

CONTRACT OF EMPLOYMENT

this Agreement, made the 27th day of October, 2020, between

WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL
DISTRICT BOARD OF EDUCATION

in Mercer County (hereinafter "the
Board") with offices located at

321 Village Road East, West Windsor, NJ
08550 and

Dr. David Aderhold (hereinafter "the Superintendent")

PREAMBLE

WITNESSETH

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein, as of the effective date of this Contract;

WHEREAS, Dr. Aderhold has served as the Board's Superintendent continuously since July 1, 2013;

WHEREAS, the Board desires to continue to employ Dr. Aderhold as the Board's Superintendent and Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide Dr. Aderhold with another written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational

program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by N.J.S.A. 18A:17-17;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I EMPLOYMENT

The Board hereby agrees to employ Dr. Aderhold as Superintendent of Schools for the period of July 1, 2020 through June 30, 2025. The parties acknowledge that this Contract must be approved by the Interim Executive County Superintendent for Mercer County in accordance with applicable law and regulation.

ARTICLE II CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract and shall be followed by the Superintendent.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract. Notwithstanding this provision, the Board acknowledges and agrees that the Superintendent may engage in consultative work, speaking engagements, serving on an advisory board(s), writing, lecturing, teaching, or other professional duties for compensation. Such outside activities for compensation, however, shall not interfere with his duties as Superintendent. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the District, he shall retain any honoraria paid. Any time away from the District that is not for District business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and occasionally may

require that he attend to district business outside of the District.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with N.J.S.A. 18A:27-4.1.

D. To non-renew personnel pursuant to N.J.S.A. 18A:27-4.1, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his official duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent is generally expected to attend all regular and special Board and committee meetings. It is understood, however, that this may not always be possible, and in such instances he shall delegate this

duty to a qualified administrator. The Superintendent, directly or through his delegate, shall provide advice and recommendations to the Board on all matters before it. Except for emergencies, the parties also agree that the Board shall not hold any discussions regarding Dr. Aderhold's employment, unless he is given written notice at least 48 hours in advance and an opportunity to address the Board. In addition, the Board shall not hold any discussions with regard to Dr. Aderhold's performance, or that may adversely affect his employment, in public session, unless he requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations, and where he is uncertain as to the interpretation of same, he shall be permitted to seek and rely upon the advice of the board attorney.

ARTICLE IV SALARY AND BENEFITS

A. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

I. Annual Salary. The Board shall provide the following annual salary as part of the Superintendent's compensation:

a. TWO HUNDRED FORTY-NINE THOUSAND, NINE HUNDRED dollars (\$249,900) for the 2020-2021 school year;

b. TWO HUNDRED FIFTY-SIX THOUSAND, ONE HUNDRED AND FORTY -EIGHT dollars (\$256,148) for the 2021-2022 school year;

c. TWO HUNDRED SIXTY-TWO THOUSAND, FIVE HUNDRED AND FIFTY-ONE dollars (\$262,551) for the 2022-2023 school year;

d. TWO HUNDRED SIXTY-NINE THOUSAND, ONE HUNDRED AND FIFTEEN dollars (\$269,115) for the 2023-2024 school year;

e. TWO HUNDRED SEVENTY-FIVE THOUSAND, EIGHT HUNDRED AND FORTY-THREE dollars (\$275,843) for the 2024-2025 school year.

2. Salary Payment. The Superintendent shall receive his salary in accordance with the schedule of salary payments in effect for other certified employees and that the Board will make all necessary payroll withholdings, including making pension contributions and taking benefit contributions as per current state regulations towards the Superintendent's health insurance provided by the Board. The Parties agree and acknowledge that any quantitative merit criteria and/or qualitative merit criteria previously selected by the Parties and submitted for the 2020-2021 is mutually withdrawn as of the formal adoption of this Contract.

3. Salary Reductions. The Superintendent's salary shall not be reduced during the term of this Contract, except in accordance with N.J.S.A. 18A:17-20.2.

