

Lawnside Board of Education Meeting Minutes
Committee Meeting
February 24, 2022

The Committee Meeting of the Lawnside Board of Education was called to order at 7:15 p.m. in-person at 426 Charleston Avenue, Lawnside, NJ .After repeating the Pledge of Allegiance and after observing a moment of silence, the following members answered present to the roll call:

The following members were present:

Roll Call

Sabrina Forrest	Fatimah Hayes	Ferin Cattlet	Nana Cauthorne
Bridgett Kittles	Dajshia Gibson	Darlene Still	Alexis Wilson

Absent: Mawusimensah Mears

Also present was Dr. Ronn Johnson, Superintendent, Karen Willis, Business Administrator and Darryl Rhone, Board Solicitor.

1. OPENING STATEMENT

Public notice of this meeting pursuant to the Open Public Meetings act has been given by the Board Secretary in the following manner:

- A. Sending notice to the Courier Post and the Retrospect newspapers
- B. Posting on the district website

Superintendent Report

Discussion Items:

Revise and Update the Administrative Secretary's Job Description - attached

Student Discipline Hearing scheduled for 3/10/22 @ 6pm

Mask Mandate- Governor lifted the requirement as of March 7, 2022 - The School Board has elected to maintain the current mask mandate until June 2022, at which time the mask mandate will be revisited for further discussion.

Motion: A. Wilson

Second: F. Hayes

<i>Forrest, S. - Y</i>	<i>Hayes, F. - Y</i>	<i>Catlett, F. - Y</i>	<i>Cauthorne, N. - Y</i>
<i>Gibson, D. - Y</i>	<i>Kittles, B. - Y</i>	<i>Still, D. - Y</i>	<i>Wilson, A. - Y</i>

Vote - Yes - 8
Motion Carried

District Goals:

The District Goals were established in collaboration with the Lawnside Board of Education members at the Board retreat on Thursday, June 24, 2021.

Goal #1: Improve ELA and Math scores to a total of 3% growth over the previous year.. .

Goal #2: Support student achievement in the social and emotional learning needs of students returning to school full time.

Goal #3: Continue to work to engage our parents in positive ways

MANAGEMENT- It is recommended by the Superintendent items 1 & 2 be approved as written.

1. It is recommended that the 3-Year ELL Plan be approved for submission to the New Jersey Department of Education. Resolution attached.

2. It is recommended that the HIB Self-Assessment be approved and submitted to the New Jersey Department of Education.

Approval of Superintendent Report - Management items #1-2

Motioned by Ms. Wilson
Seconded by Ms. B. Kittles

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>A. Wilson - Y</i>	<i>D. Still - Y</i>

Vote Yes - 8
Motion Carried.

Discussion Items: Policy Committee

1. 2nd Read: Location Policy

Approval of the 2nd Read: Lactation Policy

Motioned by Ms. D. Still
Seconded by Ms. F. Catlett

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>B. Wilson - Y</i>	<i>D. Still - Y</i>

Vote Yes - 8

Motion Carried.

2. NJSBA - Online Policy Maintenance and Publication Service

- a. SBA presented the online policy maintenance and publication service provided by NJ School Board Association. The Board President requested that the SBA look into the wellness program for the school district and the board members of the status at the next regular meeting.

3. Revised Facility Usage Policy

- a. A sample policy was distributed to the Board members to review by Ms. Hayes (Collingswood).

Discussion Items: Personnel & Finance Committee

1. Employee Portal - BSwift

- a. Brown & Brown (District's Broker of Insurance), is providing the school district with an employee enrollment system for new hires and current staff members, at no cost to the District.

Motioned by Ms. D. Gibson

Seconded by Ms. A. Wilson

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>C. Wilson - Y</i>	<i>D. Still - Y</i>

Vote Yes - 8

Motion Carried.

2. Payment of the Bills:

- 1. NWAS - \$25.00 - fee for Backflow Test
- 2. CGO - \$7500 (Legal Service)

Motioned by Ms. F. Hayes

Seconded by Ms. B. Kittles

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>D. Wilson - Y</i>	<i>D. Still - Y</i>

Vote Yes - 8

Motion Carried.

Discussion Item: Training Requirements for Board Members

The following three Board members are now registered to take Gov I: F. Hayes; B. Kittles and D. Still all other members have completed Gov. I.

Discussion Item - School Ethics Finance Requirement Form:

The School District has provided two (2) laptops for Board members to complete and submit their School Ethics Form.

Executive Session- Legal Matters & Board Attendance - 8:15 pm

Motion to go into Executive Session :

motion: Ms. B. Kittles

Second: Ms. D. Gibson

Executive Session- Closed @ 8:48 PM

Motion: Ms. Catlett

Second: Ms. Hayes

Board Members Comments:

Motion: Recommendation to amend the current OPRA Request Form to amend to three (3) days and removal of Mr. Mawusimensah Mears for missing six (6) consecutive meetings - see attached resolutions

motioned - Ms. D. Still

Second - F. Hayes

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>E. Wilson - Y</i>	<i>D. Still - Y</i>

Vote Yes - 8

Motion Carried.

Discussion Item - 22-23 Preliminary Budget

Karen Willis presented the school district's preliminary budget for the 22-23 fiscal year and hand-outs were distributed to the members.

It was pointed out that the budget is preliminary based on the following reasons:

1. The Governor has notified school districts that his address will be pushed back from its original date March 22, 2022 to March 24, 2022 therefore State Aid has been prepared with flat funding.
2. The school district bargaining unit contract expires 6/30/2022, therefore salaries are as per expiring.
3. The 22-23 Budget is due to the County Office for review and approval on March 22, 2022.
4. A resolution will be presented at the next scheduled board meeting to be submitted to the County Office.
5. Health Benefits increased by 4%.
6. Commercial and Package Insurance increase by 6%
7. Waiting on the Commission for Renewal Pricing.

Adjournment: 9:15 PM

Motion by: Ms. F. Catlett

Second by: Ms. B. Kittles

<i>S. Forrest - Y</i>	<i>F. Hayes - Y</i>	<i>D. Gibson - Y</i>	<i>F. Catlett - Y</i>
<i>N. Cautorne - Y</i>	<i>B. Kittles - Y</i>	<i>F. Wilson - Y</i>	<i>D. Still - Y</i>

Vote - 8 - Y

All in favor: Aye by Unanimous Voice Vote.

Respectfully Submitted



Karen Willis

Business Administrator/Board Secretary

LAWNSIDE SCHOOL DISTRICT

JOB DESCRIPTION

TITLE: ADMINISTRATIVE SECRETARY

QUALIFICATIONS:

1. High School Diploma; Secretarial training
2. Minimum experience in general or school office work as determined by the Board
3. Knowledge of automated office equipment and excellent word processing and secretarial skills
4. Strong analytical, communication and human relations skills
5. Required criminal history background check and proof of US citizenship or legal resident alien status

REPORTS TO: Superintendent

JOB GOAL: To serve as the Superintendent's and Business Administrator's confidential secretary; oversee administrative duties in the Superintendent and Business Administrator's offices and coordinate district wide and school -level administrative duties.

KNOWLEDGE SKILLS AND ABILITIES:

PERFORMANCE AND RESPONSIBILITIES:

1. Coordinates the efficient workflow of the school district relative to the responsibilities of the Superintendent and Business Administrator.
2. Performs all secretarial and confidential work as assigned by the Superintendent and Business Administrator.
3. Assists in the preparation of all correspondences and reports emanating from the Superintendent and Business Administrator's offices.
4. Prepare Board Packets and distribute to board members prior to the monthly meetings.
5. Maintain a regular filing system, as well as a set of locked confidential files, and process incoming correspondences to the Superintendent and Business Administrator.
6. Places and receives telephone calls and records messages for the Superintendent and Business Administrator.
7. Maintains a schedule fo appointments for the Superintendent and Business Administrator and makes arrangements for conferences, meetings, and interviews.

**LAWNSIDE SCHOOL DISTRICT
BOARD OF EDUCATION
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Lawnside, New Jersey 08045**

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Board Resolution

The Lawnside Board of Education approved the following motion on February 24, 2022:

The English Language Learner Three Year Plan 2021-2024 has been reviewed and approved for submission to the New Jersey Department of Education. New Jersey's Administrative Code (N.J.A.C. 6A-15-1.6) requires that school districts, "providing a bilingual program, English as a Second Language (ESL) program, or English language services (ELS) shall submit a plan every three years to the Department of Education for approval."

Motion moved by : Alexis Wilson

Seconded by: Fatimah Hayes

Motion carried: 8 (unanimous)

Karen Willis

Karen Willis , SBA
School Business Administrator/Board Secretary

English Language Learner Three-Year Plan 2021-2024

New Jersey's Administrative Code (N.J.A.C. 6A-15-1.6) requires that school districts, "providing a bilingual program, English as a Second Language (ESL) program, or English language services (ELS) shall submit a plan every three years to the Department of Education for approval."

Instructions:

1. The homeroom application will be available from December 1, 2021 through February 28, 2022.
2. This submission will include the district's plan for the 2021-2024 school years.
3. This is a 2-part submission:
 - a. Complete the Three-Year Plan Form.
 - b. Upload dated board-approved minutes in Homeroom.
 - c. You will receive instructions on how to upload the board approved minutes after you click submit.
4. Each response should be informed by available data.
5. All questions are required; you will receive an error message if any questions are left blank.
6. You may change your responses at any time; use the back and next buttons to toggle between sections.
7. Once you have carefully reviewed each section of your response, click the "submit" button.
8. Once you click "submit" you will not be able to edit the form responses.

Supporting Documents – Download documents from Homeroom:

- Instructions document.
- Printable PDF version of the electronic Forms application.
 - Print the PDF and complete a hard copy.
 - Obtain Chief School Administrator approval and signature (electronic signatures are acceptable).

- Submit to the district board of education for approval.
- Reference document with hyperlinks for sources in each section.

Entity Type

1. Select your entity type: *

- Traditional school district, including Education Service Commissions and Jointures
- Charter school or Renaissance School Project

County of District

2. Select the county where your district is located. *

- ATLANTIC
- BERGEN
- BURLINGTON
- CAMDEN
- CAPE MAY
- CUMBERLAND
- ESSEX
- GLOUCESTER
- HUDSON
- HUNTERDON

- MERCER
- MIDDLESEX
- MONMOUTH
- MORRIS
- OCEAN
- PASSAIC
- SALEM
- SOMERSET
- SUSSEX
- UNION
- WARREN

Camden County

3. Select your district:

- AUDUBON PUBLIC SCHOOL DISTRICT (0150)
- BARRINGTON SCHOOL DISTRICT (0190)
- BELLMAWR PUBLIC SCHOOL DISTRICT (0260)
- BERLIN BOROUGH SCHOOL DISTRICT (0330)
- BERLIN TOWNSHIP SCHOOL DISTRICT (0340)
- BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT (0390)

- BROOKLAWN PUBLIC SCHOOL DISTRICT (0580)
- CAMDEN CITY SCHOOL DISTRICT (0680)
- CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION (0695)
- CAMDEN COUNTY TECHNICAL SCHOOL DISTRICT (0700)
- CHERRY HILL SCHOOL DISTRICT (0800)
- CLEMENTON ELEMENTARY SCHOOL DISTRICT (0880)
- COLLINGSWOOD PUBLIC SCHOOL DISTRICT (0940)
- EASTERN CAMDEN COUNTY REGIONAL SCHOOL DISTRICT (1255)
- GIBBSBORO ELEMENTARY SCHOOL DISTRICT (1720)
- GLOUCESTER CITY PUBLIC SCHOOL DISTRICT (1770)
- GLOUCESTER TOWNSHIP PUBLIC SCHOOLS (1780)
- HADDON HEIGHTS SCHOOL DISTRICT (1880)
- HADDON TOWNSHIP SCHOOL DISTRICT (1890)
- HADDONFIELD SCHOOL DISTRICT (1900)
- LAUREL SPRINGS SCHOOL DISTRICT (2540)
- LAWNSIDE SCHOOL DISTRICT (2560)
- LINDENWOLD PUBLIC SCHOOL DISTRICT (2670)
- MAGNOLIA SCHOOL DISTRICT (2890)
- MERCHANTVILLE SCHOOL DISTRICT (3110)
- MT. EPHRAIM SCHOOL DISTRICT (3420)
- OAKLYN PUBLIC SCHOOL DISTRICT (3770)

- OFFICE OF EDUCATION JUVENILE DETENTION CENTER (8507)
- PENNSAUKEN TOWNSHIP BOARD OF EDUCATION SCHOOL DISTRICT (4060)
- PINE HILL SCHOOL DISTRICT (4110)
- RUNNEMEDE PUBLIC SCHOOL DISTRICT (4590)
- SOMERDALE SCHOOL DISTRICT (4790)
- STERLING REGIONAL SCHOOL DISTRICT (5035)
- STRATFORD SCHOOL DISTRICT (5080)
- VOORHEES TOWNSHIP SCHOOL DISTRICT (5400)
- WATERFORD TOWNSHIP SCHOOL DISTRICT (5560)
- WINSLOW TOWNSHIP SCHOOL DISTRICT (5820)
- WOODLYNNE SCHOOL DISTRICT (5900)

Contact Information

4. Enter the Bilingual/ESL Point of Contact Name *

5. Enter the email address for the Bilingual/ESL Point of Contact *

6. Enter the Chief School Administrator/Charter School Lead Person Name *

Text input field for Chief School Administrator/Charter School Lead Person Name.

