



WHEREAS, the matter has been the subject of an investigation and the Director of the Division on Civil Rights (the "Director") has found probable cause to credit the allegations of unlawful discrimination;

WHEREAS, in the public interest the Director was added as a Complainant in the matter;

WHEREAS, Respondent continues to deny the allegations of the complaint but nonetheless desires to conciliate and settle the matter without the necessity of a public hearing; and

WHEREAS, the parties commenced and settlement discussions and desire to amicably settle the matter without the necessity and expense of further litigation;

**NOW THEREFORE**, it is on this                    day of                    , 2012

**ORDERED and AGREED** as follows:

**MONETARY RELIEF**

1. Without admitting the allegations set forth in the Finding of Probable Cause, the Respondent shall pay Mrs. Osnowitz the sum of seventy six thousand Dollars (\$76,000) in resolution of this matter<sup>1</sup>. The seventy six thousand Dollars (\$76,000) shall be paid in two payments of thirty-eight thousand dollars (\$38,000) each as follows:

- a. The first payment in the amount of thirty-eight thousand dollars, (\$38,000) shall be made on or before July 1, 2012;

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<sup>1</sup> Mrs. Osnowitz will be responsible for the tax consequences, if any for said award.

- b. The second payment in the amount of thirty-eight thousand dollars (\$38,000) shall be made on or before August 1, 2012; and
- c. The checks shall be delivered to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07102 for delivery to Mrs. Osnowitz.

2. Respondent shall pay the amount of Seven Thousand Dollars (\$7,000.00) to the trust account of Ms. Osnowitz' attorney, Gregory T. Syrek, Esq. of the firm of Bucceri and Pincus. The check for Seven Thousand Dollars (\$7,000.00) shall be made payable to the Trust Account of Bucceri and Pincus and shall be paid on or before July 1, 2012. The check shall be delivered to Carlos Bellido, Chief of Staff, New Jersey Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3<sup>rd</sup> floor Newark, New Jersey 07102 for delivery to Gregory T. Syrek, Esq., Bucceri and Pincus, 300 Broadacres Drive, Suite 210, Bloomfield, New Jersey 07003-3153.

3. Respondent shall pay Seven Thousand Dollars (\$7,000.00) in lieu of penalty, costs, and fees to the New Jersey Division on Civil Rights on or before August 1, 2012. This amount shall be paid by check payable to the "Treasurer of the State of New Jersey" and shall be delivered to Carlos Bellido, Chief of Staff, at the Division on Civil Rights, P.O. Box 46001, 31 Clinton Street, 3<sup>rd</sup> Floor, Newark, New Jersey 07102 within thirty (30) days of receipt of the executed agreement.

#### TRAINING

4. Respondent agrees to arrange for training of all members of Respondent's management staff. Such training shall address anti-discrimination laws and anti-discrimination policies in the workplace. Said training shall include but not be limited to addressing reasonable

accommodations for persons with disabilities. All such training shall be completed within six months of the effective date of this Agreement. Each individual who participates in training and receives instruction will sign a statement acknowledging that he or she has participated in, understands, and has completed the non-discrimination training course.

5. Training may be scheduled with the Division on Civil Rights by sending a written request to Shalana McNeil at the Division on Civil Rights, Bureau of Prevention, Outreach, and Public Education, P.O. Box 089, Trenton, New Jersey 08625. If training is conducted by a private firm, Respondent shall submit a copy of any training materials to Ana Limo-Magras, Division Conciliator, Division on Civil Rights, 31 Clinton Street, 3<sup>rd</sup> Floor, P.O. Box 46001, Newark, New Jersey 07102 for review prior to training.

#### **ENFORCEMENT AND RELEASES**

6. This Consent Order and Decree shall have the same force and effect as a cease and desist order issued by the Director pursuant to N.J.S.A. 10:5-19. Respondent shall not engage in any act prohibited by the New Jersey Law Against Discrimination (LAD) N.J.S.A. 10:5-1 to 42, including any retaliatory conduct against Complainant Osnowitz, against members of Osnowitz' immediate family, or against any participant in these proceedings, or allow any of its employees to engage in any such conduct.

7. If Respondent fails to make payment as set forth in paragraphs 1, 2, and 3, a penalty of \$5,000 will be imposed payable to the Division for every thirty days that the original payment is late. Additionally, should Respondent fail to timely pay the sums agreed upon, in addition to the penalty noted, Respondent shall pay interest on the awards set forth in paragraphs 1, 2, and 3, and it shall pay all reasonable costs and expenses incurred in any further proceedings or steps necessary to collect or enforce the respective agreements herein and awarded by a court of

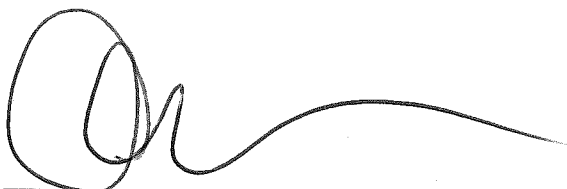
competent jurisdiction.

8. In the event that Respondent defaults with respect to any provision herein, which would include failing to timely comply with the payment provisions set-forth in paragraph 1, 2 and 3, Respondent hereby consents to the entry of this Consent Order and Decree in the Chancery Division of the Superior Court of New Jersey, thereby making this Consent Order and Decree an order of the court for purposes of enforcement therein.

9. Respondent agrees to comply with all posting and notice requirements set-forth in the LAD and will ensure that it displays the New Jersey anti-discrimination posters in locations easily visible to all employees, and must use other appropriate means to keep employees informed of those rights and obligations. The notices to be displayed pursuant to this paragraph may be obtained from the Division's Web site, [www.NJCivil Rights](http://www.NJCivilRights).

10. Respondent agrees that all future employment decisions, including but not limited to the policies and practices adopted, shall comply with N.J.S.A. 10:5-1 et seq. and shall be conducted in a nondiscriminatory manner and shall not have the effect of discriminating against any individual because of that person's status in a protected category, including but not limited to race, creed, color, sex, age, national origin, ancestry, marital status, familial status, affectional or sexual orientation, genetic information, liability for service in the Armed Forces of the United States, nationality or disability.

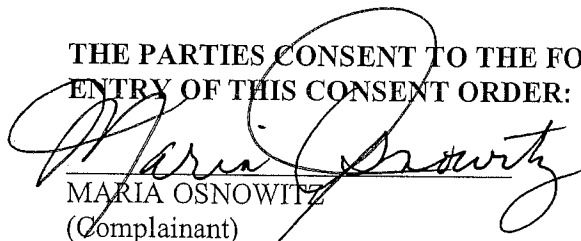
11. Upon execution by all the parties, which includes the Director of the Division on Civil Rights, this Agreement shall operate as a complete and final disposition with prejudice of the charges contained in the above-noted Verified Complaints filed against the Respondents with the Division on Civil Rights, subject only to the fulfillment of all of the provisions of this Agreement. Upon the fulfillment of these conditions, the complaint shall be dismissed with prejudice.



CRAIG SASHIHARA, DIRECTOR  
OF THE NEW JERSEY DIVISION  
ON CIVIL RIGHTS


6-27-12  
DATE

**THE PARTIES CONSENT TO THE FORM, CONTENT AND  
ENTRY OF THIS CONSENT ORDER:**



MARIA OSNOWITZ  
(Complainant)

6/26/12  
DATE

  
WEST NEW YORK BOARD OF  
EDUCATION  
(Respondent)

6/21/12  
DATE

*Allen C. Roth, Esq.*  
*Administrative Assistant*  
*Acting Board Attorney*