

**LINK COMMUNITY CHARTER SCHOOL
BOARD OF TRUSTEES SPECIAL MEETING**

June 27, 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 6:47 pm.

FLAG SALUTE

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

Adequate notice of this meeting of the LCCS Board of Trustees, setting forth time, date and location, was provided by placing a notice with the New Jersey *Star Ledger* and *nj.com*, *Irvington Herald*, *East Orange Record*, *Orange Transcript*, and *Essex Daily News* on May 24, 2022; by email to the city clerks of the four districts of residence and the county superintendent of education on May 24, 2022; by posting notice on the school website; and by communicating same to the Board of Trustees.

ROLL CALL

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

IN ATTENDANCE: NON-VOTING STAFF/BOARD ATTORNEY

Maria Pilar Paradiso, Head of School

Debbie Paczkowski, Board Recording Secretary

Bima Baje, School Business Administrator

Leslie Baynes, Chief Operating Officer

Christine Martinez, Esq., Board Attorney

Sharon Machrone, Director of Communications

APPROVAL OF MINUTES

Resolution #062722-01: Be it Resolved that the Board of Trustees accepts and approves the minutes of the regular and annual meetings held on June 13, 2022.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Voice; passed unanimously

APPROVAL OF AGENDA

Resolution #062722-02: Be it Resolved that the Board of Trustees accepts and approves the agenda for the special board meeting on June 27, 2022.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Voice; passed unanimously

PRESENTATION: Mrs. Maria Pilar Paradiso

PUBLIC COMMENT

During the course of the board meeting the Board of Trustees offers members of the public an opportunity to address issues regarding the operation of LCCS. The Board reminds those individuals to take this opportunity to identify themselves by name and address and to limit their comments to items listed on the agenda and/or items directly related to the operation of the LCCS. Issues raised by members of the public may or may not be responded to by the Board. All comments will be considered, and a response will be forthcoming if and when appropriate. The Board asks that members of the public be courteous and mindful of the rights of other individuals when speaking. Specifically, comments regarding students and employees 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 are no members of the public wishing to speak, Mr. Marshall closed public comments.

ACKNOWLEDGMENT OF CORRESPONDENCE

None.

HEAD OF SCHOOL

Mrs. Paradiso reported a confirmed HIB to the board members.

Ratification of resignation

Resolution #062722-03: Be it Resolved that the Board of Trustees ratifies the resignation of the following, as recommended by the head of school.

| Name | Position | Effective Date |
|-----------------|----------|----------------|
| Shaynie Hayward | Teacher | June 30, 2022 |

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval to amend resolution

Resolution #062722-04: Be it Resolved that the Board of Trustees approves amending Resolution #061322-11 ratification of resignation of the following to be effective June 30, 2022, as recommended by the head of school.

| Name | Position | Effective Date |
|---------------|----------|----------------|
| Annie Tanella | Teacher | June 30, 2022 |
| Asha Alston | Teacher | June 30, 2022 |

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of new hires

Resolution #062722-05: Be it Resolved that the Board of Trustees approves the following new hires to the Personnel List for the 2022-2023 school year, as recommended by the head of school.

| Name | Position | Status | Salary |
|---------------------|----------------------------------|---------------------|----------|
| Mitzi Sierra, M.Ed. | Leave Replacement Vice Principal | Full time/10 months | \$72,000 |

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of summer employment

Resolution # 062722-06: Be it Resolved that the Board of Trustees approves the hiring of the following for summer employment, as recommended by the head of school.

| Name | Position | Stipend | Date |
|------------------------|---|---------|-------------------------------|
| Suzanne Dandie-Lashley | Admin Support and Summer Social Worker/Case Manager | \$6,000 | July 5 through July 29, 2022 |
| Danielle Perrotta | Math Curriculum and Data Planning | \$6,000 | June 27 through July 29, 2022 |

Moved by Ms. Daughtry

Second by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll Call; passed unanimously

Approval of curriculum writing

Resolution #062722-07: Be it Resolved that the Board of Trustees approves the following individuals to develop cuticulum during the summer of 2022, as recommended by the head of school.

