## LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES MEETING

November 14, 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 regular meeting of the Link Community Charter School Board of Trustees was called to order at 6:42pm.

## **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 October 18, 2022; by email to the city clerks of, East Orange, Irvington, and Orange, and the county superintendent of education on October 18, 2022 and by mail on October 18, 2022 to the city clerk of Newark; by posting notice on the school website; and by communicating same to the Board of Trustees.

#### ROLL CALL

Member	Present	Absent
Barkley, Ms.	V	
Barnett, Ms.	V	
Clarke-Avignant, Mrs.	V	
Daughtry, Ms.	V	
Ebanks, Ms.		$\sqrt{}$
Fox, Ms.		
Key, Mr.	V	
Marshall, Mr.	V	
Naar, Mr.		V

## IN ATTENDANCE: NON-VOTING STAFF/BOARD ATTORNEY

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

#### APPROVAL OF MINUTES

**Resolution #111422-01:** Be it Resolved that the Board of Trustees accepts and approves the minutes of the regular board meeting held on October 17, 2022.

Moved by Ms. Barkley

Second by Mrs. Clarke-Avignant

Discussion: None

Vote: Voice; passed with one abstention (Ms. Daughtry)

#### APPROVAL OF AGENDA

**Resolution #111422-02:** Be it Resolved that the Board of Trustees accepts and approves the agenda for the board meeting on November 14, 2022.

Moved by Ms. Daughtry Second by Ms. Barkley

Discussion: None

Vote: Voice; passed unanimously

#### **PRESENTATION**

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

#### **CLOSING OF PUBLIC COMMENT**

Seeing there were no members of the public wishing to speak, Mr. Marshall closed the public comment portion of this meeting.

#### ACKNOWLEDGMENT OF CORRESPONDENCE

None.

## **HEAD OF SCHOOL**

• Monthly School Update

## Approval of 1st grade curriculum

**Resolution #111422-03:** Be it Resolved that the Board of Trustees approves the attached 1<sup>st</sup> Grade curriculum and outline of resources, as recommended by the head of the school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## Approval of foreign language curriculum

**Resolution** #111422-04: Be it Resolved that the Board of Trustees approves the attached updated foreign language curriculum to include additional languages, as recommended by the head of the school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **Affirmation of HIB finding**

**Resolution #111422-05:** Be it Resolved that the Board of Trustees hereby affirms the Head of School's findings of HIB in HIB case#2022-2023-001, the results which were first reported to the Board of Trustees by the Head of School at the October 17, 2022, meeting. The Board of Trustees hereby directs the Head of School to transmit a copy of the Board of Trustees' decision to the affected students' parents.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of coaches**

**Resolution #111422-06:** Be it Resolved that the Board of Trustees approves the following coaches for the 2022-2023 basketball season, as recommended by the head of school.

Name	Responsibility	Stipend
Chris Kennedy	Boys Basketball Coach	\$1,000
Chris Kennedy	Girls Basketball Coach	\$1,000
James Clauberg	Boys Basketball Coach	\$1,000
James Clauberg	Girls Basketball Coach	\$1,000

Moved by Ms. Daughtry

Seconded by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of contract for literacy services**

**Resolution #111422-07:** Be it Resolved that the Board of Trustees approves the attached contract for literacy specialist consultants with Love of Literacy for the 2022-2023 school year, effective October 17, 2022, as recommended by the head of school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## Approval of new hires

**Resolution #111422-08:** Be it Resolved that the Board of Trustees approves the following additions to the Personnel List for the 2022-2023 school year, as recommended by the head of school.

Name	Position	Status	Salary
Lisa Snype	Temp Finance & Operations	P/T	\$35 per hour
	Coordinator, start date 11/14/22		_
Taheerah Demyers	Teacher, 10 months, start date	F/T	\$90,000/actual salary
-	11/21/22		\$74,769.23

Moved by Ms. Daughtry

Seconded by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of discipline rubrics**

**Resolution #111422-09:** Be it Resolved that the Board of Trustees approves the attached middle school and elementary school discipline rubrics for the 2022-2023 school year, as recommended by the head of school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of field trips**

**Resolution #111422-10:** Be it Resolved that the Board of Trustees approves the following field trips, as recommended by the head of school.

Grade	Trip	Date/Time	Location	Funded by	Transportation
K-	Mighty	Thursday, December 1,	59 Lincoln	N/A	Walk
Dominic	Writers	2022, 10:30am-11:45am	Park		
			Newark, NJ		
K- All	Newark	Tuesday, December 06,	5	LEP	Bus
Teams	Public	2022, 10am-2pm	Washington		
	Library		St, Newark,		
			NJ 07102		
1st Grade	Newark	Wednesday, December 07,	5	LEP	Bus
	Public	2022, 10am-2pm	Washington		
	Library		St, Newark,		
			NJ 07102		
K-	Mighty	Thursday, December 8,	59 Lincoln	N/A	Walk
Jennings	Writers	2022, 10:30am-11:45am	Park		
			Newark, NJ		
7 <sup>th</sup> /8 <sup>th</sup>	NJIT	Friday, December 16,	150 Bleeker	LEP	Bus
Grade	"What's It All	2022, 8:30am-1:45pm	St, Newark,		
Selected	About		NJ		
Students	Conference"				
K-	Mighty	Thursday, December 15,	59 Lincoln	N/A	Walk
Caldwell	Writers	2022, 10:30am-11:45am	Park		
			Newark, NJ		

Moved by Ms. Daughtry

Seconded by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll call; passed unanimously

## Approval of payment of stipends, bootcamp

**Resolution** #111422-11: Be it Resolved that the Board of Trustees approves stipends as follows for participation in the 2022 August Bootcamp, as recommended by the head of the school.

Name	Responsibility	Stipend Amount	Number of Days
Shantaya Lewis	Boot Camp	\$150 a day	2 Days
Brianna Hinds	Boot Camp	\$150 a day	2 Days
Isabella Meliado	Boot Camp	\$150 a day	2 Days
Jessica Bloom	Boot Camp	\$150 a day	2 Days
Roseadra Davis	Boot Camp	\$150 a day	2 Days
Jeanette Rios	Boot Camp	\$150 a day	2 Days
Amanda Ryan	Boot Camp	\$150 a day	2 Days
LiaRose Chacon	Boot Camp	\$150 a day	2 Days
Annie Gunther	Boot Camp	\$150 a day	2 Days
Jennifer Kutch	Boot Camp/Science	\$150 a day	2 Days
Errol LaGuerre	Boot Camp/Science	\$150 a day	2 Days
Natasha Valentine	Boot Camp/Science	\$150 a day	2 Days
Claire Snyder	Boot Camp/ELA	\$150 a day	2 Days
Jamsine Seegers	Boot Camp/ELA	\$150 a day	2 Days
Victoria Windapo	Boot Camp/ELA	\$150 a day	2 Days
Kaileen Grisham	Boot Camp/ELA	\$150 a day	2 Days
Rosa Martinez	Boot Camp/Math	\$150 a day	2 Days
Jeffery Locklear	Boot Camp/Math	\$150 a day	2 Days
James Clauberg	Boot Camp/Math	\$150 a day	2 Days
Kelly Start	Boot Camp/Social Studies	\$150 a day	2 Days
Katie Schuster	Boot Camp/Social Studies	\$150 a day	2 Days

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of Occupational Therapy contracts**

**Resolution #111422-12:** Be it Resolved that the Board of Trustees approves the attached contracts with United Therapy Solutions and Jump Ahead Pediatrics for Occupational Therapy for the 2022-2023 school year, as recommended by the head of the school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **Approval of updated enrollment charts**

**Resolution** #111422-13: Be it Resolved that the Board of Trustees approves resubmitting the 2022 Charter Renewal Application to the NJDOE Office of Charter and Renaissance School with the attached updated enrollment charts and budget, as recommended by the head of the school.

Moved by Ms. Daughtry

Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## Approval of stipend

**Resolution** #111422-14: Be it Resolved that the Board of Trustees approves a stipend of \$2,500 for Christine Lynskey as Special Education Coordinator for the 2022-2023 school year, as recommended by the head of the school.

Moved by Ms. Daughtry

Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## Approval of leave

**Resolution #111422-15:** Be it Resolved that the Board of Trustees approves an unpaid leave of absence on NJ State Disability with benefits for Employee 133, effective November 16, 2022, as recommended by the head of school.

Moved by Ms. Daughtry

Seconded by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll call; passed unanimously

## **Education Committee**

• Committee Report

## **Governance Committee**

• Committee Report

#### Approval of the second reading and adoption of the policy revision

**Resolution #111422-16:** Be it Resolved that the Board of Trustees approves the second reading and adoption of the revision of the following policy, as recommended by the Governance Committee:

P 0155 Board Committees

Moved by Ms. Barkley

Seconded by Ms. Daughtry

Discussion: None

Vote: Roll call; passed unanimously

## **Finance Committee**

• Committee Report

## **Approval of financial reports**

**Resolution #111422-17:** Be it Resolved that the Board of Trustees accepts and approves the Board Secretary Report and the Treasurer's Report for the month ending October 31, 2022, as recommended by the school business administrator.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## Approval of bills for payment

**Resolution #111422-18:** Be it Resolved that the Board of Trustees approves for payment the bills for goods and services provided to Link Community Charter School as listed in the attached Bill List, as recommended by the school business administrator.

Moved by Ms. Daughtry

Seconded by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll call; passed unanimously

#### **OLD BUSINESS**

## **EXECUTIVE SESSION (Resolution#111422-19)**

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

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

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

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

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

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

The board moved to Executive Session at 8:52pm.

The board returned to the regular meeting at 9:16pm

## **Approval of settlement agreement**

**Resolution #111422-20:** Be it Resolved that the Board of Trustees approves the execution of the General Release and Settlement Agreement in regard to local student #10743, as recommended by the head of school.

Moved by Ms. Daughtry Seconded by Ms. Barkley

Discussion: None

Vote: Roll call; passed unanimously

## **NEW BUSINESS**

Mrs. Paradiso mentioned the need for a special meeting regarding the audit.

## **ANNOUNCEMENTS**

The next regular board meeting is December 12, 2022.

## **MOTION TO ADJOURN**

Moved by Ms. Daughtry Seconded by Ms. Barkley

Vote: Voice; passed unanimously The meeting was adjourned at 9:26 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: November 15, 2022

Approved by the Link Community Charter School Board of Trustees: December 12, 2022

# Harassment, Intimidation and Bullying ("HIB") Training

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This presentation is for informational and discussion purposes only. Nothing herein should be construed as legal advice. Specific facts and circumstances can significantly impact the analysis of law and decisions outlined herein. Consultation with the school's attorney is recommended.

# Anti-Bullying Bill of Rights Act

According to numerous studies conducted over the course of the last decade, school bullying is a chronic problem. Most significantly, it has been proven that victims of school bullying are more susceptible to also becoming victims of severe depression and **suicide**.



# Anti-Bullying Bill of Rights Act

As a direct result of these serious conditions, the New Jersey legislature enacted what is known as the "Anti-Bullying Bill of Rights Act" in January of 2011.

The intent is primarily to strengthen the standards and procedures for preventing, reporting, investigating, and responding to incidents of harassment, intimidation, and bullying of students that occur in school and off school premises.

# 2018 Changes

Effective July 1, 2018, new regulations governing the Anti-Bullying Bill of Rights went into effect.

On January 10, 2022, Governor Murphy signed into law Mallory's Law amending the Anti-Bullying Bill of Rights Act ("ABRA").

The amended cyber-harassment crime provision went into effect immediately, all other provisions went into effect in July 2022.

## Provisions revised:

- Parental rights and responsibilities
- District protocols and reporting obligations
- Potential responses to acts of HIB
- Creates new State-level position of School Climate State Coordinator within NJ DOE to serve as a resource to parents, students, and educators.

## **Civil Liability**

- Pursuant to the cyber-harassment statute, N.J.S.A. 2C:33-4.1, the court may order a parent / guardian of a minor under the age of 16 who has been adjudicated delinquent of cyber-harassment to attend classes or training with the minor.
- Failure to comply with these conditions results in a disorderly persons' offense and the imposition of a fine.
- The 2022 ABRA revisions increased the monetary penalty against the parent / guardian for failure to comply with the class or training program as follows:
  - \$25 fine for a first offense is increased to \$100
  - \$100 fine for each subsequent offense is increased to \$500
- In addition, civil liability may be imposed on a parent / guardian who demonstrates a willful or wanton disregard in the exercise of the supervision and control of a minor adjudicated delinquent of cyber-harassment or harassment.

## If HIB Policy permits Preliminary Determination:

- The principal must report in writing to the Head of School if a preliminary determination is made under the School's policy that the reported incident or complaint is a report outside the scope of the definition of HIB.
- If the Head of School determines that an investigation is necessary, the Head of School may require the principal to conduct an investigation.
- The Head of School must notify the principal of this determination in writing.
- An investigation into a violation or complaint of HIB must be completed as soon as possible, but not later than 10 school days from the date of the written report of the incident of HIB, or from the date the principal receives written notification from the Head of School directing the principal to initiate an investigation into an incident preliminarily determined to be outside the scope of the definition of HIB.
- The Head of School's annual report to the Board must also include the number of reports that were determined, pursuant to the School's preliminary determination process, not to meet the statutory definition of HIB.
  - NJ DOE shall review data as part of state monitoring process.

## Consequences

- The School's HIB policy must include consequences and remedial actions for a person who commits an act of HIB.
- Consequences for a student who commits an act of HIB may include:
  - 1<sup>st</sup> and 2<sup>nd</sup> offense of HIB:
    - the results of the investigation must be placed in the student's record, and
    - the student may be subject to remedial actions, including counseling or behavioral intervention services, or discipline, or both, as determined by the principal in consultation with appropriate school staff.
  - o 3<sup>rd</sup> and each subsequent offense of HIB:
    - Same as 1<sup>st</sup> and 2<sup>nd</sup> offense of HIB, and
    - Principal, in consultation with appropriate school staff, <u>must</u> develop an individual student intervention plan which must be approved by the Head of School
    - May require the student, accompanied by a parent or guardian, to complete a class / training program to reduce HIB behavior.

## Law Enforcement

• The Head of School and principal <u>must</u> 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.

## **Written Records**

- When an act of HIB is reported to the principal, then the principal <u>must</u> now keep a written record of the date, time, and manner of notification to the parents/guardians.
- The written report that is required to be provided to the principal within 2 school days of when a school employee or contracted service provider witnessed or received reliable information that a student had been subject to HIB, must be on a numbered form developed by the NJ DOE.
- The principal is responsible for promptly submitting a copy of the form to the Head of School even if a preliminary determination is made not to do HIB investigation.
  - The form must be kept on file at the school but 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.
  - If a hearing is requested by a parent/guardian, a redacted copy of the form that removes all student identification information must be confidentially shared with the Board after the conclusion of the investigation.
  - Must make forms available for online submission as part of anonymous reporting.

## **Head of School May Seek Additional Information**

 The Head of School may seek further information following receipt of the results of an investigation.

## Website

- HIB policy must include a requirement that a district and each school in the district with a website post on its homepage the current version of the document - Guidance for Parents on the Anti-Bullying Bill of Rights Act, developed by the NJ DOE.
- The contact information for the School Climate State Coordinator must be posted on its website at the same location it makes its HIB policy available.

# Our Anti-Bullying Policy

HIB Policy 5512 is available on the School website under the "About" tab then the "Harassment, Intimidation and Bullying (HIB)" tab, as well as under the "About" tab then the "Board Policies" tab.

# **Anti-Bullying Coordinator**

- Appointed by the Head of School.
- Assists Anti-Bullying Specialist and School Safety Team.
- Collaborates with Anti-Bullying Specialist, the Board, and the Head of School.
- Makes suggestions to strengthen the school's policies to prevent, identify and address bullying.
- Provides data, in collaboration with the Head of School, to the State DOE.
- Performs other related duties.

# Anti-Bullying Specialist

Leads the investigation of reported incidents of HIB.

Acts as the primary school official responsible for prevention, identifying, and addressing incidents of HIB in the school.

# N.J.S.A. 18A:37-14

## "Harassment, intimidation or bullying" means

- Any gesture, written, verbal or physical act, or any electronic communication
- Single or series of incidents
- Reasonably perceived as motivated by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a <u>mental</u>, <u>physical or sensory disability</u>, or by any other distinguishing characteristic
- AND: takes place on school property, school-sponsored function, on a school bus, or off school grounds that substantially disrupts or interferes with the orderly operation of school or student rights; AND
  - Reasonable person should know effectively harms or causes reasonable fear of harm to Target's person or property; OR
  - Effectively insults or demeans any student or students; OR
  - Creates hostile educational environment by interfering with the student's education or by severely or pervasively causing physical or emotional harm to student

# N.J.S.A. 18A:37-14

"Harassment, intimidation or bullying" means any gesture, any written, verbal or physical act, or any electronic communication .....

Whether it be a single incident or a series of incidents,

that is <u>reasonably perceived</u> as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a <u>mental, physical or sensory disability</u>, or by any other distinguishing characteristic . .....

# "Other Distinguishing Characteristic"

New kid

Socio-economic status

Quiet

Vegetarianism

Poor athletic ability

Academic stereotype - artsy, boy; scientific, girl

Height/Weight

Hair Color/Style

Accent/Lisp/Stutter

AND: that takes place on school property at any school-sponsored function, on a school bus, or off school grounds . . .

AND: that <u>substantially disrupts or interferes with</u> the orderly operation of the school or the rights of other students and that:

- **a.** a reasonable person should know, under the circumstances, will have the effect of .... placing a student in reasonable fear of harm to his person or damage to his property.....
- **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.

# Power Imbalance Statement

 Pursuant to regulations effective July 1, 2018, the HIB policy must include a statement that bullying is unwanted aggressive behavior that may involve a real or received power imbalance.

 The Board has included in Policy 5512 that "Bullying is unwanted, aggressive behavior that may involve a real or perceived power imbalance."

# What is HIB?

Student's intentions (joking, etc.) are not controlling

The *effect on the victim* is what matters!

Includes bullying by staff or others.

# Bullying can be...

## **Direct**

- Hitting
- Name-calling
- Teasing
- Texting
- Online abuse

## **Indirect**

- Social Exclusion
- Spreading Rumors
- Texting others
- Altering a website

# Four General Types of Bullying

**Verbal** – Includes taunting, name calling, malicious teasing or making threats.

**Psychological** – Includes spreading rumors, purposefully excluding people from activities, breaking up friendships.

**Physical** – Includes hitting, punching, shoving, spitting or taking personal belongings.

**Cyberbullying** - Includes using the Internet, cell phone or other digital technology to harm others.

# "Cyber-bullying"

By including the phrase "or any electronic communication" in the above definition, the Anti-Bullying Bill of Rights also protects students from Cyber-Bullying, including information exchanged via **email, text messages**, and/or Facebook or other on-line social networks.

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

# **Conduct OFF School Grounds**

Examples of actionable conduct that could occur off school grounds:

A student at home sends a text message to a classmate, threatening him and victim is afraid to attend school.

Sexual-orientation based comments posted on Facebook and directed at one student, resulting in that student becoming withdrawn, skipping school or failing classes.

# Bullying vs. Conflict

Not all instances of unkind or insensitive behavior is HIB.

Conflict is a mutually competitive or opposing action or engagement, including a disagreement, an argument or a fight which is a normal part of human development.

 During a conflict, name-calling, threats, and other conduct that might look like bullying can occur.

Bullying is primarily one-sided, where one or more students are victims of one or more person's aggression.

# Procedure for Reporting

#### School Day 1 –

All acts of HIB must be reported verbally to the principal on the same day when the school employee or contracted service provider witnessed or received reliable information regarding an incident.

Principal must inform parents/guardians of all students involved.

 Pursuant to the 2022 ABRA revisions, the School must keep a written record of date, time and manner whenever the School notifies parents/guardians about alleged HIB incident.

## **Communications With Parents**

The regulations effective July 1, 2018 require the School to take into account the circumstances of the incident when communicating with parents in order to protect students.

The regulations do not define how the School is to do this.

The language was developed in response to concerns related to revealing student sexual orientation or gender identity/expression.

# Procedure for Reporting

#### School Day 1 -

- Pursuant to regulations effective July 1, 2018, the Board has granted the principal discretion to determine whether or not an incident constitutes a reported HIB, thus initiating the investigation process.
  - Principal must assume the allegations are true when determining whether or not to investigate.
  - Parents are permitted to appeal the principal's decision not to initiate an investigation to the Board.

## Initiation of HIB Investigation

Since the School's HIB Policy permits Preliminary Determination, then under the 2022 ABRA revisions:

- The principal must report to the Head of School if a preliminary determination is made under the School's policy that the reported incident or complaint is a report outside the scope of the definition of HIB.
- If the Head of School determines that an investigation is necessary, the Head of School may require the principal to conduct an investigation.
- The Head of School must notify the principal of this determination in writing.

#### School Day 2 -

Principal must initiate investigation by Anti-Bullying Specialist within one school day of report.

May appoint others to assist.

Written report to Principal to be made within 2 days by employee or contracted service provider who witnessed or received reliable information of a potential student HIB incident.

#### **Pursuant to 2022 ABRA revisions:**

The written report shall be filed on numbered forms developed by NJDOE.

Form submitted promptly by Principal to Head of School *even if* preliminary determination made not to do HIB investigation.

Investigation must be completed ASAP but no later than 10 school days from the time of the written report, <u>or</u> from the date the Principal receives written notification from Head of School directing Principal to initiate investigation into an incident preliminarily determined outside HIB.

• If information is missing at the end of 10 days, a report must still be prepared and amended after that information becomes available.

## Investigation Findings

If it is determined that the incident did not meet the criteria for HIB as defined by N.J.S.A. 18A:37-14,

#### **BUT**

 the child's actions constituted a violation of Student Code of Conduct,

#### Then

- disciplinary actions or remedial measures take place as determined by the Principal or Head of School.
- Just because it isn't determined to be HIB does not mean the school is unable to respond or take action.

Head of School receives reported results two school days from investigation's completion.

**Next Board Meeting** – Head of School to report to the Board.

Within 5 school days of Board Meeting - School must provide "information about the investigation" to Parents / guardians of "students who are parties to the investigation" about investigation and findings, including:

- Nature of investigation
- Whether evidence of HIB was found (i.e., HIB or not HIB)
- Whether discipline was imposed (i.e., yes or no)
- Services provided to address the HIB (i.e. yes or no)

#### **Report to Parents-**

When providing parents with "information about the investigation" the School must not reveal personally identifying information regarding other students involved in the incident, including witnesses:

- Only provide parents with information regarding <u>their</u> student.
- May tell parent whether discipline was imposed on offender, but not nature of discipline.
- Do not reveal identifying characteristics of other students in letter to parents.
- Do not reveal a student's special education status to parents if discussing matter telephonically.

## **Board Member Duties...**

#### **Board Hearing**

- After receipt of report, honor parent or guardian requests for a hearing within 10 days of request.
  - •Effective July 1, 2018, parents are required to request a hearing within 60 days after receipt of the outcome of the investigation.
- •Hearing is conducted in Executive Session to protect confidentiality of students.

## **Board Member Duties...**

#### **Board Hearing**

- Board may hear from school Anti-Bullying Specialist and others, as appropriate, about the incident, recommendations for discipline or services, or programs instituted.
- Board issues a written decision affirming, rejecting, or modifying Head of School's decision at the next meeting following its receipt of the Head of School's report on the results of the investigations or following the hearing.

## Parents Rights to Appeal

- The Board's decision may be appealed to the Commissioner of Education within 90 days of the Board's decision.
- Parents may also file a complaint with the New Jersey Division of Civil Rights within 180 days of alleged incident based on membership in a protected group.
- Parents may also file a complaint in civil court.
- •Executive County Superintendent shall investigate a complaint of a violation by a school district when the complaint is not adequately addressed on the local level.

## Reprisal or Retaliation Prohibited

Engaging in reprisal, retaliation or false accusation against a victim, witness, one with reliable information, or any other person who has reliable information about an act of HIB or who reports an act of HIB is prohibited.

All suspected acts of reprisal or retaliation will be taken seriously and appropriate responses (consequences and/or remedial actions) will be made.

## Students With Disabilities

Pursuant to regulations effective July 1, 2018, when considering remedial actions for a student who commits an act of HIB to consider the nature of the student's disability.

Requires Approved Private Schools for Students with Disabilities ("APSSD") to consult with sending district's IEP team as appropriate when considering remediate actions and consider role of I&RS.

# School Safety/Climate Team

Pursuant to regulations effective July 1, 2018, the "School Safety Team" is revised to the "School Safety/Climate Team".

#### Clarifies:

Parent on the School Safety/Climate Team shall not receive confidential student information, and

Other team members who are not authorized to access student records shall be on the team only in regard to general school climate issues.

J.M.C. o/b/o A.C. v. Board of Education of the Township of East Brunswick, EDU 4144-12 Initial Decision (November 27, 2012), aff'd Commissioner (January 9, 2013)

HIB confirmed.

Sixth grade student insulted and demeaned a fellow classmate in gym class by saying that he "danced like a girl" and called him "gay."

Comments pertained to student's gender and sexual orientation were verbal acts motivated by distinguishing characteristics and substantially interfered with the rights of another student.

Student was given a three-day detention, consistent with the student's age and the fact that this was a first offense under the code of student conduct.

W.C.L. and A.L. ex rel L.L. v. Tenafly Bd. of Educ, EDU 3223-12, Initial Decision (November 26, 2012), adopted Commissioner (decided January 10, 2013)

Fourth grade student told other students that another student dyed her hair because she had head lice.

The student with lice was offended and embarrassed (substantial harm).

The board found HIB.

The aggressor's parents sued, but the board prevailed because the parents failed to show that the board's actions were arbitrary, capricious, or unreasonable.

L.B.T. o/b/o K.T. v. Board of Education of the Freehold Regional School Districted T894-12, Initial Decision (January 2013), aff'd Commissioner (March 7, 2013)

Incidents between two swim team members at swim team competitions, swim team parties and events.

Board investigated the matter and determined that no HIB occurred.

• Disagreement reflected a dispute between the girls regarding their respective roles on the swim team and was more of a personal vendetta; no acts of HIB as defined in the law occurred.

Commissioner Affirmed.

J.A.H. o/b/o C.H. v. Board of Education of the Township of Pittsgrove EDU 10826-12, Initial Decision (March 11, 2013), aff'd Commissioner (April 25, 2013)

Board of education found that shoving a crumbled piece of paper down another student's sweatshirt was designed to antagonize the victim, disturbing the educational environment.

ALJ and Commissioner overturned the board's decision.

No distinguishing characteristic found.

Part of an ongoing unresolved conflict between the two students.

Element of "mutually" involved.

G.H. & E.H. ex rel. K.H. v. Bd. of Educ. of the Bor. of Franklin Lakes, EDU 13204-13, Initial Decision (February 24, 2014), adopted, Comm'r (April 10, 2014)

White student referred to a black student as "Kool-Aid".

Board found same to constitute an act of HIB.

Commissioner found that the board's actions were not arbitrary, capricious, or unreasonable.

The use of the word "Kool-Aid" was found to be directed at a fellow student because of his race, thereby insulting and demeaning him and interfered with the student's education.

T.R. &T.R.o/b/o E.R. v. Bridgewater-Raritan Bd. of Educ., EDU 10208-13, Initial Decision (September 25, 2014), adopted, Comm'r (November 10, 2014)

Male student attempted to sit on the lap of a female student while riding the school bus.

 Actions included comments of a sexual nature, including text messages asking the female student to "make out" with him and to strip.

Board determined that the actions did not constitute HIB.

The Commissioner found that the board's findings of no incident of HIB was arbitrary, capricious, and unreasonable.

The Commissioner determined that a male student's words and actions towards a female student did meet all the necessary components of the definition of HIB under N.J.S.A. 18A:37-14.

The Commissioner found that the board "disregarded the facts and misapplied" the Anti-Bullying Act.

S.C. o/b/o K.C. v. Bd. of Ed. of the Twp. of Montgomery, EDU 18290-15, Initial Decision (June 29, 2016) aff'd Commissioner (August 11, 2016).

Commissioner and ALJ agreed that board did not act in an arbitrary, capricious or unreasonable manner.

Board determined that comments made among three female students at lunch constituted an act of HIB.

Students made verbal comments that the victim was anorexic because her eating habits had changed, took the victim's iPOD, and texted a boy she was dating that she was anorexic.

The victim reported that she was placed in an awkward position of having to explain the message to her boyfriend, felt hurt, and cried in the bathroom (substantial harm).

The comments were reasonably perceived to be motivated by a distinguishing characteristic, a perceived eating disorder, anorexia, which substantially interfered with the victim's rights and had the effect of insulting or demeaning her.

<u>D.K. o/b/o D.K. v. Bd of Ed. of the Twp of Readington</u>, EDU 07682-15, Initial Decision (October 6, 2016) <u>aff'd with modification</u> Commissioner (November 16, 2016).

Commissioner and ALJ determined that Board did not act in an arbitrary and capricious manner when it determined that student was not a victim of HIB.

This case involved an incident when the alleged victim was a seventh grade student.

A student "joked" to the alleged victim, who was wearing a yellow shirt, saying "you're already yellow, you're Asian."

The comment was motivated by race and color, occurring on school property, and, whether intentional or unintentional, had the effect of insulting or demeaning the alleged victim.

However, the comment did not substantially disrupt or interfere with the orderly operations of the school or the rights of other students because the alleged victim's response was the following: "fortunately, this was not problematic for my learning experience, but it ticked me off at the time."

C.K. and M.K. o/b/o M.K. v. Bd. of Ed. of the Twp. of Voorhees EDU 20510-10 Initial Decision, adopted as modified, Commissioner (March 23, 2017)

- Board of education's determination that special education student's action of reaching under a partition separating two bathroom stalls in the girl's restroom, grabbing another student's leg and asking for a "high five" did not constitute an act of HIB.
- However, board failed to conduct a timely hearing within 10 days of request and initially failed to timely investigate the matter.
- The initial failure to investigate was the result of the board's misapplication of the principal's discretion.
- Board's HIB policy did not provide for principal's discretion to investigate.
- Corrective action was ordered as an appropriate remedy. No remand necessary as outcome would remain the same.

