

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting November 16, 2020
6:30 P.M. Executive Session
7:30 P.M. Public Session
Virtual
Revised 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, 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 three (3) 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, November 16, 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: Settlement Agreement Student #2910114.

■ "(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: Candidate for Buildings and Grounds Director; Candidate for Business Administrator/Board Secretary.

☐ "(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 October 26 and November 4, 2020 (Att. #1)

VII. STUDENT LIAISON REPORT

VIII. SUPERINTENDENT/ BOARD REPORTS

- A. Dr. Joanne Pollara
- B. Winter Virtual Update

IX. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS

X. SECOND READING/ADOPTION OF THE FOLLOWING BOARD POLICY / BYLAW:
Bylaw 0164.06 Remote Public Board Meeting During A Declared Emergency (Att. #2)

XI. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations / Retirements

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

Name	Location	Position	Reason	Effective Date
Maria Osorio	Washington	Lunch Aide	Resignation	11/4/20

2. Rescissions

- a. Superintendent recommends approval to the Board of Education for the following rescission(s). The staff members below have requested their previously approved Leaves of Absence be rescinded based upon the postponement of in-person instruction:

Name	Location / Position	Effective Date
Joyce Andreula	Kelly Special Education	11/9/20
William Bradley	WOHS Social Studies	11/8/20
Kimberly Covington	Edison Science	11/9/20

Li da Graca	WOHS Science	11/5/20
Jane Horwitz	Liberty Social Studies	11/9/20
Donna Pfarr	Kelly Paraprofessional	11/10/20
Diane Phelan	Kelly Special Education	11/8/20
Lisa Okyle	Kelly Paraprofessional	11/4/20
Alice Wigler	Kelly Paraprofessional	11/9/20

3. Appointments

- a. 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
Dominic DeVitto	WOHS	Social Studies Leave Replacement	Villavechia	MA	3	\$61,594 prorated	11-140-100-101-00-29-050	11/23/20 - 5/28/21

- 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
Nafisa Aly Ahmed	WOHS	Paraprofessional	M. Mondalto	BA	7	\$32,403 prorated	TBD	11/17/20 - 6/30/21
Michael Cimmino	Central Office	Director of Buildings & Grounds	Csigi	N/A	N/A	\$130,000 prorated	11.000.262.110.00.61.000	2/1/21 - 6/30/21
Donald Massey, Jr.	.5 BMELC / .5 Washington	Custodian Mid-shift	Cummings reassigned	Custodian	3	\$37,085 include shift differential of \$285 prorated	11.000.262.110.00.08.300 11.000.262.110.00.15.180	11/17/20 - 6/30/21

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

Name	Location	Position	Guide	Step	Salary/ Rate of Pay	Account Code	Effective Dates
Jesse Aporta	WOHS	English Leave Replacement-Biddle	MA+45	12	\$70.56 per diem	11.140.100.101.00.34.050	11/9/20 - 12/18/20
Elicia Baker	WOHS	English Leave Replacement-Biddle	MA+45	11	\$69.31 per diem	11.140.100.101.00.34.050	11/9/20 - 12/18/20
Craig Champagne	WOHS	English Leave Replacement-Biddle	MA+45	16	\$95.14 per diem	11.140.100.101.00.34.050	11/9/20 - 12/18/20

Jennifer Dahl	WOHS	English Leave Replacement-Biddle	MA+30	17	\$99.90 per diem	11.140.100.101.00.34.050	11/9/20 - 12/18/20
Briana Moghadamniya	WOHS	English Leave Replacement-Biddle	BA	3	\$51.96 per diem	11.140.100.101.00.34.050	11/9/20 - 12/18/20
Jennifer Cataldo	Roosevelt	Mathematics Vacancy Marcus reassignment	MA+15	17	\$100.26 per diem	11.230.100.101.00.06.090	11/23/20 - until filled
Nicole Eoon	Roosevelt	Mathematics Leave Replacement-Meleiro	MA+30	8	\$65.56 per diem	11.213.100.101.00.06.090	11/9/20 - until filled
Lauren Peacock	Roosevelt	Mathematics Leave Replacement-Meleiro	MA	15	\$76.04 per diem	11.130.100.101.00.36.090	11/9/20 - until filled
Lisa Rocha	Roosevelt	Mathematics Leave Replacement-Meleiro	BA+30	17	\$96.07 per diem	11.130.100.101.00.36.090	11/9/20 - until filled
Julian Rodriguez	Roosevelt	Special Education Leave Replacement-Meleiro	BA	5	\$52.71 per diem	11.213.100.101.00.06.090	11/9/20 - until filled

- d. Superintendent recommends approval to the Board of Education of the following amended 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
Brandi Brennan	Washington	Title IA	20.230.100.101.00.15.180	\$66,992	\$49,239 amended

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

Name	Location	Position	Stipend	Account Code	Effective Dates
Lisa Rodino	Washington	Science Club amended	\$500	11.401.100.100.00.15.180	2020-2021
Craig Sanphy	Liberty	Chamber Chorus	\$1,464 prorated	11.401.100.100.00.05.135	12/1/20 - 6/30/21
Catherine Solino	Liberty	Select Strings	\$1,464 prorated	11.401.100.100.00.05.135	12/1/20 - 6/30/21

- f. 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
Virginia Odom	CE	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
Isabel Kennedy Maternity	WOHS Physics	1/25/21 - 3/9/21	N/A	3/10/21 - 6/4/21	6/7/21

- 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
Michelle Brown Maternity	WOHS Paraprofessional	4/5/21 - 4/22/21	4/23/21 - 6/30/21	N/A	9/1/21
Gail McCullough Medical	Transportation Administrative Assistant	7/1/20 - 1/1/21 amended	N/A	N/A	1/4/21 amended
Sandra Stein Medical	WOHS Clerical Aide	9/1/20 - 10/19/20 a.m. only	10/19/20 p.m. only - 12/3/20 amended	N/A	12/4/20 amended

5. Transfer(s):

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

Name	From	Account Code	Position	To	Account Code	Position	Effective Date
Elsa Batista Voluntary	.4 Gregory / .3 Hazel / .3 Mt. Pleasant	11.120.100.101.00.20.120 11.120.100.101.00.20.130 11.120.100.101.00.20.140	Spanish	.4 Gregory / .3 Mt. Pleasant / .3 Washington	11.120.100.101.00.20.120 11.120.100.101.00.20.140 11.120.100.101.00.20.180	Spanish	11/9/20
Maria Ganduglia Pirovano Voluntary	.6 Washington / .4 Redwood	11.120.100.101.00.20.180 11.120.100.101.00.20.160	Spanish	.4 Washington / .3 Hazel / .3 Redwood	11.120.100.101.00.20.180 11.120.100.101.00.20.130 11.120.100.101.00.20.160	Spanish	11/9/20
Wendy Paul Voluntary	.7 Kelly/ .3 St. Cloud	11.120.100.101.00.20.150 11.120.100.101.00.20.170	Spanish	.4 Kelly / .3 St. Cloud / .3 Washington	11.120.100.101.00.20.150 11.120.100.101.00.20.170 11.120.100.101.00.20.180	Spanish	11/9/20

6. Superintendent recommends approval to the Board of Education for the following job description(s): (Att. #3)

Job Description	New	Revised From
Director of School Counseling/Pupil Services		Executive Director of Guidance Services
	Executive Director of Special Services	

