

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting February 7, 2022
6:30 P.M. Executive Session
7:30 P.M. Public Session
West Orange High School
51 Conforti Avenue

Agenda

I. ROLL CALL OF THE MEMBERS

II. NOTICE OF MEETING: Please take notice that adequate notice of this meeting has been provided in the following manner:

- A. That a written notice was sent from the Office of the Secretary of the Board at 4:00 p.m. on January 7, 2022.
- B. That said notice was sent by regular mail to the West Orange Township Clerk and the Editors of the West Orange Chronicle and the Star-Ledger.
- C. That said notice was posted in the lobby of the Administration Building of the Board of Education.

Board Goals
<ul style="list-style-type: none">→ The West Orange Board of Education will support the work of the administration to define multiple measures to assess and evaluate student achievement. Such measures will evaluate effectiveness of programs, equity and access for all students, identify achievement gaps, and be used to improve instructional delivery with student achievement presentations to the Board and community mid-year and at the end of the year.→ The West Orange Board of Education will be an active participant in monitoring and providing input into the strategic planning process which will include community input and participation. The Board will allocate the necessary and appropriate resources for the completion of the Five Year Strategic Plan by June, 2023.→ The West Orange Board of Education will provide support to the administration in its development of district resources to support students and staff with social - emotional and mental health needs throughout the school year with mid-year and end-of-year presentations to the Board and community.→ The West Orange Board of Education will direct the administration to issue Requests for Proposals (RFPs) for all of the district's major vendors, including: insurance, legal, financial, architects, transportation, etc.→ The West Orange Board of Education will seek ways to continue to improve communication between the Board and the community by relying on the work and recommendations of the Board's Public Relations Committee and consensus of the Board in developing an action plan.→ The West Orange Board of Education will strive to have effective, open, respectful, and professional communication among board members, between board members and the administration and exhibiting the highest level of boardsmanship at Board meetings by regularly participating in NJSBA trainings, meetings and workshops.→ The West Orange Board of Education supports the administration in the submission of the Preschool Expansion Grant Application to the NJ Department of Education in an effort to provide our community with public preschool opportunities and access.

III. WEST ORANGE BOARD OF EDUCATION RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, while the “Sen. Byron M. Baer Open Public Meetings Act” (N.J.S.A. 10:4-6 et seq.) requires all meetings of the West Orange Board of Education to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," without the public being permitted to attend, and

WHEREAS, the Board has determined that six (6) issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance and shall be discussed during an Executive Session to be held on Monday, February 7, 2022 at 6:30 P.M, and

WHEREAS, the nine (9) exceptions to open public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box which will be marked when the issues to be privately discussed fall within that exception, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written:

☐ “(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

☐ "(2) Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

■ "(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matters, described as specifically as possible without undermining the need for confidentiality are: Student Hearing; Settlement Agreement.

■ "(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between the Board and WOAA; WOEa.

☐ "(5) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

☐ "(6) Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

☐ "(7) Any pending or anticipated litigation or contract negotiation in which the public body is, or may

become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer." The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are and the nature of the discussion, described as specifically as possible without undermining the need for confidentiality are:

■ "(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478 (1991), the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are: Interim Superintendent; Superintendent Search.

□ "(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

WHEREAS, the length of the Executive Session is estimated to be sixty (60) minutes after which the public meeting of the Board shall (select one) □ reconvene and immediately adjourn or ■ reconvene and proceed with business where formal action will be taken.

NOW, THEREFORE, BE IT RESOLVED that the West Orange Board of Education will go into Executive Session for the above stated reasons only; and

BE IT FURTHER RESOLVED that the Board hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure.

IV. PUBLIC SESSION AT 7:30 P.M.

V. PLEDGE OF ALLEGIANCE

VI. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF January 19 and 24, 2022 (Att. #1)

VII. STUDENT LIAISON REPORT

VIII. SUPERINTENDENT/ BOARD REPORTS

IX. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS

X. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations / Retirements

- a. Superintendent recommends approval to the Board of Education for the following certificated staff resignation(s) / retirement(s):

Name	Location	Position	Reason	Effective Date
J. Scott Cascone	Central Office	Superintendent of Schools	Resignation	4/5/22
Jerome Hayes	WOHS	Physical Education	Resignation	4/1/22
Jessica Lodato	Redwood	Kindergarten Special Education	Resignation	3/24/22
Shari Ritter	Mt. Pleasant	Reading Specialist	Retirement 21 years	7/1/22