4. Salary During Extension. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2025 unless the parties have agreed to a

contract extension and that extension has been approved by the Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2025. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of N.J.S.A. 18A:1-11 and N.J.A.C. 6A:23A-3.1, *et seq*, as they exist as of the effective date of this Contract.

B. **Sick Leave, Vacation, Holidays and Personal Days**

1. **Sick Leave.** The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement from the District under a State administered retirement system, the Board shall pay Dr. Aderhold for his accumulated sick days at the rate of 1.5 times the then highest current per diem substitute teacher's pay for each sick day, subject to a maximum payment of \$15,000. Payment for Dr. Aderhold's unused, accumulated sick leave shall be made by the Board within sixty (60) days of his last day of employment and shall be consistent with the law in effect at the time this Contract is signed.

2. **Vacation.**

(a) Dr. Aderhold shall be entitled to twenty-five (25) paid vacation days for each full fiscal year of employment, and pro-rata for less than a year. For bookkeeping purposes, vacation days for the entire year are credited as of July 1, the start of the fiscal year, but are only earned on a pro-rata basis. In the event the Superintendent resigns or retires prior to the completion of the fiscal year, the number of vacation days shall be adjusted downward to reflect the partial year's service. The Board encourages the Superintendent to take his full vacation allotment each year;

however, not more than twenty-five (25) vacation days may be carried over by the Superintendent from one year to the next (for a total not to exceed fifty (50) in any one given year pursuant to N.J.S.A. 18A:30-9.1). However, in light of the Public Health Emergency and a State of Emergency throughout the State due to the public health hazard created by Coronavirus Disease 2019 and pursuant to the authority in N.J.S.A. 18A:30-9.1, the Board authorizes the Superintendent to roll over all of his unused vacation leave from the 2019-2020, the 2020-2021, and any other future school year in which there is a Public Health Emergency and a State of Emergency throughout the State lasting more than ninety (90) days in duration. Such days shall not expire during the term of this Contract and if not used by the time of the Superintendent's separation from employment and/or retirement from the District, these unused vacation days will be compensated pursuant to and in accordance with subparagraph (d) of this section.

(b) Dr. Aderhold agrees to schedule his vacation days so as to minimize interference with his primary responsibilities to directly administer the school district.

(c) Vacation days must generally be taken during the year earned; provided, however, that earned days that were not taken due to business demands during that year may be carried over for the next succeeding year only. Any vacation days not used within the time frames set forth in this subparagraph shall be forfeited in accordance with N.J.S.A. 18A:30-9.1. The sole exception to this being the days identified in subparagraph (a) of this section.

(d) In accordance with N.J.A.C. 6A:23A-3.1, annual payment of unused vacation days is prohibited. Therefore, upon separation from employment, Dr. Aderhold will be compensated for his unused accumulated vacation days. Payment for

unused accumulated vacation days shall be at his then current per diem rate of pay (defined as 1/260th of then annual base salary) times the number of unused days. In the event of Dr. Aderhold's death during the term of this contract, compensation for unused vacation days under this paragraph shall be payable to his estate.

3. Holidays. Dr. Aderhold shall receive sixteen (16) holidays as listed in the District's annual holiday schedule for twelve (12) month employees.

4. Personal Leave. Dr. Aderhold shall be entitled to take up to five (5) personal days per year with pay for personal business which cannot be taken care of outside of normal business hours. Annual payment of unused personal days is not permitted.

5. Family Illness. Dr. Aderhold shall be entitled to up to three (3) days per year with pay for the illness of an immediate family member. Immediate family shall include spouse, children, mother, father, brother, sister, mother-in-law, father-in-law or any member of the Superintendent's immediate household.

6. Bereavement Leave. Dr. Aderhold shall be entitled to up to five (5) days leave with pay per occurrence for a death in the immediate family and up to three (3) days for other close relatives. "Immediate family" shall be defined the same as in subparagraph 5 above. "Other relative" shall include aunt, uncle, sister-in-law, brother-in-law, grandmother, grandfather, grandmother-in-law, grandfather-in-law, son-in-law, daughter-in-law.

