, to complete in a satisfactory manner a class or training program to reduce harassment, intimidation, or bullying behavior.

Appropriate Remedial Actions - Students

Appropriate remedial action for a student who commits an act of harassment, intimidation, or bullying that takes into account the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance. The appropriate remedial action may also include a behavioral assessment or evaluation including, but not limited to, a referral to the Child Study Team as appropriate; and supportive interventions and referral services, including those at N.J.A.C. 6A:16-8.

Factors for Determining Consequences – Student Considerations

- 1. Age, developmental and maturity levels of the
- parties involved and their relationship to the school;
- 2. Degrees of harm;
- 3. Surrounding circumstances;
- 4. Nature and severity of the behavior(s);
- 5. Incidences of past or continuing
 - patterns of behavior;
- 6. Relationships between the parties involved; and
- 7. Context in which the alleged incidents occurred.

Factors for Determining Consequences School Considerations

- 1. School culture, climate, and general staff
- management of the learning environment;
- 2. Social, emotional, and behavioral supports;
- 3. Student-staff relationships and staff behavior toward the student;
- 4. Family, community, and neighborhood situation; and
- 5. Alignment with Board policy and regulations/procedures.



LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

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Factors for Determining Remedial Measures

Personal

- 1. Life skill deficiencies;
- 2. Social relationships;
- 3. Strengths;
- 4. Talents;
- 5. Interests;
- 6. Hobbies;
- 7. Extra-curricular activities;
- 8. Classroom participation;
- 9. Academic performance; and
- 10. Relationship to students and the school.

Environmental

- 1. School culture;
- 2. School climate;
- 3. Student-staff relationships and staff behavior toward the student;
- 4. General staff management of classrooms or other educational environments;
- 5. Staff ability to prevent and manage difficult or inflammatory situations;
- 6. Social-emotional and behavioral supports;
- 7. Social relationships;
- 8. Community activities;
- 9. Neighborhood situation; and
- 10. Family situation.

Consequences for a student who commits one or more acts of harassment, intimidation, or bullying may range from positive behavioral interventions up to and including suspension or expulsion of students, as set forth in the Board's approved Code of Student Conduct pursuant to N.J.A.C. 6A:16-7.1. Consequences for a student who commits an act of harassment, intimidation, or bullying are those that are varied and graded according to the nature of the behavior; the nature of the student's disability, if any, and to the extent relevant; the developmental age of the student; and the student's history of problem behaviors and performance consistent with the Board's approved Code of Student Conduct and N.J.A.C. 6A:16-7, Student Conduct. The use of negative



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consequences should occur in conjunction with remediation and not be relied upon as the sole intervention approach.

Remedial measures shall be designed to correct the problem behavior, prevent another occurrence of the problem, protect and provide support for the victim of the act, and take corrective action for documented systemic problems related to harassment, intimidation, or bullying. The consequences and remedial measures may include, but are not limited to, the examples listed below:

Examples of Consequences

- 1. Admonishment;
- 2. Temporary removal from the classroom;
- 3. Deprivation of privileges;
- 4. Classroom or administrative detention;
- 5. Referral to the Dean of Students;
- 6. In-school suspension;
- 7. Out of school suspension (short-term or long-term);
- 8. Reports to law enforcement or other legal action; or
- 9. Expulsion.

Examples of Remedial Measures

Personal - Student Exhibiting Bullying Behavior

- 1. Develop a behavioral contract with the student. Ensure the student has a voice in the outcome and can identify ways he or she they can solve the problem and change behaviors;
- 2. Meet with parents to develop a family agreement to ensure the parent and the student understand school rules and expectations;
- 3. Explain the long-term negative consequences of harassment, intimidation, and bullying on all involved;
- 4. Ensure understanding of consequences, if harassment, intimidation, and bullying behavior continues;
- 5. Meet with school counselor, school social worker, or school psychologist to decipher mental health issues (e.g., what is happening and why?);
- 6. Develop a learning plan that includes consequences and skill building;
- 7. Consider wrap-around support services or after-school programs or services;
- 8. Provide social skill training, such as impulse control, anger management, developing empathy, and problem solving;



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- 9. Arrange for an apology, preferably written;
- 10. Require a reflective essay to ensure the student understands the impact of his or her their actions on others;
- 11. Have the student research and teach a lesson to the class about bullying, empathy, or a similar topic;
- 12. Arrange for restitution (i.e., compensation, reimbursement, amends, repayment), particularly when personal items were damaged or stolen;
- 13. Explore age-appropriate restorative (i.e., healing, curative, recuperative) practices; and
- 14. Schedule a follow-up conference with the student.

Personal – Target/Victim

- 1. Meet with a trusted staff member to explore the student's feelings about the incident;
- 2. Develop a plan to ensure the student's emotional and physical safety at school;
- 3. Have the student meet with the school counselor or school social worker to ensure they he or she does not feel responsible for the bullying behavior;
- 4. Ask students to log behaviors in the future;
- 5. Help the student develop skills and strategies for resisting bullying; and
- 6. Schedule a follow-up conference with the student.

Parents, Family, and Community

- 1. Develop a family agreement;
- 2. Refer the family for family counseling; and
- 3. Offer parent education workshops related to bullying and social-emotional learning.

Examples of Remedial Measures – Environmental (Classroom, School Building, or School)

- 1. Analysis of existing data to identify bullying issues and concerns;
- 2. Use of findings from school surveys (e.g., school climate surveys);
- 3. Focus groups;
- 4. Mailings postal and email;
- 5. Cable access television;
- 6. School culture change;
- 7. School climate improvement;



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- 8. Increased supervision in "hot spots" (e.g. locker rooms, hallways, playgrounds, cafeterias, school perimeters, buses);
- 9. Adoption of evidence-based systemic bullying prevention practices and programs;
- 10. Training for all certificated and non-certificated staff to teach effective prevention and intervention skills and strategies;
- 11. Professional development plans for involved staff;
- 12. Participation of parents and other community members and organizations (e.g., Parent Teacher Associations, Parent Teacher Organizations) in the educational program and in problem-solving bullying issues;
- 13. Formation of professional learning communities to address bullying problems;
- 14. Small or large group presentations for fully addressing the actions and the school's response to the actions, in the context of the acceptable student and staff member behavior and the consequences of such actions;
- 15. School policy and procedure revisions;
- 16. Modifications of schedules;
- 17. Adjustments in hallway traffic;
- 18. Examination and adoption of educational practices for actively engaging students in the learning process and in bonding students to pro-social institutions and people;
- 19. Modifications in student routes or patterns traveling to and from school;
- 20. Supervision of student victims before and afterschool, including school transportation;
- 21. Targeted use of monitors (e.g., hallway, cafeteria, locker room, playground, school perimeter, bus);
- 22. Targeted use of teacher aides;
- 23. Disciplinary action, including dismissal, for school staff who contributed to the problem;
- 24. Supportive institutional interventions, including participation in the Intervention and Referral Services Team, pursuant to N.J.A.C. 6A:16-8;
 - Team, pursuant to N.J.A.C. 6A
- 25. Parent conferences;
- 26. Family counseling;
- 27. Development of a general harassment, intimidation, and bullying response plan;
- 28. Behavioral expectations communicated to students and parents;
- 29. Participation of the entire student body in problem-solving harassment, intimidation, and bullying issues;
- 30. Recommendations of a student behavior or ethics council;
- 31. Participation in peer support groups;





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- 32. School transfers; and
- 33. Involvement of law enforcement officers, including school resource officers and juvenile officers or other appropriate legal action.

Consequences and Appropriate Remedial Actions - Adults

The school will also impose appropriate consequences and remedial actions to an adult who commits an act of harassment, intimidation, or bullying of a student. The consequences may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.

Target/Victim Support

Schools should identify a range of strategies and resources that will be available to individual victims of harassment, intimidation, and bullying, and respond in a manner that provides relief to victims and does not stigmatize victims or further their sense of persecution. The type, diversity, location, and degree of support are directly related to the student's perception of safety.

Sufficient safety measures should be undertaken to ensure the victims' physical and social-emotional well-being and their ability to learn in a safe, supportive, and civil educational environment.

Examples of support for student victims of harassment, intimidation, and bullying include:

- 1. Teacher aides;
- 2. Hallway and playground monitors;
- 3. Partnering with a school leader;
- 4. Provision of an adult mentor;
- 5. Assignment of an adult "shadow" to help protect the student;
- 6. Seating changes;
- 7. Schedule changes;
- 8. School transfers;
- 9. Before- and after-school supervision;
- 10. School transportation supervision;
- 11. Counseling; and



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12. Treatment or therapy.

E. Harassment, Intimidation, and Bullying Reporting Procedure

The Board of Trustees requires the Principal to be responsible for receiving complaints alleging violations of this Policy. All Board members, school employees, and volunteers and contracted service providers who have contact with students are required to verbally report alleged violations of this Policy to the Principal or the Principal's designee on the same day when the individual witnessed or received reliable information regarding any such incident. All Board members, school employees, and volunteers and contracted service providers who have contact with students, also shall submit a report in writing to the Principal within two school days of the verbal report. The written report shall be on a numbered form developed by the New Jersey Department of Education in accordance with N.J.S.A.18A:37-15b.(5). A copy of the form shall be submitted promptly by the Principal to the Head of School.

The Principal or designee will inform the parents of all students involved in alleged incidents, and, as appropriate, may discuss the availability of counseling and other intervention services. The Principal or designee shall keep a written record of the date, time, and manner of notification to the parents. The Principal or designee shall take into account the circumstances of the incident when providing notification to parents of all students involved in the reported harassment, intimidation, or bullying incident and when conveying the nature of the incident, including the actual or perceived protected category motivating the alleged offense. The Principal, upon receiving a verbal or written report, may take interim measures to ensure the safety, health, and welfare of all parties pending the findings of the investigation.

Students, parents, and visitors are encouraged to report alleged violations of this Policy to the Principal opn the same day when the individual witnessed or received reliable information regarding any such incident.

A person may report, verbally or in writing, may report an act of harassment, intimidation, or bullying committed by an adult or youth against a student anonymously. The Board will not take formal disciplinary action based solely on the anonymous report. The school shall provide a means for a parent to complete an online numbered form developed by the New Jersey Department of Education to confidentially report an incident of harassment, intimidation, or bullying.



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A Board member or school employee who promptly reports an incident of harassment, intimidation, or bullying and who makes this report in compliance with the procedures set forth in this Policy, is immune from a cause of action for damages arising from any failure to remedy the reported incident.

In accordance with the provisions of N.J.S.A. 18A:37-18, the harassment, intimidation, and bullying law does not prevent a victim from seeking redress under any other available law, either civil or criminal, nor does it create or alter any tort liability.

The school may consider every mechanism available to simplify reporting, including standard reporting forms and/or web-based reporting mechanisms. For anonymous reporting, the school may consider locked boxes located in areas of a school where reports can be submitted without fear of being observed.

A school administrator who receives a report of harassment, intimidation, and bullying from a school employee, and fails to initiate or conduct an investigation, or who should have known of an incident of harassment, intimidation, or bullying and fails to take sufficient action to minimize or eliminate the harassment, intimidation, or bullying, may be subject to disciplinary action.