- b. Superintendent recommends approval to the Board of Education for the following non-certificated staff resignation(s) / retirement(s):

Name	Location	Position	Reason	Effective Date
Lakisha Allen	Roosevelt	Paraprofessional	Resignation	2/23/22
Oswaldo Orcon	Roosevelt	Lunch Aide	Resignation	1/31/22

2. Rescissions

- a. Superintendent recommends approval to the Board of Education for the following rescission(s):

Name	Location	Position	Effective Date
Bridget Haine	Roosevelt	Track	1/28/22
Stacy Marcus	Roosevelt	Track	2/2/22
James Matsakis	WOHS	Lacrosse: Boys' Assistant	1/24/22
Ursula McGee	Hazel	Saturday Academy Program Teacher	2/2/22
Lisette Villalobos	Liberty	Drama: Set Design/Construction	1/28/22
Kevin Yeager OOD	WOHS	Lacrosse: Boys' Head Coach	2/2/22

3. Appointments

- a. Superintendent recommends approval to the Board of Education for the following certificated staff appointment(s):

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Marvin Garcia	WOHS	Special Education Leave Replacement	Cielo	MA	N/A	\$320 per diem	1/25/22 - 3/1/22
Jenna McAteer	Roosevelt	School Counselor Extended Assignment Substitute	Ellingham	N/A	N/A	\$320 per diem	1/31/22 - 3/31/22* amended from 1/3/22 - 1/28/22*
Felicia Mulee	Kelly	Primary Autistic	Salvatoriello	MA+30	17	\$114,304 prorated	4/11/22* - 6/30/22
Alan Reeder	WOHS	Social Studies Leave Replacement	Villavecchia	MA	N/A	\$320 per diem	3/24/22 - 6/22/22
Virginia Tucci	Mt. Pleasant	.5 ESL Extended Assignment Substitute	Asqui	N/A	N/A	\$100 per diem	2/1/22 - 3/1/22

*or until a replacement is approved

♦or upon release from current employer

- b. Superintendent recommends approval to the Board of Education for the following non-certificated staff appointment(s). Step and salary may be adjusted upon ratification of collective bargaining agreement:

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Garry Fleming	Gregory	Custodian Night-shift	Jackson	Custodian	23	\$61,101 prorated includes shift differential of \$580	2/8/22* - 6/30/22

*pending Criminal History Record Check process

♦ or upon release from current employer

- c. Superintendent recommends approval to the Board of Education for the following additional teaching assignment(s):

Name	Location	Position	Guide	Step	Salary / Rate of Pay	Effective Dates
Maheen Ahmad	Edison	ELA Leave Replacement-Wasko	MA	7	\$57.23 per diem	2/10/22 - 2/28/22
Jennifer Blume	Edison	ELA Leave Replacement-Wasko	MA	17	\$194.20 per diem	2/10/22 - 2/28/22
Jessica Corino	Edison	ELA Leave Replacement-Wasko	MA+15	15	\$77.76 per diem	2/10/22 - 2/28/22
Amy McEntee	Edison	ELA Leave Replacement-Wasko	MA+45	17	\$106.20 per diem	2/10/22 - 2/28/22
Arturo Rodriguez	Edison	ELA Leave Replacement-Wasko	MA+30	7	\$67.74 per diem	2/10/22 - 2/28/22
Demond Cowins	WOHS	Business Education Leave Replacement-Dunlap	BA	10	\$109.42 per diem	2/1/22 - 2/28/22
Maria Frangos	WOHS	Business Education Leave Replacement-Dunlap	MA+45	17	\$215.30 per diem	2/1/22 - 2/28/22
Anne Hanson	WOHS	Business Education Leave Replacement-Dunlap	MA+45	16	\$190.26 per diem	2/1/22 - 2/28/22
Jason-Lamont Jackson	WOHS	Business Education Leave Replacement-Dunlap	MA+30	9	\$132.46 per diem	2/1/22 - 2/28/22
Kimberly Szalkai	WOHS	Business Education Leave Replacement-Dunlap	MA+45	17	\$218.17 per diem	2/1/22 - 2/28/22