7. Superintendent recommends approval to the Board of Education for the following revised District Organizational Chart. (Att. #4)
8. Recommend approval of an employment contract for Tonya Flowers, Business Administrator and Board Secretary from January 17, 2021 to June 30, 2021. The Executive County Superintendent reviewed and approved the contract on November 13, 2020. (Att. #4A)

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of Applications for School Business requests. (Att. #5)
2. Recommend approval for student teaching for the 2020-2021 school year (Att. #6)

3. Recommend approval of the following new course proposals for 2021-2022:

New Course	Department	Grade(s)
Supply Chain Management: Level 2	Career Education	9-12
Supply Chain Management: Level 3	Career Education	10-12

4. Recommend approval of the following textbook adoption requests:

- Fundamentals of Supply Chain Management - A Practitioner's Perspective

5. Recommend approval of the following course name change for 2021-2022:

New Course Name	Former Course Name	Department	Grade(s)
Honors Introduction to Philosophy	Honors Modern Shaping Western Thought	Social Studies	12

C. FINANCE

a.) Special Services

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

Student #	Placement	Tuition	Budgeted/Unbudgeted
2706092	Burlington County Special Services	1:1 Aide: \$40,290.00	Budgeted

b.) Business Office

- Recommend approval of the 11/16/2020 Bills List:

Payroll/Benefits	\$14,030,697.26
Transportation	\$ 409,871.70
Tuition (Spec. Ed./Charter)	\$ 796,347.20
Instruction	\$ 208,720.15
Facilities/Security	\$ 278,104.18
Capital Outlay	\$ 22,850.95
Grants	\$ 346,324.42
Food Service	\$ 115,387.64
Debt Service	\$ 2,522,090.63
Support Svcs/Co-Curricular/Athletics/Misc.	<u>\$ 136,730.05</u>
	\$18,867,124.18

- Recommend acceptance of the following donations/awards:

Donor	Recipient	Donation
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The Petrucci Family Foundation, Inc.	WOHS Football Team	\$5,000
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3. Recommend approval of Settlement Agreement between the parents of Student #2910114 and the West Orange Board of Education.
4. Recommend approval of Interlocal Services Agreement between the Township of West Orange and the West Orange Board of Education for the improvement of the High School baseball field for an estimated total cost of \$200,000 to be divided evenly by the District and the Township. (Att. #7)
5. Recommend submission of amended Individuals with Disabilities Education Act (IDEA) Consolidated Grant for fiscal year 2021 in the total amount of \$2,161,286. Amended application includes FY2020 Carryover Funds for Basic in the amount of \$323,928.

Basic	
Public	\$1,768,569
Non Public	\$323,928
Total	\$2,092,497

Preschool	
Public	\$68,789
Non Public	\$0
Total	\$68,789

6. Recommend submission of the amended Every Student Succeeds Act (ESSA/ESEA) Consolidated Grant Application inclusive of Titles IA, I SIA, IIA, III, III Immigrant and IVA for Fiscal Year 2021 in the amount of \$1,409,293, including FY2020 Carryover Funds of \$141,409, and acceptance of the grant award of these funds upon subsequent approval of the FY2021 ESSA/ESEA Amended Grant Application.

	Public	Nonpublic	Total
Title IA	\$966,934		\$966,934
Title I SIA	\$11,300		\$11,300
Title IIA	\$209,524	\$48,862	\$258,386
Title III	\$57,481		\$57,481
Title III Immigrant	\$14,517		\$14,517
Title IVA	\$81,637	\$19,038	\$100,675

D. MISCELLANEOUS

1. Recommendation to approve *A Uniform State Memorandum of Agreement Between Education and Law Enforcement Officials 2020-2021*.

E. REPORTS

1. Harassment, Intimidation and Bullying

“Whereas, pursuant to Board Policy and the requirements of N.J.S.A. 18A:37-17(b)(6)(c), at its meeting on October 26, 2020, the Superintendent reported HIB Incident Number(s) 001 to the Board; and

Whereas, on October 29, 2020 the parents and/or guardians of the students who are parties to the investigation received information about the investigation pursuant to N.J.S.A. 18A:37-17(b)(6)(d); and

Now, therefore, be it Resolved that the Board affirms the decision of the Superintendent concerning HIB Incident Number(s) 001 for the 2020-2021 school year for the reasons conveyed to the Board.”

XII. PETITIONS AND HEARINGS OF CITIZENS

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

XIV. NEXT BOARD MEETING to be held at 7:30 p.m. on December 7, 2020 virtually.

XV. 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.

XVI. ADJOURNMENT

0164.6 REMOTE PUBLIC BOARD MEETINGS DURING A DECLARED EMERGENCY

A. Purpose – N.J.A.C. 5:39-1.1

1. The purpose of N.J.A.C. 5:39-1.1 et seq. and Bylaw 0164.6 is to ensure a Board of Education can conduct official public business in an open and transparent manner whenever a declared emergency requires a local public body to conduct a public meeting without physical attendance by members of the public.
2. Nothing in N.J.A.C. 5:39-1.1 et seq. prevents a local public body from holding a remote public meeting under such other circumstances as may be permitted by the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq.

B. Definitions – N.J.A.C. 5:39-1.2

For the purpose of this Bylaw and in accordance with N.J.A.C. 5:39-1.2, the following words and terms have the following meanings, unless the context clearly indicates otherwise:

"Adequate notice" shall have the same definition as at N.J.S.A. 10:4-8; however, for the purpose of N.J.A.C. 5:39-1.1 et seq., and to the extent not otherwise set forth at N.J.S.A. 10:4-8, the notice transmitted to at least two newspapers for publication may occur through electronic mail or other electronic means that is accepted or requested by the newspaper.

"Annual notice" means a schedule of regular meetings of the public body to be held in the succeeding year noticed pursuant to N.J.S.A. 10:4-8 and 10:4-18. For the purpose of N.J.A.C. 5:39-1.1 et seq., the annual notice may be transmitted through electronic mail to newspapers and persons requesting an annual notice pursuant to N.J.S.A. 10:4-18. If the declared emergency prevents the local public body from mailing an annual notice to individuals requesting notice pursuant to N.J.S.A. 10:4-18, it shall be mailed to individuals for whom the local public body does not have an electronic mail account as soon as practicable.

"Board" or "Board of Education" means a Board of Education as defined as a "local public body" or "public body" as per N.J.A.C. 5:39-1.2.



"Declared emergency" means a public health emergency, pursuant to the Emergency Health Powers Act, P.L. 2005, c. 222 (N.J.S.A. 26:13-1 et seq.), or a state of emergency, pursuant to P.L. 1942, c. 251 (N.J.S.A. App.A.9-33 et seq.), or both, or a state of local disaster emergency that has been declared by the Governor and is in effect.

"Electronic notice" means advance notice available to the public via electronic transmission of at least forty eight hours, giving the time, date, location, and, to the extent known, the agenda of any regular, special, or rescheduled meeting, which shall accurately state whether formal action may or may not be taken at such meeting.

"Internet" means the international computer network of both Federal and non-Federal interoperable packet switched data networks.

"Live streaming" means the live audio and video transmission of a remote public meeting over the Internet.

"Local public body" means any "public body," as that term is defined in N.J.S.A. 10:4-8, with territorial jurisdiction equal to or less than a county. This term shall include Boards of Education, counties, municipalities, boards and commissions created by one or more counties or municipalities, and any authorities subject to N.J.S.A. 40A:5A-1 et seq., including fire districts and other special districts, along with joint meetings or regional service agencies as defined in N.J.S.A. 40A:65-3.

"Public business" means and includes all matters which relate in any way, directly or indirectly, to the performance of the public body's functions or the conduct of its business.