- F. Anti-Bullying Coordinator, Anti-Bullying Specialist, and School Safety Team(s)
 - 1. The Head of School shall appoint a school Anti-Bullying Coordinator. The Head of School shall make every effort to appoint an employee of the school to this position.

The school Anti-Bullying Coordinator shall:

- a. Be responsible for coordinating and strengthening the school's policies to prevent, identify, and address harassment, intimidation, or bullying of students;
- b. Collaborate with school Anti-Bullying Specialists in the school, the Board of Trustees, and the Head of School to prevent, identify, and respond to harassment, intimidation, or bullying of students in the school;
- c. Provide data, in collaboration with the Head of School, to the Department of Education regarding harassment, intimidation, or bullying of students;



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- d. Execute such other duties related to school harassment, intimidation, or bullying as requested by the Head of School; and
- e. Meet at least twice a school year with the school Anti-Bullying Specialist(s) to discuss and strengthen procedures and policies to prevent, identify, and address harassment, intimidation, and bullying in the school.
- 2. The Principal shall appoint a school Anti-Bullying Specialist. The Anti-Bullying Specialist shall be a guidance counselor, school psychologist, or other certified staff member trained to be the Anti-Bullying Specialist from among the currently employed staff in the school.

The school Anti-Bullying Specialist shall:

- a. Chair the School Safety Team as provided in N.J.S.A. 18A:37-21;
- b. Lead the investigation of incidents of harassment, intimidation, or bullying in the school; and
- c. Act as the primary school official responsible for preventing, identifying, and addressing incidents of harassment, intimidation, or bullying in the school.
- 3. A School Safety/School Climate Team shall be formed in the school to develop, foster, and maintain a positive school climate by focusing on the on-going systemic operational procedures and educational practices in the school, and to address issues such as harassment, intimidation, or bullying that affect school climate and culture. Each School Safety/School Climate Team shall meet, at a minimum, two times per school year. The School Safety/School Climate Team shall consist of the Principal or the Principal's designee who, if possible, shall be a senior administrator in the school; a school Anti-Bullying Specialist; a parent of a student in the school; and other members to be determined by the Principal. The school Anti-Bullying Specialist shall serve as the chair of the School Safety/School Climate Team.

The School Safety/School Climate Team shall:



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- a. Receive records of all complaints of harassment, intimidation, or bullying of students that have been reported to the Principal;
- b. Receive copies of all reports prepared after an investigation of an incident of harassment, intimidation, or bullying;
- c. Identify and address patterns of harassment, intimidation, or bullying of students in the school;
- d. Review and strengthen school climate and the policies of the school in order to prevent and address harassment, intimidation, or bullying of students;
- e. Educate the community, including students, teachers, administrative staff, and parents, to prevent and address harassment, intimidation, or bullying of students;
- f. Participate in the training required pursuant to the provisions of N.J.S.A. 18A:37-13 et seq. and other training which the Principal or the school Anti-Bullying Coordinator may request. The School Safety/School Climate Team shall be provided professional development opportunities that may address effective practices of successful school climate programs or approaches; and
- g. Execute such other duties related to harassment, intimidation, or bullying as requested by the Principal or school Anti-Bullying Coordinator.

Notwithstanding any provision of N.J.S.A. 18A:37-21 to the contrary, a parent who is a member of the School Safety/School Climate Team shall not participate in the activities of the team set forth in 3. a., b., or c. above or any other activities of the team which may compromise the confidentiality of a student, consistent with, at a minimum, the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232 and 34 CFR Part 99), N.J.A.C. 6A:32-7, Student Records and N.J.A.C. 6A:14-2.9, Student Records.

G. Harassment, Intimidation, and Bullying Investigation

The Board requires a thorough and complete investigation to be conducted for each report of violations and complaints which either identify harassment,



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intimidation, or bullying or describe behaviors that indicate harassment, intimidation, or bullying.

However, prior to initiating the investigation, the Principal or designee, in consultation with the Anti-Bullying Specialist, may make a preliminary determination as to whether the reported incident or complaint, assuming all facts presented are true, is a report within the scope of the definition of harassment, intimidation, and bullying under the Anti-Bullying Bill of Rights Act, N.J.S.A. 18A:37-14. The Head of School or designee may sign-off on the preliminary determination.

The Principal shall report to the Head of School if a preliminary determination is made that the reported incident or complaint is a report outside the scope of the definition of harassment, intimidation, or bullying. The Head of School may require the Principal to conduct an investigation of the incident if the Head of School determines that an investigation is necessary because the incident is within the scope of the definition of harassment, intimidation, and bullying. The Head of School shall notify the Principal of this determination in writing. An investigation required by the Head of School must be completed as soon as possible, but not later than ten school days, from the date of the written notification from the Head of School to the Principal.

The Principal shall complete the written report form developed by the New Jersey Department of Education, in accordance with N.J.S.A. 18A:37-15.b.(5), even if a preliminary determination is made that the reported incident or complaint is a report outside the scope of the definition of harassment, intimidation, or bullying pursuant to N.J.S.A. 18A:37-14. This written report form shall be kept on file at the school, but shall not be included in any student record unless the incident results in disciplinary action or is otherwise required to be contained in a student's record under State or Federal law.

The Principal or designee, upon making a preliminary determination the incident or complaint is not within the scope of the definition of harassment, intimidation, and bullying, shall inform the parents of the parties involved, who may appeal the preliminary determination to the Board of Trustees and thereafter to the Commissioner of Education in accordance with N.J.A.C. 6A:3.

A Board hearing shall be held within ten business days of receipt of the request for a Board hearing. If the preliminary determination, upon review of the facts presented in the reported incident or complaint, is to continue with the



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harassment, intimidation and bullying investigation, the investigation shall be completed in accordance with N.J.S.A. 18A:37-15.b.(6) and this Policy.

The Head of School shall provide annually to the Board of Trustees information on the number of times a preliminary determination was made that an incident or complaint was outside the scope of the definition of harassment, intimidation, or bullying for the purposes of the State's monitoring of the school district pursuant to N.J.S.A. 18A:17-46.]

The investigation shall be initiated by the Principal or the Principal's designee within one school day of the verbal report of the incident. The investigation shall be conducted by the school Anti-Bullying Specialist in coordination with the Principal. The Principal may appoint additional personnel who are not school Anti-Bullying Specialists to assist with the investigation. Investigations or complaints concerning adult conduct shall not be investigated by a member of the same bargaining unit as the individual who is the subject of the investigation. The Head of School or designee will appoint a staff member to complete investigations involving allegations against a staff member serving in a supervisory or administrative position.

An investigation concerning a staff member shall not be conducted by a staff member who is supervised by the staff member being investigated or who is an administrator in the district. The Principal or designee, in consultation with the Head of School or designee, will appoint a staff member to complete these investigations.

The investigation shall be completed and the written findings submitted to the Principal as soon as possible, but not later than ten school days from the date of the written report of the incident. Should information regarding the reported incident and the investigation be received after the end of the ten-day period, the school Anti-Bullying Specialist shall amend the original report of the results of the investigation to ensure there is an accurate and current record of the facts and activities concerning the reported incident.

The Principal shall proceed in accordance with the Code of Student Conduct, as appropriate, based on the investigation findings. The Principal shall submit the report to the Head of School within two school days of the completion of the investigation and in accordance with the Administrative Procedures Act (N.J.S.A. 52:14B-1 et seq.). As appropriate to the findings from the investigation, the Head of School shall ensure the Code of Student Conduct has been implemented and may decide to provide intervention services, order counseling as a result of the



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finding of the investigation, establish training programs to reduce harassment, intimidation, or bullying and enhance school climate, impose discipline, or take or recommend other appropriate action including seeking further information, as necessary.

The Head of School shall report the results of each investigation to the Board of Trustees no later than the date of the regularly scheduled Board of Trustees meeting following the completion of the investigation. The Head of School's report shall include information on any consequences imposed under the Code of Student Conduct, any services provided, training established, or other action taken or recommended by the Head of School.

Parents of involved student offenders and targets/victims shall be provided with information about the investigation, in accordance with Federal and State law and regulation. The information to be provided to parents shall include the nature of the investigation, whether the school found evidence of harassment, intimidation, or bullying, and whether consequences were imposed or services provided to address the incident of harassment, intimidation, or bullying. This information shall be provided in writing within five school days after the results of the investigation are reported to the Board of Trustees.

A parent may request a hearing before the Board of Trustees after receiving the information about the investigation. Any request for such a hearing shall be filed with the Board Recording Secretary no later than sixty calendar days after the written information is provided to the parents. The hearing shall be held within ten school days of the request. The Board of Trustees shall conduct the hearing in executive session, pursuant to the Open Public Meetings Act (N.J.S.A. 10:4-1 et seq.), to protect the confidentiality of the students. At the hearing, the Board may hear testimony from and consider information provided by the school Anti-Bullying Specialist and others, as appropriate, regarding the incident, the findings from the investigation of the incident, recommendations for consequences or services, and any programs instituted to reduce such incidents, prior to rendering a determination. A redacted copy of the completed written report form developed by the New Jersey Department of Education that removes all student identification information shall be confidentially shared with the Board of Trustees after the conclusion of the investigation if a hearing with the Board of Trustees is requested by the parents pursuant to N.J.S.A. 18A:37-15.b.(6)(d).

At the regularly scheduled Board of Trustees meeting following its receipt of the Head of School's report on the results of the investigations to the Board or following a hearing in executive session, the Board shall issue a decision, in



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writing, to affirm, reject, or modify the Head of School's decision. The Board's decision may be appealed to the Commissioner of Education, in accordance with N.J.A.C. 6A:3, Controversies and Disputes, no later than ninety days after issuance of the Board of Trustees' decision.

A parent, student, or organization may file a complaint with the Division on Civil Rights within one hundred eighty days of the occurrence of any incident of harassment, intimidation, or bullying based on membership in a protected group as enumerated in the "Law Against Discrimination," P.L.1945, c.169 (C.10:5-1 et seq.).

H. Range of Responses to an Incident of Harassment, Intimidation, or Bullying

The Board shall establish a range of responses to harassment, intimidation, and bullying incidents and the Principal and the Anti-Bullying Specialist shall appropriately apply these responses once an incident of harassment, intimidation, or bullying is confirmed. The Head of School shall respond to confirmed harassment, intimidation, and bullying, according to the parameters described in this Policy. The range of ways in which school staff will respond shall include an appropriate combination of counseling, support services, intervention services, and other programs. The Board recognizes that some acts of harassment, intimidation, or bullying may be isolated incidents requiring the school officials respond appropriately to the individual(s) committing the acts. Other acts may be so serious or parts of a larger pattern of harassment, intimidation, or bullying that they require a response either at the classroom, school building, or school level or by law enforcement officials.

