

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003A

FOR ACTION

SUBJECT: FINANCIAL REPORTS

BE IT RESOLVED THAT the Board of Education 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

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003B

FOR ACTION

SUBJECT: BOARD OF EDUCATION'S MONTHLY CERTIFICATION

BE IT RESOLVED THAT pursuant to N.J.A.C. 6:20-2.12(e), we certify that as of March 31, 2020 after review of the secretary's monthly financial report (appropriations section) and upon consultation with the appropriate district officials, to the best of our knowledge no major account or fund has been over expended in violation of N.J.A.C. 6:20-2.13(b) and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year.

_____ Elizabeth Baker	_____ Date
_____ Robin Baker	_____ Date
_____ Shannon Cuttle	_____ Date
_____ Thair Joshua	_____ Date
_____ Annemarie Maini	_____ Date
_____ Anthony Mazzocchi	_____ Date
_____ Erin Siders	_____ Date
_____ Johanna Wright	_____ Date
_____ Kamal Zubieta	_____ Date

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003C

FOR ACTION

SUBJECT: ACCEPT DONATION FROM THE ACHIEVE FOUNDATION

BE IT RESOLVED THAT the Board of Education 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
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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.

BACKGROUND INFORMATION

This donation is to help underwrite the purchase of hotspots to provide connectivity for 76 families in the District who identified a need for Wifi access during this emergency situation requiring Distance Learning.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003D

FOR ACTION

SUBJECT: ACCEPT DONATION TO PARENTING CENTER

BE IT RESOLVED THAT the Board of Education 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
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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.

BACKGROUND INFORMATION

This donation was made through Schwab Charitable by Paul & Beth Daugherty to support the Parenting Center. The Parenting Center is responsible for administering these funds.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003E

FOR ACTION

**SUBJECT: 2020-2021 SCHOOL YEAR FEE SCHEDULE FOR USE OF
FACILITIES**

BE IT RESOLVED THAT the Board of Education approves the fee schedule for use of district facilities effective July 1, 2020:

<u>Facility:</u>	<u>Facility Use</u> <u>Per Hour</u>	<u>Custodial Fees</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
Project Adventure	\$50 per person - minimum 10 people *	
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 Sound Booth	\$100 per event
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.

BACKGROUND INFORMATION

The New Jersey School Boards Association recommends that the district have a policy addressing who may use district facilities, and directing the chief school administrator to develop regulations and procedures for implementation of the policy (N.J.A.C. 6:29-1.3(a)8).

This resolution may be amended as additional state guidance is received.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003F

FOR ACTION

SUBJECT: APPROVE RATES FOR SUMMER SCHOOL

BE IT RESOLVED THAT the Board of Education 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
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BACKGROUND INFORMATION

The rate schedule is being implemented to provide opportunities for all students. This resolution may be amended as additional state guidance is received.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003G

FOR ACTION

SUBJECT: APPROVE AGREEMENT FOR COORDINATED TRANSPORTATION SERVICES WITH UNION COUNTY EDUCATIONAL SERVICES COMMISSION FOR THE 2020-2021 SCHOOL YEAR

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

The Union County Educational Services Commission provides educational programs for classified students that are unavailable within the district. This agreement covers any students attending one or more schools operated by the Commission that require transportation.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003H

FOR ACTION

SUBJECT: **APPROVE AGREEMENT WITH FRONTLINE EDUCATION FOR
THE 2020-2021 SCHOOL YEAR**

BE IT RESOLVED THAT the Board of Education 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	<u>\$ 2,342.40</u>
Total	\$91,731.96

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.

BACKGROUND INFORMATION

Frontline Education is a professional growth software used to complete, track and manage teacher evaluations and professional learning, Absence & Substitute Management System, IEP and Special Education Management, and the 504 Plan module to help the district meet the requirements of section 504 and effective management of student information.

This agreement is to purchase necessary licensing and annual subscriptions for the 2020-2021 school year.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003I

FOR ACTION

**SUBJECT: RENEW CONTRACT FOR THE THERAPEUTIC MENTAL HEALTH
WRAP AROUND PROGRAM**

BE IT RESOLVED, that the Board of Education 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.

BACKGROUND INFORMATION

For the past seven years, Effective School Solutions (ESS) has been providing services to students at Columbia High School and has offered professional development to staff in Grades K-12. ESS is a highly therapeutic mental health wrap around program led by licensed professionals. The services include a comprehensive therapeutic mental health program for a designated number of our most fragile students.

This is the second renewal of the 2018-19 contract per 18A:18A-42 and it reflects a 0% increase from last year. These services have been budgeted for the 2020-2021 school year.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003J

FOR ACTION

SUBJECT: APPROVE AGREEMENT WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION TO PROVIDE
CHAPTER 192/193 SERVICES TO NON-PUBLIC SCHOOL
STUDENTS FOR the 2020-2021 SCHOOL YEAR

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

Under P.L. 192-193 we receive 100% state funding to cover the cost of these services to students in South Orange and Maplewood private and parochial schools. As a local education agency, we serve as the conduit through which the services listed above are provided by state law to students in private and parochial schools.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003K

FOR ACTION

SUBJECT: APPROVE AGREEMENT WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION TO PROVIDE
PUBLIC HOME INSTRUCTION SERVICES FOR 2020-2021

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

Essex Regional Educational Services Commission will perform this service for students as needed.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003L

FOR ACTION

**SUBJECT: APPROVE AGREEMENT WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION TO PROVIDE
CHILD STUDY TEAM SERVICES FOR 2020-2021**

BE IT RESOLVED THAT the Board of Education 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

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

BACKGROUND INFORMATION

These services will be provided on an as-needed basis only.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003M

FOR ACTION

**SUBJECT: APPROVE AGREEMENT WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION FOR IDEIA-B
SERVICES FOR THE 2020-2021 SCHOOL YEAR**

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

The Essex Regional Educational Services Commission will provide services for classified students attending non-public schools in the district as per needs indicated in specific Individual Education Plans (IEPs).

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION **4003N**

FOR ACTION

SUBJECT: APPROVE AN AGREEMENT WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION FOR NON-PUBLIC
SCHOOLS NURSING SERVICES

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

In accordance with Chapter 226, Laws of 1991, we are required to provide nursing services to non-public schools located in South Orange and Maplewood consistent with the amount of state funding that we receive for this purpose.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 40030

FOR ACTION

**SUBJECT: APPROVE AGREEMENT FOR 2020-2021 TRANSPORTATION
COORDINATION SERVICES WITH ESSEX REGIONAL
EDUCATIONAL SERVICES COMMISSION**

BE IT RESOLVED THAT the Board of Education 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.

BACKGROUND INFORMATION

Transportation is arranged by the ERESC through contractual agreements with school bus contractors. Actual coordinated routes for 2020-2021 will not be determined until transportation needs have been determined in May.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003P

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND JIMMY'S TRANSPORTATION**

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.

BACKGROUND INFORMATION

The contract price includes daily nonpublic school routes, in-district routes and transportation for scheduled athletic away games. The contract excludes travel to play off and championship games.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003Q

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND ESSEX REGIONAL EDUCATIONAL
SERVICES COMMISSION**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003R

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND SUSSEX COUNTY REGIONAL
TRANSPORTATION COOPERATIVE**

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:

8. 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;
1. 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;
2. 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.

3. 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.

4. 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.

5. All other terms and conditions not addressed herein shall remain in full force and effect.

6. 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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003S

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND MORRIS UNION JOINTURE
COMMISSION**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003T

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND UNION COUNTY EDUCATIONAL
SERVICES COMMISSION**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003U

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND CAPE MAY COUNTY SHARED
SERVICES TRANSPORTATION**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003V

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND GLOUCESTER COUNTY SPECIAL
SERVICES SCHOOL DISTRICT**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003W

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND THE EDUCATIONAL SERVICES
COMMISSION OF NEW JERSEY**

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.

**SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020**

RESOLUTION 4003X

FOR ACTION

**SUBJECT: APPROVE ADDENDUM TO THE TRANSPORTATION SERVICES
AGREEMENT BETWEEN THE SOUTH ORANGE - MAPLEWOOD
BOARD OF EDUCATION AND MERCER COUNTY SPECIAL
SERVICES SCHOOL DISTRICT**

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.

SCHOOL DISTRICT OF SOUTH ORANGE AND MAPLEWOOD, NEW JERSEY
PUBLIC BOARD MEETING
April 20, 2020

RESOLUTION 4003Y

FOR ACTION

**SUBJECT: APPROVE REFUNDS FOR PAYMENTS MADE TO BEYOND THE
 BELL**

BE IT RESOLVED THAT the Board of Education 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

BACKGROUND INFORMATION

The spring session of the Beyond the Bell Afterschool Program was cancelled due to Covid -19 school closures. Refunds are being provided to all families that requested a refund for fees paid.