| Employee | Curriculum | Stipend |
|------------------|--|----------|
| Kelly Start | Foreign Language, 21 st Century Skills, Financial Literacy, Music, Performing Arts, Art, Social Studies | \$10,500 |
| Natasha Valentin | Social Studies, 5 th Grade | \$1,500 |

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of submission of 2022-2023 Comprehensive Equity Plan Statement of Assurance

Resolution #062722-08: Be it Resolved that the Board of Trustees authorizes the head of school to submit the Statement of Assurance to the Essex County Superintendent providing the extension of the 2019-2022 Comprehensive Equity Plan for Link Community Charter School for the 2022-23 school year, as permitted by the New Jersey Department of Education., as recommended by the head of school.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of 2022-23 Agreement with the Educational Services Commission of NJ

Resolution #062722-09: Be it Resolved that the Board of Trustees approves the agreement with accompanying proposal and estimate for services for the 2022-2023 school year.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Governance Committee

- Committee Report
See attached report.

Approval of the second reading and adoption of bylaw revision

Resolution #062722-10: Be it Resolved that the Board of Trustees approves the second reading and adoption of revision to Bylaw 0141 Board Member Number and Term, as recommended by the Governance Committee.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of the second reading and adoption of policy revision

Resolution #062722-11: Be it Resolved that the Board of Trustees approves the second reading and adoption of Policy 5112, Entrance Age, as recommended by the Governance Committee.

Moved by Ms. Barkley

Second by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll Call; passed unanimously

Approval of the first reading of policy and regulation revision

Resolution #062722-12: Be it Resolved that the Board of Trustees approves the first reading of the revision to the following policies and regulations, as recommended by the Governance Committee:

P 5410 Promotion and Retention

R 5410 Promotion and Retention

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Election of Board of Trustee

Resolution #062722-13: Be it Resolved that the Board of Trustees elects Brenda Daughtry to serve as a trustee on the board for a term beginning July 1, 2022, to the LCCS Annual Board Meeting in June 2024, as recommended by the Governance Committee.

Moved by Ms. Barkley

Second by Mrs. Clarke-Avignant

Discussion: None

Vote: Roll Call; passed unanimously, one abstention (Ms. Daughtry)

Approval to amend Resolution#062722-13

Resolution #062722-13A: Be it Resolved that the Board of Trustees approves amending Resolution #062722-13 Election of Board of Trustee, to elect Brenda Daughtry to serve as a trustee on the board for a term beginning July 1, 2022, to the LCCS Annual Board Meeting in June 2025, as recommended by the Governance Committee.

Moved by Mrs. Clarke-Avignant

Second by Ms. Barkley

Discussion: Mrs. Machrone mentioned term ends 2025.

Vote: Roll Call; passed unanimously, one abstention (Ms. Daughtry)

OATH OF OFFICE, administered to Mrs. Daughtry by the board attorney, Christine Martinez

Appointment to fill board vacancy

Resolution #062722-14: Be it Resolved that the Board of Trustees appoints Marcina Fox to serve as a trustee on the board to fill the vacancy resulting from the resignation of Denise Smith, with a term from August 22, 2022, through June 30, 2023, as recommended by the Governance Committee.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

EXECUTIVE SESSION (Resolution#062722-15)

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 the evaluation of the head of school, a personnel 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

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

The board moved to Executive Session at 7:25pm.

The board returned to the regular meeting at 7:44 pm.

Approval of evaluation of the head of school

Resolution#062722-16: Be it Resolved that the Board of Trustees approves the evaluation of the Head of School, Mrs. Maria Pilar Paradiso, for her performance during the 2021-2022 school year, as recommended by the Governance Committee and discussed in Executive Session this evening.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call: passed unanimously

Approval of head of school contract

Resolution# 062722-17: Be it Resolved that the Board of Trustees approves the attached four-year contract for the head of school, Mrs. Maria Pilar Paradiso, to be effective July 1, 2022, through June 30, 2026, as recommended by the Governance Committee.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

OLD BUSINESS

None.

