

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting August 31, 2020
6:30 P.M. Executive Session
7:30 P.M. Public Session
Virtual

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, August 12 and 21, 2020.
- 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.

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 two (2) 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, August 31, 2020 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: _____.

☐ "(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 _____.

☐ "(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: Due Process Complaint

■ "(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 is: Employee Number 6365.

☐ "(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 August 17 and 24, 2020 (Att. #1)

VII. SUPERINTENDENT/ BOARD REPORTS

- A. Diversity, Equity and Access Committee Update
- B. Ventilation Update
- C. School Reopening Update

VIII. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS

IX. 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 |
|--------------|----------|-------------------|-------------|----------------|
| Sandra Lillo | Kelly | Leave Replacement | Resignation | 8/24/20 |

- 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 |
|------------------------|-----------|------------------|-----------------------------|----------------|
| Paula Goncalves-Healey | Hazel | Clerical Aide | Resignation reassignment | 8/31/20 |
| Linda Perrotta | BMELC | Paraprofessional | Resignation | 6/30/20 |
| Dana Robinson | Kelly | Paraprofessional | Resignation | 6/30/20 |
| Derek Smith | Roosevelt | Paraprofessional | Resignation reassignment | 8/31/20 |

2. Rescissions

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

| Name | Location | Position | Effective Date |
|--------------------|-------------------|---------------------------------------|----------------|
| Kimberly Covington | Edison Science | Leave of Absence 9/1/20 - 11/25/20 | 8/31/20 |

3. Appointments

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

| Name | Location | Position | Replacement / New | Guide | Step | Salary | Account Code | Effective Dates |
|-------------------------|----------|---|-------------------|-------|------|----------------|--------------------------|--------------------------|
| Christina Ciacciarrelli | WOHS | Health & Physical Education Extended Assignment Substitute | Urbanski | N/A | N/A | \$200 per diem | 11.140.100.101.00.31.050 | 9/3/20 - 9/29/20 |
| Alyssa Wicks | Gregory | Library Media Specialist Extended Assignment Substitute | Binns | N/A | N/A | \$180 per diem | 11.000.222.100.00.09.120 | 9/3/20 - 11/2/20 amended |

- 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 | Account Code | Effective Dates |
|-------------------------|------------|--------------------------|---------------------|------------|------|---|--------------------------|------------------|
| Paula Goncalves -Healey | Gregory | Administrative Assistant | Magnotta reassigned | Column I | 9 | \$40,023 | 11.000.240.105.00.09.120 | 9/1/20 - 6/30/21 |
| Marisa Maayan | Washington | Paraprofessional | New | Non-Degree | 11 | \$32,857 | 11.215.100.106.00.15.180 | 9/1/20 - 6/30/21 |
| Andrew Mazurek | Redwood | Paraprofessional | Meade | BA | 3 | \$30,655 | 11.201.100.106.00.13.160 | 9/1/20 - 6/30/21 |
| Derek Smith | Roosevelt | Custodian Mid-shift | Arce | Custodian | 1 | \$37,085 includes \$285 shift differential prorated | 11.000.262.110.00.06.090 | 9/1/20 - 6/30/21 |

- c. Superintendent recommends approval to the Board of Education for the following additional teaching assignment. Step and salary may be adjusted upon ratification of collective bargaining agreement:

| Name | Location | Position | Guide | Step | Salary | Account Code | Effective Dates |
|-------------------|-----------|-------------------------------|-------|------|---------------------|--------------------------|-----------------|
| Leanna Amorim | Roosevelt | Spanish | MA+30 | 16 | \$17,724.33 amended | 11.130.100.101.00.20.090 | 2020-2021 |
| Thany Salazar | Liberty | Spanish | BA | 17 | \$15,570.83 amended | 11.130.100.101.00.30.135 | 2020-2021 |
| Sandra Marmolejos | Roosevelt | Special Education ELA | MA+45 | 14 | \$13,787.84 | 11.204.100.101.00.06.090 | 2020-2021 |
| Rebecca Rud | Roosevelt | Special Education ELA | MA+45 | 16 | \$17,600.83 | 11.214.100.101.00.06.090 | 2020-2021 |
| Alyssa Cowan | Roosevelt | Special Education Mathematics | MA+45 | 14 | \$79.49 per diem | 11.213.100.101.00.06.090 | 9/14/20 - TBD |
| Nicole Eoon | Roosevelt | Special Education Mathematics | MA+30 | 8 | \$65.55 per diem | 11.213.100.101.00.06.090 | 9/14/20 - TBD |
| Sean McCrudden | Roosevelt | Special Education Mathematics | BA+30 | 12 | \$59.39 per diem | 11.213.100.101.00.06.090 | 9/14/20 - TBD |
| John | WOHS | Special Education | MA+45 | 10 | \$68.09 per diem | 11.213.100.101.00.03.050 | 9/14/20 - TBD |

| | | | | | | | |
|-------------|--|-------------|--|--|--|--|--|
| Tomaszewski | | Mathematics | | | | | |
|-------------|--|-------------|--|--|--|--|--|

- d. Superintendent recommends approval to the Board of Education for the following certificated staff additional assignment(s). Stipends/Rate of Pay may be adjusted upon ratification of collective bargaining agreement:

| Name | Location | Position | Stipend / Rate of Pay | Account Code | Effective Dates |
|---|----------|--------------------------------|---|--------------------------|-----------------|
| Mercedes Asqui Arroba .5 Mt. Pleasant / .5 Redwood | District | ELL Family Resource Academy | \$39.78 per hour* not to exceed 42.5 hours | 20.241.200.100.00.77.000 | 2020-2021 |
| Terresita Bradley Redwood | District | ELL Family Resource Academy | \$39.78 per hour* not to exceed 42.5 hours | 20.241.200.100.00.77.000 | 2020-2021 |
| Jean-Claude Cenatus Liberty | District | ELL Family Resource Academy | \$39.78 per hour* not to exceed 42.5 hours | 20.241.200.100.00.77.000 | 2020-2021 |
| Amalia Morales .5 Edison / .5 Liberty | District | ELL Family Resource Academy | \$39.78 per hour* not to exceed 42.5 hours | 20.241.200.100.00.77.000 | 2020-2021 |

*Funded by Title III

- e. Superintendent recommends approval to the Board of Education for the following middle school team leader assignment(s), at the negotiated stipend of \$2,812.00, for the 2020-2021 school year. Stipends/Rate of Pay may be adjusted upon ratification of collective bargaining agreement. (Att. #2)
- f. Superintendent recommends approval to the Board of Education for the following high school co-curricular assignment(s), at the negotiated rates, for the 2020-2021 school year. Stipends /Rate of Pay may be adjusted upon ratification of collective bargaining agreement. (Att. #3)
- g. Superintendent recommends approval to the Board of Education of the following Grant funded salaries for the 2020-2021 school year. Step and salary may be adjusted upon ratification of collective bargaining agreement:

| Name | Location | Grant | Account Code | Total Salary | Portion Funded by Grant |
|--------------------|---|-----------|--------------------------|--------------|-------------------------|
| Theresa Granato | Central Office Title I Administrator | Title IA | 20.231.200.103.00.00.000 | \$176,637 | \$30,000 |
| Patricia Haak | Gregory | Title IIA | 20.270.100.101.00.09.120 | \$87,331 | \$87,331 |
| Karen Lott | Hazel | Title IA | 20.230.100.101.00.10.130 | \$124,648 | \$124,648 |
| Barbara Popple | Hazel | Title IA | 20.230.100.101.00.10.130 | \$83,825 | \$83,825 |
| Jennifer Bottarini | Washington | Title IA | 20.230.100.101.00.15.180 | \$107,792 | \$107,792 |
| Brandi Brennan | Washington | Title IA | 20.230.100.101.00.15.180 | \$66,992 | \$29,129 |
| Jillian Costantino | Washington | Title IA | 20.230.100.101.00.15.180 | \$117,929 | \$117,929 |
| Cathy DelTufo | Washington | Title IA | 20.230.100.101.00.15.180 | \$119,552 | \$119,552 |

- h. Superintendent recommends approval to the Board of Education for the following additional summer assignment(s). Stipend/Rate of Pay may be adjusted upon ratification of collective bargaining agreement:

| Name | Location | Position | Stipend / Rate of Pay | Account Code | Effective Dates |
|------|----------|----------|-----------------------|--------------|-----------------|
|------|----------|----------|-----------------------|--------------|-----------------|

| | | | | | |
|--------------------|--------------|---|---|--------------------------|----------------------|
| Nicole Dalle-Molle | District CST | Summer CST School Psychologist Evaluations: Preschool | \$204 per evaluation not to exceed 15 amended from 10 | 11.000.219.104.00.91.000 | 6/23/20 - 8/31/20 |
| Susan Dyer | District CST | Summer CST Speech Therapist Evaluations: Preschool | \$204 per evaluation not to exceed 20 amended from 15 | 11.000.216.100.00.91.000 | 6/23/20 - 8/31/20 |
| Meryl Tillis | District CST | Summer CST Social Worker Case Management: Preschool | \$66.30 per hour not to exceed 75 hours amended from 60 hours | 11.000.219.104.00.91.000 | 6/23/20 - 8/31/20 |

- i. 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 regarding West Orange High School Administrative Assistant, Joanne Duncan, to take on additional responsibilities on a temporary basis per the terms of the agreement. (Att. #4)
- j. Superintendent recommends approval to the Board of Education for the following substitute appointment(s) at the appropriate substitute rates for 2020-2021:

| Name | Certification Code | Teacher | Paraprofessional | Administrative Assistant | Lunch Aide | Nurse | Custodian |
|---------------|--------------------|---------|------------------|--------------------------|------------|-------|-----------|
| Liliana Ortiz | Substitute | X | | 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 |
|--------------------|--|------------|---------------------------------|-------------------------------|-------------------------|
| Erika DeVos Family | Edison Special Education / Mathematics | N/A | 9/14/20 - 12/4/20 amended | 12/7/20 - 1/1/21 amended | 1/4/21 |

- 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 |
|-------------------------|--|---------------------------------|----------------------------|-------------------------------|-------------------------|
| Gail McCullough Medical | Transportation Administrative Assistant | 7/1/20 - 10/19/20 amended | N/A | N/A | 10/20/20 amended |

5. Transfer(s):

- a. Superintendent recommends approval to the Board of Education for the following transfer(s) of certificated staff effective September 1, 2020 through June 30, 2021. (Att. #5)
 - b. Superintendent recommends approval to the Board of Education for the following transfer(s) of non-certificated staff September 1, 2020 through June 30, 2021. (Att. #6)
6. Superintendent recommends approval to the Board of Education for the appointment of Dr. Joseph Vespignani, Executive Director of Personnel and Special Projects, as District Affirmative Action Officers, with no additional compensation, for the 2020-2021 school year.

7. Public Hearing For Superintendent's Employment Contract

Comments from Public on Superintendent's Employment Contract Only

RESOLVED, that the Board approve a contract of employment (mileage reimbursement revision only) for Dr. J. Scott Cascone, commencing July 11, 2019 through June 30, 2023, which has been reviewed and approved by the County Executive Superintendent on August 25, 2020, in accordance with N.J.S.A. 18A:7-8(j) and in compliance with the standards adopted by the Commissioner of Education at N.J.A.C. 6A:23A-3.1. (Att. #7)

B. CURRICULUM AND INSTRUCTION

1. Recommend approval for student teaching the 2020-2021 school year (Att. # 8)
2. Recommend approval of TeacherCoach to provide Social Emotional Learning PD for administrators and staff on August 26, 2020 and September 3, 2020 in the amount of \$4,800.

C. FINANCE

a.) Special Services

1. Recommend approval for the following out-of-district placements for the 2020-2021 school year:

| Student # | Placement | Tuition | Budgeted/Unbudgeted |
|-----------|--|---|---------------------|
| 1409021 | Benway School | Tuition: \$84,412.30 214 days @ \$394.45/day 1:1 Aide: \$39,162.00 214 days @ \$183.00/day | Budgeted |
| 1110021 | Crossroad Academy | Tuition: \$93,525.00 215 days @ \$435.00/day 1:1 Aide: \$35,296.55 215 days @ \$164.17/day | Budgeted |
| 2506093 | ECLC of New Jersey | Tuition: \$55,819.80 180 days @ \$310.11/day 1:1 Aide: \$41,400.00 180 days @ \$230.00 | Budgeted |
| 246102 | ECLC of New Jersey | Tuition: \$62,022.00 200 days @ \$310.11/day | Budgeted |
| 1406066 | Partnerships in Education d/b/a/ Inclusive Learning Academy | Tuition: \$74,734.20 180 days @ \$415.19/day 1:1 Aide: \$56,601.00 180 days @ \$314.45/day | Budgeted |

2. Recommend approval for the following service providers for related services for the 2020-2021 school year:

| Provider | Type of Service | Cost | Not to Exceed |
|----------------------------|---|--|---------------|
| Infinite Therapy Solutions | Occupational Therapy Revised from 07/20/2020 agenda to change from Betty Maddalena Early Learning Center | \$45.00 per 30 minute session (14 hours per week) | \$50,400.00 |

| | | | |
|----------------------------|---|--|-------------|
| | to Betty Maddalena Early Learning Center and Redwood Elementary School | | |
| Infinite Therapy Solutions | Occupational Therapy Kelly Elementary School | \$45.00 per 30 minute session (21 hours per week) | \$18,900.00 |

b.) Business Office

1. Recommend approval of the 8/31/2020 Bills List:

| | |
|--|----------------------|
| Payroll/Benefits | \$ 92,268.10 |
| Transportation | \$ 628.51 |
| Tuition (Spec. Ed./Charter) | \$ 377,988.67 |
| Instruction | \$ 161,019.87 |
| Facilities/Security | \$ 700,948.03 |
| Grants | \$ 81,178.94 |
| Food Service | \$ 82,995.70 |
| Summer Enrichment | \$ 2,500.00 |
| Support Svcs/Co-Curricular/Athletics/Misc. | <u>\$ 319,555.52</u> |
| | \$ 1,819,083.34 |

2. Recommend approval of the following Athletic Event Fees:

| High School | |
|---|---------------|
| Sport Officials (Referees/Umpires) | Amount |
| Football - Varsity | \$101 |
| Football - Sub Varsity | \$65 |
| Volleyball - Varsity | \$73 |
| Volleyball - Sub Varsity | \$48 |
| Wrestling - Varsity | \$84 |
| Wrestling - Sub Varsity | \$54 |
| Swimming - Varsity | \$95** |
| Ice Hockey - Varsity | \$93 |
| Ice Hockey - Sub Varsity | \$70 |
| Basketball - Varsity | \$84 |
| Basketball - Sub Varsity | \$60 |
| Baseball - Varsity | \$86 |
| Baseball - Sub Varsity | \$62 |
| Baseball - Varsity - Pitch Counter | \$55 |
| Softball - Varsity | \$80 |
| Softball - Sub Varsity | \$60 |

| | |
|---|--------------------------|
| Lacrosse - Varsity | \$89 |
| Lacrosse - Sub Varsity | \$62 |
| Track & Field - Starter - 5 Teams + up | \$112 |
| Track & Field - 5 Teams + up | \$101 |
| Track & Field - Starter - 4 Teams + under | \$96 |
| Track & Field - 4 Teams + under | \$86 |
| Soccer - Varsity | \$83 |
| Soccer - Sub Varsity | \$60 |
| Fencing - Varsity | \$88 |
| Fencing - Sub Varsity | \$57 |
| Game Personnel | Amount |
| Ticket Sellers/Takers | \$56/\$85.68/\$146.88 ** |
| Crowd Control | \$56/\$85.68/\$146.88 ** |
| Staff Parking Attendant | \$25/hour |
| Announcer (Varsity only) | \$56 |
| Clock (Varsity Football) | \$80 |
| Videographer | \$125 |
| Scoreboard Operator | \$56/\$85.68/\$146.88 ** |
| Site Manager | \$75/hour |
| Scorebook Keeper | \$56/\$85.68/\$146.88 ** |
| Parking/Security -Non-Staff (All Sports) | \$22/hour |

* Includes \$10 for parking

** \$56 per game, \$85.68 for doubleheaders, \$146.88 for tripleheaders

| Middle School | |
|---|---------------|
| Sport Officials (Referees/Umpires) | Amount |
| Sport Official (Middle School) - 1 per game | \$65 |
| Sport Official (Middle School) - 2 per game | \$45 |
| Game Personnel | Amount |
| Crowd Control | \$56 |

3. Recommend approval of Non-Public State Aid for the 2020-2021 school year as follows:

| School | Nursing |
|--------|---------|
|--------|---------|

| | |
|--------------------------------|---------------------|
| Golda Och Academy-Lower School | \$ 21,146.00 |
| Golda Och Academy-Upper School | \$ 23,959.00 |
| Playhouse | \$ 582.00 |
| Seton Hall Prep | \$ 93,508.00 |
| Total: | \$139,195.00 |

4. Recommend approval of StoneGate Associates, LLC, Middletown, NJ Proposal #2020-49, as project managers, in an amount not to exceed \$10,000 regarding COPS Grant, Alyssa's Law and the New Jersey School Security Bond Act Grant.
5. Recommend approval of Frank Galbraith Excavating & Demolition, Scotch Plains, NJ Change Order #1 to Bid #20-06, Hazel School, Retaining Wall Replacement Project, in the amount of \$4,900 for additional concrete and asphalt repair.
6. Recommend approval of Integrity Roofing, Inc., Rahway, NJ Change Order #1 to Bid #20-04, Kelly School, Chimney Replacement Project, in the amount of \$22,340 (\$32,340 less contingency of \$10,000) for the installation of a new flue.
7. Recommend acceptance of the following donation/awards:

| Donor | Recipient | Donation |
|-----------------|--------------------|--|
| Redwood PTA | Redwood School LMC | Laminate Flooring valued at \$6,333.36 |
| Jermaine Letren | | Installation valued at \$2,500 |

X. PETITIONS AND HEARINGS OF CITIZENS

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

XII. NEXT BOARD MEETING to be held at 7:30 p.m. on September 10, 2020 virtually.

XIII. 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.

XIV. ADJOURNMENT

**Middle School Team Leaders
2020-2021**

| Name | Location | Position | Stipend / Rate of Pay | Account Code | Effective Dates |
|-------------------|-----------------|---------------------|----------------------------------|--------------------------|------------------------|
| Maheen Ahmad | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.34.070 | 2020-2021 |
| Bryan Azzato | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.31.070 | 2020-2021 |
| Jennifer Blume | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.31.070 | 2020-2021 |
| Christina Ferinde | Edison | Grade 6 Team Leader | \$2,812 | 11.204.100.101.00.04.070 | 2020-2021 |
| Amy McEntee | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.31.070 | 2020-2021 |
| Pamela Romanchuk | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.29.070 | 2020-2021 |
| Sylvia Watford | Edison | Grade 6 Team Leader | \$2,812 | 11.130.100.101.00.31.070 | 2020-2021 |
| William Dowd | Liberty | Grade 7 Team Leader | \$2,812 | 11.130.100.101.00.29.135 | 2020-2021 |
| Nancy Silva | Liberty | Grade 7 Team Leader | \$2,812 | 11.130.100.101.00.34.135 | 2020-2021 |
| Vincent DeJesus | Liberty | Grade 8 Team Leader | \$2,812 | 11.130.100.101.00.39.135 | 2020-2021 |
| Melissa Martino | Liberty | Grade 8 Team Leader | \$2,812 | 11.130.100.101.00.36.135 | 2020-2021 |
| Joshu Goldfarb | Roosevelt | Grade 7 Team Leader | \$2,812 | 11.130.100.101.00.29.090 | 2020-2021 |
| Tracy Gordon | Roosevelt | Grade 7 Team Leader | \$2,812 | 11.130.100.101.00.39.090 | 2020-2021 |
| Laura Santimauro | Roosevelt | Grade 7 Team Leader | \$2,812 | 11.130.100.101.00.36.090 | 2020-2021 |
| Leanna Amorim | Roosevelt | Grade 8 Team Leader | \$2,812 | 11.130.100.101.00.20.090 | 2020-2021 |
| Tracy Nardone | Roosevelt | Grade 8 Team Leader | \$2,812 | 11.130.100.101.00.34.090 | 2020-2021 |
| Diane Varela | Roosevelt | Grade 8 Team Leader | \$2,812 | 11.130.100.101.00.39.090 | 2020-2021 |

WOHS Co-Curricular Assignments 2020-2021**Account Code: 11.401.100.100.00.03.050**

| Club / Organization | Stipend | Advisor | Location |
|---|----------------|----------------------|-----------------|
| African American Heritage Club | \$732 | Jacklyn Headlam | WOHS |
| African American Heritage Club | \$732 | Jason Lamont-Jackson | WOHS |
| Air Force Jr. ROTC Coordinator | \$4,331 | Joseph Marchesini | WOHS |
| Air Force Jr. ROTC Coordinator | \$4,331 | Ricardo Thurston | WOHS |
| Jr. ROTC Rifle Team Drill | \$1,464 | Paul Tavarone | WOHS |
| American Sign Language | \$1,464 | Molly Wachtel | WOHS |
| Art | \$732 | Kerry Pfingst | WOHS |
| Art | \$732 | Nicole Krulik | WOHS |
| Art Honor Society | \$1,464 | Nicole Krulik | WOHS |
| Asian Culture Club | \$732 | Jennifer Studnick | WOHS |
| Asian Culture Club | \$732 | Sue Ellen Lian | WOHS |
| Athletic Trainers Club | \$1,464 | Eugene Palatianos | WOHS |
| Audio-Visual Aide | \$5,048 | Lauren GrofTisza | WOHS |
| Chess | \$732 | Ara Berberian | WOHS |
| Chess | \$732 | Eric Sternberg | WOHS |
| Chinese | \$1,093 | Yajing Li | WOHS |
| Chinese | \$1,093 | Yun Abernathy | WOHS |
| Chinese Honor Society | \$418 | Yajing Li | WOHS |
| Chinese Honor Society | \$418 | Yun Abernathy | WOHS |
| Class Advisor: Freshman Class of 2024 | \$1,093 | Heather Yates | WOHS |
| Class Advisor: Freshman Class of 2024 | \$1,093 | Allan Norville | WOHS |
| Class Advisor: Junior Class of 2022 | \$2,158 | Sean Devore | WOHS |
| Class Advisor: Junior Class of 2022 | \$2,158 | Brian Cohen | WOHS |
| Class Advisor: Senior Class of 2021 | \$2,158 | Lauren Feehan | WOHS |
| Class Advisor: Senior Class of 2021 | \$2,158 | Michelle Lawrence | WOHS |
| Class Advisor: Sophomore Class of 2023 | \$1,093 | Jacklyn Headlam | WOHS |
| Class Advisor: Sophomore Class of 2023 | \$1,093 | Teresa Harris | WOHS |
| Computer Coding (Video Game Designers) | \$1,464 | David Leach | WOHS |
| Drama | \$1,464 | Wendy Mapes | WOHS |
| English Honor Society (Esriptus) | \$1,464 | Molly Wachtel | WOHS |
| ESL | \$732 | Saira Azad | WOHS |
| ESL | \$732 | Kimberlee Rose | WOHS |
| Fall Drama: Assistant to Director | \$699 | Deb Coen | WOHS |
| Fall Drama: Director | \$5,241 | Wendy Mapes | WOHS |
| Fall Drama: Lights | \$727 | Lauren GrozTisza | WOHS |
| Fall Drama: Publicity | \$363 | Patricia Aldworth | WOHS |
| Fall Drama: Set Design | \$605 | Malary Demarco | WOHS |
| Fall Drama: Sound | \$745 | Nick VonHagel | WOHS |
| Fall Drama: Ticket Manager | \$332 | Beverly Tindall | WOHS |
| Family, Career & Community Leaders of America | \$732 | Jill Thompson | WOHS |
| Family, Career & Community Leaders of America | \$732 | Monica Merino | WOHS |
| Fight for Green (Environmental Club) | \$1,464 | Peter Ficuciello | WOHS |
| French Club | \$2,187 | Dana Peart | WOHS |
| French Honor Society | \$836 | Dana Peart | WOHS |
| Future Business Leaders of America | \$732 | Maria Frangos | WOHS |
| Future Business Leaders of America | \$732 | Anne Hanson | WOHS |

WOHS Co-Curricular Assignments 2020-2021**Account Code: 11.401.100.100.00.03.050**

| Club / Organization | Stipend | Advisor | Location |
|---|----------------|----------------------|-----------------|
| Future Educators of America | \$1,464 | Sharon Ortiz | WOHS |
| Gay Straight Alliance | \$712 | Simona Ascher | WOHS |
| Gay Straight Alliance | \$712 | Gail Bowsher | WOHS |
| Girl Up | \$1,464 | Elicia Baker | WOHS |
| Health Careers (HOSA) | \$1,464 | Catherine Connors | WOHS |
| Healthy Living | \$732 | Karen Green | WOHS |
| Healthy Living | \$732 | Rana Elkadi | WOHS |
| Interact | \$1,464 | Lori Bollotta | WOHS |
| Israeli Culture | \$0 | Miriam Pittinsky-OOD | WOHS |
| Israeli Culture | \$1,464 | Eric Sternberg | WOHS |
| Italian | \$1,093 | Rosanna Zamloot | WOHS |
| Italian | \$1,093 | Vincenza Amabile | WOHS |
| Italian Honor Society | \$418 | Rosanna Zamloot | WOHS |
| Italian Honor Society | \$418 | Vincenza Amabile | WOHS |
| Junior States of America | \$1,464 | Gregory Saul | WOHS |
| Literary Magazine (Cobblestone) | \$1,464 | Katie Baran | WOHS |
| Math Honor Society (Mu Alpha Theta) | \$1,464 | Jessica Nuzzi | WOHS |
| Math Team | \$2,187 | Lynne Steinberg | WOHS |
| Mock Trial | \$1,464 | Anthony Edelstein | WOHS |
| Mountaineer Auto Club | \$1,464 | Rudolph Petrella | WOHS |
| Music Honor Society - Tri M | \$1,464 | John Hellyer | WOHS |
| National Honor Society | \$732 | Gregory Saul | WOHS |
| National Honor Society | \$732 | Anna D'Elia | WOHS |
| Newspaper - The Pioneer | \$3,600 | Jennifer Dahl | WOHS |
| Photography | \$1,464 | Peter Ficuciello | WOHS |
| School Store Management Club | \$1,530 | Maria Frangos | WOHS |
| School Store Management Club | \$1,530 | Janelle Morales | WOHS |
| Science Honor Society | \$732 | Eric Sternberg | WOHS |
| Science Honor Society | \$732 | Peter Tourian | WOHS |
| Science Olympiad | \$732 | Shane Daiek | WOHS |
| Science Olympiad | \$732 | Michele Schultz | WOHS |
| Science Team | \$875 | Tagen Jacobus | WOHS |
| Science Team | \$1,312 | Michele Schultz | WOHS |
| Screenwriters' Society | \$2,187 | William Bradley | WOHS |
| Skills USA | \$1,464 | Cheryl Dunlap | WOHS |
| Social Studies Honor Society (Rho Kappa) | \$732 | Kimberlee Rose | WOHS |
| Social Studies Honor Society (Rho Kappa) | \$732 | Andrew Guglielmo | WOHS |
| Spanish | \$2,187 | Carlos Perez | WOHS |
| Spanish Honor Society | \$836 | Juan Roncero | WOHS |
| Student Council | \$2,524 | Catherine Connors | WOHS |
| Student Council | \$2,524 | Katherine Garcia | WOHS |
| Technology Students Association | \$732 | Max Grossman | WOHS |
| Technology Students Association | \$732 | Rudolph Petrella | WOHS |
| The Collegiate Institute Coordinator: TCI | \$4,331 | Patricia Aldworth | WOHS |
| Thespians Honor Society | \$1,464 | Wendy Mapes | WOHS |
| Three Dimensional Printing Club | \$1,464 | Cindy Celi | WOHS |

WOHS Co-Curricular Assignments 2020-2021**Account Code: 11.401.100.100.00.03.050**

| Club / Organization | Stipend | Advisor | Location |
|----------------------------|----------------|--------------------|-----------------|
| Unity | \$1,464 | David Sehr | WOHS |
| Yearbook | \$647 | Megan Kiczek | WOHS |
| Yearbook | \$3,669 | Jennifer Studnicky | WOHS |

SIDEBAR AGREEMENT

**RE: JOANNE DUNCAN
MONTHLY STIPEND FOR ASSUMING RESPONSIBILITIES
OF HS FINANCIAL SECRETARY**

This Agreement is made this _____ day of August, 2020, between the West Orange Board of Education (BOE) and the West Orange Education Association (WOEA) and modifies the existing (expired, but controlling) Collective Bargaining Agreement (CBA) between the parties to permit flexibility that both parties deem beneficial; and

WHEREAS there is a vacancy in the position of High School Financial Administrative Assistant (HSFAA); and

WHEREAS the terms of the CBA provide the HSFAA with a salary equal to 1.05 times the normal guide salary; and

WHEREAS current High School Administrative Assistant Joanne Duncan (Duncan) wishes on a temporary basis to remain in her current position and continue with its responsibilities, but to additionally take on the responsibilities of the HSFAA; and

WHEREAS the BOE wishes for Duncan, on a temporary basis, to take on these same responsibilities;

NOW, THEREFORE, it is AGREED as follows:

1. Effective _____, Duncan will take (or has already taken) on, in addition to her current job responsibilities, the responsibilities of the HSFAA; and
2. In consideration of this additional workload, the BOE shall compensate Duncan with a stipend of \$1,250 per month, in addition to her current compensation, but shall not pay Duncan the augmented salary described above (she shall receive her regular salary plus the stipend, but shall not receive 1.05 times her guide salary); and
3. If at any point, either Duncan or the BOE shall become unsatisfied with this arrangement, it may be terminated on demand of either party, in which case Duncan would then no longer have the responsibilities of the HSFAA position, but shall instead continue with her job responsibilities as they existed prior to this arrangement, and, if this arrangement is terminated by the BOE mid-month, the monthly stipend shall be paid notwithstanding the termination, and if terminated by Duncan mid-month, the pro-rata portion of the stipend due to Duncan for that month shall be forfeited; and
4. Nothing herein is intended to or shall have the effect of altering any other term of the CBA in any manner, including the future entitlement of one serving as HSFAA to the augmented salary described in the CBA; and
5. Nothing herein shall prevent Duncan from applying for the HSFAA position in the future if this arrangement is terminated by either party.

WEST ORANGE BOARD OF EDUCATION

WEST ORANGE EDUCATION ASSOC

BY: _____
J. Scott Cascone, Superintendent

BY: _____
Mark C. Maniscalco, President

**Transfers for Certificated Staff
2020-2021**

| Employee Being Transferred within the District (Building to Building) | From | | To | | Effective Date of Transfer | Voluntary/ Involuntary | Employee Contacted Date |
|--|--|-------------------|--|-------------------|----------------------------|---------------------------|-------------------------|
| | Location | Grade/ Subject | Location | Grade/ Subject | | | |
| DiCosmo, Maryann School Psychologist | BMELC (1.0) 11.100.219.104.00.08.300 | CST | BMELC (0.9) 11.100.219.104.00.08.300 Washington (0.1) 11.000.219.104.00.15.180 | CST | 09/01/20 | Involuntary | 08/24/20 |
| Negasi, Miriam School Psychologist | Out-of-District (1.0) 11.000.219.104.00.18.000 | CST | Out-of-District (0.7) 11.000.219.104.00.18.000 BMELC (0.3) 11.100.219.104.00.08.300 | CST | 09/01/20 | Involuntary | 08/24/20 |
| Tillis, Meryl School Psychologist | BMELC (1.0) 11.000.219.104.00.08.300 | CST | BMELC (0.7) 11.000.219.104.00.08.300 Washington (0.3) 11.000.219.104.00.15.180 | CST | 09/01/20 | Involuntary | 08/24/20 |
| Hoffman, Jill Speech Therapist | BMELC (0.4) 11.000.216.100.00.08.300 St. Cloud (0.6) 11.000.216.100.00.14.170 | CST | St. Cloud (0.6) 11.000.216.100.00.14.170 Washington (0.4) 11.000.216.100.00.15.180 | CST | 09/01/20 | Involuntary | 08/24/20 |
| Kelly, Kathleen Speech Therapist | BMELC (0.4) 11.000.216.100.00.08.300 Gregory (0.6) 11.000.216.100.00.09.120 | CST | BMELC (0.2) 11.000.216.100.00.08.300 Gregory (0.8) 11.000.216.100.00.09.120 | CST | 09/01/20 | Involuntary | 08/24/20 |

**Transfers for Certificated Staff
2020-2021**

| Employee Being Transferred within the District (Building to Building) | From | | To | | Effective Date of Transfer | Voluntary/ Involuntary | Employee Contacted Date |
|--|--|-------------------|--|-------------------|----------------------------|---------------------------|-------------------------|
| | Location | Grade/ Subject | Location | Grade/ Subject | | | |
| Hedlund, Katherine School Occupational Therapist | BMELC (0.8) 11.000.216.100.00.08.300 | CST | BMELC (0.2) 11.000.216.100.00.08.300 | CST | 09/01/20 | Involuntary | 08/24/20 |
| | Washington (0.2) 11.000.216.100.00.15.180 | | Washington (0.8) 11.000.216.100.00.15.180 | | | | |
| Grushko, Yelena School Psychologist | Hazel (0.4) 11.000.219.104.00.10.130 | CST | Hazel (0.6) 11.000.219.104.00.10.130 | CST | 09/01/20 | Involuntary | 08/24/20 |
| | Liberty (0.6) 11.000.219.104.00.05.135 | | Liberty (0.4) 11.000.219.104.00.05.135 | | | | |
| Alexander, Devin School Social Worker | Roosevelt (1.0) 11.000.219.104.00.06.090 | CST | Roosevelt (0.8) 11.000.219.104.00.06.090 | CST | 09/01/20 | Involuntary | 08/24/20 |
| | St. Cloud (0.2) 11.000.219.104.00.14.170 | | St. Cloud (0.2) 11.000.219.104.00.14.170 | | | | |
| Dorrity, Jacqueline School Occupational Therapist | Gregory (0.4) 11.000.216.100.00.09.120 | CST | Gregory (0.6) 11.000.216.100.00.09.120 | CST | 09/01/20 | Involuntary | 08/24/20 |
| | Hazel (0.1) 11.000.216.100.00.10.130 | | Hazel (0.2) 11.000.216.100.00.10.130 | | | | |
| | Kelly (0.1) 11.000.216.100.00.12.150 | | St. Cloud (0.2) 11.000.216.100.00.14.170 | | | | |
| | St. Cloud (0.4) 11.000.216.100.00.14.170 | | | | | | |

**Transfers for Certificated Staff
2020-2021**

| Employee Being Transferred within the District (Building to Building) | From | | To | | Effective Date of Transfer | Voluntary/ Involuntary | Employee Contacted Date |
|--|--|-------------------|--|-------------------|----------------------------|---------------------------|-------------------------|
| | Location | Grade/ Subject | Location | Grade/ Subject | | | |
| Lattimer, Christine LDTC | Kelly 11.000.219.104.00.12.150 | CST | WOHS 11.000.219.104.00.03.050 | CST | 09/01/20 | Voluntary | 08/24/20 |
| Dalle-Molle, Nicole School Psychologist | Kelly 11.000.219.104.00.12.150 | CST | BMELC (0.3) 11.000.219.104.00.08.300 Kelly (0.7) 11.000.219.104.00.12.150 | CST | 09/01/20 | Voluntary | 8/27/20 |
| Khordos, Jessica School Psychologist | BMELC (0.3) 11.000.219.104.00.08.300 Kelly (0.7) 11.000.219.104.00.12.150 | CST | Kelly 11.000.219.104.00.12.150 | CST | 09/01/20 | Voluntary | 8/27/20 |
| Catherine Solino | WOHS 11.140.100.101.00.25.050 | Music | Liberty (0.5) 11.130.100.101.00.25.135 Roosevelt (0.5) 11.130.100.101.00.25.090 | Music | 09/01/20 | Involuntary | 5/13/20 |

Transfers for Non-Certificated Staff
Effective September 1, 2020

| Employee Being Transferred within the District (Building to Building) | From | | To | | Effective Date of Transfer | Voluntary/ Involuntary | Employee Contacted Date |
|--|---------------------------------------|-------------------|--|-------------------|----------------------------|---------------------------|-------------------------|
| | Location | Grade/ Subject | Location | Grade/ Subject | | | |
| White, Sandra | Liberty 11.213.100.106.00.05.135 | Para | WOHS 11.213.100.106.00.03.050 | Para | 09/01/20 | Involuntary | 08/10/20 |
| Cabral-Fogarty, Sara | Roosevelt 11.213.100.106.00.06.090 | Para | Liberty 11.213.100.106.00.05.135 | Para | 09/01/20 | Involuntary | 08/19/20 |
| Arenas, Carlos | Roosevelt 11.213.100.106.00.06.090 | Para | Mt. Pleasant 11.213.100.106.00.11.140 | Para | 09/01/20 | Involuntary | 08/19/20 |
| Moore, Julia | St. Cloud 11.213.100.106.00.14.170 | Para | Kelly 11.204.100.106.00.12.150 | Para | 09/01/20 | Involuntary | 08/13/20 |
| Talbot, William | Redwood 11.213.100.106.00.13.160 | Para | Gregory 11.213.100.106.00.09.120 | Para | 09/01/20 | Involuntary | 08/13/20 |
| Corrado, Jaclyn | St. Cloud 11.213.100.106.00.14.170 | Para | Kelly 11.204.100.106.00.12.150 | Para | 09/01/20 | Involuntary | 08/13/20 |
| Alston, Lisa | BMELC 11.216.100.106.00.08.300 | Para | Hazel 11.213.100.106.00.10.130 | Para | 09/01/20 | Involuntary | 08/10/20 |
| Ceus, Darlene | BMELC 11.216.100.106.00.08.300 | Para | Mt. Pleasant 11.213.100.106.00.11.140 | Para | 09/01/20 | Involuntary | 08/19/20 |
| Cottle, Courtney | BMELC 11.216.100.106.00.08.300 | Para | Mt. Pleasant 11.213.100.106.00.11.140 | Para | 09/01/20 | Involuntary | 08/19/20 |
| Corvelli, Mary | WOHS 11.213.100.106.00.03.050 | Para | Liberty 11.213.100.106.00.05.135 | Para | 09/01/20 | Involuntary | 08/13/20 |

Transfers for Non-Certificated Staff
Effective September 1, 2020

| Employee Being Transferred within the District (Building to Building) | From | | To | | Effective Date of Transfer | Voluntary/ Involuntary | Employee Contacted Date |
|--|-----------------------------------|-------------------|-------------------------------------|-------------------|----------------------------|---------------------------|-------------------------|
| | Location | Grade/ Subject | Location | Grade/ Subject | | | |
| Rossi, Joann | BMELC 11.216.100.106.00.08.300 | Para | Gregory 11.213.100.106.00.09.120 | Para | 09/01/20 | Involuntary | 08/11/20 |

CONTRACT OF EMPLOYMENT

This Agreement, made this 31st day of August 2020, between the West Orange Board of Education in Essex County (hereinafter "the Board") with offices located at 179 Eagle Rock Avenue West Orange, New Jersey 07052 and Dr. J. Scott Cascone (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;

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a 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 J. Scott Cascone as Superintendent of Schools for the period of July 11, 2019 (or as soon thereafter as he can be released from his current employment) through 11:59 p.m. June 30, 2023. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable laws and regulations.

ARTICLE II

CERTIFICATION: The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

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. The Superintendent will

provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (Attached as Exhibit B.)

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, (attached as Exhibit C).
- B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board. 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. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for two (2) or more days in any week through its personnel office.
- C. 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 his to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.
- D. 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.
- E. 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.
- F. 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 duties.
- G. 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.

- H. 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 shall attend all regular and special meetings of the Board, (except where a Rice notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.
- I. 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.
- J. 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.

ARTICLE IV

SALARY AND BENEFITS:

- A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

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

a. Salary. The Board shall pay the Superintendent an annual salary of One Hundred Ninety Thousand Six Hundred Twenty Five dollars (\$190,625.00) for each of the years of this agreement, which includes a Five Thousand Dollar (\$5,000.00) additional high school salary increment pursuant to N.J.A.C. 6A:23A-3.1(e)(2) (the 2019-2020 salary shall be pro-rated based on the official start date for the 2019-2020 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified administrators.

b. The Superintendent's salary for any term of this Contract shall not be reduced during the term of this agreement except in accordance with N.J.S.A. 18A:17-20.2.

2. Notwithstanding the foregoing, no salary increase of any kind will take effect on midnight July 1, 2023 (the final day of this Contract) unless the parties have agreed to a contract extension and that extension has been approved by the Essex County Executive County Superintendent. The terms of the extension will govern all increases to take effect

after July 1, 2023. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of P.L.2007, c. 53, The School District Accountability Act and N.J.A.C. 6A:23A-3.1, et seq.

B. Sick leave. The Superintendent shall receive twelve sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon retirement and notice to the Board, unused sick days will be reimbursed, at the rate of 1/260 of the Superintendent's then-existing annual salary up to a maximum of \$15,000.00. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such compensation shall be payable only at the time of retirement from a state or locally administered retirement system, and shall be based on accrued but unused sick leave credited on the date of retirement. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

1. The Board shall provide the Superintendent with an initial sick leave bank of Twenty-four (24) days. The Superintendent shall be permitted to utilize the days in the bank only after he has exhausted any earned sick leave. The number of days in the sick leave bank shall be reduced annually by the number of accumulated but unused days remaining at the end of each school year. Any sick leave days remaining in the initial sick leave bank shall not be eligible for reimbursement upon retirement.

C. Professional Development and Membership.

1. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Essex County Administrators Association and/or other organizations deemed important by the Superintendent and the Board within the limit set in the annual budget, not to exceed \$3,000.00.
2. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences and similar expenses which he may incur while discharging the duties of Superintendent in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations. (N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, including OMB circulars and with board policy, and shall not exceed \$1500.00 annually.
3. The Superintendent shall be entitled to attend the annual NJSBA/NJASA/NJASBO Workshop and Convention and the annual conference of the NJASA. Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations, OMB circulars and Board policies which amount shall not exceed \$2,000.00 annually.
4. The Superintendent shall attend the School Administrator's Residency Program/New Superintendents' Academy (SARP) at district expense.

Reimbursement or payment for such expenses shall be made in accordance with P.L. 2007, c. 53, the School District Accountability Act and affiliated regulations, OMB circulars and Board policies which amount shall not exceed \$2,000.00 annually.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set by the annual school budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage provided by the Board to its professional administrative staff. This coverage shall include Medical, Prescription, and Dental. The Superintendent shall pay the premium costs for all such coverages at the Tier IV rates set forth in Chapter 78, P.L. 2011 and implementing regulations. Such limitation shall in no way link this Contract with any agreement collectively negotiated with district employees. The premium shall be paid by the Superintendent through payroll deductions.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of Twenty-Two (22) working days per year. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract. During the first year of employment (2019-2020 school year), the Superintendent can only take up to five (5) vacation days during July and August, 2019, with prior notice to the Board President.
2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. School vacations do not constitute time off for the Superintendent, unless he uses his leave time. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Personnel Director.
3. The Board encourages the Superintendent to take his full vacation allotment each year; however, not more than five (5) vacation days may be carried over by the Superintendent from school year to school year. All days carried over must be used in the next year, or those days not taken will be forfeited. In the event of retirement, all unused vacation days shall be paid at the Superintendent's per diem rate (1/260) up to a maximum of 27 (22 + 5).
4. In the event that the Superintendent's Contract is terminated prior to its expiration, unused vacation time shall be paid on a pro-rated. In the event this Contract is not renewed, earned but unused vacation time will be paid at the Superintendent's daily rate of pay, based upon a 260-day work year, following his last day of employment. However, at the Board's discretion, should termination or non-renewal occur, the Board reserves the right to require the Superintendent to

use his full vacation entitlement.

- G. Holiday Leave. The Superintendent shall be entitled to eighteen (18) holidays granted to other administrators in the district.
- F. Personal Leave. The Superintendent shall be entitled to three (3) personal days, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with prior notice to the Board President. As much advance notice as possible will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Personal days are non-cumulative and non-reimbursable.
- G. Mileage Reimbursement. The Superintendent shall be paid an allowance of \$200 per month as reimbursement for use of his vehicle in performance of his duties. There will be no additional reimbursement of mileage allowance paid, except for travel outside of New Jersey.
- H. Equipment. The Superintendent shall, at his option, be provided a cell phone or paid a reasonable allowance of \$50.00 per month as reimbursement for use of his cell phone in performance of his duties. The Superintendent shall be entitled to a new computer and tablet that shall remain the property of the West Orange Board of Education. Such equipment shall be compliant with district telecommunications and other platforms to insure efficiencies.
- I. Attendance Record. The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon his return to the district in the event of an unplanned absence, with the Board Secretary [or with the designated staff member in charge of maintaining district attendance records] each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.
- J. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

ARTICLE V

ANNUAL EVALUATION

- A. 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. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the Superintendent's personnel file upon the Superintendent's request. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

- B. Within sixty (60) 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. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.
- C. The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

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 ninety (90) calendar days prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or
 6. misrepresentation of employment history, educational credentials, professional credentials, or criminal background.
- 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.
- D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days' written notice to the Board, filed with the Board Secretary, of his intention to resign.
- 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, in accordance with N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, 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 (3) months' salary times the number of years remaining on this Contract or the remaining salary due to completion of this Contract, not to exceed twelve (12) months, 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 any such employment shall be deducted from the payments made to the Superintendent by the Board.

ARTICLE VII

RENEWAL - NON RENEWAL

Upon consent of the parties and prior approval of the Executive County Superintendent, this Employment Contract shall automatically renew for a term of three (4) calendar years, expiring July 1, 2027 unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law;
- B. the Board notifies the Superintendent in writing, prior to March 1, 2023, that he will not be reappointed at the end of the current term, in which case his employment as Superintendent 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 Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force.

ARTICLE X

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 _____ Date: _____
Dr. J. Scott Cascone

WITNESS: _____

BOARD OF EDUCATION OF THE WEST ORANGE SCHOOL DISTRICT

PRESIDENT _____ Date: _____
Ken Alper

WITNESS: _____

Student Teaching / Practicum 2020-2021**8.31.20**

| Student Teacher Candidate | Affiliated University | Effective Dates |
|----------------------------------|------------------------------|------------------------|
| Eddie Mann | Drew University | 9/9/20 - 6/18/21 |