

The regular meeting of the Camden's Promise Charter School Board of Trustees, County of Camden, State of New Jersey, was held on the above date via Virtual Meeting (Zoom Platform) on October 1, 2020 at 5:10pm.

Members present: Ms. Maldonado, Mr. Loyola, Ms. Hinson and Ms. Lombardo

Members absent: Ms. Nieves and Ms. Figueroa

Also present: Dr. Conway, Ms. Baughn, Mr. Helmbrecht, Ms. Arasim and Ms. Ash

The pledge to the flag was led by Ms. Lombardo

The meeting opened at 5:10pm at which time the following was stated: "The New Jersey Open Public Meetings Law was enacted to ensure the rights of the public to have advance notice of and to attend the meetings of the public bodies at which any business affecting their interest is discussed or acted upon. In accordance with the provisions of this Act, the Camden's Promise Charter School Board of Trustees has caused notice of this meeting to be published by having the date, time, and place thereof posted on the door of the Camden Promise Charter School and in the Courier Post. "

Virtual Board Meeting

Virtual
Meeting

The Board may conduct a meeting utilizing technology that will enable a meeting to occur without the physical presence of Board Members, Administration and/or public, utilizing video conferencing, electronic devices or other similar technology. A virtual Board meeting will only be used in emergent situation that requires school building and offices to be closed. The decision to conduct a virtual board meeting will be made by the Superintendent and Business Administrator. All votes taken by Board members participating via electronic devices at such meetings shall be valid and binding, and shall not be considered "proxy voting".

Virtual Board meeting will offer the opportunity to have member of the public address the Board during the public comments section of the meeting.

Virtual participation in Executive Session shall be limited, and only used in emergent situations and upon satisfactory assurances that any discussion shall be and remain confidential.
Unanimously Approved.

Minutes

Motion by Mr. Loyola and seconded by Ms. Maldonado that the Board of Trustees approve the regular minutes of the September 17, 2020.
Unanimously Approved

Open Public
Comment

Motion by Ms. Maldonado and seconded by Ms. Hinson that the Board of Trustees open the meeting to receive comment from the public present at 5:13pm.
Unanimously Approved

Close Public
Comment

Motion by Ms. Hinson and seconded by Ms. Nieves that the Board of Trustees close the meeting for public comment and return to session at 5:15pm.
Unanimously Approved

BOARD SECRETARY/BUSINESS ADMINISTRATOR'S REPORTS:**Warrants**

Warrants

Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees approve the following warrants: (See Pages 12350-12352)

- September Warrant, Food Service and Student Accounts

Unanimously Approved

CHIEF SCHOOL ADMINISTRATOR'S REPORT**Business and Facility**Cohort
Changes

Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees approve the Cohort Change Student Policy. (See Pages 12353)

Unanimously Approved

Personnel

New Hires

Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees accept the following new hires for the 2020-21 school year contingent upon criminal history background checks.

Valerie Brannigan Academy Special Education \$60,000

Ayes – (4)

Noes – (0)

Abstain – (0)

Resignation

Motion by Ms. Hinson and seconded by Ms. Maldonado that the Board of Trustees accept the resignation of the following staff members. (See Page 12354)

Walvis Abreu

Substitutue

Promise

Unanimously Approved

Leave
Request

Motion by Ms. Maldonado and seconded by Ms. Hinson that the Board of Trustees approve the compassionate leave request for Dean Johnson for 10/6/2020 to 10/9/2020 as presented.

Unanimously Approved

Student ProgramsRed Cross
First Aid

Motion by Mr. Loyola and seconded by Ms. Hinson that the Board of Trustees accept the red cross first aid programs proposal. (See Pages 12355-12356)

Unanimously Approved

Settlement Agreement (First Read) Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees approve the First Read for the Special Education Settlement agreement proposal for I.B. (See Pages 12357-12364)
Unanimously Approved

Enter Executive Session Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees enter into Executive Session at 5:40pm.
Unanimously Approved

Exit Executive Session Motion by Ms. Hinson and seconded by Mr. Loyola that the Board of Trustees exit Executive Session at 5:48pm.
Unanimously Approved

Adjournment Motion by Ms. Figueroa and seconded by Mr. Loyola that the Board of Trustees adjourn at 5:48pm.
Unanimously Approved