7. Records of Leave Days. Dr. Aderhold shall utilize the electronic system for recording attendance that is used for all other District employees promptly for all sick leave, vacation, personal leave, family illness and bereavement leave days.

Such records shall remain in the custody of the Board Secretary.

C. Health Benefits Insurance.

1. The Superintendent shall contribute towards the cost of his health insurance premiums in accordance with N.J.A.C. 6A:23A-3.1(e)(4). In no case shall the Superintendent pay less than the 1.5% of base salary in accordance with N.J.S.A. ISA:16-17 (P.L. 1979, c. 391). Such limitation shall in no way link this Contract with any agreement collectively negotiated with other District employees. The premium shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of (twenty-five percent) 25% or (Five Thousand Dollars) \$5,000 of the cost of said coverage for waiving such coverage.

3. Medical Insurance Coverage. Subject to required employee contributions and the terms and conditions of the plan, the Board shall provide the Superintendent and his eligible dependents with coverage at Board expense in the District's group medical insurance plan, which may be amended at the Board's discretion.

4. Prescription Plan. Subject to required employee contributions for dependent coverage and the terms and conditions of the plan, the Board shall provide the Superintendent and his eligible dependents with coverage in the District's group prescription plan, which may be amended at the Board's discretion.

5. Dental Insurance. Subject to required employee contributions and the

terms and conditions of the plan, the Board shall provide the Superintendent and his eligible dependents with coverage in the District's group dental insurance plan, which may be amended at the Board's discretion. The plan shall have a calendar year annual deductible of \$50 (individual)/\$ 100 (maximum per family), which shall be waived for preventive services.

6. Definition of "eligible dependents," For purpose of Subparagraphs 3, 4 and 5 above, the term "eligible dependents" shall be defined in accordance with applicable laws and/or regulations and in accordance with the plan documents for the District's group medical, prescription and dental plans, which may be amended at the Board's discretion.

D. Professional Growth; Employee Expense Professional Memberships and Associations; Laptop and Mobile Device

1. Professional Time and Development, The parties recognize that the opportunity for professional growth is mutually beneficial to the school district and the Superintendent. In recognition thereof, the parties agree that Dr. Aderhold may spend certain working days per years as an attendee or participant at professional meetings, institutes, conventions or courses. Such working days shall be deemed "professional time" and shall be subject to the following:

(a) Professional time shall not be taken to the extent it interferes with Dr. Aderhold's primary responsibility to directly administer the school district. Dr. Aderhold shall use his discretion in this regard. The Board reserves the right to review the exercise of such discretion in the context of its periodic evaluations of Dr. Aderhold.

(b) Dr. Aderhold shall give prior notice to the Board President of any overnight trips for such purposes, and shall periodically report to the Board regarding all meetings, institutes, conventions or courses attended or conducted, whether involving an overnight trip or not.

(c) The Board agrees to pay the cost of such professional development meetings, institutes, conventions or courses; provided, however that (1) the maximum budget for professional development for any school year for Dr. Aderhold shall not exceed \$5,000; and (2) all payments are in accordance with procedures and limitations required by any applicable state regulations or statutes, Board policy, and as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget

2. Expense Reimbursement. The Board agrees to reimburse Dr. Aderhold for reasonable expenses incurred in connection with all Board business, including professional development conferences as provided in subparagraph D.1.(c) above, but only to the extent permitted and in accordance with procedures required by any applicable state regulations or statutes, Board policy, and OMB Circulars. As a condition of entitlement to reimbursement, it shall be Dr. Aderhold's responsibility to insure that he and the Board comply fully with all such statutes, regulations and circulars. Mileage reimbursement for official Board business shall be at the prevailing state rate.