For every incident of harassment, intimidation, or bullying, the school officials must respond appropriately to the individual who committed the act. The range of responses to confirmed harassment, intimidation, or bullying acts should include individual, classroom, or school responses, as appropriate to the findings from each incident. Examples of responses that apply to each of these categories are provided below:

- 1. Individual responses can include consistent and appropriate positive behavioral interventions (e.g., peer mentoring, short-term counseling, life skills groups) intended to remediate the problem behaviors.
- 2. Classroom responses can include class discussions about an incident of harassment, intimidation, or bullying, role plays (when implemented with sensitivity to a student's situation or involvement with harassment,



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intimidation, and bullying), research projects, observing and discussing audio-visual materials on these subjects, and skill-building lessons in courtesy, tolerance, assertiveness, and conflict management.

- 3. School responses can include theme days, learning station programs, "acts of kindness" programs or awards, use of student survey data to plan prevention and intervention programs and activities, social norms campaigns, posters, public service announcements, "natural helper" or peer leadership programs, "upstander" programs, parent programs, the dissemination of information to students and parents explaining acceptable uses of electronic and wireless communication devices, and harassment, intimidation, and bullying prevention curricula or campaigns.
- 4. School-wide responses can comprise of adoption of school-wide programs, including enhancing the school climate, involving the community in policy review and development, providing professional development coordinating with community-based organizations (e.g., mental health, health services, health facilities, law enforcement, faith-based organizations), launching harassment, intimidation, and bullying prevention campaigns.
- I. Reprisal or Retaliation Prohibited

The Board prohibits a Board member, school employee, contracted service provider who has contact with students, school volunteer, or student from engaging in reprisal, retaliation, or false accusation against a victim, witness, or one with reliable information, or any other person who has reliable information about an act of harassment, intimidation, or bullying or who reports an act of harassment, intimidation, or bullying. The consequence and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act, in accordance with case law, Federal and State statutes and regulations, and school policies and procedures. All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses will be made in accordance with the totality of the circumstances.

Examples of consequences and remedial measures for students who engage in reprisal or retaliation are listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.



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Examples of consequences for a school employee or a contracted service provider who has contact with students who engage in reprisal or retaliation may include, but not be limited to: verbal or written reprimand, increment withholding, legal action, disciplinary action, termination, and/or bans from providing services, participating in school-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or outof-school counseling, professional development programs, and work environment modifications.

Examples of consequences for a Board member who engages in reprisal or retaliation may include, but not be limited to: reprimand, legal action, and other action authorized by statute or administrative code. Remedial measures may include, but not be limited to: counseling and professional development.

J. Consequences and Appropriate Remedial Action for False Accusation

The Board prohibits any person from falsely accusing another as a means of retaliation or as a means of harassment, intimidation, or bullying.

- 1. Students Consequences and appropriate remedial action for a student found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation may range from positive behavioral interventions up to and including suspension or expulsion, as permitted under N.J.S.A. 18A:37-1 et seq., Discipline of Students and as set forth in N.J.A.C. 6A:16-7.2, Short-term Suspensions, N.J.A.C. 6A:16-7, Long-term Suspensions and N.J.A.C. 6A:16-7.5, Expulsions and those listed and described in the Consequences and Appropriate Remedial Actions section of this Policy.
- 2. School Employees Consequences and appropriate remedial action for a school employee or contracted service provider who has contact with students found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could entail discipline in accordance with school policies, procedures, and agreements which may include, but not be limited to: reprimand, suspension, increment withholding, termination, and/or bans from providing services, participating in school-sponsored programs, or being in school buildings or on school grounds. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.



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- 3. Visitors or Volunteers Consequences and appropriate remedial action for a visitor or volunteer found to have falsely accused another as a means of harassment, intimidation, or bullying or as a means of retaliation could be determined by the Head of School after consideration of the nature, severity, and circumstances of the act, including law enforcement reports or other legal actions, removal of buildings or grounds privileges, or prohibiting contact with students or the provision of student services. Remedial measures may include, but not be limited to: in or out-of-school counseling, professional development programs, and work environment modifications.
- K. Harassment, Intimidation, and Bullying Policy Publication and Dissemination

This Policy will be disseminated annually by the Head of School to all school employees, contracted service providers who have contact with students, school volunteers, students, and parents who have children enrolled in the school, along with a statement explaining the Policy applies to all acts of harassment, intimidation, or bullying, pursuant to N.J.S.A. 18A:37-14 that occur on school property, at school-sponsored functions, or on a school bus and, as appropriate, acts that occur off school grounds.

The Head of School shall ensure that notice of this Policy appears in the student handbook and all other publications of the school that set forth the comprehensive rules, procedures, and standards for the school.

The Head of School or designee shall post a link to the school's Harassment, Intimidation, and Bullying Policy that is prominently displayed on the homepage of the school's website. The school will notify students and parents this Harassment, Intimidation, and Bullying Policy is available on the school's website.

The Head of School shall post the name, school phone number, school address, and school email address of the school Anti-Bullying Coordinator on the home page of the school's website. Each Principal shall post the name, school phone number, address, and school email address of both the Anti-Bullying Specialist and the school Anti-Bullying Coordinator on the home page of the school's website. The Head of School or designee shall post the contact information for the New Jersey School Climate State Coordinator on the school district's and on each school's website in the same location as this Policy is posted.



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The Head of School or designee shall post on the school district's and each school's website the current version of "Guidance for Parents on the Anti-Bullying Bill of Rights Act" developed by the New Jersey Department of Education.

L. Harassment, Intimidation, and Bullying Training and Prevention Programs

The Head of School and Principal(s) shall provide training on the school's Harassment, Intimidation, and Bullying Policy to current and new school employees; including administrators, instructors, student support services, administrative/office support, transportation, food service, facilities/maintenance; contracted service providers; and volunteers who have significant contact with students; and persons contracted by the school to provide services to students. The training shall include instruction on preventing bullying on the basis of the protected categories enumerated in N.J.S.A. 18A:37-14 and other distinguishing characteristics that may incite incidents of discrimination, harassment, intimidation, or bullying.

Each public school teacher and educational services professional shall be required to complete at least two hours of instruction in harassment, intimidation, and bullying prevention within each five year professional development period as part of the professional development requirement pursuant to N.J.S.A. 18:37-22.d. The required two hours of suicide prevention instruction shall include information on the risk of suicide and incidents of harassment, intimidation, or bullying and information on reducing the risk of suicide in students who are members of communities identified as having members at high risk of suicide.

Each newly elected or appointed Board member must complete, during the first year of the member's first term, a training program on harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:12-33.

The school shall provide time during the usual school schedule for the Anti-Bullying Coordinator and each school Anti-Bullying Specialist to participate in harassment, intimidation, and bullying training programs.

A school leader shall complete school leader training that shall include information on the prevention of harassment, intimidation, and bullying as required in N.J.S.A. 18A:26-8.2.

The school shall annually observe a "Week of Respect" beginning with the first Monday in October. In order to recognize the importance of character education,



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the school will observe the week by providing age-appropriate instruction focusing on the prevention of harassment, intimidation, and bullying as defined in N.J.S.A. 18A:37-14. Throughout the school year the school will provide ongoing age-appropriate instruction on preventing harassment, intimidation, or bullying, in accordance with the Core Curriculum Content Standards, pursuant to N.J.S.A. 18A:37-29.

The school will annually establish, implement, document, and assess harassment, intimidation, and bullying prevention programs or approaches, and other initiatives in consultation with school staff, students, administrators, volunteers, parents, law enforcement, and community members. The programs or approaches and other initiatives shall be designed to create school-wide conditions to prevent and address harassment, intimidation, and bullying in accordance with the provisions of N.J.S.A. 18A:37-17 et seq.

M. Harassment, Intimidation, and Bullying Policy Reevaluation, Reassessment and Review

The Head of School shall develop and implement a process for annually discussing the school's Harassment, Intimidation, and Bullying Policy with students.

The Head of School, the Principal and the Anti-Bullying Coordinator, with input from the school's Anti-Bullying Specialists shall annually conduct a reevaluation, reassessment, and review of the Harassment, Intimidation, and Bullying Policy, and any report(s) and/or finding(s) of the School Safety/School Climate Team(s). The Head of School shall recommend to the Board necessary revisions and additions to the Policy consistent with N.J.S.A. 18A:37-15.c., as well as to harassment, intimidation, and bullying prevention programs and approaches based on the findings from the evaluation, reassessment, and review.

N. Reports to Board of Trustees and New Jersey Department of Education

The Head of School shall report two times each school year, between September 1 and January 1 and between January 1 and June 30 at a public hearing all acts of violence, vandalism, and harassment, intimidation, and bullying which occurred during the previous reporting period in accordance with the provisions of N.J.S.A. 18A:17-46. The information shall also be reported to the New Jersey Department of Education in accordance with N.J.S.A. 18A:17-46.

O. School Grading Requirements



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Each school shall receive a grade for the purpose of assessing their efforts to implement policies and programs consistent with the provisions of N.J.S.A. 18:37-13 et seq. The grade received by a school shall be posted on the homepage of the school's website in accordance with the provisions of N.J.S.A. 18A:17-46. A link to the report that was submitted by the Head of School to the Department of Education shall also be available on the school's website. This information shall be posted on the websites within ten days of receipt of the grade for each school.

P. Reports to Law Enforcement

The Head of School or designee and the Principal shall consult law enforcement, as appropriate, pursuant to the provisions of the Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials, if the student's behavior may constitute a possible violation of the New Jersey Code of Criminal Justice.

Some acts of harassment, intimidation, and bullying may be bias-related acts and potentially bias crimes and school officials must report to law enforcement officials any bias related acts, in accordance with N.J.A.C. 6A;16-6.3. (e)either serious acts or those which may be part of a larger pattern in accordance with and pursuant to the provisions of the Memorandum of Agreement Between Education and Law Enforcement Officials.

Q. Collective Bargaining Agreements and Individual Contracts

Nothing in N.J.S.A. 18A:37-13.1 et seq. may be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the Anti-Bullying Bill of Rights Act's effective date (January 5, 2011). N.J.S.A. 18A:37-30.

The Board of Trustees prohibits the employment of or contracting for school staff positions with individuals whose criminal history record check reveals a record of conviction for a crime of bias intimidation or conspiracy to commit or attempt to commit a crime of bias intimidation.

R. Students with Disabilities



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Nothing contained in N.J.S.A. 18A:37-13.1 et seq. may alter or reduce the rights of a student with a disability with regard to disciplinary actions or to general or special education services and supports. N.J.S.A. 18A:37-32.

S. Approved Private Schools for Students with Disabilities (APSSD)

In accordance with the provisions of N.J.A.C. 6A:16-7.7(a).2.ix (2), the Board of Trustees shall investigate a complaint or report of harassment, intimidation, or bullying, pursuant to N.J.A.C. 6A:16-7.7(a).2.ix and Section G. of this Policy occurring on school buses, at Board of Trustee school-sponsored functions, and off school grounds involving a student who attends an APSSD. The investigation shall be conducted by a Board of Trustees Anti-Bullying Specialist, in consultation with the APSSD.

The school shall submit all subsequent amended Harassment, Intimidation, and Bullying Policies to the Executive County Head of School of Schools within thirty days of Board adoption.

N.J.S.A. 18A:37-13 through 18A:37-32

N.J.A.C. 6A:16-7.1 et seq.; 6A:16-7.9 et seq.