7. Enter the date of Board Approval for the Three-Year Plan (SY 2021-2024). *

Note: Enter an anticipated date, if necessary. After the board meeting has occurred, ensure the correct date is entered before final submission.

Date input field for Board Approval date, including a calendar icon.

Background

Purpose

In 2015, the Every Student Succeeds Act (ESSA) was signed into law, reauthorizing the Elementary and Secondary Education Act (ESEA). ESSA includes provisions to ensure:

- English Language Learners (ELLs) and immigrant students succeed academically.
ELLs are provided high quality language instruction educational programs (LIEPs).
ELLs meet both state academic standards and develop English language proficiency.

Goal

The overall goal of the three-year planning process is to ensure an equitable and appropriate educational learning environment for students who are in the process of learning academic English.

This goal is accomplished by:

- Increasing the number of ELLs who achieve English language proficiency (ELP).
Ensuring equitable access to all programs and services in school for ELLs (ESSA §§3001 and N.J.A.C. 6A:15).
Providing schools with a framework for using data.
Informing district policies and classroom practices, including effective instruction for ELLs.
Providing a guide for districts to analyze and review data that relates to ELLs.
Identifying trends and develop goals that will enable ELLs to succeed academically and linguistically.
Aligning funding sources to ensure educators have the tools and skills to instruct ELLs.
Ensuring alignment of program practices with the district's vision for student success.
Articulating which LIEPs the district is implementing for ELLs for the next three years.

Regulatory Requirements

Regulatory Requirements

N.J.A.C. 6A:15 Bilingual Education Regulations require that school districts submit a three-year plan outlining the programs and services they are providing for ELLs. The three-year plan must contain the following components:

- A. Identification of students.
- B. Program description.
- C. The number of certified staff hired for the program.
- D. Bilingual and ESL curriculum development.
- E. Evaluation design.
- F. Review process for exit.
- G. A budget for the bilingual and ESL program or English language services.

For further information see the following regulations: N.J.A.C. 6A:32.; P.L. 2007, c. 260; N.J.A.C. 6A:13.

Additional Resource References (Download reference document in Homeroom)

- Implementing ELL Program Services in New Jersey.
- Castañeda v. Pickard, 1981.
- New Jersey Tiered Systems of Support (NJTSS) essential components.
- NJTSS One-Page Brief.

A. Identification

For ELLs, the identification process must include measures of both content and language proficiency and development. Educators must be mindful of the screening tools used to ensure they are culturally and linguistically appropriate. The content area classroom teacher should consult with the bilingual/ESL teacher to ensure that screening tools are appropriate, including whether accommodations are needed. ELLs should also participate in school universal screening or benchmark assessments administered to all students.

Other sources of data may contextualize results from a screening tool. Other sources may include but are not limited to:

- Intake interviews in home language and English.
- Screening in home language and English.
- Grade level meeting notes.
- Academic achievement data (in home language and English).
- WIDA ACCESS for ELLs scores (composite and domain scores).
- Cumulative school records (previous schooling information).
- Cultural background information.

Citation: (ESSA §§ 3111 (b)(2)(A) and N.J.A.C. 6A:15-1.3(a)(b)2)

Resource Reference: NJDOE ELL Entry and Exit Requirements (May 2021)

8. Who is responsible for overseeing the ELL identification process? *

- Bilingual ESL Director or Supervisor
- Bilingual/ESL Lead Teacher
- Content Area Supervisor
- District Intake Center
- Front Office Staff
- No one assigned
-

9. How is the home language survey (HLS) completed? Select all that apply. *

- At home self-report
- Over the phone interview
- In-person interview
- Not administered
-

10. In what language is the HLS completed? *

- Home language
- English
- Both
- Not Administered

11. Who conducts the Records Review Process (NJDOE ELL Entry and Exit: Step 2 of the ELL Identification process)? (Select all that apply). *

- Bilingual/ESL Director or Supervisor
- Bilingual/ESL Lead Teacher
- Bilingual/ESL Teacher
- General Education Administrator
- General Education Teacher
- Basic Skills Teacher
- Step 2 is not completed in the district
- Not Sure
- | |
|-------|
| Other |
|-------|

12. The district identifies pre-school students as ELLs. *

- Yes
- No
- Not Sure

B. Program Description

An effective and appropriate program includes a high-quality, evidence-based curricular LIEP design and harnesses the value of family engagement.

Pursuant to N.J.S.A. 18A:7F-46, the district board of education shall provide all kindergarten to 12th-grade ELLs enrolled in the school district with all required courses and support to prepare ELLs to meet the New Jersey Student Learning Standards (NJSLs) for high school graduation.

Also, family engagement in student learning and achievement is a central element that enriches and improves a student's ability to apply the knowledge and skills gained in the classroom across all facets of their personal, academic, and social life. Families should have input into the design of LIEPs implemented in the district. Each district board of education implementing a bilingual education program shall establish a parent advisory committee on bilingual education on which majority will be parent(s) of students of limited English proficiency."

Citations: ESSA §§ 1112 (3)(C)), N.J.A.C. 6A:8-3.1(a), N.J.A.C 6A:15-1.8, N.J.A.C. 6A:15-1.15, QSAC Personnel Indicators 2

Resource Reference: Implementing ELL Program Services in New Jersey

13. Which LIEP Program(s) does your district implement? Select all that apply. *

See Bilingual Education code for program definitions.

- ELS Only
- Full-time bilingual
- Dual language
- Bilingual part-time
- Bilingual resource
- Bilingual tutorial
- Hi-Intensity ESL
- Sheltered English Instruction

ESL Only

14. The district has a criteria for the selection of their LIEP. *

- Yes
- No
- Work in progress
- Not Sure

15. The district has a criteria for placing ELLs in appropriate LIEPs. *

- Yes
- No
- Work in progress
- Not Sure

16. The district monitors the master schedule to ensure that ELLs have access to the full curriculum, including Advanced Placement (AP), Gifted & Talented (G&T) and International Baccalaureate (IB). *

- Yes
- No
- Not Sure

17. Which school-based extra-curricular activities engage ELLs? Select all that apply. *

- Academic (e.g. Debate, Honor Society, Language, Student Paper, College Prep)
- Sports (e.g. Soccer, Basketball, Tennis)
- Arts (e.g. Dance, Photography, Band, Choir, Culture Club)
- Life Skills (e.g. Conflict Resolution, Cooking, 4-H, Boy/Girl Scouts)
- Internship or Volunteer
- None
- | |
|-------|
| Other |
|-------|

18. A bilingual parent advisory committee (PAC) is established in the district consisting primarily of the parents of ELLs. *

- Yes
- No
- Does not apply, we have an ELS program only

19. The following topics are shared with parents. Select all that apply *

- Helping with Homework
- What does it mean that my child is an ELL
- Adult ESL
- How to use technology

- Community resources
- None
-

20. The district/school creates a culturally and linguistically welcoming environment for students and families. *

- Yes
- No

C. The number of certified staff hired for the program (staff capacity)

The district has a plan that includes hiring the appropriate number of certified teachers to staff the LIEP. The district board of education shall develop a plan for in-service training for bilingual, ESL, and general education teachers; administrators who supervise bilingual/ESL programs; and any personnel who observe and evaluate teachers of ELLs.

Citation: ESSA §§ 3115 (c)(2)(A-D), QSAC Personnel Indicators 2, N.J.A.C. 6A:15-1.8 (a), N.J.A.C. 6A:8-3.1(a), N.J.A.C 6A:15-1.8.

21. What is the district's total K-12 student size? *

- < 99 students
- 100-499 students
- 500-2499 students
- 2500-9999 students
- 10000-50000 students

22. What is the district's K-12 ELL size? *

- 1-9 ELLs
- 10-99 ELLs
- 100-499 ELLs
- 500-2499 ELLs
- 2500-9999 ELLs
- 10000-50000 ELLs

23. How many total K-12 certified teachers are in the district? (if N/A enter 00) *

24. How many K-12 Bilingual/Bicultural certified teachers are in the district? (if N/A enter 00) *

Include only teachers serving in LIEPs.

25. How many K-12 ESL certified teachers are in the district? (if N/A enter 00) *

Include only teachers serving in LIEPs.

26. In the district, are all certified teachers required to be Sheltered English Instruction (SEI) trained (e.g. per district hiring practices and/or training policy). *

Sheltered English instruction “means an instructional approach used to make academic instruction in English understandable to ELLs. Sheltered English classes are taught by regular classroom teachers who have received training on strategies to make subject-area content comprehensible for ELLs.”

- Yes
- No

27. How many K-12 certified teachers in the district are trained in SEI? *

- None
- Less than 10%
- About 25%
- About 50%
- About 75%
- 100%

28. What percent of K-12 certified teachers are trained in socio-emotional and/or culturally responsive teaching and learning? *

- None
- Less than 10%

- About 25%
- About 50%
- About 75%
- About 100%

29. In the past 3 years, the district's ELL population has . . . *

- Stayed the same
- Increased significantly
- Increased somewhat
- Decreased somewhat
- Decreased significantly

30. In the past three years, the district has hired K-12 Bilingual/Bicultural and/or ESL certified staff to match the ELL population demographic growth trends. *

- Yes
- No

31. In the district, scheduling classes for ELLs is prioritized when creating the master schedule. *

- Yes
- No

Other

32. In the district, there is common planning time for general education teachers and bilingual/ESL teachers. *

Yes

No

The district does not have bilingual/ESL teacher

D. Bilingual and ESL curriculum development

As per federal and state requirements, ELLs must be provided equitable educational opportunities. School districts are required to implement LIEPs that assist ELLs in achieving English language proficiency (ELP) while learning the challenging content state standards.

In New Jersey, LIEPs include: Full-time bilingual, dual language, bilingual part-time, bilingual resource, bilingual tutorial, high-intensity ESL, sheltered English instruction, English as a second language (ESL), and English language services (ELS).

Citation: N.J.A.C. 6A:15-1.4(d)

33. For the past three years, what is the district's average 4-year graduation rate for all students? (if N/A enter 00) *

00

34. For the past three years, what is the district's average 4-year graduation rate for current ELLs? (if N/A enter 00) *

00

35. For the past three years, what is the district's average 4-year graduation rate for former ELLs? (if N/A enter 00) *

36. There is a process for developing ESL/bilingual curricula aligned to the WIDA English Language Development Standards. *

Yes

No

37. Explain why there is no process for developing ESL/bilingual curricula aligned to the WIDA English Language Development Standards. *

38. In the past three years, the district has reviewed the eligibility criteria for participation in advanced courses to ensure equitable access for ELLs and parity in participation. *

Yes

No

39. The district participates in the N.J. State Seal of Biliteracy. *

Yes

No

E. Evaluation design

Annually engaging stakeholders to analyze data, assess needs and identify root causes, identify LIEPs, and monitor progress is a strong best practice to effectively improve academic support for ELLs. Consultation with diverse sets of stakeholders is also required under ESSA whenever a local education agency (LEA) receives federal funding. School and district leadership teams, inclusive of administrators, educators and parents representing multiple content areas and support services should be culturally and linguistically representative of the district and school populations. Districts teams must ensure LIEP(s) are effective and appropriate.