3. Professional Memberships. Dr. Aderhold may maintain memberships in such professional associations which in his judgment will aid his own professional

development as Superintendent. The Board agrees to pay the membership fees therefor, subject to the maximum set forth in the budget, to the following organizations: New Jersey Association of School Administrators ("NJASA"), American Association of School Administrators, the New Jersey Network of Superintendents, the Garden State Coalition of Schools, the Mercer County Administrative Association, and the Association of Supervision Curriculum and Design. The budget amount for any year shall not be less than the actual dues for such organizations during the 2020-2021 school year.

4. Laptop and Mobile Device. The Board shall provide Dr. Aderhold with a laptop computer and mobile device for his use while working at home or at the office. The Board shall be responsible for maintaining and servicing said computer and mobile device. Dr. Aderhold shall be permitted to utilize these devices for reasonable personal use.

ARTICLE V **ANNUAL EVALUATION**

A. Within ninety (90) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year, along with performance objectives for the Superintendent. All such goals, objectives and criteria shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. Prior to August 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives, along with performance objectives and for the next succeeding school year, in the same manner and with

the same effect as heretofore described.

B. The Board shall evaluate the performance of the Superintendent at least once a year in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

A. This Contract shall terminate, the Superintendent's employment will cease, and no compensation shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by N.J.S.A. 18A:17-15.1;
- (3) forfeiture under N.J.S.A. 2C: 51-2;
- (4) mutual agreement of the parties;
- (5) Notification in writing by the Board to the Superintendent at least one year prior to the expiration of this contract (specifically by June 30, 2024) of the Board's

intent not to renew this Contract; or

(6) Material misrepresentation of employment history, educational and/or professional credentials relating to his position as a certificated educator, or of his criminal background, subject to N.J.S.A. 18A:6-10.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under N.J.S.A. 2C: 51-2, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under N.J.S.A. 18A:6-8.3 and applicable case law as they exist as of the effective date of this Contract.

D. The Superintendent may terminate this Employment Contract upon at least one hundred twenty (120) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign. The Board, in its sole discretion, may approve a resignation on shorter notice.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and N.J.S.A. 18A:17- 20.2, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with N.J.S.A. 18A:27-9, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of P.L. 2007, c. 53,

The School District Accountability Act.

F. In the event the parties agree to terminate this Contract prior to its expiration date, and to relieve the Superintendent from the actual performance of his duties, upon the approval of the Commissioner of Education, the Board shall compensate the Superintendent for either three months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, whichever is less, minus compensation from any and all other employment. It is understood that the Superintendent must make a good faith effort to find employment elsewhere as soon as possible and prior to the expiration date of the within Contract. The salary received by the Superintendent in such employment shall be deducted from the payments made to the Superintendent by the Board. Insurance benefits will be adjusted to reflect coverage, if any, in the new position.

ARTICLE VII
RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five calendar years, expiring June 30, 2030, unless either of the following occurs:

- A. The Board by contract reappoints the Superintendent for a different term allowable bylaw;
- B. The Board notifies the Superintendent in writing, prior to June 30, 2024 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract; or
- C. In accordance with such laws and regulation that would require nullification of this Contract.

ARTICLE VIII
COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX
SAVINGS CLAUSE

If, during the term of this Employment Agreement, it is found that a specific clause of this Employment Agreement is contrary to Federal or State law, the remainder of the Employment Agreement not affected by such ruling and shall remain in full force and effect. The Parties hereto represent to each other that they fully understand the terms and conditions of this Employment Agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

ARTICLE X
MODIFICATION CLAUSE

The terms and conditions of this Employment Agreement shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Agreement.

ARTICLE XI
REVOCATION CLAUSE

The Parties hereto agree that in the event the Superintendent's certification is

permanently revoked, all provisions of this Employment Agreement shall be null and void as of the date of the revocation , and if the Superintendent is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Superintendent's employment shall cease.

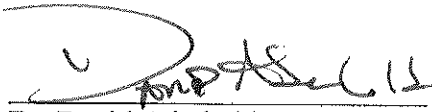
ARTICLE XII
RELEASE OF PERSONNEL INFORMATION
PERSONNEL RECORDS

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

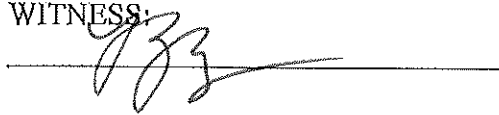
IN WITNESS WHEREOF, the parties have set their hands and seals to this
Employment Contract effective on the day and year first above written.

SUPERINTENDENT

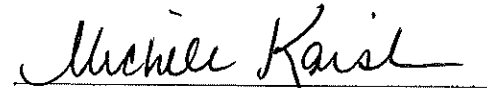

Dr. David Aderhold

Date: 10/22/20

WITNESS:

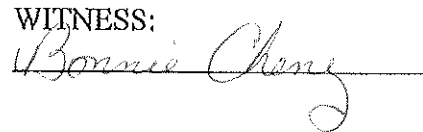


BOARD OF EDUCATION OF THE
WEST WINDSOR-PLAINSBORO
REGIONAL SCHOOL DISTRICT


Michele Kaish President

Date: 10/28/20

WITNESS:





WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT

321 Village Road East, West Windsor, New Jersey 08550-0505

**SUPERINTENDENT OF SCHOOLS CONTRACT
RESOLUTION**

On 10/27/2020, the West Windsor-Plainsboro Regional Board of Education, Mercer County, New Jersey, approved the following resolution:

Superintendent of Schools Contract

Whereas, the West Windsor-Plainsboro Regional School District Board of Education ("Board") desires to maintain Dr. David Aderhold in the position of Superintendent;

Whereas, the Board and Dr. Aderhold engaged in good faith negotiations for a new employment contract for Dr. Aderhold to remain in the position of Superintendent, and that would be effective July 1, 2020 through June 30, 2025;

Whereas, pursuant to *N.J.S.A. 18A:7-8(j)* and *N.J.A.C. 6A:23A-3.1(a)*, the Board also forwarded the proposed Employment Contract for Dr. Aderhold to continue to serve as the Superintendent to the Interim Executive County Superintendent for Mercer County for approval, and has received written approval and notice from the Interim Executive County Superintendent for Mercer County that it has been determined that the proposed Employment Contract for Dr. Aderhold is in compliance with the Fiscal Accountability, Efficiency, and Budgeting Regulations;

Whereas, the approved new Employment Contract for Dr. Aderhold replaces and supersedes all prior Employment Contracts, both expressed and implied, between the parties hereto for the time period of the new Employment Contract, and by approving and signing the approved new Employment Contract both the Board and Dr. Aderhold assent to a rescission of any and all prior contracts for the time period of the new Employment Contract, as well as agreement to the terms herein, except as noted and provided for in the approved new Employment Contract for Dr. Aderhold; now, therefore be it

Resolved that the Board approves and adopts the Employment Contract for Dr. David Aderhold to continue to serve as Superintendent, consistent with the terms and conditions set forth therein, and as approved by the Interim Executive County Superintendent for Mercer County, per *N.J.S.A. 18A:7-8(j)* and *N.J.A.C. 6A:23A-3.1(a)*.

Motion: Ms. Juliana Second: Mr. Fleres

Total Board Members: 9 Present: 9 Absent: 0 Roll Call Vote: Yes: 9 No: 0 Abstain: 0

CERTIFICATION

I, Christopher J. Russo, Ed.D, Assistant Superintendent of Finance/Board Secretary, of the Board of Education of the West Windsor-Plainsboro Regional School District in the County of Mercer in the State of New Jersey, do hereby certify that this resolution is a copy of the resolution which was duly adopted by the Board at a meeting duly called and held on October 27, 2020, in full compliance with the Open Public Meetings Act, *N.J.S.A. 10:4-6, et. seq.*, at which meeting a quorum was present and acting throughout and which resolution has been compared by me with the original thereof as contained in the minutes as officially recorded in my office in the Minute Book of the Board and is a true, complete and correct copy thereof and the aforesaid resolution has not been repealed, amended or rescinded but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Board this 28th day of October, 2020.



Christopher J. Russo, Ed.D, Board Secretary

(seal)