Model Policy and Guidance for Prohibiting Harassment, Intimidation, and Bullying on School Property, at School-Sponsored Functions and on School Buses – April 2011 – New Jersey Department of Education

Memorandum – New Jersey Commissioner of Education – Guidance for Schools on Implementing the Anti-Bullying Bill of Rights Act – December 16, 2011

Adopted: 10 June 2014 Revised: 20 August 2018



POLICY GUIDE

PROPERTY 7410/page 1 of 2 Maintenance and Repair **M**

7410 MAINTENANCE AND REPAIR

The Board of Trustees recognizes the fixed assets of the school district represent a significant investment of this community and maintenance is a prime concern to the Board.

The school district is required to develop, approve, and implement a comprehensive maintenance plan in accordance with the requirements of N.J.A.C. 6A:26-20.5. A "comprehensive maintenance plan" means a school district's multi-year maintenance plan covering required maintenance activities for each school facility in the school district adopted pursuant to N.J.A.C. 6A:26.

Required maintenance activities include those activities outlined in N.J.A.C. 6A:26-20.3. The school district shall determine the required maintenance activities to reasonably maintain each school facility in the school district, and shall report the activities in its annual comprehensive maintenance plan pursuant to N.J.A.C. 6A:26-20.5.

In accordance with N.J.A.C. 6A:26-20.4(a), expenditures for required maintenance activities set forth in N.J.A.C. 6A:26-20.3 shall qualify as investments in maintenance for purposes of calculating the required maintenance expenditure in N.J.A.C. 6A:26-20.4(d) and (e), the annual required maintenance budget amount pursuant to N.J.A.C. 6A:26-20.8, and the maintenance factor (M) in N.J.S.A. 18A:7G-9. Expenditures that qualify as required maintenance shall be in accordance with the provisions of N.J.A.C. 6A:26-20.4.

The school district's comprehensive maintenance plan shall be submitted to the Executive County Superintendent by a Board of Trustees resolution every school year, pursuant N.J.A.C. 6A:26-20.5(a)1.

The required annual maintenance budget amount as reported in its comprehensive maintenance plan shall be included in the district's annual budget certified for taxes in accordance with the provisions of N.J.A.C. 6A:26-20.8(a). The required annual maintenance budget amount shall be calculated and adjusted in accordance with the provisions of N.J.A.C. 6A:26-20.8(b). The Executive County Superintendent shall not approve the school district's budget that does not comply with the provisions of N.J.A.C. 6A:26-20.1 et seq.



POLICY GUIDE

PROPERTY 7410/page 2 of 2 Maintenance and Repair

Commencing September 1, 2002, no person shall be employed by the Board of Trustees as a buildings and grounds supervisor, as defined in N.J.S.A. 18A:17-49, unless the person is a certified educational facilities manager pursuant to N.J.S.A. 18A:17-49 and 18A:17-50.

Maintenance and repair requests and repairs shall be processed in accordance with the procedures as outlined in Regulation 7410.

N.J.S.A. 18A:7G-9; 18A:17-49; 18A:17-50;18A:18A-43; 18A:21-1 N.J.A.C. 6A:23A-6.9; 6A:26-1.1 et seq.; 6A:26-20.3; 6A:26-20.4; 6A:26-20.5; 6A:26-20.6; 6A:26-20.8

Adopted: 11 August 2014



REGULATION

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PROPERTY R 7410/Page 1 of 3 MAINTENANCE AND REPAIR (M)

R 7410 MAINTENANCE AND REPAIR (M)

Μ

A. Inspection

- 1. The Chief Operating Officer and the appropriate custodial staff member shall inspect the facility daily for proper functioning and cleanliness.
- 2. The Chief Operating Officer with the appropriate custodial staff member shall make a monthly inspection of the school building, support facilities, and grounds to identify any required repairs or replacements.

B. Reports

- 1. Reports of each inspection required in paragraph A1 and paragraph A2 will be made on the prescribed school form and forwarded to the Head of School.
- 2. The Head of School and the Chief Operating Officer will determine those repairs to be performed by the school staff and those that require the services of an outside contractor.
- C. Repairs by School Staff
 - 1. Any teaching staff member may prepare, on the prescribed form, a work order request for repairs and/or maintenance. All work order requests will be submitted to Chief Operating Officer.
 - 2. The Chief Operating Officer will assign a priority to those work orders to be performed by school staff. The priority code will be:
 - a. Emergency, for work that must be done immediately,
 - b. High Priority, for work that affects health or safety,
 - c. Normal Priority, for work that affects neither health nor safety, and
 - d. Low Priority, for work that can be completed during the summer months or whenever staff is available.



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PROPERTY R 7410/Page 2 of 3 MAINTENANCE AND REPAIR (M)

- 3. Work scheduled to be performed by the school staff shall be entered on a work order form unless an emergency exists in which case the form may be filed after the repair has been made.
- 4. The work order form shall include, at a minimum, the following information:
 - a. Name of the person making the request;
 - b. Date of request;
 - c. Location of repair,
 - d. A description of the work to be performed,
 - e. Scheduled date of completion, and
 - f. Signature of the Head of School.
- D. Repairs by Outside Contractors
 - 1. When it appears to be necessary to utilize outside contracting services to effect a repair, the Chief Operating Officer, Principal, head custodian, and any other interested staff member will confer in the preparation of a job specification.
 - 2. The Chief Operating Officer shall prepare a purchase requisition that indicates:
 - a. The recommended vendor(s),
 - b. The work required and its location,
 - c. The reason why the work cannot be done by school staff, and
 - d. The estimated cost as obtained from at least three contractors.
 - 3. The Chief Operating Officer shall be responsible for supervising the conduct of the work.



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- E. Replacements and Improvements
 - 1. The Chief Operating Officer will prepare a replacement schedule that lists all school equipment. Annual recommendations will be made in the budget to maintain the schedule of replacements.
 - 2. Replacements required but not scheduled shall be submitted to the Principal or the Chief Operating Officer by the end of September on a budget request form for consideration in the next annual budget.
 - 3. A comprehensive school maintenance plan shall be prepared in accordance with N.J.A.C. <u>6A:26A-3.1-6A:26-20.5</u> in order to meet facility needs and comply with law.

Adopted: 11 August 2014



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8420 EMERGENCY AND CRISIS SITUATIONS (M)

The Board of Trustees recognizes its responsibility to provide for the safety and security in each school building in the district. The district will develop and implement comprehensive written plans, procedures, and mechanisms to provide for the protection of health, safety, security, and welfare of the school population; the prevention of, intervention in, response to and recovery from emergency and crisis situations; the establishment and maintenance of a climate of civility; and support services for staff, students, and their families.

"School security drill" means an exercise, other than a fire drill, to practice procedures that respond to an emergency situation including, but not limited to, a bomb threat, non-fire evacuation, lockdown, or active shooter situation and that is similar in duration to a fire drill.

The Head of Schools or designee shall consult with law enforcement agencies, health and social services provider agencies, emergency management planners, and school and community resources, as appropriate, in the development of the school district's plans, procedures, and mechanisms for school safety and security. The plans, procedures, and mechanisms shall be consistent with the provisions of N.J.A.C. 6A:16-5.1 and the format and content established by the Domestic Security Preparedness Task Force, pursuant to N.J.S.A. App. A:9-64 et seq., and the Commissioner of Education and shall be reviewed annually, and updated as appropriate.

A copy of the school district's school safety and security plan shall be disseminated to all school district employees. New employees shall receive a copy of the school district's safety and security plan, as appropriate, within sixty days of the effective date of their employment. All employees shall be notified in writing, as appropriate, regarding updates and changes to the school safety and security plan.

The school district shall develop and provide an in-service training program for all school district employees to enable them to recognize and appropriately respond to safety and security concerns, including emergencies and crises, consistent with the school district's plans, procedures, and mechanisms for school safety and security and the provisions of N.J.A.C. 6A:16-5.1. New employees shall receive this in-service training, as appropriate, within sixty days of the effective date of their employment. This in-service training program shall be reviewed annually and updated, as appropriate.

The Board shall ensure individuals employed in the district in a substitute capacity are provided with information and training on the district's practices and procedures on school safety and security including instruction on school security drills, evacuation procedures, and emergency response protocols in the district and the school building



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where the individuals are employed in accordance with the provisions of N.J.S.A. 18A:41-7.

Every Principal of a school of two or more rooms, or of a school of one room, when located above the first story of a building, shall have at least one fire drill and one school security drill each month within the school hours, including any summer months during which the school is open for instructional programs, and shall require all teachers of all schools, whether occupying buildings of one or more stories, to keep all doors and exits of their respective rooms and buildings unlocked during the school hours, except during an emergency lockdown or an emergency lockdown drill. Where school buildings have been provided with fire escapes, they shall be used by a part or all of the students performing every fire drill. An actual fire or school security emergency that occurs at a school during the month and that includes activities which are the equivalent of a drill shall be considered a drill for the purposes of meeting the requirements of N.J.S.A. 18A:41-1.

Every school in the district shall conduct a school security drill within the first fifteen days of the beginning of the school year. Notwithstanding any other provision of law to the contrary, the school district shall ensure that a school security drill that occurs when students are present:

- 1. Includes clear, developmentally and age-appropriate messaging to students and staff at the conclusion of the drill that the event is a drill and that no current danger exists;
- 2. Does not expose students to content or imaging that is not developmentally or age-appropriate;
- 3. Is paired with trauma-informed approaches to address any student inquiries or concerns which may arise as a result of a school security drill;
- 4. Does not include the use of fake blood, real or prop firearms, or the simulations of gun shots, explosions, or other sounds or visuals that may induce panic or traumatic response from a student or school district employee;
- 5. Does not require a student to role play as a victim, but may include first aid training in which students participate; and
- **6.** Is accessible to students with disabilities and mental health conditions, and provides all necessary accommodations for these students.



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The Principal or designee shall provide written notification to the parent of a student enrolled in the school following completion of a school security drill, which notice shall be provided to the parent by no later than the end of the school day on which the school security drill is conducted.

The Principal or designee will provide local law enforcement or other emergency responders, as appropriate, with a friendly notification at least forty-eight hours prior to holding a school security drill. A law enforcement officer shall be present at a minimum of one school security drill in each school year in order to make recommendations on any improvements or changes to school security drill procedures that the officer may deem advisable in accordance with N.J.S.A. 18A:41-1. The school district may permit emergency personnel access to the buildings and grounds of its schools for school security drills that are scheduled outside of school hours and during such times as students are not present.

The school district shall review and update its school security drill procedures using a process that coincides with the review of the school safety and security plan developed pursuant to N.J.A.C. 6A:16-5.1 and collects input from emergency personnel; parents of students enrolled in the school district; teachers and staff employed in the district; mental health professionals; and student government representatives from multiple grade levels.

The school district shall annually track data on such measures and information as required by the Commissioner of Education, and shall report the data to the Commissioner.

Such drills and in-service training programs shall be conducted in accordance with a building security drill guide and training materials that educate school employees on proper evacuation and lockdown procedures in a variety of emergency situations on school grounds in accordance with N.J.A.C. 6A:16-5.1.