40. What assessments and other measures are used to evaluate the effectiveness of the LIEPs? Select all that apply. *

- Class grades
- Formative assessments
- Summative assessments
- WIDA assessments (ACCESS for ELLs, Alternate ACCESS, MODEL, Screener)
- New Jersey Student Learning Assessment (NJSLA) English language arts (ELA) performance
- NJSLA math performance
- Start Strong Assessment
- National Assessment of Educational Progress (NAEP) performance
- Graduation rate
- None of the above
- All of the above

All of the above



Other

41. In the past three years, the district evaluated the LIEP(s) implemented. *



Yes



No

42. In the past three years, the district modified the LIEP(s) in response to available data. *



Yes



No

43. For the last year in which assessments were administered, ELLs in the district met the ELA academic achievement indicator. *



Yes



No



Did not meet N-size of 20

44. For the last year in which assessments were administered, ELLs in the district met the Math academic achievement indicator. *



Yes



No

Did not meet N-size of 20

45. For the last year in which assessments were administered, ELLs in the district met the ELA progress indicator. *

Yes

No

Did not meet N-size of 20

46. For the last year in which assessments were administered, ELLs in the district met the Math progress indicator. *

Yes

No

Did not meet the N-size of 20

47. For the last year in which assessments were administered, ELLs in the district met the ELP indicator. *

Yes

No

Did not meet N-size of 20

48. For the last accountability year, ELLs in the district met Chronic Absenteeism

target. ↕

- Yes
- No
- Did not meet N-size of 20

49. Which language domain do most of the district's Kindergarten ELLs need additional support? Select all that apply. *

- Reading
- Writing
- Speaking
- Listening
- All of the Above
- None of the Above
- N/A

50. Which language domain do most of the district's Grade 1-3 ELLs need additional support? Select all that apply. *

- Reading
- Writing
- Speaking
- Listening
- All of the Above

None of the Above

N/A

51. Which language domain do most of the district's Grades 4-5 ELLs need additional support? Select all that apply. *

Reading

Writing

Speaking

Listening

All of the Above

None of the Above

N/A

52. Which language domain do most of the district's Grades 6-8 ELLs need additional support? Select all that apply. *

Reading

Writing

Speaking

Listening

All of the Above

None of the Above

N/A

53. Which language domain do most of the district's Grades 9-12 ELLs need additional support? Select all that apply. *

- Reading
- Writing
- Speaking
- Listening
- All of the Above
- None of the Above
- N/A

54. The district shares WIDA ACCESS for ELLs scores, Alternate ACCESS and/or ELP Indicator data with general education teachers. *

- Yes
- No

55. Based on the results from the last administration of ACCESS for ELLs, Alternate ACCESS or MODEL, what is the average ELP level of the district's Kindergarten ELLs? *

- 1.0-1.9
- 2.0-2.9

- 3.0-3.9
- 4.0-4.9
- 5.0-6.0
- N/A

56. Based on the results from the last administration of ACCESS for ELLs, Alternate ACCESS or MODEL, what is the average ELP level of the district's Grade 1-3 ELLs? *

- 1.0-1.9
- 2.0-2.9
- 3.0-3.9
- 4.0-4.9
- 5.0-6.0
- N/A

57. Based on the results from the last administration of ACCESS for ELLs, Alternate ACCESS or MODEL, what is the average ELP level of the district's Grade 4-5 ELLs? *

- 1.0-1.9
- 2.0-2.9
- 3.0-3.9
- 4.0-4.9

- 5.0-6.0
- N/A

58. Based on the results from the last administration of ACCESS for ELLs, Alternate ACCESS or MODEL, what is the average ELP level of the district's Grade 6-8 ELLs? *

- 1.0-1.9
- 2.0-2.9
- 3.0-3.9
- 4.0-4.9
- 5.0-6.0
- N/A

59. Based on the results from the last administration of ACCESS for ELLs, Alternate ACCESS or MODEL, what is the average ELP level of the district's Grade 9-12 ELLs? *

- 1.0-1.9
- 2.0-2.9
- 3.0-3.9
- 4.0-4.9
- 5.0-6.0
- N/A

60. General education teachers use WIDA ACCESS for ELLs scores and/or ELP indicator data to inform classroom instruction, strategies, and practices. *

Yes

No

61. For ELLs, which grade levels require additional supports based on their performance on the following assessments (e.g. NJSLA performance, NAEP, WIDA ACCESS for ELLs)? Select all that apply. *

Kindergarten

Grades 1-3

Grades 4-5

Grades 6-8

Grades 9-12

N/A

F. Review Process for Exit

Students must demonstrate readiness to exit based on a department-established standard on the English language proficiency assessment (which measures the four language domains of listening, speaking, reading, and writing) and multiple criteria included in the English Language Observation Form. A student can be eligible for exit with an ACCESS for ELLs or WIDA MODEL composite proficiency level of 4.5 or higher.

In addition, former ELLs must be monitored for two years after they exit ELL status to evaluate their academic progress and ensure they have not been prematurely exited, have no gaps in content knowledge and their progress in ELP is supported.

Citation: QSAC DPR I&P #5, N.J.A.C. 6A:15-1.10(e)

Resource Reference: US ED EL Fact Sheet, May 18, 2020

62. What is the average amount of time the district's ELLs remain in a LIEP program? *

1-2 years

3-4 years

5-7 years

None of the time or less than 1 year

63. What percent of ELLs exited ELL status in the past three years? (if N/A enter 00) *

00

64. What percent of former ELLs were re-identified as an ELL within 2 years due to lack of progress in English-only classes? (if N/A enter 00) *

00

65. What percent of former ELLs met the ELA academic achievement indicator? (if N/A enter 00) *

00

66. What percent of former ELLs met the Math academic achievement indicator? (if N/A enter 00) *

67. What percent of former ELLs met the chronic absenteeism indicator? (if N/A enter 00) *

G. Budget Plan

The district must use state and federal funds to support ELLs. The federal funds must supplement the state funds.

68. The district uses state funds to support - Select all that apply: *

- Salaries of Teachers
- Other Salaries for Instruction
- Purchased Professional-Educational Services
- Purchased Technical Services
- Other Purchased Services
- General Supplies
- Textbooks
- Other Instructional Programs Salaries
- Other Instructional Program Materials

- Other Instructional Program Materials
- Other Instructional Program Purchased Services
- All of the Above
- None of the Above
-

69. What is the status of the district's federal Title III allocation? *

- Accepted Funds - stand-alone LEA
- Accepted Funds - joined a consortium
- Refused funds
- No allocation received in the last fiscal year

70. What is the status of the district's federal Title III Immigrant allocation? *

- Accepted Funds
- Refused Funds
- No allocation received in the last fiscal year

71. The district typically carries over funds to support ELLs *

- Never
- Rarely
- Sometimes (once every 2-3 years)

- Sometimes (e.g. every 2-3 years)
- Occasionally (e.g. every 4-5 years)
- Every Year

Plan Submission

Carefully review responses in each section, then click the "submit" button.

Note: Once you click "submit" you will not be able to edit the form responses.

Do not complete the questions that indicate "DO NOT RESPOND - INTERNAL USE ONLY."

72. On this date, I the Chief School Administrator assure the district's Three-Year Plan is board approved *

You have completed the electronic form. Remember to upload board approved minutes into Homeroom.

2/23/22 

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Member Portal

CLIENT SUBSCRIPTION AGREEMENT FOR BSWIFT

This Agreement (the "**Agreement**") is effective **February 18, 2022** (the "**Effective Date**") and is by and between Brown & Brown Benefit Advisors, located at 56 Livingston Avenue Suite 220, Roseland, New Jersey 07068 ("**Broker**"), Brown & Brown, Inc., located at 220 South Ridgewood Avenue, Daytona Beach, Florida 32114 ("**B&B**") and Lawnside Board of Education, located at 426 Charleston Avenue, Lawnside, New Jersey 08045 and applicable subsidiaries ("**Client**").

RECITALS

Brown & Brown Inc. is the parent company of Broker.

Brown & Brown, Inc., through its employee benefits technology department and a third-party software platform (bswift), offers its clients Internet-based information systems to assist in the communication of employee benefits information to its employees (the "**Services**").

Broker is a licensed insurance agency offering employee benefit products to its clients.

Client purchases employee benefits insurance from Broker and wishes to receive Services from B&B to help them manage employee data and to administer and communicate employee benefits and company information through a Client-specific Internet-based web-site.

1. **B&B SERVICES**

Services. B&B will create for Client an employee benefits administration and communications management system through a proprietary website ("**Extranet Site**") and will develop enrollment and eligibility data transmissions to insurance carriers and service providers that offer a plan, service or product to Employees ("**Vendors**"). Client and B&B will work together to develop the Extranet Site and to include only those features and options required by Client.

- a. **Development of an Extranet Site.** The Extranet Site will provide Employees with the ability to compare the various benefit options available from Client, select an appropriate option and enroll electronically in the desired benefit plan (assuming the Employee is eligible for the particular benefit). "**Employee(s)**" will include current or former employees of Client who are loaded on the Extranet Site, including employee dependents and retirees. Terminated Employees shall not be included, unless Broker is involved in administering benefits for those Employees or their surviving spouses and/or their dependents after termination (e.g., continuation of benefits or retiree benefits).
- b. **Vendor Transmission.** Upon the completion of the Extranet Site, B&B will transmit Employee enrollment and demographic data to Vendors using bSwift's feed requirements; provided, however, the acceptance of this information is contingent upon each Vendor's ability and willingness to accept such data electronically.
- c. **Training.** B&B shall provide Client with a one-time training session (a duration of up to four (4) hours) of the Extranet Site via web-ex to the Authorized User and its designees, if desirable, in advance of the date which Employees are first able to gain access to the

Extranet Site (the "Go-Live Date"). Additional training will be charged at B&B's then current hourly rate.

- d. **Maintenance.** B&B will provide maintenance updates and configuration changes to the Extranet Site as needed and requested by Client.

2. CLIENT'S OBLIGATIONS

- a. **Information/Customization.** Client shall assist B&B in the customization of the Extranet Site, including, without limitation, selecting the desired services and voluntary benefits from among those offered by Broker. If Client desires to include benefits offered by third party brokers, then B&B will include such benefits for an additional charge. In addition, Client shall include the benefit plan description materials and information required to be furnished to Employees as part of the enrollment process under applicable law, identifying any agents or brokers responsible for placing the coverage with Client, identifying the users to whom the Extranet Site will be made available, and approving for B&B the Extranet Site content. Client shall, to its knowledge, ensure that all written benefit plan materials are accurate and in compliance with applicable law and that all benefits furnished under the plan offered to the Employees are legally appropriate taking into account tax and other issues.
- b. **Name Use.** Client hereby grants B&B a limited worldwide, non-exclusive, non-transferable license to use Client's Data to access, copy, transmit, download, display, and reproduce Client Data as necessary to provide, support and improve the Services, or as otherwise authorized hereunder. "Client Data" means that which is (a) transmitted to B&B by or on behalf of Client in connection with the provision of the Services; (b) collected or received via the Services at the direction of Client; or (c) trademarks or logos of Client. Client represents and warrants that Client has all necessary rights in and to the Client Data to grant the foregoing license to B&B
- c. **Internet Access.** Client, at its own cost and expense, will provide its Employees with the ability to access the Extranet Site via the Internet.
- d. **Authorized Users.** Client shall create an account within the Services. Client is responsible for (a) ensuring that Client's account registration information is complete and accurate; and (b) the security and confidentiality of Client's account credentials. Client shall designate at least one authorized user who shall have administrative access to Client's account, with full access privileges and the authority to place orders ("**Authorized User**"). The Authorized User is responsible for managing all aspects of the Services, including without limitation, requesting changes or modifications to the Services, adding or removing users, webpages, URL(s), or adding or deleting Authorized Users. Client acknowledges and agrees that B&B will only accept such requests from Authorized Users, or a verified officer of Client's organization. B&B may, in its sole discretion, refuse to comply with any request if the identity of the Authorized User or the officer making any such request cannot be reasonably verified. The Services may only be used by Client's Employees. Client shall notify B&B immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Client shall not permit individuals or entities other than Client's Employees to access the Services for any reason. Client is solely responsible for all activity which occurs within Client's account and for the actions of its Employees, whether or not such person is or was acting within the scope of their employment, engagement or agency relationship.