NEW BUSINESS**Approval of signing bonus**

Resolution# 062722-18: Be it Resolved that the Board of Trustees approves a onetime signing bonus for all LCCS staff employed in the 2021-22 school year and returning for the 2022-23 school year in the amount of \$1,000 each, not to exceed \$43,000 in total to be paid on September 15, 2022, as recommended by the Head of School.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

Approval of additional onetime bonus

Resolution# 062722-19: Be it Resolved that the Board of Trustees approves an additional onetime bonus for LCCS employees identified as early in their career in an effort to retain those who have secured their teaching certificate in the past 5 years and who have a lower salary than comparable Newark Public Schools, in the amount of \$3,000 per employee not to exceed \$40,000 in total, as recommended by the Head of School.

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Roll Call; passed unanimously

ANNOUNCEMENTS

The next regular board meeting will be held on Monday, July 11, 2022.

MOTION TO ADJOURN

Moved by Ms. Daughtry

Second by Ms. Barkley

Discussion: None

Vote: Voice; passed unanimously

The meeting is adjourned at 7:44 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,

A handwritten signature in black ink, appearing to read 'Debra Paczkowski', with a long horizontal flourish extending to the right.

Debra Paczkowski, Board Recording Secretary

Date: June 27, 2022

Approved by the Link Community Charter School Board of Trustees July 11, 2022

Comprehensive Equity Plan Statement of Assurance 2022-2023

send the signed form to your Executive County Superintendent

by June 30, 2022

School District, Charter School or Renaissance School Project Information School Year 2022-2023:

Name of County: Essex

Name of School District/Charter School/Renaissance School Project: Link Community Charter School

Address: 23 Pennsylvania Avenue Newark NJ 07114

Affirmative Action Officer (AAO): Leslie Baynes Telephone #: 973-642-0529

AAO Email: lbaynes@linkschool.org

Alternate Contact Person: Kathleen M. Hester Telephone #: 973-642-0529

Title: Principal

Email: khester@linkschool.org

1. The school district, charter school or renaissance school project has reviewed its implementation strategies for school year 2021-2022 and provides assurance that the implementation timeline has been met at each school within the district, charter school or renaissance school project, if applicable. The areas of noncompliance as indicated in the CEP have met specific indicators of achievement at each site, if applicable, during this previous school year.
2. The school district, charter school or renaissance school project will continue to fully implement the NJDOE approved 2019-2022 Comprehensive Equity Plan through the 2022-2023 school year.
3. The district, charter school or renaissance school project will achieve and maintain compliance with all applicable laws, codes, and regulations governing equity in education including, but not limited to: N.J.S.A.18A:36-20; N.J.S.A.10:5; N.J.A.C. 6A:7; Titles VI and VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; Individuals with Disabilities Education Act (I.D.E.A.) of 1997.

Certification:

By signing below, the Chief School Administrator or Charter or Renaissance School Project Lead Person certifies that all statements above are true and correct:

Name and Title: Maria Pilar Paradiso, Head of School

Signature: Maria Pilar Paradiso

Date: June 22, 2022



EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

MASTER COLLABORATIVE EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made on this _____ day of _____, 20____ by and between the **EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY** (hereinafter referred to as the "ESCNJ") with offices located at 1660 Stelton Road, Piscataway, New Jersey, in the County of Middlesex, and the **BOARD OF EDUCATION OF _____** (hereinafter referred to as the "Board") with offices located at _____, in the County of _____.

WITNESSETH:

WHEREAS, the Board wishes to utilize the services of ESCNJ for Collaborative Educational Services; and

WHEREAS, ESCNJ is willing to provide Collaborative Educational Services to the Board; and

WHEREAS, the Board and ESCNJ believe that ESCNJ can provide comprehensive Collaborative Educational Services; and

WHEREAS, there is a need to reduce to writing the understanding and agreement that exists between the Board and ESCNJ.