"Public meeting" means and includes any gathering whether corporeal or by means of communication equipment which is attended by, or open to, all of the members of a public body, held with the intent, on the part of the members of the body present, to discuss or act as a unit upon the specific public business of that body. Meeting does mean or include any such gathering (1) attended by less than an effective majority of the members of a public body, or (2) attended by or open to all the members of three or more similar public bodies at a convention or similar gathering.

"Remote public meeting" means a public meeting that is conducted by any means of electronic communication equipment permitted pursuant to N.J.A.C. 5:39-1.1 et seq.



- C. Circumstances Under Which a Board of Education May Hold a Remote Public Meeting During a Declared Emergency for Conducting Public Business – N.J.A.C. 5:39-1.3
1. In addition to any circumstances under which public meetings held by means of communication equipment may be authorized pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-1 et seq., the Board may hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents the Board from safely conducting public business at a physical location with members of the public present.
 2. If, during a declared emergency, the Board holds a physical meeting in a location where, pursuant to State and/or Federal guidelines meant to mitigate the risk of a contagious infection, the declared emergency necessitates capacity restrictions reducing the number of individuals that can be present in the meeting room to an amount below that reasonably expected for the public meeting by the Board, the Board must either hold the public meeting at another location with adequate capacity for the reasonably expected attendance by the public or hold the public meeting as both an in-person meeting and a remote public meeting.
 - a. As set forth at N.J.A.C. 5:39-1.4(c), no in-person meeting shall proceed if the room capacity does not permit any member of the public to attend.
 3. Nothing in N.J.A.C. 5:39-1.3 shall be interpreted to prevent the Board from broadcasting the audio and/or video of, or taking remote public comment during, a public meeting that the public can physically attend without being subject to public health-related capacity restrictions.
- D. Minimum Technological and Procedural Requirements for Remote Public Meetings Necessitated by a Declared Emergency – N.J.A.C. 5:39-1.4
1. If a declared emergency requires the Board to hold a remote public meeting to conduct public business, the Board shall use an electronic communications technology that is routinely used in academic, business, and professional settings, and can be accessed by the public at no cost.
 - a. Participant capacity on the selected platform should be consistent with the reasonable expectation of the public body for public meetings of the type being held and shall not be limited to fewer than fifty public participants (beyond those persons required to conduct business at the meeting).



BYLAWS

WEST ORANGE BOARD OF EDUCATION

BYLAWS

0164.6/page 4 of 11

Remote Public Board Meetings
During a Declared Emergency

2. Remote public meetings may be held by means including, but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio, and Internet-accessible technology, such as live-streaming.
 - a. If an electronic communications platform or Internet-accessible technology is being utilized for a remote public meeting, a telephonic conference line shall also be provided to allow members of the public to dial-in by telephone to listen and provide public comment as otherwise required by law.
 - b. The Board shall require members of the public to state, prior to providing public comment, whether they wish to speak and to identify themselves prior to speaking.
3. The Board shall provide the public with similar access to a remote public meeting as members of the Board, staff of the Board, and any individuals seeking one or more approvals from the Board.
 - a. If a remote public meeting is held by audio and video, the public shall also have the opportunity to participate in the meeting in both audio and video capacities.
 - b. The Board meeting held in-person shall not prohibit members of the public from attending in-person.
4. Any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as by audio.
 - a. All individuals giving sworn testimony at a remote public meeting shall appear by video in addition to audio.
5. Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending the Board meeting shall be made visible on a video broadcast of the remote public meeting or made available on the Internet website or webpage of the entity governed by the Board, or the Internet website or webpage of the entity responsible for appointing the members of the Board.



BYLAWS

WEST ORANGE BOARD OF EDUCATION

BYLAWS

0164.6/page 5 of 11

Remote Public Board Meetings
During a Declared Emergency

- a. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or near the posting of the meeting notice, both on the website and at the building where the meeting would otherwise be held.
 - b. If the Board does not have its own website, such documents shall be available upon request ahead of the meeting and provided through an official social media account if one exists.
6. The Board holding a remote public meeting shall allow members of the public to make public comment by audio, or by audio and video, if the remote public meeting is held over both audio and video, during the meeting.
 - a. The Board shall impose a reasonable time limit, where permitted by law, of three minutes on individual public comments and the same limits shall be placed on the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board may pass over duplicate written comments; however, each duplicate comment shall be noted for the record with the content summarized. If the Board elects to summarize duplicative comments, the Board must not summarize certain duplicative comments while reading other duplicative comments individually.
7. The electronic communications technology used for a remote public meeting must have a function that allows the Board to mute the audio of all members of the public, as well as allow members of the public to mute themselves.
 - a. Any electronic communications platform or Internet-accessible technology used for a remote public meeting shall also allow the Board to regulate participation by individual members of the public.
 - b. A telephonic audio conference call line must have a queueing or similar function for regulating public comment.



8. Subject to D.5. and D.6. above, the Board shall adopt, by resolution, standard procedures and requirements for public comment made during a remote public meeting, as well as for public comments submitted in writing ahead of the remote public meeting.
 - a. Such procedures and requirements shall include standards of conduct to be followed by members of the public when making comment.
 - b. The procedures and requirements for making public comment, along with an explanation of the audio muting function of the electronic communications platform being used, shall be announced at the beginning of the remote public meeting.
 - c. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting. The following procedures shall be incorporated:
 - (1) The Board shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology;
 - (2) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the member of the Board charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in being prevented from speaking during the remote public meeting or removed from the remote public meeting.
 - (a) Disruptive conduct includes sustained inappropriate behaviors, such as, but not necessarily limited to, shouting, interruption, and use of profanity.
 - (3) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments.



- (a) If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make their comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.
- 9. Electronic communications platforms and Internet-accessible technologies used for remote public meetings shall be hosted on FedRAMP Moderate Impact Level Authorized dedicated servers or in a FedRAMP Moderate Impact Level Authorized Cloud, unless the host of the dedicated servers or cloud provides annual evidence of satisfactory cybersecurity internal controls through a SOC2 audit report.
 - a. When using cloud services, the technology vendor shall check provider credentials and contracts to ensure FedRAMP Moderate Impact compliance unless annual evidence of satisfactory internal controls is provided through a SOC2 audit report.
- E. Notice of Remote Public Meetings; Statement in Minutes – N.J.A.C. 5:39-1.5
 - 1. Adequate notice of a remote public meeting must include, in addition to the content required pursuant to N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment, and where relevant documents, if any, will be made available.
 - 2. In addition to adequate notice, the Board shall also provide electronic notice of a remote public meeting, except as may be permitted pursuant to N.J.S.A. 10:4-9.3 and E.3. below.
 - a. The electronic notice shall contain the content required pursuant to N.J.S.A. 10:4-8 and 10:4-9.1 and E.1. above, and shall be posted on the Internet website or webpage of Board and/or school district, or the entity responsible for appointing the members of the Board.
 - (1) If the Board does not have a website, electronic notice shall be provided on an official social media platform of the Board; however, electronic notice is not required if the Board does not have an internet presence.