Starting date 9/1/2020 Ending date 9/30/2020

| Cknum | Date | Rec date | Vcode | Vendor name | Check amount |
|----------|----------|----------|-------|-------------------------------------|--------------|
| 001640 | 09/10/20 | | 1230 | SODEXO, INC & ASSOCIATES | \$31,074.69 |
| 002929 | 09/04/20 | | B733 | Arlene Santos | \$250.00 |
| 019217 V | 08/26/20 | 09/23/20 | 9028 | Parker McCay P.A. | (\$5,243.60) |
| 019233 | 09/11/20 | | 2162 | Amazon Capital Services | \$4,136.41 |
| 019234 | 09/11/20 | | 2069 | APPLE COMPUTERS | \$5,895.00 |
| 019235 | 09/11/20 | | P205 | Book Widgets | \$1,400.00 |
| 019236 | 09/11/20 | | 1218 | CASA PAYROLL SERVICE | \$1,164.20 |
| 019237 | 09/11/20 | | 0377 | CDI Technologies | \$8,900.00 |
| 019238 | 09/11/20 | | 1594 | CLASSIC SPORT FLOORS | \$1,600.00 |
| 019239 | 09/11/20 | | 1296 | CURRICULUM ASSOCIATES, INC. | \$17,256.00 |
| 019240 | 09/11/20 | | 8117 | Dell Financial Services | \$5,495.00 |
| 019241 | 09/11/20 | | 1564 | FOLLETT SCHOOL SOLUTIONS | \$1,038.62 |
| 019242 | 09/11/20 | | 1404 | IRON MOUNTAIN INFORMATION | \$1,159.47 |
| 019243 | 09/11/20 | | W133 | Moby Max | \$3,459.00 |
| 019244 | 09/11/20 | | T101 | MYCO industries | \$3,499.00 |
| 019245 | 09/11/20 | | 1160 | NATIONAL TIME SYSTEM | \$2,173.00 |
| 019246 | 09/11/20 | | S079 | Packlane | \$11,160.00 |
| 019247 | 09/11/20 | | 1717 | PEARSON CLINICAL ASSESSMENT | \$1,821.60 |
| 019248 | 09/11/20 | | Q759 | Pearson Education | \$12,243.60 |
| 019249 | 09/11/20 | | N077 | Polymer Shapes | \$13,416.00 |
| 019250 | 09/11/20 | | 1192 | PROQUEST | \$1,006.93 |
| 019251 | 09/11/20 | | 1836 | REALTIME | \$30,292.50 |
| 019252 | 09/11/20 | | 1485 | RENAISSANCE LEARNING, INC | \$20,000.00 |
| 019253 | 09/11/20 | | 1554 | SCHOOL DATEBOOKS | \$2,722.07 |
| 019254 | 09/11/20 | | 2415 | STAPLES ADVANTAGE | \$14,869.47 |
| 019255 | 09/11/20 | | 1068 | AT & T | \$537.55 |
| 019256 | 09/11/20 | | 1846 | BARNES AND NOBLE | \$3,823.41 |
| 019257 | 09/11/20 | | 1328 | CIGNA HEALTHCARE | \$389,681.91 |
| 019258 | 09/11/20 | | 9379 | Learning Ally | \$1,599.00 |
| 019259 | 09/11/20 | | 1674 | MASTERY EDUCATION | \$3,699.00 |
| 019260 | 09/11/20 | | 1135 | NASCO ARTS & CRAFTS | \$129.20 |
| 019261 | 09/11/20 | | 1677 | PRUDENTIAL Insurance Co. of America | \$3,432.37 |
| 019262 | 09/11/20 | | 1914 | PURCHASE POWER | \$520.99 |
| 019263 | 09/11/20 | | P445 | SAVVAS Learning | \$14,796.74 |
| 019264 | 09/11/20 | | R972 | Seton | \$212.94 |
| 019265 | 09/14/20 | | 2301 | CAMDEN CITY BOE | \$326,057.00 |
| 019266 | 09/16/20 | | 2046 | CAMDEN CHARTER SCHOOL NETWORK | \$250,000.00 |
| 019267 | 09/16/20 | | 0919 | Cigna Health & Life Insurance Co. | \$17,304.93 |
| 019268 | 09/16/20 | | I782 | Ferguson | \$3,196.00 |