- e. **Permitted Use.** Client is prohibited from, and shall not copy, modify, adapt, transmit, sell, distribute or otherwise use the Services, in whole or in part, except as expressly permitted in this Agreement. Client is responsible for the data and content archived by, or provided to, B&B via the Services and represents and warrants that such content shall not (a) infringe any third party right, including, without limitation, third party rights in patent, trademark, copyright, or trade secret; or (b) constitute a breach of any other right of a third party, including without limitation, any right under contract or tort theories. Client shall abide by all applicable local, state, national or foreign laws, rules, regulations or treaties in connection with Client's use of the Services including, without limitation, those related to data privacy, communications, SPAM communications, or the transmission and storage of technical or personal data.

- f. **Client Data Transmission.** Client acknowledges and agrees that (a) it is Client's sole responsibility to monitor Client Data to ensure that Client Data is properly transmitted to B&B; (b) despite any monitoring services provided by B&B, Client shall notify B&B of any delivery failures or outages of Client's systems (or its service providers) which may affect the transmission of Client Data; and (c) it is Client's responsibility to encrypt data sent to B&B. B&B is not responsible or liable for any update, upgrade, patch, maintenance or other change which affects the transmission of Client Data to B&B. It is Client's responsibility to (i) ensure that B&B is notified of all email domains, or other electronic messages to be archived; and (ii) to obtain all necessary consents with respect to the transmission, collection and storage of Client Data.

3. FINANCIAL ARRANGEMENTS.

- a. **Implementation Fee.** The Site Implementation Fee, set forth in Attachment 1, shall be due in two installments. The first installment equal to fifty percent (50%) of the Site Implementation Fee shall be payable upon the Client's execution and delivery of this Agreement, and the final Site installment equal to fifty percent (50%) of the Site Implementation Fee shall be due and payable on the Go-Live Date. Any other Implementation Fees, set forth in Attachment 1, shall be due and payable as and when accessible by Employees on the Extranet Site.

- b. **Monthly Online Service Fee.** Client shall pay B&B a monthly service fee for access to its Internet portal based on the number of Employees entered or loaded into the Extranet Site (the "**Online Service Fee**"), set forth on Attachment 1. Terminated Employees shall be excluded from this count as of the first day of the month following the termination unless B&B is involved in administering benefits for those Employees or their dependents (e.g., COBRA or retiree benefits). The rate charged per Employee per month shall not be increased by more than 5% over the preceding year; unless B&B must incur additional expenses in providing the Extranet Site to Client, which B&B shall substantiate to Client prior to any such increase. The number of Employees covered by the Online Service Fee will be calculated as of the first day of each month, commencing with the first day of the month following the Go-Live Date. The Online Service Fee shall be due and payable no later than 30 days following the last day of each month.

- c. **Payment Method.** Fees shall be collected by Broker directly and remitted to B&B.

- d. **Remedy for Nonpayment.** In addition to the remedies available to B&B in the event of Client's breach and failure to cure, B&B shall be entitled to interest equal to one and one-half percent (1.5%) per month or, if less, the maximum amount permitted by law, on any outstanding Implementation Fee or Online Service Fee which is due but unpaid by Client. In addition, B&B shall be permitted to discontinue service in the event that fees due B&B are not paid by Client, after no less than thirty (30) days prior notice of the intent to discontinue service and disengage the site.

4. CONFIDENTIALITY AND INFORMATION EXCHANGE

- a. **Exchange.** It is the intention of Broker, B&B and Client to transfer and/or exchange information as may be essential for completing its obligations under this Agreement. Such information may be disclosed in electronic, visual, or written form (including magnetic media). All information transferred or exchanged between the parties or otherwise learned by a party from or with respect to the other is deemed to be confidential and may include proprietary or trade secret information or information of the other concerning the other's business affairs, property, methods of operations, processing system or other information, including Employee personal information and financial data ("**Confidential Information**") and any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card or bank information, social security number, or other similar specific factual information, regardless if which information is stored (i.e. on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement ("**Personally Identifiable Information**"). Confidential Information and Personally Identifiable Information shall be collectively referred to as ("**Confidential Information**"). Each party agrees to and agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality and comply with all applicable privacy and other laws and regulations relating to protection, collection, use and distribution of Confidential Information. Client, B&B and Broker hereby agree to only use the Confidential Information of the other party(ies) for the purposes as permitted by this Agreement and maintain the confidentiality of all such Confidential Information using at least the degree of care and security as each uses to maintain the confidentiality of its own Confidential Information, which shall at least be commercially reasonable. Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. In the event that a receiving party wishes to disclose Confidential Information to one of its agents (including service providers), it may do so only if that agent or service provider agrees in writing to the terms of this section. The parties acknowledge that their disclosure of any of the other's Confidential Information without the other's prior written consent or use of the other's Confidential Information other than as contemplated in this Agreement may give rise to continuing irreparable injury to the disclosing party, that, therefore, will be inadequately compensable in damages at law. Accordingly, the disclosing party shall be entitled to obtain immediate injunctive relief against the breach or threatened breach by the disclosing party of any of the foregoing undertakings, in addition to any other legal remedies which may be available, and the disclosing party hereby consents to the obtaining of such injunctive relief. Information shall not be considered confidential under this Paragraph that : (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having

a lawful right to do so; (iv) is the subject of written consent of the party which supplied such information authorizing disclosure; or (v) is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

- b. **Disclosure to Others.** Neither party will, without the prior written authorization of the other party, disclose to any third-party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or governmental regulations.

5. **WARRANTY; DISCLAIMER.**

- a. **Warranty.** B&B's sole warranty is that it will perform the Services in a good, diligent and professional manner and in accordance with this Agreement.
- b. **Disclaimer.** EXCEPT AS SET FORTH IN THIS AGREEMENT, B&B MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY OTHER INFORMATION OR MATERIALS PROVIDED, OR MADE AVAILABLE, BY B&B. B&B HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. B&B DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE OR ERROR FREE. B&B SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF B&B. B&B MAKES NO REPRESENTATION OR WARRANTY THAT USE OF THE SERVICES GUARANTEES LEGAL COMPLIANCE UNDER ANY FEDERAL, STATE OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

6. **THIRD PARTY NETWORKS, PLATFORMS AND COMPONENTS.**

- a. **Third Party Services.** Certain Services offered by B&B may be dependent on third party software, applications or platforms ("**Third Party Services**"). These Third Party Services are not offered, controlled or provided by B&B. In some cases the Third Party Service may make changes to its service, or components thereof, or discontinue a service without notice to B&B. Accordingly, B&B expressly disclaims any liability related to, or arising from, these Third Party Services, including Client's use thereof, or any updates, modifications, outages, delivery failures, corruptions, discontinuance of services or termination of Client's account by the Third Party Service. B&B is not responsible or liable for how the Third Party Service transmits, accesses, processes, stores, uses or provides data to B&B. Client is solely responsible for complying with any Third Party Services terms and conditions. In order to integrate the Services with certain Third Party Services, Client may be required to provide Client's or Client's end user access credentials for the Third Party Service in order to receive Client Data. In such cases, in order to provide the Service, B&B's access must be approved (a) by Client for all end users or content; or (b) by each individual end user.

7. **TERM AND TERMINATION.**

- a. **Stated Term of Agreement.** The minimum term of this Agreement is for a period of one (1) year commencing on the Effective Date (“**Initial Term**”). This Agreement shall automatically renew for consecutive one (1) year periods (“**Renewal Term**”) unless either party provides the other with written notice of its intent not to renew at least sixty (60) days prior to the expiration date of the Initial Term and then thereafter, either party may terminate this Agreement during any Renewal Term for any reason whatsoever, by providing the other party with at least sixty (60) days’ written notice of such termination. B&B shall be permitted to increase any fees or rates applicable to Client effective upon the annual renewal hereof; provided, however, that the Client is notified of the increase in writing at least one hundred twenty (120) days prior to the date of the notice of non-renewal is to have been received by the parties hereunder.
- b. **Termination for Cause.** Either party shall have the option to terminate this Agreement in the event that the other party materially breaches any provision of this Agreement and fails to cure the breach within sixty (60) days following notice of the breach from the non-breaching party. The right to terminate shall be in addition to all other legal or equitable remedies available to the non-breaching party.
- c. **Survival.** In the event of expiration or termination of this Agreement, those Sections which by their nature are intended by the parties to survive will survive and continue in effect to the extent necessary to protect the rights of the parties.
- d. **Transition Services.** So long as Client has timely and fully paid all Fees if and when due, then within 30-days following termination, and provided that Client has remitted payment of all outstanding Fees, B&B shall transmit to Client all Client Data in an Excel or CSV format.

8. INTELLECTUAL PROPERTY AND DATA.

- a. **Intellectual Property.** All right, title and interest in and to all content, graphics, trademarks, logos, and other materials of any type appearing on the Extranet Site other than the Client Data and specific third parties offering site links, and copyrighted material furnished by a third party or data provided by Client (as described in subsection 8.b. below) and all technology related thereto is the exclusive property of B&B.
- b. **Data.** All right, title and interest in the Client Data is owned by Client and may not be disclosed, transferred, assigned, sold, licensed or published by B&B or used for purposes other than the provision of the services in accordance with this Agreement without Client’s advance written permission. If an Employee links to a Vendor’s web site or purchases products or services from a Vendor, B&B is not responsible for that Vendor’s use of information captured or gleaned from the experience of that Employee on the Vendor’s website.

9. INDEMNIFICATION

- a. **Indemnification by B&B.** B&B will indemnify and hold Client harmless from and against any claim brought by a third party against Client by reason of Client’s use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret (an “**IP Claim**”). B&B shall, at its expense, defend such IP Claim and pay damages finally awarded against Client in connection therewith, including the reasonable fees and expenses of the attorneys engaged by B&B for

such defense, provided that (a) Client promptly notify B&B of the threat or notice of such IP Claim; (b) B&B will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) Client fully cooperates with B&B in connection therewith. If use of a Service by Client or Employees has become, or, in B&B's opinion, is likely to become, the subject of any such IP Claim, B&B may, at its option and expense, (a) procure for Client the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by B&B, terminate Client's subscription to the Service(s) and repay Client, on a pro-rata basis, any monthly fees previously paid to B&B for the corresponding unused portion of such Service(s). B&B will have no liability or obligation under this section 9 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Client; (ii) modification of the Service(s) by anyone other than B&B, its agents or employees; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 9.a state the sole, exclusive and entire liability of B&B to Client and constitute Client's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Client or Employees.

- b. **Indemnification by Client.** Client will indemnify and hold B&B harmless against any claim brought by a third party (i) arising from or related to use of a Service by Client or Employees in breach of this Agreement; or (ii) alleging that the intellectual property rights of a third party have been violated; provided (a) B&B promptly notifies Client of the threat or notice of such claim; (b) Client will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Client shall not settle or compromise any claim that results in liability or admission of any liability by B&B in connection therewith).

10. **LIMITATION OF LIABILITY AND DISCLAIMER.**

- a. **Limit.** UNDER NO CIRCUMSTANCES WILL B&B OR CLIENT BE LIABLE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF OR DENIAL OF BENEFITS, OVERCHARGES OF VENDOR PREMIUMS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE INCURRED BY CLIENT DUE TO A NEGLIGENT ACT OR OMISSION. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION OR OTHER TORTS, SHALL BE LIMITED TO THE REPAIR OF THAT PORTION OF THE EXTRANET SITE THAT DOES NOT MEET THE WARRANTY. FOR ALL CAUSES OF ACTION OR CLAIMS FOR WHICH REPAIR OF THE EXTRANET SITE IS NOT POSSIBLE, CLIENT'S OR B&B'S AGGREGATE LIABILITY FOR DAMAGES TO CLIENT OR ANY EMPLOYEE SHALL NOT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE FOLLOWING SHALL NOT BE SUBJECT TO THE LIMITATIONS ON LIABILITY IN THIS SECTION: CLAIMS RELATED TO ANY PARTY'S CONFIDENTIALITY SET FORTH IN THIS AGREEMENT (INCLUDING THOSE IN SECTION 4 HEREOF), INDEMNIFICATION OBLIGATIONS, EACH PARTY'S VIOLATIONS OF LAW, OR THE GROSS NEGLIGENCE OF ANY PARTY. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN

WILL APPLY IN AGGREGATE TO CLIENT AND ITS EMPLOYEES AND SHALL NOT BE CUMULATIVE.

- b. **Acknowledgment.** Client and B&B expressly acknowledge that the limitations contained in this section 10 represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Agreement, and each of Client and B&B fully understands and irrevocably accepts such limitations. Client and B&B agree that the limitations in this section 10 should specifically apply to any alternative remedy ordered by a court or an arbitrator in the event such court or arbitrator determines that a sole and exclusive remedy provided for in this Agreement fails of its essential purpose.

11. GENERAL.

- a. **Notice.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) a national overnight courier service, addressed and sent to the attention of:

If to B&B:

Steven Piccolino
Vice President National Benefits Technology
Brown & Brown, Inc.
6 Tower Place
Albany, NY 12203

If to Broker:

Lou Della Penna Jr.
President
Brown & Brown Benefit Advisors
56 Livingston Avenue Suite 220
Roseland, NJ 07068

If to Client:

Dawn Leary
Business Administrator
Lawnside Board of Education
426 Charleston Avenue
Lawnside, NJ 08045

- b. **Independent Contractor.** Each party is and will remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof will be considered an employee or agent of the other party for any purpose and will have no authority to bind or make commitments on behalf of such other party for any purpose and will not hold itself or themselves out as having such authority.
- c. **Compliance with Laws.** Each party will, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties,

obligations and performance under this Agreement and will procure all licenses and pay all fees and other charges required thereby.

- d. **Taxes.** Each party will have sole responsibility for the payment of all taxes and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement.
- e. **Force Majeure.** Neither party will be held liable for failure to fulfill its obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance will be increased to a reasonable period of time.
- f. **Assignment.** Neither party may sell, transfer or assign this Agreement, or transfer, delegate, or assign any right or obligation set forth in this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any act in derogation of the foregoing will be null and void.
- g. **Governing Law.** The validity, construction, and performance of this Agreement will be governed by the substantive law of the State of Florida without regard to the conflicts of law provisions thereof and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- h. **No Other Rights.** This Agreement will not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.
- i. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.
- j. **Waiver and Remedies.** The failure of either party at any time to require performance by the other party shall in no way affect the right of either party thereafter to enforce the same provision, nor shall the waiver of either party of any breach of any provision herein be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.
- k. **Entire Agreement.** The provisions of this Agreement as in effect from time to time by their terms, constitute the entire Agreement between the parties and supersede all prior Agreements, oral or written, and all other communications relating to the subject matter of this Agreement. Any terms contained in invoices, acknowledgements, or other forms that are inconsistent with or different from the terms of this Agreement will be void and of no effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client

Karen Willis

Signature

Karen Willis

Name

SBA

Title

3/11/2022

Date

Broker

Signature

Name

Title

Date

B&B

Signature

Name

Title

Date

ATTACHMENT 1 - PRICING

Pricing valid until March 18, 2022

Implementation Fees:

(if necessary; billed once feeds are operational)

- | | |
|---|---------|
| • Site Implementation Fee (1x monthly PEPM, \$1000 minimum) | \$1,000 |
| • Custom Demographic Feed (Payroll to bswift) (\$2,500 per data feed build) | N/A |
| • Custom Deduction Feed (bswift to Payroll) (\$2,500 per data feed build) | N/A |
| • Third Party Broker Carrier Feed (\$1,500 per data feed build) | TBD |

TOTAL IMPLEMENTATION FEES:	\$1,000*
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*The bswift system as discussed above is provided at no cost to members of the AmeriHealth Public Employer trust. If at any time client changes to a medical insurance carrier other than AmeriHealth, the cost of the above-mentioned system will become the responsibility of the client.

Online Service Fee (minimum \$450 per month):

(billed monthly based on number of Employees as of the first of each month; starting on the first of the following month once site is operational)

- **Benefit Eligible Employees** (Employees eligible for ANY benefit): \$3.75 (three dollars and seventy-five cents) per Employee (including Active Employees/COBRA status/Retiree Status) per month (PEPM).
- **Non-Benefit Eligible Employees** (Employee Not eligible for ANY benefit): \$0.30 (thirty cents) per Employee (including Active Employees) per month (PEPM).

Optional Add-on Components (only applicable for Benefit Eligible Employees):

- | | | |
|---------------------------------------|-------------------------------------|----|
| • Total Compensation Statements: | \$0.20 PEPM | NO |
| • Defined Contribution Enrollment: | \$0.15 PEPM | NO |
| • Workflows (Onboarding): | \$0.20 PEPM | NO |
| • Languages: | \$0.30 PEPM per additional language | NO |
| • Specials: | No Charge (separate addendum) | NO |
| • ACA Reporting (1095/1094 paper): | \$0.30 PEPM (separate addendum) | NO |
| • ACA Shared Responsibility Tracking: | \$0.30 PEPM* | NO |

**ACA Shared Responsibility Tracking PEPM fee is applicable to both Benefit Eligible and Non-Benefit Eligible Employees.*

Optional Components can be added at a later date and will be billed commencing with the first month following their implementation.

If Client utilizes bswift for ACA Reporting, the following optional services are available, subject to change, and are offered at the end of each calendar year, in anticipation of upcoming reporting requirements:

- ACA Fulfillment – service to print and mail 1095 forms to employees at a cost of \$1.60 per form. Price is subject to change year over year.

- ACA IRS Filing – service to file 1094 electronically at a cost of \$260 per FEIN. Price is subject to change year over year.

Client Size Discount:

- <250 Benefit Eligible employees: no discount
- 250+ Benefit Eligible employees: (\$0.25 PEPM discount PLUS \$.01 PEPM discount for every additional 20 active employees above 250; maximum \$1.00 PEPM; determined at initial contract and annually at contract renewal)

Initial Agreement Term Discount Calculation: **N/A**

TOTAL ONLINE SERVICE FEES:

Benefit Eligible Employees:	<i>\$3.75 PEPM Base Price minus Client Size Discount (N/A) plus Optional Add-On Components (N/A)</i>	\$3.75 PEPM*
Non-Benefit Eligible Employees:	<i>\$0.30 PEPM Base Price plus Optional Add-On Components (N/A)</i>	\$0.30 PEPM*

NOTE: If Client PEPM fees are below minimum monthly charge of \$550, Client will be billed for \$550.
 *The bswift system as discussed above is provided at no cost to members of the AmeriHealth Public Employer trust. If at any time client changes to a medical insurance carrier other than AmeriHealth, the cost of the above-mentioned system will become the responsibility of the client.

Postnatal Accommodations

The Board of Education recognizes support staff members may be returning to work shortly after their child's birth and may need to express breast milk during the workday. The Patient Protection and Affordable Care Act (PPACA) amended Section 7 of the Federal Fair Labor Standards Act (FLSA) for nursing mothers to be permitted reasonable break times and a private location to express breast milk for their nursing child for one year after the child's birth.

Every employee position in the school district is designated as either "non-exempt" or "exempt" by the provisions of the FLSA. Generally, a support staff member entitled to overtime pay is designated as "non-exempt." A support staff member that performs duties that are executive, administrative, or professional in nature and not entitled to overtime pay is designated "exempt." The school district administration shall refer to the comprehensive definitions of "exempt" and "non-exempt" as outlined in 29 C.F.R.: 541 et seq. in determining an employee's designation.

A Board of Education is required to provide reasonable break times to non-exempt support staff members to express breast milk for their nursing child. The non-exempt support staff member shall coordinate such breaks with their immediate supervisor. The non-exempt support staff member will not receive compensation during this break time unless the break time is during a non-exempt support staff member's compensated break time.

A Board of Education is not required under the FLSA to provide such breaks to exempt support staff members. However, exempt support staff members may take such breaks provided the breaks are coordinated with their immediate supervisor. If this break is taken during the exempt support staff member's duty free lunch period or duty free break period during the workday, the exempt support staff member will not be reduced in compensation.

The Principal or the nursing mother's immediate supervisor, in consultation with the school nurse, will designate a lactation room that is clean, shielded from view and free from intrusion from co-workers and the public. The location must be functional as a space for expressing breast milk and shall include an electrical outlet, a chair, and nearby access to running water. If the space is not dedicated to the nursing mother's use, it must be available when needed. A space temporarily converted into a lactation room or made available when needed by a nursing mother is sufficient; however, a bathroom, even if private, is not a permissible location under the FLSA.

All exempt and non-exempt support staff members are required to sign-out of work to begin the break to express breast milk and shall sign-in when they return to work after the break. The break shall be for a reasonable amount of time. For compensation purposes, the immediate supervisor shall forward all sign-in and sign-out information relative to break times for nursing mothers under the FLSA to the School Business Administrator/Board Secretary.

New Business

RESOLUTION

AUTHORIZATION OF THE LAWNSIDE BOARD OF EDUCATION TO APPROVE CLIENT SUBSCRIPTION AGREEMENT FOR BWIFT WITH BROWN & BROWN INC. AT NOT CHARGE TO THE SCHOOL DISTRICT

WHEREAS, Brown & Brown Inc. is offering Lawnside School District an employee portal to assist with managing employee data and to administer and communicate employee benefits information for all new hires and current employees; and

WHEREAS, Brown & Brown will provide the following services:

- a) enrollment and eligibility data transmissions to insurance carriers;
- b) development of an extranet Site;
- c) Vendor Transmission;
- d) Training;
- e) Extranet Site (Go-Live Date)
- f) Maintenance - Brown & Brown will provide maintenance updates and configuration changes to the Extranet Site as needed and requested by the Lawnside School District.

Motion: D. Gibson

Second: A.Wilson

Vote - Yes -8

CLIENT SUBSCRIPTION AGREEMENT FOR BSWIFT

This Agreement (the “**Agreement**”) is effective **February 18, 2022** (the “**Effective Date**”) and is by and between Brown & Brown Benefit Advisors, located at 56 Livingston Avenue Suite 220, Roseland, New Jersey 07068 (“**Broker**”), Brown & Brown, Inc., located at 220 South Ridgewood Avenue, Daytona Beach, Florida 32114 (“**B&B**”) and Lawnside Board of Education, located at 426 Charleston Avenue, Lawnside, New Jersey 08045 and applicable subsidiaries (“**Client**”).

RECITALS

Brown & Brown Inc. is the parent company of Broker.

Brown & Brown, Inc., through its employee benefits technology department and a third-party software platform (bswift), offers its clients Internet-based information systems to assist in the communication of employee benefits information to its employees (the “**Services**”).

Broker is a licensed insurance agency offering employee benefit products to its clients.

Client purchases employee benefits insurance from Broker and wishes to receive Services from B&B to help them manage employee data and to administer and communicate employee benefits and company information through a Client-specific Internet-based web-site.

1. B&B SERVICES

Services. B&B will create for Client an employee benefits administration and communications management system through a proprietary website (“**Extranet Site**”) and will develop enrollment and eligibility data transmissions to insurance carriers and service providers that offer a plan, service or product to Employees (“**Vendors**”). Client and B&B will work together to develop the Extranet Site and to include only those features and options required by Client.

- a. **Development of an Extranet Site.** The Extranet Site will provide Employees with the ability to compare the various benefit options available from Client, select an appropriate option and enroll electronically in the desired benefit plan (assuming the Employee is eligible for the particular benefit). “**Employee(s)**” will include current or former employees of Client who are loaded on the Extranet Site, including employee dependents and retirees. Terminated Employees shall not be included, unless Broker is involved in administering benefits for those Employees or their surviving spouses and/or their dependents after termination (e.g., continuation of benefits or retiree benefits).
- b. **Vendor Transmission.** Upon the completion of the Extranet Site, B&B will transmit Employee enrollment and demographic data to Vendors using bSwift’s feed requirements; provided, however, the acceptance of this information is contingent upon each Vendor’s ability and willingness to accept such data electronically.
- c. **Training.** B&B shall provide Client with a one-time training session (a duration of up to four (4) hours) of the Extranet Site via web-ex to the Authorized User and its designees, if desirable, in advance of the date which Employees are first able to gain access to the

Extranet Site (the “Go-Live Date”). Additional training will be charged at B&B’s then current hourly rate.

- d. **Maintenance.** B&B will provide maintenance updates and configuration changes to the Extranet Site as needed and requested by Client.

2. CLIENT’S OBLIGATIONS

- a. **Information/Customization.** Client shall assist B&B in the customization of the Extranet Site, including, without limitation, selecting the desired services and voluntary benefits from among those offered by Broker. If Client desires to include benefits offered by third party brokers, then B&B will include such benefits for an additional charge. In addition, Client shall include the benefit plan description materials and information required to be furnished to Employees as part of the enrollment process under applicable law, identifying any agents or brokers responsible for placing the coverage with Client, identifying the users to whom the Extranet Site will be made available, and approving for B&B the Extranet Site content. Client shall, to its knowledge, ensure that all written benefit plan materials are accurate and in compliance with applicable law and that all benefits furnished under the plan offered to the Employees are legally appropriate taking into account tax and other issues.
- b. **Name Use.** Client hereby grants B&B a limited worldwide, non-exclusive, non-transferable license to use Client’s Data to access, copy, transmit, download, display, and reproduce Client Data as necessary to provide, support and improve the Services, or as otherwise authorized hereunder. “Client Data” means that which is (a) transmitted to B&B by or on behalf of Client in connection with the provision of the Services; (b) collected or received via the Services at the direction of Client; or (c) trademarks or logos of Client. Client represents and warrants that Client has all necessary rights in and to the Client Data to grant the foregoing license to B&B
- c. **Internet Access.** Client, at its own cost and expense, will provide its Employees with the ability to access the Extranet Site via the Internet.
- d. **Authorized Users.** Client shall create an account within the Services. Client is responsible for (a) ensuring that Client’s account registration information is complete and accurate; and (b) the security and confidentiality of Client’s account credentials. Client shall designate at least one authorized user who shall have administrative access to Client’s account, with full access privileges and the authority to place orders (“Authorized User”). The Authorized User is responsible for managing all aspects of the Services, including without limitation, requesting changes or modifications to the Services, adding or removing users, webpages, URL(s), or adding or deleting Authorized Users. Client acknowledges and agrees that B&B will only accept such requests from Authorized Users, or a verified officer of Client’s organization. B&B may, in its sole discretion, refuse to comply with any request if the identity of the Authorized User or the officer making any such request cannot be reasonably verified. The Services may only be used by Client’s Employees. Client shall notify B&B immediately of any unauthorized use of any password or account or any other known or suspected breach of security. Client shall not permit individuals or entities other than Client’s Employees to access the Services for any reason. Client is solely responsible for all activity which occurs within Client’s account and for the actions of its Employees, whether or not such person is or was acting within the scope of their employment, engagement or agency relationship.

- e. **Permitted Use.** Client is prohibited from, and shall not copy, modify, adapt, transmit, sell, distribute or otherwise use the Services, in whole or in part, except as expressly permitted in this Agreement. Client is responsible for the data and content archived by, or provided to, B&B via the Services and represents and warrants that such content shall not (a) infringe any third party right, including, without limitation, third party rights in patent, trademark, copyright, or trade secret; or (b) constitute a breach of any other right of a third party, including without limitation, any right under contract or tort theories. Client shall abide by all applicable local, state, national or foreign laws, rules, regulations or treaties in connection with Client's use of the Services including, without limitation, those related to data privacy, communications, SPAM communications, or the transmission and storage of technical or personal data.
- f. **Client Data Transmission.** Client acknowledges and agrees that (a) it is Client's sole responsibility to monitor Client Data to ensure that Client Data is properly transmitted to B&B; (b) despite any monitoring services provided by B&B, Client shall notify B&B of any delivery failures or outages of Client's systems (or its service providers) which may affect the transmission of Client Data; and (c) it is Client's responsibility to encrypt data sent to B&B. B&B is not responsible or liable for any update, upgrade, patch, maintenance or other change which affects the transmission of Client Data to B&B. It is Client's responsibility to (i) ensure that B&B is notified of all email domains, or other electronic messages to be archived; and (ii) to obtain all necessary consents with respect to the transmission, collection and storage of Client Data.

3. FINANCIAL ARRANGEMENTS.

- a. **Implementation Fee.** The Site Implementation Fee, set forth in Attachment 1, shall be due in two installments. The first installment equal to fifty percent (50%) of the Site Implementation Fee shall be payable upon the Client's execution and delivery of this Agreement, and the final Site installment equal to fifty percent (50%) of the Site Implementation Fee shall be due and payable on the Go-Live Date. Any other Implementation Fees, set forth in Attachment 1, shall be due and payable as and when accessible by Employees on the Extranet Site.
- b. **Monthly Online Service Fee.** Client shall pay B&B a monthly service fee for access to its Internet portal based on the number of Employees entered or loaded into the Extranet Site (the "**Online Service Fee**"), set forth on Attachment 1. Terminated Employees shall be excluded from this count as of the first day of the month following the termination unless B&B is involved in administering benefits for those Employees or their dependents (e.g., COBRA or retiree benefits). The rate charged per Employee per month shall not be increased by more than 5% over the preceding year; unless B&B must incur additional expenses in providing the Extranet Site to Client, which B&B shall substantiate to Client prior to any such increase. The number of Employees covered by the Online Service Fee will be calculated as of the first day of each month, commencing with the first day of the month following the Go-Live Date. The Online Service Fee shall be due and payable no later than 30 days following the last day of each month.
- c. **Payment Method.** Fees shall be collected by Broker directly and remitted to B&B.

- d. **Remedy for Nonpayment.** In addition to the remedies available to B&B in the event of Client's breach and failure to cure, B&B shall be entitled to interest equal to one and one-half percent (1.5%) per month or, if less, the maximum amount permitted by law, on any outstanding Implementation Fee or Online Service Fee which is due but unpaid by Client. In addition, B&B shall be permitted to discontinue service in the event that fees due B&B are not paid by Client, after no less than thirty (30) days prior notice of the intent to discontinue service and disengage the site.

4. CONFIDENTIALITY AND INFORMATION EXCHANGE

- a. **Exchange.** It is the intention of Broker, B&B and Client to transfer and/or exchange information as may be essential for completing its obligations under this Agreement. Such information may be disclosed in electronic, visual, or written form (including magnetic media). All information transferred or exchanged between the parties or otherwise learned by a party from or with respect to the other is deemed to be confidential and may include proprietary or trade secret information or information of the other concerning the other's business affairs, property, methods of operations, processing system or other information, including Employee personal information and financial data ("**Confidential Information**") and any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card or bank information, social security number, or other similar specific factual information, regardless of which information is stored (i.e. on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement ("**Personally Identifiable Information**"). Confidential Information and Personally Identifiable Information shall be collectively referred to as ("**Confidential Information**"). Each party agrees to and agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality and comply with all applicable privacy and other laws and regulations relating to protection, collection, use and distribution of Confidential Information. Client, B&B and Broker hereby agree to only use the Confidential Information of the other party(ies) for the purposes as permitted by this Agreement and maintain the confidentiality of all such Confidential Information using at least the degree of care and security as each uses to maintain the confidentiality of its own Confidential Information, which shall at least be commercially reasonable. Each party agrees to direct its owners, directors, principals, members, employees, and agents to maintain such confidentiality. In the event that a receiving party wishes to disclose Confidential Information to one of its agents (including service providers), it may do so only if that agent or service provider agrees in writing to the terms of this section. The parties acknowledge that their disclosure of any of the other's Confidential Information without the other's prior written consent or use of the other's Confidential Information other than as contemplated in this Agreement may give rise to continuing irreparable injury to the disclosing party, that, therefore, will be inadequately compensable in damages at law. Accordingly, the disclosing party shall be entitled to obtain immediate injunctive relief against the breach or threatened breach by the disclosing party of any of the foregoing undertakings, in addition to any other legal remedies which may be available, and the disclosing party hereby consents to the obtaining of such injunctive relief. Information shall not be considered confidential under this Paragraph that : (i) is publicly known prior to or after disclosure hereunder other than through acts or omissions attributable to the recipient or its employees or representatives; (ii) as demonstrated by prior written records, is already known to the recipient at the time of disclosure hereunder; (iii) is disclosed in good faith to the recipient by a third party having

a lawful right to do so; (iv) is the subject of written consent of the party which supplied such information authorizing disclosure; or (v) is required to be disclosed by law; provided that the recipient shall give the disclosing party reasonable notice in writing prior to disclosing such information in order to facilitate seeking a protective order or other appropriate remedy from the proper authority.

- b. **Disclosure to Others.** Neither party will, without the prior written authorization of the other party, disclose to any third-party the terms and conditions of this Agreement, except as may be necessary to establish or assert rights hereunder, or as may be required by law or governmental regulations.

5. **WARRANTY; DISCLAIMER.**

- a. **Warranty.** B&B's sole warranty is that it will perform the Services in a good, diligent and professional manner and in accordance with this Agreement.
- b. **Disclaimer.** EXCEPT AS SET FORTH IN THIS AGREEMENT, B&B MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY OTHER INFORMATION OR MATERIALS PROVIDED, OR MADE AVAILABLE, BY B&B. B&B HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. B&B DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE WILL BE AVAILABLE OR ERROR FREE. B&B SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF B&B. B&B MAKES NO REPRESENTATION OR WARRANTY THAT USE OF THE SERVICES GUARANTEES LEGAL COMPLIANCE UNDER ANY FEDERAL, STATE OR INTERNATIONAL STATUTE, LAW, RULE, REGULATION, OR DIRECTIVE.

6. **THIRD PARTY NETWORKS, PLATFORMS AND COMPONENTS.**

- a. **Third Party Services.** Certain Services offered by B&B may be dependent on third party software, applications or platforms ("**Third Party Services**"). These Third Party Services are not offered, controlled or provided by B&B. In some cases the Third Party Service may make changes to its service, or components thereof, or discontinue a service without notice to B&B. Accordingly, B&B expressly disclaims any liability related to, or arising from, these Third Party Services, including Client's use thereof, or any updates, modifications, outages, delivery failures, corruptions, discontinuance of services or termination of Client's account by the Third Party Service. B&B is not responsible or liable for how the Third Party Service transmits, accesses, processes, stores, uses or provides data to B&B. Client is solely responsible for complying with any Third Party Services terms and conditions. In order to integrate the Services with certain Third Party Services, Client may be required to provide Client's or Client's end user access credentials for the Third Party Service in order to receive Client Data. In such cases, in order to provide the Service, B&B's access must be approved (a) by Client for all end users or content; or (b) by each individual end user.

7. **TERM AND TERMINATION.**

- a. **Stated Term of Agreement.** The minimum term of this Agreement is for a period of one (1) year commencing on the Effective Date (“**Initial Term**”). This Agreement shall automatically renew for consecutive one (1) year periods (“**Renewal Term**”) unless either party provides the other with written notice of its intent not to renew at least sixty (60) days prior to the expiration date of the Initial Term and then thereafter, either party may terminate this Agreement during any Renewal Term for any reason whatsoever, by providing the other party with at least sixty (60) days’ written notice of such termination. B&B shall be permitted to increase any fees or rates applicable to Client effective upon the annual renewal hereof; provided, however, that the Client is notified of the increase in writing at least one hundred twenty (120) days prior to the date of the notice of non-renewal is to have been received by the parties hereunder.
- b. **Termination for Cause.** Either party shall have the option to terminate this Agreement in the event that the other party materially breaches any provision of this Agreement and fails to cure the breach within sixty (60) days following notice of the breach from the non-breaching party. The right to terminate shall be in addition to all other legal or equitable remedies available to the non-breaching party.
- c. **Survival.** In the event of expiration or termination of this Agreement, those Sections which by their nature are intended by the parties to survive will survive and continue in effect to the extent necessary to protect the rights of the parties.
- d. **Transition Services.** So long as Client has timely and fully paid all Fees if and when due, then within 30-days following termination, and provided that Client has remitted payment of all outstanding Fees, B&B shall transmit to Client all Client Data in an Excel or CSV format.