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

1. The ESCNJ hereby agrees to provide Collaborative Educational Services to the Board from _____, 2022 through June 30, 2025 in accordance with state laws and regulations.
2. It is hereby understood and agreed by ESCNJ that this Agreement may be terminated by the Board upon one hundred twenty (120) days prior written notice to ESCNJ. ESCNJ may also terminate this Agreement in accordance with paragraph 14 herein.
3. ESCNJ shall assign such administrative supervision as necessary to oversee the Collaborative Educational Services. ESCNJ shall coordinate the services provided pursuant to this Agreement with the Business Administrator.
4. The Collaborative Educational Services provided by ESCNJ shall comply with the applicable provisions of Title 18A Education and New Jersey Administrative Code, Title 6A, Education.
5. ESCNJ, through its personnel or subcontractor, shall provide Collaborative Educational Services. ESCNJ shall provide the Board with periodic updates and written reports as necessary. When services, other than those listed on the Collaborative Service Rates schedule are required, the expense of these additional services will be the responsibility of the Board.
6. ESCNJ shall have sole and exclusive control over the Collaborative Educational Services to be provided with consultation with the Board.
7. All materials will be provided by ESCNJ unless otherwise agreed to prior to the provision of service.
8. ESCNJ shall provide services during regular business hours. If services for after school hours are needed, a special arrangement must be made in consultation, with and consent of the Board and ESCNJ. After school hours that are arranged with the consent of ESCNJ for completion of assignments shall be billed at a rate agreed upon when approved.

9. ESCNJ shall provide reports as necessary to the District Administration.
10. All professional personnel employed by ESCNJ who perform services pursuant to this Agreement shall complete fingerprinting and background checks and possess appropriate New Jersey Certification and must provide the Board with copies of said certificates and NJDOE approvals prior to the provision of services.
11. It is understood that the Board will not offer employment to any ESCNJ staff member employed to work in the Program for at least two (2) years after the employee ceases to work for ESCNJ or contract with any consultant employed to work in the Program for at least sixty (60) days after the consultant ceases to work for ESCNJ.
12. The parties shall each maintain worker's compensation insurance for their employees at the locations covered by this agreement and provide proof of such insurance to the other. The parties shall each name the other as additional insureds on their general liability insurance policies for the locations covered by this agreement and shall provide proof thereof to the other party.
13. ESCNJ shall provide all necessary professional and clerical services needed to fulfill its obligation to the Board. The professional and clerical staff will be employees of the ESCNJ and are entitled to benefits per their ESCNJ contract. The professional and clerical staff will be under the supervision of the ESCNJ. The Business Administrator will act as a liaison between ESCNJ and the Board.
14. The Board agrees to make payments within thirty (30) days of being billed by the ESCNJ pursuant to this Agreement. Payments shall be made based on actual services rendered.

In the event the Board shall fail to make such payments when due, ESCNJ shall have the right to terminate this Agreement upon thirty (30) days notice to the Board and to discontinue all services. In such event, ESCNJ shall be entitled to the value of services provided up to the date of termination and thereafter shall have no further obligation to provide services under the agreement.
15. In the event any provision of this Agreement shall be held invalid or unenforceable by any Court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
16. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.
17. This Agreement, including the Collaborative Service Rates schedule, constitutes the entire Agreement between the Board and ESCNJ and may not be amended or modified except by written instruments signed by the Board and ESCNJ. Collaborative Service Rates shall be recalculated annually for the term of this Agreement and posted on ESCNJ's website: www.escnj.us.
18. Any notice to the parties under this Agreement shall be sent certified mail, returned receipt requested, addressed as follows:

To the Board:

To the ESCNJ: Educational Services Commission of New Jersey
 1660 Stelton Road
 Piscataway, New Jersey 08854
 Attn: Business Administrator/Board Secretary
19. This Agreement shall become effective upon the adoption of a resolution by the Board and execution of this Agreement by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

(Please Print Board of Education Name)

_____, Board Secretary Date

_____, Board President Date

**EDUCATIONAL SERVICES COMMISSION
OF NEW JERSEY**

 6/16/22
Anthony La Marco, Board Secretary Date

 6/16/22
Dale G. Caldwell, Board President Date



EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

PROPOSAL FOR CHILD STUDY TEAM SERVICES FOR LINK COMMUNITY CHARTER SCHOOL

The Educational Services Commission of New Jersey will provide the following services to the Link Community Charter School for the FY23 school year. In the event that services are not rendered to the extent projected, the Link Community Charter School will be refunded any unused portion.