Starting date 9/1/2020 Ending date 9/30/2020

| Cknum | Date | Rec date | Vcode | Vendor name | Check amount |
|----------|----------|----------|-------|-------------------------------|--------------|
| 019269 | 09/16/20 | | 1194 | MARKET STREET PRINTING | \$1,419.50 |
| 019270 | 09/16/20 | | 9028 | Parker McCay P.A. | \$2,415.00 |
| 019271 | 09/16/20 | | 2415 | STAPLES ADVANTAGE | \$390.04 |
| 019272 | 09/16/20 | | J363 | Theatrefolk | \$444.00 |
| 019273 | 09/16/20 | | 0990 | Allison Thompson | \$4,110.00 |
| 019274 | 09/21/20 | | 2162 | Amazon Capital Services | \$1,267.69 |
| 019275 | 09/21/20 | | 1425 | BLICK ART MATERIALS | \$7.07 |
| 019276 | 09/21/20 | | 1244 | FABRIZIO PIZZA | \$188.35 |
| 019277 | 09/21/20 | | 1819 | FLEXFACTS | \$460.00 |
| 019278 | 09/21/20 | | 2335 | KSSTATEBANK | \$44,759.73 |
| 019279 | 09/21/20 | | 2156 | NJASBO | \$990.00 |
| 019280 | 09/21/20 | | B998 | Office Max | \$28,199.25 |
| 019281 V | 09/21/20 | 09/21/20 | 1099 | TREASURER STATE OF NEW JERSEY | |
| 019282 | 09/21/20 | | 1539 | WILLIAM H. SADLIER, INC | \$305.15 |
| 019283 | 09/22/20 | | 1532 | CASA REPORTING SERVICE | \$409.05 |
| 019284 | 09/22/20 | | 1236 | PROFORMA DYNAMIC RESOURCES | \$15,107.32 |
| 019285 | 09/22/20 | | 1099 | TREASURER STATE OF NEW JERSEY | \$252,649.80 |
| 019286 | 09/22/20 | | 1539 | WILLIAM H. SADLIER, INC | \$2,517.90 |
| 019287 | 09/24/20 | | 2162 | Amazon Capital Services | \$4,117.76 |
| 019288 | 09/24/20 | | 1036 | BECKERS SCHOOL SUPPLIES | \$1,712.25 |
| 019289 | 09/24/20 | | 2046 | CAMDEN CHARTER SCHOOL NETWORK | \$250,000.00 |
| 019290 | 09/24/20 | | 1218 | CASA PAYROLL SERVICE | \$535.82 |
| 019291 | 09/24/20 | | 1328 | CIGNA HEALTHCARE | \$383,663.27 |
| 019292 | 09/24/20 | | 1737 | COLES MUSIC SERVICES | \$790.00 |
| 019293 | 09/24/20 | | 1719 | CONSTELLATION NEW ENERGY | \$21,093.69 |
| 019294 | 09/24/20 | | N787 | Educure | \$2,145.00 |
| 019295 | 09/24/20 | | 1461 | HOLCOMB COMMERCIAL | \$424.48 |
| 019296 | 09/24/20 | | 1811 | NAASP | \$1,166.25 |
| 019297 | 09/24/20 | | 1678 | NJSIG | \$15,628.27 |
| 019298 | 09/24/20 | | 1626 | OLYMPIC CONFERENCE | \$700.00 |
| 019299 | 09/24/20 | | 2415 | STAPLES ADVANTAGE | \$838.33 |
| 019300 | 09/24/20 | | 1418 | ZANER-BLOSER | \$2,757.72 |
| 019301 H | 09/29/20 | | 1057 | SAM'S CLUB | \$289.74 |
| F33548 | 09/15/20 | | 9999 | PAYROLL VENDOR | \$881,619.22 |
| F33584 | 09/30/20 | | 9999 | PAYROLL VENDOR | \$889,450.83 |

Starting date 9/1/2020

Ending date 9/30/2020

| Fund Totals | | |
|-------------|--|--|
|-------------|--|--|

| | | |
|-----------------------------|-------------------------|----------------|
| 10 | GENERAL FUND | \$429,850.02 |
| 11 | GENERAL CURRENT EXPENSE | \$3,008,554.99 |
| 20 | SPECIAL REVENUE FUNDS | \$536,231.12 |
| 60 | ENTERPRISE FUNDS | \$43,466.35 |
| 95 | STUDENT ACTIVITY FUNDS | \$250.00 |
| Total for all checks listed | | \$4,018,352.48 |

Prepared and submitted by:


Board Secretary

9/30/20
Date

Conway, Joseph

From: Conway, Joseph
Sent: Thursday, October 1, 2020 8:52 AM
To: Helmbrecht, Bill; Baughn, Richelle; Ash, Dara; Arasim, Jennifer; Hahn, Christa; Conway, Anapaula; Hocko, Melissa; Cruz, Maria
Subject: FW: cohort changes

From: Conway, Joseph
Sent: Tuesday, September 29, 2020 10:36 AM
To: Helmbrecht, Bill <bhelmbrecht@camdencsn.org>; Baughn, Richelle <rbaughn@camdencsn.org>; Davenport, Anthony <adavenport@camdencsn.org>
Subject: cohort changes

A rough of my thoughts.

Cohort Statements

1. Currently cohorts were determined by a summer survey.
 - a. As such seats were reserved in our live hybrid model
 - b. Busing was determined based on that information
 - c. For sake of starting these are hard and fast as to no additional students may come in
 - d. It is possible for a parent to opt their kid out and be Cohort C all virtual.
2. Marking Period Ends November 13.
 - a. Student would begin Live Nov 16
 - b. Notification period from Nov 1-Nov 6 may add a student in with the following caveats
 - c. **As space is available**
 - d. As they do not require transportation
 - e. It is possible for a parent to opt their kid out and be Cohort C all virtual.
3. Marking Period Ends February 2
 - a. Student would begin Live Feb 3
 - b. Notification period as of January 4- Jan 15
 - c. **Any student would be allowed to opt in and has seat.**
 - d. Transportation will be provided.
 - e. It is possible for a parent to opt their kid out and be Cohort C all virtual.
4. Marking Period Ends April 15
 - a. Student would begin Live April 16
 - b. Notification period from March 22-March 31 may add a student in with the following caveats
 - c. **As space is available**
 - d. As they do not require transportation
 - e. It is possible for a parent to opt their kid out and be Cohort C all virtual.

⏮ Reply all ✓ 🗑 Delete 🚫 Junk Block ...

Re: Abreu

To: Baughn, Richelle <rbaughn@camdencsn.org>
Subject: Fwd: Abreu

Hi sweetie see letter attached. You were ccd too. 😊

Get Outlook for iOS

From: Arasim, Jennifer <jarasim@camdencsn.org>
Sent: Friday, August 21, 2020 7:54 AM
To: Conway, Joseph; Rosario, Wanda; Henry, Cherie; Baughn, Richelle
Subject: Fw: Abreu

FYI see attached letter of resignation from Mr. Abreu.

Jennifer Arasim
Vice Principal
Camden's Promise Charter School
(856) 365-1000 ext. 152

From: Walvis Abreu <gabreu129@gmail.com>
Sent: Friday, August 21, 2020 7:51 AM
To: Arasim, Jennifer <jarasim@camdencsn.org>
Subject: Abreu

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Do not provide any username, email address, or password information as the technology department will never ask for this via email.

Good morning,

I regret to inform you that I will not be returning this school year. I need to be with my family and daughter as I work and get through a family emergency. I was out of the country for some time and have just returned. I will be leaving again soon and cannot in good faith perform my duties to the best of my abilities while I navigate through this deeply personal and private family situation. I feel absolutely terrible and mortified over this decision and hope that you can understand it does not come easy for me. Camden's Promise, you, the staff, the students and families have forever changed me into a better educator, man, and father to my daughter, and for that, I will forever be eternally grateful. Thank you for the opportunity, ability and guidance to positively impact some of Camden's families. Thanking you will never be enough for everything you have done for me, but thank you.

Best,
Walvis Abreu



Authorized & Licensed Training Provider Questionnaire

Please provide the information requested below. Once the completed questionnaire has been received, you will be contacted to discuss the best type of account for your organization. Should you have any questions or concerns, please feel free to contact me via email, cait.waxler@redcross.org or by phone, 215-260-7657

| Company Contact Information (Please Print or Type) | | | | | |
|--|-----------|---|---------|-----------|---------------------------------|
| Business/Organization/School Name * | | Camden's Charter School Network | | | |
| Industry | Education | Website*: https://www.promiseacademycharter.org/ | | | |
| <i>(i.e. manufacturing, construction, education)</i> | | | | | |
| Address 1 * | | 879 Beldeman Avenue | | Address 2 | |
| City * | Camden | State | NJ | Zip * | 08105 |
| | | | | County | Camden |
| Primary Contact Name * | | Frank Iannuzzi | | | |
| Primary Contact Title * | | Aquatics Coordinator | | | |
| Primary Phone * | | (856)-365-1000 | Ext. | 514 | Mobile Phone (609) - 440 - 0182 |
| Fax | | (856)-365-1005 | Email * | | fiannuzzi@camdenscn.org |
| Use the same address for billing? * | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | |

| Billing Contact Information | | | |
|-----------------------------|--|------------------|--------------|
| Billing Contact Name * | | | |
| Richelle H. Bayha | | | |
| Billing Contact Title | | | |
| SPR | | | |
| Primary Phone | | 856 365-1000 | Ext. 103 |
| Fax | | 856 365-1005 | Mobile Phone |
| Billing Address 1 | | 879 Beldeman Ave | |
| Billing City | | Camden | |
| Billing State | | NJ | |
| Billing Zip | | 08105 | |

| Authorized Signatory | | | |
|--|--|-------|--------------|
| Authorized Signatory <input type="checkbox"/> Same as Primary Contact <input checked="" type="checkbox"/> Same as Billing Contact <input type="checkbox"/> Neither | | | |
| Authorized Signatory Name (if not above) | | | |
| Authorized Signatory Title | | | |
| Primary Phone | | Ext. | Mobile Phone |
| Fax | | Email | |
| Preferred Payment Method <input type="checkbox"/> Credit Card <input type="checkbox"/> Pre-Payment <input checked="" type="checkbox"/> Standard Purchase Order | | | |

The standard purchase order payment method option requires prior approval and is only available for transactions greater than \$500. Exceptions are made on a case by case basis. For more information, please speak with your representative.

| | |
|---|---|
| Training Information | |
| Who do you plan on training? (select all that apply) <input checked="" type="checkbox"/> Internal Employees <input type="checkbox"/> General Public or Other Businesses | |
| Number of Training Sites 4 | Do any of your training sites have pools? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| How many Red Cross certified instructors do you have? 1 | |
| Are you interested in having the Red Cross come to your organization to offer full service training? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Available for select courses.) | |
| Are you currently using another provider for your First Aid, CPR/AED, or Aquatic Training? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| If yes, please specify: | |
| Do you currently have a formal safety inspection or audit program to ensure your organization, office, or aquatic facility is as safe as it can be? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, is this inspection or audit done by an outside agency? <input checked="" type="checkbox"/> Yes, Please specify: Camden County Department of Health <input type="checkbox"/> No | |
| Do you have an AED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | If yes, Model and Year? |
| Do you Need Training Materials? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| Course Type (Select All That Apply) | Estimated # of participants per year |
|---|---|
| Water Based Training | |
| <input checked="" type="checkbox"/> Lifeguarding | |
| <input checked="" type="checkbox"/> Safety Training for Swim Coaches | |
| <input checked="" type="checkbox"/> Basic Water Rescue | |
| <input type="checkbox"/> Small Craft Safety | |
| <input type="checkbox"/> Basic Water Rescue Instructor | |
| <input type="checkbox"/> Lifeguard Instructor | |
| <input checked="" type="checkbox"/> Water Safety Instructor | |
| <input checked="" type="checkbox"/> Basic Swim Instructor | |
| <input checked="" type="checkbox"/> Learn To Swim | Select Estimated Number of Annual LTS Enrollees |
| Land Based Training | |
| <input checked="" type="checkbox"/> First Aid | |
| <input checked="" type="checkbox"/> Adult CPR/AED | |
| <input checked="" type="checkbox"/> Pediatric CPR/AED | |
| <input type="checkbox"/> Basic Life Support for Healthcare & Public Safety | |
| <input type="checkbox"/> Bloodborne Pathogens Training | |
| <input type="checkbox"/> CPR/AED for Professional Rescuers & Healthcare Providers | |
| <input type="checkbox"/> Wilderness First Aid | |
| <input type="checkbox"/> Babysitters Trainings | |
| <input type="checkbox"/> Other please specify: | |

| | |
|---|------------------------------|
| Red Cross Information | |
| Red Cross Salesforce ID | American Red Cross Unit Code |
| Does the customer have an existing Organization ID in the Learning Center? <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If Yes, enter it here | |

| | |
|---|--|
| M.B. and J.B., o/b/o I.B., <div style="text-align: right;">Petitioners</div> vs. MAGNOLIA BOE, CAMDEN'S PROMISE CHARTER SCHOOL, and Y.A.L.E. WEST, <div style="text-align: right;">Respondents</div> | NEW JERSEY OFFICE OF ADMINISTRATIVE LAW Agency Reference No. 2020-31344 Docket No. EDS 03932-20 SETTLEMENT AGREEMENT AND RELEASE |
|---|--|

WHEREAS, the student, I.B., is of compulsory school age, and has been deemed eligible for Special Education and related services; and

WHEREAS, a dispute arose between the parent of I.B., on behalf of I.B., and the Respondent, Camden's Promise Charter School (hereinafter "District" or "Board" or "Respondent") regarding compensatory education to I.B. for past years; and

WHEREAS, M.B. and J.B., the parents of I.B. (hereinafter "Petitioners") filed a Petition for Due Process dated March 1, 2020 to which the Respondent, filed an answer; and

WHEREAS, the Petitioners and Respondent, have negotiated in good faith and have a desire to settle this matter in an amicable way and acknowledging that all other parties to the litigation have previously settled.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereby agree as follows:

1. Within thirty (30) days of the date of Respondent's Board approval of this Agreement, Respondent, shall pay the Law Firm of Jamie Epstein (hereinafter "Law Firm") the sum of Thirty Three Thousand Seven Hundred Ninety One Dollars (\$33,791.00) of which, per instructions from Petitioners, Twenty Thousand Dollars (\$20,000.00) shall be retained by the Law Firm for legal services rendered to Petitioners' related to their claims against Respondent, and

Thirteen Thousand Seven Hundred Ninety One Dollars (\$13,791.00) shall be distributed by said Law Firm to the Julia & Michael Benjamin in trust for Isiah Benjamin Account (Trust Account). Julia & Michael Benjamin may only use said Trust Account funds to pay educationally related expenses of Isiah Benjamin.

(a) Petitioners shall provide the Respondent with an accounting of funds paid out of the Educational Trust Account on January 1 of each year until no funds remain in the Trust Account. The accounting of funds shall consist of providing Respondent a copy of the past year's bank statements with brief descriptions of the nature of the spending;

(b) The Respondent shall have no liability or responsibility for Petitioners' choices of providers or use of funds as they pertain to monies held in the Trust;

2. This Agreement, upon being approved on the record by Administrative Law Judge Elaine Frick and incorporated into a Final Decision shall close the case of M.B. and J.B., o/b/o I.B., Petitioners, vs. MAGNOLIA BOROUGH BOARD OF EDUCATION, CAMDEN PROMISE CHARTER SCHOOL, and Y.A.L.E. WEST, Respondents, Agency Reference No. 2020-31344, Docket No. EDS 03932-20. Petitioners fully agree to take any additional action that may be necessary to ensure the dismissal/withdrawal with prejudice of the aforementioned litigation and/or Due Process Petition.

3. In consideration of the above, Petitioners, individually and on behalf of I.B., hereby fully and completely release the District, its members, officers, administrators, agents, servants, employees, or assigns from any and all educational claims they have or may have accrued against the District, under any law, regulation, or legal theory, and including, without

limitation, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), § 705(8), the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, *et seq.*, 29 U.S.C. § 794(a), 42 U.S.C. § 1983, 42 U.S.C. § 1988, 29 U.S.C. § 705(20); the Individuals with Disabilities In Education Act ("IDEA"), 20 U.S.C. § 1400, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 7801, Title II of the Americans with Disabilities Act, 42 U.S.C. § 12132, *et seq.*, N.J.A.C. 6A:14-1.1, *et seq.*, N.J.A.C. 6A:14-3.7, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 621, *et seq.*, all as amended, any statutes of New Jersey including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*, or any other claims which have been or could have been asserted by I.B. or Petitioners on behalf of I.B. in any forum arising out of or connected with I.B.'s education by the District to include any time I.B. spent at an out of district placement, including but not limited to, claims for attorney's and other professional fees and costs, reimbursement related to any unilateral and/or out-of-district placement for I.B., whether known or unknown, or to the extent permitted by applicable law through the date of the agreement. The Parties further agree by way of specific example, but without limitation, to waive their right to institute any actions against the District relating to educational claims such as, administrative actions, civil actions, complaint investigations, or OCR investigations. The District hereby waives any all claims it may have had against Petitioners up until the date the The District's Board formally approves this Agreement by Resolution.