The school district will be required to annually submit a security drill statement of assurance to the New Jersey Department of Education by June 30 of each school year. Each school in the district will be required to complete a security drill record form as required by the New Jersey Department of Education.

N.J.S.A. 2C:33-3 N.J.S.A. 18A:41-1; 18A:41-2; 18A:41-6; 18A:41-7**; 18A:41-7a.** N.J.A.C. 6A:16-5.1; 6A:27-11.2

Adopted: 11 August 2014



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Revised : 23 November 2020 Revised: 18 October 2021



LINK COMMUNITY CHARTER SCHOOL BOARD OF EDUCATION

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9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES (M)

Μ

The Board of Trustees recognizes that keeping students and staff safe and helping children understand and respect the law is best served by a close and cooperative relationship with local law enforcement. The Board of Trustees acknowledges the law compelling school attendance vests in the Board a custodial responsibility for the children in its charge and a duty to protect those children from persons not associated with the school. The Board further recognizes that its interest in helping children understand and respect the law is best served by a close and cooperative relationship with local law enforcement.

The Board adopts this Policy and Regulation 9320 in accordance with N.J.A.C. 6A:16-6.1. to ensure cooperation between school staff and law enforcement authorities in all matters relating to the unlawful possession, distribution and disposition of controlled dangerous substances, including anabolic steroids, as defined in N.J.S.A. 24:21-2 and N.J.S.A. 2C:35-2, drug paraphernalia as defined in N.J.S.A. 2C:36-1, alcoholic beverages; firearms, as defined in N.J.S.A. 2C:39-1.f.; and other deadly weapons as defined in N.J.S.A. 2C:39-1.r.

The Board adopts Policy and Regulation 9320 in accordance with N.J.A.C. 6A:16-6.1. to ensure cooperation between school district staff and law enforcement authorities in all matters relating to the planning and conduct of law enforcement activities and operations occurring on school grounds, including arrest procedures, undercover school operations, and mandatory reporting the offenses listed in the Memorandum of Agreement between Education and Law Enforcement Officials (MOA).

The Head of School or designee shall institute a program of such communication and cooperation with law enforcement in accordance with N.J.A.C. 6A:16-6.1.

This Policy and Regulation 9320 shall be submitted for review and approval to the Executive County Superintendent in accordance with N.J.A.C. 6A:16-6.2(a)2.

The Head of School or designee shall annually review the MOA as adopted by the Board to ensure this Policy and Regulation 9320 are in accordance with the requirements outlined therein. Policy and Regulation 9320 have been developed and approved by the Board to protect the interests of students and serve the legitimate needs of law enforcement in accordance with N.J.A.C. 6A:16-6.1 et seq.



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N.J.A.C. 6A:16-6.1.; 6A:16-6.2; 6A:16-6.4.

Adopted: 10 November 2014



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[See POLICY ALERT No. 227]

R 9320 COOPERATION WITH LAW ENFORCEMENT AGENCIES

- A. Policy 9320 and this Regulation shall be in accordance with the provisions of N.J.A.C. 6A:16-6.2, the Memorandum of Agreement between Education and Law Enforcement Officials (MOA), and shall be:
 - 1. Developed, implemented, and revised, as necessary, in consultation with the county prosecutor and other law enforcement officials as may be designated by the county prosecutor;
 - 2. Reviewed and approved by the Executive County Superintendent;
 - 3. Made available annually to all school district staff, students, and parents;
 - 4. Consistent with reporting, notification, and examination procedures of students suspected of being under the influence of alcohol and other drugs pursuant to N.J.A.C. 6A:16-4.3; and
 - 5. Consistent with N.J.A.C. 6A:16-7, as appropriate.
- B. The school district's policies and procedures for cooperation with law enforcement agencies shall include the following components:
 - 1. The Superintendent has designated school district staff as liaisons to law enforcement agencies in accordance with the MOA. The MOA includes a description of the liaisons' roles and responsibilities;
 - 2. Specific procedures for and responsibilities of school district staff in summoning appropriate law enforcement authorities onto school grounds, for the purpose of conducting law enforcement investigations, searches, seizures, or arrests shall be in accordance with the MOA;



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- 3. Specific procedures and responsibilities of school district staff for notifying parents in instances of law enforcement interviews involving their children shall be consistent with the MOA and the following:
 - a. School officials shall not notify the student's parent(s) in instances of suspected child abuse or neglect;
 - b. School officials shall notify the student's parent(s) when the student is the target of the law enforcement investigation; and
 - c. In all other instances, school authorities shall permit law enforcement authorities to determine whether or when a student's parent should be contacted;
- 4. Specific procedures for and responsibilities of school district staff in cooperating with arrests made by law enforcement authorities on school grounds shall be in accordance with the MOA;
- 5. Specific procedures for and responsibilities of school district staff in initiating or conducting searches and seizures of students, their property, and their personal effects shall be in accordance with the MOA and the following:
 - a. All searches and seizures conducted by school district staff shall comply with the standards prescribed by the United States Supreme Court in *New Jersey v. T.L.O.*, 469 *U.S.* 325 (1985).
 - b. Questions concerning searches conducted by school officials shall be directed to the appropriate county prosecutor.
 - c. School officials may request that law enforcement authorities assume responsibility for conducting a search or seizure.



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- d. No school district staff member shall impede a law enforcement officer engaged in a lawful search, seizure, or arrest whether pursuant to a warrant or otherwise.
- e. School district staff shall permit law enforcement authorities, upon their arrival, to assume responsibility for conducting a search or seizure.
- f. All inspections of lockers, desks, or other objects or personal property on school grounds involving the use of law enforcement drug-detection canines may be undertaken with only the express permission of the county prosecutor or the Director of the Division of Criminal Justice or the Director's designee in the New Jersey Department of Law and Public Safety.
- g. Questions concerning the legality of a contemplated or ongoing search, seizure, or arrest conducted by a law enforcement officer on school grounds shall be directed to the county prosecutor or in the case of a search, seizure, or arrest undertaken by the Division of Criminal Justice's designee in the New Jersey Department of Law and Public Safety, to the assigned Assistant Attorney General;
- 6. The procedures for and responsibilities of school district staff, with regard to interviews of students suspected of possessing or distributing a controlled dangerous substance; including anabolic steroids, drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530 and the MOA;
- 7. Procedures for planning, approving, and conducting undercover school operations shall be in accordance with the MOA and the following:
 - a. The Superintendent and Principal shall cooperate with law enforcement authorities in the planning and conduct of undercover school operations. The Superintendent shall approve undercover operations without prior notification to the Board of Education.



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- b. All information concerning requests to undertake an undercover school operation, information supplied by law enforcement authorities to justify the need for and explain a proposed undercover school operation, and all other information concerning an ongoing undercover school operation, including the identity of any undercover officer placed in a school, shall be kept strictly confidential by the Superintendent and Principal.
- c. The Superintendent and Principal shall not divulge information concerning an undercover school operation to any person without the prior express approval of the county prosecutor or designee.
- d. The Superintendent, Principal, or any other school district staff or Board member who may have been informed regarding the existence of the undercover school operation shall immediately communicate to the county prosecutor or designee if they subsequently learn of information that suggests the undercover officer's true identity has been revealed, the undercover officer's identity or status as a bona fide member of the school community has been questioned, or the integrity of the undercover school operation has been in any other way compromised;
- 8. The procedures for and responsibilities of school district staff concerning the safe and proper handling of a seized controlled dangerous substance, including anabolic steroids, drug paraphernalia, or a firearm or other deadly weapon, and the prompt delivery of the items to appropriate law enforcement authorities shall be in accordance with N.J.A.C. 6A:16-6.2, Policy and Regulation 5530, and the MOA;
- 9. The procedures for and responsibilities of school district staff in notifying authorities of a suspected violation of laws prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530 and the MOA;



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- 10. Provisions for requesting uniformed police attendance at extracurricular school events shall be in accordance with the MOA;
- 11. Provisions for notifying parents as soon as possible whenever a student is arrested for violating a law prohibiting the possession; sale or other distribution of a controlled dangerous substance, including anabolic steroids; drug paraphernalia; or a firearm or other deadly weapon shall be in accordance with Policy and Regulation 5530;
- 12. Provisions for in-service training of school district staff concerning policies and procedures established in this subchapter, and the exchange of information regarding the practices of the school district and law enforcement agencies shall be in accordance with the MOA;
- 13. A MOA with appropriate law enforcement authorities in accordance with N.J.A.C. 6A:16-6, Policy 9320, and this Regulation;
- 14. An annual process for the Superintendent and appropriate law enforcement officials to discuss the implementation and need for revising the MOA, and to review the effectiveness of policies and procedures implemented pursuant to N.J.A.C. 6A:16-6.2 and the MOA;
- 15. Provisions for contacting the Chief Executive Officer of the involved law enforcement agency, county prosecutor, and/or Division of Criminal Justice, as necessary, to resolve disputes concerning law enforcement activities occurring on school grounds shall be in accordance with the MOA; and
- 16. Provisions for directing inquiries or complaints received by school district staff regarding interviews, investigations, arrests, or other operations conducted by sworn law enforcement officers to the appropriate law enforcement agency shall be in accordance with the MOA.



COMMUNITY R 9320/page 6 of 7 Cooperation with Law Enforcement Agencies

C. Mandatory Reporting

- 1. There are seven offenses that must be reported to law enforcement if they qualify as mandatory reports, as set forth and explained in further detail in the MOA. These mandatory reports include:
 - a. Whenever any school district staff has reason to believe a student is in possession of a controlled dangerous substance or related paraphernalia, or is involved or implicated in distribution activities regarding controlled dangerous substances, pursuant to N.J.A.C. 6A:16-6.3;
 - b. Whenever any school district staff in the course of their employment develops reason to believe that a firearm or other dangerous weapon has unlawfully been possessed on or off school grounds, a weapon was used in an assault against a student or other school personnel, or that any student or other person has committed an offense with, or while in possession of, a firearm, whether or not such offense was committed on school grounds or during school operating hours, pursuant to N.J.A.C. 6A:16-5.5, 5.6(d)4 and 6.3(b);
 - c. Whenever any school district staff in the course of their employment develops reason to believe that anyone has threatened, is planning, or otherwise intends to cause death, serious bodily injury, or significant bodily injury to another person under circumstances in which a reasonable person would believe that the person genuinely intends at some time in the future to commit the violent act or to carry out the threat, pursuant to N.J.A.C. 6A:16-6.3(c) through (e);
 - d. Whenever any school district staff in the course of their employment develops reason to believe that a crime involving sexual penetration or criminal sexual contact has been committed on school grounds, or by or against a student during school operating hours or during schoolrelated functions or activities, pursuant to N.J.A.C. 6A:16-6.3(d);



COMMUNITY R 9320/page 7 of 7 Cooperation with Law Enforcement Agencies

- e. Whenever any school district staff in the course of their employment develops reason to believe that an assault upon a teacher, administrator, other school Board employee, or district Board of Education member has been committed, with or without a weapon, pursuant to N.J.A.C. 6A:16-5.7(d)5;
- f. Whenever any school district staff in the course of their employment develops reason to believe a "bias-related act" has been committed or is about to be committed on or off school grounds, pursuant to N.J.A.C. 6A:16-6.3(e); and
- g. Whenever any school employee in the course of their employment develops reason to believe a student is potentially missing, abused, or neglected, pursuant to N.J.A.C. 6A:16-11.1(a)3i. through iii.
- D. Nothing in the policies and procedures required under N.J.A.C. 6A:16-6 and Policy 9320 and this Regulation shall be construed to prohibit school district staff from disclosing information, pursuant to N.J.A.C. 6A:32-7.2 and 7.5(f), if necessary, to protect the immediate health or safety of a student or other persons.
- E. The Superintendent or designee shall annually review Policy 9320 and this Regulation as adopted by the Board to ensure each are in accordance with the requirements outlined in the MOA.

Adopted:



| Form #23 CR PUBLIC Revised 01/2022 Pare 1 of 5 | | | | | | | | | | VICE MANAGEMENT | | | TOTAL | \$0.00 | \$13,260.00 | \$218,535.92 | \$216,659.58 | \$1,876.34 | \$0.00 | \$1,876.34 | | | | *Note: State Bid Bond 10% not to exceed | \$20,000.00 - See KFP TOF requirements. | **Not Boi | required if reimbursement is greater than \$100,000. |
|--|--|--|-----------------------------|---------------|--|---------------------------------------|------------------|------------------|--------------------------|--|---|--|-----------------|-----------------|-----------------------------|--------------|----------------------------|--|---------|-------------------------------------|--------|-------------------------|----------------------|--|--|--|--|
| | T | Statement | | | | | Bookkeeper | : (973) 598-0007 | | o enter into a FOOD SER | luded in fee below. | uarantee | CATERING/VENDED | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 10110 | \$0.00 | \$0.00 | BOND PERCENT FROM RFP | 10.00% | 5.00% | 10.00% |
| | RESPONSE AND PROJECTED OPERATING STATEMENT | PUBLIC - Response and Projected Operating Statement for | harter | r 2022 - 2023 | specifications. | | TITLE: | | | ted we hereby agree t | ttive, etc.) must be inc | rofit/Loss and G | SFSP | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 of the following options | | Guaranteed Breakeven | Guaranteed Return | BOND BASED ON THIS AMOUNT: | \$216,659.58 | \$0.00 | \$0.00 |
| LIC | ID PROJECTED OPE | <u>/C</u> - Response and P | SFA: Link Community Charter | School Year | described in the RFP | | | | | ecifications. If accep | t Services, Administra | agement Fee, Pi | CACFP | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,876.34 \$0.00 | | 5 | | BOND AMOUNT | \$20,000.00 | \$0.00 | \$0.00 |
| PUBLIC | RESPONSE AN | PUBL | SFA | | food service program as d Service | 525 E. Main Street, Chester, NJ 07930 | A . | (973) 598-0006 | chiofood.com | terms, conditions and sp ribed in the Contract/RFP | es (i.e General Suppor | Administrative/Management Fee, Profit/Loss and Guarantee | NSLP, SBP, ASSP | \$0.00 | \$13,260.00 | \$218,535.92 | \$216,659.58 | \$1,876.34 | \$0.00 | \$1,876.34 GUARANTEE: FSN | Amount | | \$0.00 | CHECK BOX IF INCUDED | 2 | | |
| | | | | | e to operate the food ser. Maschio's Food Service | | | | nsharkey@Maschiofood.com | all the attached TRACT as desc | Management Fe | A | | \$0.000 | | 14 M | | No. of Street, | | and the second | | No Guarantee | Guaranteed (Loss) | TION | | ERAL SURITY |) - SFSP (FED. |
| <u>Cost Reimbursable</u> | | | | | We the undersigned, agree to operate the food service program as described in the RFP specifications. FSMC NAME: Maschio's Food Service | FSMC ADDRESS: | PREPARER'S NAME: | TELEPHONE #: | PREPARER'S E-MAIL : | This proposal is subject to all the attached terms, conditions and specifications. If accepted we hereby agree to enter into a FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT as described in the Contract/RFP. | <u>AII</u> FSMC Administrative/Management Fees (i.e General Support Services, Administrative, etc.) must be included in fee below. | | | CENTS PER MEAL: | FLAT FEE / CATERING FEE: | | I UI AL (EXPENSES) COST | RETURN / (LOSS) | (1 YR.) | KL WITH EQUIP & MEAL CHARGE DEBT | | | | BOND TYPE & REGULATION | *BID BOND 18A:18A | BID BOND - SFSP (FEDERAL SURITY CO. ONLY) | **PERFORMANCE BOND - SFSP (FED SURITY CO. ONLY) |

| Cost Reimbursable | le e | | | | For | Form #23 CR PUBLIC | |
|--------------------------|--|---------------------------------|-------------------|-------------------------------------|------------------------------------|--|-----------------|
| SFA: Link C | Link Community Charter | PUBLIC | IC . | | 107 | Revised 01/2022 | |
| FSMC: Masch | Maschio's Food Service | | | | | Page 3 of 5 | |
| | | RESPONSE AND | PROJECTED (| E AND PROJECTED OPERATING STATEMENT | TEMENT | | |
| PUBLIC-AI | PUBLIC-All NSLP rates of reimbursement include the PBF (\$.07) | sement include the F | BF (\$.07) | CINCOLOTED REVENUE (Actimoursement) | REIMBURSABI | other reimbursable meal programs | SAMS |
| Meals/Snacks & Milk | ks & Milk | Rate R | Reimbursement | Meals/Snacks & Milk | Milk | Rate | Reimbursement |
| | 3,312 Paid | @ \$0.5200 = | \$1,722.24 | CHILD& | 0 Break | @ \$1.9700 = | - |
| LUNCH | 5,336 Reduced | @ \$3.8350 = | \$20,463.56 | ADULT CARE | 0 Lunch | @ \$3.6600 = | \$0.00 |
| | 30,728 Free | @ \$3.8350 = | \$117,841.88 | FOOD | 0 Dinner | @ \$3.6600 = | \$0.00 |
| *High Rate Only | 39,376 *AII | @ \$0.0200 = | \$787.52 | PROGRAM | 0 Snack | @ \$1.0000 | \$0.00 |
| TOTAL LUNCH | 4 39,376 Total | | \$140,815.20 | TOTAL | 0 Total | | \$0.00 |
| REFAKEAST Ran | 2,02 | @ \$0.3300 = | \$667.92 | SUMMER | 0 Break | @ \$2.4150 = | \$0.0000 |
| Rate Only | | @ \$1.9700 = | \$0.00 | FOOD | 0 Lunch | @ \$4.2500 = | \$0.0000 |
| fuine annu | 0 Free | @ \$1.9700 = | \$0.00 | SERIVCE | 0 Dinner | @ \$4.2500 = | |
| | 2,024 Total | | \$667.92 | PROGRAM | 0 Supplement | @ \$0.9975 = | \$0.000 |
| **BREAKFAST | 3,680 Reduced | @ \$2.3500 = | \$8,648.00 | TOTAL SFSP | 0 Total | | \$0.00 |
| Allo near alered | 19,688 Free | @ \$2.3500 = | \$46,266.80 | | | | |
| TOTAL SN | 23,368 Total | | \$54,914.80 | <u>* Enter total n</u> | umber of Lunch | * Enter total number of Lunch meals in High Rate ONLY if | Rate ONLY if |
| BREAK. | | L | | SFA qualifies | for the High Rat | SFA qualifies for the High Rate of Reimbursement (Use total | ment (Use total |
| After School Snack | | = 0060.0 <u>\$</u> | \$0.00 | Lunch Number) | ជ | | |
| Program | 0 Reduced 4,232 Free | (a) \$0.5000 = (a) \$1.0000 = | \$4,232.00 | **All Paid Bre | akfasts are in th | **All Paid Breakfasts are in the Regular Rate Category. Only Schools who qualify for SN breakfast are in SN_Doduced | Category. Only |
| TOTAL ASSP | 4,232 Total | | \$4,232.00 | and Free. | | | 300 |
| Milk Program | 0 Free Milk @ | (a) \$0.2200 = | \$0.00 | ***SSMP and SMP | SMP Sales & R(| Sales & Reimbursements are included | are included |
| ***TOTAL | | *** | 00-0 0 | WILL A IS CALLE 444 | • • • • | | |
| SSMP/SMP | 0 Total | | \$0.00 | MEAL - NSLP, SBP & ASSP | IP & ASSP | | 69,000 |
| | | | | A La Carte & | A La Carte & SMP Dollars Converted | nverted | 879 |
| I U I AL REMIBUI | IOIAL REMIBURSEMENT-NSLP, SBP, ASSP & SMP | ASSP & SMP | \$200,629.92 | Total Meals | | | 69,879 |