- | | | |
|----|--|---------------------------|
| 1. | <u>Annual Reviews</u> 28 Students @ \$263.00 Each | \$7,364.00 |
| 2. | <u>Re-evaluations</u> 16 Students @ \$1,598.00 | \$25,568.00 |
| 3. | <u>Potential Initials</u> 5 Students @ \$1,598.00 | \$7,990.00 |
| | | TOTAL: \$40,922.00 |

2. Retainer Fee
Before services are rendered, a retainer fee in the amount of \$20,000 is due upon acceptance.

Link Community Charter School

Educational Services Commission
of New Jersey

_____, Board Secretary

Date



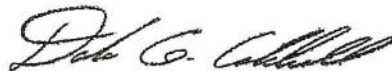
Anthony LaMarco, Board Secretary

6/16/22

Date

_____, Board President

Date



Dale G. Caldwell, Board President

6/16/22

Date

Link Community Charter School
Board of Trustees
Governance Committee Report
June 08, 2022

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

- ❖ Mrs. Machrone reviewed Policy & Regulation 5410 Promotion and Retention. It was revised to reflect K, 1, & 5-8. It was discussed that it is not successful for 8th graders to repeat here at Link Community Charter School but to enroll at another school if they were retained. It was also recommended by Strauss Esmay to have the statement about summer school removed.
- ❖ Mrs. Paradiso shared the recommendation of giving bonuses for returning staff in September. She reviewed the guidelines on how the funds would be disbursed. This is to accommodate the staff on the lower salary range and to help with the impact the economy is having on everyone. It was also stated that since it is a bonus and not an increase in salary it is not pensionable to be more beneficial to the employee. This is not for contracted staff just for employees of Link Community Charter School.

0141 BOARD MEMBER NUMBER AND TERM

Board of Trustees

The Board of Trustees shall consist of nine (9) Trustees. The Head of School and the School Business Administrator/Board Secretary will serve on the Board, ex officio, without the right to vote.

One of the nine trustees will be an officer or designated parent of the Link Parent Association (LPA) selected by the LPA and appointed by the Board, with the right to vote, for a one year period.

No more than twenty percent of the Board may be associated with any one non-profit or for-profit entity.

Term

The terms of office for the initial Board of Trustees were staggered in terms of one, two or three years, as determined by the Founders of Link Community Charter School. For Trustees elected to the Board after the initial Board, terms shall be for three years unless more than four Board seats (or the majority or more of the Board of Trustees) are up for election in any given year in which case the Board shall stagger the terms of those Board seats for one, two or three years as determined by the sitting Board prior to the election. The LPA member serves for one year.

~~Term Limits~~

~~-~~

~~Trustee membership shall be limited to two consecutive three year terms. Previous Trustees shall be re-eligible for membership after a lapse of one year.~~

N.J.S.A. 18A:36A-1 et seq. (Charter School Program Act of 1995)

N.J.A.C. 6A:11-1 et seq. (Charter School Administrative Code)

Adopted: 26 March 2014

Revised: 19 October 2015

Revised: 14 November 2016



5112 ENTRANCE AGE

The Board of Trustees will admit to this district children otherwise eligible by law or Board policy who have attained the age requirements set by law and this Board of Education. The Board requires documentary verification of the age and birthdate of any child for whom admission to this district is sought.

Kindergarten

A child is eligible for entrance into Kindergarten who will have attained the age of five years on or before ~~December 31st~~ October 1st of the school year in which entrance is sought.

The Board may admit to Kindergarten underage children who were properly enrolled in an approved public or private school Kindergarten before transferring to this district and need to undertake the kindergarten program.

First Grade

A child is eligible for entrance into first grade who will have attained the age of six years on or before October 1st ~~December 31st~~ of the year in which entrance is sought or has completed the Kindergarten program of this district or an equivalent program and has been recommended by the teacher for advancement to the first grade or by the decision of the Head of School.

N.J.S.A. 18A:36-19; 18A:38-5; 18A:38-6; 18A:44-1;

18A:44-2; 18A:46-6; 18A:46-6.1

N.J.A.C. 6A:14-3.3

Adopted: 08 November 2021



5410 PROMOTION AND RETENTION (M)

M

The Board of Trustees recognizes that each child develops and grows in a unique pattern and that students should be placed in the educational setting most appropriate to their social, physical, and educational needs. Each student enrolled in this school shall be moved forward in a continuous program of learning in harmony with his/her own development.