- d. Superintendent recommends approval to the Board of Education for the following negotiated co-curricular assignment(s): (Att. #2)
- e. Superintendent recommends approval to the Board of Education for the following additional assignment(s):

Name	Location	Position	Stipend / Rate of Pay	Effective Dates
Sarah Augustine	WOHS	Nurse to assist student during Commencement Exercises	\$55 per hour not to exceed 3 hours	6/23/22

- f. Superintendent recommends approval to the Board of Education for the following Student Teacher assignments:

Student Teacher/ Intern Candidate	Affiliated University	Assigned School	Effective Dates
Raphael Leniar	Seton Hall University	Special Services-CST	1/3/22 - 6/30/22
Samantha McCusker	Fordham University	Special Services-CST	2/8/22 - 5/18/22
Caitlyn Cassara	University of Scranton	St. Cloud	3/1/22 - 5/20/22

- g. Superintendent recommends approval to the Board of Education for the following substitute appointment(s) at the appropriate substitute rates for 2021-2022:

Name	Certification Code	Administrator	Teacher	Paraprofessional	Administrative Assistant	Lunch Aide	Nurse	Custodian
Marguerite DeCarlo	Standard	X						
Tracy Jones	CE		X					
Nichelle Tello	N/A				X			

4. Leaves of Absence:

- a. Superintendent recommends approval to the Board of Education for the following leaves of absence for certificated staff:

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Cheryl Dunlap Medical	WOHS Business Education	1/24/22 - 2/14/22	2/15/22 - 2/25/22	N/A	2/28/22
Jamie Podhurst Medical	WOHS Art	10/5/21 - 4/6/22 a.m. only amended from 10/5/21 - 3/31/22	4/6/22 p.m. only - 4/8/22 amended from 4/1/22 - 4/8/22	N/A	4/11/22
Sahkeenah Wallace Medical	Roosevelt English Language Arts	1/18/22 - 2/28/22	N/A	N/A	3/1/22

- b. Superintendent recommends approval to the Board of Education for the following leaves of absence for non-certificated staff:

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Ashley Kuglin Personal	BMELC Paraprofessional	N/A	N/A	3/14/22 - 3/18/22	3/21/22
Randa Meseha Family	Mt. Pleasant Paraprofessional	4/11/22 - 5/19/22	N/A	5/20/22 - 6/30/22 9/1/22 - 10/24/22	10/25/22
Maria Navarette Family	WOHS Paraprofessional	3/23/22 - 4/27/22	N/A	4/28/22 - 6/30/22	9/1/22
Nubia Rodriguez Medical	WOHS Paraprofessional	2/23/22 - 4/1/22	N/A	N/A	4/4/22

- c. Superintendent recommends approval to the Board of Education for the following leave(s) of absence:

Employee #	Leave Dates	Type of Leave	Anticipated Return Date
5134	12/6/21 - 2/28/22 amended from 12/6/21 - 2/15/22	Paid Administrative Leave	3/1/22 amended from 2/16/22

5. Superintendent recommends approval to the Board of Education for the following Affiliation Agreement between the University of Scranton and the West Orange Board of Education for the district to provide supervised clinical training to students enrolled in the university's Panuska College of Professional Studies. (Att. #3)
6. Superintendent recommends approval to the Board of Education for the attached Sidebar Agreement between the West Orange Board of Education and the West Orange Education Association (WOEA) for employee #8301 to receive compensation for additional workload. (Att. #4)

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of Applications for School Business requests. (Att. #5)
2. Superintendent recommends approval for field trip destinations for the 2021-2022 school year:

Destination	City	State
Harrah's Waterfront Conference Center	Atlantic City	NJ

3. Recommend approval for field trips for the 2021-2022 school year. (Att. #6)
4. Recommend approval of the agreement between West Orange School District and Teso Consulting Group to provide Professional Development to equip BSI Teachers with reflective and instructional, culturally responsive strategies to support the academic and cultural needs of every student on February 7, 2022 in the amount of \$3,000 funded by ARP ESSER III Grant.

