

**Ocean Academy Charter School
Board of Education**

Agenda – Board of Trustees Regular Meeting, January 14, 2025

In Accordance with the Open Public Meetings Act: Public Notice of this Meeting pursuant to the Open Public Meetings Act has been given by the Board Secretary in the Asbury Park Press – Paper of Record. Ocean Academy Charter School, 1650 Massachusetts Avenue, Lakewood, NJ. Attendance by virtual or in person.

Anita Raynes Lepelstat – President
Jim Muzikowski – Vice President
Marshall White - Absent
Aase Marie Hare - Virtual
Sharon Hollander
Roxanne Martin
David Corso
Raul Orellana

Valarie Smith (Board Secretary), Lorna Hassel (Head of School), Dawn Cobb-Fossnes (Middle School Principal), Stephen Nichol (High School Principal), David Block (School Business Administrator), Didi Yencer (Whole School Reform), and Board Attorney, Dave Hespe.

Meeting Called to Order by President Anita Lepelstat @ 6:15 pm

Salute to the Flag

Action Agenda

Public Session: No attendees

Old Business

Approval of Meeting Minutes of November 12, 2024

Motion to approve the minutes of November 12, 2024 by Jim Muzikowski

Seconded by Raul Orellana

Vote: Unanimously

Principal’s Report Presented by Lorna Hassel

Month of November – Staff & Student Attendance

Total Staff - 118

Full Days Taken Off - 120

Half Days Taken Off - 36

Total # of Students - 545

Student Absences - 265

Month of December – Staff & Student Attendance

Total Staff - 119

Full Days Taken Off - 54

Half Days Taken Off - 21

Total # of Students - 544

Student Absences - 241

New Business

Changes in Personnel – Presented by Lorna Hassel

Millie Tuche has decided to take early retirement and her last day at Ocean Academy was December 13th. (Her job was High School Administrative Assistant)

Maria Nieves, formerly a High School Para, has taken the job of High School Administrative Assistant.

Joseph DeLuca, gym teacher (elementary / middle) has given his resignation, and his last day will be March 7, 2025.

Angela Masteria – ESL Teacher Resignation

Motion to Accept Personnel Changes made by Raul Orellana




Seconded by David Corso

Vote: Unanimously Approved by the Board

Update on New High School Building, Construction, etc – Presented by Tom McMahon

We should see quite a bit of active construction in the next few months. Estimated move-in date to be December 2025.

High School Happenings Presented by Stephen Nichol

-  Christ United Facility – Heating Issues
-  Student Gym Athletics & Competitions
-  Academic Updates

New Initiative in ESL – Presented by Valarie Smith

In following NJ Regs, 30 students have been identified by the ESL team teachers as not needing ESL services despite not passing the final grading test. 26 of these students were approved to leave the program per parental permission, 2 wanted their children to continue in the program, and 2 are outstanding and will stay in the program until we hear from the parents.

Additional Possible Field Trips – Presented by Valarie Smith

We would like to add Four additional places to our Field Trip List

- ✚ Tree to Tree Adventure - Tree To Tree Cape May is South Jersey’s premier aerial adventure course featuring zip lines, nets, Tarzan swings and other fun obstacles for those aged 7 and up. Cape May, NJ
- ✚ Cirque Du Soleil, New York
- ✚ Island Adventure – NJ’s Largest Water Park in Atlantic City
- ✚ Science (STEM) Field Trip to IFly

Motion to Accept Three Possible Field Trip Opportunities by Anita Lepelstat

Second by Aase Hare

Vote: Unanimously Approved by the Board

Approval of Teachers Contract Presented by Valarie Smith

Ocean Academy Charter School for the 2025-26 School Year

CERTIFICATED EMPLOYEE CONTRACT:

Our Mission

“ to provide elementary students with a high quality and student-centered education in a safe, nurturing, and challenging environment so that all students achieve their highest level of academic success.”

This Agreement is made by and between Ocean Academy Charter School, a New Jersey public charter school and non-profit corporation, (hereinafter referred to as the “Employer” and or OACS) and

_____ hereinafter referred to as “Employee”) as of the ____ day of _____, 202-.

It is mutually covenanted and agreed by and between the parties hereto as follows:

Offer of Employment:

The Employer hereby engages the employee to perform the services of ELEMENTARY SCHOOL TEACHER on a full-time basis and employee hereby accept such employment in accordance with the terms and conditions of this Employment Contract.

Your term of employment shall be July 1, 202- to June 30, 202- for 188 school contact days and 10 extra professional development days pursuant to the school calendar adopted annually by the Board of Trustees.

The Employer shall pay you an annualized salary of _____. Employee salaries will be paid in 20 equal installments on the 15th and the last day of each month beginning with the first payment on September 15th of that school year and the last payment on the last day of June of that school year. This schedule aligns with the TPAF contribution schedule as outlined by

the state. Additional income such as stipends will be paid in accordance with school policy. This salary amount shall cover all hours worked during the term of this contract. The salary listed above shall be prorated for employment beginning after September 1st of any calendar year.

This Employment Contract is subject to your holding a valid instructional certificate in good standing, as stated below, issued by the New Jersey State Board of Education.

CERTIFICATION(S)/DEGREE(S)/CRIMINAL BACKGROUND CHECK REQUIRED:

The employee represents and warrants to Employer by signing this contract that he or she is properly licensed and certified to teach in the public schools of the State of New Jersey, and that he or she possesses the particular certifications, endorsements and licenses required by the laws of the State of New Jersey for the particular assignment of the employee at Ocean Academy Charter School. It is the affirmative duty of an employee to advise the school within 24 hours of receipt of any notice received from the state of New Jersey pertaining to a defect, suspension, revocation or termination of their certification or license. It is expressly understood that Ocean Academy Charter School is relying upon the employee's representations pursuant to this provision and that it is the exclusive responsibility of the employee to know and be familiar with the State laws referenced in this provision and governing their employment as public school teacher in the State of New Jersey.

You must present satisfactory completion of background and reference check; provision of complete and accurate employment and educational history; and provision of a completed physical examination, obtained at your own expense, including the test for tuberculosis, rendering you fit for full time employment. Failure to perform these required steps within 30 days after the execution of this Employment Contract, without good cause as determined by the Board of Trustees, may result in immediate rescission of this offer of employment.

In the event you are unable to provide your aforementioned instructional certificate and/ or your certificate is suspended, revoked or withdrawn, this Employment Contract and your employment hereunder shall be terminated immediately. You hereby agree to furnish the appropriate certificate to the Employer, the County Superintendent of Schools, or any other agency designated by the Employer within seven (7) days of the execution of this Employment Contract, and to provide your current certification when such is renewed.

Every employee of Ocean Academy Charter School shall submit to a criminal background check and provide fingerprints in a time frame directed and mandated by the Lead Person of Ocean Academy Charter School. It is expressly understood that by signing this Agreement an employee is representing and warranting to Ocean Academy Charter School that they have no adult convictions for crimes or offenses, or felonies or misdemeanors in the State of New Jersey or any other state of the United States that would disqualify them from school employment. Further it is expressly understood that the obligation for a criminal history background check as contained in this provision is mandated by the laws of the State of New Jersey pertaining to the operation of the public schools. In addition to this mandate, pursuant to the policies of the Board of Ocean Academy Charter School and for the mutual promises and covenants contained in this Agreement, by signing this Agreement the employee undertakes a continuing duty to disclose to The Ocean Academy Charter School any arrest and/or conviction of any crime or offense or felony or misdemeanor (not traffic or local ordinance offenses); and therefore, it is expressly understood by the employee that if at any time after passing the initial criminal history check, the employee is charged or convicted of a crime or offense or felony or misdemeanor of any nature, the employee will immediately disclose the event to the Lead Person of Ocean Academy Charter School. Failure to disclose to the Lead Person shall constitute a basis for immediate termination.