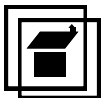
Promotion Standards

Standards for student promotion shall be related to the New Jersey Core Curriculum Content Standards and school goals and objectives and to the accomplishments of students. ~~A student in the elementary grades~~ **Students in kindergarten through grade 8** will be promoted to the next succeeding grade level when he/she has completed the course requirements at the presently assigned grade; has achieved the instructional objectives set for the present grade; has demonstrated the proficiencies required for movement into the educational program of the next grade; and has demonstrated the degree of social, emotional, and physical maturation necessary for a successful learning experience in the next grade.

~~To be promoted, a Link student must achieve passing grades in all core subjects. Should a student fail one of these subjects for the year (ending in June), that student will have the opportunity during the summer to achieve the necessary competency level in that subject in order to be promoted. A student who does not achieve the necessary competency during the summer in that subject will be required to repeat the grade. Should a student fail two or more of the core subjects during the regular school year, a student will be required to repeat the grade.~~

Promotion policies and procedures will be provided to parents as appropriate. Parent and students shall be regularly informed during the school year of the student's progress toward meeting promotion standards.

A teacher who determines that a student's progress may not be sufficient to meet promotion standards shall notify the parent and the student and offer immediate consultation to the student's parent. Every effort shall be made to remediate a student's deficiencies before retention is recommended. The parent and, where appropriate, the student shall be notified of the possibility of the student's retention at grade level in advance and, whenever feasible, no later than two weeks prior to the end of the school year.

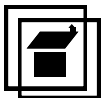


School attendance shall be a factor in the determination of a student's promotion or retention. Only extenuating circumstances should permit the promotion of a student who has been absent more than eighteen days during the school year.

Classroom teachers shall recommend to the Principal the promotion or retention of each student. Parent(s) or legal guardian(s) and adult students may appeal a promotion or retention decision to the Head of School whose decision shall be final.

N.J.S.A. 18A:35-4.9

Adopted: 10 June 2014



R 5410 PROMOTION AND RETENTION (M)

M

The following rules are promulgated in accordance with the policy of the Board of Trustees dealing with the promotion and retention of students.

A. Standards for Student Promotion

~~Grades (five through eight)~~—A **Students in kindergarten through grade 8** will be promoted to the next succeeding grade level when he/she demonstrates the proficiencies required for movement into the next grade.

B. Procedures for Student Promotion

1. A written copy of promotion standards will be given to all parent(s) or legal guardian(s) and students at the beginning of each year.
2. Parent(s) or legal guardian(s) and students will be provided a minimum of three reports each year as to a student's progress towards meeting promotion standards.
3. Teachers who determine that a student's progress may not be sufficient to meet promotion standards shall notify the parent(s) or legal guardian(s) of the student and offer consultation with the parents or legal guardians.
4. Parent(s) or legal guardian(s), and where appropriate the student, will be notified no later than ~~three~~ **two** weeks prior to the end of the year when the possibility of a student not being promoted is determined.
5. A student with fewer than ~~164~~ **162** days attendance in grades five through eight may not be promoted to the next grade level.
6. Extenuating circumstances as determined by the Principal may waive the **162** ~~164~~-day attendance requirements.
7. Classroom teachers shall provide input to the Principal who makes the final decision concerning the promotion or retention of each student.

C. Procedure for Retention or Social Promotion



REGULATION

LINK COMMUNITY CHARTER SCHOOL

BOARD OF TRUSTEES

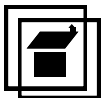
STUDENTS

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PROMOTION AND RETENTION (M)

1. Classroom teachers must initiate the process by providing to the Principal complete forms in accordance with the specified timelines.
2. The Principal will review each case and in consultation with the teacher render a final decision.
3. Parents may appeal a promotion/retention decision to the Head of School whose decision is final.