S.A. and C.A. v. Moorestown BOE EDU 09703-16 Initial Decision (January 24, 2018), adopted Commissioner (April 23, 2018)

- 6<sup>th</sup> grade student alleged HIB against her special education teacher.
- Allegations included that the teacher took papers from the student to check her work during class and asked to see the student after class to give her special study guides.
- Student had ADHD and her IEP required that she receive in class support, including the teacher to check her work during class.
- There was nothing to show that the teacher's actions were motivated by the student's disability or status as special education student.
- No distinguishing characteristic was found.

R.P. o/b/o Minor Child A.P. v. Bd. of Ed. of the Township of Hamilton, Atlantic County EDU 09436-17 Initial Decision (February 13, 2018), concurred Commissioner (March 29, 2018)

- 4<sup>th</sup> grade male student on multiple occasions during the school year made comments and gestures in front of 10 year old female student including:
  - Saying "F-you"
  - Made hand gestures which denoted "oral sex"
  - Would hold the front of his pants and refer to his genital area as "bananas"
  - Would waive his middle finger and make faces
- Male student found guilty of sexual harassment, a form of HIB.
- Actions were reasonably perceived to be motivated by the victim's gender and conduct had emotional impact on victim.

C.P. o/b/o Minor Child L.P. v. Bd. of Ed. of the Township of Warren EDU 13907-16 Initial Decision (January 16, 2018), affirmed Commissioner (February 16, 2018)

- Student alleged HIB against language arts teacher and guidance counselor.
- The incidents included a conversation regarding the student's grade in front of the class and that "the teacher should be encouraging" and a belief that the language arts teacher had "aggression towards her" creating a situation where she "dreaded school".
- Commissioner agreed with ALJ that actions complained of were that of an interaction involving a student, teacher, and guidance counselor and not acts of HIB.
- There was no distinguishing characteristic. No evidence presented that actions were motived by the fact that the student had an IEP.

J.L. v. Bridgewater-Raritan Regional School District, Unpublished Opinion, 2018 N.J. Super. Unpub. Lexis 2272 (October 16, 2018)

Appellate Division determined that the District violated the parents' rights.

Directed the Board to provide the parents with a full record of the HIB allegations including the following:

- 1. Underlying investigative report
- 2. Any additional written reports or summaries
- 3. Letter from the victim's parents to the Superintendent

M.S. and N.S. o/b/o J.S. v. Bd. Of Ed. of Twp. of Hainesport EDU 08878-16, Initial Decision (March 28. 2019) adopted by Commissioner (June 18, 2019)

The Commissioner agreed with ALJ that Board's finding of HIB was not arbitrary, capricious or unreasonable.

While conduct was part of a long-standing and ongoing conflict, the female student told the male victim in front of members of his class, that he was weak, a weakling, commented on his athletic ability, and told the victim that "you can't catch, you suck."

Comments were motivated by the distinguishing characteristic of being weak, were demeaning and caused embarrassment to the victim.

<u>Tamaika DeFalco v. Bd. Of Ed. of Twp. of Hamilton</u> EDU 2365-18, Initial Decision (June 25, 2019, Commissioner concurs and adopts, (July 26, 2019)

The Commissioner concurred with ALJ's determination that the teacher's allegations were without merit.

Board determination that teacher committed an act of HIB when she, in the presence of other students, directed a classified student to visit the child study team, caseworker, guidance office or In-School Alternative Program if student were unable or unwilling to work in class was not arbitrary, capricious or unreasonable.

Statements pointed out the classified student's mental or sensory disability, placed the student in reasonable fear of emotional harm, insulted and demeaned him and created a hostile educational environment.

C.S. o/b/o minor child J.S. v. Board of Education of the Township of Lacey EDU 03693-15, Initial Decision (September 5, 2019)
Commissioner concurs and adopts, (October 16, 2019)

Commissioner concurred with ALJ determination that alleged conduct—plugging her ears and making gestures about needing earplugs while another student was singing a solo in music class — did not meet the statutory definition of HIB.

Alleged conduct appears to stem from the students' past relationship and was not motivated by any actual or perceived distinguishing characteristic.

Janan Wehbeh v. Bd. of Ed. of the Twshp of Verona EDU 10981-18, Initial Decision (December 24, 2019), Commissioner remanded to OAL (February 4, 2020)

Board affirmed the results of HIB.

HIB investigation determined that tenured chemistry teacher committed an **unintentional act** of HIB stemming from a conversation the teacher had with the student to discuss the student's desire to enroll in AP chemistry.

Teacher's recommendation was that the student not enroll in the course but left the decision up to the student. Teacher discouraged the student due to degree of difficulty and student's prior performance in teacher's honors chemistry class.

Student diagnosed with anxiety and panic disorders and has 504 plan.

ALJ granted teacher's summary decision on the basis that in order to establish HIB, the actor's intent to harm must be demonstrated. Commissioner disagreed stating that a HIB can occur when the victim reasonably perceives an action was motivated by a desire to do harm. Remanded due to several disputed material facts.

J.P. o/b/o D.P. v. Bd. of Ed. of the Gloucester County VoTech School District, EDU 15220-18, Initial Decision (February 5, 2020), Commissioner reversed (March 13, 2020)

Commissioner held that the Board did not act arbitrary, capricious, or unreasonable.

Board determined that student committed an act of HIB when he called another student "gay". Student admitted to calling the other student "gay" but stated he used the term jokingly and did not intend it in a demeaning way.

Commissioner found sufficient credible evidence to support the Board's decision that commenting on or misstating another student's sexual orientation could reasonably be perceived as being motivated by that characteristic. The comments substantially disrupted the other student's education and were insulting and demeaning.

A board of education can find an individual committed an act of HIB even if the individual did not intend to cause harm.

<u>Dickerson v. Wallkill Valley Regional Bd. of Ed</u>, U.S. District Ct. N.J., June 1, 2020

Board's motion to dismiss was denied.

Allegations that the Board and principal/superintendent violated NJLAD, US Civil Right Act, and NJ Civil Rights Act.

Student was the only black basketball player during the game. Family alleged the crowd made monkey sounds, shouted the word monkey, and shouted the "n" word. Student's father reacted and was ejected from the game.

Student allegedly suffered psychological distress, PTSD, anxiety, and depression.

Court found that principal/superintendent's failure to respond to fans and eject the student's father "was so unreasonable that one may infer that he acted with deliberate indifference".

L.K. v. Mansfield Board of Education, 2020 N.J. Super. Unpub. LEXIS 082 (November 2, 2020)

Appellate Division found that the statutory and regulatory framework for adjudicating HIB allegations satisfy the constitutional due process requirements.

Appellate Division held that student accused of HIB is not entitled to the same due process protections as a student facing long-term suspension, such as pre-hearing notice of the specific testimony, charges against the student, and the right to confront and cross-examine witnesses at a school board hearing.

Appellate Division recognized that where HIB conduct warrants long term suspension, then student entitled to those procedural rights.

Melanie Sohl v. Bd. of Ed. of the Town of Boonton Initial Decision EDU 05070-20 (February 24, 2021), Commissioner (May 18, 2021)

Tenured teacher allegedly repeatedly made comments to overweight student suggesting cupcakes or other snacks would make him move faster.

Student was upset and embarrassed.

Board concluded teacher committed a HIB and required to attend sensitivity training and received letter of reprimand.

Commissioner found that the Teacher was not entitled to a trial-type adversarial hearing with the opportunity to cross-examine witnesses.

### Mahanoy Area Sch. Dist. V. B.L, 141 S.Ct. 20138 (June 23, 2021)

Cheerleader who failed to make the varsity team posted a picture on Snapchat of her raising her middle finger and captioned "F\*\*\*school" and "f\*\*\*cheer".

Post circulated among her "friends". Someone then screenshot the post which was then seen by the cheerleading coach who removed her from the team. The student challenged the discipline. School upheld. Student sued claiming the discipline violated her First Amendment rights.

Supreme Court affirmed Third Circuit's finding that the student's rights were violated. However, Supreme Court did not agree with the Third Circuit's reasoning that the *Tinker* substantial disruption standard does not apply to off-campus speech.

Supreme Court noted that some types of off-campus behavior may call for school regulation, such as, severe bullying or harassment of others, threats, and failure to follow district rules regarding lessons, writing papers, use of computers, participation in other school activities, and breaches of security devices including material maintained within school computers.

Supreme Court did not provide bright-line test for off-campus speech protected from discipline. Stated its decision was based on facts of this case. Each situation to be determined on a case-by-case basis.

R.H. and M.H. o/b/o A.H. v. Bd. of Ed. of the Borough of Sayreville, EDU 09435-17(June 24, 2021), Commissioner concurred (September 23, 2021)

Two HIB determinations appealed:

- (1) Student committed HIB when she created social media post depicting a friend with a mud mask on her face with the caption, "When he says he's only into black girls"; and
- (2) Student not a victim of HIB where student alleged others called her a racist.

ALJ affirmed both Board decisions and Commissioner concurred.

Threshold requirement is the conduct is reasonably perceived as motivated by an actual or perceived characteristic and the conduct substantially disrupts or interferes with rights of other students or orderly operation of the school.

Reasonable person should have known it would have the effect of insulting African American students, and caused substantial disruption.

R.H. and M.H. o/b/o A.H. v. Bd. of Ed. of the Borough of Sayreville, EDU 09435-17(June 24, 2021), Commissioner concurred (September 23, 2021)

#### Distinct from Mahanoy:

- 1. Social medial post created substantial disruption:
  - Consisted of short 5 to 10 minutes discussion in Algebra class BUT
  - Resulted in students becoming very upset and emotional
  - Created potential for altercations that principal had to monitor lunch hour for weeks to ensure student safety and curtail effects of students talking about post in school
  - Post on platform seen by many Sayreville middle school students, thus, bringing it into school
- 2. Speech involved racist photograph and remark which reasonable person would perceive as offensive to black students.

Claim that classmates bullied student and called her a racist was not supported by any evidence.

W.H. o/b/o Z.A. v. Beverly Bd. of Ed, EDU 08075-19 (July 30, 2021), Commissioner concurred (October 21, 2021)

Parent appealed a Board decision that her 5<sup>th</sup> grader was not a victim of HIB.

Parent alleged students said mean things about her son after his absences from school caused them to lose an attendance contest and miss out on a pizza party.

Commissioner concurred with the ALJ that the Board did not act in an arbitrary, capricious, or unreasonable manner in rendering its HIB determination as the alleged actions were not motived by a distinguishing characteristic.

# Questions



### **New Jersey State Assessment Performance: NJSLA 2022**

	Table 1. 2021-22 NJ State Assessment Results % Proficiency Level of 4 or 5											
Cuadaa	L	ink	Ne	wark	wark Orange		East Orange		Irvington		NJ	
Grades	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
5 <sup>th</sup>	39.2	5.9										
6 <sup>th</sup>	38.0	6.3										
7 <sup>th</sup>	59.5	15.9		·		•						
8 <sup>th</sup>	44.3	7.6				•						

	Table 2. 2021-22 NJ State Assessment Results % Proficiency Level of 3, 4 or 5											
Cuadaa	L	ink	Ne	wark	Or	ange	East	Orange	Irvington		NJ	
Grades	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
5 <sup>th</sup>	64.7	29.4										
6 <sup>th</sup>	51.0	36.7										
7 <sup>th</sup>	78.0	51.2										
8 <sup>th</sup>	82.3	27.8										

	Table 3. 2018-19 NJ State Assessment Results % Proficiency Level of 4 or 5											
Link Newark Orange East Orange Irvington NJ							NJ					
Grades	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
5 <sup>th</sup>	58.5	34.6	32.3	23.9	38.7	25.9	46.4	18.8	28.9	13	57.9	46.8
6 <sup>th</sup>	54.0	23.0	35.4	21.1	45.3	25.1	41.7	11.5	26.0	12.8	56.1	40.6
7 <sup>th</sup>	68.9	34.7	43.9	25.4	52.5	27.7	44.9	15.3	34.1	12.4	62.8	42.1
8 <sup>th</sup>	66.7	29.2	43.5	25.5	45.5	24.4	41.6	12	31.9	3.6	62.9	29.3

	Table 4. 2017-18 NJ State Assessment Results % Proficiency Level of 4 or 5											
Crados	Link Newark Orange East Orange Irvington NJ								NJ			
Grades	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
5 <sup>th</sup>	52.1	42.9	35.1	26.5	31.7	21.5	48.3	24.6	26.9	13.4	58.0	48.9
6 <sup>th</sup>	45.8	27.8	33.8	23.2	38.4	22.2	38.9	19	22.7	12.6	56.2	43.5
7 <sup>th</sup>	62.3	22.9	39.3	25	55.9	26.6	42.2	11.8	37.2	15.3	62.7	43.4
8 <sup>th</sup>	62.3	20.3	37.2	22.2	34.6	11	44.3	14.3	32.5	8.6	60.3	28.2

	Table 5. 2016-17 NJ State Assessment Results  % Proficiency Level of 4 or 5											
Link Newark Orange East Orange Irvington NJ								۱۱				
Grades	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
5 <sup>th</sup>	54.2	36.1	35.8	23.6	30.7	17.8	47.4	24.5	24.3	8.4	58.9	46.2
6 <sup>th</sup>	51.4	26.4	30.7	26.3	36.9	17.7	29.6	14.6	21.5	9.5	53.3	43.6
7 <sup>th</sup>	62.0	14.1	35.6	20.0	37.2	16.9	40.7	12.5	28.8	12.6	59.2	39.6
8 <sup>th</sup>	61.3	33.9	37.3	24.9	35.9	9.4	31.9	12.1	27.4	8	59.1	27.7

Curriculum	Program	Textbook
1 <sup>st</sup> Grade Music	Original Collaboration with	N/A
	Newark School of the Arts	
1st Grade ELA Reading	Units of Study	N/A
1st Grade ELA Writing	Units of Study	N/A
1st Grade Math	Illustrative Math	N/A
1st Grade Phonological	SIPPS	N/A
Awareness		
1 <sup>st</sup> Grade Science	Foss Kits	N/A
1 <sup>st</sup> Grade Social Studies	In-house Original	N/A
1st Grade Health & Physical	In-house	N/A
Education		

### LINK COMMUNITY CHARTER SCHOOL GRADE 1 CURRICULUM OVERVIEW

Curriculum	Program	Textbook
1st Grade Music	Original Collaboration with	N/A
	Newark School of the Arts	
1st Grade ELA Reading	Units of Study	Numerous Mentor Texts, Demonstration Texts, and Unit Books
1st Grade ELA Writing	Units of Study	Night of the Veggie Monster A Chair for My Mother Peter's Chair Joshua's Night Whispers My First Soccer Game How to Babysit a Grandma How to Make Salsa The Pumpkin Book Make a Valentine Walk On! How to Make a Hotdog Pigeon Books A Pet for Petunia Hey, Ant! Earings Duck! Rabbit! Henry & Mudge and the Happy Cat Knuffle Bunny Harry by the Sea Houndsley and Catina
1st Grade Math	Illustrative Math	Grade 1, Workbooks
1st Grade Phonological Awareness	SIPPS	N/A
1st Grade Science	Foss Kits	None
1 <sup>st</sup> Grade Social Studies	In-house Original	Titles Associated with Each Unit: What if Everybody Did That Citizenship I Pledge Allegiance I Promise Places in My Neighborhood Neighborhood Walk-City Maybe Something Beautiful Look Where We Live K is for Kwanza Binny's Diwali A is for Africa All Aboard for the Bobo Road A Story, A Story Rain School

### LINK COMMUNITY CHARTER SCHOOL GRADE 1 CURRICULUM OVERVIEW

		Follow that Map May Map Book Boy Were We Wrong About the Weather This is How We Do It What Do We Buy A Chair for My Mother
		An Orange
1st Grade Health & Physical	In-house	None
Education		



### Head of School Report November, 2022

#### **Link Enrollment:**

Grade Level	Approved Enrollment for 2022-23	Registered for 2022-23	22/23 Enrollment Update
K	50	37	
1	50	36	
5	50	53	
6	50	53	52 waitlist
7	80	81	28 waitlist
8	80	78	44 waitlist
Total	360	338	

#### **Student Recruitment and Enrollment:**

- We sent a postcard mailing out in October
- We are still seeing lots of mobility, ups and downs in enrollment.

#### Staffing:

- We hired a teacher to cover for 6<sup>th</sup> grade math and community in anticipation of someone's leave and to step into other roles upon that person's return. She has strength in math.
- Instructional Openings:
  - o 8<sup>th</sup>: None
  - o 7th grade: math and special education
  - 6<sup>th</sup> grade: ELA
     5<sup>th</sup> grade: none
     1<sup>st</sup> grade: None
  - o Kindergarten: 1 eave replacement special education
- Operations Staff:
  - o Student Life Coordinator
  - Finance Coordinator
  - HR Coordinator

#### **Health and Safety Update:**

• COVID, flu, stomach virus, etc. are continuing to impact Link with teachers and students out regularly.

- Link responded to an active shooter on Tuesday, November 1<sup>st</sup> with a shelter in place. Communications sent to families and board leadership right away.
- As previously presented, masks are optional, focus on handwashing and sanitizing, personal responsibility.
- Already seeing some illnesses with fevers and body aches.

#### Curriculum

• Curriculum has all been uploaded in Chalk. Our next step in utilizing the platform is to provide training for school leadership and teachers.

#### **High School Placement:**

No updates

#### **Strategic Planning Updates**

No updates

#### **Special Education**

• We reviewed the expectations for the Special Education Coordinator with the staff member and have provided a stipend for this position, in the amount of \$2,500 for the 2022-23 school year.

#### HIB

- **2022-2023-002** NOT confirmed, alleged target not bothered by it; no substantial disruption
- **2022-2023-003** NOT confirmed, the alleged victim is a Link student but the other student is outside school community; Link has been supportive and collaborative with the other school.



#### **Course Description**

Students begin their introduction to Chinese by focusing on the four key areas of foreign language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Both Chinese characters and pinyin are presented together throughout the course and specific character practices are introduced after the first quarter. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various Chineser speaking regions, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

Course length: Two semesters. Each semester consists of 18 weeks (90 days) of content.

Materials: A Chinese-English dictionary is recommended

**Prerequisites: None** 

#### **Overall Course Objectives**

The Middle School Chinese 1 course helps students:

- Master common vocabulary terms and phrases, including personal contexts such as greetings, family, school, health and fitness, and hobbies
- Comprehend grammar patterns, including question words, basic syntax, comparisons, directional words, and the past tense
- Analyze and compare cultural practices, products, and perspectives of China through such topics as food, money, family life, and literature
- Participate in simple conversations and respond appropriately to basic conversational prompts
- Generate language incorporating basic vocabulary and grammar patterns
- Read, write, speak, and listen for meaning in basic Chinese
- Regularly assess progress in proficiency through quizzes, tests, and speaking/writing submissions

#### **Recurring Content**

#### **Vocabulary Theme**

Each unit presents a new set of vocabulary words pertaining to a particular theme. Each
topic is first presented in context and then the vocabulary is further practiced through a
variety of interactive activities and practices. A printable vocabulary list is also provided.

#### **Grammar Concept**

Each unit introduces a new grammar pattern. The concept is first introduced in a contextualized situation and then presented in a multimedia grammar animation. The concept is then further practiced in several interactive activities throughout the unit. A printable explanation of the pattern is also provided.





#### **Presentation of Culture through Culture Videos**

o In each unit, students learn about various cultural or historical aspects (e.g. practices, products, and perspectives) of China through short video presentations.

#### "Out of Seat" Activities

 Several times during the year, students are given opportunities to use the language "outside" the course. These are specific assignments directing students to interact in a genuine way with the Chinese language or Chinese-speaking communities.

#### **Speaking and Writing Activities**

Students complete speaking and writing activities in each unit. These activities give students
a chance to become more familiar with the speaking and writing patterns of Chinese by
applying them in communicative situations.

#### **Listening and Reading Comprehension Activities**

 Each unit contains both listening and reading comprehension practices. They are based on the vocabulary, grammar, or culture concepts presented that unit and challenge students to identify the main ideas and significant details of the listening/reading excerpts.

#### Assessments

- Listening and reading comprehension quizzes verify that students comprehend the main ideas and/or significant details of target language passages or conversations.
- Culture comprehension quizzes verify that students have understood important concepts presented in the culture presentations.
- Unit tests assess students' mastery of the vocabulary words and grammar concepts presented that unit. Each unit test also includes reading and listening comprehension questions and an oral or written assessment.
- Midterm and Semester Exams are comprehensive in nature. Not only do they assess students' knowledge of the language, but they also assess students' ability to produce the language in a communicative way. Midterms and Semester Exams include both oral and written assessments.

#### "Life-long Learner" Assignments

 Each semester, students are required to create a plan for incorporating Chinese into their daily lives. They accomplish this by outlining the long-term benefits of learning Chinese, by making goals for what they want to accomplish with their mastery of the language, and by creating a plan for accomplishing their goals.

#### "Explore" Activities

 These activities help students develop a more profound understanding of China and its culture.

#### **Discussion Board Activities**

 There is one discussion board activity in each semester. These activities provide opportunities for students to interact with other students and practice their new language.

#### Journal

 Journal assignments allow students to make cultural comparisons, reinforce new vocabulary and grammar patterns, and practice communicating in the language.



#### Middle School Chinese 1 Curriculum Guide

#### **Romanization and Characters**

The nature of the Chinese language, being a tonal language with thousands of homophones, requires that nonr native students have a solid foundation with Pinyin to ensure accurate Chinese pronunciation in addition to correct tone usage. Pinyin is the Romanized text used to help non-native students understand the phonology of Chinese. Every unit requires students to use Pinyin to read and write the Chinese language. In Unit 10, students begin the transition from Pinyin into Chinese characters. After Unit 10, students are required to learn, recognize, and type 8-10 new characters each unit. There are several activities within each unit, which prepare students to learn these characters.

#### **Pronunciation**

o Pronunciation is a critical element of Chinese that is acquired through the use of Pinyin initial and final sounds. Each unit has a special lesson about one or more of the Pinyin initial sounds combined with all of the final sounds. This is accompanied by a practice activity. Every Pinyin activity also has a link to a printable PDF, which describes the rules and guidelines for proper use of Pinyin.

#### **Tones**

Every unit contains ample practice with the four tones that are used to distinguish meaning from one homophone to another in this tonal language. Every Pinyin activity also has links to printable PDFs, which describe the rules and guidelines for proper use of tones as well as a reference chart that includes all the initial and final sound combinations of the Chinese language.



#### **Course Scope and Sequence**

Semester 1				
	Vocabulary	Grammar	Culture	Pronunciation
Unit1	Greetings	Intro to STPVO and	Introductionto China 1	Introduction to Pinyin and Tones Final Sound /ao/
Unit 2	Numbers 1-20 Months Days of the Week	"How do you say…?" "。。。怎么说?" More on STPVO: "Time" in Chinese Sentences	The Lunar Calendarand Chinese Holidays	Final sound /iu/
Unit 3	Numbers 21-100 Age Quantity words - 多,少,一些	Question Particle 吗 Question Word 什么? Question Word 几个? Question Word 多少?	ChineseNumbers	Final sound /i/
Unit 4	Family and Friends	Intro to Measure Words:	Family in China	Final sound /un/
Unit 5	School	MeasureWords continued: (classroom items) 本, 张, 支	Chinese Philosophy	Final sound /e/
Unit 6	Animals	MW for Animals Use Possessive Particle: 的 this/that, these/those & here/there:这/那 ((个,些,里,儿)	Wolongand PandaBears	Final sound /ang/
Unit 7	Descriptions	How to Use 是 and 很 How to Use 好 like "very"	Colors in China	Final sound / ong/
Unit 8	Countries and Nationalities	VerbDuplication Questions: 有没有,好不好,对不 对,可不可以,是不 是 Forms of "不" Comefrom:从。。。来 的	Chinese Dynasties	Final sound /ou/



Semester 1	(Continued)			
	Vocabulary	Grammar	Culture	Pronunciation
Unit 10	Introductionto Characters Review: Numbers 1-20 and Subject Pronouns	Preferences:喜欢,不喜欢,最喜欢 Gradation:不好,不太好,还好,好,太好,最好,在好,好,太好,最好。 真+adj(真好) -好+verb(好听,好玩,好吃,好看)	Beauty	Final sound /o/ & /uo/
Unit11	TellingTime	QuestionWords Continued Review 谁,什么时候,怎么,为 什么 Then然后 After以后	Poem:Thoughts on a Quiet Night	Final sound /ian/
Unit12	Professions	Askabout Professions: 做什么? Express thoughts and desires:觉得,想,要	Chinese Calligraphy	Final sound / uan/
Unit 13	Telephone	Polite Questions and Requests: 请 The several uses of 以下	The Four Gentlemen	Final sound /ua/
Unit 14	Clothing	MeasureWords: (clothing)件,条,双, 套	Sichuan: The Land of Abundance	Final sound /u/
Unit15	Food	Measure Words : (food) 个, 根, 串, 块, 片 Review words for "want","would like", "feel like"	ChineseTea Culture	Final sound /iao/
Unit 16	Prepositions	STPVO: Placement of Prepositions in a Sentence Prepositions and Directions	A Trip to Shanghai: A Dazzling City	Final sound /ai/
Unit 17	Places	STPVO: place in Chinese sentences Ask/Give Directions: 怎 么走,右/左转,直走,一直走,走到 Cardinal Directions:北,南,西,东	Xi'an,Historical City	Final sound /ia/



#### **Course Description**

This fun, interactive course for middle school students is filled with diverse, multimedia language activities. Students begin their introduction to French by focusing on the four key areas of foreign language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices which reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various French---speaking countries, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

Course length: Two semesters. Each semester consists of 18 weeks (90 days) of content.

Materials: A French-English dictionary is recommended

Prerequisites: None

#### **Overall Course Objectives**

#### The Middle School French 1 course helps students:

- Master common vocabulary terms and phrases, including personal contexts such as greetings, family, school, and hobbies
- Comprehend a wide range of grammar patterns, including the conjugation of regular verbs in the present tense, asking questions, and making comparisons
- Analyze and compare cultural practices, products, and perspectives of regions including Metropolitan France and Québec, Canada.
- Participate in simple conversations and respond appropriately to basic conversational prompts
- Generate language incorporating basic vocabulary and grammar patterns
- Read, write, speak, and listen for meaning in basic French
- · Regularly assess progress in proficiency through quizzes, tests, and speaking/writing submissions

#### **Recurring Content**

#### Vocabulary Theme

 Each unit presents a new set of vocabulary words pertaining to a particular theme. Each topic is first presented in context and then the vocabulary is further practiced through a variety of interactive activities and practices. A printable vocabulary list is also provided.

#### **Grammar Concept**

 Each unit introduces a new grammar pattern. The concept is first introduced in a contextualized situation and then presented in a multimedia grammar animation. The concept is then further practiced in several interactive activities throughout the unit. A printable explanation of the pattern is also provided.





#### **Presentation of Culture through Culture Videos**

o In each unit, students learn about various cultural aspects (e.g. practices, products, and perspectives) of a French-speaking country through short video presentations.

#### "Out of Seat" Activities

 Several times during the year, students are given opportunities to use the language "outside" the course. These are specific assignments directing students to interact in a genuine way with the French language or French-speaking cultures.

#### **Speaking and Writing Activities**

Students complete speaking and writing activities in each unit. These activities give students a chance to become more familiar with the speaking and writing patterns of French by applying them in communicative situations.

#### Listening and Reading Comprehension Activities

Each unit contains both listening and reading comprehension practices. They are based on the vocabulary, grammar, or culture concepts presented that unit and challenge students to identify the main ideas and significant details of the listening/reading excerpts.

#### **Assessments**

- o Listening and reading comprehension quizzes verify that students comprehend the main ideas and/or significant details of target language passages or conversations.
- Culture comprehension quizzes verify that students have understood important concepts presented in the culture presentations.
- Unit tests assess students' mastery of the vocabulary words and grammar concepts presented in that unit. Each unit test also includes reading and listening comprehension questions and an oral or written assessment.
- Midterm and Semester Exams are comprehensive in nature. Not only do they assess students' knowledge of the language, but they also assess students' ability to produce the language in a communicative way. Midterms and Semester Exams include both oral and written assessments.

#### "Life-long Learner" Assignments

Each semester, students are required to create a plan for incorporating French into their daily lives. They accomplish this by outlining the long-term benefits of learning French, by making goals for what they want to accomplish with their mastery of the language, and by creating a plan for accomplishing their goals.

#### "Explore" Activities

 These activities help students develop a more profound understanding of French---speaking countries and cultures.

#### "Webquest" Activities

 These special activities provide students the opportunity to link out to authentic sources of language on the Internet. Students are given practical tasks where they must use their language to accomplish the assignment.

#### Journal

O Journal assignments allow students to make cultural comparisons, reinforce new vocabulary and grammar patterns, and practice communicating in the language.



#### **Pronunciation**

o Pronunciation lessons are presented in short animation videos. These videos focus on the unique sounds of the language. Follow-up activities throughout the unit provide additional practices for students to improve their pronunciation skills.