C. FINANCE

a.) Special Services

1. Recommend approval for the following tuition/extraordinary aide services adjustments as certificate by the State of NJ Division of Administration and Finance:

School	Year	Certified Rates Less Adjustments	Tuition Paid	Tuition Adjustments
Deron I	2020-2021	\$408,284.00	\$373,637.00	\$34,647.00
Deron I	2020-2021	\$83,342.00	\$102,300.00	-\$18,958.00
Deron II	2020-2021	\$68,145.00	\$66,757.00	\$1,388.00
Deron II	2020-2021	\$27,846.00	\$32,550.00	-\$4,704.00
P.G.Chambers	2020-2021	\$85,665.30	\$81,912.60	\$3,752.70
P.G.Chambers	2020-2021	\$85,665.30	\$81,912.60	\$3,752.70

2. Recommend approval for the following vendors to complete specialized evaluations for the 2021-2022 school year:

ID Number	Provider	Type of Service	Cost	Not to Exceed
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1705068	Lake Drive Program (Hearing Impaired)	Psychological Evaluation Educational Evaluation Speech/Language Evaluation	\$800.00 \$800.00 \$800.00	\$2,400
2604108	ACES: Assessments, Counseling, and Educational Services	Psychological Evaluation Educational Evaluation Speech/Language Evaluation	\$900.00 \$900.00 \$900.00	\$2,700

3. Recommend approval of Agreement with New England Center for Children (NECC) and the West Orange Public Schools for the Autism Curriculum Encyclopedia (ACE) program for the 2021-2022 school year in the amount not to exceed \$35,000.00.

b.) Business Office

1. Recommend approval of the 2/7/22 Bills List:

Payroll/Benefits	\$ 152,179.39
Transportation	\$ 48,327.13
Tuition (Spec. Ed./Charter)	\$ 760,728.13
Instruction	\$ 75,157.22
Facilities/Security	\$ 466,150.31
Capital Outlay	\$ 430,982.48
Grants	\$ 357,198.12
Food Service	\$ 316,261.96
Support Svcs/Co-Curricular/Athletics/Misc.	<u>\$ 136,247.28</u>
	\$ 2,743,232.02

2. Recommend acceptance of the following grants/donations:

Donor	Recipient	Donation
The Blackbaud Giving Fund obo New York Life and its donors	WOHS	\$100
Frances Mende Scholarship Fund	Washington School	\$1,000
Rotary Club of West Orange Foundation, Inc.	Washington School Grief and Loss Program	\$1,000

3. Recommend approval to void the following checks from the indicated accounts:

School Account		
Check Number	Check Amount	Description
58229	\$616.00	Aid in Lieu
58445	\$918.00	Tuition Reimbursement

4. Recommend approval of 60 month lease contract with Pitney Bowes, Stamford, CT, for a Mailing System for WOHS, at an annual cost of \$14,416, realizing an annual savings of \$2,500 over prior lease contract.

5. Recommend approval of Dr. Charles Park, Associates in Psychiatry of North Jersey Psychiatric, West Orange, NJ, to provide a Psychiatric/ Evaluation/Report, in an amount not to exceed \$1,000.
6. Recommend approval of settlement agreement between the parents of Student #1206048 and the West Orange Board of Education as stipulated in closed session.
7. Recommend approval of the following resolution:

Resolution Authorizing the Use of the Competitive Contracting Process

WHEREAS; it is the recommendation of the School Business Administrator/Board Secretary to seek proposals from qualified providers for the following contract:

Professional Development Services

NOW, THEREFORE, BE IT RESOLVED, the Board of Education, pursuant to N.J.S.A. 18A:18A-4.3 (a), authorizes the use of the Competitive Contracting procurement process for the purpose of entering into a contract for Professional Development Services.

The Competitive Contracting process shall be administered by the School Business Administrator/Board Secretary pursuant to N.J.S.A. 18A:18A-4.3 (b).

D. MISCELLANEOUS

1. Recommend approval of disposition of Student Hearing as stipulated in closed session.

XI. PETITIONS AND HEARINGS OF CITIZENS

XII. REPORT FROM THE BOARD PRESIDENT AND/OR BOARD MEMBERS

XIII. NEXT BOARD MEETING to be held at 7:30 p.m. on February 28, 2022 at West Orange High School.

XIV. EXECUTIVE SESSION (as deemed necessary)

WHEREAS: The Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED: The Board of Education adjourns to closed session to personnel, legal and miscellaneous confidential matters. Be it further

RESOLVED: The minutes of this closed session will be made public when the need for confidentiality no longer exists.

XV. ADJOURNMENT

Co-Curricular Assignments

Name	Location	Position	Stipend	Effective Dates
Christina Faust	Liberty	Drama: Set Design/Construction	\$1,407	2021-2022
Craig Champagne	WOHS	Golf: Volunteer	N/A	2021-2022
Christopher Evans	WOHS	Golf: Volunteer	N/A	2021-2022
Shaan Shah	WOHS	Golf: Volunteer	N/A	2021-2022
Zachary Coppola	WOHS	Baseball: Assistant Coach	\$8,651	2021-2022
Darnell Grant	WOHS	Strength & Conditioning: Spring	\$5,688	2021-2022
Stacy Marcus Liberty	WOHS	Track: Assistant Coach	\$8,651	2021-2022
Joe Spina	WOHS	Strength & Conditioning: Spring	\$5,688	2021-2022
Scott Burzynski OOD	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Francesco Composto Redwood	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Daniel Giannone OOD	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Alec Hamilton Gregory	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Ryan Krewer Liberty	WOHS	Spring Musical: Pit Orchestra Musician	\$ 125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Andrea Rommel Redwood	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22
Benjamin Ruben- Schnirman OOD	WOHS	Spring Musical: Pit Orchestra Musician	\$125 per performance not to exceed 4 performances \$60.00 per rehearsal not to exceed 5 rehearsals	3/26/22 - 4/10/22

THE UNIVERSITY OF SCRANTON AFFILIATION SITE AGREEMENT

THIS AGREEMENT, effective the 7th day of February, 2022, is by and between The University of Scranton, a Pennsylvania non-profit corporation having its principal place of business at 800 Linden Street, Scranton, PA (" University ") and West Orange Public Schools ("Facility"), with principal offices located 179 Eagle Rock Avenue, West Orange, NJ 07052.

WITNESSETH:

WHEREAS, the University is a fully accredited University that offers curricula leading to a baccalaureate and graduate degrees in various professional disciplines; and

WHEREAS, clinical education, fieldwork, practicum, internship and residency requirements ("field experience") are an integral part of the above-mentioned disciplines; and

WHEREAS, the University, through the Panuska College of Professional Studies, desires to provide students with an enhanced educational experience by using the appropriate facilities and personnel offered by the Facility for the implementation of the field experience phase of the curriculum for its students; and

WHEREAS, the Facility desires to collaborate with the University to establish the educational objectives for the field experience, devise methods for their implementation and evaluate the effectiveness of each, and is willing to make its employees and premises available for such purposes.

NOW THEREFORE, in consideration of the mutual promises contained herein, the University and Facility, intending to be legally bound, agree as follows:

A. PURPOSE

The purpose of the Affiliation Site Agreement is to define the rules and responsibilities of the University and the Facility in the planning and implementation of the field experience. Both parties agree to cooperate in the implementation of the provisions described herein in order to attain a maximally effective experience that is beneficial to both parties. It is understood that the Facility shall retain authority and responsibility for all individuals under its care.

B. JOINT RESPONSIBILITIES

1. Neither party shall discriminate against any student on the basis of race, religion, color, sex, age, national origin, disability, gender identity or expression, sexual orientation, veteran status or other status protected by law.
2. The University will be responsible for determining the schedule of student assignments. Such schedule and assignments shall be subject to the approval

of the designated field experience education coordinator at the Facility. The University and Facility will mutually agree upon the number of students who will participate in each rotation.

3. Withdrawal of a student from an assignment may be requested by the Facility or the University. The party requesting such withdrawal shall notify the other in writing of the request and the reason(s) for the request. The student may return to the Facility only when and if the situation is resolved to the mutual satisfaction of the University and the Facility.
4. Each party will provide the other with relevant rules, regulations and procedures, including updates, which will be applicable to the field experience.
5. The University and the Facility will cooperate in the establishment of the field experience education objectives for the affiliation, the methods for their implementation and the evaluation of their effectiveness. The University and the Facility will maintain ongoing communication to coordinate the planning and assessment of this program.
6. Neither party will consider the student an employee or agent of the Facility, but rather a student in the field experience phase of his/her professional education at the University.
7. Both parties agree to comply with the provisions of the Family Education Rights and Privacy Act, 20 USC §1232 et seq. ("FERPA"). Any and all information provided by University and defined as an "education record" according to FERPA, or such information defined as "directory information" about which a student has elected to opt out of disclosure, is subject to FERPA's restrictions on use and re-disclosure by Facility and those acting on its behalf, as further set forth at 34 CFR 99 et seq.
8. Both parties agree that the field experience is an extension of the academic experience of the student(s) and that the work anticipated by this field experience constitutes a practical application of the material taught in the classroom.
9. The parties agree that the field experience is designed to benefit the student principally.
10. The parties agree that the student has not been guaranteed employment at the termination of the field experience by the facility. This is not to preclude the hiring of the student, but it is understood that this is not the expectation or quid pro quo of the field experience.
11. Both parties agree that the student is not entitled to wages.

C. RESPONSIBILITIES OF THE UNIVERSITY

1. The University shall be responsible for decisions regarding administration of the overall educational program, including student dismissal, curriculum philosophy, evaluation, admissions, graduation, faculty appointments, and compliance with educational standards established by the University and accrediting bodies.
2. The University will assign to the Facility only those students who have satisfactorily completed the required course of study and any prerequisites for the field experience at Facility, and who meet the Facility's standards of health and ability.
3. The University agrees to review the student's log of activities and time spent at the Facility.
4. The University agrees to establish and maintain regular and ongoing communication with the Facility's designated representative on any issues pertinent to the field experience.
5. The University will identify the Coordinator to act as a liaison between the University and Facility. The Coordinator will provide the Facility with all necessary information prior to and during the field experience and will plan appropriate visits, and consultation conferences, onsite if practicable, or via telecommunication. In addition, the Coordinator will be available to discuss any problems or answer any questions that may arise at the Facility.
6. The University will advise assigned students and faculty of their responsibilities under this Agreement and for compliance with all pertinent rules, policies, procedures and regulations of the Facility, including any applicable accreditation standards, required dress, hours of attendance and required departmental programs (including after-hours programs), as designated by Facility.
7. The University agrees to adhere to applicable standards set by regulatory agencies and as articulated by the Facility to the University. The University shall reasonably cooperate with Facility on any requests from regulatory agencies for additional information.
8. The University shall provide and maintain bodily injury, property damage, and professional liability insurance with a minimum limit of \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence. The University agrees to furnish the Facility with evidence of such insurance upon Facility's request. Students of the University will likewise carry professional liability insurance.

9. The University agrees to indemnify and hold harmless Facility, its agents and employees from and against claims, demands, actions settlements, or judgments, including attorneys' fees and litigation expenses, based upon or arising out of activities related to this Agreement to the extent that such claims, demands, actions, settlements or judgments are caused by the negligent acts or omissions of the University, its agents, employees, or students.
10. The University will ensure that students and faculty are informed of their responsibilities to respect the confidentiality of Facility records.
11. If required, the University shall require students to maintain adequate health insurance throughout the field experience, proof of which shall be furnished to the Facility upon request.
12. The University shall require all students to remain current on all health screening and background clearances as are required by Facility's policies and guidelines. University shall supply documentation of all clearances upon Facility's request.
13. The University acknowledges that the Facility, if a health care facility, has sole authority over clinical care and full discretion to remove immediately any student who Facility deems is not performing appropriately, is not fully complying with a rule, policy, procedure or practice of the Facility, or in any way could jeopardize the delivery of health care services.
14. The University will ensure that students and faculty are informed of their responsibilities to respect the confidentiality of Facility records and will follow agency policy, as applicable, on compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

D. RESPONSIBILITIES OF THE FACILITY

1. The Facility will designate a supervisor to implement and plan the field experience and to interact with the University as mutually agreed.
2. The Facility will assist any student requiring emergency medical care in the case of injury or illness while on duty at the Facility. The cost for such treatment shall be borne by the student or his/her medical insurance, if applicable.
3. The Facility will allow access to a cafeteria and library to the extent Facility has such services and it is permitted by Facility's policies. Additionally, Facility will provide reasonable study and storage space, if practicable.
4. The Facility will provide the student with a copy of the Facility rules and pertinent regulations with which the student is expected to comply, and advise

the University of any changes to those policies of the Facility which may affect the field experience.

5. The Facility will advise the University Coordinator at least mid-term when a student's placement changes or of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The Facility will immediately notify the University in writing of any situation, problem, or deficit that may affect a student's successful completion of the field experience.
6. The Facility will provide an evaluation of each assigned student's performance in the field experience, utilizing forms supplied by the University.
7. The Facility agrees and acknowledges that it has the right, exercised with the consent of the University, to terminate any field experience where the University student's health or performance is detrimental to the stated objectives of the field experience.
8. The Facility shall maintain appropriate comprehensive general liability and professional liability insurance. The Facility agrees to furnish the University with evidence of such insurance upon University's request.
9. The Facility agrees to indemnify and hold harmless the University, its trustees, agents and employees from and against any and all claims, demands, actions, settlements, or judgments, including attorneys' fees and litigation expenses, based upon or arising out of activities described in this Agreement, to the extent that such claims, demands, actions, settlements, or judgments are occasioned by the negligent acts or omissions of the Facility, its agents or employees.
10. The Facility shall maintain the confidentiality of all student records produced by it or furnished to it by the University, and will not disclose such records except to the University, the student or as required by law and in accordance with the requirements of FERPA set forth in Paragraph B 7, above.
11. The Facility will provide students with the opportunity for learning experiences, such as collaboration meetings, staff meetings, in-services, special lectures and similar activities as available and at the discretion of Facility's field experience supervisor.
12. The Facility represents and warrants that the student is not displacing a regular employee at the site.
13. The work of the student at the site is a collaboration and it is recognized that the student will require supervision to a degree that the student is not producing work product for the Facility that the Facility would otherwise obtain from a regular employee.

14. The Facility will advise the University in a timely fashion of any changes in its personnel, operation or policies which may impact upon the field experience.

E. GENERAL TERMS OF AGREEMENT

1. Except as agreed to in Paragraph 2 below, the term of this Agreement shall commence on the effective date and shall expire three (3) years after the effective date. This Agreement may be automatically renewed for additional three (3) year term(s) upon the same terms and conditions contained herein or as mutually agreed to by the parties. Either party shall notify the other party of its intention not to renew the agreement, no later than ninety (90) days prior to the scheduled date of renewal.
2. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party; provided, that any such “without cause” termination shall not be effective with respect to students participating in the field experience on the date of such notice of termination until such time as such field experience is completed in accordance with its original terms. The Agreement may also be terminated at any time by mutual consent.
3. This Agreement represents the full and complete understanding of the parties. It may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the designated representative of the University and Facility. Such amendments are to be attached as addenda to the Agreement and will have the same force as the Agreement itself.
4. Any notice to be provided under this Agreement shall be sent by registered, return receipt mail to the following names and addresses:

For the University: The University of Scranton
800 Linden Street
Scranton, PA 18510
Attn. David Angeloni
(570) 941-5518

For the Facility: West Orange Public Schools
179 Eagle Rock Avenue
West Orange, NJ 07052
Attn: Joseph P. Vespignani, Ed.D., Exec Dir Personnel
(973) 669-5400, ext. 20545

With a copy to: Victoria H. Castellanos, Ph.D., Interim Dean
The University of Scranton
800 Linden Street
Scranton, PA 18510

5. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles, with jurisdiction in the Court of Common Pleas of Lackawanna County, Scranton, PA.
6. By signing below the individuals certify they are authorized to sign the Affiliation Agreement on behalf of their institutions and fully agree to comply with its terms.
7. It is agreed that a copy of this Agreement or Exhibit(s) and Amendments thereto, bearing a facsimile (faxed) version of a party's signature shall have the same force and effect as an original document bearing the party's original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

FACILITY:

By: _____
Name: _____
Title: _____
Date: _____

THE UNIVERSITY OF SCRANTON

By: *Victoria H. Castellanos*
Name: Victoria H. Castellanos, Ph.D.
Title: Interim Dean, Panuska College of Professional Studies
Date: 1/6/2022

SIDEBAR AGREEMENT

This agreement is made this 4th day of February, 2022, between the West Orange Education Association (WOEA) and the West Orange Board of Education (WOBOE).

Whereas the Covid-19 Pandemic has created unique and unprecedented situations not contemplated in prior agreements between the parties; and

Whereas one of those unprecedented situations has resulted in it being beneficial to the operation of the schools for Anne Zhang (the "Teacher"), a full time teacher, to simultaneously assume the asynchronous teaching duties of a similarly situated teacher in another school while maintaining her entire normal workload; and

Whereas this will result in the Teacher taking on approximately three (3) hours of additional daily professional workload for the remainder of the school year; and

Whereas the parties hereto agree, for this incident and time frame, that a fair and equitable rate of pay for this additional work is fifty-five dollars and eighty-six cents (\$55.86) per hour; and

Whereas each party acknowledges and agrees that this agreement is unique, does not set any type of precedent, and may not be relied upon by either party in the future as defining the terms of any similar situation that may arise, and that any other or further anomalous situations not expressly governed by the collective bargaining agreement between the parties shall not be governed by the terms hereof, but shall require a further negotiated agreement,

Now, therefore, it is agreed as follows:

1. During the period from February 4, 2022 until either June 22, 2022 or the date another instructor assumes the responsibilities the Teacher is now taking on, WOBOE shall compensate the Teacher for assuming the above-referenced additional workload at a rate of \$167.58 per school day in addition to her regular salary, which shall not be pensionable and shall not be considered a part of her base salary for any purposes; and
2. This agreement shall not have any precedential value or impact on or be relied upon by either party in any subsequent situation.

West Orange Board of Education
By: Jennifer Tunnicliffe, President

West Orange Education Association
By: Mark C. Maniscalco, President

**Applications for Absence for School Business 2021-2022
2-7-2022**

Name	Position	School	Conference	Dates	Amount	Funded
Rebecca Giacomelli	Gifted and Talented Teacher	Kelly	New Jersey Association for Gifted Children Conference: Explore, Discover, Engage West Windsor, NJ	3/18/22	\$244.60	Local
Charles Mound	WOHS	Physical Education Teacher	First Aid / CPR / AED Instructor Course Fairfield, NJ	2/26/22	\$350.00	Local
Felix Plata	World Languages/ESL Supervisor	Administration Building	2022 NJTESOL/NJBE Spring Conference New Brunswick, NJ	6/1/22, 6/2/22, 6/3/22	\$419.90	Title III Grant
Mary Quiroz	ESL Teacher	Kelly	NJTESOL/NJBE Spring Conference Sight Word Strategies for Emerging Bilinguals New Brunswick, NJ	6/3/22	\$184.00	Title III Grant
Stephanie Ross	Reading Specialist	Kelly	NJTESOL/NJBE Spring Conference Sight Word Strategies for Emerging Bilinguals New Brunswick, NJ	6/3/22	\$184.00	Title III Grant
Megan Schaller	Gifted and Talented Teacher	Kelly	New Jersey Association for Gifted Children Conference: Explore, Discover, Engage West Windsor, NJ	3/18/22	\$244.60	Local

**West Orange School District Overnight Field Trips
2021 - 2022 School Year
February 7, 2022**

School	Grades	Course / Group	Destination	City	State
WOHS	9-12	FUTURE BUSINESS LEADERS OF AMERICA	Harrah's Waterfront Conference Center	Atlantic City	NJ

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting - 7:30 p.m. - February 7, 2022
West Orange High School
51 Conforti Avenue
Agenda Addendum

A. PERSONNEL

3. Appointments

- e. Superintendent recommends approval to the Board of Education for the following additional assignment(s):

Name	Location	Position	Stipend / Rate of Pay	Effective Dates
Leslie Taylor	Hazel	Elementary Academic Support Before/ After School Program: Substitute	\$49.98 per hour* as assigned	2/22/22 - 6/10/22
Ashley Morris	Redwood	Elementary Academic Support Before/ After School Program: Substitute	\$49.98 per hour* as assigned	2/22/22 - 6/10/22
Joyce Reynolds	Redwood	Elementary Academic Support Before/ After School Program: Substitute	\$49.98 per hour* as assigned	2/22/22 - 6/10/22
Jacquelyn Santucci	Washington	Elementary Academic Support Before/ After School Program: Substitute	\$49.98 per hour* as assigned	2/22/22 - 6/10/22
Kimberly MacDonald	Kelly	Saturday Academy Program: Substitute	\$49.98 per hour* as assigned	2/26/22 - 5/14/22
Debra Coen	WOHS	Saturday Academy Program: Teacher (pending student enrollment)	\$49.98 per hour* not to exceed 30 hours	2/26/22 - 5/14/22

*Funded via ESSER III Grant