Adopted: 10 June 2014



CONTRACT OF EMPLOYMENT

This Contract made this ____ day of June 2022, between LINK

COMMUNITY CHARTER SCHOOL BOARD TRUSTEES

in Essex County (hereinafter “the Board”)

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

and

MARIA PARADISO (hereinafter “the Head of School”)

PREAMBLE

WITNESSETH

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

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

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

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

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

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Maria Paradiso as Head of School for the period of July 1, 2022 through June 30, 2026.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Head of School does not currently possess a New Jersey standard school administrator or supervisor certificate or a New Jersey standard or provisional principal certificate in accordance with *N.J.A.C. 6A:9B-12.4* and *N.J.A.C. 6A:9B-12.6*. The parties further acknowledge that the Head of School possesses substantial experience and expertise in the area of school leadership. The Board of Trustees further acknowledges that it has made its selection based on the Head of School's substantial experience and expertise in all areas of school leadership, specifically her 5 years holding the Head of School position in an independent school that provided the basis for conversion, where certification is not required and hands on experience with all vital functions was had, and her past 8 years as Head of School of Link Community Charter School.

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

ARTICLE III

DUTIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

SALARY AND BENEFITS

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

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

a. The Board shall pay the Head of School an annual salary of One Hundred Fifty Eight Thousand One Hundred and Forty Dollars (\$158,140.00) for the 2022-2023 and the 2023-2024 school years and One Hundred Sixty Nine Thousand Two Hundred and Ten Dollars (\$169,210.00) for the 2024-2025 and 2025-2026 school years. This annual salary rate shall be paid to the Head of School in accordance with the schedule of salary payments in effect for other certified employees.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight of July 1, 2026 (the final day of this Contract) unless the parties have agreed to a contract extension. The terms of the extension will govern all increases to take effect after July 1, 2026. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

B. Sick leave. The Head of School shall receive 12 sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, the Head of School shall be entitled to reimbursement at the Head of School's daily rate of pay, based upon a 260 day work year. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed \$15,000.00.

C. Professional Membership. The Head of School shall be entitled to membership, at

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

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

E. Health Benefits:

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

F. Vacation Leave:

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

July 1st of each year of the Contract.

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

3. The Board encourages the Head of School to take her full vacation allotment each year; however, if business demands prohibit the Head of School from using her allotted vacation days in a given year, she may carry over up to ten (10) vacation days to be used during the next year. All days carried over which are not used in the next year will be forfeited.

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

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

H. Personal Leave. The Head of School shall be entitled to 3 personal days, to

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

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

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

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

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

ARTICLE V

ANNUAL EVALUATION

A. The Board shall evaluate the performance of the Head of School at least once a year in accordance with statutes, regulations and Board policy relating to Head of School evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Head of School, and the Head of School and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Head of School's performance where a *Rice* notice has been served upon the Head of School, giving notice that the Head of School's employment will be discussed in closed session, and the Head of School has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the LCCS, which shall include encouragement of student achievement, the responsibilities of the Head of School as set forth in the job description for the position of Head of School, the LCCS's placement on the NJQSAC continuum (with respect to those DPRs that are within the Head of School's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Head of School is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Head of School shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Head of School's personnel file upon the Head of School's request. On or before June 1st of each year of this Contract, the Head of School and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board no later than June

30th of each year of this Contract. The Head of School shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

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

C. The parties also agree that the Board shall not hold any discussions regarding the Head of School's employment, unless the Head of School is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Head of School's performance, or that may adversely affect the Head of School's employment, in public session, unless the Head of School requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

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

1. forfeiture under *N.J.S.A. 2C:51-2*;
2. mutual agreement of the parties;
3. notification in writing by the Board to the Head of School, at least 120 calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
4. misrepresentation of employment history, educational and professional

credentials, and criminal background.

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

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

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

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

ARTICLE VII

RENEWAL-NON RENEWAL

This employment Contract shall not automatically renew.

ARTICLE VIII

COMPLETE AGREEMENT

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

ARTICLE IX

SAVINGS CLAUSE

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

ARTICLE X

RELEASE OF PERSONNEL INFORMATION

PERSONNEL RECORDS

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

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

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

Head of School

Board of Trustees

Maria Paradiso

Brenda Daughtry, Chairperson

Date: _____

Date: _____

WITNESS:

WITNESS:
