

WEST ORANGE BOARD OF EDUCATION
Special Board Meeting July 9, 2020
6:30 P.M. Executive Session
7:30 P.M. Public Session
Virtual

Revised Agenda

I. ROLL CALL OF THE MEMBERS

II. NOTICE OF MEETING: Please take notice that adequate notice of this meeting has been provided in the following manner:

- A. That a written notice was sent from the Office of the Secretary of the Board at 4:00 p.m. on June 19, 2020.
- B. That said notice was sent by regular mail to the West Orange Township Clerk and the Editors of the West Orange Chronicle and the Star-Ledger.
- C. That said notice was posted in the lobby of the Administration Building of the Board of Education.

III. WEST ORANGE BOARD OF EDUCATION RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, while the "Sen. Byron M. Baer Open Public Meetings Act" (N.J.S.A. 10:4-6 et seq.) requires all meetings of the West Orange Board of Education to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," without the public being permitted to attend, and

WHEREAS, the Board has determined that two (2) issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance and shall be discussed during an Executive Session to be held on Thursday, July 9, 2020 at 7:30 P.M., and

WHEREAS, the nine (9) exceptions to open public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box which will be marked when the issues to be privately discussed fall within that exception, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written:

☐ "(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

☐ "(2) Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

- ☐ "(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matters, described as specifically as possible without undermining the need for confidentiality are: _____.
- ☐ "(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between the Board and _____.
- ☐ "(5) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:
- ☐ "(6) Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:
- ☒ "(7) Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality are: Settlement Agreement Student # 2604093 and negotiations of insurance renewals.
- ☐ "(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478 (1991), the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are:
- ☐ "(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

WHEREAS, the length of the Executive Session is estimated to be sixty (60) minutes after which the public meeting of the Board shall (select one) ☐ reconvene and immediately adjourn or ☒ reconvene and proceed with business where formal action will be taken.

NOW, THEREFORE, BE IT RESOLVED that the West Orange Board of Education will go into Executive Session for the above stated reasons only; and

BE IT FURTHER RESOLVED that the Board hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure.

IV. PUBLIC SESSION AT 7:30 P.M.

V. PLEDGE OF ALLEGIANCE

VI. SUPERINTENDENT/ BOARD REPORTS

A. Reopening Plans

VII. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS

VIII. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations / Retirements

- a. Superintendent recommends approval to the Board of Education for the following certificated staff resignation(s) / retirement(s):

Name	Location	Position	Reason	Effective Date
Victoria Busby	Washington	Kindergarten	Resignation	6/30/20
Shireen Moidu	Liberty	Science	Resignation	6/30/20
Diana Rotellini	Gregory	Resource Room	Resignation	8/31/20

- b. Superintendent recommends approval to the Board of Education for the following non-certificated staff resignation(s) / retirement(s):

Name	Location	Position	Reason	Effective Date
Jose Arce	Roosevelt	Custodian	Resignation	7/24/20
Barbara Thaxter	Gregory	Lunch Aide	Resignation	6/18/20

2. Rescissions

- a. Superintendent recommends approval to the Board of Education for the following rescission(s):

Name	Location	Position	Effective Date
Danielle Heller	Mt. Pleasant	Resource Room Leave Replacement	7/1/20

3. Appointments

- a. Superintendent recommends approval to the Board of Education for the following certificated staff appointment(s). Step / Salary may be adjusted upon ratification of collective bargaining agreement:

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
<u>Jeanina Abramo</u>	<u>WOHS</u>	<u>Culinary Arts</u>	<u>Salaam</u>	<u>BA</u>	<u>3</u>	<u>\$57,681*</u>	<u>9/1/20 - 6/30/21</u>
Jennifer Castano	Roosevelt	Special Education / Mathematics	Marcus reassigned	BA	5	\$58,504	9/1/20 - 6/30/21
Eileen DeCaro	WOHS	Biology	Franek	DR	14	\$87,499	9/1/20 - 6/30/21
Amanda Faison	Gregory	Primary Autistic	New	MA	10	\$64,855	9/1/20 - 6/30/21
Rachel Horowitz	Kelly	Grade 4 Leave Replacement	Amendola	BA	3	\$57,681 prorated	9/1/20 - 12/23/20

*must be enrolled in and pending the acquisition of a BA

- b. Superintendent recommends approval to the Board of Education for the following non-certificated staff appointment(s). Step / Salary may be adjusted upon ratification of collective bargaining agreement:

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Kianna Montplaisir	WOHS	Security Guard Leave Replacement	Casolaro	Security	6	\$45,958 prorated	7/10/20 - 10/16/20

- b. Superintendent recommends approval to the Board of Education for the following certificated staff summer assignments. Stipends / Rates may be adjusted upon ratification of collective bargaining agreement: (Att #1)
- c. Superintendent recommends approval to the Board of Education for the following non-certificated staff summer assignment(s). Stipend may be adjusted upon ratification of collective bargaining agreement:

Name	Location	Position	Stipend/Rate of Pay	Effective Dates
Brian Green Washington	WOHS	Summer Security Assignment	\$24.84 per hour not to exceed 7 hours per day	6/23/20 - 7/6/20

- d. Superintendent recommends approval to the Board of Education for the following negotiated co-curricular staff assignments for the 2020-2021 school year at the approved contractual rates. The operation of WOHS competitive sports and extracurricular clubs / organizations is pending public health guidelines as determined by the State of New Jersey for the 2020-2021 school year. Stipends / Rates may be adjusted upon ratification of collective bargaining agreement:
- 1) West Orange High School co-curricular/Marching Band assignments, (Att. #2)
 - 2) West Orange High School coaching assignments, Summer / Fall, 2020 (Att. #3)
- e. Superintendent recommends approval to the Board of Education for the following substitute appointment(s) at the appropriate substitute rates for 2020-2021:

Name	Certification Code	Teacher	Paraprofessional	Administrative Assistant	Lunch Aide	Nurse	Custodian
Edward Ficcaro	N/A						X

4. Leaves of Absence

- a. Superintendent recommends approval to the Board of Education for the following leaves of absence for non-certificated staff:

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Paul Casolaro Medical	WOHS Security Guard	7/1/20 - 10/16/20	N/A	N/A	10/19/20
Rosa Gomez Medical	Liberty Custodian Night Shift	5/18/20 - 11/6/20 amended	N/A	N/A	11/7/20 amended
Edwin Torres Medical	Gregory Custodian Night Shift	N/A	7/1/20 - 7/15/20	N/A	7/16/20

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of the Ready New Jersey Summer Learning Program, a remote summer intervention program for Title I/BSI and ESL students, between July 27, 2020 - August 27, 2020 in the amount of \$32,129.94 funded by the CARES Act Elementary and Secondary School Emergency Relief Fund (ESSER).

C. FINANCE

b.) Business Office

1. Recommend approval of the following insurance policies as per the recommendation of the Board of Education's insurance broker, Balken Risk Management Services, LLC:

Carrier	Type	Term	Amount
American Alternative	General Liability Employee Benefit Liability Auto Liability and Physical Damage Excess Liability	7/1/20-7/1/21	\$263,785
American Alternative	Property Scheduled Equipment Equipment Breakdown Computer Equipment and Media Earthquake and Flood Crime	7/1/20-7/1/21	\$235,031
American Alternative	School Board Leaders Error & Omissions (including Employment Practices Liability)	7/1/20-7/1/21	\$73,580
Chubb/ACE	Environmental	7/1/20-7/1/21	\$21,074
NJUEP	Excess Liability	7/1/20-7/1/21	\$73,401

Carrier	Type	Term	Amount
Philadelphia	Student Accident	7/1/20-7/1/21	\$78,783
ARCH	Excess Workers Compensation	7/1/20-7/1/21	\$66,726
RLI	Bonds	7/1/20-7/1/21	\$2,860

2. Recommend approval of Service Agreement for Administration of Workers' Compensation Self-Insurance Program between PMA, Blue Bell, PA and the West Orange Board of Education for claims and case management services, for the period 7/1/20-6/30/23, as per the recommendation of the District broker, Balken Risk Management Services, LLC, at the following rates:

Period	Fee
7/1/20-6/30/21	\$17,500
7/1/21-6/30/22	\$17,500
7/1/22-6/30/23	\$17,500

3. Recommend approval of submission of the ESSA/ESEA (Every Student Succeeds Act) Consolidated Grant Application inclusive of Titles IA, IIA, III, III Immigrant, and IVA for Fiscal Year 2021 in the amount of \$1,257,884, and acceptance of the grant award of these funds upon subsequent approval of the FY2021 ESSA/ESEA Application.

	Public	Non-Public	Total
Title I A	\$935,050		\$935,050
Title IIA	\$158,064	\$36,860	\$194,924
Title III	\$44,513		\$44,513
Title III Immigrant	\$14,517		\$14,517
Title IV	\$55,855	\$13,025	\$68,880
Total	\$1,207,999	\$49,885	\$1,257,884

4. Recommend approval of submission of the IDEA (Individuals with Disabilities Education Improvement Act) Consolidated Grant for the period 7/1/20-6/30/21 in the following amounts:

Basic Public Amount	\$1,560,285
Basic Non Public Proportionate Amount	\$208,284
Total Basic	\$1,768,569
Preschool	\$68,789

5. Recommend approval of Settlement Agreement regarding GCM Claim No. NJPF19040002 in the matter of Student # 2604093.
6. Recommend approval of proposal from EI Associates, Cedar Knolls, NJ for Parent Drop-off and Pick-up Striping Plan at Redwood Elementary School in an amount not to exceed \$5,000.
7. Recommend approval of Resolution Agreement for participation in Coordinated Transportation Services for the 2020-2021 school year between the West Orange Board of Education and the Union County Educational Services Commission for Special Education Transportation. (Att. #4)

IX. PETITIONS AND HEARINGS OF CITIZENS

X. REPORT FROM THE BOARD PRESIDENT AND/OR BOARD MEMBERS

XI. NEXT BOARD MEETING to be held at 7:30 p.m. on July 15, 2020 virtually.

XII. EXECUTIVE SESSION (as deemed necessary)

WHEREAS: The Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED: The Board of Education adjourns to closed session to discuss personnel, legal and miscellaneous confidential matters. Be it further

RESOLVED: The minutes of this closed session will be made public when the need for confidentiality no longer exists.

XIII. ADJOURNMENT

Certificated Staff Summer Assignments

Name	Location	Position	Stipend/Rate of Pay	Effective Dates
Mercedes AsquiArroba	.5 Mt. Pleasant / .5 Redwood	ESL Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Darlene Berg	Central Office	Supervisor Mathematics, K-5 Math Curriculum work	\$500 per diem* not to exceed 5 days	7/1/20 - 8/31/20
Jenna Blecke	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Lori Boyd	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Patricia Burke	Redwood	Intervention Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Jillian Costantino	Washington	Intervention Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Emily DeBaun-Orr	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Kristina Estupinan	Mt. Pleasant	ESL Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Meara Franowicz	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Melissa Halter	Redwood	Intervention Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Kathryn Hedlund	District	Summer CST School Occupational Therapist Case Management	\$66.30 per hour not to exceed 10 hours	6/23/20 - 8/31/20
Kathryn Hedlund	District	Summer CST School Occupational Therapist Evaluations	\$203 per evaluation not to exceed 10	6/23/20 - 8/31/20
Karen Lott	Hazel	Intervention Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Marisa Mitterman	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Kimberly Pallant	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Joyce Soto	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
Beverly Tindall	Redwood	Library Media Specialist to assist with LMC project	\$100	6/23/20 – 7/8/20
AnnMarie Torre	Hazel	Intervention Teacher Ready NJ Summer Learning Program (Virtual)	\$49.98 per hour* not to exceed 80 hours	7/27/20 - 8/27/20
Jeffrey Weiler	District	Summer CST School Occupational Therapist Case Management	\$66.30 per hour not to exceed 10 hours	6/23/20 - 8/31/20
Jeffrey Weiler	District	Summer CST School Occupational Therapist Evaluations	\$203 per evaluation not to exceed 10	6/23/20 - 8/31/20

*Funded by NJ ESSER

Stipends / Rates may be adjusted upon ratification of collective bargaining agreement
Board approved July 9, 2020

**2020-2021 WOHS
Co-Curricular Assignments
Marching Band**

Club / Organization*	Advisor	Stipend**	Advisor Location
Marching Band: Assistant Director	Andrea Rommel	\$5,048	Wash/Red
Marching Band: Assistant Director	Chris Tarantino	\$5,048	OOD
Marching Band: Assistant Director	Michael Denburg	\$5,048	WOHS
Marching Band: Associate Director	Erin Lagatic	\$6,512	WOHS
Marching Band: Color Guard	Christina Doherty	\$3,290	OOD
Marching Band: Color Guard Assistant Coordinator	Kevin Schlear	\$4,080	OOD
Marching Band: Color Guard Designer, Overall Effects and Drill Designer	Alec Smith	\$3,060	OOD
Marching Band: Color Guard Drill	Brianna Toddman	\$1,530	OOD
Marching Band: Color Guard Flags	Matthew Pouy	\$2,040	WOHS
Marching Band: Director	Lewis Kelly	\$13,632	WOHS
Marching Band: Percussion Instruction	TBD	\$1,530	
Marching Band: Visual Consultant	Katie Westerlund	\$510	OOD
Marching Band: Visual Drill and Design	Chris Cubias	\$3,315	OOD
Marching Band: Visual Instruction	Joshua Zimmer	\$1,275	OOD
Marching Band: Visual Instruction	Matthew Pouy	\$1,275	WOHS

*The operation of WOHS extracurricular programs is pending public health guidelines as determined by the State of New Jersey for the 2020-2021 school year.

**Stipends/Rates may be adjusted upon ratification of collective bargaining agreement.

2020-2021 WOHS
Summer / Fall Coaching Assignments

Season / Sport	Stipends	Name	Location
Summer 2020			
Strength & Conditioning	\$7,140	Paul Chegwiddden	OOD
Weight Training	\$3,833	Darnell Grant	WOHS
Fall 2020			
Cheerleading: Head	\$19,379	Taylor Calixto	OOD
Cheerleading: Assistant	\$14,591	Ashley Rhodes	OOD
Cheerleading: Assistant	\$14,591	Gina Piserchio	WOHS
Cross Country: Head	\$8,651	Jason-Lamont Jackson	WOHS
Cross Country: Assistant	\$6,512	Miriam Kargbo-Jackson	Redwood
Football: Head	\$14,366	Darnell Grant	WOHS
Football: 1 st Assistant	\$11,504	Peter Pascarella	Edison
Football: 1 st Assistant	\$11,504	Cyrus Harbin	OOD
Football: Assistant	\$10,771	Jerome Hayes	WOHS
Football: Assistant	\$10,771	William Keegan	OOD
Football: Assistant	\$10,771	Richard Forfa	OOD
Football: Assistant	\$10,771	Andrew Mazurek	OOD
Football: Assistant	\$10,771	Anthony Shaw	OOD
Football: Volunteer	\$0	Joseph Anderson	OOD
Football: Volunteer	\$0	Brian Green	OOD
Football: Volunteer	\$0	Abdul Hanks	OOD
Football: Volunteer	\$0	Donald Massey	OOD
Football: Volunteer	\$0	Emmanuel Weaver	OOD
Soccer: Boys' Head	\$11,504	Douglas Nevins	WOHS
Soccer: Boys' Assistant	\$8,651	Ferdinand Christian	Liberty
Soccer: Boys' Assistant	\$8,651	Gregory Marchesi	St. Cloud
Soccer: Boys' Assistant	\$8,651	Brayan Martinez	WOHS
Soccer: Girls' Head	\$11,504	Sean Devore	Roosevelt
Soccer: Girls' Assistant	\$8,651	Sebastian DePinho	Kelly
Soccer: Girls' Assistant	\$8,651	Chris Maillet	OOD
Soccer: Girls' Assistant	\$8,651	David Perez	Roosevelt
Strength & Conditioning	\$7,140	Paul Chegwiddden	OOD
Tennis: Girls' Head	\$6,512	Jeffrey Mazurek	WOHS
Tennis: Girls' Assistant	\$5,048	Michael Marini	WOHS
Volleyball: Girls' Head	\$11,504	Jacqueline Cruz	WOHS
Volleyball: Girls' Assistant	\$8,651	Caniece Williams	WOHS
Volleyball: Girls' Assistant	\$8,651	Gina Graziosa	WOHS
Weight Training	\$3,833	Joe Spina	WOHS