8. INTELLECTUAL PROPERTY AND DATA.

- a. **Intellectual Property.** All right, title and interest in and to all content, graphics, trademarks, logos, and other materials of any type appearing on the Extranet Site other than the Client Data and specific third parties offering site links, and copyrighted material furnished by a third party or data provided by Client (as described in subsection 8.b. below) and all technology related thereto is the exclusive property of B&B.
- b. **Data.** All right, title and interest in the Client Data is owned by Client and may not be disclosed, transferred, assigned, sold, licensed or published by B&B or used for purposes other than the provision of the services in accordance with this Agreement without Client’s advance written permission. If an Employee links to a Vendor’s web site or purchases products or services from a Vendor, B&B is not responsible for that Vendor’s use of information captured or gleaned from the experience of that Employee on the Vendor’s website.

9. INDEMNIFICATION

- a. **Indemnification by B&B.** B&B will indemnify and hold Client harmless from and against any claim brought by a third party against Client by reason of Client’s use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party’s valid patent, copyright, trademark or trade secret (an “**IP Claim**”). B&B shall, at its expense, defend such IP Claim and pay damages finally awarded against Client in connection therewith, including the reasonable fees and expenses of the attorneys engaged by B&B for

such defense, provided that (a) Client promptly notify B&B of the threat or notice of such IP Claim; (b) B&B will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) Client fully cooperates with B&B in connection therewith. If use of a Service by Client or Employees has become, or, in B&B's opinion, is likely to become, the subject of any such IP Claim, B&B may, at its option and expense, (a) procure for Client the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by B&B, terminate Client's subscription to the Service(s) and repay Client, on a pro-rata basis, any monthly fees previously paid to B&B for the corresponding unused portion of such Service(s). B&B will have no liability or obligation under this section 9 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Client; (ii) modification of the Service(s) by anyone other than B&B, its agents or employees; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 9.a state the sole, exclusive and entire liability of B&B to Client and constitute Client's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Client or Employees.

- b. **Indemnification by Client.** Client will indemnify and hold B&B harmless against any claim brought by a third party (i) arising from or related to use of a Service by Client or Employees in breach of this Agreement; or (ii) alleging that the intellectual property rights of a third party have been violated; provided (a) B&B promptly notifies Client of the threat or notice of such claim; (b) Client will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Client shall not settle or compromise any claim that results in liability or admission of any liability by B&B in connection therewith).

10. **LIMITATION OF LIABILITY AND DISCLAIMER.**

- a. **Limit.** UNDER NO CIRCUMSTANCES WILL B&B OR CLIENT BE LIABLE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) SUCH AS, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF OR DENIAL OF BENEFITS, OVERCHARGES OF VENDOR PREMIUMS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS IRRESPECTIVE OF WHETHER SUCH DAMAGES WERE INCURRED BY CLIENT DUE TO A NEGLIGENT ACT OR OMISSION. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION OR OTHER TORTS, SHALL BE LIMITED TO THE REPAIR OF THAT PORTION OF THE EXTRANET SITE THAT DOES NOT MEET THE WARRANTY. FOR ALL CAUSES OF ACTION OR CLAIMS FOR WHICH REPAIR OF THE EXTRANET SITE IS NOT POSSIBLE, CLIENT'S OR B&B'S AGGREGATE LIABILITY FOR DAMAGES TO CLIENT OR ANY EMPLOYEE SHALL NOT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. THE FOLLOWING SHALL NOT BE SUBJECT TO THE LIMITATIONS ON LIABILITY IN THIS SECTION: CLAIMS RELATED TO ANY PARTY'S CONFIDENTIALITY SET FORTH IN THIS AGREEMENT (INCLUDING THOSE IN SECTION 4 HEREOF), INDEMNIFICATION OBLIGATIONS, EACH PARTY'S VIOLATIONS OF LAW, OR THE GROSS NEGLIGENCE OF ANY PARTY. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN

WILL APPLY IN AGGREGATE TO CLIENT AND ITS EMPLOYEES AND SHALL NOT BE CUMULATIVE.

- b. **Acknowledgment.** Client and B&B expressly acknowledge that the limitations contained in this section 10 represent their express agreement with respect to the allocation of risks between them as related to the amount of the consideration each is to receive under this Agreement, and each of Client and B&B fully understands and irrevocably accepts such limitations. Client and B&B agree that the limitations in this section 10 should specifically apply to any alternative remedy ordered by a court or an arbitrator in the event such court or arbitrator determines that a sole and exclusive remedy provided for in this Agreement fails of its essential purpose.

11. GENERAL.

- a. **Notice.** Unless otherwise agreed to by the parties, all notices required under this Agreement (except those relating to product pricing, changes and upgrades) will be deemed effective when received and made in writing by either (i) registered mail, (ii) certified mail, return receipt requested, or (iii) a national overnight courier service, addressed and sent to the attention of:

If to B&B:

Steven Piccolino
Vice President National Benefits Technology
Brown & Brown, Inc.
6 Tower Place
Albany, NY 12203

If to Broker:

Lou Della Penna Jr.
President
Brown & Brown Benefit Advisors
56 Livingston Avenue Suite 220
Roseland, NJ 07068

If to Client:

Dawn Leary
Business Administrator
Lawnside Board of Education
426 Charleston Avenue
Lawnside, NJ 08045

- b. **Independent Contractor.** Each party is and will remain an independent contractor with respect to all performance rendered pursuant to this Agreement. Neither party nor any employee thereof will be considered an employee or agent of the other party for any purpose and will have no authority to bind or make commitments on behalf of such other party for any purpose and will not hold itself or themselves out as having such authority.
- c. **Compliance with Laws.** Each party will, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation relating to its duties,

obligations and performance under this Agreement and will procure all licenses and pay all fees and other charges required thereby.

- d. **Taxes.** Each party will have sole responsibility for the payment of all taxes and duties imposed by all governmental entities, as they pertain to its duties, obligations and performance under this Agreement.
- e. **Force Majeure.** Neither party will be held liable for failure to fulfill its obligations under this Agreement if the failure is caused by flood, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party, and the term for performance will be increased to a reasonable period of time.
- f. **Assignment.** Neither party may sell, transfer or assign this Agreement, or transfer, delegate, or assign any right or obligation set forth in this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any act in derogation of the foregoing will be null and void.
- g. **Governing Law.** The validity, construction, and performance of this Agreement will be governed by the substantive law of the State of Florida without regard to the conflicts of law provisions thereof and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.
- h. **No Other Rights.** This Agreement will not be construed to grant any rights by implication, estoppel, or otherwise, that are not granted through its express provisions.
- i. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect and will be interpreted, to the extent possible, to achieve its purposes without the invalid, illegal or unenforceable provision.
- j. **Waiver and Remedies.** The failure of either party at any time to require performance by the other party shall in no way affect the right of either party thereafter to enforce the same provision, nor shall the waiver of either party of any breach of any provision herein be held or taken to be a waiver of any succeeding breach or as a waiver of the provision itself.
- k. **Entire Agreement.** The provisions of this Agreement as in effect from time to time by their terms, constitute the entire Agreement between the parties and supersede all prior Agreements, oral or written, and all other communications relating to the subject matter of this Agreement. Any terms contained in invoices, acknowledgements, or other forms that are inconsistent with or different from the terms of this Agreement will be void and of no effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Client

Signature

Name

Title

Date

Broker

Signature

Name

Title

Date

B&B

Signature

Name

Title

Date

ATTACHMENT 1 - PRICING

Pricing valid until March 18, 2022

Implementation Fees:

(if necessary; billed once feeds are operational)

- | | |
|---|---------|
| • Site Implementation Fee (1x monthly PEPM, \$1000 minimum) | \$1,000 |
| • Custom Demographic Feed (Payroll to bswift) (\$2,500 per data feed build) | N/A |
| • Custom Deduction Feed (bswift to Payroll) (\$2,500 per data feed build) | N/A |
| • Third Party Broker Carrier Feed (\$1,500 per data feed build) | TBD |

TOTAL IMPLEMENTATION FEES: **\$1,000***

*The bswift system as discussed above is provided at no cost to members of the AmeriHealth Public Employer trust. If at any time client changes to a medical insurance carrier other than AmeriHealth, the cost of the above-mentioned system will become the responsibility of the client.

Online Service Fee (minimum \$450 per month):

(billed monthly based on number of Employees as of the first of each month; starting on the first of the following month once site is operational)

- **Benefit Eligible Employees** (Employees eligible for ANY benefit): \$3.75 (three dollars and seventy-five cents) per Employee (including Active Employees/COBRA status/Retiree Status) per month (PEPM).
- **Non-Benefit Eligible Employees** (Employee Not eligible for ANY benefit): \$0.30 (thirty cents) per Employee (including Active Employees) per month (PEPM).

Optional Add-on Components (only applicable for Benefit Eligible Employees):

- | | | |
|---------------------------------------|-------------------------------------|----|
| • Total Compensation Statements: | \$0.20 PEPM | NO |
| • Defined Contribution Enrollment: | \$0.15 PEPM | NO |
| • Workflows (Onboarding): | \$0.20 PEPM | NO |
| • Languages: | \$0.30 PEPM per additional language | NO |
| • Specials: | No Charge (separate addendum) | NO |
| • ACA Reporting (1095/1094 paper): | \$0.30 PEPM (separate addendum) | NO |
| • ACA Shared Responsibility Tracking: | \$0.30 PEPM* | NO |

**ACA Shared Responsibility Tracking PEPM fee is applicable to both Benefit Eligible and Non-Benefit Eligible Employees.*

Optional Components can be added at a later date and will be billed commencing with the first month following their implementation.

If Client utilizes bswift for ACA Reporting, the following optional services are available, subject to change, and are offered at the end of each calendar year, in anticipation of upcoming reporting requirements:

- **ACA Fulfillment** – service to print and mail 1095 forms to employees at a cost of \$1.60 per form. Price is subject to change year over year.

- ACA IRS Filing – service to file 1094 electronically at a cost of \$260 per FEIN. Price is subject to change year over year.

Client Size Discount:

- <250 Benefit Eligible employees: no discount
- 250+ Benefit Eligible employees: (\$0.25 PEPM discount PLUS \$.01 PEPM discount for every additional 20 active employees above 250; maximum \$1.00 PEPM; determined at initial contract and annually at contract renewal)

Initial Agreement Term Discount Calculation: **N/A**

TOTAL ONLINE SERVICE FEES:

Benefit Eligible Employees:	<i>\$3.75 PEPM Base Price minus Client Size Discount (N/A) plus Optional Add-On Components (N/A)</i>	\$3.75 PEPM*
Non-Benefit Eligible Employees:	<i>\$0.30 PEPM Base Price plus Optional Add-On Components (N/A)</i>	\$0.30 PEPM*

NOTE: If Client PEPM fees are below minimum monthly charge of \$550, Client will be billed for \$550.

*The bswift system as discussed above is provided at no cost to members of the AmeriHealth Public Employer trust. If at any time client changes to a medical insurance carrier other than AmeriHealth, the cost of the above-mentioned system will become the responsibility of the client.

New Business

R E S O L U T I O N

AUTHORIZATION OF THE LAWNSIDE BOARD OF EDUCATION TO APPROVE THE AMENDMENT OF THE CURRENT OPRA REQUEST HOURS OF OPERATION AND TIMEFRAME

WHEREAS,The Lawnside Board of Education has elected to change the current OPRA Request for to amend the the hours of operations to to 8:30 am to 4:00pm for the following days of the week, (1) Monday; (2) Tuesday and Wednesday of each week effective February 24, 2022; and

THEREFORE, BE IT RESOLVED, that the Lawnside Board of Education has authorized the approval of the changes related to the Opra Request Form .

Motion: D. Still

Second: F. Hayes

Vote: 8-Yes

Motion- Carried

LAWNSIDE SCHOOL DISTRICT BOARD OF EDUCATION

OPEN PUBLIC RECORDS ACT REQUEST FORM

426 Charleston Avenue., Lawnside, NJ 08045

856-547-2585 TEL & FAX 856-547-3865

KWillis@lawnside.k12.nj.us e-mail address

Ms. Karen Willis - Custodian of Records

Important Notice

The last page of this form contains important information related to your rights concerning government records. Please read it carefully.

Requestor Information - Please Print

Form fields for Requestor Information: First Name, MI, Last Name, E-mail Address, Mailing Address, City, State, Zip, Telephone, FAX, Preferred Delivery (Pick Up, US Mail, On-Site, Inspect, Fax, E-mail), Signature, Date.