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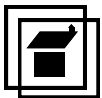
WEST ORANGE BOARD OF EDUCATION

BYLAWS

0164.6/page 8 of 11

Remote Public Board Meetings
During a Declared Emergency

- (2) Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the main access door of the building where the public would routinely attend public meetings of the Board in-person. The notice must be viewable from the outside.
3. If during a declared emergency the Board elects to issue electronic notice of a remote public meeting in lieu of, rather than in addition to, adequate public notice, as permitted pursuant to N.J.S.A. 10:4-9.3, the Board shall limit public business discussed or effectuated at the meeting to matters:
 - a. Necessary for the continuing operation of government and which relate to the emergency declaration connected with the declared emergency; or
 - b. Requiring decision during the remote public meeting due to imminent time constraints.
4. Nothing in N.J.A.C. 5:39-1.5 prohibits the Board from holding a remote public meeting, notwithstanding the failure to provide adequate notice and electronic notice where permitted pursuant to N.J.S.A. 10:4-9.
5. If the Board expects to conduct remote public meetings for a series of regularly scheduled meetings advertised in its annual notice, the annual notice shall be revised at least seven days prior to the next regularly scheduled meeting, indicating which meeting(s) will be held as a remote public meeting and shall contain clear and concise instructions for accessing those remote public meetings, the means for making public comment, and where relevant documents, if any, will be made available.
 - a. In addition to the means of notice transmission required pursuant to N.J.S.A. 10:4-18, the revised annual notice shall be posted on the Internet website or webpage of the Board and/or school district, or the entity responsible for appointing the members of the Board.
 - b. If the Board does not have its own website, the revised notice shall be provided on an official social media platform unless the Board does not have an Internet presence.



BYLAWS

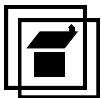
WEST ORANGE BOARD OF EDUCATION

BYLAWS

0164.6/page 9 of 11

Remote Public Board Meetings
During a Declared Emergency

- c. Unless otherwise prohibited by the declared emergency, the content of the electronic notice shall also be posted on the door of the main public entrance to the building where the public would routinely attend public meetings held by the Board.
 - (1) Notice must also be posted on the door for any designated and clearly delineated handicap accessible entrance. These notices must be viewable from the outside.
- 6. If a previously scheduled Board meeting was to allow public attendance without a public health-related restriction as to capacity, but the Board intends to hold the same meeting as a remote public meeting due to a declared emergency and the change is not reflected in a revised annual notice issued pursuant to E.5. above, the Board shall issue adequate and electronic notice for said meeting pursuant to E.1. and E.2. above as if the meeting were not included in the annual notice.
- 7. At the commencement of every remote public meeting of the Board, the person presiding shall announce publicly, and shall cause to be entered in the minutes of the meeting, an accurate statement to the effect that:
 - a. Both adequate and electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided;
 - b. Only electronic notice of the meeting has been provided, specifying the time, place, and manner in which such notice was provided, and that discussion and effectuation of public business shall be limited to only those matters:
 - (1) Necessary for the continuing operation of government and that relate to the applicable emergency declaration; or
 - (2) Requiring decision during the remote public meeting due to imminent time constraints; or
 - c. That adequate notice and electronic notice was not provided, in which case such announcement shall state:



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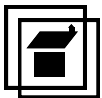
WEST ORANGE BOARD OF EDUCATION

BYLAWS

0164.6/page 10 of 11

Remote Public Board Meetings
During a Declared Emergency

- (1) The reason(s) why the matter(s) discussed are of such urgency and importance, as contemplated pursuant to N.J.S.A. 10:4-9(b)(1), and the nature of the substantial harm to the public interest likely to result from a delay in the holding of the meeting;
 - (2) That the remote public meeting will be limited to discussion of, and acting with respect to, such matters of urgency and importance;
 - (3) The time, place, and manner in which notice of the meeting was provided; and
 - (4) Either that the need for such meeting could not reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, in which event, such announcement shall specify the reason why such need could not reasonably have been foreseen; or that such need could reasonably have been foreseen at a time when adequate notice and/or electronic notice could have been provided, but such notice was not provided, in which event the announcement shall specify the reason why adequate notice and/or electronic notice was not provided.
8. Where the Board is required by law to provide a meeting agenda, or otherwise provides a meeting agenda by practice at its regularly scheduled meetings, prior to the commencement of the remote public meeting, the Board shall also make a copy of the agenda available to the public for download through an Internet link appearing either on the meeting notice, or near the posting of the meeting notice on the website.
 - a. The notice shall also be posted at the building where the meeting would otherwise be held prior to the commencement of the remote public meeting.
- F. Executive or Closed Session During Remote Public Meetings
 1. A Board entering into an executive or closed session shall ensure that audio or video of the session cannot be accessed, except by those individuals that are participating in the session.



BYLAWS

WEST ORANGE BOARD OF EDUCATION

BYLAWS

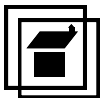
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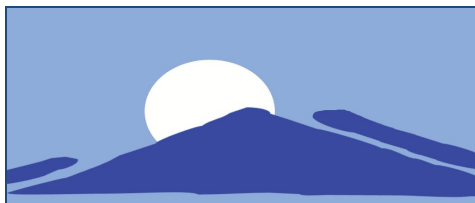
Remote Public Board Meetings
During a Declared Emergency

- a. A separate non-public conference line or e-platform session may be employed for this purpose.
2. The secretary of the Board should take roll call with each individual affirmatively identifying themselves prior to commencing the closed session.
3. If a closed session is held through a telephonic conference call a separate call-in line should be made available to ensure confidentiality.
4. For closed sessions during remote public meetings held through video conferencing, audio recording should be muted and video recording blocked by a graphic labeled "Executive Session".
5. As with in-person meetings, the Board shall have read into the record the reason(s) for entering into executive session.

N.J.A.C. 5:39-1.1 et seq.

Adopted: 16 November 2020





West Orange Public Schools
West Orange, New Jersey

Title Director of School Counseling/Pupil Services
Location West Orange High School
Organizational Responsibilities Reports to: Executive Director of Special Services Supervises: District Guidance Counselors, Anti-Bullying Specialists, Substance Awareness Counselors, Intervention and Referral Services (I&RS) Committees, 504 Building Coordinators
Terms of Employment 12 months
Job Goal To provide leadership in the areas listed below to ensure all students are provided the opportunity for educational excellence and are challenged to perform at a higher level by providing leadership in: <ol style="list-style-type: none">1. The development, implementation, assessment, and coordination of the district's K-12 guidance and counseling program2. Compliance with Harassment, Intimidation and Bullying (HIB), I&RS, and 504s
Qualifications <ol style="list-style-type: none">1. NJ School Administrator or Principal Certificate2. NJ Educational Services Certificate with a School Counseling Endorsement3. Masters Degree from an accredited college or university4. Have at least five (5) years experience as a teacher and guidance counselor5. Have at least three (3) years experience of administrative or supervisory experience6. Demonstrate excellent leadership and organizational skills and the ability to motivate people7. Demonstrate knowledge and understanding of a guidance/counseling program, HIB, and 5048. Exhibit a personality that demonstrates enthusiasm and interpersonal skills to relate well with students, staff, administration, parents, and the community9. Demonstrate an ability to use computers for data management, scheduling, and communicating