| SFA: Link Community Charter FSMC: Maschio's Food Service | unity Charter ood Service | \square | AC AC AC | ISE AND D | BO IECTED | ODEDATIN | PU PCCTED ODEDATING STATEMENT | PUBLIC | | | E CL | Revised 01/2022 Page 4 of 5 | 2 |
|--|---|-------------------------|----------------------------|---------------|--|----------|----------------------------------|----------------|--|----------------------------|------------|---|--------------|
| | NSLP. SBP & ASSP | F | ALAUARIE | ASE AND T | EXPENSES "At Risk" CACFP | SES | | | S | SESP | | CATERING | SFA.SFA |
| IINCH | REAKEAST | SNACK | \$55 | LUNCH | BREAKFAST | SNACK | DINNED | IINCU | DEAVEACT | analise reserve | DINNED | | VIENDED CCC |
| otal Meals or \$\$\$ 39376 | - | 4232 | \$3,600.00 | 0 | 0 | • | 0 | 0 | 0 | our Lement | 0 | \$0.00 | \$0.00 |
| \$1.50 | 0 \$0.91 | \$0.39 61 660 40 | \$1.60 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | |
| 2011 1 200 | | 04:000'10 | 00.404.16 | nnné | nnint | nnnt | nn·nt | nnint | nnint | Innint | nornt | 00.04 | 00'0\$ |
| Enter rebate | Enter rebates as a negative number | mper - | \$85,229.01 -\$1,704.58 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Example -\$100.00 | 00.00 | | \$83,524.43 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| the state of the s | and the second second | | 684 DOA 40 | | | i i | en no | | | | 0000 | 00.04 | |
| will fill from the | mounty and selaried Labor and benefits amounts will fill from the Labor worksheets. If SFA has | I SFA has | \$20,923.85 al | ourly and sa | \$20,923.85 are a percentage of total Hourly and | irly and | M 00.05 | fourly Labor a | 40.00 HOURLY LABOR AND BENEFITS IS a separate \$0.00 worksheet for SFSP. Amounts will fill free | separate will fill from | 00'05 | 00.05 | 50.00 |
| CACFP, Caterin | CACFP, Catering or Vended Meals the FSMC | he FSMC | \$0.00 S | alaried Labor | Salaried Labor & Benefits. | | \$0.00 t | hese workshe | \$0.00 these worksheets. Salaried Labor will be a | bor will be a | \$0.00 | \$0.00 | \$0.00 |
| programs. | must assign percentages of wages to these programs. | o mese | \$0.00 | | | | \$0.00 | percentage of | \$0.00 percentage of Salary & Benefits. | s' | \$0.00 | \$0.00 | \$0.0 |
| | | L | \$102,827.95 | | | L | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| | | L | en 405 76 | | | | | | | | | | |
| | | | 92,100.36 | | | 1 | 00.04 | | | | \$0.00 | \$0.00 | 20.00 |
| 1 | | | \$0.00 | | | | 00.0¢ | | | | \$0.00 | 00.05 | \$0.00 S |
| | | 1 | | | | J | | | | _ | | | |
| | | L | \$12,319.48 | | | L | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| **Other Allowable Expenses as indica | •• Expenses as Indicated in RFP (Cost and Personscipitive Form) | (Cost and | | | | | | | | | | | |
| | | | \$0.00 | | | | \$0.00 | | | | \$0.00 | 00 ^{.05} | \$0.00 |
| Venicie (gas, repairs, lease) | | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Insurance (General, Product and Liability) | | | \$1.747.63 | | | | \$0.00 | | | | 20.00 | Sn nn | U US |
| Uniforms/Laundry | | | \$615.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Office Supplies (postage, | | | | | | | | | | | | | |
| tc.) | *Witet he ner BED/Contract - Dr # | - | \$200.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| USDA Foods Delivery | - maninor - LA | | \$1,565.10 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| POS Hardware and Software | | | \$600.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Mileage (in district) | | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Armored Car Cash Pick-up | | | en no | | | | 60.00 | | | | en an | en 00 | |
| and bank Deposit State and Local Licenses | | | \$0.00 | | | | 20.00 | | | | 00 US | 00.0¢ | nn.nt |
| Г | Enter Description of Expense | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Enter Descrip | Enter Description of Expense | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Enter Descrip | Enter Description of Expense | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Enter Descrip | Enter Description of Expense | | \$0.00 | | | | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| Total Other Expenses | | | \$4,727.73 | | | L | \$0.00 | | | | \$0.00 | \$0.00 | \$0.00 |
| | | | | | | | | | | | | 0.00% | 0.00% |
| ¢0 0000 | en nnn | en non | 0000 | 0000 | 0000 00 | 0000 00 | 0000 | 0000 | 0000 | 0000 | P ADAGC | FSMC - Enter fee (percentage of catering sales) in hox above | arcentage of |
| Meal Equiv. Factor | | 20.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 | \$0.0000 G | atening sales) in p | X above. |
| / Total | FSMC - only one type of Fee may be used. CPM or Flat Fee. Catering Fee will be defined | y be used. | \$0.00 | | | L | \$0.00 | | | | \$0.00 C | \$0.00 Catering Fee Totals: | |
| as a percenta documente | as a percentage. All catering costs must be documented and submitted to the SFA. | sts must be the SFA. | \$13,260.00 | | | l | | | | | | \$0.00 | \$0.00 |
| | |] | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| | | | | | | Kevised UT/ZUZZ |
|-------------------------|---|----------------|--|----------------|--------------------|-----------------|
| | Maschio's Food Service | | | | Page | Page 5 of 5 |
| | | RESPONSE A | RESPONSE AND PROJECTED OPERATING STATEMENT | ERATING STATEN | | |
| | | SUMN | MMARY OF INCOME AND EXPENSES | ID EXPENSES | | |
| | | NSLP, SBP ASSP | CACFP | SFSP | CATERING / SFA-SFA | TOTAL PROGRAM |
| | MEALS | 69,879 | | • | | 69,879 |
| | INCOME | | | | | |
| | CASH SALES | \$17,906.00 | | | \$0.00 | \$17,906.00 |
| | REIMBURSEMENTS | \$200,629.92 | \$0.00 | \$0.00 | | \$200,629.92 |
| | VENDING COMMISSION | \$0.00 | | | | \$0.00 |
| | TOTAL INCOME | \$218,535.92 | \$0.00 | \$0.00 | \$0.00 | \$218,535.92 |
| | EXPENSES | | | | | |
| | FOOD | \$83,524.43 | \$0.00 | \$0.00 | \$0.00 | \$83,524.43 |
| | LABOR | \$102,827.95 | \$0.00 | \$0.00 | \$0.00 | \$102,827.95 |
| | SUPPLIES | \$12,319.48 | \$0.00 | \$0.00 | \$0.00 | \$12,319.48 |
| | OTHER EXPENSES | \$4,727.73 | \$0.00 | \$0.00 | \$0.00 | \$4,727.73 |
| | MANAGEMENT FEE | \$13,260.00 | \$0.00 | \$0.00 | \$0.00 | \$13,260.00 |
| | TOTAL EXPENSES (COST) | \$216,659.58 | \$0.00 | \$0.00 | \$0.00 | \$216,659.58 |
| | RETURN ((LOSS) | \$1,876.34 | \$0.00 | \$0.00 | \$0.00 | \$1,876.34 |
| New Contract only | FSMC Equipment Investment (5 Year Total) | \$0.00 | 00.0\$ | \$0.00 | 00.0\$ | \$0.00 |
| New & Renewal | Equipment Investment - (Current Year) | \$0.00 | \$0.00 | \$0.00 | 00.0\$ | \$0.00 |
| New & Renewal | *Anticipated Meal Charges Debt | 00.02 | | | | \$0.00 |
| | K/L with Equipment & Meal Charge Debt | \$1,876.34 | \$0.00 | \$0.00 | \$0.00 | \$1,876.34 |

| FSMC: | | and and and and | TTTO NOTION | | Tranol alla Dellelles | an penetra | | (DOCS IIOT IIICINAS | e oumme | er rood | Summer Food Service Frogram | Ogram | |
|-------------------------------|--|--|---------------|--------------|-----------------------|---|------------------------------------|---|---------------------------------------|---|--|--------------|--------|
| | Maschio's Food Service | od Servi | ice | | | SFA Labor should be added as line item from RFP/Contract or Renewal -\$\$ from the SFA | l be added as Renewal -\$\$ fr | line item from om the SFA | FSMC shall "total wage CACFP, C | FSMC shall determine a percentage of "total wages" that will be applied to CACFP, Catering &Vended Meals. | ercentage of e applied to ded Meals. | CACFP | 0.00% |
| SFA: | SFA: Link Community Charter | mity Cha | arter | | | Add description | description for "Other" column(s). | column(s). | ŝ | 64 19 20 | | Catering | 0.00% |
| | | | M | Wages | | | Employ | Employer Share of Taxes and Benefits | Taxes and H | 3enefits | | Vended Meals | 0.00% |
| | | Hourly | 10 | # of Days | | Payroll | | NJ Earned | | | | | *PT0 - |
| Site Name | Position | Rate | day | Paid | Total Wages | Taxes | Medical | Sick Leave | Other | Other | Total Fringe | Total Cost | Hours |
| Total SFA L | Labor Dollars | State of the second sec | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| Link Community F | Link Community Food Service Worke | \$14.00 | 8.00 | 189 | \$21,168.00 | \$3,245.05 | \$0.00 | \$0.00 | \$2,116.16 | \$60.00 | \$5,421.22 | \$26,589.22 | 40.00 |
| - | Cook | \$15.55 | 8 | 189 | \$24,981.08 | \$3,829.60 | \$0.00 | \$0.00 | \$2,497.36 | \$60.00 | \$6,386.96 | \$31,368.03 | 42.50 |
| | Director | \$21.02 | 9.00 | 189 | \$35,755.02 | \$5,481.24 | \$0.00 | \$0.00 | \$3,574.43 | \$60.00 | \$9,115.67 | \$44,870.69 | 45.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| TOT | TOTALS | | 25.5 | | \$81,904.10 | \$12,555.90 | \$0.00 | \$0.00 | \$8,187.95 | \$180.00 | \$20,923.85 | \$102,827.95 | 127.50 |
| Wednesday | 4 | | NSLP,SBP,ASSP | 'ASSP | \$81,904.10 | 0 | | | | | \$20,923.85 | | |
| worksneet m and all hourly | worksneet must accurately renect any and all hourly employees employed by | oved by - | CACFP | e. | \$0.00 | | SMC can hide | FSMC can hide/unhide rows, format and change description of | mat and change | description of | \$0.00 | | |
| | the FSMC | | CATERING | ING | \$0.00 | <u> </u> | eadings to ma | headings to make worksheet compatible to their needs. | npatible to their r | needs. | \$0.00 | | |
| | | | VENDED MEALS | MEALS | \$0.00 | | | | | | \$0.00 | | |

| 2 | FSMC Salaried Lal | aried Lal | bor and Benefits (Includes SFSP) | nefits (In | cludes S | FSP) | | CACFP | %00.0 |
|---------------|-------------------------------|-----------------------|----------------------------------|---|--|-------------------------------|-------------------------|--------------|-----------|
| FSMC: | Maschio's Food Service | od Service | | FSMC shall determine a percentage of "total wages that will be amilied to CACFP. Catering & Vended | etermine a per plied to CAC | rcentage of " FP. Catering | total wages" &Vended | SFSP | 0.00% |
| SFA: | Link Community Charte | nity Charte | - | Meals. | | 9 | | Catering | 0.00% |
| | | Employer 3 | Share of Taxes and Benefits | s and Benefit | ts | | | Vended Meals | 0.00% |
| | | Davroll | | N I Farnad | | | | | *PT0 - |
| Position | Total Wages | Taxes | Medical | Sick Leave | Other | Other | Total Fringe | Total Cost | Hours |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| NSLP,SBP,ASSP | \$0.00 | | | | No. of Street, | | \$0.00 | | A Startes |
| CACFP | \$0.00 | | | | | State and | \$0.00 | | |
| SFSP | \$0.00 | | | | | | \$0.00 | | |
| Catering | \$0.00 | | | | | | \$0.00 | | |
| Vended Meals | \$0.00 | and the second second | | | and the second | | \$0.00 | | |

| | FSMC Salaried La | aried Lat | bor and Be | Benefits (Includes SFSP | cludes S. | FSP) | | CACFP | %00.0 |
|---------------|-------------------------------|-----------------------|-----------------------------|---|--------------------------------|---------------|--------------------------|--------------|-----------------|
| FSMC: | Maschio's Food Service | od Service | | FSMC shall determine a percentage of "total wages that will be annlied to CACFP. Catering & Vended | stermine a per plied to CAC | rcentage of " | total wages" & Vended | SFSP | %00.0 |
| SFA: | Link Community Charter | nity Charte | | Meals. | | 9 | | Catering | 0.00% |
| | | Employer S | Share of Taxes and Benefits | s and Benefi | ţS | | | Vended Meals | 0.00% |
| | | | | | | | | | |
| Position | Total Wages | Payroll Taxes | Medical | NJ Earned Sick Leave | Other | Other | Total Fringe | Total Cost | *PTO - Hours |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |
| TOTAL | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| NSLP,SBP,ASSP | \$0.00 | | | | | | \$0.00 | | |
| CACFP | \$0.00 | | | | | 100 miles | \$0.00 | | |
| SFSP | \$0.00 | | | | | | \$0.00 | | |
| Catering | \$0.00 | | | | | | \$0.00 | | |
| Vended Meals | \$0.00 | A State of the second | A CONTRACTOR OF | and the second second | | | \$0.00 | | |

| SFA: Link Community Charter Hourly Hours | nmunity (| LOINTC: INTEGRATION & L'UNU DEL VICE | | | | | | | | | |
|---|-----------|--------------------------------------|--------------|--------|---------|---|------------|-----------|---------------------|------------|--------|
| | - | Charter | | | | | | | | | |
| | | И | Wages | | Em | Employer Share of Taxes and Benefits | nre of Tax | es and Be | nefits | | |
| | Hourly | Hours/ | # of Days | Total | Pavroll | | Earned | | | | * |
| | | | Paid | Wages | Taxes | Medical | Leave | Other | Total Fringe | Total Cost | Hours |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 00.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 0 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 00.0 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | 00.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.0 |
| | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | 0.00 | 0 | \$0.00 | \$0.00 | \$0.00 | 00.00 |
| TOTALS | | 0.00 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0.00 |

SFA: Link Community Charter FSMC: Maschio's Food Service

FSMC - This worksheet is only for new RFP/Contracts

To be filled out only if the SFA has requested in the RFP

FSMC PROPOSED EQUIPMENT (by PROGRAM)

| | | | L L | JED EQUITIVIENT (DY FROUNDINT) | | I AAA | | (INIMU | | | |
|------------------|--|-----------|---------------|--------------------------------|---------------|--------|---------------|--------|---------------|-----------------------|--------|
| SCHOOL/SITE NAME | PROPOSED EQUIPMENT (indicate program) | UNIT COST | # OF UNITS | NSLP, SBP & ASSP | # OF UNITS | CACFP | # OF UNITS | SFSP | # OF UNITS | CATERING & SFA-SFA | TOTAL |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
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| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| | | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | 0 | \$0.00 | \$0.00 |
| TOTAL COST | | | | \$0.00 | | \$0.00 | | \$0.00 | | \$0.00 | \$0.00 |

| | | | | ost Reimbursab | le Index Rate | Cost Reimbursable Index Rate Calculation Form | 4 | Form #272 | |
|-----------------------------------|---|--|------------------------------------|--|----------------------|--|-------------------|--|-------------|
| | | - | | | | | | Revised February 2022 | , 2022 |
| | | | SFA only | has one type of m | anagement fee | SFA only has one type of management fee Cents per Meal or Flat Rate | Flat Rate | | |
| | | Index Rate % Date of Board Meeting | 2.00% | Index Rate % Date of Board Meeting | 1.00% | Index Rate % Date of Board Meeting | 7.50% | Index Rate % Date of Board Meeting | |
| Base Year | | Renewal Year 1 | | Renewal Year 2 | | Renewal Year 3 | | Renewal Year 4 | |
| Cents per Meal Fee | | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee |
| OR | | \$0.0000 | | \$0.0000 | | \$0.0000 | | \$0.0000 | |
| Base Year | 19/20 | Renewal Year 1 | 20/21 | Renewal Year 2 | 21/22 | Renewal Year 3 | 22/23 | Renewal Year 4 | |
| Flat Fee | \$ 12,000.00 | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee | Maximum Fee Allowable | Actual Fee |
| | | \$12,240.00 | \$12,240.00 | \$12,360.00 | \$12,360.00 | \$13,260.00 | \$13,260.00 | \$13,260.00 | |
| The Index Rate http://www.stat | L Percentage is po te.ni.us/dca/divis | The Index Rate Percentage is posted on: <i>NJ Department of Community Affairs web</i> http://www.state.ni.us/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf | rtment of Comm ns/lpcl_docs/cur | Community Affairs website : ocs/cur_index_rate.pdf | | | | | |
| Cell B6 or B13 | Insert the year | Insert the year date of the Base Year Contract e.g. 2020-2021 | ear Contract e.g | . 2020-2021 | | | | | |
| Cell B7 or B14 | Insert the fee in | n the Base Year Co | ntract either Ce | ints per Meal (B7) or F | Flat Fee (B14) ONI | Insert the fee in the Base Year Contract either Cents per Meal (B7) or Flat Fee (B14) ONLY 1 fee is allowable to be charged. | o be charged. | | |
| Cell D3 | Insert the Inde | x Rate applicable o | in the date of th | e SFA's Board Meeting | g approving the R | Insert the Index Rate applicable on the date of the SFA's Board Meeting approving the Renewal of the FSMC Contract (See above) | ontract (See abov | e) | |
| Cell D4, G4, J4, M4 | Insert the date | Insert the date of the Board Meeting approving the FSMC Renewal | ting approving tl | he FSMC Renewal | | | | | ÷ |
| Cell D6, G6, J6, | | | | | | | | | |
| Cell D12 C12 | Insert the date | s of the Kenewal Y | ear Contracts to | insert the dates of the Kenewal Year Contracts for Cents per Meal Fee | | | | | |
| J13, M13 | Insert the date: | Insert the dates of the Renewal Year Contracts for Flat Fee | ear Contracts fo | r Flat Fee | | | | | |
| Cell C10, F10, | Thomas and | Tho movimum for that are done for | and for the D | | | | | | |
| Cell C17. F17. | | ובב הוומר רמוז הב הוופ | | | וומרורמוול רמורחומרב | IN CEILLS PEL IVIEAL FE | ב רחווו מרוא | | |
| 117, L17 | The maximum | The maximum fee that can be charged for | arged for that Re | enewal year will auton | natically calculate | that Renewal year will automatically calculate for Flat Fee contracts | | | |
| Cell D10, G10, | The SFA must in | nsert the actual fee | e negotiated wit | the FSMC but it mu | ust be equal to | The SFA must insert the actual fee negotiated with the FSMC but it must be equal to or below the maximum allowable fee. If ERROR message shows in cell | um allowable fee. | If ERROR message she | ows in cell |
| J10, M10 | below entry, ar | below entry, amount is over maximum allowable fee. | mum allowable | fee. | | | | | |
| Cell D17, G17, J17. M17 | The SFA must in below entry. ar | The SFA must insert the actual fee negotiated with th below entry. amount is over maximum allowable fee. | e negotiated wit mum allowable | h the FSMC <u>but it mu</u> fee | ust be equal to | The SFA must insert the actual fee negotiated with the FSMC <u>but it must be equal to or below</u> the maximum allowable fee. If ERROR message shows in cell below entry. amount is over maximum allowable fee. | um allowable fee. | If ERROR message she | ows in cell |
| The SFA must | prepare this f | The SFA must prepare this form at the time of the Year 1 Renewal. | of the Year 1 | Renewal. The forn | n must be kept | The form must be kept on file with yearly FSMC renewal documents and be completed | FSMC renewal | documents and be | completed |
| during the ren | newal process | for each subseq | uent renewal | during the renewal process for each subsequent renewal year (Year 2, Year 3, Year 4) | 3, Year 4) | | | | |
| DO NOT REI | TURN TO STA | DO NOT RETURN TO STATE AGENCY - FOR SF | FOR SFA FIL | A FILES ONLY | | | | | |
| | | | | | | | | | |

| 00.0\$ | Guarantee |
|-----------------------|----------------------------|
| \$°1,876.34 | Debt |
| | Equipment & Meal Charge |
| | P/L with Current Year |
| 00.0\$ | (5 Years) |
| | Total Equipment Investment |
| 45.378,12 | Profit / (LOSS) |
| \$216,659,55 | Total Expenses |
| \$13,260.00 | Management Fee |
| \$4,727,73 | Other Expenses |
| \$12,319.48 | səilqqu2 |
| \$102,827.95 | Гарог |
| \$83'254'43 | Pood |
| | EXPENSES |
| \$518'232'35 | Total Income |
| 00'0\$ | Vending Commission |
| \$200'629'30 | Total Reimbursement |
| 00`906'21\$ | Total Cash Sales |
| | INCOWE |
| 62869 | SJAƏM JATOT |
| 00'0\$ | Catering & Other \$\$\$ |
| 00'0\$ | Vended Meal \$\$\$ |
| 0 | Total SFSP Meals |
| 0 | SFSP Dinner Meals |
| 0 | SFSP Supplement Meals |
| 0 | SFSP Lunch Meals |
| 0 | SFSP Breakfast Meals |
| 0 | Total CACFP Meals |
| 0 | CACFP Snack Meals |
| 0 | CACFP Dinner Meals |
| 0 | CACFP Lunch Meals |
| 0 | CACFP Breakfast Meals |
| 62869 | Total Meals |
| 628 | *A la Carte Meals |
| 00.009,5\$ | A la Carte Sales \$\$\$ |
| ¢'535 | Total Snack Meals |
| 52'335 | Total Breakfast Meals |
| 926'66 | Total Lunch Meals |
| | SIAEM |
| | Evaluation Score |
| Maschio's Food Servic | FSMC Name: |
| -ink Community Charte | :9ms/N AR2 |
| - 2000 AND 1073 1073 | |
| | |

| Link Community Charter School Check Register from 5/19/2022 to 5/23/2022 for All Funds | | | | | Page |
|--|----------|--|-----------|---------------|-----------------------------------|
| All Bank | Accounts | Included | | | |
| Check# | Date | Vendor (Payee)/Check Line Comments | Amount | PO or Bal Sht | Exp. Acct. or Balance Sheet Title |
| A:04552 | 5/19/22 | Lumen Impact Group, Inc. | | | |
| | | Focused Lens Review (1/3) | 28,125.00 | P202200215 | 20-500-100-600-000-000 |
| A:04553 | 5/19/22 | Maschio's Food Service Inc. | | | |
| | | Meals program Apr 2022 | 21,259.16 | P202200096 | 60-910-310-600-000-000 |
| | | The Grand Total of all Checks from Fund 20 is: | 28,125.00 | | |
| | | The Grand Total of all Checks from Fund 60 is: | 21,259.16 | | |
| The Grand total of all checks for this period is: | | | 49,384.16 | | |

LINK COMMUNITY CHARTER SCHOOL 23 Pennsylvania Ave Newark, NJ 07114

RESOLUTION APPROVING FOOD SERVICE MANAGEMENT CONTRACT

The following is an excerpt of the minutes of the Link Community Charter School board meeting held on **May 23, 2022**

I, Bima Baje, Secretary of Link Community Charter School Board of Trustees, hereby certify the excerpt of the minutes contained this document is true and complete representation of actions taken by the board members.

- WHEREAS, the Link Community Charter School has received the Maschio's Proposed Contract Extension; and
- WHEREAS, the said contract is based on previous year's contract; and
- WHEREAS, the Board reviewed the proposed contract extension Therefore;

BE IT RESOVLED THAT, the Board of Trustees of the Link Community Charter School unanimously approved at its meeting conducted on **May 23,2022** the Maschio's Food Service Management Contract as presented.

Respectfully Submitted,

Bima B. Baje Business Administrator/Board Secretary Link Community Charter School