Payment Information

Form fields for Payment Information: Maximum Authorization Cost, Select Payment Method (Cash, Check, Money Order), Fees (Letter size pages, Legal size pages, Other materials), Delivery (Delivery/postage fees), Extras (Special service charge).

Record Request Information: Please be as specific as possible in describing the records being requested. Also, please note that your preferred method of delivery will only be accommodated if the custodian has the technological means and the integrity of the records will not be jeopardized by such method of delivery.

Large empty rectangular box for providing detailed record request information.

AGENCY USE ONLY

Form fields for Agency Use Only (left): Est. Document Cost, Est. Delivery Cost, Est. Extras Cost, Total Est. Cost, Deposit Amount, Estimated Balance, Deposit Date.

AGENCY USE ONLY

Form fields for Agency Use Only (middle): Disposition Notes (Custodian: If any part of request cannot be delivered in seven business days, detail reasons here.), In Progress, Denied, Filled, Partial, Open, Closed.

AGENCY USE ONLY

Form fields for Agency Use Only (right): Tracking Information (Tracking #, Rec'd Date, Ready Date, Total Pages), Final Cost (Total, Deposit, Balance Due, Balance Paid), Records Provided, Custodian Signature, Date.

DEPOSITS

The custodian may require a deposit against costs for reproducing documents sought through an anonymous request whenever the custodian anticipates that the documents requested will cost in excess of \$5 to reproduce.

Where a special service charge is warranted under OPRA, that amount will be communicated to you as required under the statute. You have the opportunity to review and object to the charge prior to it being incurred. If, however, you approve of the fact and amount of the special service charge, you may be required to pay a deposit or pay in full prior to reproduction of the documents.

YOUR REQUEST FOR RECORDS IS DENIED FOR THE FOLLOWING REASON(S):

(To be completed by the Custodian of Records – check the box of the numbered exemption(s) as they apply to the records requested. If multiple records are requested, be specific as to which exemption(s) apply to each record. **Response is due to requestor as soon as possible, but no later than seven business days.**)

N.J.S.A. 47:1A-1.1

- Inter-agency or intra-agency advisory, consultative or deliberative material
- Legislative records
- Law enforcement records:
 - Medical examiner photos
 - Criminal investigatory records (however, N.J.S.A. 47:1A-3.b. lists specific criminal investigatory information which must be disclosed)
 - Victims' records
- Trade secrets and proprietary commercial or financial information
- Any record within the attorney-client privilege
- Administrative or technical information regarding computer hardware, software and networks which, if disclosed would jeopardize computer security
- Emergency or security information or procedures for any buildings or facility which, if disclosed, would jeopardize security of the building or facility or persons therein
- Security measures and surveillance techniques which, if disclosed, would create a risk to the safety of persons, property, electronic data or software
- Information which, if disclosed, would give an advantage to competitors or bidders
- Information generated by or on behalf of public employers or public employees in connection with:
 - Any sexual harassment complaint filed with a public employer
 - Any grievance filed by or against an employee
 - Collective negotiations documents and statements of strategy or negotiating
- Information that is a communication between a public agency and its insurance carrier, administrative service organization or risk management office
- Information that is to be kept confidential pursuant to court order
- Certificate of honorable discharge issued by the United States government (Form DD-214) filed with a public agency
- Social security numbers
- Credit card numbers
- Unlisted telephone numbers
- Drivers' license numbers
- Certain records of higher education institutions:
 - Research records
 - Questions or scores for exam for employment or academics
 - Charitable contribution information
 - Rare book collections gifted for limited access
 - Admission applications
 - Student records, grievances or disciplinary proceedings revealing a students' identification
- Biotechnology trade secrets N.J.S.A. 47:1A-1.2
- Convicts requesting their victims' records N.J.S.A. 47:1A-2.2
- Ongoing investigations of non-law enforcement agencies (must prove disclosure is inimical to the public interest) N.J.S.A. 47:1A-3.a.
- Public defender records N.J.S.A. 47:1A-5.k.
- Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders, Rules of Court, and privileges created by State Constitution, statute, court rule or judicial case law N.J.S.A. 47:1A-9
- Personnel and pension records (however, the following information must be disclosed:
 - An individual's name, title, position, salary, payroll record, length of service, date of separation and the reason for such separation, and the amount and type of any pension received
 - When required to be disclosed by another law, when disclosure is essential to the performance of official duties of a person duly authorized by this State or the US, or when authorized by an individual in interest
 - Data contained in information which disclose conformity with specific experiential, educational or medical qualifications required for government employment or for receipt of a public pension, but not including any detailed medical or psychological information N.J.S.A. 47:1A-10

N.J.S.A. 47:1A-1

- "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy."

Burnett v. County of Bergen, 198 N.J. 408 (2009). Without ambiguity, the court held that the privacy provision "is neither a preface nor a preamble." Rather, "the very language expressed in the privacy clause reveals its substantive nature; it does not offer reasons why OPRA was adopted, as preambles typically do; instead, it focuses on the law's implementation." "Specifically, it imposes an obligation on public agencies to protect against disclosure of personal information which would run contrary to reasonable privacy interests."

Executive Order No. 21 (McGreevey 2002)

- Records where inspection, examination or copying would substantially interfere with the State's ability to protect and defend the State and its citizens against acts of sabotage or terrorism, or which, if disclosed, would materially increase the risk or consequences of potential acts of sabotage or terrorism.
- Records exempted from disclosure by State agencies' proposed rules.

Executive Order No. 26 (McGreevey 2002)

- Certain records maintained by the Office of the Governor
- Resumes, applications for employment or other information concerning job applicants while a recruitment search is ongoing
- Records of complaints and investigations undertaken pursuant to the Model Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Environments
- Information relating to medical, psychiatric or psychological history, diagnosis, treatment or evaluation
- Information in a personal income or other tax return
- Information describing a natural person's finances, income, assets, liabilities, net worth, bank balances, financial history or activities, or creditworthiness, except as otherwise required by law to be disclosed
- Test questions, scoring keys and other examination data pertaining to the administration of an examination for public employment or licensing
- Records in the possession of another department (including NJ Office of Information Technology or State Archives) when those records are made confidential by regulation or EO 9.

Other Exemption(s) contained in a State statute, resolution of either or both House of the Legislature, regulation, Executive Order, Rules of Court, any federal law, federal regulation or federal order pursuant to N.J.S.A. 47:1A-9.a.

(Please provide detailed information regarding the exemption from disclosure for which you are relying to deny access to government records. If multiple records are requested, be specific as to which exemption(s) apply to each record.)

REQUEST FOR RECORDS UNDER THE COMMON LAW

If, in addition to requesting records under OPRA, you are also requesting the government records under the common law, please check the box below.

A public record under the common law is one required by law to be kept, or necessary to be kept in the discharge of a duty imposed by law, or directed by law to serve as a memorial and evidence of something written, said, or done, or a written memorial made by a public officer authorized to perform that function, or a writing filed in a public office. The elements essential to constitute a public record are that it be a written memorial, that it be made by a public officer, and that the officer be authorized by law to make it.

Yes, I am also requesting the documents under common law.

If the information requested is a "public record" under common law and the requestor has a legally recognized interest in the subject matter contained in the material, then the material must be disclosed if the individual's right of access outweighs the State's interest in preventing disclosure.

Please set forth your interest in the subject matter contained in the requested material:

Note that any challenge to a denial of a request for records under the common law cannot be made to the Government Records Council, as the Government Records Council only has jurisdiction to adjudicate challenges to denials of OPRA requests. A challenge to the denial of access under the common law can be made by filing an action in Superior Court.

GENERAL INFORMATION

1. All government records are subject to public access under the Open Public Records Act ("OPRA"), unless specifically exempt.
2. A request for access to a government record under OPRA must be in writing, hand-delivered, mailed, transmitted electronically, or otherwise conveyed to the appropriate custodian. N.J.S.A. 47:1A-5.g. The seven (7) business day response time does not commence until the records custodian receives the request form. If you submit the request form to any other officer or employee of the **Name of Agency**, that officer or employee must either forward the request to the appropriate custodian, or direct you to the appropriate custodian. N.J.S.A. 47:1A-5.h.
3. Under OPRA, a school district, "having a total district enrollment of 500 or fewer," may permit its records custodian to set certain hours and times in which the public may request, inspect, examine, and/or copy government records over a period which is "not less than six regular business hours over not less than three business days per week" at N.J.S.A. 47:1A-5. **The Lawnside Public School's records custodian's schedule of "OPRA hours" run during the district business office's regular business hours of operation (9am 5pm) on the Monday, Tuesday, and Wednesday of each week.**
4. Requestors may submit requests anonymously. If you elect not to provide a name, address, or telephone number, or other means of contact, the custodian is not required to respond until you reappear before the custodian seeking a response to the original request.
5. The fees for duplication of a government record in printed form are listed on the front of this form. We will notify you of any special service charges or other additional charges authorized by State law or regulation before processing your request. Payment shall be made by cash, check or money order payable to the **Name of Agency**.
6. **You may be charged a 50% or other deposit when a request for copies exceeds \$25.** The **Name of Agency** custodian will contact you and advise you of any deposit requirements. You agree to pay the balance due upon delivery of the records. Anonymous requests in excess of \$5.00 require a deposit of 100% of estimated fees.
7. Under OPRA, a custodian must deny access to a person who has been convicted of an indictable offense in New Jersey, any other state, or the United States, **and** who is seeking government records containing personal information pertaining to the person's victim or the victim's family. This includes anonymous requests for said information.
8. By law, the **Name of Agency** must notify you that it grants or denies a request for access to government records within seven (7) business days after the agency custodian of records receives the request. If the record requested is not currently available or is in storage, the custodian will advise you within seven (7) business days after receipt of the request when the record can be made available and the estimated cost for reproduction.
9. You may be denied access to a government record if your request would substantially disrupt agency operations and the custodian is unable to reach a reasonable solution with you.
10. If the **Name of Agency** is unable to comply with your request for access to a government record, the custodian will indicate the reasons for denial on the request form or other written correspondence and send you a signed and dated copy.
11. Except as otherwise provided by law or by agreement with the requester, if the agency custodian of records fails to respond to you within seven (7) business days of receiving a request, the failure to respond is a deemed denial of your request.
12. If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the **Name of Agency** to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council ("GRC") by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at PO Box 819, Trenton, NJ, 08625, by e-mail at grc@dca.state.nj.us, or at their web site at www.state.nj.us/grc. The Council can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.
13. Information provided on this form may be subject to disclosure under the Open Public Records Act.

- CESSATION OF BOARD MEMBERSHIP -
Mawusimensah Mears

WHEREAS, Mawusimensah Mears is a school official, as defined in the School Ethics Act, serving as a Board member of the Lawnside School District’s Board of Education, located in Camden County; and

WHEREAS, New Jersey law, pursuant to N.J.S.A. 18A:12-3 provides that a member of a board of education, via a board’s action of removal, may cease to be a member of such board upon said member’s failure to attend three (3) consecutive meetings of the board without good cause; and

WHEREAS, Mawusimensah Mears, having missed six (6) consecutive Board of Education meetings – without providing good cause, stated excuse, notification, legal or technical reasons, or any other response to continued verbal, written, and electronic outreach and correspondence regarding his status, attendance and availability; with having declined invitation and opportunity to attend a hearing regarding the herein; and

WHEREAS, the above, taken in further context with a record of chronic absenteeism from the Board, and a factual inability of the Board to obtain quorum for scheduled meetings and votes requiring super majorities – a reasonable examination of such actions and lack of response from Mawusimensah Mears to any and all good faith Board notices regarding continued absences would find such consistent with an act of abandonment, with no necessary consideration to underlying purpose or intent in the absence of good cause and lack of responsive; and

WHEREAS, the Board, having given due consideration to all provided evidence – inclusive of approved Board minutes, records of attendance; and Board correspondence; so

MAY THEREFORE BE IT RESOLVED, that the Board adopts the herein Resolution REMOVING Mawusimensah Mears, pursuant to the provisions of N.J.S.A. 18:A-12-3, as so is consistent with the facts and legislative intent of the statute.

Motion: Ms. B. Kittles

Second: Ms. D. Gibson

S. Forrest - Y	F. Hayes - Y	D. Gibson - Y	B. Kittles - Y
F. Catlett - Y	N. Cauthorne	D. Still	A. Wilson

Respectfully submitted



Karen Willis

February 24, 2022

SBA