**UNION COUNTY EDUCATIONAL SERVICES COMMISSION
45 CARDINAL DRIVE
WESTFIELD, NEW JERSEY 07090
(908) 233-9317 X211, 212, 213, 214, 215**

**RESOLUTION/AGREEMENT FOR PARTICIPATION IN COORDINATED
TRANSPORTATION SERVICES**

WHEREAS the **West Orange** Board of Education (hereinafter referred to as "the Board") desires to transport special education, non-public, public and vocational school students to specific destinations; and

WHEREAS the UNION COUNTY EDUCATIONAL SERVICES COMMISSION, (hereinafter referred to as the "UCESC") offers coordinated transportation services; and

WHEREAS the UCESC will organize and schedule transportation routes to achieve the maximum cost effectiveness; and

WHEREAS the Board and the UCESC will hereinafter be referred to collectively as "the Parties."

NOW THEREFORE, it is agreed that in consideration of prorated contract costs, plus an administration fee of four percent (4%), as presented to the **West Orange** Board of Education, and as calculated by the billing formula adopted by the UCESC, the UCESC will provide the following services:

1. UCESC's Services:

- A. Transportation for designated Board students each day while school or classes attended by designated students are in session;
- B. Monthly billing and invoices to the Board;

- C. Computer print-outs of student lists for all routes coordinated by the UCESC;
 - D. Providing all information to the Board necessary for the accurate submission of the District Report of Transported Resident Students;
 - E. Providing all necessary interactions and communications between the sending district, receiving district, and the respective transportation coordinators;
 - F. Constant and timely review and, if required, revision of routes,
 - G. Transportation of student as soon as possible after receipt of a formal written request by the Board;
 - H. A bid analysis upon the request of the Board;
 - I. Timely submissions of contracts, contract renewals, or contract addenda to the county office for approval.
2. **Billing Formula:** The formula adopted by the UCESC for the calculation of billings shall be based on the route cost(s) divided by the number of students allocated to each participating school district. The total amount charged to each school district will be adjusted based on the actual cost of transportation. Any balance which may be due back to the Board based on this formula will be reimbursed, without interest, by the end of June.
3. **The Board's Responsibilities:** In addition to the payment as described above, the Board will provide the UCESC with the following:
- A. Requests for transportation on forms to be provided by the UCESC, and completed in full and signed by an individual authorized to do so by the Board;

- B. Forms which contain all necessary and relevant information, including, but not limited to, medical information, the individual student's condition, and transportation needs for all students transported by the UCESC;
- C. A written withdrawal from any transportation, signed by an individual authorized to do so by the Board;
- D. Strict adherence to the established payment schedule.
- 4. **Additional Costs:** All additional costs generated by unique requests, including but not limited to mid-day runs and early dismissals will be borne by the Board making such request.
- 5. **Changes:** The Board understands and agrees that, as a condition of the herein Agreement, any change in the number of students being transported on each route, or changes in mileage during the course of the year will necessitate a reapportionment and adjustment of costs.
- 6. **No Responsibility for Student Use of Services:** The parties agree that the UCESC has no responsibility for assuming a pupil's use of arranged transportation or attendance on an established route. Once assigned to a route, the monthly billing for the pupil's reserved seat will continue until the UCESC is otherwise notified, in writing by the Board, to delete the pupil from the assigned route.
- 7. **Term of Agreement:** This Agreement and the obligations and requirements thereunder shall be in effect from **July 1, 2020** through **June 30, 2021**. The UCESC shall have no obligation to provide transportation services beyond the term of this Agreement.
- 8. **Unilateral Termination:** This agreement as to any specific student cannot be unilaterally terminated except for one of the following reasons:

- A. A change in a student's school placement;
- B. The relocation of a student's residence to another district;
- C. Student receives home instruction and/or illness. (Note that in this circumstance, immediate reinstatement is not guaranteed).

9. **Termination Penalty:** Should this Agreement be terminated as to any student for other than any of the above listed reasons, a penalty of twenty-five percent (25%) of the remaining annual contract cost for said student will be imposed and the UCESC will not accept transportation applications from the Board for the subsequent year. Such penalty will be remitted pro-rata to any districts remaining on the route to lessen their financial impact.

10. **Breach of Agreement/Attorneys' Fees.** In the event that either Party brings an action to enforce the terms of this Agreement or as a result of a breach of the Agreement by any party, each party bears their own burden of proof as to a breach and damages. In addition to any remedies available at law or in equity, the non-breaching Party may request that the Court award reasonable attorneys' fees and costs incurred in connection with that enforcement or breach action against the breaching party.

11. **Enforceability and Severability.** The Parties agree and acknowledge that each of the provisions of this Agreement is reasonable and should be fully enforceable, and the Parties waive any right to argue, assert, or allege any claim to the contrary. However, if any provision of this Agreement is determined by a Court of competent jurisdiction to be unenforceable because it is overbroad or unreasonable, the Parties agree that such provision(s) may be modified and enforced to the maximum extent permissible. If any provision of this Agreement is held to be invalid and cannot be modified so as to make it

enforceable, then such provision shall be deemed to be severed from the Agreement, and the remaining provisions shall remain in full force and effect.

12. **Waiver of Breach.** A waiver by any Party of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provisions of this Agreement. The understandings and representations of the Parties set forth in this Agreement shall survive any breach of this Agreement and be enforceable by any non-breaching Party.
13. **Entire Agreement.** This Agreement constitutes the sole and complete agreement among the Parties with respect to the settlement of the Action. Neither Party is relying upon any representation, understanding, undertaking or agreement, whether oral or in writing, not set forth in this Agreement.
14. **Drafting and Negotiation by Counsel.** The drafting and negotiation of this Agreement have been participated in by each of the Parties and their respective counsel and, for all purposes, this Agreement shall be deemed to have been drafted jointly by each of the Parties. No ambiguity shall be resolved against any Party based upon authorship. The Parties hereby acknowledge that they have been represented by counsel throughout the settlement of the above-referenced matter, throughout the negotiation of this Agreement, and at the execution of this Agreement, and have read and consulted with counsel regarding this Agreement.
15. **Headings.** The headings contained in this Agreement are for convenience and reference purposes only and shall not be deemed to be a part of the Agreement or to offer the meaning or interpretation of this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts, including by fax, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
17. **Authority.** The signatories hereto warrant and represent that they are legally authorized and empowered to enter into this Agreement on behalf of the Parties.
18. **Governing Law; Jurisdiction.** This Agreement shall be construed under, subject to, and governed by the laws of the State of New Jersey, without regard to conflict of law principles. The parties choose the Superior Court of New Jersey, Union County, as their forum for resolving any dispute concerning this Agreement. The parties further agree that this Agreement shall not be filed with any court except in an action to enforce or challenge its terms.
19. **Further Assurances.** The Parties hereto agree to perform such other and further acts or things and to execute and deliver such other and further documents necessary and appropriate to effectuate the terms and objectives hereof.
20. **Approval by County Superintendent:** It is understood by the parties hereto that this Agreement shall be without force and effect until it is approved by the County Superintendent of School of the County of Union, and any additional County Superintendent, if applicable.

AUTHORIZED SIGNATURES

The Board President and Board Secretary Must Sign the Resolution/Agreement and Return to the UCESC with a Certified Copy of the Minute Extract Approving the Resolution/Agreement.

<p>UNION COUNTY EDUCATIONAL SERVICES COMMISSION</p> <p>By: _____ U.C.E.S.C. President</p> <p>Dated:</p> <p>Attest:</p> <p>By: _____ U.C.E.S.C. Business Administrator/ Board Secretary</p>	<p>WEST ORANGE BOARD OF EDUCATION</p> <p>By: _____ Board President</p> <p>Dated:</p> <p>Attest:</p> <p>By: _____ School Business Admin./Board Secretary</p>
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Approved As to Form:

By:

Union County Superintendent of Schools

Approved As to Form:

By:

Middlesex County Superintendent
of Schools