10. Required criminal history check and proof of U.S. citizenship or resident alien status

Performance Responsibilities

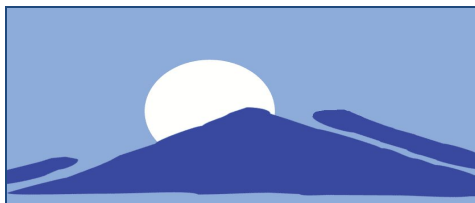
1. Ensures coordination, articulation, and maintenance of the K-12 district vision for the guidance/counseling program; provides leadership in the development of the district's guidance/counseling program and supervises related activities
2. Conducts program evaluation and recommends policies, procedures and programs for improvement
3. Interprets and presents the objectives of the district's guidance/counseling program to students, parents, staff, and the community to include orientation programs for students and parents; ensures accurate accountability of all students at all transitional grade levels
4. Assists with Central Office and building administration in the hiring of candidates for positions for the guidance/counseling program
5. Keeps informed of all legal requirements governing guidance/counseling/bullying, keeps staff informed of all legal requirements, and ensures that all requirements under administrative code, state/federal law and Board policy are met
6. Plans, interprets, and implements school district annual goals and objectives as they pertain to guidance/counseling and student achievement, assessment, and professional development
7. Holds regularly scheduled meetings with principals, directors, supervisors, and other appropriate staff to collectively address shared issues and plan collective efforts, and holds regularly scheduled monthly meetings with staff to implement district goals and initiatives.
8. Collaborates with the Assistant Superintendent for Curriculum and Instruction to develop curriculum guides and materials for the guidance program, and monitors the implementation of the guidance counseling program, K-12
9. Prepares budget for guidance/counseling program, and approves and coordinates the purchase of all materials within the guidance program
10. Supervises, coordinates, and evaluates the services and activities of all tenured and non-tenured guidance/counseling staff in collaboration with Assistant Superintendent for Curriculum and Instruction and building principals, and evaluates other professional and support staff as designated by the Director of Special Services
11. Supervises, monitors, and trains staff and 504 coordinators on plans and procedures
12. Fulfills the requirements of the District Anti-Bullying Coordinator including:

- a. Coordinates and strengthens the school district's policies to prevent, identify, and address HIB incidents students as required by law;
 - b. Collaborates with school anti-bullying specialists in the district, and the Superintendent/Principals to prevent, identify, and respond to HIB incidents;
 - c. Provides data, in collaboration with the Director of Technology and Administrative Services, to the NJDOE regarding HIB incidents;
 - d. Meets at least twice each school year with the school anti-bullying specialists in the district to discuss and strengthen procedures and policies to prevent, identify, and address HIB in the district
13. Initiates, facilitates, and maintains liaison with community agencies and other resources to meet students' needs; refers parents and student to agencies when appropriate
14. Keeps abreast of developments in guidance/counseling program, and provides leadership in determining their inclusion in the district educational program
15. Coordinates and implements programs to inform students and parents on college and career readiness, financial aid, scholarships, etc., such as College Night, Financial Aid Night, Mini-College Day Programs, Junior Family Conferences, Naviance
16. Coordinates and implements group guidance programs, K-12, and advisory programs for college and career readiness, and Personalized Student Learning Plans
17. Develops relationships with colleges and universities to increase acceptance into colleges and universities for all subgroups; coordinates dual enrollment programs with colleges and universities
18. Coordinates and implements all State and standardized testing, including but not limited to NJSLA, AP, PSAT/SAT/ACT, and subject area State assessments
19. Monitors student placement to ensure graduation requirements are met, monitors the high school graduation rate, and develops an action plan that complies with State regulations to improve the high school graduation rate each year
20. Assists administration in building the master schedule, utilizing knowledge of PowerSchool to address balancing of classes, conflicts, student tallying, etc.
21. Collects post-graduate data, which includes college, university, and other post-secondary plans
22. Oversees placement of K-12 guidance internship requests
23. Coordinates and provide counseling staff and resources in times of crisis or traumatic loss

24. Performs other related duties as may be assigned by the Director of Special Services.
Evaluation Performance of this job will be evaluated annually in accordance with state law and the provisions of the Board's policy on evaluation of certified staff.

Revised: 9/22/2020

Board Approved Date: 10/5/2020



West Orange Public Schools
West Orange, New Jersey

Title

Executive Director of Special Services

Location

Central Office

Organizational Responsibilities

Reports to:

Superintendent of Schools

Supervises:

Director of School Counseling/Pupil Services, Supervisor of Special Education, Child Study Team members, certified and noncertified special education personnel, and health services personnel

Terms of Employment

12 months

Job Goals

To administer and supervise the Department of Special Services for grades Pre-K through 12 and serve as the central office liaison to the Department of School Counseling in compliance with State and Federal laws, rules and regulations, and the policies of the West Orange Board of Education.

To provide leadership and direction to enable special education pupils to benefit from their educational opportunities to the fullest by eliminating or ameliorating problems that interfere with student learning.

Qualifications

1. Masters Degree in special education, school psychology, LDTC, or social work.
2. NJ Certificate in one of the above areas.
3. NJ Principal or School Administrator Certificate.
4. Minimum experience as determined by the Board in the areas of (a) special education services and (b) supervision of staff.
5. Broad knowledge of state and federal special education laws, regulations, procedures and reporting requirements.

6. Demonstrated ability to effectively administer special education programs and to work with parents, community groups, and agencies.
7. Strong leadership and communication skills.
8. Required criminal history check and proof of U.S. citizenship or resident alien status.

Performance Responsibilities

1. Provides leadership in the development of the district's special education program; coordinates and supervises related activities. Evaluates existing programs and recommends policies and programs essential to the needs of special education children makes recommendations for improvements.
2. Assists Human Resources in locating, interviewing, and recommending candidates for positions for the Department of Student Support Services.
3. Keeps informed of all legal requirements governing special education, keeps staff informed of legal requirements and ensures that all requirements under administrative code, state/federal law and Board policy are met.
4. Confers with and advises the principals of all schools on matters pertaining to pupils, classes, situations, or problems within the purview of the Department of Special Services.
5. Establishes procedures for evaluation, placement, and reappraisal of students in need of special education and/or related services and makes final determination of special education program placements and assignments.
6. Supervises, coordinates, and evaluates the services and activities of all tenured and non-tenured personnel in Special Education (Special Education Supervisors, Child Study Teams, Speech-Language Specialists, Occupational Therapists, Special Education Teachers, Behavior Analysts, Instructional Aides, Administrative Assistants, and Clerical Staff).
7. Supervises and coordinates home instruction for homebound or hospitalized special education pupils.
8. Assumes responsibility for district compliance with regulations regarding school special education programs.
9. Oversees the development and effective delivery of the district's special education program, including the development and maintenance of the cumulative records of students receiving special services.
10. Initiates, facilitates and maintains liaison with community agencies and other resources to meet pupils' special needs. Refers parents and child to agencies when

appropriate.

11. Interprets the objectives of the district's special education program to parents, students, staff and the community.
12. Makes the final determination on special education program placements and assignments.
13. Cooperates with building principals to plan, coordinate and evaluate the special services program and to evaluate the performance of special education staff assigned to each school.
14. Supervises the development and implementation of in-service and training programs; supervises all Child Study Team personnel and Teachers on the methods, procedures and materials used in referral, assessment, and placement decisions.
15. Prepares and administers the departmental budget and recommends payment of tuition for pupils placed in private schools.
16. Maintains contact and receives reports on the progress of pupils placed in out-of-district facilities and certifies their attendance for the payment of monthly tuition.
17. Prepares and sends to the Office of the County Superintendent of Schools, data, forms, reports, etc, so that reimbursement for tuition payment to eligible non-public school programs can be secured.
18. Attends child study team meetings and assumes responsibility for the preparation and timely submission of all required documents and reports, in order to assure district compliance with legal requirements of this process.
19. Coordinates the speech-language programs for all schools, assigning speech-language specialists to schools, overseeing their work and maintenance of records.
20. Attends County and State meetings regarding special education activities.
21. Coordinates in-service activities for staff and parents.
22. Supervises nurses and medical needs of the district; works with the Health Department regarding State and Federal mandates.
23. Supervises home schooling of students within the District.
24. Gatekeeper for Non-Public Funding of Special Education students within the Non-Public schools of West Orange.
25. Reviews service plans for Non-Public Schools in West Orange.