4. The Petitioners further agree, jointly and severally, to indemnify and hold forever harmless the District, its members, officers, employees, administrators, agents, servants, and assigns from and against any and all educational claims, complaints, suits, demands, costs, expenses, evaluations, or legal fees other listed than above, penalties, losses, damages,

judgments, challenges, or liabilities of any kind, successful or unsuccessful, brought or made by anyone, including I.B. or anyone acting on behalf of I.B., at any time subsequent to the effective date of this Agreement, and in any judicial or administrative court, tribunal, or other forum, in connection with or in any way related to the duties and responsibilities of the District toward I.B., including but not limited to, claims or actions arising under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1400 et seq., N.J.S.A. 18A:46-1 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 300.1 et seq., N.J.A.C. 6A:14-1 et seq., claims or actions arising under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq., or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. § 104.1 et seq., claims or actions for compensatory education, claims or actions arising under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, or any federal administrative regulations promulgated thereunder, 34 C.F.R. § 99 et seq., claims or actions arising under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., claims or actions arising under the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq., claims or actions arising under the Anti-Bullying Bill of Rights Act ("ABBRA"), N.J.S.A. 18A:37-13 et seq., claims or actions arising under Title IX of the Educational Amendments of 1972, 20 U.S.C. § 1681 et seq., claims or actions arising under 42 U.S.C. § 1983, or any other educational claims or actions whether brought pursuant to statute, common law, or otherwise, through the date of the agreement, as long as the District fulfills its obligation in accordance with the terms of this Agreement. However, Petitioners' right to bring any claims alleging the District violated the terms of this Agreement after Petitioners signed this Agreement are exempt from any waiver or release.

5. The Parties have reached this compromise to avoid the expense, inconvenience, and potential acrimony of a due process hearing under the special education laws. It is understood that the execution of this Agreement does not constitute an admission by the District that it has failed to provide I.B. with a free and appropriate public education for the relevant time period or any other period of time. The District specifically disclaims any liability to I.B. except as set forth in this Agreement.

6. The Petitioners agree that the terms of this Agreement shall remain strictly confidential to the fullest extent permitted by law, and they shall not share or communicate the terms of same with any other individual unless enforcement of same is sought by either party in a court of law. The agreement may be shared with therapists, potential out of district schools, professionals, or state agencies. In the event that this term is violated, all responsibility of the District shall be void.

7. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatever nature that Petitioners knew or should have known that they may have against Respondent, up through and including the date of execution of this Agreement. As a material part of this Agreement, M.B. and I.B., individually and on behalf of I.B., specifically release and waive all rights and claims of whatever nature in relation to I.B.'s education, including, but not limited to, any additional educational services or related services, for the consideration contained herein for any previous school years or individual extended school year and times when I.B. was educated outside of the District. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatever nature that Petitioners and Respondents knew or should have known that they may have had against the other up through and including the date of execution

of this Agreement.

8. The disclosure of this Settlement Agreement and all of its terms are covered by all applicable State and Federal laws.

9. Each party shall be responsible for bearing the costs of their own attorney's fees and costs other than what has been described in the preceding paragraphs of this Agreement. It is further agreed that for the purposes of this Settlement Agreement, neither party is considered the "prevailing party" for any purpose.

10. This Settlement Agreement represents the entire Agreement between the parties, superseding and rescinding all prior or contemporary Agreements or understandings between the parties, and will not be modified in whole or in part except by mutual subsequent written and signed Agreement.

11. This Agreement is dispositive of all that is in dispute between the Parties hereto, and is intended to constitute a final resolution of the dispute between the Parties as of the date the Board approves this Agreement by Resolution and Petitioners sign this Agreement.

12. The District's financial obligation, as set forth herein, shall represent the total and maximum financial responsibility of the Board under LB. from the beginning of time through the date of the Agreement.

13. It is acknowledged that this Settlement Agreement has been entered into freely, willingly and voluntarily without duress or coercion and with the opportunity to consult with counsel of each party's choosing and option.

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement, or caused their representatives to sign this Settlement Agreement, on the date set forth below:

DATED: _____

M.B. o/b/o I.B., Petitioner

DATED: _____

J.B. o/b/o I.B., Petitioner

DATED: _____

ON BEHALF OF:
CAMDEN'S PROMISE CHARTER SCHOOL,
Respondent

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