

Regular Meeting
South Orange-Maplewood
Board of Education
April 20, 2020

A Regular Meeting of the Board of Education of South Orange-Maplewood was held using the online video conference platform on April 20, 2020.

Board President Annemarie Maini called the meeting to order at 7:40 p.m.

Adequate written notice of this meeting of the South Orange-Maplewood Board of Education was sent to the Township and Village Clerks, The Star Ledger, the News Record, TAPintoSOMA.net, villagegreennj.com and all schools.

PLEDGE OF ALLEGIANCE

Motion made by Board President Maini, seconded by Board Member Siders to allow distance participation in our monthly general Board meeting during the COVID-19 emergency.

Motion passed 9 yes, 0 no.

ROLL CALL: Present: Board Member E. Baker, Board Member R. Baker,
Board Member Cuttle, Board Member Joshua,
Board President Maini, Board Member Mazzocchi,
Board Member Siders, Board Member Wright
Board Member Zubieta, Student Representative
Lily Forman

Absent: None

9 VOTING MEMBERS AND ONE STUDENT REPRESENTATIVE PRESENT

The Board held a moment of silence to reflect on those in our community that we have lost to or who are suffering from Coronavirus.

BOARD RECOGNITION - Lily Forman

| NAME/SCHOOL | RECOGNITION |
|---------------------|---|
| SOMSD Music Program | <p>The South Orange & Maplewood School District (SOMSD) music program has been recognized by the philanthropic arm of the National Association of Music Merchants (NAMM) trade association for its commitment to music education with a 2020 Best Communities for Music Education Award (BCME).</p> <p>SOMSD was one out of 754 school districts that are among the Best Communities in the nation for music education. The award program recognizes outstanding efforts by teachers, administrators, parents, students and community leaders who have made music education part of a well-rounded education. Designations are made to districts and schools that demonstrate an exceptionally high commitment and access to music education.</p> |

| | |
|--|--|
| | Congratulations James Manno, Supervisor of Fine Arts who submitted the application in October 2019 and to all of our District music educators. |
|--|--|

APPROVAL OF MINUTES

Board President Maini declared the minutes of the Executive and Public sessions of March 16, 2020 regular meeting approved as presented.

BOARD PRESIDENT'S STATEMENT

The School Board meeting is a business meeting in public not a meeting with the public. Oftentimes it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases a unanimous vote. Before a matter is placed on the agenda at a public meeting, the Administration has thoroughly reviewed the matter with the Superintendent of Schools/Chief School Administrator (CSA). If the Superintendent of Schools/Chief School Administrator is satisfied that the matter is ready to be presented to the Board of Education, it is then referred to the appropriate Board Committee. The Members of the Board Committee work with Administration and the Superintendent to assure that the members fully understand the matter. After the committee discusses the matter, it is presented to the full Board for discussion before any action is taken. Only then, is it placed on the agenda for action at a public meeting.

SUPERINTENDENT'S UPDATE - *Dr. Ronald G. Taylor*

Throughout this unprecedented crisis, I must recognize the efforts of our school family, School Leadership Team, Cabinet Members, Principals, Assistant Principals, Academic Supervisors, Teachers, Administrative Assistants, Paraprofessionals, Custodians, Support Staff, Central Administration, families, parents and students. It has taken a true team effort to provide what we hope is a glimmer of normalcy and care during such a tumultuous time.

For those who are not aware, all of our Coronavirus updates are uploaded on a page on our website. This includes both our academic updates as well as our mental health support. We will be sharing further updates over the next few weeks that give specificity and our thoughts regarding fourth quarter and cumulative grading, instructional pacing, culminating activities, summer school, special services, extended school year, ESL and the other many imperative granular parts of our District that were not designed for this current methodology.

I would like to offer one small clarification just to reiterate our thoughts on virtual learning, distance learning live instruction etc. We understand that not every family that we serve and not every family that is a part of our teaching staff have the same design, so we built a distance learning methodology that incorporates virtual learning. How is virtual learning different than live instruction online? We offered that clarification in our March 26 communication to our families; we encourage you to read it. In short, the communication states that we understand that not all teachers are

able to do live broadcast instruction. We understand that there are lots of complications when it comes to placing cameras in your homes and we understand that not every family is able to join live instruction at the same time every day. There are families with multiple children as well as teachers who have their own children at home. Our instructors are required to do virtual learning via recording of their lessons. If you are aware as a family that you have not experienced virtual learning, please let your school principal know and we will follow up.

Last but not least, we have not forgotten about our commitment to our Intentional Integration Initiative. A webinar is forth coming. Construction meetings with our architects, school leaders and the Board of Education are also moving forward. Updates are forthcoming.

Thank you again. Wishing you and your families well.

BOARD PRESIDENT'S UPDATE - *Annemarie Maini*

Last month as we entered this new phase of remote learning and social distancing, we the Board thanked Administration for the thorough cleaning and safety precautions that were implemented. We also thanked all of our teachers and staff partners for being flexible and modeling resilience for our students and families. Today I would like to take a moment to also thank our families for their willingness to be flexible and resilient while their role as first teacher has returned to them in full force. As parents we are being tasked to provide an emotionally safe learning environment for our children while we ourselves are stressed and unsure. We are also all grieving, whether it is the tragic loss of a friend, family member or neighbor while at the same time we have lost the ability to connect and be with one another.

I am proud that our District is living its commitment to Access and Equity by ensuring that every situation is evaluated through that lens. In everything that we do we must remember that all children may not have the proper resources to access the internet or even a quiet place to work at home. I am confident that Dr. Taylor is seeking feedback and suggestions to continue to improve how our district can best meet the needs of all of our children. Parents and Guardians, we salute you, we appreciate your partnerships and we know that the only way through this is to join together.

The Board also discussed the Superintendent's annual evaluation, the Board's self-evaluation, how to host an executive session before the May 11, 2020 public meeting and meeting with the architect to review construction plans.

STUDENT REPRESENTATIVE UPDATE - *Lily Forman*

The Student Representative update focused on the following topics:

- Concerns about the mental health of students
- Guidance Counselors have been utilizing Google classrooms for mental health check-ins and suggestions
- Ensuring our District's online learning plan is equitable

- CHS Administration and Counselors have been in contact with students whose families have been affected by COVID-19 and are offering additional support.
- Dr. Taylor provided data and information about the process for Chromebook distribution.
- Students concerned about the effects online learning will have on their grades and request an optional pass/fail grading system to relieve the stress of online learning.
- The majority of students indicated they felt supported by Columbia High School teachers, administration and the District.
- Students expressed the need for clear communication regarding the implementation of online learning policies.

HEARING OF INDIVIDUALS AND DELEGATIONS

| <u>Name</u> | <u>Comment/Question</u> |
|---|---|
| Elissa Malespina South Orange | Where can the responses to last month's public speak comments be found? What actions will be taken to fulfill the proposals raised by Scott White in his letter to the Board of Education and community upon his departure? What are the District's plans for 4 th marking period grading? The NJEA recommended a pass/fail methodology. This is the most equitable way for our students to be graded during this inconsistent time. |
| Beth Cosentino Special Education Co-Liaison, Tuscan | Wrote a letter of support and concern on behalf of SEPAC leadership. |
| Community Member | Can you please address with specifics how the district is weighing the pass/fail vs. grading options for the remainder of the school year (4th quarter)? |
| Dr. Caryn Gehrke | Concerned that the current distance learning plan does not support Special Education Students. Asked the Board to reconsider the current plan that does not fully support our most vulnerable students. |
| SEPAC | Expressed concern regarding the current distance learning plan and how the plan will affect special needs students in the middle and high schools. |
| Dr. Taylor will respond in writing to comments and concerns raised during the Hearing of Individuals and Delegations. | |

COMMITTEE REPORTS

FINANCE FACILITIES & TECHNOLOGY - Board Member Mazzocchi

The committee discussed the following:

- Webex for committees and board meetings
- Wi-fi service and hot spots for student access
- Architect meetings
- Athletic stipends
- Transportation Supervisor
- Transportation contracts
- Food service update
- Upcoming Contracts / Bids
- Budget hearing - Scheduled for May 4, 2020
- Policies - 6110, 6111, 6120, 6141, 6180, 6210, 6230
- Governor's update

CURRICULUM & INSTRUCTION - Board Member E. Baker

The committee discussed Distance Learning updates for General and Special Education.

PERSONNEL & LABOR RELATIONS - Board Member R. Baker

The committee discussed the following:

- April 2020 resolutions
- Current district vacancy chart
- New hire check list for critical staff positions
- Dr. Carrick reviewed the Columbia High School Principal profile.
- NJDOE Draft Guidelines for teacher/staff observation were discussed. SOMSD teachers are encouraged to continue to support our student teachers using them to support instructional efforts during this challenging time.
- A Families First EMPLOYEE RIGHTS Paid Sick Leave and Expanded Family and Medical Leave Under the Families First Coronavirus Response Act was shared with the staff and committee.
- A Principal search update was provided. Preparations are being made to assemble a stakeholder Webex interview after April 20th.
- The following draft job descriptions were discussed:
 - REVISED Assistant Superintendent for Curriculum & Instruction
 - Assistant Superintendent for Access and Equity
 - Director of Curriculum, K-8
 - Director of Curriculum, 9-12
 - Athletic Director 9-12

POLICY COMMITTEE - Board Member Siders

The committee discussed the following policies:

- Policies: April 20, 2020 BOE Meeting Second Reading
 - 5320 Immunization
 - 5613 Removal of Students for Assaults with Weapons or Objects as Weapons Offenses (M)
 - 7424 Bed Bugs
- Policies: April 20, 2020 BOE Meeting First Reading
 - 0173 Duties of Public School Accountant
 - 1310 Employment of School Business Administrator
 - 5310 Health Services (M)
- Regulations
 - R8441 Care of Injured or Ill Persons

ITEMS FOR ACTION

Motion made by Dr. Taylor, seconded by Board Member R. Baker that the Board of Education approves the following:

4000A. MEMORIAL

BE IT RESOLVED THAT THE Board of Education approve the following memorial:

David Hogenauer, retired high school social studies teacher, passed away on April 2, 2020.

The Superintendent is asked to convey our condolences to the family and friends of David Hogenauer.

4000B. RETIREMENTS

| NAME | ASSIGNMENT | EFFECTIVE DATE |
|------------------|-------------------------------------|----------------|
| Berrios, William | Guidance Counselor CHS - 1.0 FTE | 7/1/20 |
| Scalgione, Carol | School Nurse JEFF - 1.0 FTE | 7/1/20 |

4000C. LEAVE REPLACEMENT APPOINTMENT

(This employment is conditional and subject to the disclosure requirement; pending compliance with NJ Public Law 2018, Chapter 5)

| NAME | ASSIGNMENT | EFFECTIVE DATE | ACTUAL SALARY |
|-------------|------------------------|-------------------|---------------|
| Noel, David | T Math MM - 1.0 FTE | 4/4/20 6/30/20 | \$62,400 |

4000D. RESCIND LEAVE REPLACEMENT APPOINTMENT

(This employment is conditional and subject to the disclosure requirement; pending compliance with NJ Public Law 2018, Chapter 5)

| NAME | ASSIGNMENT | EFFECTIVE DATE | ACTUAL SALARY |
|------------------|-------------------------|------------------|---------------|
| Corbin, Faith | T SPED SMA - 1.0 FTE | 4/7/20 5/8/20 | \$57,900 |

4000E. CHANGE IN START DATE

| NAME | ASSIGNMENT | OLD START DATE | NEW START DATE |
|---------------------|------------------------|----------------|----------------|
| Connors, Michael | T SPED MM - 1.0 FTE | TBD | 3/1/20 |

4000F. CHANGE IN END DATE

| NAME | ASSIGNMENT | OLD END DATE | NEW END DATE |
|----------------------|--|--------------|--------------|
| Cagide, Helen | LR T SPED/INC MM - 1.0 FTE | 3/27/20 | 3/31/20 |
| Carluccio, Joanna | LR T Lang. Arts SOM - 1.0 FTE | 4/30/20 | 5/15/20 |
| Corbin, Faith | LR 5 th Grade Teacher CLIN - 1.0 FTE | 3/25/30 | 3/30/20 |
| Corredor, Amanda | T PreK/INC MONT - 1.0 FTE | 5/4/20 | 6/30/20 |
| Cutting, Jeshanah | LR T SPED MM - 1.0 FTE | 4/30/20 | 5/4/20 |

4000G. TRANSFER/REASSIGNMENT

| NAME | OLD ASSIGNMENT | NEW ASSIGNMENT | EFFECTIVE DATE |
|------------------|------------------------------|-------------------------------|----------------|
| Porter, Julie | School Nurse MM - 1.0 FTE | School Nurse SMA - 1.0 FTE | 5/1/20 |

4000H. LEAVES OF ABSENCE

| NAME | ASSIGNMENT | EFFECTIVE DATE |
|----------------|-------------------------------|---|
| Crimi, Orla | T PE/Health CHS 1.0 FTE | 4/6/20-5/1/20 (Paid Maternity leave) 5/1/20-5/26/20 (Unpaid Medical Leave) 5/27/20-6/30/20 (Unpaid FMLA) |

4000I. SUSPENSION

| NAME | EFFECTIVE DATE |
|----------------|---------------------------|
| Employee #3331 | 1/3/20-4/13/20 (w/pay) |

4000J. SALARY ADJUSTMENTS

| NAME | ASSIGNMENT | EFFECTIVE DATE | ADJUSTMENT | ACTUAL SALARY |
|-----------------------|-------------------------|------------------------------|----------------------|---------------|
| Boni, Susan | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$82.15 (per day) | \$1,643 |
| Buzar, Marisa | T SPED CHS - .2 FTE | 3/30- 3/31/20 (2 days) | \$54.70 (per day) | \$109.40 |
| D'Alessio, Tara | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$91.85 (per day) | \$1,837 |
| Endlich, Matthew | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$97.55 (per day) | \$1,951 |
| Degioia, Mia | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$65.50 (per day) | \$1,310 |
| Spina, Anthony | T SPED CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$51.30 (per day) | \$923.40 |
| Buzar, Marissa | T SPED CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$54.70 (per day) | \$984.60 |
| Gallof, Pamela | T Math CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$82.15 (per day) | \$1,478.70 |
| Silver, Bianca | T SCI/B CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$65.50 (per day) | \$1,179 |
| Spina, Kathleen | T SPED CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$90.60 (per day) | \$1,630.80 |
| Steindler, Philip | T SPED CHS - .2 FTE | 3/1- 3/27/20 (18 days) | \$61.70 (per day) | \$1,110.60 |
| Femenella, Matthew | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$61.70 (per day) | \$1,234 |
| Grasso, Linda | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$82.15 (per day) | \$1,643 |
| Mudrak, David | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$49.60 (per day) | \$992 |
| Obasi, Mabel | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$67.00 (per day) | \$1,340 |
| Stradford, Lynn | T SPED CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$97.55 (per day) | \$1,951 |

| | | | | |
|---------------------------------|---------------------------|------------------------------|----------------------|------------|
| Perez, Jorge | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$68.80 (per day) | \$1,376 |
| Abdelhadi, Mazin | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$91.85 (per day) | \$1,837 |
| Banner, Abiodun | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$77.30 (per day) | \$1,546 |
| Lucas, Justin | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$80.20 (per day) | \$1,604 |
| Massoud, Nicole | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$57.90 (per day) | \$1,158 |
| Richman, Mark | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$97.55 (per day) | \$1,951 |
| Krantz- Savoia, Elizabeth | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$58.30 (per day) | \$1,166 |
| Lucchetta, Joseph | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$91.85 (per day) | \$1,837 |
| Noonan, Pamela | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$82.15 (per day) | \$1,643 |
| Pociask, John | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$91.85 (per day) | \$1,837 |
| Wilson, David | T Math CHS - .2 FTE | 3/1- 3/31/20 (20 days) | \$82.80 (per day) | \$1,656 |
| Alexander, Marvin | T PE/H CHS - .2 FTE | 3/2- 3/13/20 (10 days) | \$72.60 (per day) | \$726 |
| Clem, Dallas | LR T PE/H CHS - .2 FTE | 3/2- 3/13/20 (10 days) | \$49.60 (per day) | \$496 |
| Iraggi, Taylor | T PE/H CHS - .2 FTE | 3/2- 3/13/20 (10 days) | \$49.60 (per day) | \$496 |
| Maggiore, Molly | T PE/H CHS - .2 FTE | 3/2- 3/13/20 (10 days) | \$64.70 (per day) | \$647 |
| Trieu, John | T PE/H CHS - .2 FTE | 3/2- 3/13/20 (10 days) | \$54.70 (per day) | \$547 |
| Clesmere, Lindsay | T PE/H CHS - 2 FTE | 2/3- 4/9/20 (45 days) | \$56.50 (per day) | \$2,542.50 |
| Mobley, Gary | T PE/H CHS - .2 FTE | 2/3- 4/9/20 | \$91.85 (per day) | \$4,133.25 |

| | | | | |
|----------------------------|---------------------------------------|-------------------------------------|----------------------|------------|
| | | (45 days) | | |
| Pilone, Joe | T PE/H CHS - .2 FTE | 2/3- 4/9/20 (45 days) | \$97.55 (per day) | \$4,389.75 |
| Duffey, Dallas | T Math MM - .2 FTE | 3/16- 4/9/20 (19 days) | \$85.60 (per day) | \$1,626.40 |
| Kessler, Marc | T Math MM - .2 FTE | 3/16- 4/9/20 (19 days) | \$61.70 (per day) | \$1,172.30 |
| Sousa, Carisa | T Math MM - .2 FTE | 3/16- 4/9/20 (19 days) | \$54.70 (per day) | \$1,039.30 |
| Sudol, Lorraine | T Math MM - .2 FTE | 3/16- 4/9/20 (19 days) | \$97.55 (per day) | \$1,853.45 |
| Robinson, Kathleen | Clerical Aide CLIN - 1.0 FTE | 3/1- 3/31/20 (7.5 hours) | \$8.91 (per hour) | \$66.83 |
| Pierre Louis, Renaud | School Bus Driver DIST - .8 FTE | 3/1- 3/13/20 (101.5 hours) | \$5.07 (per hour) | \$514.60 |
| Tyson, Angela | School Bus Aide DIST - .8 FTE | 3/1- 3/31/20 (30 hours) | \$9.43 (per hour) | \$282.90 |

4000K. APPROVE JOB DESCRIPTIONS

NEW: Director of Curriculum, K-5
Director of Curriculum, 6-12
Assistant Superintendent for Equity & Access

REVISED: Assistant Superintendent for Curriculum & Instruction
Director of Athletics & Student Activities

4001A. APPOINTMENT OF SUBSTITUTE TEACHER(S) FOR THE 2019-2020 SCHOOL YEAR

STATE CERTIFIED TEACHER

| NAME | INSTITUTION | DATE | DEGREE | PER DIEM RATE |
|--------------------|--|----------------------|--------------|------------------|
| Eustice, Nicole | Monmouth University Kutztown University | 5/2018 5/2015 | MS BS | \$318 |

NON-DEGREE SUBSTITUTE(S)

| |
|------------|
| Eddy Tunis |
|------------|

4001B. APPOINTMENT OF HOME INSTRUCTOR(S) FOR THE 2019-2020 SCHOOL YEAR PAID AT THE HOURLY RATE OF \$35

| NAME | CERTIFICATION |
|---------------|--|
| Colleen Moran | Teacher of Students w/Disabilities Elementary School Teacher, Grades K-6 |

4001C. APPOINTMENT OF VOLUNTEER(S) FOR THE 2019-2020 SCHOOL YEAR

| NAME | ASSIGNMENT |
|------------------|------------|
| Zachary Altamore | Baseball |

4002. Approves the attached list of students who are scheduled to attend Out-of-District tuition supported programs for the 2019-2020 school year.

4003A. Receives and accepts the following financial reports:

1. Board Secretary's Report dated March 31, 2020
2. Expense Account Adjustment Analysis dated March 31, 2020
3. Revenue Account Adjustment Analysis dated March 31, 2020
4. Check Register#405437 in the amount of \$787.50
5. Check Register #405438-405635 in the amount of \$4,405,710.46
6. Check Register #200700-200701 in the amount of \$1,708,028.27
7. Check Register #200702 for March 2020 payroll in the amount of \$6,913,134.06
8. Voided check numbers 405425-405433
9. Check Register#405434-405436 in the amount of \$80,531.51
10. Treasurer's Report of February 2020

4003B. Certify the Board Secretary's Monthly Financial Report [signed certification on file in Board Secretary's office].

4003C. Accepts a donation from the Achieve Foundation in the amount of \$12,842.00.

BE IT FURTHER RESOLVED THAT the following account line is increased and the Superintendent or his designee is authorized to administer it:

20-006-100-610 Education Foundation \$12,842.00

BE IT FURTHER RESOLVED THAT the Board President, Superintendent and Board Secretary are authorized to execute and deliver any necessary contracts and reports on behalf of the Board.

4003D. Accepts a donation to the Parenting Center in the amount of \$1000.00.

BE IT FURTHER RESOLVED THAT the following account line is increased and the Superintendent or his designee is authorized to administer it:

20-019-200-890

Parenting Center

\$1000.00

BE IT FURTHER RESOLVED THAT the Board President, Superintendent And Board Secretary are authorized to execute and deliver any necessary contracts and reports on behalf of the Board.

4003E. Approves the fee schedule for use of district facilities effective July 1, 2020:

| | <u>Facility Use</u> | <u>Custodial Fees</u> |
|------------------------------|---------------------------------------|-----------------------|
| <u>Facility:</u> | <u>Per Hour</u> | <u>Per Hour</u> |
| Columbia High School: | | |
| Auditorium | \$250.00 | \$50.00 |
| Black Box Theatre | \$100.00 | \$50.00 |
| Gym | \$120.00 | \$50.00 |
| Cafeteria | \$90.00 | \$50.00 |
| Classrooms per room/Library | \$50.00 | \$50.00 |
| Ritzer Field | \$50.00 | \$50.00 |
| | \$50 per person - minimum 10 people * | |
| Project Adventure | | |
| Underhill Complex: | | |
| Football Field | \$150.00 | \$50.00 |
| Baseball Field | \$100.00 | \$50.00 |
| Track | \$75.00 | \$50.00 |
| Middle Schools: | | |
| Auditorium | \$150.00 | \$50.00 |
| Gym | \$120.00 | \$50.00 |
| Cafeteria | \$90.00 | \$50.00 |
| Classrooms per room/Library | \$50.00 | \$50.00 |
| Elementary Schools: | | |
| Auditorium | \$100.00 | \$50.00 |
| Little Theater | \$75.00 | \$50.00 |
| Gym | \$100.00 | \$50.00 |
| Cafeteria | \$90.00 | \$50.00 |
| Classrooms per room /Library | \$50.00 | \$50.00 |

- Custodial hours will be charged at the custodial rate of \$50 per hour

per custodian (minimum 4 hours).

- Security guard (required for groups with more than 100 people in attendance) \$50 per hour per guard for a minimum of 4 hours.
- Use of kitchen will require a cafeteria worker who must be compensated at their overtime rate (4 hour minimum). Dishes, silverware, and utensils of the cafeteria may not be used.
- Use of stage lighting/sound and stage equipment must be under the supervision of a representative of the Board of Education to be paid by the applicant at a rate of \$55 per hour. The following fees will be charged for all other equipment or services used:

| | |
|-------------------------|---|
| Stage Manager/Staff | \$55 per hour per person |
| Projector | \$25 per event |
| VCR/DVD | \$25 per event |
| Microphone | \$20 per event (each microphone) |
| Tripod Screen | \$20 per event |
| Stage Screen | \$20 per event |
| Overhead | \$25 per event |
| Audio System | \$30 per event (and requires Stage Manager) |
| Stage Lighting | \$35 per event (and requires Stage Manager) |
| Underhill | \$100 per event |
| Sound Booth | |
| Underhill | |
| Concession Stand | \$100 per event |
| CHS Cafeteria Equipment | \$30 per event (and requires Stage Manager) |

- * Use of Project Adventure must be under the supervision of a Project Adventure certified representative of the Board of Education.

4003F. approves the following rates for Summer School 2020:

FREE [for students experiencing economic hardship]

HIGH SCHOOL MATH ADVANCEMENT

| | |
|-------------------|-------|
| 5 Credit Course | \$350 |
| 2.5 Credit Course | \$175 |

HIGH SCHOOL CREDIT RECOVERY

| | |
|--------------------|-------|
| 5 Credit Course | \$350 |
| 2.5 Credit Course | \$175 |
| 1.25 Credit Course | \$ 90 |

| | |
|---------------------------|-------|
| <u>MIDDLE SCHOOL MATH</u> | \$350 |
|---------------------------|-------|

4003G. Approves an agreement with Union County Educational Services Commission to provide transportation coordination services for transporting special education, non-public, public, vocational

school students during the period of July 1, 2020 through June 30, 2021 for an administrative fee of 4% of the actual cost paid for transportation.

- 4003H. Approves an agreement with Frontline Education of Malvern, Pennsylvania, to provide the following services for the 2020-2021 school year:

| | |
|---|---------------------|
| Employee Evaluation Management w/Danielson 2011/2013 | \$27,671.70 |
| Learning & Collaboration Resources - unlimited use | \$21,694.73 |
| Applicant Tracking | \$ 4,711.93 |
| Absence & Substitute Management - Annual Subscription | \$19,795.84 |
| Professional Learning Management - unlimited usage for internal employees | \$14,929.76 |
| 504 Project Management - unlimited usage for internal employees | \$ 585.60 |
| IEP - Direct, unlimited usage for internal employees | \$ 2,342.40 |
| Total | \$ 91,731.96 |

- 4003I. Renews the contract for the Therapeutic Mental Health Wrap Around Program with Effective School Solutions, LLC of Summit, New Jersey in the amount of \$487,960 for the 2020-2021 school year.

- 4003J. Enters into an agreement with Essex Regional Educational Services Commission for the period of July 1, 2020 to June 30, 2021 to provide eligible students in South Orange and Maplewood nonpublic schools with the following services: Compensatory Education, English as a Second Language, Home Instruction, Supplementary Instruction, Speech-Language, and Evaluation and Determination of Eligibility at a per student rate established by the New Jersey Department of Education.

- 4003K. Enters into an agreement with Essex Regional Educational Services Commission to provide Public Home Instruction Services for the period of July 1, 2020 to June 30, 2021 at the rate of \$55.00 per hour.

- 4003L. Enters into an agreement with Essex Regional Educational Services Commission to provide Child Study Team Services to students in the South Orange Maplewood School District for the period of July 1, 2020 to June 30, 2021 at the following rates:

| | |
|--------------------------|----------|
| Social Assessment | \$400.00 |
| Educational Evaluation | \$400.00 |
| Psychological Evaluation | \$400.00 |
| Speech Evaluations | \$400.00 |
| Bilingual Evaluations | \$500.00 |

CST MEETINGS

| | |
|---------------------|----------|
| LDTC | \$125.00 |
| Social Worker | \$125.00 |
| School Psychologist | \$125.00 |

4003M. Enters into an agreement with Essex Regional Educational Services Commission for IDEIA-B Services for the 2020-2021 school year for the proportionate share of non-public IDEIA-B funds.

4003N. Agrees to enter into a contract with the Essex Regional Services Commission for the 2020-2021 school year to provide nursing services to non-public schools located in South Orange and Maplewood at an amount not to exceed the amount of state funding received for these services.

4003O. Enters into an agreement with Essex Regional Educational Services Commission to provide transportation coordination services for transporting special education, private school, vocational-technical school and other school students during the period of July 1, 2020 to June 30, 2021 for an administrative fee of 4.75% of the actual cost paid for transportation.

4003P. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Jimmy's Transportation ("the Contractor") are parties to a transportation services agreement dated, March 17, 2020 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 5% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003Q. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Essex Regional Educational Services Commission ("the Contractor") are parties to a transportation services agreement dated, 5/13/2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School

District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid,

- the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
 7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003R. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Sussex County Regional Transportation Cooperative ("the Contractor") are parties to a transportation services agreement dated, May 13, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;

2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003S. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Morris Union Jointure Commission ("the Contractor") are parties to a transportation services agreement dated, October 28, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003T. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Union County Educational Services Commission ("the Contractor") are parties to a transportation services agreement dated, May 13, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days

following the end of the month for which the Board issued payment.

5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003U. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Cape May County Shared Services Transportation ("the Contractor") are parties to a transportation services agreement dated, May 28, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003V. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Gloucester County Special Services School District ("the Contractor") are parties to a transportation services agreement dated, May 13, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and

transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003W. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and the Educational Services Commission of New Jersey ("the Contractor") are parties to a transportation services agreement dated, August 19, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation

services were provided prior to schools officially closing, were paid by the Contractor.

4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003X. WHEREAS, the South Orange - Maplewood Board of Education ("the Board") and Mercer County Special Services School District ("the Contractor") are parties to a transportation services agreement dated, June 13, 2019 ("Agreement"); and

WHEREAS, the Agreement provides that the Contractor shall be paid for transportation services performed; and

WHEREAS, due to COVID-19, the South Orange - Maplewood School District ("the District") has remained closed as of April 20, 2020; and

WHEREAS, as a result, transportation services have discontinued; and

WHEREAS, in consideration for not terminating the Agreement with the Contractor since transportation services will no longer be necessary while schools are closed, the Board will agree to continue payment to the Contractor through the duration of the term of the Agreement, under the terms set forth herein; and

WHEREAS, the Board's payment obligation shall be contingent upon the Contractor furnishing, on a monthly basis, copies of certified payroll records establishing that the salary was paid for each driver who was assigned to a route for the Board as of the last day student transportation services were provided prior to schools officially closing, and

WHEREAS, the parties are desirous of amending the terms of the Agreement to memorialize and clarify the respective responsibilities and obligations of the parties as set forth above.

NOW, WHEREFORE, THE PARTIES AGREE as follows

The Agreement, is hereby amended as follows:

1. During the period of time that the District remains closed without the need for transportation services as a result of COVID-19, the Agreement shall remain in full force and effect and the Board shall continue its payment obligations under the terms and conditions of the Agreement;
2. For the duration of this Agreement, the contract price, prorated for each payment, shall be reduced by 10% in consideration of Contractor's lower fuel and maintenance costs due to vehicle nonuse;
3. The Contractor acknowledges that the Board's continued payment obligations under the terms of the Agreement is contingent upon the Contractor furnishing copies of certified payroll records establishing that the salaries of the drivers assigned to the routes for the Board as of the last day student transportation services were provided prior to schools officially closing, were paid by the Contractor.
4. The Contractor shall submit copies of its certified payroll records to the Board no later than seven (7) business days following the end of the month for which the Board issued payment.
5. The Contractor further acknowledges that if it fails to submit certified payroll records to the Board within the time period designated, or fails to establish that it has paid the salaries of those drivers assigned to the routes, the Board's payment for that payroll period shall be fully reimbursed. If the Board is required to commence legal action to recoup the amount paid, the Contractor agrees to pay any and all legal fees costs associated with the Board's actions to recover the amount paid.
6. All other terms and conditions not addressed herein shall remain in full force and effect.
7. This addendum shall be effective immediately for a period of one (1) month, which may be extended on a month-to-month basis upon the mutual agreement of the parties. The addendum will automatically terminate in the event that school resumes and transportation services are reinstated, or in the event that a valid legal directive or law from the State of New Jersey renders the addendum unnecessary or invalid.

4003Y. Approves the attached list of refunds for payments made to the Beyond the Bell Afterschool Program (Spring Session) in the amount of \$165,032.91

ROLL CALL: Motion made by Dr. Taylor, seconded by Board Member R. Baker to sever resolution 4004. Motion to sever passed
9 yes, 0 no.

Motion 4000A-K, 4000J (as amended), 4001A-C, 4002, 4003B-Y, 4005, 4006 passed. YES: E. Baker, R. Baker, Cuttle, Joshua, Maini, Mazzocchi, Siders, Zubieta NO: Wright

Motion 4003A passed. YES: R. Baker, Cuttle, Joshua, Maini, Mazzocchi, Siders, Zubieta NO: Wright ABSTAIN: E. Baker (payments to any vendor or matter in the check register from which Board Member E. Baker is conflicted; including but not limited to Pomptonian Food Service, Atalian Global Service, and U.S. Security Associates, Inc.)

Motion 4004 passed. YES: R. Baker, Cuttle, Maini, Zubieta NO: E. Baker, Joshua, Siders, Wright ABSTAIN: Mazzocchi

HEARING OF INDIVIDUALS AND DELEGATIONS

| <u>Name</u> | <u>Comment/Question</u> |
|----------------------|---|
| Elissa Malespina | Requested the Board post responses to the previous public speak comments/questions where they can more easily be accessed. Why is there a possible delay in construction plans if the Governor's emergency order allows school construction to continue? |
| Rocio Lopez SOMEA | Can Chromebooks be purchased for each student for the 2020-2021 school year. |

NEW BUSINESS

- Karen Weiland of the Parenting Center is working with an amazing army of volunteers and our local food pantry to provide more than 500 meals in addition to what we are serving daily with our food service vendor, to supply meals to families in need. The meals served at school district sites include lunch and breakfast for the next day.
- Thank you Mr. Ezzo and all who helped him deliver over 1200 PPE masks to East Orange General Hospital Staff. A huge thank you to Tracy Morgan for financing the project.

Future Meetings

The Board of Education will meet in Closed Session on Monday, May 11, 2020 at 6:30 pm in the Superintendent's Office to discuss personnel and legal issues, negotiations and other matters to be announced at a later date. Immediately following the Closed Session, the Board of Education will meet in Public Session at 7:30 pm via the online video conference platform (Webex). Action will be taken.

Motion made by Board Member Maini, seconded by Board Member Wright, that the Board of Education meet in Executive Session prior to the May 11, 2020 public meeting.

MOTION made by Board Member Maini, seconded by Board Member Cuttle, that the Board of Education adjourn to executive session. Motion unanimously approved at 10:25 p.m.

Paul Roth, Board Secretary