26. Reviews curriculum guides, and standardized tests to assure that they are nondiscriminatory, and recommends corrective steps when necessary.

27. Performs other related duties which may be assigned by the Superintendent or required by law, code, and regulation/Board policy.

Evaluation

Performance of this job will be evaluated annually in accordance with state law and the provisions of the Board's policy on evaluation of certified staff.

Board Approved Date: 06/21/2010

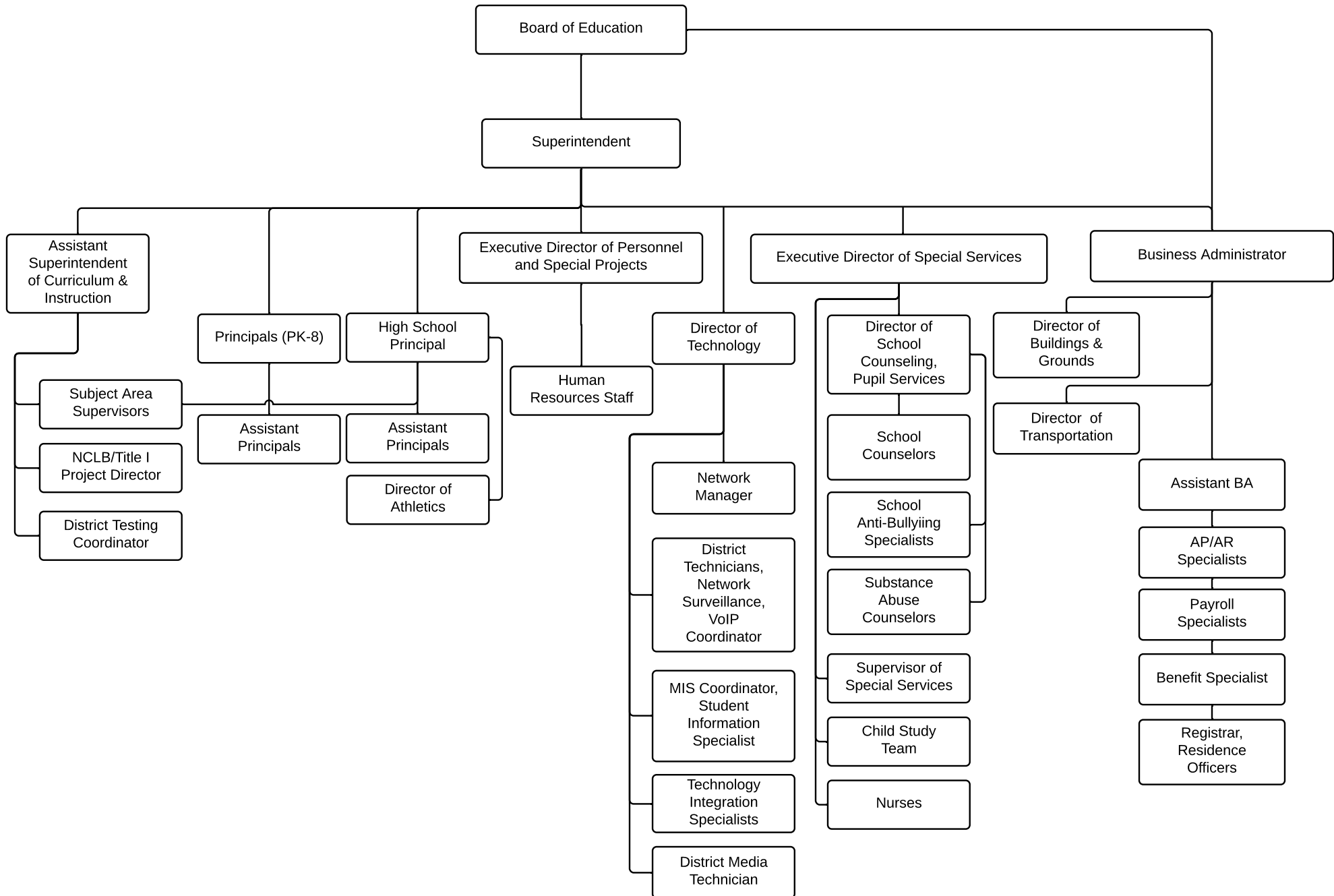
Revised: 08/16/2011

Revised: 12/17/2012

Revised: 9/22/2020

WEST ORANGE PUBLIC SCHOOLS

Organization Chart



CONTRACT OF EMPLOYMENT

This Employment Contract is made this 17th day of January 2021, by and between the WEST ORANGE BOARD OF EDUCATION, with offices at 179 Eagle Rock Avenue, West Orange, New Jersey 07052, (hereinafter referred to as "the Board") and Tonya Flowers , School Business Administrator/Board Secretary, (hereinafter referred to as "the School Business Administrator").

WITNESSETH:

WHEREAS, the Board desires to provide the School Business Administrator 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 School Business Administrator 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 School Business Administrator 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 Tonya Flowers as School Business Administrator for a term commencing January 17, 2021, and ending June 30, 2021, in accordance with and pursuant to the Resolution of the Board adopted by at least a majority of the full Board at its November 16, 2020, Public Meeting, which Resolution is annexed hereto and made a part hereof. The appointment and removal of the School Business Administrator shall be governed by N.J.S.A. 18A:17-16. The work year is referred to as a twelve (12) month contract. The parties acknowledge that this Contract must be approved by the Essex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II

CERTIFICATION

The parties acknowledge that the School Business Administrator currently possesses the appropriate New Jersey administrative certification. If at any time during the term of this Agreement, the School Business Administrator's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation. If the School Business Administrator is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the School Business Administrator's employment shall cease. The School Business Administrator will provide official course transcripts for all postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III

DUTIES

In consideration of the employment and in accordance with *N.J.S.A. 18A:17-20*, salary and fringe benefits established hereby, the School Business Administrator hereby agrees to the following:

A. To perform faithfully the duties of School Business Administrator for the Board 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 School Business Administrator, is incorporated by reference into this Contract.

B. To devote the School Business Administrator'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 Superintendent. Should the School Business Administrator choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. No such work shall be in concert with any company or entity with which the Board has a contract. The School Business Administrator shall notify the Superintendent in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Agreement governing time off. The Board recognizes that the demands of the School Business Administrator's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. The School Business Administrator shall assist the Superintendent in all matters over which the Superintendent shall have duties and responsibilities at the discretion of the Superintendent.

ARTICLE IV

SALARY AND BENEFITS

Salary: The Board shall pay the School Business Administrator an annual salary of ONE HUNDRED SIXTY-FIVE THOUSAND dollars, (\$165,000) prorated for the twelve (12) month duration of this agreement. This annual salary rate shall be paid to the School Business Administrator in accordance with the schedule of salary payments in effect for other certified administrators in the district.

During the term of this Employment Contract, including any extension thereof, the School Business Administrator shall not be reduced in compensation and/or benefits. The terms and conditions of this Employment Contract may be modified only by the written agreement of the parties which shall be approved by the Executive County Superintendent and in turn by the Board by resolution adopted at a public meeting.