JOB DESCRIPTION AND DUTIES

JOB DESCRIPTION: EMPLOYEE HEREBY ACCEPTS SUCH EMPLOYMENT AND AGREES TO FAITHFULLY DO AND PERFORM ALL DUTIES INCLUDING:

1. *Deliver effective, high-quality, rigorous instruction in the content areas that produce high levels of student achievement, both academic and linguistic; as given to you in the school curriculum and planned for in your lesson plans;*
2. *Deliver exceptional aligned and standards-based instruction in assigned content area(s) and grade level(s) that ensure academic growth for all students; as evidenced in your lesson planning from the school curriculum;*
3. *Develop daily and unit lesson plans that are thoughtful, thematic, goal-oriented, and aligned with curriculum, and carefully plan lessons for substitutes when unable to attend school;*
4. *Possess and maintain a mastery of the content knowledge area and skills to successfully teach assigned content area(s) and grade(s);*
5. *Participate actively in curriculum development;*
6. *Be responsible for all school materials that are given to you for school use (computers, curriculum biner, etc.) Lack of care may result in financial penalty;*
7. *Develop relevant materials and adapt existing curricula to meet the needs of students;*
8. *Possess a high level of technological understanding and a willingness to take advantage of professional development opportunities in the area of technology and assessment, as well as immersion education and related areas;*
9. *Maintain adequate records of students' achievement on school's online management system and behavioral performance and complete report card promptly as scheduled; and keep a record of those communications;*
10. *Maintain adequate records of students' achievement on school's online management system and behavioral performance and complete report card promptly as scheduled; and keep a record of those communications;*
11. *Be available for parent/teacher conferences, parent/student orientations, award nights, and Graduations;*
12. *Check homework and assist students in any areas that show a lack of understanding of homework assignments;*
13. *Plan and chaperone field trips;*
14. *Establish a good working relationship with other teaching professionals for integration of best practices into the classroom and the curriculum;*
15. *Implement the school-wide discipline policies in the classroom and throughout the school; and attend disciplinary hearings as needed;*
16. *Maintain a neat, clean classroom environment that enhances learning;*
17. *Attend, as needed, Child Study Team meeting & Intervention & Referral Team Meetings;*
18. *Attend regular faculty meetings, PLC meetings, Departmental meetings and trainings and professional development sessions;*
19. *Differentiate instruction for children of different linguistic, cultural and academic backgrounds, as well as for children with different learning styles including English Language Learners, students with special needs and identified struggling students with the same high expectations you have for all students. Further, you commit to diligently provide them with accommodations and/or modifications outlined in their learning plans, such as an IEP, ELL Plan, and tiered intervention plan. This will ensure the highest level of effective learning for each student you serve; and*
20. *To follow all rules set forth in school policy as well as other communicated directives, both verbal and written, and to carry out all other duties as assigned by the Head of School and Executive Director.*

DUTIES: *You shall perform all duties as outlined in the job description for your position, set forth above. You shall also perform such additional work as may be required by the Lead Person or his/her designee from time to time under the terms and conditions and according to the directions, instructions and control of the Lead Person or his/her designee. Certain duties may include, but are not limited to, attending state testing, cafeteria duties; and any additional school-wide community duties as may be needed.*

CHANGE OF DUTIES: *You acknowledge the right of the Employer to reassign you to a different job assignment consistent with your certification and education, and consistent with the Employer's needs. Your duties may be changed from time to time without having any effect upon any other terms of this Employment Contract.*

EMPLOYER'S RULES & REGULATIONS: *You shall strictly adhere to all of the rules and regulations of the Employer which are presently in force, or which may be established hereafter with respect to your conduct as an employee. You shall also strictly*

follow the directions of the Employer with respect to the methods to be used in performance of your duties. You are responsible for continuing and maintaining the Employer's standards of professionalism, uniformity and quality, with regard to teaching methods.

HOURS OF WORK

This is a 10-month position full time position and Employee is expected to be at work from 7:15—3:45 on Mondays through Fridays except one meeting per week will require attendance until 4:30. Hours may be subject to change according to the operational needs of the school at the discretion of the Administration and Board of Trustees. It is expected that this work will take place on the school site, although certain circumstances (e.g. COVID protocols, field trips, service projects, conferences and outreach activities) will take the employee off-site and may occur during evening or weekend hours.

BENEFITS

Holidays: You are not required to work on holidays as set forth in the school year calendar, and there is no reduction to your salary for the holidays on the school calendar.

Leave: Employee is entitled to three (3) personal days annually, pre-approved by the Principal which expire at the end of each year on June 30th, and to use ten (10) personal sick days which may be accumulated if not used during the course of the current school year pursuant to law and board policy. All time off must be taken in accordance with school policy. Personal leave requests must be submitted one (1) week in advance, except in an emergency. A request for personal leave may be denied if the Employee's absence on the date specified would hinder school operations. You will also be granted up to two (2) days of absence without loss of salary due to death in your immediate family. Such bereavement days include, if appropriate, holidays and other days when school is closed, but do not include weekends. "Immediate family" shall be defined as spouse, partner in a civil union, son, daughter, stepson, stepdaughter, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandson, granddaughter, grandparent, mother or father of an employee's spouse or partner in a civil union, son-in-law, or daughter-in-law.

Professional Development: You may be granted up to two (2) days, upon approval by the Administration, for the purpose of professional development during the term of your employment under this Employment Contract. A written report must be provided to the Head of School for any professional development attended by the employee and paid for by the school, summarizing the new knowledge acquired by the employee and what was learned in the professional development can be utilized in the classroom by the employee for the benefit of Ocean Academy Charter School Students.

Health Benefits You and your family members will be eligible for health insurance coverage as provided to eligible staff under terms determined by the Employer. Each employee will have health benefit contributions deducted from his or her paychecks in accordance with NJ Chapter 78.P.L.2011. Employer may modify or cancel its benefit plan(s) at its sole discretion, at any time, with or without notice, consistent with the requirements of state and federal law. Benefit coverage will begin on September 1st for eligible employees hired for day 1 of the school year. Benefit coverage will start on the 1st of the month following the hire date for eligible employees hired after the first day of school. Any discrepancy between the benefits discussion here and the actual plan documents, the plan documents shall prevail.

Pension Employee will be enrolled in the New Jersey teacher pension and annuity fund (TPAF) as outlined by program guidelines. TPAF is administered solely by the state of New Jersey and all decisions about the program are made solely by the state of New Jersey, not Employer. The Ocean Academy Charter School will withhold from the employee's pay and facilitate payments to the New Jersey Teachers' Pension and Annuity Fund (TPAF) in the amounts required by law. An employee will sign an acknowledgement that they have registered with the New Jersey Member Benefit Online System (MBOS) and reviewed the obligations for contributory and non-contributory life insurance prior to commencing duties pursuant to this Agreement.

EQUIPMENT

You are required to return any and all materials, documents, equipment, real property, badges, credentials, keys, products, charge cards, telephones, pagers, computer and any other equipment supplied to you by the Employer. You are responsible for all materials, supplies, and equipment supplied to you and loss of any item will result in a pay deduction to compensate for cost of replacement.

TERMINATION AND SUSPENSION OF EMPLOYMENT – GENERAL PROVISIONS

Employee's employment may be terminated by Employer at any time **for cause** without advance notice. Employee's employment may be terminated by Employer **without cause** upon 30 days written notice. Employee may terminate employment upon providing 60 days written notice. Employer, in its sole discretion, may choose to release Employee from the 60-day notice obligation or require less than 60 days notice, at which point the Employee's pay will also end as of the earlier date.

CONFIDENTIALITY OF RECORDS

1. You acknowledge that all records belonging to the Employer, including without limitation all student lists, curriculum, Policies and Procedures and business plans and practices (the "Employer Records") (1) are proprietary, (2) are the separate property of the Employer, and (3) may not be transferred by you to any other person or entity, either during the said term of employment or thereafter. **Employee is specifically responsible for maintaining the confidentiality of student information and only sharing it with necessary parties as required by Federal and State law.** You further agree to surrender all Employer Records in your possession to Employer upon termination of employment.

SEVERABILITY: GOVERNING LAW

If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any clause or

provision, which shall remain in full force and effect. The contract shall be governed by the laws of New Jersey.

COMPLETE AGREEMENT

This contract supersedes all prior contracts and understandings between you and Employer, and shall not be modified, changed or altered by any promise or statement by whosoever made, until such modification shall have been approved by the Board of Trustees and set forth in writing, signed by the parties hereto. The contract is contingent upon the approval and continuation of a valid charter. You agree that you will comply with all federal and state statutes which may apply to the operation of the school and your employment, together with any and all federal and state regulations and policies of the Board of Trustees.

WAIVER OF BREACH

The waiver by the Employer of a breach of any provision of this contract shall not operate or be construed as a waiver of any subsequent breach by the Employer.

ACCEPTANCE OF TERMS AND CONDITIONS OF EMPLOYMENT.

INITIALING OF EACH PAGE AND SIGNATURES

I accept the terms and conditions of employment as contained in this Agreement and in the policies of Ocean Academy Charter School. Further, I warrant and represent that I have initialed each page of this document to signify that I have read and understand each page and each provision of this Agreement, that any and all questions that I have about this Agreement have

been answered to my satisfaction, and that I am able to fulfill all of my obligations and responsibilities pursuant to this Agreement.

In Witness Whereof, the undersigned have executed this Employment Contract the date and year above written.

_____	_____
<i>President of the Board of Trustees</i>	<i>Date</i>
_____	_____
<i>Employee Signature</i>	<i>Date</i>

The Ocean Academy Charter School is an Equal Opportunity Employer, and does not Discriminate based on gender, race, ethnic background, religion, disability or other protected category.

Motion to Accept the 2025-2026 Teachers’ Contract as presented by Jim Muzikowski
Seconded by Paul Orellana
Vote: Unanimously Approved by the Board

Financials – Presented by David Block

Approval of Monthly Financial Report as Presented

Monthly Financial Reports (Bill Listings for the Months of December & January)

Motion to Accept & Approve the Financials as Presented by David Block made by David Corso
Second: Anita Lepelstat
Vote: Unanimously Approved by the Board

Letter to Governor about Instagram - Presented by Valarie Smith

December 12, 2024

The Honorable Philip Dunton Murphy
Governor
State House – P.O. Box 001
Trenton, NJ 08625

Re: Social Media - Meta

Dear Governor Murphy:

As you are aware, schools are held to high standards regarding students emotional and physical well-being under NJ's "Anti-Bullying Bill of Rights" Law.

Unfortunately, we have had a serious issue here at Ocean Academy Charter School that is dependent on the cooperation from Meta's Instagram social media site. We found that one of our students created three (at least that is what we have found) Instagram accounts using the Ocean Academy School's name and the school's Dolphin logo. The intent of these accounts were to demean, harass, and bully fellow students by posting photos of them with derogatory comments by the poster and subsequently "comments" by other viewers of the sites.

The sites are as follows: oacs_shoes, oacs_wildlife, and oacs_drama.

We have identified the student and the appropriate disciplinary measures have been put into place along with an H.I.B. report in compliance with state regulations and school policy.

We immediately contacted Instagram/Meta to have the accounts taken down. We waited several days for removal of the accounts and to date only one account, oacs_drama, has been taken down. The other two are still running.

It is my understanding that our Attorney General, in collaboration with other states, has submitted a federal complaint alleging that Meta's business practices violate the Children's Online Privacy Protection Act. I present to you local evidence that suggests Meta has failed to establish prioritized channels for addressing complaints from schools concerning compliance with the Children's Online Privacy Protection Act.

Enclosed is a copy of the "status report" from Meta in trying to shut down the accounts made in our school's name and screenshots of the type of postings that were made to that account.

Very truly yours,

Valarie M. Smith
Lead Founder & Executive Director

Cc: Matthew J. Platkin, Attorney General
The Honorable Chris Smith
The Honorable Robert Singer
Commissioner Kevin Dehmer
David Hesse, Esq. Porzio, Bromberg, & Newman

Board Comments: Next Board Meeting will be Tuesday, March 11, 2025

Announcements: None

Motion to Adjourn: at 6:49 PM

Motion made by Anita Lepelstat

Second by Paul Orellana

Vote: Unanimously Approved by the Board