#### **Course Scope and Sequence**

Semester 1				
	Vocabulary	Grammar	Culture	Pronunciation
Unit 1	Greetings	Subject Pronouns "Tu" vs. "Vous"	Introduction to France	
Unit 2	School Alphabet	Nouns Definite Articles Indefinite Articles	School	Alphabet Guide to French Rhythm & Accents
Unit 3	Descriptions Colors	Conjugating Verbs "Être" and "Avoir" Adjectives: Agreement	Food: Courses, Cheese, Pastries, Bread	
Unit 4	Countries and Nationalities Numbers 0-30	"Être" + Nationality Adjectives: Placement	Language	Difference between é and è (using et and est)
Midterm Rev	iew and Test			
Unit 5	Common ER Verbs Telling Time	Present Tense ER Verbs	History of France	
Unit 6	Common IR Verbs Conjunctions	Present Tense IR Verbs	Soccer	"S"
Unit 7	Other Verbs Adverbs	Present Tense RE and OIR Verbs Irregular Verbs	Literature: Victor Hugo	
Unit 8	Days, Months, and Seasons Numbers 30-100	Negation	Art in France	"G" and "J"
Unit 9 Final	Review and Test	•	•	·
Semester 2				
Unit 10	Hobbies	faire versus jouer Asking Questions	Introduction to Quebec	The Cedilla
Unit 11	Food (part 1)	Interrogative Words	Hockey	
Unit 12	Food (part 2)	Partitive Articles	Food: poutine, cabane à sucre	The letter H
Unit 13	Family	Possessive Adjectives	Accent	
Midterm Rev	iew and Test	•		
Unit 14	Places	Present Tense: aller	History	The letter R
Unit 15	Animals	Comparatives	Carnaval d'hiver and Tulipes	



Semester 2 (Continued)					
	Vocabulary	Grammar	Culture	Pronunciation	
Unit 16	Shopping	Superlatives	Literature: Gabrielle Roy	The letter Y	
Unit 17	Weather Expressions	"Il y a"	Cirque du Soleil		
Unit 18 Final Review and Test					



#### **Course Description**

This fun, interactive course for middle school students is filled with diverse, multimedia language activities. Students begin their introduction to Spanish by focusing on the four key areas of foreign language study: listening, speaking, reading, and writing. The course represents an ideal blend of language learning pedagogy and online learning. Each unit consists of a new vocabulary theme and grammar concept, reading and listening comprehension activities, speaking and writing activities, multimedia cultural presentations, and interactive activities and practices that reinforce vocabulary and grammar. There is a strong emphasis on providing context and conversational examples for the language concepts presented in each unit. Students should expect to be actively engaged in their own language learning, become familiar with common vocabulary terms and phrases, comprehend a wide range of grammar patterns, participate in simple conversations and respond appropriately to basic conversational prompts, analyze and compare cultural practices, products, and perspectives of various Spanish speaking countries, and take frequent assessments where their language progression can be monitored. The course has been carefully aligned to national standards as set forth by ACTFL (the American Council on the Teaching of Foreign Languages).

Course length: Two semesters. Each semester consists of 18 weeks (90 days) of content.

Materials: A Spanish-English dictionary is recommended

Prerequisites: None

#### **Overall Course Objectives**

#### The Middle School Spanish 1 course helps students:

- Master common vocabulary terms and phrases, including personal contexts such as greetings, family, school, and hobbies
- Comprehend a wide range of grammar patterns, including the conjugation of regular verbs in the present tense, asking questions, and making comparisons
- Analyze and compare cultural practices, products, and perspectives of Spain, Mexico and other areas of Latin America.
- Participate in simple conversations and respond appropriately to basic conversational prompts
- Generate language incorporating basic vocabulary and grammar patterns
- Read, write, speak, and listen for meaning in basic Spanish
- · Regularly assess progress in proficiency through quizzes, tests, and speaking/writing submissions

#### **Recurring Content**

#### **Vocabulary Theme**

Each unit presents a new set of vocabulary words pertaining to a particular theme. Each
topic is first presented in context and then, the vocabulary is further practiced through a
variety of interactive activities and practices. A printable vocabulary list is also provided.

#### **Grammar Concept**

 Each unit introduces a new grammar pattern. The concept is first introduced in a contextualized situation and then presented in a multimedia grammar animation. The concept is then further practiced in several interactive activities throughout the unit. A printable explanation of the pattern is also provided.





#### **Presentation of Culture through Culture Videos**

o In each unit, students learn about various cultural aspects (e.g. practices, products, and perspectives) of a Spanish---speaking country through short video presentations.

#### "Out of Seat" Activities

 Several times during the year, students are given opportunities to use the language "outside" the course. These are specific assignments directing students to interact in a genuine way with the Spanish language or Spanish---speaking cultures.

#### **Speaking and Writing Activities**

Students complete speaking and writing activities in each unit. These activities give students
a chance to become more familiar with the speaking and writing patterns of Spanish by
applying them in communicative situations.

#### Listening and Reading Comprehension Activities

 Each unit contains both listening and reading comprehension practices. They are based on the vocabulary, grammar, or culture concepts presented that unit and challenge students to identify the main ideas and significant details of the listening/reading excerpts.

#### **Assessments**

- Listening and reading comprehension quizzes verify that students comprehend the main ideas and/or significant details of target language passages or conversations.
- Culture comprehension quizzes verify that students have understood important concepts presented in the culture presentations.
- Unit tests assess students' mastery of the vocabulary words and grammar concepts presented that unit. Each unit test also includes reading and listening comprehension questions and an oral or written assessment.
- Midterm and Semester Exams are comprehensive in nature. Not only do they assess students' knowledge of the language, but they also assess students' ability to produce the language in a communicative way. Midterms and Semester Exams include both oral and written assessments.

#### "Life-long Learner" Assignments

 Each semester students are required to create a plan for incorporating Spanish into their daily lives. They accomplish this by outlining the long---term benefits of learning Spanish, by making goals for what they want to accomplish with their mastery of the language, and by creating a plan for accomplishing their goals.

#### "Explore" Activities

 These activities help students develop a more profound understanding of Spanish--speaking countries and cultures.

#### "Webquest" Activities

These special activities provide students the opportunity to link out to authentic sources of language on the Internet. Students are given practical tasks where they must use their language to accomplish the assignment.

#### **Journal**

 Journal assignments allow students to make cultural comparisons, reinforce new vocabulary and grammar patterns, and practice communicating in the language.



#### **Pronunciation**

 Pronunciation lessons are presented in short animation videos. These videos focus on the unique sounds of the language. Follow up activities throughout the unit provide additional practices for students to improve their pronunciation skills.



#### Course Scope and Sequence

	Vocabulary	Grammar	Culture	Pronunciation
Unit 1	Greetings	Subject Pronouns	Introduction to	
		Tú vs. Ud.	Mexico	
Unit 2	School	Nouns (singular and	Mexican Schools	Alphabet
	Alphabet	plural, gender,		
		agreement)		
		Definite Articles		
		Indefinite Articles		
Unit 3	Descriptions	Adjectives	Tortillas	
	Colors	Rules of Accentuation		
Unit 4	Countries and	Conjugating Verbs	Idioms	Vowel A
	Nationalities	Ser		
	Numbers 030			
Midterm Rev	view and Test			
Unit 5	Tellingtime	Estar	Mexico City	
	Adverbs of	Negative Sentences	Aztecs	
	Frequency	Telling Time		
Unit 6	Common AR verbs	Present Tense AR Verbs	Birthdays in	Vowel E
	Coordinating		Mexico	
	Conjunctions			
	Prepositions			
Unit 7	Common IR verbs	Present Tense IR Verbs	Nezahualcóyotl Poem	
	Common ER verbs	Present Tense ER Verbs	Poem	
Unit 8	Days, Months, and	QuestionFormation	Mariachis	Vowell
	Seasons	Giving Dates		
	Numbers 30100			
Unit 9 Final	Review and Test			
Semester 2				
Unit 10	Hobbies and	Gustar	Introduction to	Vowel O
	Pastimes		Spain	
Unit 11	Food (part 1)	Possessive Adjectives	Tapas y la	
		Possession Using "de"	sobremesa	
Unit 12	Food (part 2)	Demonstrative	Tortilla y Paella	Vowel U
		Adjectives		
Unit 13	Family	TwoVerb	Idioms	
		Combinations		
Midterm Rev	view and Test			
Unit 14	Places	Ir + a + infinitive	History of Spain	Н
		Acabar de		
	1	Contractions	1	1



Semester 2 (Continued)				
	Vocabulary	Grammar	Culture	Pronunciation
Unit 15	Animals	Stem-Changing Verbs	Festivals in Spain	
Unit 16	Shopping	Irregular Present Tense in the "yo" Form	El Quijote	J
Unit 17	Weather Expressions	Hay and "Tener" Expressions	Velázquez	
Unit 18 Final Review and Test				

### LINK COMMUNITY CHARTER SCHOOL INDEPENDENT CONSULTANT AGREEMENT

This Independent Consultant Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022 by and between the LINK Community Charter School Board of Trustees (the "Board" or "LCCS"), whose address is 23 Pennsylvania Ave, Newark, NJ 07114, and For the Love of Literacy, LLC. ("For the Love of Literacy") whose address is 2668 Farview Drive, Mountainside, NJ 07092

#### WITNESSETH

WHEREAS, the Board wishes to utilize the services of For the Love of Literacy, and WHEREAS, For the Love of Literacy is willing and able to provide such services to the Board; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Board and For the Love of Literacy.

NOW, THEREFORE, in consideration of mutual promises, it is agreed by and between the Board and For the Love of Literacy as follows:

- 1. <u>Scope of Services</u>. For the Love of Literacy shall provide LCCS with Professional Development and Consulting Services ("Services") in accordance with all state laws and regulations in full day increments. Each full day shall consist of 6 hours.
- 2. <u>Project Details.</u> The Services to be provided by For the Love of Literacy will support:
  - a. the program and curriculum development of Kindergarten and 1<sup>st</sup> grade with one consultant for up to 27 days of service
  - **b.** the program and curriculum development of 5<sup>th</sup> through 8<sup>th</sup> grade with one consultant for up to 72 days of service

Any changes to the project details and/or assigned coaches will be addressed via written mutual agreement between For the Love of Literacy and LCCS.

- 3. <u>Term of Contract</u>. The term of this Agreement shall commence on October 18, 2022 and shall continue through June 30, 2023.
- 4. <u>Fee.</u> In consideration of the Services to be provided by For the Love of Literacy to LCCS, LCCS agrees to pay \$800 per full days of Professional Development and Consulting Services (the "Fee"). The total contact amount shall not exceed \$83,100 unless authorized by the Board in writing. The Board shall, in no instance, pay interest, penalty or late fees unless so authorized pursuant to N.J.S.A. 18A:18A-10.1.
- 5. <u>Payment</u>. The Board will endeavor to release payment to For the Love of Literacy in the month succeeding that in which the monthly, verified invoice is submitted and approved by the Administration, so long as the required documentation, including invoice, voucher and any requested supporting documents, have been provided to LCCS's Business Office by the 15<sup>th</sup> day of the month.

Agreement

- 6. <u>Assignment of Contract</u>. For the Love of Literacy shall not assign, transfer, or sublet this agreement, or any rights and responsibility in this Agreement without written consent from the Board.
- 7. Availability of Funds. Acknowledging that LCCS is in good financial heath, the parties recognize that payments by LCCS to For the Love of Literacy under this Agreement are expressly dependent upon, and subject to the availability to LCCS of State and/or Federal funds. For the Love of Literacy is aware that LCCS's receipt of State and/or Federal funds is expressly conditioned upon allocation, review and approval by the New Jersey State Department of Education. If LCCS, for any reason, does not receive sufficient funds to make the required payments under this Agreement, it shall not be considered a Breach of the Agreement by LCCS and the parties, shall immediately begin negotiations to modify this contract taking into account the availability of funds, which may include the termination of the Agreement, if necessary.
- 8. <u>Indemnification</u>. To the fullest extent of the law, For the Love of Literacy will defend, indemnify, and hold LCCS and LCCS's board members, officers, directors, agents, employees, staff, and students harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of Services provided by For the Love of Literacy.
- 9. <u>Insurance Requirements.</u> For the Love of Literacy shall provide, at its sole cost and expense, general and professional liability insurance for all of its employees in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in Aggregate. The Board shall be added as an additional insured and For the Love of Literacy shall provide the LCCS with a Certificate of Insurance prior to providing Services.
- 10. <u>Force Majeure</u>. Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, public health emergency, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.
- 11. <u>Confidentiality</u>. For the Love of Literacy will be required to keep all student information strictly confidential in accordance with the Children's Online Privacy Protection Rule, the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and <u>N.J.A.C.</u> 6A:32-7.1 et seq. For the Love of Literacy further recognizes that the records and information generated in connection with the Service may be privileged or confidential. For the Love of Literacy agrees to observe the requirements of any applicable privilege and statutory or other duty of confidentiality.

<u>Termination for Cause</u>. If the Board determines that For the Love of Literacy has failed to comply with the terms and conditions of this Agreement, or that For the Love of Literacy has failed to perform said Service, duties and or responsibilities in a timely, proper,

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professional and/or efficient manner, then the Board shall have the authority to terminate the Agreement immediately upon written notice setting forth the reason for termination and effective date of termination. Termination by the Board of the Agreement does not absolve For the Love of Literacy from potential liability for damages caused LCCS. The Board may withhold payment due the For the Love of Literacy and apply same towards damages once established.

- 12. <u>Promotional Literature</u>. For the Love of Literacy agrees that the term "Link Community Charter School" or any derivation thereof shall not be utilized in any promotional literature, advertisement or client lists without the express prior written consent of LCCS.
- 13. <u>Affirmative Action</u>. For the Love of Literacy will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- 14. <u>Anti-Discrimination Provisions</u>. The Parties to this Agreement shall not discriminate against anyone on the basis of race, creed, color, sex, pregnancy, breastfeeding, sexual orientation, gender identity or expression, familial status, marital status, domestic partnership/civil union status, atypical hereditary cellular or blood trait, genetic information, religion, age, national origin, nationality, ancestry, liability for military service, or disability, and to comply with applicable state and federal laws regarding same, including without limitation N.J.S.A. 10:2-1 through 10:5-1.
- 15. <u>Compliance</u>. For the Love of Literacy will obey all required applicable United States federal, New Jersey State, and local rules and regulations. For the Love of Literacy shall comply in all material respects with the applicable provisions of New Jersey statutes, specifically, Title 18A and the NJ Administrative Code, specifically Title 6A.
- 16. <u>Waiver</u>. Failure to invoke any right, condition, or covenant in the Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.
- 17. <u>Records</u>. For the Love of Literacy will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to <u>N.J.A.C.</u> 17:44-2.2
- 18. <u>Warranty</u>. For the Love of Literacy manner warrants that any individual providing Services pursuant to this Agreement on behalf of For the Love of Literacy is competent to provide the Services and has the necessary licenses and qualifications including the knowledge, skill and ability to provide the Services.
- 19. <u>Enforceability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 20. Protection of Board Students / Criminal History Background Check

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- a. All individuals from For the Love of Literacy who will be or may be working in LCCS under this Agreement shall have been fingerprinted by the State and shall have no criminal history. For the Love of Literacy shall ensure, at its own expense, that all employees and/or individuals that will be or may be working with the Board's students and/or assigned to provide services, including but not limited to the individuals performing the assessment, have had a criminal history background check and that said background check indicates that no criminal history record information exists on file in either the Identification Division of the Federal Bureau of Investigation or the State Bureau of Investigation which would disqualify said employee from employment pursuant to N.J.S.A. 18A:6-7.1 et seq.
- b. For the Love of Literacy shall ensure that said proof exists prior to the execution of this Agreement. For the Love of Literacy shall provide proof of the criminal history background checks to the Board prior to the execution of this Agreement. This Agreement shall not begin or proceed until For the Love of Literacy complies with the requirements of this section.
- c. For the Love of Literacy and each individual from For the Love of Literacy shall also report his/her arrest or indictment for any crime or offense to the Board within 14 calendar days. The report shall include the date of arrest or indictment and charge(s) lodged against the individual. All individuals from For the Love of Literacy shall also report the disposition of any charges within seven calendar days of disposition.
- d. For the Love of Literacy must ensure that all individuals providing services to students are properly screened for tuberculosis prior to the start of work.

### 21. Contracted Service Provider—Pre-Employment Requirements--Child Abuse/Sexual Misconduct

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

#### 22. HIB Policy

In the course of performing services, For the Love of Literacy and/or any individual performing services on behalf of For the Love of Literacy shall be required to comply with any and all applicable LCCS's policies and regulations. In the event For the Love of Literacy and/or any individual performing services on behalf of For the Love of Literacy has witnessed or has reliable information that a student has been subject to harassment, intimidation, or bullying, he/she shall verbally report the incident on the same day on which the incident was witnessed, or on which reliable information that a student has been subject to harassment, intimidation, or bullying was received, and shall report the same in writing within two (2) school days. All such verbal and written reports shall be made to the appropriate school official designated by LCCS's anti-bullying policy, or

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- to any school administrator or safe schools resource officer, who shall immediately initiate the LCCS's procedures concerning school bullying.
- 23. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between LCCS and For the Love of Literacy. For the Love of Literacy is an independent contractor and not an employee of LCCS or any of its subsidiaries or affiliates. It is understood that LCCS will not withhold any amounts for payment of taxes from the compensation of For the Love of Literacy hereunder. Any and all sums subject to deduction, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be For the Love of Literacy's sole responsibility and For the Love of Literacy shall indemnify and hold LCCS harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments. No individual from For the Love of Literacy shall represent himself/herself out as an employee of LCCS. For the Love of Literacy employees, agents, and contractors will not be eligible for: worker's compensation insurance for any injuries suffered while performing services for the Board; to receive unemployment benefits; any benefit plans, medical insurance plans or programs which the Board maintains for its employees; and/or vacation, sick, personal or holiday pay. Additionally, For the Love of Literacy agrees that it shall be responsible for furnishing all required materials, labor, transportation, and utensils required in order to provide the specified Services.
- 24. <u>Law/Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, United States without regard to its conflicts of law principles. Any and all claims, disputes or other matters in question between For the Love of Literacy and LCCS arising out of or relating to this Agreement or alleged breach hereof, shall be subject to and determined by a court of competent jurisdiction venued in Essex County, New Jersey, USA.
- 25. Entire Agreement; Amendment of Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties, whether written or oral, relating to the subject matter hereof. This Agreement may be amended only by a written document signed by both For the Love of Literacy and an authorized representative of LCCS.
- 26. <u>Inconsistent Terms</u>. The parties agree that this Agreement controls over any inconsistent terms or condition contained in any other agreement entered into by the parties.
- 27. <u>Subject to Board Approval.</u> This Agreement is subject to ratification and formal approval by the Link Community Charter School Board of Trustees after receipt of an executed Agreement from For the Love of Literacy.

THIS IS A LEGALLY BINDING DOCUMENT. PLEASE READ IT CAREFULLY AND SEEK LEGAL ADVICE. THE PARTIES HERETO AGREE THAT BY SIGNING THIS AGREEMENT THEY HAVE CONSULTED WITH LEGAL COUNSEL OR HAVE WAIVED SUCH RIGHT.

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Agreement

year first written above.

For the Love of Literacy:

Link Community Charter School Board of Trustees:

Signature:

Date:

Printed Name: Dr. Kenneth Kunz

Link Community Charter School Board of Trustees:

Printed Name:

Printed Name:

Printed Name:

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and

Title: \_\_\_\_\_

Title: Founder/Director



### **Elementary School Discipline Rubric**

CATEGORY 1	First Violation	Second Violation	Third Violation	Fourth Violation
<ul> <li>Talk Outs/interruptions/whistling/humming</li> <li>Making loud and/or frequent noises</li> <li>Talking during instruction</li> <li>Playing with distracting objects</li> </ul>	Follow the Ladder of     Intervention     Reflective Conversation/Think     Sheet     Utilize ClassDojo Feedback     Teacher discussion w/parents	<ul> <li>Utilize ClassDojo Feedback</li> <li>5-Minute Reset/Reflective Conversation with Teacher</li> <li>Teacher discussion w/parents</li> </ul>	<ul> <li>Utilize ClassDojo Feedback</li> <li>Reflective Conversation (Teacher)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	<ul> <li>Utilize ClassDojo Feedback</li> <li>Reflective Conversation (Dean of Students/Admin)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>
CATEGORY 2	First Violation	Second Violation	Third Violation	Fourth Violation
<ul> <li>Possession of personal electronic device or use of in school</li> <li>Off Task</li> <li>Name Calling/Teasing</li> <li>Work Refusal</li> <li>Failure to follow directions</li> <li>Disrupting the educational process (level 2)</li> <li>Minor Core Value violation</li> <li>School Technology violation</li> <li>Recess horseplay*</li> <li>Pushing in line</li> <li>Inappropriate behavior on a bus*</li> </ul>	Utilize ClassDojo Feedback Reflective Conversation Restorative Justice Conference S-Minute Reset/Reflection with Teacher Teacher discussion w/ parents	<ul> <li>Utilize ClassDojo Feedback</li> <li>Teacher discussion w/ parents</li> <li>Restorative Justice Conference</li> <li>Restorative Circle with Scholars(Teacher)</li> </ul>	<ul> <li>Utilize ClassDojo Feedback</li> <li>Call home (Dean of Students/Admin)</li> <li>Doing One's Best Project (Dean of Students as needed)</li> <li>Meeting with Social Worker (if necessary)</li> <li>Restorative Circle with Scholars(Dean o Students)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	<ul> <li>Utilize ClassDojo Feedback</li> <li>Dean of Students/Admin call home</li> <li>Doing One's Best Project (Dean of Students as needed)</li> <li>Meeting with Social Worker (if necessary)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>
CATEGORY 3	First Violation	Second Violation	Third Violation	Fourth Violation
<ul> <li>Misuse of Materials (breaking pencils, drawing on desk, mishandling potentially dangerous materials haphazardly)</li> </ul>	<ul> <li>Teacher discussion w/parents</li> <li>Utilize ClassDojo Feedback</li> <li>Reflective Conversation</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> </ul>	<ul> <li>Teacher discussion w/ parents</li> <li>Utilize ClassDojo Feedback</li> <li>Reflective Conversation</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Restorative Circle with Scholars (Teacher)</li> </ul>	<ul> <li>Dean of Students/Admin call home</li> <li>Utilize ClassDojo Feedback</li> <li>Reflective Conversation</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> <li>Conference with School Resource Officer</li> </ul>	<ul> <li>1-3 days In/Out of School Suspension</li> <li>Reflective Conversation</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> <li>Conference with School Resource Officer</li> </ul>
CATEGORY 4	First Violation	Second Violation	Third Violation	
<ul> <li>Weapons</li> <li>Terroristic threats</li> </ul>	<ul> <li>3-5 days In/Out of School</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>School resource officer and/or other law enforcement and state agencies will be notified</li> </ul>	<ul> <li>3-5 days In/Out of School Suspension</li> <li>Restorative Circle with Scholars(Dean of Students)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>School resource officer and/or other law enforcement and state agencies will be notified</li> </ul>	<ul> <li>5-7 days In/Out of School Suspension</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>School resource officer and/or other law enforcement and state agencies will be notified</li> </ul>	

<sup>\*</sup>Inappropriate usage/violation of social media outside of the school but affecting any Link student is included, due to the impact on the learning environment.

Doing One's Best Projects are presented to Administration, Parent, & Advisor

Category 4 violations may/will result in law enforcement intervention.



### **Middle School Discipline Rubric**

CATEGORY 1	First Violation	Second Violation	Third Violation	Fourth Violation
Public display of affection     Inappropriate language/profanity     Failure to hand in homework     Eating food outside of designated areas     Late to Class     Disrupting the educational process (level 1)     Defiance/Insubordination	Follow the Ladder of Intervention     Reflective Conversation     Teacher call home     Teacher Issues Warning Demerit	<ul> <li>Issue appropriate demerit(s)</li> <li>5-Minute Reset/Self-Reflection Form</li> <li>Reflective Conversation</li> <li>Teacher call home</li> <li>Teacher Restoration &amp; Reflection</li> </ul>	<ul> <li>Issue appropriate demerit(s)</li> <li>Reflective Conversation (Teacher)</li> <li>Level I Restoration &amp; Reflection (1 Hour)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	Issue appropriate demerit(s)     Friday/Saturday Level II Restoration & Reflection (3 hours)     Reflective Conversation (Teacher)     Restorative Justice Conference     Parent Conference
CATEGORY 2	First Violation	Second Violation	Third Violation	Fourth Violation
<ul> <li>Possession of personal electronic device or use of in school</li> <li>Dress Code violation</li> <li>Disrupting the educational process (level 2)</li> <li>Cheating/Plagiarism</li> <li>Minor Core Value violation</li> <li>Forgery</li> <li>School Technology violation</li> <li>Recess horseplay*</li> <li>Slapping on back of neck/Pushing/ "Milking"</li> <li>Inappropriate behavior on a bus*</li> <li>Offensive/Inappropriate gestures</li> <li>Cutting Class</li> <li>Skipping Restoration &amp; Reflection/ conference*</li> </ul>	Issue appropriate demerit(s)     Reflective Conversation     Restorative Justice Conference     5-Minute Reset/Self-Reflection Form     Teacher call home	<ul> <li>Issue appropriate demerit(s)</li> <li>Teacher call home</li> <li>Level 1 Restoration &amp; Reflection (1 hour)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	<ul> <li>Issue appropriate demerit(s)</li> <li>Teacher call home</li> <li>Level I Restoration &amp; Reflection (1 hour)</li> <li>Doing One's Best Project (Dean of Students)</li> <li>Meeting with Social Worker (if necessary)</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	Issue appropriate demerit(s) Teacher call home Level I Restoration & Reflection (1 hour) Friday/Saturday Level II Restoration & Reflection (3 hours) Doing One's Best Project Restorative Justice Conference Parent Conference
CATEGORY 3	First Violation	Second Violation	Third Violation	Fourth Violation
a Dhorical fighting				
<ul> <li>Physical fighting</li> <li>Punching, kicking</li> <li>Bullying/cyberbullying*</li> <li>Inappropriate use of social media*</li> <li>Threats/harassment</li> <li>Theft/Vandalism or defacing any school property as defined by Dean of Students/Admin</li> <li>Major core value violation</li> </ul>	Issue appropriate demerit(s)     Doing One's Best Project     Reflective Conversation     Restorative Justice Conference     Parent Conference     Meeting with Social Worker	<ul> <li>Issue appropriate demerit(s)</li> <li>Reflective Conversation</li> <li>Level I Restoration &amp; Reflection (1 hour)</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Restorative Circle with Scholars (Dean of Students &amp; Social Worker)</li> </ul>	<ul> <li>Level I Restoration &amp; Reflection</li> <li>Friday/Saturday Level II Restoration &amp; Reflection (3 hours)</li> <li>Reflective Conversation</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> <li>Conference with School Resource Officer</li> </ul>	1-3 days Out of School Suspension     Reflective Conversation     Doing One's Best Project     Restorative Justice Conference     Parent Conference     Meeting with Social Worker     Conference with School Resource Officer
<ul> <li>Punching, kicking</li> <li>Bullying/cyberbullying*</li> <li>Inappropriate use of social media*</li> <li>Threats/harassment</li> <li>Theft/Vandalism or defacing any school property as defined by Dean of Students/Admin</li> </ul>	<ul> <li>Doing One's Best Project</li> <li>Reflective Conversation</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> </ul>	<ul> <li>Reflective Conversation</li> <li>Level I Restoration &amp; Reflection (1 hour)</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Restorative Circle with Scholars (Dean</li> </ul>	<ul> <li>Friday/Saturday Level II Restoration &amp; Reflection (3 hours)</li> <li>Reflective Conversation</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> <li>Conference with School Resource</li> </ul>	<ul> <li>1-3 days Out of School Suspension</li> <li>Reflective Conversation</li> <li>Doing One's Best Project</li> <li>Restorative Justice Conference</li> <li>Parent Conference</li> <li>Meeting with Social Worker</li> <li>Conference with School Resource</li> </ul>

<sup>\*</sup>Inappropriate usage/violation of social media outside of the school but affecting any Link student is included, due to the impact on the learning environment. Doing One's Best Projects are presented to Administration, Parent, & Advisor. Category 4 violations may result in law enforcement intervention. Depending on the situation, a more significant penalty than what is listed may result. All discipline is at the discretion of the administration.

Yellow: Indicates Teacher Facilitated Intervention Purple: Indicates Dean/Administrator Facilitated Intervention

#### SCHOOL CONTRACT – JUMP AHEAD PEDIATRICS 2022-2023 SCHOOL YEAR

This agreement is made between Jump Ahead Pediatrics as provider of rehabilitation therapy personnel, hereinafter referred as the "Agency" and Link Community Charter School here in referred to as "District". The terms of this agreement shall extend from October 3<sup>rd</sup> 2022 until June 30<sup>th</sup> 2023 (2022- 2023 School Year) Now thereafter it is mutually agreed as follows:

- 1. At the District's request the Agency will place occupational, speech, physical or special educators to provide related services to district school aged children as mandated by the District personnel. All such therapists providing services hereunder shall be subject to the approval of the District. The District reserves the right to reject or request the replacement of any individual therapist.
- 2. Bills for services rendered will be submitted on a monthly basis and in accordance with the fee schedule listed as Exhibit A. Payment will be made within a thirty-day period following submission of bill. 3. Services will be provided to all district school aged children, as applicable, regardless of race, creed, color, national origin, gender or disability.
- 4. The District retains final professional and administrative responsibility for any services rendered, however both parties agree and recognize that the individual therapists hereunder are not employees of the District. The agency further agrees that it shall defend, indemnify, and hold harmless the District, its Officers, directors, agents and employees for all loss, costs, damage and expense, including attorney's fees, judgments, fines and amounts paid in settlements in connection with a threatened, pending or completed action, suit or proceeding, arising from any act, error omission, misstatement, misleading statement, neglect or breach of duties by the Agency or any of its employees taken or made in the performance of their obligations undertaken or reasonably assumed with respect to this agreement.5. The District shall retain responsibility for obtaining medical prescriptions from Parent/Guardian of students referred to the Agency for related services prior to referring students to the Agency. The District shall be responsible for advising the Agency of the specific mandated services to be provided, The District shall maintain prescriptions on file and forward copies upon request of the Agency or therapist. All services will comply with pertinent provisions of Federal, State and local statutes, rules and regulations.
- 6. Should any part of this agreement for any reason be declared invalid, such declaration shall not affect the validity of any remaining parts of this agreement which shall remain in full force for the duration of the contract.
- 7. The District shall not enter into a separate agreement with any practitioner referred by or working through or with the Agency for the duration of the contract and a one-year period thereafter without the express consent of the Agency,
- 8. Either party may terminate the agreement without cause upon thirty days written notice to the other party. Any notice required to be provided to any party to this Agreement shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt requested and addressed to the parties at the following addresses:

TO Agency: Jump Ahead Pediatrics 35 Journal Square Suite 610 Jersey City, NJ 07306 TO
District: Link Community Charter School, 23 Pennsylvania Ave, Newark NJ, 07114 In
WITNESS WHEREOF, this agreement has been duly executed and signed by:

District	Agency	
Date:	Date:	

## Exhibit A:

### Fee Schedule

- Ongoing Speech Therapy services 72.50 per hour.
   Ongoing Para Professional Services 48.50 Per hour
   Ongoing Occupational Therapy services: 72.50 Per Hour

## FEE OF SERVICES CHART

Services Rendered at the School Setting	Hourly Rate
Speech Therapist	72.50

Services Rendered at School Setting	Hourly Rate
Occupational Therapist	72.50

Services Rendered at School Setting	Hourly Rate
Paraprofessional	48.50

Services Rendered at School Setting	Hourly Rate
Evaluation (OT, PT, ST)	\$300

## UNITED THERAPY SOLUTIONS SCHOOL-BASED SERVICES AGREEMENT

THIS SCHOOL-BASED SERVICES AGREEMENT (this "<u>Agreement</u>"), made as of October 10, 2022 (the "<u>Effective Date</u>"), between UNITED THERAPY SOLUTIONS, INC., a New Jersey corporation with an address at 141 South Avenue, Suite 6, Fanwood, NJ 07023 (the "<u>Company</u>"), and LINK COMMUNITY CHARTER SCHOOL, with an address at 23 Pennsylvania Ave Newark, NJ 07114 ("<u>School</u>").

#### WITNESSETH

WHEREAS, the Company offers and/or arranges for services by certified and/or licensed Occupational Therapists ("OTs"), Certified Occupational Therapy Assistants ("COTAs), Physical Therapists ("PTs"), Speech Language Specialists ("SLSs"), LDTC ("LDTCs"), Psychologists ("PSYCHs"), Social Workers ("SWs"), and Counselors ("CNSLRs") (each, a "Provider" and collectively, the "Providers") in order to assist educational facilities to conform to state regulations and to develop and implement quality related services;

WHEREAS, the School operates a department of special education and desires to engage the Company to give access to Providers to deliver necessary services to its students at school(s); and

WHEREAS, the Company desires to give access to such Providers for the delivery of such services to students referred by the School, and the School desires to receive the same, all pursuant to the terms and conditions more particularly set forth herein.

NOW, THEREFORE, for good and valuable consideration, the parties intending legally to be bound, hereby agree as follows:

**Services**. During the Term (as defined below), the Company shall supply 1. the School with Providers in order to perform child study team ("CST") services, related services, and such other services as shall be set forth on **Schedule A** (the "**Services**") attached hereto and made a part of this Agreement. Schedule A may, from time to time, be amended or modified by the written, executed agreement of the parties, and as so amended or modified, the new **Schedule A** shall be attached and made a part of this Agreement. The Services shall be provided at the schools designated by the School on Schedule B (the "Schools") attached hereto and made a part hereof, and the School agrees to provide the Company with adequate space at each such School and access to the computerized software for IEPs, progress notes, SEMI forms, and other similar computer programs and software necessary to perform the Services and any equipment reasonably requested by the Company. The Company shall provide the Services in a manner which attempts to minimize disruption of the educational process, coordinate the availability of space and staff, and allow for the maximum time spent engaging in the Services to achieve the stated goals for each student.

2. **Term**. This Agreement shall commence as of October 10, 2022, and shall continue until the expiration of the school year on or about June 30, 2023 (the "<u>Initial Term</u>"), and shall be automatically renewed and extended for successive one (1) year terms (each a "<u>Renewal Term</u>)," unless either party notifies the other of its intention not to renew at least thirty (30) days in advance of the scheduled termination date of the Initial Term or any Renewal Term, as the case may be. The Initial Term and each Renewal Term, if applicable, shall constitute the "<u>Term</u>," subject to earlier termination as provided herein.

## 3. Payment for Services.

- (a) In consideration of the Services, the School shall pay to the Company the fees set forth on **Schedule C** (the "**Fees**"), as may be amended from time to time during the Term upon the written, executed agreement of the parties.
- (b) The Company shall submit consolidated monthly invoices (each, an "Invoice" and collectively, the "Invoices") to the School containing the Fees for Services rendered by the Company during the immediately preceding calendar month. Each Invoice shall include a billing log in the form attached hereto as Exhibit A (each, a "Billing Log") for each Provider who delivers services during the respective immediately preceding calendar month, which shall provide, in reasonable detail, information regarding the actual number of hours spent at any School and a description of the Services provided.
- (c) Payment of all Invoices for Services and reimbursements shall be made by the School to the Company within thirty (30) days of receipt of each Invoice.
- (d) The School shall notify the Company of any dispute with any Invoice within five (5) days from the School's receipt of such Invoice (each, an "Invoice Dispute"). Notwithstanding the delivery of an Invoice Dispute, the School shall pay to the Company that portion of the Invoice as to which the School does not disagree. The parties shall seek to resolve all such disputes expeditiously and in good faith in accordance with the dispute resolution provisions set forth in Section 8(k).

## 4. Termination.

- (a) Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other party of such party's intention to terminate this Agreement.
- (b) The Company may terminate this Agreement if the School fails to pay any Invoice when due under this Agreement and the failure continues for ten (10) business days after the School's receipt of notice of nonpayment.
- (c) Upon termination of this Agreement, the parties hereto agree as follows:

- (i) Each party shall deliver to the other party all Confidential Information of the other party and shall permanently erase all Confidential Information of the other party from computer systems, unless retention is otherwise required by law.
- (ii) The Company shall immediately provide any Invoices for Services rendered which were not previously submitted and the School shall, within five (5) days of receipt of such Invoices, promptly pay to the Company any outstanding Fees due and payable to the Company.
  - (d) Sections 6, 7 and 8 shall survive the termination of this Agreement.
- 5. Representations and Warranties. Each party hereby represents and warrants to the other party that (a) it has the full right, power and authority to enter into this Agreement; and (b) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action.

## 6. Covenants.

Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, confidential intellectual property, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 6(a) by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its

behalf, to exercise its rights or perform its obligations under the Agreement. The Receiving Party shall be responsible for any breach of this <u>Section 6(a)</u> caused by any of its representatives.

- Nonsolicitation of Providers. The School acknowledges and agrees (b) that the Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to the Company. The School agrees and covenants not to directly or indirectly solicit, hire, recruit, or attempt to solicit, hire, or recruit, any employee of the Company or any employee who has been employed by the Company in the twenty-four (24) month period immediately preceding the date of termination of this Agreement (collectively, "Covered Employee"), and/or induce the termination of employment of any Covered Employee during the Term and for a period of twenty-four (24) months commencing on the date of termination of this Agreement. This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication. In the event the School breaches the terms of this Section 6(b), in addition to all other remedies available to the Company hereunder, the School shall pay to the Company an amount equal to fifty percent (50%) of the highest base salary(ies) of the Covered Employee(s) whom the School solicited in violation of this Section 6(b).
- (c) <u>Assurance Statement</u>. Each of the School and the Company covenant that at all times during the Term it shall be in compliance with the terms contained in the Assurance Statements provided by the New Jersey Office of Special Education Policy and Procedure, as may be amended, supplemented or otherwise modified from time to time.
- (d) Compliance with Laws. The parties are, and at all times shall be, in compliance with all laws, including, without limitation, (i) all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its related regulations, including any and all requirements regarding privacy and security of health information; and (ii) New Jersey Administrative Code (N.J.A.C.) 6A:14 (Special Education); Individuals with Disabilities Education Improvement Act 2004 (IDEA); N.J.A.C. 6A:32-7.3 et seq. (Student Records); Section 504 of the Rehabilitation Act of 1973; New Jersey Statutes Annotated (N.J.S.A.) 18A:46A-1 et seq. (Chapter 192, Laws of 1977); N.J.S.A. 18A:46-19.1 et seq. (Chapter 193, Laws of 1977); N.J.A.C. 6A:9 (Professional Licensure and Standards); and N.J. Department of Law and Public Safety statutes and regulations governing licensed occupations. Without limiting the generality of the foregoing, each party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to carry out the terms of this Agreement.
- (e) <u>Provider Information</u>. Prior to any Provider commencing Services hereunder, the Company shall provide the School with a copy of such Provider's professional license (if applicable), school certification(s) (if applicable), and CHR fingerprint documentation.

- (f) Access to Books and Records. To the extent applicable under Section 1861 of the Social Security Act, as amended, the Company and the School agree that, upon request made in accordance with applicable law and regulations, the Comptroller General of the United States, the United States Department of Health and Human Services, and the duly authorized representatives of the foregoing, shall be given access to this Agreement and all books, documents and records of the Company and the School that are necessary to verify the nature and extent of the costs to the School of Services rendered by the Company hereunder. Such access shall be given from the Effective Date until the date that is four (4) years after the termination of this Agreement. In the event any request for a party's books, documents and records is made pursuant to this section, such party shall notify the other party, shall promptly provide a copy of such request and shall promptly provide a copy of each book, document and record to the other party and shall grant the other party access thereto for review and reproduction.
- (g) <u>Further Assurances</u>. Following the Effective Date, each party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

## 7. <u>Indemnification; Limitation of Liability</u>.

- (a) <u>Indemnification</u>. The School shall defend, indemnify and hold harmless the Company, its affiliates and their respective members, stockholders, partners, directors, managers, officers, employees, consultants and other agents (each, a "<u>Company Indemnitee</u>" and collectively, the "<u>Company Indemnitees</u>") from and against all judgments, damages, liabilities, settlements, assessments, losses, deficiencies, obligations, actions, awards, costs and expenses, whether or not arising out of third-party claims (including, without limitation, interest, penalties, reasonable attorneys' fees and expenses, and all reasonable amounts paid in investigation, defense, or settlement of any of the foregoing) (collectively, "<u>Damages</u>"), asserted or assessed against, incurred or sustained by or imposed upon the Company Indemnitees arising from, based upon or relating to (i) the performance or nonperformance of Services under this Agreement, unless such Damages are caused by the gross negligence or willful misconduct of a Company Indemnitee in the performance or nonperformance of the Services, or (ii) the School's breach of its representations and warranties.
- (b) <u>Limitation of Liability</u>. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, LIABILITY FOR INDEMNIFICATION, OR LIABILITY FOR BREACH OF <u>SECTION 6(a)</u>, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND

(C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID TO THE COMPANY DURING THE IMMEDIATELY PRECEDING YEAR.

## 8. Miscellaneous.

- <u>Independent Contractor Relationship.</u> The Company shall perform (a) the Services as an independent contractor, and this Agreement shall not be construed to create between the parties the relationship of principal and agent, joint-venturers, co-partners, employer and employee, or any other similar relationship, the existence of which is expressly denied by each party. It is agreed that any person employed by the Company to perform the Services hereunder shall not be deemed to be an employee of the School, and the Company and the Company's subcontractors, agents or representatives shall not be, or represent themselves to be, officers, employees, agents or representatives of the School and shall not bind, or attempt to bind, the School to any agreement, liability or obligation of any nature. Anything herein to the contrary notwithstanding, the parties hereby acknowledge and agree that the School shall have no right to control the manner, means, or method by which the Company performs the Services. Rather, the School shall be entitled only to direct the Company with respect to the elements of Services to be performed by the Company, to inform the Company as to where and when such Services shall be performed, and to review and assess the performance of such Services by the Company for the limited purposes of assuring that such Services have been performed.
- (b) Entire Agreement and Headings. This Agreement, including all schedules and Exhibits attached hereto, shall constitute the entire agreement between the parties as it relates to the subject matter contained herein and supersedes any prior agreement or understanding between the parties relating hereto. This Agreement shall only be modified in writing by mutual agreement of both parties. The headings used in this Agreement are for convenience of reference only and do not form a part hereof and shall not in any way modify, interpret or construe the intent of the parties.
- (c) <u>Amendment</u>. No provision of this Agreement may be amended, modified or waived unless such amendment or modification is agreed to in writing by both parties.
- (d) <u>No Waiver; Remedies Cumulative</u>. No delay or omission by either party hereto in exercising any right or power hereunder will impair such right or power or be construed to be a waiver thereof. A waiver by either party of any provisions hereof or of any breach hereunder must be in writing signed by the waiving party and will not be construed to be a waiver of any prior or subsequent breach of such provision or of any other provisions herein contained. Except as otherwise provided in this Agreement,

all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

- (e) <u>Definitions</u>. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in <u>Exhibit B</u> attached hereto and made a part hereof.
- (f) <u>Assignment</u>. Neither party shall have the right to assign or otherwise transfer, delegate or subcontract its rights or obligations under this Agreement except with the prior written consent of the other party and any prohibited assignment shall be null and void.
- (g) <u>Severability</u>. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement, which shall remain in full force and effect.
- (h) <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding upon the parties hereto and each of their respective successors and permitted assigns.
- (i) <u>No Third Party Beneficiary Rights</u>. Nothing express or implied in this Agreement is intended or shall be interpreted to create or confer any rights, remedies, obligations or liabilities whatsoever in any third party.
- (j) <u>Notices</u>. All notices and other communications hereunder shall be validly given or made if in writing and shall be deemed to have been duly given (a) upon receipt if delivered by hand or (b) on the business day after being delivered postage-prepaid to a nationally recognized overnight delivery service, addressed to the Company or the School at such address indicated above, or to such other address or addresses as a party hereto may from time to time designate to the other in writing.
- (k) <u>Dispute Resolution</u>. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof (each, a "<u>Dispute</u>"), shall be submitted for negotiation and resolution to the President of the Company (or to such other person of equivalent or superior position designated by the Company in a written notice to the School) and the Link Community Charter School (or to such other person of equivalent or superior position designated by the School in a written notice to the Company), by delivery of written notice (each, a "<u>Dispute Notice</u>") from either of the parties to the other party. Such persons shall negotiate in good faith to resolve the Dispute. If the Parties cannot resolve any Dispute within thirty (30) days after delivery of the applicable Dispute Notice, either party may file suit in a court of competent jurisdiction in accordance with the provisions of <u>Section 8(k)</u>.
- (l) <u>Governing Law; Jurisdiction</u>. This Agreement shall be governed by and construed in accordance with applicable provisions of New Jersey law without regard to its conflict of law principles, and each party hereby consents to the exclusive

jurisdiction of the state and federal courts located in New Jersey for purposes of all actions commenced to construe or enforce this Agreement. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts located in the State of New Jersey, or, if such courts do not have subject matter jurisdiction, the state courts of the State of New Jersey located in the County of Union, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

- Mutual Waiver of Jury Trial. THE COMPANY AND THE School (m) EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE COMPANY AND THE School EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER WILL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.
- (n) <u>Counterparts</u>. The parties may execute this Agreement in multiple counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. The parties may deliver executed signature pages to this Agreement by facsimile or email transmission.

(Signature page follows)

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

COM	PANY:
UNIT	ED THERAPY SOLUTIONS, INC.
By:	
Name	:Marie Fein
Title:	President/CEO
Prog	ram:
LINK	COMMUNITY CHARTER
By:	
	:Leslie Baynes
Title:	Chief Financial Officer
Ву:	
Name	:Maria Paradiso
Title:	Head of Schools

## Schedule A

## Services

- The Company agrees to make Providers available to the School as requested and reasonably necessary to perform Services during the Term in accordance with the mutually agreed upon schedule for each School set forth in writing by the Company and the School.
- The School shall provide to the Company a list of students along with their individualized education program ("<u>IEP</u>") prior to start of Service provision and as may be updated during the school year.
- When and to the extent required for compliance with student IEPs, each Provider shall furnish present levels of academic and functional performance and other necessary information and establish annual goals and objectives for each student.
- Providers shall administer screenings and evaluations as directed by the child study team. All evaluations shall include written reports summarizing the evaluation and consultations with teachers, case managers, and family members.
- Providers shall complete progress reports according to district guidelines.
- Providers shall maintain Daily Documentation.
- The School and the Company acknowledge and agree that Providers may deliver non-IEP Mandated Services. Providers may also have Open Slots from time to time, which, for the avoidance of doubt, shall be paid in accordance with the Fees.
- Provider shall use reasonable efforts to reschedule any student sessions canceled due to Provider's failure to attend a session prior to the end of the respective school year.
- Providers may offer consultation services, including, inter alia, meeting with any
  member of the CST, to implement services to meet the goals and objectives for
  any student. Consultations may include a Provider's participation in
  interdisciplinary meetings.

## Schedule B

## Schools and locations

Assignments to In/Out of district placements as determined by school personnel and assigned caseload.

## Schedule C

## <u>Fees</u>

The parties agree that the following amounts shall be paid for the respective services provided:

**Virtual Occupational Therapy Services** at a rate of \$105.00 (one hundred five dollars) per 45 (forty-five) minute session; a minimum of one forty-five session per week; commencing on or about October 10, 2022 and ending approximately June 30, 2023.

Services stated can be extended upon mutual agreement of both parties.

Evaluations are billable when testing or report drafting time is not included in a Provider's schedule, as approved by the School.

For the avoidance of doubt, when a Provider is scheduled to implement a Service, but the student(s) is/are unavailable or unable to attend (for any reason, including, *inter alia*, student's absence from school, classroom conflict, nursing need, etc.), the School will be billed in accordance with the above fees. In these instances, Provider will make reasonable efforts to conduct make-up sessions and/or other district-required activities (see "Open Slots", Exhibit B).

## Exhibit A

## Form Billing Log

## Exhibit B

## **Defined Terms**

As used in this Agreement, the following terms shall have the following meanings:

- Consultations- IEP and non-IEP mandated indirect services rendered by a Provider.
- <u>Daily Documentation</u>- documentation that is part of the delivery and billing of Services (including, but not limited to, daily notes as required by state licensing boards, attendance/tracking logs, SEMI documentation, related service logs (district specific) and daily time sheets).
- Hourly Services service time rendered by a Provider, in 60 minute intervals.
- Non IEP Mandated Services discipline specific professional services that are not specifically mandated in a student's IEP or 504 Plan and which may include but are not limited to: screenings, informal consultations, RTI intervention, meeting attendance that have not been defined in the IEP as a part of a student's service record but are necessary in the ongoing care and service of a student, classroom groups and assistance, lunch group or duty coverage.
- Open Slots- Openings in a Provider's schedule which are unassigned to an IEP mandated activity and are typically reserved for caseload growth over the course of a school year. These openings may also be due to scheduling constraints caused by district scheduling restrictions (i.e., lunch, student schedules/activities). A Provider can also use this time onsite to accomplish paperwork and provide non-IEP mandated services, as requested and appropriate. Paperwork includes but is not limited to drafting reports, progress reports, emails or other written correspondence with teachers, case managers and/or parents that may be associated with consultations or treatment plans. Openings in the schedule can also be used to account for other billable items or district directed activities.
- OT Services direct or indirect, IEP or non-IEP mandated services rendered by an OT.
- PT Services direct or indirect, IEP or non-IEP mandated services rendered by a PT.
- ST Services- direct or indirect, IEP or non-IEP mandated services rendered by an SLS.
- SW Services- direct or indirect, IEP or non-IEP mandated services rendered by an SW.
- <u>LDTC Services</u>- direct or indirect, IEP or non-IEP mandated services rendered by an LDTC.
- <u>PSYCH Services</u>- direct or indirect, IEP or non-IEP mandated services rendered by a PSYCH.
- <u>CNSL Services</u>- direct or indirect, IEP or non-IEP mandated services rendered by a CNSL.

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Delayed Opening
Vacation/Holiday
Emergency Closing EC Emergency Closing
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GM Gross Motor Grp
SM Sensory Motor Grp
ADL/Self-help Grp Sensory Motor Grp ADL/Self-help Grp 18 School Closings ED Early Disr 17 16 00 15 Paperwork (minimum time noted)
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AR Writing AR (30+ min)
PR Progress Reports (10+ min)
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Consult (CM, email, phone, et) T
Equipment Research/Ordering T
Augmentive Comm. Dev. 10 Indirect (30' unless otherwise noted) Meetings (time noted in log)

IEP meeting

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# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:

UNITED THERAPY SOLUTIONS, INC.

Trade Name:

Address:

141 SOUTH AVE, SUITE 6

FANWOOD, NJ 07023

Certificate Number:

1365093

Effective Date:

November 16, 2006

Date of Issuance:

April 28, 2021

For Office Use Only:

20210428083729155

## Form W-9

(Rev. November 2017) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	I Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
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	2 Business name/disregarded entity name, if different from above											
65	United Therapy Solutions					_						
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- 1	Fanwood, New Jersey 07023		li .									
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## HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP



## Certificate of Insurance OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 6/14/2022

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER 018098	BRANCH 970	PREFIX HPG	POLICY NUMBER 0298808399	POLICY PERIOD From: 07/09/22 to 07/09/23 at 12:01 AM Standard Time	<b>-</b> - <u>:</u>
Named Insure	ed and Addre	ss:		Program Administered by:	
141 South	NJ 07023-12		Code:	Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpso.com Insurance Provided by:	
	nal Therapis	t Firm	80721	American Casualty Company of Reading, Pennsylvania	_'
12	Cosmetic Pro		55121	151 N. Franklin Street Chicago, IL 60606	

ы	Olessional	Liability		
15	Vous profession	al liability limita abay	um abaus instruda	the fellow

each claim \$ 3,000,000 \$ 1,000,000 aggregate

Good Samaritan Liability

\* Malplacement Liability

\* Personal Injury Liability

Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit

Coverage Ex	ctensions
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\$ 25,000	per proceeding	\$ 25,000	aggregate
\$ 1,000	per day limit	\$ 25,000	aggregate
\$ 10,000	per deposition	\$ 10,000	aggregate
\$ 25,000	per incident	\$ 25,000	aggregate
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\$ 25,000	per incident	\$ 25,000	aggregate
\$ 25,000	per incident	\$ 25,000	aggregate
	\$ 1,000 \$ 10,000 \$ 25,000 \$ 25,000 \$ 10,000 \$ 10,000 \$ 25,000	\$ 1,000 per day limit \$ 10,000 per deposition \$ 25,000 per incident \$ 25,000 per person \$ 10,000 per incident \$ 10,000 per incident \$ 25,000 per incident	\$ 1,000 per day limit \$ 25,000 \$ 10,000 per deposition \$ 10,000 \$ 25,000 per incident \$ 25,000 \$ 25,000 per person \$ 100,000 \$ 10,000 per incident \$ 10,000 \$ 10,000 per incident \$ 10,000 \$ 25,000 per incident \$ 25,000

### **General Liability**

General Liability Fire & Water Legal Liability Personal Liability \$1,000,000 each claim / \$3,000,000 aggregate

Included in the GL limit shown above subject to \$250,000

Total \$ 21,945.46

Base Premium \$ 21882.00

Surcharge \$ 63.46

Local Tax \$0.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)

Chairman of the Board

Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

**Endorsement Date:** 

Master Policy: 188711433

aggregate sublimit

CNA93692 (11-2018)

### **POLICY FORMS & ENDORSEMENTS**

The following are the policy forms and endorsements that apply to your current professional liability policy.

#### COMMON POLICY FORMS & ENDORSEMENTS

FORM #	FORM NAME
G-121500-D (04-08)	Common Policy Conditions
G-121501-C (07-01)	Occurrence Policy Form
CNA94164 (11-18)	Amendment Definition of Claim Endorsement
G-145184-A (06-03)	Policyholder Notice - OFAC Compliance Notice
G-147292-A (03-04)	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15564 (10-09)	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565 (03-10)	Healthcare Providers Professional Liability Assault Coverage
GSL17101 (02-10)	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424NJ (07-09)	Services to Animals - New Jersey
GSL13425 (05-09)	Business Owner Coverage Extension Endorsement
CNA80052 (10-14)	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
	New Jersey Cancellation and Non-Renewal
CNA81753 (03-15)	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758 (01-21)	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011 (04-15)	Related Claims Endorsement
CNA79575 (07-14)	Exclusion of Cosmetic Procedures
CNA79516 (10-14)	Enterprise Privacy Protection
CNA89026 (05-17)	Media Expense Coverage
G-121504-C (07-01)	
	))Additional Insured General Liability
G-123828-B (07-01)(09	
G-141235-A (07-01)	Additional General Liability Locations

## PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance

Guaranty Association.

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement

Foundation Program Fund and the Local Tax is the KY Local Government Premium Tax.

As required by 806 Ky. Admin Regs. 2:100, this Notice is to advise you that a surcharge has been applied to your insurance premium and is separately itemized on the Declarations page or billing

instrument attached to your policy, as required KRS. §136.392.

For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association

- 2022 Regular Assessment.

Form #:CNA93692 (11-2018) Named Insured: United Therapy Solutions, Inc.

Master Policy #: 188711433 Policy #: 0298808399

#### Renewal - No Expansion Model

Note: School did not offer Grade 2 in FY23 or Grade 1 in FY22.

	FINAL	Current MAX	Actual 10/15/2022					
	2021-22	2022-23	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
PK3								
PK4								
K	24.7	50	39	50	50	50	50	50
1		50	36	50	50	50	50	50
2				50	50	50	50	50
3								
4								
5	52.3	50	53	50	50	50	50	50
6	80.6	50	53	50	50	50	50	50
7	82.2	80	80	80	80	80	80	80
8	79.3	80	78	80	80	80	80	80
9								
10								
11								
12								
Total	319.1	360	339	410	410	410	410	410
Less PK	0	0	0	0	0	0	0	0
Max w no f	319.1	360	339	410	410	410	410	410

#### Alternate/Reduction/Expansion Chart Template

	FINAL	Current MAX	Actual 10/15/2022					
	2021-22	2022-23	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
PK3								
PK4								
K	24.7	50	39	50	50	50	50	50
1		50	36	50	50	50	50	50
2				50	50	50	50	50
3					50	50	50	50
4						50	50	50
5	52.3	50	53	50	50	50	50	50
6	80.6	50	53	50	50	50	50	50
7	82.2	80	80	50	50	50	50	50
8	79.3	80	78	80	50	50	50	50
9								
10								
11								
12								
Total	319.1	360	339	380	400	450	450	450
Less PK	0	0	0	0	0	0	0	0
Max w no l	319.1	360	339	380	400	450	450	450

ATTENDEES: Ms. K. Hester

Mr. J. Key

Mrs. M. Paradiso

Mrs. R. Clarke-Avignant

➤ Mrs. Paradiso opened the meeting by reporting on the following:

## TOPIC 1. Link Community Charter School – November 7, 2022, State Renewal Visit.

- 1.1 The initial feedback has been positive from the State team. There were 7 officials in attendance making up teams that reviewed finance, the charter school office, the interim director, data analyst
- 1.2 The State teams met with the Link Board of Trustees, Link Parents, Link Students, and Link Staff. They were impressed by the number of parents who attended.
- 1.3 When meeting with teachers, they first met with teachers in a general setting and then with educator specialists, data and administrative educators, and special education educators.
- 1.4 The State team paid attention to the school environment, and they visited some classes, as well as the morning circle. Ms. Hester added that their classroom visits did not last more than the first five minutes of a lesson at a time. The officials did not stay long enough in the classes to observe the bulk of the lessons.
- 1.5 It is expected that an official decision regarding renewal will be communicated on February 1, 2023. The decision will take the

form of one of the following: renewal as is, renewal with growth, denied, or renewal with probation. The full report will be communicated 6-8 weeks after the February 1 decision.

1.6 A strong case for expansion was put forth. Link's previous request was to add Kindergarten and 1<sup>st</sup> grade in the first year, and 2<sup>nd</sup> grade in the second year, and whereby in the 1<sup>st</sup> year the 5<sup>th</sup> grade would be reduced to 50 students and in the 2<sup>nd</sup> year the 6<sup>th</sup> grade would be reduced to 50 students. The State's assumption was that in the first 3 years, the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade students remain at 80 students. In order to do the latter, an amended request for expansion would have to be submitted. This model of expansion presents the following challenges:

- 1.6.1 The question of whether Link has the right team in place to address the skills gap that 30 new students in the 7<sup>th</sup> grade would present.
- 1.6.2 The limitations of space to house these additional students. There is currently enough space to adjust for those numbers however adequate space in the cafeteria and gym will pose a problem.
  - 1.6.2.1 Possible space solutions are to build in the park adjacent to the school or an exploration of renting existing facilities elsewhere. However, there are not many available options currently available with existing buildings in Newark. There is one building previously held by another charter school which is currently available and that can be potentially ready for a move-in date of September 2023.
  - 1.6.2.2 Révelle Clarke-Avignant asked whether space can be explored in the other Essex County districts, namely Orange, East Orange or Irvington.

Mrs. Paradiso responded that there would be significant push back from those districts if Link attempted to expand into those towns.

- Jeffrey Key asked whether the available 1.6.2.3 building that is currently being explored would have sufficient space for any future expansion. Mrs. Paradiso answered that the building in question would allow for current expansion plans and/or there would be sufficient space for the addition of a PreK 3 and PreK 4 program. The Department of Education was keen to have Link explore the addition of PreK 3 and PreK when Link applied for the expansion to K-4 Program. 4. Mrs. Paradiso clarified that this would be difficult for Link to roll out because of the need to hire a new team of staff for such programs. Mrs. Paradiso, however, acknowledged that Link's ability to do so would help influence the State's decision to allow Link's first outline for expansion.
- 1.6.2.4 Any building that is currently being considered, if acquired, would likely be purchased by Link Education Partners and rented to Link Community Charter School.
- 1.6.2.5 Another possible solution to address the need for more space could come from public funding-there is talk of funding for charter schools for building acquisition, renovation. The legislature has begun hearing testimony on addressing facility needs of charter schools.

Ms. Hester continued with her report on the following:

## **TOPIC 2.** General update

- 2.1 The first quarter has now ended, and report cards will be issued for grades 5<sup>th</sup> 8<sup>th</sup> in the week commencing November 14. Kindergarten and 1<sup>st</sup> grades will have parent/teacher conferences in the building to help parents understand the standards-based reporting system of the Kindergarten and 1<sup>st</sup> grade report cards.
- 2.2 There are no new staffing changes of note besides one new paraprofessional appointment in the 8<sup>th</sup> grade, who is also a Link alumna. There are two upcoming interviews for teaching and paraprofessional positions.
- 2.3 Link is working with Seton Hall University to have student teachers come in on a 10-12 week assignment, where student teachers work 1 hour per week for the duration of the assignment. These appointments would be focused in social studies and groups of 3-5 teachers, and would last from January 30 May 5 with 2-3 student teachers at a time.
- 2.4 Thursday November 17<sup>th</sup>, 2022, will be a full day of personal development. Every content area will have specific training. All training will be virtual due to the work that is scheduled to be undertaken in the building.
  - 2.4.1 Kindergarten and 1<sup>st</sup> grade training will be on Illustrative Math. 5<sup>th</sup> to 8<sup>th</sup> grade will have Eureka Math training. Science will be doing the Elevate System with Pearson Training. Social Studies will have Turn Key training. The Arts will have virtual training through NJPAC. Physical Education and

\_\_\_\_\_

Health will have 2<sup>nd</sup> grade Physical Education training. ELA will focus on interventions for Tier II students.

2.5 On December 7<sup>th</sup>, Link will host a Family Write Night which will focus on sessions using fun activities with a focus on writing. Families are welcomed to bring other children, family members. A light dinner will be provided.

## **TOPIC 3. Other business**

- Jeffrey Key communicated that he is exploring an artist in residency partnership with Link with a possible application during the 2023 – 2024 school year. This partnership can be of interest to the Link Arts program or as a future elective.

## Questions/Discussions:

With no additional topics for discussion, Mrs. Clarke-Avignant called the meeting to an end and thanked all who attended.

## Agenda 11/09/22 Governance Committee Meeting

- Revision of P 2464/R 2464 Gifted and Talented Students (M)
  - The school staff will continue working on the development of the policy and program with the plan to release something in January for the board to review.
- School Renewal Update
  - o The school engaged in part two of the renewal process − the state visit − on Monday, November 7<sup>th</sup>
  - The school prepared for the visit with meetings with stakeholder groups and preparation of a number of binders.
  - A team of individuals from the NJ Charter School Office, NJDOE, and Essex County Education Offices spent the day at Link visiting classes, meeting with a variety of stakeholders and reviewing documents.
  - While they will not issue their decision on renewal or their report detailing their findings until next February and March respectively, they did share some high level feedback:
  - Link is faithful to its mission
  - Link implements its key design elements
  - The school is financially sound and has a stable business office
  - The school feels like a family
  - Students have opportunities for exposure to the arts, extracurricular activities and Core Values, setting Link apart from other schools
  - The team at Link has prioritized the school environment

The one critical area of feedback was a challenge to be more consistent in the use of varied instructional practices and the implementation of our key design elements:

- robust elementary school program
- strong and comprehensive middle school program
- positive school culture
- inclusive education
- immersion in the arts
- personal development and social emotional learning

- exposure beyond the traditional classroom
- placement in competitive high schools
- social justice

Every single member of our team contributed to today's success! And, it was important to have our board members present. A special thank you to Richard Marshall, Katilin Barkely, Brenda Daughtry, and Revelle Clarke-Avignant for joining us at various points today.

## • Building Opportunity

O There is a potential site for consideration as a second facility in Newark – the former site of University Heights Charter School. Link Education Partners is exploring the opportunity. There are some barriers associated with the bidding process but LEP is working to gather more information and will keep LCCS apprised of this opportunity.

## LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

Bylaws 0155/Page 1 of 4 BOARD COMMITTEES

## 0155 BOARD COMMITTEES

### A. Establishment

The Board of Trustees may appoint such standing committees and/or ad hoc committees as it thinks necessary for the effective governing of Link Community Charter School. Minutes of each committee meeting should be taken and submitted to the Secretary of the Board within two weeks of the meeting date.

## B. Standing Committees

Each standing committee shall have a charge specific to its permitted activities and such charges shall be incorporated into the charter school policy manual. The function of any committee so established shall be fact-finding, deliberative, and advisory to the Board of Trustees. Committees shall not have authority to take legislative or administrative actions, nor to adopt policies for the school. The Chairperson of the Board of Trustees shall be an ex officio member of each committee. The Head of School of Link Community Charter School shall be an ex officio member of each committee, except where his/her evaluation, tenure, or salaries are to be deliberated. The Chairperson of the Board of Trustees and the Head of School, in their roles of ex officio members of each committee, shall not count towards a quorum for such committee meetings. Standing committees may include:

## 1. Governance Committee

Prior to the annual meeting each year, the Officers of the Board of Trustees shall select, based on skill set and interest to serve, a Governance Committee from the membership of the Board of no less than one voting Trustee and appointed non-voting committee members. The members of the Governance Committee shall serve for a term of one year, with the possibility of being asked to serve on this same committee the following year. It shall be the duty of the Governance Committee to receive names in nomination and to prepare a slate of nominees for the election to the Board and as Officers at the annual meeting. The Board may place additional names in nomination at the annual meeting. The Governance Committee shall also be responsible to receive names in nomination for election to the Board when there is a Board vacancy during the year. The Governance Committee is also responsible for conducting Board orientation for new Trustees, and ensuring that Trustees meet any training requirements of the New Jersey School Board Association. Additionally,



## LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

Bylaws 0155/Page 2 of 4 BOARD COMMITTEES

this committee will review policies and bylaws amendments and additions before presentation to the Board as a whole.

#### 2. Education Committee

The Officers of the Board of Trustees shall select, based on skill set and interest to serve, an Education Committee from the membership of the Board. The members of the Education Committee shall be composed of at least one voting Trustee and appointed non-voting committee members. The Education Committee shall serve for a term of one year, with the possibility of being asked to serve on this same committee the following year. It will assist the Head of School with his/her academic responsibilities, acting as resource persons in whatever way possible. The Education Committee will also be responsible for advising the Head of School in setting measurable academic goals and monitoring and reporting to the Board on goal attainment. The Principal will serve as ex-officio, non-voting members of this committee.

## 3. Finance and Facilities Committee

The Officers of the Board of Trustees shall select, based on skill set and interest to serve, a Finance and Facilities Committee from the membership of the Board. The members of the Finance and Facilities Committee shall consist of at least one voting Trustee, one of whom is the Treasurer, and appointed non-voting committee members. The Finance and Facilities Committee shall serve for a term of one year, with the possibility of being asked to serve on this same committee the following year. The Committee makes recommendations to the Board on matters of financial administration, including annual operating and capital budgets, major financial transactions, and oversight of property maintenance. It may carry on other functions as assigned by the Board of Trustees. The School Business Administrator/Board Secretary and the Chief Operating Officer shall be ex-officio, non-voting members of the Finance Committee.

## 4. Community Engagement Committee

The Officers of the Board of Trustees shall select, based on skill set and interest to serve, a Community Engagement Committee from the membership of the Board and from among the stakeholders of the school, including but not limited to parents, alumni, and representatives from partner organizations. The members of Community Engagement Committee shall consist of at least one Trustee and



## LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

Bylaws 0155/Page 3 of 4 BOARD COMMITTEES

appointed non-voting committee members. The Community Engagement Committee shall serve for a term of one year, with the possibility of being asked to serve on this same committee the following year. The Committee will be responsible for community outreach and engagement and for fundraising aligned with the mission of the organization and consistent with the activities permitted to be carried out by an organization exempt from Federal income tax under section 501 (c) (3) of the Internal Revenue law. The Head of School and the Director of Communications shall be ex-officio, non-voting members of the Community Engagement Committee.

### 5. Grievance Committee

In accordance with New Jersey law (N.J.S.A. 18A:36A-15), the Board of Trustees shall establish a Grievance Committee comprised of both parents and teachers to make non-binding recommendations to the Board of Trustees concerning the disposition of complaints. The Grievance Committee will be a six member committee of three parents and three teachers selected by their peers. Terms of service will be for one year, and the committee will be elected annually before the start of each school year.

The Committee will investigate complaints and make non-binding recommendations to the parties involved and to the Board concerning the disposition of the complaint. The Committee must meet within seven business days of the complaint submission date to open an investigation. Testimony will be taken in investigating the complaint. Upon completion of its investigation, the Committee will prepare and submit a written, non-binding recommendation to the parties involved within a reasonable timeframe, usually fourteen days. If the parties choose not to accept the recommended course of action, they may appeal to the Board of Trustees. The Board may uphold the Grievance Committee's recommendation, or make another recommendation. Ultimately, parties may seek legal remedy if they remain unsatisfied or appeal the decision to the Commissioner of Education.

This process will be outlined in the student, parent, and employee handbooks.

## C. Non-Trustee Committee Members on Standing Committees

In addition to sitting Trustees who have voting power on the Board, standing committees may also have participating non-trustee committee members from the



## LINK COMMUNITY CHARTER SCHOOL BOARD OF TRUSTEES

Bylaws 0155/Page 4 of 4 BOARD COMMITTEES

community, which may include faculty, staff, advisors, and other stakeholders. As paid employees, staff and faculty may not have voting powers; however, in order to ensure stakeholder representation in school business they will be recruited as working members of each standing committee of the Board.

## D. Temporary Ad Hoc Committees

The Board of Trustees will have the power to form temporary or ad hoc committees to address specific projects or challenges. These temporary or ad hoc committees shall have a charge specific to permitted activities and that charge shall include the date on which the committee is to present its final report to the Board of Trustees and be dissolved.

Members of ad hoc committees shall be drawn from the Board and from those parents and staff of the school community who indicate interest in serving on the ad hoc committee and from such others as may be deemed appropriate by the Board of Trustees. Ad hoc committees shall be made up of no less than three and no more than nine members. One such temporary committee is the Personnel Committee, which shall be activated by the Board from time to time to and shall function as follows:

#### 1. Personnel Committee

The Personnel Committee shall consist of at least three members and will be established as needed to advise the Head of School on hiring plans, compensation packages, etc.). The members of the Personnel Committee shall serve for a term of one year, with the possibility of being asked to serve on this same committee the following year. The Committee may carry on other functions as assigned by the Board of Trustees.

Adopted: 26 March 2014 Revised: 19 October 2015 Revised: 10 December 2018





## **Finance & Facilities Committee Report**

### November 14, 2022

#### I. Financial Review

### a. Treasurer's Report:

As of October 31, 2022, total operating cash on hand \$1,130,659
 Net \$74,962.11 in uncleared vendor payments.

#### **Bank Accounts**

General Fund \$995,367.18

All school operations expenses paid from General Fund & Special Revenue fund; rent, utilities, salaries, employee benefits, insurance, supplies & Title 1

• Charter Escrow \$75,000

State mandated security account

• Enterprise Fund \$23,536.87

Food services expenses, includes payroll labor & food purchases. Funding includes NSLP subsidies

Payroll \$54,882.50

All salary expenses. Employee checks are drawn on this account.

Payroll Agency \$50,698.71

Employee contributions to benefit premiums, Pension, vision, dental & health insurances and flexible spending account

Student Activities \$12,952.60

Student activities, aftercare

Unemployment \$25.00

### b. Secretary's Report:

- i. As of October 31, 2022
  - \$1,879,205 in expenses have been paid
  - \$4,050,618 in encumbrances are pending request for payment
  - o \$756,794 remains unencumbered

## **Charter School Grant Update**

The fourth round of Charter School Grant reimbursement was received 11/10/22 in the amount of \$127,289. This reimbursement Included staff salaries and benefits, professional development for 1<sup>st</sup> grade teachers, classroom furniture, classroom supplies for 1<sup>st</sup> grade students, curriculum development for 1<sup>st</sup> grade and staff and student recruitment materials and advertisements.

To date we have received \$473,173 from the CSP grant.

The 2022-23 budget was submitted and approved. The budget total request was \$474,858. Included it the budget are salaries and benefits for staff associated with the lower school program. Professional development for lower school teachers and support staff. Furniture and technology, books, manipulatives and supplies for our 2<sup>nd</sup> Grade program. Curriculum research and development for our 1<sup>st</sup> and 2<sup>nd</sup> grades. A significant campaign for student and staff recruitment will be funded by this budget approximately 25% will be allocated to student and staff recruitment.

## **Facilities**

Work on the heating system to replace a section of underground steam pipes is scheduled to take place over Thanksgiving break.

Report of the Secretary to the Link Community Charter School  $\,$  General Fund - Fund 10 FY2023 Data is Posted to 10/31/2022

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## **Interim Balance Sheet**

## ASSETS AND RESOURCES

	ABBETS AND RESOURCES				
ASSETS		Ф	1.005.605.61		
101 Cash in checking account 102-106 Other cash equivalents		\$ \$	1,005,605.61 75,000.00		
Total cash		Ψ	73,000.00	\$	1,080,605.61
111 Investments				\$	0.00
114 Investment interest receivable				\$	0.00
121 Tax levy receivable				\$	4,304,388.24
Accounts receivable					
132 Interfund		\$	39,345.59		
141 Intergovernmental - state		\$	283,320.00		
142 Intergovernmental - federal		\$	0.00		
<ul><li>143 Intergovernmental - other</li><li>153 Other Accounts Receivable</li></ul>		\$ \$	$0.00 \\ 0.00$		
133 Other Accounts Receivable		Φ	0.00	\$	322,665.59
Loans receivable				Ψ	322,003.37
131 Interfund		\$	0.00		
151 Other Loans Receivable		\$	0.00		
			_	\$	0.00
199 Other current assets				\$	0.00
RESOURCES					
301 Estimated revenues (from adjusted budget)		\$	6,311,314.00		
302 Less: revenues collected or accrued		\$	(6,177,698.54)		
TOTAL AGGETS AND DESOLIBOES				\$	133,615.46
TOTAL ASSETS AND RESOURCES				\$	5,841,274.90
	LIABILITIES AND FUND EQUITY				
LIABILITIES					
401 Interfund loans payable				\$	0.00
402 Interfund accounts payable				\$	0.00
411 Intergovernmental accounts payable - state				\$	0.00
412 Intergovernmental accounts payable - federal				\$	0.00
413 Intergovernmental accounts payable - other				\$	0.00
<ul><li>421 Accounts payable</li><li>422 Judgments payable</li></ul>				\$ \$	(359,121.52) 0.00
430 Compensated absences payable				\$	0.00
431 Contracts payable				\$	0.00
451 Loans payable				\$	0.00
461 Accrued Salaries and Benefits				\$	16,487.79
481 Deferred revenues				\$	0.00
499 Other current liabilities				\$	0.00
Total liabilities				\$	(342,633.73)

3,997,695.63

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Appropriated:	
753 Reserve for encumbrances - current year	

754 Reserve for encumbrances - prior year			\$ 0.00	
760 Other reserves			\$ 1,704,050.12	
771 Designated Fund Balance			\$ 0.00	
772 Designated Fund Balance - ARRA/SEMI			\$ 0.00	
601 Appropriations		\$ 6,314,249.16		
602 Less: expenditures	\$ 1,831,455.49			
603 Less: encumbrances	\$ 3,997,695.63	\$ (5,829,151.12)	\$ 485,098.04	
Appropriations less expenditures		 <u> </u>	 	\$ 6,186,843.79

## Unappropriated:

Appropriations less expenditures

770 Fund Balance, July 1, 2022	\$ 0.00	
303 Less: budgeted fund balance	\$ (2,935.16)	
Unappropriated fund balance		\$ (2,935.16)
Total fund equity		\$ 6,183,908.63

## TOTAL LIABILITIES AND FUND EQUITY

RECAPITULATION OF FUND BALANCE - CURRENT YEAR ACTIVITY	Budgeted	Actual	Variance
Appropriations	\$ 6,314,249.16	\$ 5,829,151.12	\$ 485,098.04
Less: Revenues	\$ (6,311,314.00)	\$ (6,177,698.54)	\$ (133,615.46)
Subtotal	\$ 2,935.16	\$ (348,547.42)	\$ 351,482.58
Less: adjustment to appropriations for Prior Year Encumbrances	\$ 0.00	\$ 0.00	\$ 0.00
Total current year budgeted fund balance	\$ 2,935.16	\$ (348,547.42)	\$ 351,482.58
Add: Unappropriated fund balance			\$ (2,935.16)
Total of budgeted and unappropriated fund balance			\$ 348,547.42

5,841,274.90

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Revenues	<u>/Sources</u>	of	Fund	S

Acct Group	<u>ces of Funds</u> Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	(45,064.84)	48,000.00	2,935.16	(348,547.42)	351,482.58
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	5,432,284.00	0.00	5,432,284.00	5,452,477.54	(20,193.54)
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	879,030.00	0.00	879,030.00	725,221.00	153,809.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		6,266,249.16	48,000.00	6,314,249.16	5,829,151.12	485,098.04

## Fund 11 (Current Expense Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Instructional Expens	se	2,948,576.33	(72,500.00)	2,876,076.33	687,925.65	2,045,901.35	142,249.33	0.00
Administrative		2,126,354.19	72,500.00	2,198,854.19	750,297.09	1,232,375.89	216,181.21	0.00
Support Services		1,143,818.64	48,000.00	1,191,818.64	386,210.25	719,248.39	86,360.00	0.00
	Grand Totals for fund 11:	6,218,749.16	48,000.00	6,266,749.16	1,824,432.99	3,997,525.63	444,790.54	0.00

## Fund 12 (Capital Outlay Fund)

Account Group	Group Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
Capital Outlay		47,500.00	0.00	47,500.00	7,022.50	170.00	40,307.50	0.00
	Grand Totals for fund 12:	47,500.00	0.00	47,500.00	7,022.50	170.00	40,307.50	0.00
Grand Tota	als for all Subfunds of Fund 10:	6,266,249.16	48,000.00	6,314,249.16	1,831,455.49	3,997,695.63	485,098.04	0.00

Acct Group	<u>nary</u> Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Recap	From Recap of Fund Balance	(45,064.84)	48,000.00	2,935.16	(348,547.42)	351,482.58
10-1200-000-0	11 Equalization/Lcl Lvy Aid-Local	805,712.00	0.00	805,712.00	805,712.00	0.00
10-1200-000-0	12 Equalization/Lcl Lvy Aid-State	4,566,572.00	0.00	4,566,572.00	4,566,572.00	0.00
10-1510-000-0	23 Interest	0.00	0.00	0.00	0.00	0.00
10-1900-000-0	23 Other Sources	0.00	0.00	0.00	0.00	0.00
10-1920-000-0	23 Contributions/Donations	60,000.00	0.00	60,000.00	60,000.00	0.00
10-1920-001-0	23 Fundraising	0.00	0.00	0.00	0.00	0.00
10-1980-000-0	23 Refund of Prior Yr Exp	0.00	0.00	0.00	0.00	0.00
10-1990-000-0	23 Miscellaneous Revenue	0.00	0.00	0.00	20,193.54	(20,193.54)
10-3100-000-0	12 Equalization/Lcl Lvy Aid-State	0.00	0.00	0.00	0.00	0.00
10-3130-000-0	15 Categorical Aid - Spec Ed	268,905.00	0.00	268,905.00	268,905.00	0.00
10-3177-000-0	16 Categorical Security Aid	172,996.00	0.00	172,996.00	172,996.00	0.00
10-3190-000-0	21 Other Unrestricted State Aid	283,320.00	0.00	283,320.00	283,320.00	0.00
10-3195-000-0	21 Consolidated Aid	0.00	0.00	0.00	0.00	0.00
10-3902-000-0	00 FICA/TPAF Reimbursement	153,809.00	0.00	153,809.00	0.00	153,809.00
10-4210-000-0	23 Federal Charter School Grant	0.00	0.00	0.00	0.00	0.00
Grand Totals		6,266,249.16	48,000.00	6,314,249.16	5,829,151.12	485,098.04

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## **Minimum Expense General Ledger Report**

Fund 11 (Current Expense Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
11-110-100-101	Kindergarten - Sal of Teachers	442,999.40	(72,500.00)	370,499.40	0.00	360,000.00	10,499.40	0.00
11-120-100-101	Grade 5 Teacher	304,561.02	0.00	304,561.02	0.00	304,561.02	0.00	0.00
11-130-100-101	Grade 7-8 Teacher	1,502,206.75	0.00	1,502,206.75	523,832.63	978,374.12	0.00	0.00
11-190-100-106	Oth Sal for Inst	0.00	0.00	0.00	0.00	0.11	(0.11)	0.00
11-190-100-320	Purch Prof Svcs	281,750.16	0.00	281,750.16	81,969.65	152,882.44	46,898.07	0.00
11-190-100-610	General Supplies	63,390.00	0.00	63,390.00	19,540.50	27,081.30	16,768.20	0.00
11-190-100-640	Textbooks	47,450.00	0.00	47,450.00	2,800.00	34,587.70	10,062.30	0.00
11-190-100-890	Miscellaneous Expense	54,000.00	0.00	54,000.00	6,710.50	3,200.00	44,089.50	0.00
11-200-100-101	Special Education Teacher	212,219.00	0.00	212,219.00	27,004.34	185,214.66	0.00	0.00
11-421-100-105	Stipends	40,000.00	0.00	40,000.00	26,068.03	0.00	13,931.97	0.00
Instructional Exp	ense	2,948,576.33	(72,500.00)	2,876,076.33	687,925.65	2,045,901.35	142,249.33	0.00
11-000-230-100	Salaries	1,079,286.05	0.00	1,079,286.05	282,043.32	797,242.73	0.00	0.00
11-000-230-300	Purch Prof/Tech Svc	70,490.00	0.00	70,490.00	59,331.38	8,006.25	3,152.37	0.00
11-000-230-331	Judgements Against Charters	35,000.00	0.00	35,000.00	9,458.66	18,276.34	7,265.00	0.00
11-000-230-332	Audit Fees	20,000.00	0.00	20,000.00	0.00	0.00	20,000.00	0.00
11-000-230-530	Communications/Telephone	34,585.00	0.00	34,585.00	8,172.18	18,427.82	7,985.00	0.00
11-000-230-590	Other Purchased Services (400-500 Series)	68,800.00	0.00	68,800.00	15,043.49	14,395.01	39,361.50	0.00
11-000-230-610	Supplies & Materials	7,000.00	0.00	7,000.00	0.00	500.00	6,500.00	0.00
11-000-230-890	Miscellaneous Expense	2,400.00	0.00	2,400.00	528.00	972.00	900.00	0.00
11-000-291-230	Benefits - SS & Medicare	278,531.39	0.00	278,531.39	100,478.84	178,052.55	0.00	0.00
11-000-291-232	Benefits - NJ State Pension	124,816.00	0.00	124,816.00	0.00	0.00	124,816.00	0.00
11-000-291-250	State Unemployment Ins	55,502.00	0.00	55,502.00	1,366.24	54,135.76	0.00	0.00
11-000-291-260	Benefits - Workman's Comp	32,300.00	0.00	32,300.00	11,312.00	20,988.00	0.00	0.00
11-000-291-270	Benefits - Health Insurance	314,343.75	0.00	314,343.75	189,530.28	118,612.13	6,201.34	0.00
11-000-291-290	Benefits - FlexSpending Fees	3,300.00	72,500.00	75,800.00	73,032.70	2,767.30	0.00	0.00
Administrative		2,126,354.19	72,500.00	2,198,854.19	750,297.09	1,232,375.89	216,181.21	0.00
11-000-216-300	Purch Prof/Tech Svc	71,000.00	0.00	71,000.00	20,000.00	20,000.00	31,000.00	0.00
11-000-240-110	Supp Svs - Salaries	322,388.64	0.00	322,388.64	75,249.24	247,139.40	0.00	0.00
11-000-240-500	Other Purchased Services (400-500 Series)	201,820.00	0.00	201,820.00	51,363.96	132,096.04	18,360.00	0.00
11-000-262-441	Rental of Land & Bldgs	352,000.00	48,000.00	400,000.00	166,666.65	233,333.35	0.00	0.00
11-000-262-520	Insurance	81,260.00	0.00	81,260.00	57,046.81	10,649.19	13,564.00	0.00
11-000-262-610	Supplies & Materials	23,800.00	0.00	23,800.00	2,408.99	591.01	20,800.00	0.00
11-000-262-620	Energy Costs	86,550.00	0.00	86,550.00	12,733.43	73,816.57	0.00	0.00
11-000-262-890	Miscellaneous Expense	5,000.00	0.00	5,000.00	741.17	1,622.83	2,636.00	0.00
Support Services		1,143,818.64	48,000.00	1,191,818.64	386,210.25	719,248.39	86,360.00	0.00
	Grand Totals for fund 11:	6,218,749.16	48,000.00	6,266,749.16	1,824,432.99	3,997,525.63	444,790.54	0.00
F 110 (C	4.10.4 E 1)		,	. , ,	. , ,	, , ,	, -	-

Fund 12 (Capital Outlay Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
12-000-100-730 In	structional Equipment	47,500.00	0.00	47,500.00	7,022.50	170.00	40,307.50	0.00
Capital Outlay		47,500.00	0.00	47,500.00	7,022.50	170.00	40,307.50	0.00
	Grand Totals for fund 12:	47,500.00	0.00	47,500.00	7,022.50	170.00	40,307.50	0.00
Grand Totals t	for all Subfunds of Fund 10:	6,266,249.16	48,000.00	6,314,249.16	1,831,455.49	3,997,695.63	485,098.04	0.00

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

Bima Baje, Bus Adm/Bd Sec

11/12/22 Date Report of the Secretary to the Link Community Charter School Special Revenue Fund - Fund 20

FY2023 Data is Posted to 10/31/2022 at 8:41:42PM

## **Interim Balance Sheet**

## ASSETS AND RESOURCES

	ASSETS AND RESOURCES			
ASSETS				
101 Cash in checking account		\$ (84,199.87)		
102-106 Other cash equivalents Total cash		\$ 0.00	\$	(84,199.87)
111 Investments			\$	0.00
114 Investment interest receivable			\$	0.00
121 Tax levy receivable			\$	0.00
Accounts receivable			Ψ	0.00
132 Interfund		\$ 230,293.75		
141 Intergovernmental - state		\$ (174,106.30)		
142 Intergovernmental - federal		\$ (121,155.00)		
143 Intergovernmental - other		\$ 0.00		
153 Other Accounts Receivable		\$ 0.00		
			\$	(64,967.55)
Loans receivable				
131 Interfund		\$ 0.00		
151 Other Loans Receivable		\$ 0.00		
100.01			\$	0.00
199 Other current assets			\$	0.00
RESOURCES				
301 Estimated revenues (from adjusted budget)		\$ 0.00		
302 Less: revenues collected or accrued		\$ 0.00		
			\$	0.00
TOTAL ASSETS AND RESOURCES			\$	(149,167.42)
			_	(-12,-27112)
LIABILITIES	LIABILITIES AND FUND EQUITY			
401 Interfund loans payable			\$	0.00
402 Interfund accounts payable			\$	0.00
411 Intergovernmental accounts payable - state			\$	0.00
412 Intergovernmental accounts payable - federal			\$	0.00
413 Intergovernmental accounts payable - other			\$	0.00
421 Accounts payable			\$	(60,718.27)
422 Judgments payable			\$	0.00
430 Compensated absences payable			\$	0.00
431 Contracts payable			\$	0.00
451 Loans payable			\$	0.00
481 Deferred revenues			\$	0.00
499 Other current liabilities			\$	0.00
Total liabilities			\$	(60,718.27)

TOTAL LIABILITIES AND FUND EQUITY

FY2023 Data is Posted to 10/31/2022	ter benot	or special rev	ciide i		Page:	2 Printed: 11/12	2/2022	at 8:41:42PM
FUND EQUITY								
Appropriated:					Φ.	60.201.05		
753 Reserve for encumbrances - current year					\$	68,301.85		
754 Reserve for encumbrances - prior year					\$	0.00		
760 Other reserves					\$	0.00		
771 Designated Fund Balance					\$	0.00		
601 Appropriations			\$	372,268.00				
602 Less: expenditures	\$	88,449.15						
603 Less: encumbrances	\$	68,301.85	\$	(156,751.00)	\$	215,517.00		
Appropriations less expenditures	<u></u>				-		\$	283,818.85
Unappropriated:								
770 Fund Balance, July 1, 2022					\$	0.00		
303 Less: budgeted fund balance					\$	(372,268.00)		
Unappropriated fund balance					-	()	\$	(372,268.00)
Total fund equity							<u>¢</u>	(88,449.15)
Total fulla equity							φ	(00,749.13)

(149,167.42)

FY2023 Data is Posted to 10/31/2022 at 8:41:42PM

Revenues/Sources	of Funds
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Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Unrealized Under/(Over)
Info Only	Revenue Req'd to Balance	372,268.00	0.00	372,268.00	156,751.00	215,517.00
52xx	From Transfers	0.00	0.00	0.00	0.00	0.00
1xxx	From Local Sources	0.00	0.00	0.00	0.00	0.00
2xxx	From Intermediate Sources	0.00	0.00	0.00	0.00	0.00
3xxx	From State Sources	0.00	0.00	0.00	0.00	0.00
4xxx	From Federal Sources	0.00	0.00	0.00	0.00	0.00
5xxx	From Other Sources	0.00	0.00	0.00	0.00	0.00
Grand Totals		372,268.00	0.00	372,268.00	156,751.00	215,517.00

## Fund 20 (Special Revenue Fund)

Account Group	Group Title	Original Bgt	Original Bgt New App/Trnsf Revised Bgt Expenditures Encumbrances A		Avail Balance	Refunds		
Title IA - Improvi	ng Basic Pgms	241,091.00	0.00	241,091.00	64,366.48	466.52	176,258.00	0.00
IDEA Part B		81,177.00	0.00	81,177.00	4,668.54	40,331.46	36,177.00	0.00
ESSER II		0.00	0.00	0.00	0.00	1,989.00	(1,989.00)	0.00
Charter Grant		50,000.00	0.00	50,000.00	19,414.13	25,514.87	5,071.00	0.00
	Grand Totals for fund 20:	372,268.00	0.00	372,268.00	88,449.15	68,301.85	215,517.00	0.00

Revenues Summ	<u>ary</u>					Unrealized
Acct Group	Group Title	Budgeted Est.	Transfers	Adj. Budget	Act to Date	Under/(Over)
Info Only	Revenue Req'd to Balance	372,268.00	0.00	372,268.00	156,751.00	215,517.00
20-3257-000-00	00 SDA Emerg. Needs & Cap. Maint.	0.00	0.00	0.00	0.00	0.00
20-4411-231-03	32 Title I	0.00	0.00	0.00	0.00	0.00
20-4413-234-03	32 Title I C/O	0.00	0.00	0.00	0.00	0.00
20-4415-260-03	32 Title VI	0.00	0.00	0.00	0.00	0.00
20-4416-261-03	32 Title VI C/O	0.00	0.00	0.00	0.00	0.00
20-4421-250-03	32 IDEA	0.00	0.00	0.00	0.00	0.00
20-4422-251-03	32 IDEA C/O	0.00	0.00	0.00	0.00	0.00
20-4451-270-03	32 Title II A	0.00	0.00	0.00	0.00	0.00
20-4452-272-03	32 Title II D	0.00	0.00	0.00	0.00	0.00
20-4453-271-03	32 Title II C/O	0.00	0.00	0.00	0.00	0.00
20-4471-280-03	32 Title IV	0.00	0.00	0.00	0.00	0.00
20-4473-281-03	32 Title IV C/O	0.00	0.00	0.00	0.00	0.00
20-4475-290-03	32 Title V	0.00	0.00	0.00	0.00	0.00
20-4530-000-00	00 CARES Act	0.00	0.00	0.00	0.00	0.00
20-4531-000-00	00 Digital Divide	0.00	0.00	0.00	0.00	0.00
20-4534-000-00	00 CRRSA Act - ESSER II	0.00	0.00	0.00	0.00	0.00
20-4535-000-00	00 CRRSA Act - ESSER II	0.00	0.00	0.00	0.00	0.00
20-4536-000-00	00 CRRSA - Mental Health Grant	0.00	0.00	0.00	0.00	0.00
20-4537-000-00	00 ACSERS Program	0.00	0.00	0.00	0.00	0.00
20-4540-000-00	00 ARP-ESSER	0.00	0.00	0.00	0.00	0.00
20-4541-000-00	00 ESSER-Accel Lrn Coach&Ed Sup	0.00	0.00	0.00	0.00	0.00
20-4542-000-00	00 ESSER Summer Learn&Enrich Ac	0.00	0.00	0.00	0.00	0.00
20-4543-000-00	00 ESSER-Cmpr Beyond Sch Day Ac	0.00	0.00	0.00	0.00	0.00
20-5000-000-03	35 Link Education Partners	0.00	0.00	0.00	0.00	0.00
20-6000-000-	Special Education Grant	0.00	0.00	0.00	0.00	0.00
20-6000-000-00	00 Charter School Grant	0.00	0.00	0.00	0.00	0.00
Grand Totals		372,268.00	0.00	372,268.00	156,751.00	215,517.00

Report of the Secretary to the Link Community Charter School Special Revenue Fund - Fund 20

FY2023 Data is Posted to 10/31/2022

## **Minimum Expense General Ledger Report**

Fund 20 (Special Revenue Fund)

Expend. Account #	Account Title	Original Bgt	New App/Trnsf	Revised Bgt	Expenditures	Encumbrances	Avail Balance	Refunds
20-231-100-100	Title I Sal for Inst	0.00	0.00	0.00	38,853.00	0.00	(38,853.00)	0.00
20-231-100-300	Purchased Services	200,000.00	0.00	200,000.00	3,480.00	0.00	196,520.00	0.00
20-231-100-600	Supplies	41,091.00	0.00	41,091.00	22,033.48	466.52	18,591.00	0.00
Title IA - Improvi	ng Basic Pgms	241,091.00	0.00	241,091.00	64,366.48	466.52	176,258.00	0.00
20-250-200-300	Professional Services	81,177.00	0.00	81,177.00	4,668.54	40,331.46	36,177.00	0.00
IDEA Part B		81,177.00	0.00	81,177.00	4,668.54	40,331.46	36,177.00	0.00
20-483-100-101	Instruction- Sal of Teacher	0.00	0.00	0.00	0.00	1,989.00	(1,989.00)	0.00
ESSER II		0.00	0.00	0.00	0.00	1,989.00	(1,989.00)	0.00
20-500-100-600	Supplies	50,000.00	0.00	50,000.00	19,414.13	25,514.87	5,071.00	0.00
Charter Grant		50,000.00	0.00	50,000.00	19,414.13	25,514.87	5,071.00	0.00
	Grand Totals for fund 20:	372,268.00	0.00	372,268.00	88,449.15	68,301.85	215,517.00	0.00

Pursuant to N.J.A.C. 6A:23A-16.10(c)3, I certify that as of the date of this report no budgetary line item account has encumbrances and expenditures which in total exceed the line item appropriation in violation of 6A:23A-16.10(a).

Bima Baje, Bus Adm/Bd Sec

11/12/22

Date

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## REPORT OF THE TREASURER TO THE BOARD OF TRUSTEES LINK COMMUNITY CHARTER SCHOOL ALL FUNDS

## FOR THE MONTH ENDING OCTOBER 31, 2022

		CASH REPORT							
FUNDS		(1) Beginning Cash Balance	(2) Cash Receipts/Transfers This Month	(3) Cash Disbursements/Transfers This Month	(4) Ending Cash Balance (1) + (2) - (3)				
1	GOVERNMENTAL FUNDS  General Fund - Fund 10 - Operating	\$ 986,881.53	\$ 878,062.00	\$ 859,337.92	\$ 1,005,605.61				
2	Charter Escrow	75,000.00	-	-	\$ 75,000.00				
2	Special Revenue Fund - Fund 20	(93,825.16)	50,325.00	40,699.71	(84,199.87)				
3	Total governmental funds (Lines 1 thru 2) ENTERPRISE FUND	968,056.37	928,387.00	900,037.63	996,405.74				
4	Food Service	23,536.87	-	-	23,536.87				
	Total Enterprise funds (Lines 4) TRUST & AGENCY FUNDS	23,536.87	-	-	23,536.87				
5	Payroll Account	(115,973.41)	593,717.32	423,861.41	53,882.50				
6	Payroll Agency	28,049.98	55,511.36	39,705.13	43,856.21				
7	Unemployment	25.00	-	-	25.00				
8	Student Activity Account	12,952.60	-	-	12,952.60				
9	Total Trust & Agency Funds (Lines 5 thru 8)	(74,945.83)	649,228.68	463,566.54	110,716.31				
10	Total All Funds (Lines 3, 4 and 9)	\$ 916,647.41	\$ 1,577,615.68	\$ 1,363,604.17	\$ 1,130,658.92				

Prepared and Submitted By:

	11/12/22
Leslie Baynes	Date
Chief Operating Officer	

## LINK COMMUNITY CHARTER SCHOOL RECONCILIATION OF BOARD SECRETARY'S REPORT (A-148) AND TREASURER'S REPORT (A-149) FOR THE MONTH ENDING OCTOBER 31, 2022

Fund	_		
10.101	General fund - Regular Account	\$	1,005,605.61
10.106	Charter Escrow		75,000.00
20.101	Special Revenue Fund		(84,199.87)
60.101	Enterprise Fund		23,536.87
90.101	Payroll Account		53,882.50
90.103	Unemployment		25.00
91.101	Agency Account		43,856.21
95.101	Student Activity Account		12,952.60
		-	_
Total Boa		1,130,658.92	
Total Fund		1,130,658.92	
Difference		\$	

## LINK COMMUNITY CHARTER SCHOOL TD Bank OPERATING ACCOUNT - 430-2520237 FOR THE MONTH ENDING OCTOBER 31, 2022

	<u>BANK</u>	BOOKS G/FUND	<u>s</u>	BOOKS S/REVENUE	1	BOOKS TOTAL
BALANCE BEG. OF MONTH	\$ 971,219.07	\$ 986,881.53	\$	(93,825.16)	\$	893,056.37
Additions Deposits	928,387.00	878,062.00		50,325.00		928,387.00
Total Receipts	 928,387.00	878,062.00		50,325.00		928,387.00
<u>Deductions</u> Cash Disbursements	904,238.22	859,337.92		40,699.71		900,037.63
Total Disbursements	904,238.22	859,337.92		40,699.71		900,037.63
BALANCE END OF MONTH	995,367.85					
RECONCILIATION						
LessOutstanding checks Deposit in transit	73,962.11					
ADJUSTED BALANCE END OF MONTH	\$ 921,405.74	\$ 1,005,605.61	\$	(84,199.87)	\$	921,405.74

The following checks are outstanding after this statement period:

<b>Date</b>	Check #	<u>Vendor</u>	<b>Amount</b>	<b>Comment</b>
09/11/2020	03779	RESOURCES FOR EDUCATORS	\$0.00	Prior Year Check
01/07/2021	03897	City of Newark Division of Water	\$560.65	Prior Year Check
03/04/2021	03968	Gordon & Rees	\$1,537.00	Prior Year Check
05/10/2021	04061	Window Repair Systems, Inc.	\$8,610.00	Prior Year Check
02/23/2022	04472	E.A. Services Corporation	\$0.00	Prior Year Check
08/06/2021	04144	AT&T Mobility	\$7,992.97	Prior Year Check
03/14/2022	04470	La Hermosa Church	\$500.00	Prior Year Check
06/08/2022	04555	AT&T Mobility	\$7,682.19	Prior Year Check
08/16/2022	04660	Worrall Communications Newspapers, Inc.	\$53.84	
09/12/2022	04700	Intersection Media LLC	\$15,850.00	
10/05/2022	04718	Educational Service Commission of New Jers	\$20,000.00	
10/13/2022	04732	Zoom Video Communications	\$5,180.00	
10/16/2022	04737	Gordon & Rees	\$2,472.00	
10/16/2022	04742	Waste Management of New Jersey, Inc.	\$1,013.46	
10/16/2022	04753	Nine 11 Communications Group	\$2,510.00	

The total of all checks outstanding this period: \$73,962.11

No Journal Entries remain outstanding after this period.



LINK COMMUNITY CHARTER SCHOOL INC GENERAL FUND ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114

Page: 1 of 9 Statement Period: Oct 01 2022-Oct 31 2022 4302520237-719-E-\*\*\* Cust Ref #: Primary Account #: 430-2520237

## **TD Business Premier Checking**

LINK COMMUNITY CHARTER SCHOOL INC

Account # 430-2520237

ACCOUNT SUMMARY			
Beginning Balance	511,250.40	Average Collected Balance	427,533.11
Deposits	878,062.00	Interest Earned This Period	0.00
Electronic Deposits	50,325.00	Interest Paid Year-to-Date	0.00
		Annual Percentage Yield Earned	0.00%
Checks Paid	372,857.58	Days in Period	31
Electronic Payments	531,380.64	•	
Ending Balance	535,399.18		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

D					
Deposits POSTING DATE	DESCRIPTION				AMOUNT
10/05	DEPOSIT				326,147.50
10/28	DEPOSIT				326,147.50
10/28	DEPOSIT				210,767.00
10/28	DEPOSIT				15,000.00
				Subtotal:	878,062.00
Electronic De					
POSTING DATE	DESCRIPTION				AMOUNT
10/27	CCD DEPOS	IT, ST OF NEW JERSEY E	ST OF NEW JERSEY EFT PAYMT 46561448700		
				Subtotal:	50,325.00
Checks Paid	No. Checks: 48	*Indicates break in serial sequence	e or check processed electronic	cally and listed under Electroni	c Payments
DATE	SERIAL NO.	AMOUNT	DATE	SERIAL NO.	AMOUNT
10/03	4690	291.66	10/25	4713	5,531.50
10/04	4699*	3,480.00	10/18	4714	527.17
10/14	4705*	1,184.35	10/17	4715	4,735.00
10/12	4706	16,673.75	10/31	4716	6,120.00
10/05	4708*	13,035.29	10/19	4717	8,001.63
10/05	4709	711.00	10/19	4719*	716.94
10/21	4710	3,010.50	10/20	4720	1,277.50
	4711	5,692.50	10/17	4721	4,167.14

10/17

4722

253.30

9,937.60

4712

10/18

## How to Balance your Account

### Begin by adjusting your account register 1. Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance	535,399.18
2 Total Deposits	+
Sub Total	
Total Withdrawals	-
G Adjusted	

Page:

2 of 9

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS	
Total Deposits		2	

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		4

## FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer. telephone the bank immediately at the phone number listed on the front of your statement or write to

#### TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

## **STATEMENT OF ACCOUNT**

LINK COMMUNITY CHARTER SCHOOL INC

Page: 3 of 9
Statement Period: Oct 01 2022-Oct 31 2022
Cust Ref #: 4302520237-719-E-\*\*\*
Primary Account #: 430-2520237

DAILY ACCOU		*Indicates break in serial sequenc	o or about proposed destart	cally and listed warder Claster	ia Daymonts
Checks Paid DATE	SERIAL NO.	*Indicates break in serial sequenc AMOUNT	e or check processed electronic  DATE	cally and listed under Electron  SERIAL NO.	ic Payments  AMOUN
10/18	4723	38,269.16	10/24	4740	128.49
10/19	4724	18,750.00	10/31	4741	774.84
10/20	4725	2,685.00	10/24	4743*	7,461.25
10/20	4726	12,676.00	10/25	4744	18,655.99
10/18	4727	3,269.03	10/24	4745	745.18
10/19	4728	614.50	10/26	4746	30,210.77
10/17	4729	3,175.37	10/26	4747	10,607.40
10/25	4730	297.67	10/27	4748	978.00
10/24	4731	601.00	10/26	4749	12,786.40
10/24	4733*	40.16	10/20	4750	240.00
10/26	4734	847.08	10/26	4751	205.09
10/26	4735	81.90	10/24	4752	255.70
10/20	4736	78,666.66	10/27	4754*	39,905.00
10/31	4738*	144.94	10/25	4755	3,858.00
10/25	4739	22.15	10/24	4756	558.02
				Subtotal:	372,857.58
Electronic Pa	ayments				,
POSTING DATE		l .			AMOUNT
10/04		ebit, Online Xfer CK 4301373885			168,675.07
10/04		ebit, Online Xfer CK 4301373893			18,465.40
10/14		ebit, Online Xfer CK 4301373885			154,013.82
10/14	eTransfer D Transfer to	ebit, Online Xfer CK 4301373893			18,447.98
10/31	eTransfer D Transfer to	ebit, Online Xfer CK 4301373885			153,180.39
10/31		ebit, Online Xfer CK 4301373893			18,597.98
				Subtotal:	531,380.64
DAILY BALAN	ICE SUMMARY				
DATE		BALANCE	DATE		BALANCE
09/30		511,250.40	10/20		254,457.58
10/03		510,958.74	10/21		251,447.08
10/04		320,338.27	10/24		235,964.78



## **STATEMENT OF ACCOUNT**

LINK COMMUNITY CHARTER SCHOOL INC

Page: 4 of 9 Statement Period: Oct 01 2022-Oct 31 2022 Cust Ref #: 4302520237-719-E-\*\*\* Primary Account #: 430-2520237

DAILY BALANCE SU	MMARY		
DATE	BALANCE	DATE	BALANCE
10/05	632,739.48	10/25	207,599.47
10/12	616,065.73	10/26	152,860.83
10/14	442,419.58	10/27	162,302.83
10/17	430,088.77	10/28	714,217.33
10/18	378,085.81	10/31	535,399.18
10/19	350,002.74		





P.O. Box 1001 Iselin, NJ 08830-1001

Address Service Requested

00009622 MPBNJDDA110122090843 01 00000000 0000000 002
LINK COMMUNITY CHARTER SCHOOL INC
23 PENNSYLVANIA AVE
NEWARK NJ 07114-2007

Account Number
Statement Date
Statement Thru Date
Check/Items Enclosed
Page

1127000464 10/31/2022 10/31/2022 0

## **Customer Support**



Contact us by Phone 800.448.7768



Visit Us Online www.Provident.Bank

## RELATIONSHIP SUMMARY AND CURRENT STATEMENT ACTIVITY

Account TypeAccount NumberBalanceBUSINESSADVANTAGE CKNG1127000464\$459,968.67

BUSINESSADVANTAGE CKNG Account Number: 1127000464

Account Owner(s): LINK COMMUNITY CHARTER SCHOOL INC

## Balance Summary

 Beginning Balance as of 10/01/2022
 \$459,968.67

 + Deposits and Credits (0)
 \$0.00

 - Withdrawals and Debits (0)
 \$0.00

 Ending Balance as of 10/31/2022
 \$459,968.67

 Service Charges for Period
 \$0.00

 Average Balance for Period
 \$459,968.00

## PROMOTIONS AND OFFERS

## WE FOCUS ON PAYROLL SO YOU CAN FOCUS ON YOUR BUSINESS.

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INSURANCE PRODUCTS ARE: NOT FDIC INSURED – MAY GO DOWN IN VALUE – NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY – NOT BANK GUARANTEED – NOT A DEPOSIT

#### ELECTRONIC FUND TRANSFER ACT DISCLOSURES

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone our Customer Contact Center at 1.800.448.PROV (7768) or write us at Provident Bank P.O. Box 1001, Iselin, NJ 08830-1001 ATTN: Card Management Operations Dept. as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. When contacting us, please:

- Tell us your name and account number (if any);
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account

For errors involving new accounts, point-of-sale, or foreign-initiated transactions we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

#### PREAUTHORIZED TRANSFERS/CREDITS TO YOUR ACCOUNT

If you have arranged to have direct deposits or other preauthorized electronic transfers made to your account at least once every sixty (60) days from the same person or company, you can call us at 1.800.448.PROV (7768) to find out whether or not the deposit/transfer has been made.

#### PREAUTHORIZED TRANSFERS FROM YOUR ACCOUNT AND NOTICE OF VARYING AMOUNTS

Preauthorized electronic fund transfer from your account may be authorized only by a written request signed by you. If these regular preauthorized transfers vary in amount, the designated payee should provide you with a written notice of the amount and date the transfer is scheduled to be made at least ten (10) calendar days before the scheduled date of the transfer.

#### STOP PAYMENTS ORDERS AND LIABILITY FOR FAILURE TO STOP PAYMENTS

If you have told us in advance to make regular payments out of your account, you can stop payment on any of these payments. Here's how. Call us at 1.800.448.PROV (7768) for all stop payment requests or write us at Provident Bank P.O. Box 1001, Iselin, NJ 08830-1001 ATTN: Card Management Operations Dept. We must receive your request at least three (3) business days before the payment is scheduled to be made. The best way to stop a payment is by calling us first. If you call, we maybe also require you to confirm your request in writing at the address previously noted within fourteen (14) days after your call. We will charge you a fee for each stop-payment order. If you tell us to stop payment on a preauthorized transfer from your account in accordance with these procedures and we do not do so, we will be liable for any direct losses or damages you can prove.

#### TRUTH-IN-LENDING ACT DISCLOSURES

#### HOW WE DETERMINE THE BALANCE ON WHICH YOUR FINANCE CHARGE IS CALCULATED

We figure the Finance Charge in your account by applying the DAILY PERIODIC RATE to the "Average Daily Balance" of your account, including current transactions. To get the "Average Daily Balance", we take the beginning balance of your account each day, add any new advances of credit, and then subtract any payments or credits. This gives us the daily balance. We then add up all the daily balances for the Billing Cycle and divide the total by the number of days in that same Billing Cycle. This gives us the "Average Daily Balance" Once the Average Daily balance is determined, we then calculate the Finance Charge on your account by: (i) multiplying the Average Daily Balance by the applicable DAILY PERIODIC RATE; and (ii) multiplying the results by the number of days in the Billing Cycle.

#### BILLING RIGHTS SUMMARY: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at Provident Bank, P.O. Box 1002, Iselin, NJ 08830-1002 ATTN: Loan Servicing Dept. as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us at 1.800.448.PROV (7768), but doing so will not preserve your rights.

In your letter, give us the following information:

(1) Your name and account number,

То

- (2) The dollar amount of the suspected error,
  - Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

#### IMPORTANT INFORMATION FOR LINE OF CREDIT CUSTOMERS

Payments received at Provident Bank, P.O. Box 617, Newark, NJ 07101-0617 will be credited to your account on the day received. Payments presented at Provident branch locations will be credited promptly, but credit may be delayed for up to five (5) calendar days after receipt.

Reconcile Your Account, Just Follow The Procedure Outlined Below:				tstanding checks	
				Check Am	nount
			Check Number	Dollars	Cents
1.	Enter: Ending Balance as shown on this statement		\$	\$	
2.	Enter: Total deposits not credited to this statement period (if any).		\$		
3.	Add: Total of #1 and #2 above.	Total	\$		
4.	Enter: Total outstanding checks from column at right.		\$		
5.	Subtract: Amount in#4 minus "Total" from #3 above.	Balance	\$		
	Balance: Should agree with checkbook after deducting service fees or other charges and/or adding interest earned				
			Total	s	

## LINK COMMUNITY CHARTER SCHOOL TD Bank ACCOUNT #430-6745089 FOR THE MONTH ENDING OCTOBER 31, 2022

	 BANK	 BOOKS
BALANCE BEG. OF MONTH	\$ 75,000.00	\$ 75,000.00
RECEIPTS	0.00	0.00
Total Receipts DISBURSEMENTS	 0.00	0.00
Disbursements	0.00	0.00
Total Disbursements	 0.00	0.00
ADJUSTED BALANCE END OF MONTH	\$ 75,000.00	\$ 75,000.00





E STATEMENT OF ACCOUNT

LINK COMMUNITY CHARTER SCHOOL INC CHARTER ESCROW ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114 Page: 1 of 2
Statement Period: Oct 01 2022-Oct 31 2022
Cust Ref #: 4356745089-717-E-###
Primary Account #: 435-6745089

## **TD Business Convenience Plus**

LINK COMMUNITY CHARTER SCHOOL INC CHARTER ESCROW ACCOUNT

Account # 435-6745089

ACCOUNT SUMMARY			
Beginning Balance	75,000.00	Average Collected Balance	75,000.00
		Interest Earned This Period	0.00
Ending Balance	75,000.00	Interest Paid Year-to-Date	0.00

Annual Percentage Yield Earned 0.00% Days in Period 31

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

## **DAILY ACCOUNT ACTIVITY**

No Transactions this Statement Period

## How to Balance your Account

### Begin by adjusting your account register 1. Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance	75,000.00
Total Deposits	+
Sub Total	
Total Withdrawals	-
S Adjusted	

Page:

2 of 2

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		0

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT	DOLLARS	CENTS
Total Withdrawals		4

## FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer. telephone the bank immediately at the phone number listed on the front of your statement or write to:

#### TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

## LINK COMMUNITY CHARTER SCHOOL TD Bank ACCOUNT #430-1373918 FOR THE MONTH ENDING OCTOBER 31, 2022

		BANK	 BOOKS
BALANCE BEG. OF MONTH	\$	23,536.87	\$ 23,536.87
RECEIPTS		0.00	0.00
Total Receipts DISBURSEMENTS		0.00	 0.00
Disbursements		0.00	0.00
Total Disbursements	_	0.00	 0.00
BALANCE END OF MONTH	\$	23,536.87	\$ 23,536.87
FUND 10 transfer			
Outstanding Check		-	
BALANCE PER BOOKS	\$	23,536.87	\$ 23,536.87





#### Е STATEMENT OF ACCOUNT

LINK COMMUNITY CHARTER SCHOOL INC FOOD SERVICE FUND ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114

Page: 1 of 2 Statement Period: Oct 01 2022-Oct 31 2022 Cust Ref #: 4301373918-717-E-### Primary Account #: 430-1373918

## **TD Business Convenience Plus**

LINK COMMUNITY CHARTER SCHOOL INC FOOD SERVICE FUND ACCOUNT

Account # 430-1373918

ACCOUNT SUMMARY			
Beginning Balance	23,536.87	Average Collected Balance	23,536.87
		Interest Earned This Period	0.00
Ending Balance	23,536.87	Interest Paid Year-to-Date	0.00
•		Annual Percentage Yield Earned	0.00%
		Days in Period	31

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

## **DAILY ACCOUNT ACTIVITY**

No Transactions this Statement Period



## How to Balance your Account

### Begin by adjusting your account register 1. Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

① Ending Balance	23,536.87
Total Deposits	+
Sub Total	
Total Withdrawals	-
S Adjusted	

Page:

2 of 2

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		e

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		4

## FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer. telephone the bank immediately at the phone number listed on the front of your statement or write to:

#### TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
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- · The dollar amount and date of the suspected error

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS

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- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

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FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

## LINK COMMUNITY CHARTER SCHOOL TD Bank ACCOUNT #430-1373900 FOR THE MONTH ENDING OCTOBER 31, 2022

	BANK		BOOKS	
BALANCE BEG. OF MONTH RECEIPTS	\$	25.00	\$	25.00
		0.00		0.00
Total Receipts DISBURSEMENTS		0.00		0.00
Disbursements		0.00		0.00
Total Disbursements		0.00		0.00
ADJUSTED BALANCE END OF MONTH	\$	25.00	\$	25.00





#### Е **STATEMENT OF ACCOUNT**

LINK COMMUNITY CHARTER SCHOOL INC UNEMPLOYMENT TRUST ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114

Page: 1 of 2 Statement Period: Oct 01 2022-Oct 31 2022 4301373900-717-E-\*\*\* Cust Ref #: Primary Account #: 430-1373900

## **TD Business Convenience Plus**

LINK COMMUNITY CHARTER SCHOOL INC UNEMPLOYMENT TRUST ACCOUNT

Account # 430-1373900

ACCOUNT SUMMARY			
Beginning Balance	25.00	Average Collected Balance	25.00
		Interest Earned This Period	0.00
Ending Balance	25.00	Interest Paid Year-to-Date	0.00
•		Annual Percentage Yield Earned	0.00%
		Days in Period	31

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

## **DAILY ACCOUNT ACTIVITY**

No Transactions this Statement Period



## How to Balance your Account

### Begin by adjusting your account register 1. Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance	25.00
Total Deposits	+
€ Sub Total	
<b>₫</b> Total Withdrawals	-
Adjusted	

Page:

2 of 2

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		2

DOLLARS	CENTS
	DOLLARS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		4

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## LINK COMMUNITY CHARTER SCHOOL TD Bank

## PAYROLL ACCOUNT -430-1373885 FOR THE MONTH ENDING OCTOBER 31, 2022

	<b>BANK</b>	<b>BOOKS</b>
BALANCE BEG. OF MONTH RECEIPTS	\$ (114,973.41)	\$ (115,973.41)
Deposits	593,717.32	593,717.32
Total Receipts	593,717.32	593,717.32
Disbursements	423,861.41	423,861.41
Total Disbursements	423,861.41	423,861.41
Balance at End of Month	54,882.50	53,882.50 0.00
Less: Outstanding Checks	1,000.00	
ADJUSTED BALANCE END OF MONTH	\$ 53,882.50	\$ 53,882.50

Schedule of Outstanding Checks:

Employee Name	Date	Date Check # Amount	
		10522	1,000.00
			1,000.00



E STATEMENT OF ACCOUNT

LINK COMMUNITY CHARTER SCHOOL INC PAYROLL ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114 Page: Statement Period: Cust Ref #: Primary Account #: 1 of 3 Oct 01 2022-Oct 31 2022 4301373885-717-E-### 430-1373885

## **TD Business Convenience Plus**

LINK COMMUNITY CHARTER SCHOOL INC PAYROLL ACCOUNT

Account # 430-1373885

ACCOUNT SUMMARY			
Beginning Balance	-114,973.41	Average Collected Balance	41,771.49
Electronic Deposits	592,682.32	Interest Earned This Period	0.00
Other Credits	1,035.00	Interest Paid Year-to-Date	0.00
	,	Annual Percentage Yield Earned	0.00%
Checks Paid	4,212.04	Days in Period	31
Electronic Payments	304,676.90	•	
Other Withdrawals	114,947.47		
Service Charges	25.00		
Ending Balance	54.882.50		

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$35.00	\$35.00

DAILY ACCOU	NT ACTIVITY			
Electronic De	posits			
POSTING DATE	DESCRIPTION			AMOUNT
10/03	ACH RETUR	RNED ITEM, N7728 LINK COMMU DIR DE	P N7728	114,812.47
10/03	ACH RETUR	NED ITEM, N7728 LINK COMMU BILLING	G N7728	420.64
10/04		edit, Online Xfer m CK 4302520237		168,675.07
10/14	ACH DEPOS	SIT, N7728 LINK COMMU REV DIRDEP N	7728	1,579.93
10/14		edit, Online Xfer m CK 4302520237		154,013.82
10/31		edit, Online Xfer m CK 4302520237		153,180.39
			Subtotal:	592,682.32
Other Credits				
POSTING DATE	DESCRIPTION			AMOUNT
10/04	RETURNED	ITEM		1,000.00
10/05	NSF GRACE	FEE REFUND		35.00
			Subtotal:	1,035.00
Checks Paid	No. Checks: 2	*Indicates break in serial sequence or check processed	electronically and listed under Electronic	ic Payments
DATE	SERIAL NO.	AMOUNT		
10/03	10522	1,000.00		

Subtotal: 4,212.04

3,212.04

10523

10/14

## How to Balance your Account

### Begin by adjusting your account register Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance	54,882.50
2 Total Deposits	+
Sub Total	
<ul><li>Total</li><li>Withdrawals</li></ul>	<u>.</u>
6 Adjusted	

Page:

Balance

2 of 3

Total Deposits		Ω
	<del>, ,,, ,,, ,,,, ,,,,,,,,,,,,,,,,,,,,,,</del>	
ON STATEMENT		
DEPOSITS NOT	DOLLARS	CENTS

WITHDRAWALS NOT	DOLLARS	CENTS
	DOLLAND	CLIVIO
ON STATEMENT		

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## STATEMENT OF ACCOUNT

LINK COMMUNITY CHARTER SCHOOL INC PAYROLL ACCOUNT

 Page:
 3 of 3

 Statement Period:
 Oct 01 2022-Oct 31 2022

 Cust Ref #:
 4301373885-717-E-###

 Primary Account #:
 430-1373885

DAILY ACCOUN	TACTIVITY			
Electronic Pays	DESCRIPTION			AMOUNT
10/05	CCD DEBIT, N7728 LINK COMMU FIX N	N7728		420.64
10/14	CCD DEBIT, N7728 LINK COMMU DIR I			104,224.89
10/14	CCD DEBIT, PAYLOCITY CORPOR TAX		45,974.6	
10/14	CCD DEBIT, N7728 LINK COMMU BILL			602.29
10/14	CCD DEBIT, N7728 LINK COMMU BILL			86.83
10/19	CCD DEBIT, PAYLOCITY CORPOR TAX			187.26
10/31	CCD DEBIT, N7728 LINK COMMU DIR I			106,754.00
10/31	CCD DEBIT, PAYLOCITY CORPOR TAX			46,037.61
10/31	CCD DEBIT, N7728 LINK COMMU BILL			388.78
			Subtotal:	304,676.90
Other Withdray	vals			
POSTING DATE	DESCRIPTION			AMOUNT
10/03	OVERDRAFT RET			70.00
10/04	WIRE TRANSFER OUTGOING, Paylocity	/ Corporation		114,812.47
10/04	WIRE TRANSFER FEE			30.00
10/04	OVERDRAFT RET			35.00
			Subtotal:	114,947.47
Service Charge				
POSTING DATE	DESCRIPTION			AMOUNT
10/31	MAINTENANCE FEE			25.00
			Subtotal:	25.00
DAILY BALANCE	ESUMMARY			
DATE	BALANCE	DATE		BALANCE
09/30	-114,973.41	10/14		55,094.76
10/03	-810.30	10/19		54,907.50
10/04	53,987.30	10/31		54,882.50
10/05	53,601.66			•

## LINK COMMUNITY CHARTER SCHOOL

## TD Bank

## Acct# 430-1373893

## FOR THE MONTH ENDING OCTOBER 31, 2022

		<u>BANK</u>	<b>BOOKS</b>
BALANCE BEG. OF MONTH		\$ 31,552.48	\$ 28,049.98
RECEIPTS Deposits /Interests		55,511.36	55,511.36
Total Receipts		55,511.36	 55,511.36
- Cash Disbursements		36,365.13	39,705.13
Balance at End of Month		50,698.71	43,856.21
Outstanding Checks		6,842.50	
ADJUSTED BALANCE END OF MO	NTH_	43,856.21	\$ 43,856.21
Employee Name	Date Check#	Amount	
AXA	1212	3,502.50	
	1221	3,340.00	
		6,842.50	



LINK COMMUNITY CHARTER SCHOOL INC PAYROLL AGENCY ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114

Page: 1 of 3 Statement Period: Oct 01 2022-Oct 31 2022 Cust Ref #: 4301373893-713-E-### Primary Account #: 430-1373893

## **TD Business Simple Checking**

LINK COMMUNITY CHARTER SCHOOL INC PAYROLL AGENCY ACCOUNT

Account # 430-1373893

ACCOUNT SUMMARY			
Beginning Balance	31,552.48	Average Collected Balance	31,972.45
Electronic Deposits	55,511.36	Interest Earned This Period	0.00
·		Interest Paid Year-to-Date	0.00
Checks Paid	5,318.26	Annual Percentage Yield Earned	0.00%
Electronic Payments	31,046.87	Days in Period	31
Ending Balance	50,698.71	·	

Е

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

DAILY ACCOUNT ACTIVITY  Electronic Deposits POSTING DATE DESCRIPTION AMOUNT		
10/14	eTransfer Credit, Online Xfer Transfer from CK 4302520237	18,447.98
10/31	eTransfer Credit, Online Xfer Transfer from CK 4302520237	18,597.98

Subtotal: 55,511.36 \*Indicates break in serial sequence or check processed electronically and listed under Electronic Payments

No. Checks: 1 DATE SERIAL NO. **AMOUNT** 10/18 1220 5,318.26

**Checks Paid** 

Subtotal: 5.318.26

	Gubtot	al. 5,510.20
Electronic Pay	ments	
POSTING DATE	DESCRIPTION	AMOUNT
10/06	CCD DEBIT, DIV OF PENS&BENE TEPS TPAF 000000027743566	16,286.85
10/06	CCD DEBIT, DIV OF PENS&BENE TEPS PERS 000000027743581	10,753.35
10/06	CCD DEBIT, BENEFLEX INC BT1005 000000194015519	149.44
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	358.25
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	358.25
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	358.25
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81

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Ending Balance	50,698.71
Z Total Deposits	+
Sub Total	
Total Withdrawals	-
S Adjusted	

Page:

2 of 3

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
	* \$1 * \$1 * \$1 * \$1	
Total Deposits		2

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS
Total Withdrawals		4

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## **STATEMENT OF ACCOUNT**

LINK COMMUNITY CHARTER SCHOOL INC PAYROLL AGENCY ACCOUNT

Page: 3 of 3
Statement Period: Oct 01 2022-Oct 31 2022
Cust Ref #: 4301373893-713-E-###
Primary Account #: 430-1373893

DAILY ACCOUN	TACTIVITY		
Electronic Payments (continued)			
POSTING DATE	DESCRIPTION	AMOUNT	
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81	
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81	
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81	
10/13	CCD DEBIT, RETIREMENT GROUP DEBIT 316149054500	347.81	

Subtotal: 31,046.87

DAILY BALANCE SUMMARY			
DATE	BALANCE	DATE	BALANCE
09/30	31,552.48	10/14	37,418.99
10/04	50,017.88	10/18	32,100.73
10/06	22,828.24	10/31	50,698.71
10/13	18.971.01		

# LINK COMMUNITY CHARTER SCHOOL TD Bank STUDENT ACTIVITY FUND - 430-1373926 FOR THE MONTH ENDING OCTOBER 31, 2022

	<b>BANK</b>	BOOKS
BALANCE BEG. OF MONTH	\$ 12,952.60	\$ 12,952.60
Receipts Deposits	0.00	0.00
Total	0.00	0.00
Disbursements		
Disbursements	-	-
Total	-	-
Bank Balance	12,952.60	12,952.60
Less: Outstanding checks		-
BALANCE END OF MONTH	\$ 12,952.60	\$ 12,952.60





## E STATEMENT OF ACCOUNT

LINK COMMUNITY CHARTER SCHOOL INC STUDENT ACTIVITY ACCOUNT 23 PENNSYLVANIA AVE NEWARK NJ 07114 Page: 1 of 2
Statement Period: Oct 01 2022-Oct 31 2022
Cust Ref #: 4301373926-713-E-###
Primary Account #: 430-1373926

## **TD Business Simple Checking**

LINK COMMUNITY CHARTER SCHOOL INC STUDENT ACTIVITY ACCOUNT

Account # 430-1373926

ACCOUNT SUMMARY			
Beginning Balance	12,952.60	Average Collected Balance	12,952.60
		Interest Earned This Period	0.00
Ending Balance	12,952.60	Interest Paid Year-to-Date	0.00
•		Annual Percentage Yield Earned	0.00%
		Days in Period	31

Total for this cycle Total Year to Date

Grace Period OD/NSF Refund \$0.00 \$0.00

## **DAILY ACCOUNT ACTIVITY**

No Transactions this Statement Period



# How to Balance your Account

#### Begin by adjusting your account register 1. Your ending balance shown on this as follows:

- Subtract any services charges shown on this statement.
- Subtract any automatic payments, transfers or other electronic withdrawals not previously recorded.
- Add any interest earned if you have an interest-bearing account.
- Add any automatic deposit or overdraft line of credit.
- Review all withdrawals shown on this statement and check them off in your account register.
- Follow instructions 2-5 to verify your ending account balance.

- statement is:
- 2. List below the amount of deposits or credit transfers which do not appear on this statement. Total the deposits and enter on Line 2.
- 3. Subtotal by adding lines 1 and 2.
- 4. List below the total amount of withdrawals that do not appear on this statement. Total the withdrawals and enter on Line 4.
- 5. Subtract Line 4 from 3. This adjusted balance should equal your account balance.

Ending Balance	12,952.60
<b>2</b> Total Deposits	+
Sub Total	
Total Withdrawals	<u>-</u>
6 Adjusted	

Page:

2 of 2

DEPOSITS NOT ON STATEMENT	DOLLARS	CENTS
Total Deposits		8

WITHDRAWALS NOT ON STATEMENT	DOLLARS	CENTS

WITHDRAWALS NOT	DOLLARS	CENTS
Total Withdrawals		4

## FOR CONSUMER ACCOUNTS ONLY — IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS:

If you need information about an electronic fund transfer or if you believe there is an error on your bank statement or receipt relating to an electronic fund transfer. telephone the bank immediately at the phone number listed on the front of your statement or write to:

#### TD Bank, N.A., Deposit Operations Dept, P.O. Box 1377, Lewiston, Maine 04243-1377

We must hear from you no later than sixty (60) calendar days after we sent you the first statement upon which the error or problem first appeared. When contacting the Bank, please explain as clearly as you can why you believe there is an error or why more information is needed. Please include:

- Your name and account number.
- A description of the error or transaction you are unsure about.
- The dollar amount and date of the suspected error

When making a verbal inquiry, the Bank may ask that you send us your complaint in writing within ten (10) business days after the first telephone call.

We will investigate your complaint and will correct any error promptly. If we take more than ten (10) business days to do this, we will credit your account for the amount you think is in error, so that you have the use of the money during the time it takes to complete our investigation.

#### INTEREST NOTICE

Total interest credited by the Bank to you this year will be reported by the Bank to the Internal Revenue Service and State tax authorities. The amount to be reported will be reported separately to you by the Bank.

## FOR CONSUMER LOAN ACCOUNTS ONLY — BILLING RIGHTS

In case of Errors or Questions About Your Bill:

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at P.O. Box 1377, Lewiston, Maine 04243-1377 as soon as possible. We must hear from you no later than sixty (60) days after we sent you the FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

FINANCE CHARGES: Although the Bank uses the Daily Balance method to calculate the finance charge on your Moneyline/Overdraft Protection account (the term "ODP" or "OD" refers to Overdraft Protection), the Bank discloses the Average Daily Balance on the periodic statement as an easier method for you to calculate the finance charge. The finance charge begins to accrue on the date advances and other debits are posted to your account and will continue until the balance has been paid in full. To compute the finance charge, multiply the Average Daily Balance times the Days in Period times the Daily Periodic Rate (as listed in the Account Summary section on the front of the statement). The Average Daily Balance is calculated by adding the balance for each day of the billing cycle, then dividing the total balance by the number of Days in the Billing Cycle. The daily balance is the balance for the day after advances have been added and payments or credits have been subtracted plus or minus any other adjustments that might have occurred that day. There is no grace period during which no finance charge accrues. Finance charge adjustments are included in your total finance charge.

Acct #	Account Title	Opening Balance	Debits	Credits	Balance
10-101	CASH-CHECKING	0.00	3,249,404.81	2,243,799.20	1,005,605.61
10-103	PETTY CASH	0.00	0.00	0.00	0.00
10-105	Cash with Fiscal Agents	0.00	0.00	0.00	0.00
10-106	Charter Escrow	0.00	75,000.00	0.00	75,000.00
10-108	Impact Aid Rsv (General)	0.00	0.00	0.00	0.00
10-109	Impact Aid Rsv (Capital)	0.00	0.00	0.00	0.00
10-111	INVESTMENTS	0.00	0.00	0.00	0.00
10-114	INTEREST ON INV	0.00	0.00	0.00	0.00
10-116	CAPITAL RSV ACT	0.00	0.00	0.00	0.00
10-117	Maintenance Reserve	0.00	0.00	0.00	0.00
10-118	Emergency Reserve	0.00	0.00	0.00	0.00
10-121	TAX LEVY RECVBL	0.00	5,814,185.00	1,509,796.76	4,304,388.24
10-131	I/F LOANS REC	0.00	0.00	0.00	0.00
10-132	INTERFUND	0.00	0.00	0.00	0.00
10-133	Enterprise	0.00	40,712.49	30,364.39	10,348.10
10-134	Interfund Payroll	0.00	20,750.13	0.00	20,750.13
10-135	Interfund-Payroll Agency	0.00	8,247.36	0.00	8,247.36
10-137	Student Activity	0.00	0.00	0.00	0.00
10-141	STATE A/R	0.00	283,320.00	0.00	283,320.00
10-142	FEDERAL A/R	0.00	0.00	0.00	0.00
10-143	OTHER A/R	0.00	0.00	0.00	0.00
10-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
10-153	OTHER ACC RECBL	0.00	0.00	0.00	0.00
10-199	OTH CURR ASSETS	0.00	0.00	0.00	0.00
10-301	EST REVENUES	6,311,314.00	0.00	0.00	6,311,314.00
10-302	REVENUES	0.00	0.00	6,177,698.54	6,177,698.54
10-303	BGTD FUND BAL	(45,064.84)	48,000.00	0.00	2,935.16
10-307	BG WD FR CAPRSV	0.00	0.00	0.00	0.00
10-308	Bud With Sale/Leaseback Res	0.00	0.00	0.00	0.00
10-309	Bud With Cap Res Excess Costs	0.00	0.00	0.00	0.00
10-310	Bud With Maint Res	0.00	0.00	0.00	0.00
10-311	Bud With Tuition Res	0.00	0.00	0.00	0.00
10-312	Bud With Emer. Res	0.00	0.00	0.00	0.00
10-314	Bud With Waiver Offset Res	0.00	0.00	0.00	0.00
10-315	Bud With Bus Ad Rsv for Fuel C	0.00	0.00	0.00	0.00
10-317	Bud With Cap Res xFer to D.S.	0.00	0.00	0.00	0.00
10-318	Bud With Impact Aid Rsv (Gen)	0.00	0.00	0.00	0.00
10-319	Bud With Impact Aid Rsv (Cap)	0.00	0.00	0.00	0.00
10-401	Interfund Loans Payables	0.00	0.00	0.00	0.00
10-402	INTERFUND A/P	0.00	0.00	0.00	0.00
10-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
10-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
10-421	ACCTS PAYABLE	0.00	359,121.52	0.00	(359,121.52)
10-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
10-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
10-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
10-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
10-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
10-461	Health Insurance Emp share	0.00	(16,487.79)	0.00	16,487.79
10-462	FSA	0.00	0.00	0.00	0.00
10-463	Accrued Salaries	0.00	0.00	0.00	0.00
10-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
10-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
10-601	APPROPRIATIONS	6,266,249.16	0.00	48,000.00	6,314,249.16
10-602	EXPENDITURES	0.00	1,831,455.49	0.00	1,831,455.49
10-603	ENCUMBRANCES	0.00	5,829,151.12	1,831,455.49	3,997,695.63
10-604	INCR IN CAP RES	0.00	0.00	0.00	0.00
10-605	Incr. Sale/Leaseback Rsv	0.00	0.00	0.00	0.00
10-606	Incr. Maintenance Reserve	0.00	0.00	0.00	0.00
10-607	Incr. Emergency Reserve	0.00	0.00	0.00	0.00
10-609	Incr. Waiver Offset Rsv	0.00	0.00	0.00	0.00
10-610	Incr. Bus Ad Reserve for Fuel	0.00	0.00	0.00	0.00
10-611	Incr. Impact Aid Rsv (General)	0.00	0.00	0.00	0.00
10-612	Incr. Impact Aid Rsv (Capital)	0.00	0.00	0.00	0.00
10-753	RSV ENC CURR YR	0.00	1,831,455.49	5,829,151.12	3,997,695.63
10-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
10-755	Res Fund Bal Bus Ad Rsv Fuel	0.00	0.00	0.00	0.00
10-756	Res Fund Impact Aid Rsv (Gen)	0.00	0.00	0.00	0.00
10-757	Res Fund Impact Aid Rsv (Cap)	0.00	0.00	0.00	0.00
10-760	OTHER RESERVES	0.00	0.00	1,704,050.12	1,704,050.12
10-761	RES FB-CA RS AC	0.00	0.00	0.00	0.00
10-763	Res Fund Bal S/L Rsv	0.00	0.00	0.00	0.00
10-764	Res Fund Bal Maint Rsv	0.00	0.00	0.00	0.00
10-765	Res Fund Bal Tuition Rsv	0.00	0.00	0.00	0.00
10-766	Res Fund Bal Emer. Rsv	0.00	0.00	0.00	0.00
10-768	Res Fund Bal Waiver Offset Rsv	0.00	0.00	0.00	0.00
10-770	CE SURPLUS	0.00	0.00	0.00	0.00
10-772	Res Fund Bal ARRA/SEMI	0.00	0.00	0.00	0.00

19,374,315.62

19,374,315.62

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
20-101	CASH-CHECKING	0.00	295,261.30	379,461.17	(84,199.87)
20-102	Cash on Hand	0.00	0.00	0.00	0.00
20-111	INVESTMENTS	0.00	0.00	0.00	0.00
20-114	INTEREST ON INV	0.00	0.00	0.00	0.00
20-116	CAPITAL RSV ACC	0.00	0.00	0.00	0.00
20-121	TAX LEVY RECVBL	0.00	0.00	0.00	0.00
20-131	I/F LOANS REC	0.00	0.00	0.00	0.00
20-132	INTERFUND A/R	0.00	230,293.75	0.00	230,293.75
20-141	STATE A/R	0.00	0.00	174,106.30	(174,106.30)
20-142	FEDERAL A/R	0.00	0.00	121,155.00	(121,155.00)
20-143	OTHER A/R	0.00	0.00	0.00	0.00
20-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
20-153	OTHER ACC RECBL	0.00	0.00	0.00	0.00
20-199	OTH CURR	0.00	0.00	0.00	0.00
20-301	EST REVENUES	0.00	0.00	0.00	0.00
20-302	REVENUES	0.00	0.00	0.00	0.00
20-303	BGTD FUND BAL	372,268.00	0.00	0.00	372,268.00
20-307	BGT WD FROM CR	0.00	0.00	0.00	0.00
20-402	I/F ACCTS PAYABLE	0.00	0.00	0.00	0.00
20-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
20-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
20-421	ACCTS PAYABLE	0.00	60,718.27	0.00	(60,718.27)
20-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
20-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
20-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
20-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00
20-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
20-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
20-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
20-601	APPROPRIATIONS	372,268.00	0.00	0.00	372,268.00
20-602	EXPENDITURES	0.00	88,449.15	0.00	88,449.15
20-603	ENCUMBRANCES	0.00	156,751.00	88,449.15	68,301.85
20-604	INCR IN CAP RSV	0.00	0.00	0.00	0.00
20-753	RSV ENC CURR YR	0.00	88,449.15	156,751.00	68,301.85
20-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
20-760	OTHER RESERVES	0.00	0.00	0.00	0.00
20-761	RSV FD BAL CR	0.00	0.00	0.00	0.00
20-770	CE SURPLUS	0.00	0.00	0.00	0.00
			919,922.62	919,922.62	

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
60-101	CASH-CHECKING	0.00	94,613.75	71,076.88	23,536.87
60-102	Cash on Hand	0.00	0.00	0.00	0.00
60-111	INVESTMENTS	0.00	0.00	0.00	0.00
60-114	INTEREST ON INV	0.00	0.00	0.00	0.00
60-121	TAX LEVY RECVBL	0.00	0.00	0.00	0.00
60-131	I/F LOANS REC	0.00	0.00	0.00	0.00
60-133	Interfund-Fund 10	0.00	30,364.39	40,712.49	(10,348.10)
60-135	Interfund-Student Activity	0.00	0.00	0.00	0.00
60-141	STATE A/R	0.00	0.00	299.88	(299.88)
60-142	FEDERAL A/R	0.00	0.00	18,899.59	(18,899.59)
60-143	OTHER A/R	0.00	0.00	0.00	0.00
60-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
60-153	Other Receivable	0.00	0.00	0.00	0.00
60-199	OTH CURR ASSETS	0.00	0.00	0.00	0.00
60-301	EST REVENUES	0.00	0.00	0.00	0.00
60-302	REVENUES	0.00	0.00	11,164.92	11,164.92
60-303	BGTD FUND BAL	150,000.00	0.00	0.00	150,000.00
60-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
60-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
60-421	ACCTS PAYABLE	0.00	31,393.44	0.00	(31,393.44)
60-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
60-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
60-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
60-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00
60-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
60-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
60-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
60-601	APPROPRIATIONS	150,000.00	0.00	0.00	150,000.00
60-602	EXPENDITURES	0.00	9,319.05	0.00	9,319.05
60-603	ENCUMBRANCES	0.00	110,000.00	9,319.05	100,680.95
60-753	RSV ENC CURR YR	0.00	9,319.05	110,000.00	100,680.95
60-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
60-760	OTHER RESERVES	0.00	0.00	23,536.87	23,536.87
60-770	CE SURPLUS	0.00	0.00	0.00	0.00
			285,009.68	285,009.68	

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
90-101	CASH-CHECKING	0.00	1,398,621.77	1,344,739.27	53,882.50
90-102	Payroll Agency	0.00	0.00	0.00	0.00
90-103	Unemployment	0.00	0.00	0.00	0.00
90-104	PPP Account	0.00	0.00	0.00	0.00
90-111	INVESTMENTS	0.00	0.00	0.00	0.00
90-114	INTEREST ON INV	0.00	0.00	0.00	0.00
90-121	TAX LEVY RECVBL	0.00	0.00	0.00	0.00
90-131	I/F LOANS REC	0.00	0.00	0.00	0.00
90-132	Interfund Accounts Receivable	0.00	0.00	0.00	0.00
90-133	Interfund	0.00	0.00	0.00	0.00
90-141	STATE A/R	0.00	0.00	0.00	0.00
90-142	FEDERAL A/R	0.00	0.00	0.00	0.00
90-143	OTHER A/R	0.00	0.00	0.00	0.00
90-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
90-153	OTHER ACC RECBL	0.00	0.00	0.00	0.00
90-199	OTH CURR ASSETS	0.00	0.00	0.00	0.00
90-301	EST REVENUES	0.00	0.00	0.00	0.00
90-302	REVENUES	0.00	0.00	0.00	0.00
90-303	BGTD FUND BAL	0.00	0.00	0.00	0.00
90-402	Interfund Accounts Payable	0.00	1,344,739.27	1,398,621.77	53,882.50
90-403	Interfund Payable	0.00	0.00	0.00	0.00
90-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
90-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
90-421	ACCTS PAYABLE	0.00	0.00	0.00	0.00
90-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
90-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
90-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
90-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00
90-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
90-471	SUI	0.00	0.00	0.00	0.00
90-472	AXA	0.00	0.00	0.00	0.00
90-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
90-482	Witholding-FSA	0.00	0.00	0.00	0.00
90-483	Witholding-TSA	0.00	0.00	0.00	0.00
90-484	vision	0.00	0.00	0.00	0.00
90-485	Dental	0.00	0.00	0.00	0.00
90-486	Dependent Care	0.00	0.00	0.00	0.00
90-487	Garnishment	0.00	0.00	0.00	0.00
90-488	TPAF Payable	0.00	0.00	0.00	0.00
90-489	PERS Payable	0.00	0.00	0.00	0.00
90-490	UNPDT	0.00	0.00	0.00	0.00
90-491	DCRP	0.00	0.00	0.00	0.00
90-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
90-601	APPROPRIATIONS	0.00	0.00	0.00	0.00
90-602	EXPENDITURES	0.00	0.00	0.00	0.00
90-603	ENCUMBRANCES PSALENCE CHER AND	0.00	0.00	0.00	0.00
90-753	RSV ENC CURR YR	0.00	0.00	0.00	0.00

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
90-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
90-760	OTHER RESERVES	0.00	0.00	0.00	0.00
90-770	CE SURPLUS	0.00	0.00	0.00	0.00
			2,743,361.04	2,743,361.04	

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
91-101	CASH-CHECKING	0.00	179,440.31	135,584.10	43,856.21
91-102	Payroll Agency	0.00	0.00	0.00	0.00
91-103	Unemployment	0.00	0.00	0.00	0.00
91-111	INVESTMENTS	0.00	0.00	0.00	0.00
91-114	INTEREST ON INV	0.00	0.00	0.00	0.00
91-121	TAX LEVY RECVBL	0.00	0.00	0.00	0.00
91-131	I/F LOANS REC	0.00	0.00	0.00	0.00
91-132	Interfund Accounts Receivable	0.00	0.00	8,247.36	(8,247.36)
91-133	Interdund	0.00	0.00	0.00	0.00
91-134	Interfund Payroll	0.00	0.00	0.00	0.00
91-141	STATE A/R	0.00	0.00	0.00	0.00
91-142	FEDERAL A/R	0.00	0.00	0.00	0.00
91-143	OTHER A/R	0.00	0.00	0.00	0.00
91-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
91-153	OTHER ACC RECBL	0.00	0.00	0.00	0.00
91-199	OTH CURR ASSETS	0.00	0.00	0.00	0.00
91-301	EST REVENUES	0.00	0.00	0.00	0.00
91-302	REVENUES	0.00	0.00	0.00	0.00
91-303	BGTD FUND BAL	0.00	0.00	0.00	0.00
91-402	Interfund Accounts Payable	0.00	0.00	0.00	0.00
91-403	Interfund Payable	0.00	0.00	0.00	0.00
91-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
91-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
91-421	ACCTS PAYABLE	0.00	0.00	75,385.09	75,385.09
91-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
91-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
91-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
91-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00
91-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
91-471	SUI	0.00	0.00	0.00	0.00
91-472	AXA	0.00	9,095.00	12,485.00	3,390.00
91-473	AFLAC	0.00	1,006.38	1,207.52	201.14
91-474	AFLAC- Post Tax	0.00	0.00	0.00	0.00
91-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
91-482	Witholding-FSA	0.00	0.00	3,464.85	3,464.85
91-483	Witholding-TSA	0.00	0.00	0.00	0.00
91-484	vision	0.00	0.00	361.47	361.47
91-485	Dental	0.00	45,304.34	4,484.97	(40,819.37)
91-486	Dependent Care	0.00	0.00	1,173.70	1,173.70
91-487	Garnishment	0.00	0.00	0.00	0.00
91-488	TPAF Payable	0.00	47,033.20	43,244.11	(3,789.09)
91-489	PERS Payable	0.00	29,287.95	28,055.48	(1,232.47)
91-490	UNPDT	0.00	0.00	0.00	0.00
91-491	DCRP	0.00	3,857.23	1,330.76	(2,526.47)
91-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
91-601	APPROPRIATIONS	0.00	0.00	0.00	0.00
91-602	EXPENDITURES	0.00	0.00	0.00	0.00

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
91-603	ENCUMBRANCES	0.00	0.00	0.00	0.00
91-753	RSV ENC CURR YR	0.00	0.00	0.00	0.00
91-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
91-760	OTHER RESERVES	0.00	0.00	0.00	0.00
91-770	CE SURPLUS	0.00	0.00	0.00	0.00
		-			
			315,024.41	315,024.41	

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Acct #	Account Title	Opening Balance	Debits	Credits	Balance
95-101	CASH-CHECKING	0.00	12,952.60	0.00	12,952.60
95-111	INVESTMENTS	0.00	0.00	0.00	0.00
95-114	INTEREST ON INV	0.00	0.00	0.00	0.00
95-121	TAX LEVY RECVBL	0.00	0.00	0.00	0.00
95-131	I/F LOANS REC	0.00	0.00	0.00	0.00
95-132	Interfund Receivable	0.00	0.00	0.00	0.00
95-133	Interfund-Enterprise	0.00	0.00	0.00	0.00
95-141	STATE A/R	0.00	0.00	0.00	0.00
95-142	FEDERAL A/R	0.00	0.00	0.00	0.00
95-143	OTHER A/R	0.00	0.00	0.00	0.00
95-151	LOANS RECEIVBL	0.00	0.00	0.00	0.00
95-153	OTHER ACC RECBL	0.00	0.00	0.00	0.00
95-199	OTH CURR ASSETS	0.00	0.00	0.00	0.00
95-301	EST REVENUES	0.00	0.00	0.00	0.00
95-302	REVENUES	0.00	0.00	0.00	0.00
95-303	BGTD FUND BAL	0.00	0.00	0.00	0.00
95-411	I/G A/P - STATE	0.00	0.00	0.00	0.00
95-412	I/G A/P-FEDERAL	0.00	0.00	0.00	0.00
95-421	ACCTS PAYABLE	0.00	0.00	0.00	0.00
95-422	JUDGMENTS PBLE	0.00	0.00	0.00	0.00
95-423	A/P PRIOR YEAR	0.00	0.00	0.00	0.00
95-430	COMP ABS PBLE	0.00	0.00	0.00	0.00
95-431	CONTRACTS PBLE	0.00	0.00	0.00	0.00
95-451	LOANS PAYABLE	0.00	0.00	0.00	0.00
95-481	DEFRRD REVENUES	0.00	0.00	0.00	0.00
95-499	OTHER CURR LIAB	0.00	0.00	0.00	0.00
95-601	APPROPRIATIONS	0.00	0.00	0.00	0.00
95-602	EXPENDITURES	0.00	0.00	0.00	0.00
95-603	ENCUMBRANCES	0.00	0.00	0.00	0.00
95-753	RSV ENC CURR YR	0.00	0.00	0.00	0.00
95-754	RSV ENC PRI YR	0.00	0.00	0.00	0.00
95-760	OTHER RESERVES	0.00	0.00	12,952.60	12,952.60
95-770	CE SURPLUS	0.00	0.00	0.00	0.00
		•	12,952.60	12,952.60	

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Bank Account	Code	S	): A.	B.	D	Onl	V

Bank Acc	ount Code(s	s): A,B,D Only			
Check#	<u>Date</u>	Vendor (Payee)/Check Line Comments	Amount	PO or Bal Sht	Exp. Acct. or Balance Sheet Title
A:04757	11/9/22	Time for Kids			
A.04737	11/9/22	Class mags for K & 1st grades	435.24	P202300101	11-190-100-640-000-048
		Class mags for K & 1st grades	433.24	F202300101	11-190-100-040-000-048
A .04750	11/0/22	AT &T Telegon formune Comices			
A:04758	11/9/22	AT&T Teleconference Services		D000000000	11 000 000 500 000 055
		Teleconfrerence serv Nov 2022	71.57	P202300031	11-000-230-530-000-057
A:04759	11/9/22	Verizon			
		Phone serv 2022-23	446.10	P202300017	11-000-230-530-000-057
A:04760	11/9/22	City of Newark Division of Water			
		Oct 2022	774.88	P202300005	11-000-262-620-000-074
		September 2022	840.43	P202300005	11-000-262-620-000-074
		Total Check Amount:	1 (15 21		
		Total Check Amount:	1,615.31		
at 000000000					
A:04761	11/9/22	AAA Facility Solutions			
		Maintenance 2022-23 October	6,988.80	P202300080	11-000-240-500-000-068
A:04762	11/9/22	Great Minds			
		Eureka Math Squared Curriculum 5-8	13,080.00	P202300060	11-190-100-320-000-045
		Eureka Math Squared grades 1-12 Benchmark ass	3,120.00	P202300060	11-190-100-320-000-045
		Total Check Amount:	16,200.00		
		Total Check Allount.	10,200.00		
. 0.47/0	11/0/00				
A:04763	11/9/22	School Health Corp		D000000000	
		Nurse's supplies	44.60	P202300079	11-190-100-610-000-047
		Nurse's supplies	55.76	P202300079	11-190-100-610-000-047
		Nurse's supplies	63.89	P202300079	11-190-100-610-000-047
		Nurse's supplies	73.04	P202300079	11-190-100-610-000-047
		Total Check Amount:	237.29		
A:04764	11/9/22	Avaya Inc.			
A.04/04	1117122	Voice Message sys	128.49	P202300028	11-000-230-530-000-057
		voice Message sys	120.49	1 202300028	11-000-230-330-000-037
4.04765	11/0/22	Wests Management of New Jones, Inc.			
A:04765	11/9/22	Waste Management of New Jersey, Inc.	002.26	D202200020	11 000 240 500 000 068
		Trash collection 2022-23	882.36	P202300029	11-000-240-500-000-068
		~			
A:04766	11/9/22	Staples Advantage	010.5	D00000000	11 100 100 610 000 015
		Classroom supplies	943.97	P202300001	11-190-100-610-000-047
		Student supplies	77.60	P202300001	11-190-100-610-000-047
		classroom supplies	862.16	P202300001	11-190-100-610-000-047
		Student supplies	340.11	P202300001	11-190-100-610-000-047
		Office supplies	282.92	P202300030	11-000-262-610-000-071
		Office supplies	66.17	P202300030	11-000-262-610-000-071
		Total Check Amount:	2,572.93		
			_,_ ,_ ,_ ,_ ,		
A:04767	11/0/22	Protective Measures			
A:04/0/	11/9/22		527 17	P202300082	11-000-262-890-000-075
		Fire & Security System monitoring 2022-23	527.17	F202300082	11-000-202-690-000-073
. 0:=:-	11/0/22	ATT 0 TF			
A:04768	11/9/22	AT & T	1 0 5 6 5 6	D00000000	11 000 220 520 000 055
		Phone serv Oct-Nov	1,258.50	P202300036	11-000-230-530-000-057

Bank Account Code(s): A,B,D Only

Bank Account Code(	(s): A,B,D Only			
Check# Date	Vendor (Payee)/Check Line Comments	Amount	PO or Bal Sht	Exp. Acct. or Balance Sheet Title
A:04769 11/9/22	Verizon Fios Internet Service 2022-23 Internet Service 2022-23 Oct 2022 Internet Service 2022-23 Total Check Amount:	294.00 21.74 21.74 337.48	P202300018 P202300018 P202300018	11-000-230-530-000-057 11-000-230-530-000-057 11-000-230-530-000-057
A:04770 11/9/22	Worrall Communications Newspapers, Inc. Newspaper ads 2022-23	53.12	P202300027	11-000-230-530-000-057
A:04771 11/9/22	New Jersey Manufacturers Insurance Company Workmans Compensation	2,828.00	P202300006	11-000-291-260-000-054
A:04772 11/9/22	PSE&G Gas & Electricity Expense	3,591.45	P202300004	11-000-262-620-000-074
A:04773 11/9/22	CIT Printers/copiers dist office	428.97	P202300024	11-000-240-500-000-068
A:04774 11/9/22	MGLPrinting Solutions checks & deposit slips	216.00	P202300102	11-000-230-610-000-058
A:04775 11/9/22	Bingham Communications Intercom sys repairs	605.00	P202300103	11-000-230-500-000-056
A:04776 11/9/22	CITY FIRE EQUIPMENT CO Kitchen supression system inspection	226.78	P202300104	11-000-240-500-000-068
A:04777 11/9/22	Colfax Pharmacy Epi pens Epi pens Epi pens Total Check Amount:	65.00 325.00 325.00 715.00	P202300105 P202300105 P202300105	11-190-100-610-000-047 11-190-100-610-000-047 11-190-100-610-000-047
A:04778 11/9/22	Horizon BCBS 2022-23 Health Ins Premiums 2022-23 Health Ins Premiums December 2022 Total Check Amount:	9,630.84 42,133.00 51,763.84	P202300075 P202300075	11-000-291-270-000-054 11-000-291-270-000-054
A:04779 11/13/22	Motivated Security Services, Inc. Security Services 2022-23	5,980.16	P202300023	11-000-240-500-000-068
A:04780 11/13/22	MACHADO LAW GROUP Legal Services 2022-23	1,680.00	P202300039	11-000-230-331-000-055
A:04781 11/13/22	ENVIROVISION 6 Month Asbestos Inspection	372.75	P202300109	11-190-100-890-000-049

Bank Account Code(s): A,B,D Only

	ount Code(s	s): A,B,D Only				
Check#	<u>Date</u>	Vendor (Payee)/Check Line Con	mments	Amount	PO or Bal Sht	Exp. Acct. or Balance Sheet Title
A:04782	11/13/22	Delta-T Group North Jersey, Substitutes & Paras 2022-23 Substitutes & Paras 2022-23 Substitutes & Paras 2022-23 Substitutes & Paras 2022-23		2,953.20 1,440.00 1,316.25 3,276.40 8,985.85	P202300074 P202300074 P202300074 P202300074	11-190-100-320-000-045 11-190-100-320-000-045 11-190-100-320-000-045 11-190-100-320-000-045
A:04783	11/13/22	Heinemann Publishing textbooks textbooks	Total Check Amount:	14,006.50 (82.00) 13,924.50	P202300013 P202300013	11-190-100-640-000-048 11-190-100-640-000-048
A:04784	11/13/22	Western Pest Services Pest control 2022-23 Oct Pest control 2022-23	Total Check Amount:	500.00 474.00 974.00	P202300043 P202300043	11-000-240-500-000-068 11-000-240-500-000-068
A:04785	11/13/22	Charles Nechtem Associates Counseling Services 2022-2		291.66	P202300056	11-000-230-331-000-055
A:04786	11/13/22	Success Communications Gr Ads Star Ledger student & education recruiting		316.18 8,821.95 9,138.13	P202300026 P202300114	11-000-230-530-000-057 11-000-262-610-000-071
A:04787	11/13/22	LINK EDUCATION PARTS Rent & Parking 972 Broad Rent 23 Pennsylvania Additional space Lower Lev		4,000.00 27,333.33 2,000.00 33,333.33	P202300002 P202300002 P202300002	11-000-262-441-000-069 11-000-262-441-000-069 11-000-262-441-000-069
A:04788	11/13/22	Link High Technologies Inc. Info Tech Serv 2022-23 DNS Info Tech Serv 2022-Datto Info Tech Serv 2022-23 G S Info Tech Serv 2022-23 /nov	S Filtering nov uite backup	937.50 561.25 137.50 4,700.00 6,336.25	P202300008 P202300008 P202300008 P202300008	11-000-230-300-000-055 11-000-230-300-000-055 11-000-230-300-000-055 11-000-230-300-000-055
A:04789	11/13/22	Amazon Capital Services Nurse supplies Supplies	Total Check Amount:	479.56 1,370.45 1,850.01	P202300110 P202300014	11-190-100-610-000-047 60-910-310-600-000-000
A:04790	11/13/22	Fuel Education LLC Foreign Language Program Foruegn Language Program MIL Annual site license bal	MIL Site License  Total Check Amount:	9,000.00 9,000.00 2,000.00	P202300054 P202300054 P202300054	11-190-100-320-000-045 11-190-100-320-000-045 11-190-100-320-000-045

Bank Account	Code(	s):	A.B.	D	Only

Check#	Date	Vendor (Payee)/Check Line Comments	Amount	PO or Bal Sht	Exp. Acct. or Balance Sheet Title
A:04791	11/13/22	Selective Insurance Company of America Liability Insurance 2022-23	6,002.00	P202300068	11-000-262-520-000-070
A:04792	11/13/22	Literably, Inc. Engliah Fluency 5-8	2,253.29	P202300112	11-000-240-500-000-068
A:04793	11/13/22	LESLIE BAYNES Supplies Asset tiger -Asset tags Bellaqua fountain repair Supplies Home Depot Epoxy Recruitment Indeed Oct  Total Check Amount:	60.00 170.78 20.50 510.00	P202300037 P202300037 P202300037 P202300037	11-190-100-610-000-047 11-190-100-610-000-047 11-190-100-610-000-047 11-000-230-890-000-063
D:01222	11/13/22	AFLAC Oct November  Total Check Amount:	547.10 637.89 1,184.99	91 - 473 91 - 473	AFLAC AFLAC
D:01223	11/13/22	Horizon BCBS dental Nov	2,688.13	10 - 461	Health Insurance Emp share
D:01224	11/13/22	AXA Equitable Equi-Vest October 403b contributions	3,090.00	91 - 472	AXA
A:04794	11/14/22	For The Love of Literacy Curriculum & Professional Development	7,600.00	P202300117	11-000-230-500-000-056
		The Grand Total of all Checks from Fund 10 is: The Grand Total of all Checks from Fund 11 is: The Grand Total of all Checks from Fund 60 is: The Grand Total of all Checks from Fund 91 is:	2,688.13 210,242.16 1,370.45 4,274.99		
		Grand total of all checks for this period is:	218,575.73		

#### CONFIDENTIAL GENERAL RELEASE AND SETTLEMENT AGREEMENT

This CONFIDENTIAL GENERAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") made as of the last date in the signature blocks ("Effective Date"), is entered into by and between Zabrina Coleman ("Coleman"), individually and as legal guardian of D. L. ("Minor Claimant") (Coleman and Minor Claimant collectively referred to as "Claimants") on the one hand, and Link Community Charter School / Link Community Charter School Board of Trustees ("Link"), Coleman, Minor Claimant and Link are collectively referred to as the "Parties" and are each individually referred to as a "Party."

#### WITNESSETH

WHEREAS, the Claimants made certain allegations against Link Community Charter School by way of Tort Claim Notice dated February 28, 2020 and a demand letter dated December 14, 2020 (the "Claims")

WHEREAS, Link denies and continues to deny the allegations made against in the Claims or that it engaged in any other wrongful conduct against Claimants; and

WHEREAS, the Parties wish to avoid the burdens, uncertainties, and expense of protracted litigation; and

WHEREAS, the Parties have agreed to settle all existing disputes between them, including, but not limited to, those allegations set forth in the Claims, pursuant to the terms and conditions of the within Agreement;

NOW, THEREFORE, in consideration of the above recitals and the releases, promises, rights, covenants, and obligations contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, having been represented by counsel and intending to be legally bound, and having independently concluded that it is in their respective best interests to do so, agree as follows:

The foregoing "whereas" clauses are true and correct and incorporated by reference as part of this Agreement.

## 1. Settlement Payment.

- a. In full and complete settlement and final satisfaction of any and all claims which Claimants have, had, or may have against Link, as set forth more fully in Paragraph 3 of this Agreement, Link agrees to pay or cause to be paid to Minor Claimant a total sum of \$200,000.00 (two-hundred thousand dollars, zero cents) (the "Settlement Payment" or "Settlement Amount"). Specifically, the Settlement Payment shall be paid as follows:
- b. In light of the fact that this Agreement settles claims involving a minor child, it is subject to approval by the Court. The Parties agree to cooperate in submitting this Agreement to the Court for a Friendly Hearing.

- c. The Payment of the Settlement Amount shall be made no later than thirty (30) days following: (1) the execution of this Agreement by all Parties; (2) the Court's review and formal approval of the settlement in this matter; (3) and delivery of an executed IRS Form W-9 (Request for Taxpayer Identification Number and Certification) for Foreman Law, P.C. and any other forms necessary to effectuate payment to the D.L. Trust.
- d. To the extent there are any tax consequences to Claimants arising from the Settlement Payment made to Claimants in accordance with this Paragraph, Claimants represent and agree that they will be solely responsible for all tax consequences, including but not limited to taxes, interest and penalties. Claimants further agree to defend, and indemnify and hold Releasees, as that term is defined in this Agreement, harmless from and against all additional taxes, interest and penalties for which they are responsible. Claimants further agree to defend, indemnify and hold Releasees harmless from and against any costs, including attorneys' fees, associated with the enforcement of this indemnification provision against them, should such enforcement measures become necessary.
- e. The Parties agree that the Payment and the obligations set forth in this Paragraph 1 shall constitute full and final settlement of all claims and causes of action by Claimants against Link, and all possible claims or issues that Claimants could have asserted against Link, will be forever settled in their entirety, pursuant to Paragraph 3, below.
- f. Claimants acknowledge and agree that Link is not providing any tax advice or representation by this Agreement. The Parties shall promptly notify each other of any claim by the IRS or any other governmental authority arising under this Paragraph 1.

## 2. <u>Confidentiality of the Agreement.</u>

- a. The Parties shall mutually maintain the confidentiality of this Agreement, including its terms, other than as required in the proceeding seeking Court approval of this Agreement ("Friendly Hearing"). This Agreement shall not be introduced in any proceeding except to enforce this Agreement. The Parties agree that, in the Friendly Hearing or any proceeding necessary to enforce this Agreement, all documents and pleadings associated with said proceeding (including this Agreement) shall be filed under seal unless prohibited by the court or applicable law, and will not, directly or indirectly, be made public, unless required by the court or applicable law. Claimants' counsel, Foreman Law, P.C., agrees to also be bound by the confidentiality provisions of this Paragraph, in that Claimants' counsel will not disseminate information regarding this Agreement in any way. The undersigned attorney Paul Foreman agrees that this confidentiality agreement applies not only to him, but also to all employees and members of Foreman Law, P.C.
- b. Claimants agree that neither they nor any person acting by, through, under, or in concert with them will, at any time, disclose (by any method, including but not limited to verbal, written, or electronic) the terms or existence of this Agreement, or any fact concerning its negotiation, execution, or implementation, the allegations set forth in the action or the factual information or circumstances relating to the claims asserted in the Claims, except to: (1) attorneys of their choosing who may be advising them in connection

with this Agreement; (2) their accountants or financial advisors; (3) to their immediate family; or (4) as otherwise required by law (including valid subpoena). Claimants agree that they will notify third parties to whom they make disclosures that they are required to maintain the confidentiality and non-disclosure provisions of this Agreement and that if any individual to whom they make disclosures themselves make unauthorized disclosures, Claimants, as the disclosing party, may be held liable under this Paragraph 2 for those disclosures as if they engaged in them personally.

- c. Link is also not precluded from disclosing the terms or existence of this Agreement with their attorneys, accountants, or as required by law.
- d. NOTICE OF ENFORCEABILITY. THE PARTIES UNDERSTAND AND AGREE THAT ALTHOUGH THEY MAY HAVE AGREED TO KEEP THE SETTLEMENT AND UNDERLYING FACTS CONFIDENTIAL, SUCH NON-DISCLOSURE PROVISION IS UNENFORCEABLE AGAINST RELEASED PARTIES IF CLAIMANTS PUBLICLY REVEAL SUFFICIENT DETAILS OF THE UNDERLYING CLAIM SUCH THAT RELEASED PARTIES ARE ABLE TO BE REASONABLY IDENTIFIED.

## 3. General Release.

- As a material inducement to Link to enter into this Agreement, Claimants, on behalf of themselves, their heirs, successors, representatives, assigns, attorneys, agents, executors, trustees, and administrators, hereby irrevocably and unconditionally releases, acquits, waives, and forever discharges Link Community Charter School, Link Community Charter School Board of Trustees, Link Education Partners and each of their present, past, and future owners, affiliates, related business entities, parent companies, subsidiaries, predecessors, heirs, successors, representatives, assigns, divisions, directors, officers, managers, trustees, members, employees, past and present, counselors, social workers, teachers, teachers' aides, representatives, agents, executors, administrators, independent contractors, insurers and reinsurers and attorneys, in their individual and representative capacities (collectively "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, suits, demands, costs, losses, debts and expenses, including, but not limited to, all claims for penalties, general damages, punitive damages, compensatory damages, special damages, equitable relief, attorneys' fees and costs actually incurred, of any nature whatsoever known or unknown, asserted or unasserted, direct or derivative, matured or unmatured, choate or inchoate, accrued or unaccrued, alleged or unalleged, suspected or unsuspected, that Claimants had, now have, or in the future may have, or initiated by anyone on behalf of Minor Claimant or by Minor Claimant upon reaching the age of majority, arising out of or relating to any matter from the beginning of the world through the Effective Date, whether under any theory, including, but not limited to any and all claims and issues alleged or that could have been alleged in the Claims.
- b. Without limiting the generality of the foregoing, this Agreement is intended to and shall release Releasees from, and hereby waive, all claims, whether known or unknown, which Releasors ever had, now have, or may have against Releasees, including without limitation, any claim under the New Jersey Law Against Discrimination, NJSA 10:5-12, Title IX, 20 U.S.C.

Ch. 38 §1681, Title VII of the Civil Rights Act; New Jersey's Anti Bullying Laws, NJSA 18A:37-15(b) et al., New Jersey's Civil Rights Act, and any other state or federal anti-discrimination, harassment and/or bullying law, any claims of assault, battery, negligence; breach of contract, infliction of emotional distress, emotional or physical injury; violations of the 14<sup>th</sup> Amendment of Constitution, breach of duty; tort theories; failure to exercise or provide supervisory care, claims under a theory of respondeat superior and Liability of a Public Entity, NJSA 59: 2-2.

- c. Nothing herein shall be deemed a waiver of claims seeking enforcement of this Agreement or claims that may arise based on events occurring after the Effective Date.
- d. Claimants acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know, or believe to exist, with respect to a released claim. Claimants, agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law. Claimants further acknowledge and understand that they are releasing claims that they may not know about, and that is their intent. Claimants expressly waive all rights they may have under any laws that are intended to prevent unknown claims from being released and acknowledge that they understand the significance of doing so.
- 4. Non-Disparagement. Claimants personally undertake, on behalf of themselves and any person acting by, through, under, or in concert with them, to refrain from defaming or disparaging Link, its teachers, principals, counselors, employees past and present, administrators, teachers, aides trustees and/or board of trustees, security, educational technology services, contracted services, and finances. These undertakings apply in any medium and by any method to any person or entity without limitation in time, including, but not limited to, any postings, comments, pictures, texts, or notices through any smartphone, internet, social media, or related technology such as chat rooms, web pages, Facebook, Twitter, Instagram, Pinterest, Snapchat, Tik Tok, Four Square, Bebo, LinkedIn, Google Plus, Xanga, Yelp, and any and all similar such sites or technology, regardless of whether Claimants participate anonymously or under a pseudonym. However, Claimants will not be deemed to have violated this provision if they make truthful statements that are required in response to legal process or pursuant to a good faith belief upon advice of counsel that the failure to make the statement could result in legal liability to them.
- 5. <u>Non-Admissions.</u> The Parties have entered into this Agreement solely for the purpose of avoiding the burdens and expense of protracted litigation. Neither this Agreement nor the Settlement Payment shall be construed as an admission that Link have violated any federal, state, or local law (statutory or decisional), ordinance or regulation, or that Link has committed any wrong against Claimants.
- 6. Representations and Acknowledgments. The Parties hereby represent and agree that they have been advised of their right to discuss all aspects of this Agreement with an attorney, financial advisor, and/or representative of their choice; that they have so consulted with their attorneys; that they carefully have read all of the provisions of this Agreement; that they have had the opportunity to have their attorneys answer any questions they might have had; that they fully

understand all of the provisions of this Agreement; that they have had a reasonable period of time to consider whether or not to enter into this Agreement; and that they are voluntarily and knowingly entering into this Agreement.

- 7. <u>Complete Agreement.</u> This Agreement represents the complete and full settlement of any and all claims between the Parties and fully supersedes any and all prior agreements or understandings among the Parties pertaining to the subject matter hereof. Each of the Parties represents and acknowledges that in executing this Agreement, it does not rely upon any representation or statement made by any other Party, or its representative, with regard to the subject matter, basis, or effect of this Agreement other than those contained herein. This Agreement may not be changed in any respect, except by a writing duly executed by the Parties or authorized representatives of the Parties.
- 8. <u>Capability to Waive Claims.</u> Each of the Parties is competent to effect a knowing and voluntary general and unlimited release of all claims, as contained herein, and to enter into this Agreement, and is not affected by illness, use of alcohol, drugs, or other substances, or otherwise impaired. None of the Parties is a party to any bankruptcy, lien, creditor-debtor, or other proceeding that would impair its right to make the Settlement Payment and/or to settle all claims or to waive all claims pursuant to the Releases contained in Paragraph 3.
- 9. <u>Voluntary Waiver.</u> Claimants, acknowledge that they have not been forced or pressured in any manner whatsoever to sign this Agreement, and that they agree to all of its terms voluntarily. Claimants also acknowledge that no representation, statement, promise, inducement, threat or suggestion have been made by Link or by any other individual to influence them to sign this Agreement except that such statements are expressly set forth herein. Claimants, acknowledge that they have signed this Agreement upon reaching the considered conclusion that it is best for them, of their own free will, relying entirely upon their own judgment, and the judgment of such attorneys and other personal advisors with whom they consulted.
- 10. Remedy for Breach. Nothing contained in the Agreement shall limit the right of any Party to bring an action to enforce this Agreement. The non-breaching Party shall be entitled, in addition to any other right or remedy they may have at law or in equity related to breaches of this Agreement, to (i) all fees and costs associated with enforcing this Paragraph 10 and the Agreement overall; (ii) an injunction, without the posting of any bond or other security, enjoining or restraining the breaching Party from any violation of this Agreement, and the Parties hereby consent to the issuance of such injunction; and (iii) monetary damages. Further, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with proving entitlement to, and/or the amounts of, attorneys' fees and costs to be awarded under this Paragraph.
- 11. <u>No Waiver.</u> Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

#### 12. Severability.

- a. The provisions of this Agreement shall be deemed separate and severable. Should any provision or portion of this Agreement be held invalid or unenforceable, the affected provision shall be modified to the extent necessary to make it legal, valid, and enforceable. If it cannot be so modified, it shall be severed from the Agreement, and the remainder of this Agreement shall remain unaffected and continue in full force and effect, which then shall be interpreted to bar any and all claims that Claimants may have against Link or Releasees consistent with Paragraph 3.
- b. If the general and unlimited releases of all claims contained in Paragraph 3 above are limited or held to be null and void, (i) this Agreement shall be interpreted or modified to bar any claim that Claimants may assert; or, if not, then (ii) Claimants, shall execute an enforceable general and unlimited release of all claims against Link.
- 13. **Jointly Drafted Agreement.** This Agreement is the product of negotiation and review by counsel for each Party. Therefore, the rule of construction that any ambiguities are to be construed and resolved against the drafting Party shall not be employed in the interpretation of this Agreement. Rather, this Agreement shall be deemed to have been jointly drafted, and no provision herein shall be interpreted or construed for or against any Party because such Party drafted or requested such provision, or this Agreement as a whole.

#### 14. Applicable Law and Jurisdiction; Dispute Resolution.

- a. The interpretation and application of the terms of this Agreement shall be governed by the laws of the State of New Jersey, excluding its conflicts of law provisions that would result in the application of the laws of any jurisdiction other than New Jersey.
- b. The Parties hereby select the courts in the State of New Jersey, County of Essex as the sole appropriate jurisdiction for the purposes of any suit, action, or other proceeding arising out of this Agreement, and, to the extent permitted by applicable law, the Parties waive and agree not to assert, by way of motion, as a defense, or otherwise, that the suit, action, or proceeding is brought in an inconvenient forum, that the venue of the suit, action, or proceeding is improper or that this Agreement may not be enforced in or by such courts.
- 15. No Assignment of Claims. Claimants represent and warrant that they have not assigned or hypothecated any claims herein released in any manner, to any person or other entity, in any manner, directly or indirectly. Claimants are not aware of any liens and/or pending legal claims applicable to the Payment. Claimants, agree to defend, indemnify, and hold Link, as well as those entities and individuals set forth above in Paragraph 3, harmless from and against any lien, claim, or action asserted against the Settlement Payment. Claimants, also agrees that they will be solely responsible to satisfy any such liens or pending legal claims asserted against Link, as well as those entities and individuals set forth above in Paragraph 3, as against the Settlement Payment.

#### 16. Medicare.

- a. Claimants are Medicare beneficiaries. Claimants represent and warrants that any Medicare payments have been made to or on behalf of the Minor Claimant and liens, claims, demands, subrogated interests, or causes of action of any nature or character ("Liabilities") may exist or have been asserted arising from or related to any released claim. Claimants, further agree that Claimants, and not Link, or any of the entities or individuals set forth above in Paragraph 3, shall be responsible for satisfying all such Liabilities that may exist or have been asserted or that may in the future exist or be asserted. Claimants agree to assume responsibility for any and all expenses, costs or fees incurred by Claimants in connection with the Minor Claimant's alleged injuries or claims that relate to Medicare conditional payments, liabilities, or other rights to payment, relating to medical treatment or lost wages that have been or may be asserted by Medicare. Claimants, will defend, indemnify and hold Link and/or Releasees, harmless from and against any and all Medicare Liabilities and rights to payment related to the Minor Claimant' injuries alleged in the Claims.
- b. While it is impossible to accurately predict the need for medical treatment, this settlement is based upon a good faith determination of the Parties in order to resolve a disputed claim. The Parties have made every attempt to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b) or any other applicable statute. The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services ("CMS") on this settlement, or the Minor Claimant's eligibility or entitlement to Medicare, or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement.

## 17. Miscellaneous.

- a. The section headings or titles used in this Agreement are intended solely for convenience or reference and shall not in any manner amplify, limit, modify, or otherwise be used in the interpretation of any of the provisions herein.
- b. All covenants, representations, and warranties set forth in this Agreement shall be deemed continuing and shall survive beyond the Effective Date.
- c. This Agreement may be signed in counterparts, provided that each Party receives a copy fully signed by the other Parties. In addition, any signature made and transmitted by facsimile or email or other electronic manner, including but not limited to .pdf, .tiff, for the purpose of executing this Agreement shall be deemed an original signature and shall be binding upon the Party whose counsel transmits such signature page by facsimile or email or other electronic manner.

#### 18. Ratification.

This Agreement is subject to ratification and formal approval by the Link Community Charter School Board of Trustees after receipt from Coleman of this signed Agreement.

WHEREFORE, the Parties hereto have read the foregoing Agreement and accept and agree to the provisions contained herein, and hereby have caused this Agreement to be made effective as of the Effective Date.

CLAIMANTS EXPRESSLY ACKNOWLEDGE, REPRESENT, AND WARRANT THAT THEY HAVE READ THIS **AGREEMENT** CAREFULLY: THAT THEY FULLY UNDERSTAND THE TERMS, CONDITIONS AND SIGNIFICANCE OF THIS AGREEMENT: THAT THEY HAVE HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY; THAT THEY, UNDERSTAND THAT THIS AGREEMENT HAS A BINDING LEGAL EFFECT; THAT THEY UNDERSTAND THAT THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS AGAINST RELEASEES, AND ALL RELEASEES WHO ARE NOT PARTIES TO THIS AGREEMENT ARE AND SHALL BE THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT; AND THAT THEY, HAVE EXECUTED THIS AGREEMENT FREELY, KNOWINGLY AND VOLUNTARILY.

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[Signatures to Follow]

**IN WITNESS WHEREOF,** the Parties hereto have read the foregoing Confidential Agreement and General Release and accept and agree to the provisions contained herein and have caused this Agreement to be executed by their respective duly authorized representatives, as of the dates below.

Zabrina Coleman, as legal guardian of (D.	L.)
Zalrina Coleman Dated: OCTOBER 12, 2022	
Foreman Law, P.C. (As to the provisions in Paragraph 2 only)	
By: PAUL S. FOREMAN	
Name: faul & Dremon	
Title: OWNER	
Dated: 10/12	_, 2022
Link Community Charter School	
By:	
Name:	
Title:	
Dated:	2022