The Board will provide the School Business Administrator, as part of his compensation, the following benefits:

A. Sick Leave

The School Business Administrator shall be provided sick leave of twelve (12) days annually prorated for the term of this contract. The School Business Administrator must document the use of a sick day in the electronic attendance system prior to the start of the sick day. Compensation for unused sick days shall be consistent with N.J.S.A. 18A:30-3.5 and shall be payable only upon retirement and shall not be paid to the School Business Administrator's estate or beneficiaries in the event of the School Business Administrator's death prior to retirement. Compensation for unused sick days shall be paid at a rate of $1/260^{\text{th}}$ of current year salary multiplied by the number of accumulated sick days as allowed by N.J.S.A. 18A:30-3.5, N.J.S.A. 18A:30-9 and N.J.A.C. 6A:23-3.1(e)8. Any such payment shall be made within sixty (60) days of the School Business Administrator's last day of employment.

B. **Professional Membership**

The School Business Administrator shall be entitled to membership, at the Board's expense, for dues in professional associations with the prior approval of the Superintendent within the limit set in the annual budget.

C. **Professional Conferences**

The School Business Administrator shall be entitled to attend one (1) international or national conference, two (2) state conferences, and other conferences and informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the School Business Administrator to perform her professional responsibilities for the Board. Reimbursement or payment for such expense shall be made in accordance with N.J.S.A. 18A:11-12, N.J.A.C. 6A:23A-7 and NJ-OMB circulars and regulations promulgated thereunder and Board policies. Such reimbursement shall be limited to the annual cost as set forth in the annual budget. All conferences must receive prior approval from the Superintendent and the Board.

D. **Professional Publications**

The School Business Administrator may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. **Medical Benefits**

1. The School Business Administrator shall receive individual, parent/child, two adult, or family health benefit coverage (at her option) consistent with the health benefit coverage provided by the Board to its professional administrative staff, which includes medical, prescription, and dental. The School Business Administrator shall contribute and have deducted from his base salary an amount equivalent to the percentage of the health benefit cost for the period of January 17, 2021, to June 30, 2021, toward the payment of health benefit premiums provided under this Section in accordance with

Chapter 44. The premium shall be paid by the School Business Administrator through payroll deduction each pay period.

2. The School Business Administrator may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The School Business Administrator will be paid the lesser of Twenty-Five (25%) percent or Four Thousand (\$4,000) Dollars of the cost of said coverage for waiving such coverage.

F. Vacation Days

1. The School Business Administrator shall be entitled to twenty-two (22) vacation days per year, prorated for the term of this contract. All of the prorated vacation days shall be available for use beginning January 17, 2021.
2. The School Business Administrator shall take vacation time after providing the Superintendent with two (2) weeks' notice, whenever possible, if planning to take more than three (3) consecutive days. Vacation days may only be taken with the prior approval of the Superintendent. The School Business Administrator must document the use of a vacation day(s) in the electronic attendance system prior to the start of the vacation day(s).
3. The School Business Administrator is encouraged to take the full vacation allotment each year; however, not more than five (5) vacation days may be carried over from year to year. All days carried over must be used in the next year or those unused vacation days will be forfeited.
4. Upon retirement or separation, compensation for unused vacation days shall be paid at a rate of $1/260^{\text{th}}$ of current salary multiplied by the number of accumulated

vacation days. The accrual of and payment for unused vacation days shall be consistent with N.J.S.A. 18A:30-9 and N.J.A.C. 6A:23A-3.1(e)8. Any such payment shall be made within sixty (60) days of the School Business Administrator's last day of employment.

G. **Holidays**

The School Business Administrator shall receive the holidays as per the Central Office Administrative calendar approved annually by the Board.

H. **Personal Days**

The School Business Administrator shall be entitled to three personal days prorated for the term of this contract to attend to personal business during the school day, with full pay during the work year. Personal days may only be taken during the school year with the prior permission of the Superintendent. As much advance notice as possible of the request to take personal time will be given. The School Business Administrator must document the use of personal days in the electronic attendance system prior to the start of the personal day. Unused personal days shall convert to sick days at the conclusion of the school year.

I. **Bereavement Days**

In the event of a death in the family, the School Business Administrator shall be granted allowance, without the loss of pay, for the number of days as follows:

Five (5) days for a death in the immediate family, which shall be defined as spouse, father, mother, child, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and in the case of spousal equivalency relationships, the immediate family members of the spousal equivalent, and any relative making his or her home with the School Business Administrator's family, provided that the absence is necessary and unavoidable. Notwithstanding the foregoing

limitations, the term "spouse" shall be interpreted as including all those who have legal status under New Jersey or Federal law that can be reasonably interpreted as constituting "spousal equivalency" relationships, and shall specifically include those registered under the New Jersey Domestic Partnership Act or the New Jersey Civil Union Act.

One (1) day for the death of a relative of the second degree, which shall be defined as aunt, uncle, nephew, niece and cousin.

The School Business Administrator will be permitted to use a maximum of twenty (20) bereavement days per year, with additional days as per the approval of the Superintendent.

These days shall be taken at the time of death unless written permission is given by the Superintendent.

J. Travel

Reimbursement for travel will be provided in accordance with the Commissioner of Education's March 17, 2008, memorandum in accordance with N.J.S.A. 18A:11-12 with respect to travel and meal reimbursement as promulgated by the New Jersey Office of Management and Budget.

K. Technology

The School Business Administrator shall be provided with a laptop for professional and personal duties. This item shall remain property of the West Orange Board of Education.

L. Car Allowance

The School Business Administrator shall receive a non-pensionable monthly car allowance of \$175.00.

M. Tuition Reimbursement

In accordance with N.J.S.A. 18A:6-8.5, following the completion of one year of employment, the Board shall reimburse the School Business Administrator for tuition costs incurred for

graduate level courses at an accredited institution that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area of discipline judged to be of benefit to the Board. The School Business Administrator shall seek the approval of the Superintendent prior to enrolling in any graduate course of study. Annual maximum reimbursement will be \$5,000.00, beginning in year two (2) of employment.

ARTICLE V

ANNUAL EVALUATION

A. The Superintendent shall evaluate the performance of the School Business Administrator at least once a year, and shall complete the evaluation process by no later than July 1st. Each annual evaluation shall be in writing. A copy of the evaluation shall be provided to the School Business Administrator, and the School Business Administrator and the Superintendent shall meet to discuss the findings. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the District, the responsibilities of the School Business Administrator as set forth in the job description for the position of School Business Administrator, and such other criteria as established by the Board and/or established State Board of Education shall be regulation prescribe.

In the event that the Superintendent determines that the performance of the School Business Administrator is unsatisfactory in any respect, he 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 Superintendent deems performance to be unsatisfactory. The School Business Administrator shall have the right to respond in writing to the evaluation within ten (10) school days of the meeting. This response shall become a permanent attachment to the evaluation in question.

ARTICLE VI

TERMINATION OF EMPLOYMENT CONTRACT

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

(1) Failure to possess/obtain proper certification:

(2) Revocation or suspension of the School Business Administrator'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 Superintendent to the School Business Administrator, on or before May 15, 2021, that he does not intend to renew this Contract; or

(6) Material misrepresentation of employment history, educational and professional credentials, and criminal background subject to N.J.S.A. 18A:6-10.

(7) Violation of any terms of this Contract.

B. 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.

C. The School Business Administrator may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

D. The Board may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the School Business Administrator.

ARTICLE VII

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 VIII

SAVINGS AND CONFLICTS 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. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive Federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Contract.

ARTICLE IX

INDEMNIFICATION

The Board shall defend, hold harmless and indemnify the School Business Administrator from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the School Business Administrator acting in his capacity as an agent and/or the School Business Administrator of the Board in accordance with Board policy and N.J.S.A. 18A:16-6.

WHEREAS, the School Business Administrator has approved of the terms and conditions of the Employment Contract; and

WHEREAS, this Employment Contract has been approved by a vote of the Members of the West Orange Board of Education at its meeting of November 16, 2020, and has been made a part of the minutes of that meeting;

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

WEST ORANGE BOARD OF EDUCATION

Tonya Flowers
School Business Administrator/Board Secretary

Date: _____

Ken Alper
Board President

Date: _____

John Calavano
Business Administrator/Board Secretary

Date: _____

Applications for Absence for School Business 2020-2021
11-16-20

Name	Position	School	Conference	Dates	Amount	Funded
Jeanina Abramo	Culinary Arts Teacher	WOHS	Safe Schools, Series of SLE Safeschools Courses Online Virtual	10/29/20, 11/12/20	\$1,009.00	Pre-Apprenticeship Culinary Arts Grant
Lee Cohen	School Psychologist	WOHS	Non Violent Crisis Intervention Virtual Renewal Virtual	11/12/20, 12/16/20*	\$1,099.00	Local
Nicole Dalle-Molle	School Psychologist	Kelly	Non Violent Crisis Intervention Virtual Renewal Virtual	11/12/20, 12/16/20*	\$1,099.00	Local
Kim Fields Murphy	Speech Language	Edison	Conference for Speech Language Pathologists Virtual	12/3/20, 12/4/20	\$479.00	Local
Eugene Palatianos	Athletic Trainer	WOHS	ART Spine Level 2 Montvale, NJ	2/18/21 - 2/21/21	\$2,365.00	Local

*Revised dates

Student Teaching / Practicum 2020-2021**11.16.20**

Student Teacher Candidate	Affiliated University	Effective Dates
Giovanna Alvarez	Montclair State University	1/25/21 - 12/10/21
Jake Farrell	Montclair State University	1/25/21 - 12/10/21
Antonio Gencarelli	William Paterson	1/21/21 - 5/6/21
Langston Gering	Montclair State University	1/25/21 - 12/10/21
Brooke Korfin	Montclair State University	1/25/21 - 12/10/21
Caitlin LoBosco	Montclair State University	1/25/21 - 12/10/21
Emily Rivera	Montclair State University	1/11/21 - 6/18/21
Madeline Spolarich	Montclair State University	1/25/21 - 12/10/21
Brooke Tindall	Ramapo College	11/17/21 - 6/18/21
Ashley Vignola	Montclair State University	1/25/21 - 12/10/21
Corey Weiss	Montclair State University	1/25/21 - 12/10/21

INTERLOCAL SERVICES AGREEMENT
BETWEEN
THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY
OF ESSEX, NEW JERSEY AND
THE BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY
PROVIDING FOR IMPROVEMENT OF THE ATHLETIC FIELDS
Dated as of November __, 2020

INTERLOCAL SERVICES AGREEMENT

This INTERLOCAL SERVICES AGREEMENT (this "Agreement") between the Township of West Orange, in the County of Essex, New Jersey, a municipal corporation of the State of New Jersey (the "Township"), and The Board of Education of the Township of West Orange in the County of Essex, New Jersey, a school district and political subdivision of the State of New Jersey (the "School District"), dated as of November __, 2020.

WITNESSETH:

WHEREAS, the Township and the School District have determined that it is in the best interests of the Township, the School District and the residents thereof for the Township and the School District to jointly provide for the installation of an infield artificial turf for the High School baseball field; drainage, grading, landscaping and other site work and acquisition and installation of lighting and other equipment and all related work (the "Project"); and

WHEREAS, the project cost is estimated to be \$200,000; and

WHEREAS, any bonds or notes issued pursuant to the bond ordinance for this purpose shall be repaid in accordance with the pro rata share determined herein by the Township and the School District; and

WHEREAS, the Township and the School District desire to set forth certain terms and conditions relating to the time frame and the terms of payment by the School District to the Township for its share of the cost of the Project; and

WHEREAS, the Interlocal Services Act, N.J.S.A. 40:8A-1, *et seq.* authorizes and encourages a municipality and a school district to enter into contracts for the joint provision within their jurisdiction of any service that either party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements; and

WHEREAS, it is in the best interests of the citizens of the Township and the School District for the Township and the School District to work together through this Interlocal Services Agreement to implement the Project for the benefit of the community; and

WHEREAS, the Township has approved the execution of this Agreement by resolution adopted on _____, 2020, and the School District has approved the execution of this Agreement by resolution adopted on _____, 2020;

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section 1. The Township and the School District will act together in accordance with this Agreement to implement the Project for a total estimated cost of \$200,000 to be received through the issuance of bonds or notes of the Township to finance the cost of the Project.

Section 2. The Township shall, in consultation with the School District, make its best efforts to adopt a bond ordinance appropriating \$200,000 for the Project through the issuance of bonds or notes of the Township to finance the cost of the Project.

Section 3. The Township will provide the funds available pursuant to the bond ordinance to the School District for the implementation of the Project, and the School District shall be responsible for the implementation of the Project in accordance with the requirements of law.

Section 4. The Township shall borrow funds pursuant to the bond ordinance on bond anticipation notes only in the amount necessary to complete the Project. If the Project cost comes in less than the originally estimated amount of \$200,000, the Township will only borrow such funds as are necessary for the completion of the Project.

Section 5. Upon notice by the School District to the Township that the Project is complete, the Township will issue Bond Anticipation Notes or permanent bonds to finance the Project.

Section 6. The School District shall be responsible for repaying fifty percent (50%) of the entire amount of funds borrowed pursuant to the bond ordinance.

Section 7. After the issuance of each set of notes, the Township shall notify the School District of the amount of the notes that were issued for this purpose, the interest rate per annum payable on the notes and the School District's share of the interest on the notes. If any principal amount is required to be paid on notes, the Township shall also inform the School District of the amount of the principal to be paid on the notes and the School District's share of the amount to be paid. When and if permanent bonds are issued, the bonds shall mature over 10 years and the Township shall provide a copy of the maturity schedule setting forth principal, interest and the interest rate at which the interest is calculated to the School District, and the School District shall be responsible for its share of the principal and interest due in each year.

Section 8. The amounts that the School District owes to the Township shall be paid on or before the maturity date or payment date of such obligations.

Section 9. Once the Project is completed, the High School baseball fields shall be available for use by the School District and the Township in accordance with this Agreement. The School District shall have scheduling preference for the use of the High School baseball fields for school purposes, and the Township shall be able to use the fields for recreational purposes when such purposes do not conflict with the educational and school related use of the fields.

Section 10. The Township and the School District shall hold each other harmless against claims, demands, liabilities, damages, losses, costs, charges and any and all expenses, (including but not limited to, reasonable attorneys' fees) that either may incur or be subject to as a consequence directly or indirectly of any breach or nonperformance by either party of its obligations under this Agreement or by the willful or negligent act of either party in connection with such performance or nonperformance.

Section 11. The rights and the obligations under this Agreement shall not be assigned by either party without the written consent of the other.

Section 12. This Agreement shall remain in effect for years and until all obligations issued to finance the Project described herein are repaid.

Section 13. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly Authorized Representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, not as of the date first above written but, on the date, set forth below.

[SEAL]

TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

ATTEST:

Date: _____

[SEAL]

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST ORANGE, IN THE
COUNTY OF ESSEX, NEW JERSEY

ATTEST:

By: _____

Date: _____