

WEST ORANGE BOARD OF EDUCATION
Budget Workshop - 6:00 p.m. – April 16, 2020
Virtual

Agenda

I. ROLL CALL OF THE MEMBERS AND PLEDGE OF ALLEGIANCE

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 April 9, 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. PETITIONS AND HEARINGS OF CITIZENS

IV. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Appointments

- a. Superintendent recommends approval to the Board of Education for the following certificated staff appointment(s): (Att. #1)

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Dr. Joseph Vespignani	Central Office	Executive Director of Personnel and Special Projects	McCartney	N/A	N/A	\$168,000	7/1/20 - 6/30/21

V. BOARD BUDGET WORKSHOP

VI. 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 one (1) issue is 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 Thursday, April 16, 2020 immediately following the Open Session, 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 discussed is:

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

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

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

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

□ "(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.

VII. ADJOURNMENT

CONTRACT OF EMPLOYMENT

This Employment Contract is made this 16th day of April 2020, 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 Dr. Joseph Vespignani, Executive Director of Personnel and Special Projects, (hereinafter referred to as “Executive Director”).

WITNESSETH:

WHEREAS, the Board desires to provide the Executive Director 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 Executive Director 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 Executive Director is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

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

ARTICLE I

EMPLOYMENT

The Board hereby agrees to employ Dr. Joseph Vespignani as Executive Director of Personnel and Special Projects; for a term commencing July 1, 2020 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 April 16, 2020 Public Meeting, which Resolution is annexed hereto and made a part hereof. The appointment and removal of the Executive Director of Personnel and Special Projects shall be governed by N.J.S.A. 18A:17-16. The work year is referred to as a twelve (12) month contract.

ARTICLE II

CERTIFICATION

The parties acknowledge that the Executive Director currently possesses the appropriate New Jersey administrative certification and school administrator endorsement. If at any time during the term of this Agreement, the Executive Director's certification(s) is revoked, this Agreement shall be null and void as of the date of the revocation. If the Executive Director is lawfully precluded from performing his duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Agreement shall terminate and the Executive Director's employment shall cease. The Executive Director 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 Executive Director hereby agrees to the following:

A. To perform faithfully the duties of Executive Director of Personnel and Special Projects 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 Executive Director of Personnel and Special Projects, is incorporated by reference into this Contract.

B. To devote the Executive Director'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 Executive Director choose to engage in such outside activities on weekends, on his vacation time, or at other times when she is not required to be present in the district, he 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 Executive Director shall notify the Superintendent in the event he 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 Executive Director position require him to work long and irregular hours, and occasionally may require that he attend to district business outside of the district.

C. The Executive Director 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 Executive Director an annual salary of ONE HUNDRED SIXTY-EIGHT THOUSAND dollars (\$168,000.00) for the twelve (12) month duration of this agreement. This annual salary rate shall be paid to the Executive Director 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 Executive Director 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 Board by resolution adopted at a public meeting.

The Board will provide the Executive Director, as part of his compensation, the following benefits:

A. **Sick Leave**

The Executive Director shall be provided sick leave of twelve (12) days annually. The Executive Director 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 Executive Director's estate or beneficiaries in the event of the Executive Director's death prior to retirement. Compensation for unused sick days shall be paid at a rate of 1/260th 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 Executive Director's last day of employment. Upon commencing employment, the Board shall provide the Executive Director with a sick leave bank of

twenty-four (24) days which shall be available for his use in the event he exhausts his earned sick days. The days in the bank shall decline as he earns sick days on a one-for-one basis and these days shall not be available for compensation upon his retirement.

B. **Professional Membership**

The Executive Director shall be entitled to membership, at the Board's expense, for professional dues in the New Jersey Association of School Administrators, and in other professional associations with the prior approval of the Superintendent within the limit set in the annual budget.

C. **Professional Conferences**

The Executive Director shall be entitled to attend one (1) 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 Executive Director to perform his 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 Executive Director may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. **Medical Benefits**

The Executive Director shall receive individual, parent/child, two adult, or family health benefit coverage (at his option) consistent with the health benefit coverage provided by the Board to its professional administrative staff, which includes medical, prescription, and dental. The Executive Director shall contribute and have deducted from his base salary an amount equivalent to the percentage

of the health benefit cost for the period of July 1, 2020 to June 30, 2021 toward the payment of health benefit premiums provided under this Section in accordance with P.L. 2011, Chapter 78. The premium shall be paid by the Executive Director through payroll deduction each pay period.

F. **Vacation Days**

1. The Executive Director shall be entitled to twenty-two (22) vacation days per year, to be credited on a pro-rated basis. All of the vacation days shall be available for the Executive Director's use beginning July 1, 2020.
2. The Executive Director 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 Executive Director 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 Executive Director 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 Executive Director's last day of employment.

G. **Holidays**

The Executive Director shall receive fifteen (15) paid holidays as per the Central Office Administrative calendar approved annually by the Board.

H. **Personal Days**

The Executive Director 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 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 Executive Director 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 Executive Director 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 Executive Director'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, this shall be defined as aunt, uncle, nephew, niece and cousin.

The Executive Director 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. **Car Allowance**

The Executive Director shall receive a non-pensionable monthly car allowance of \$150.00.

L. **Technology**

The Executive Director shall be provided with a smartphone and laptop for professional and personal duties. These items shall remain property of the West Orange Board of Education.

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 Executive Director 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 Executive Director shall seek the approval of the Superintendent prior to enrolling in any graduate course of study. Annual maximum reimbursement will be \$5,000, beginning in year two (2) of employment.

ARTICLE V

ANNUAL EVALUATION

A. The Superintendent shall evaluate the performance of the Executive Director 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 Executive Director, and the Executive Director 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 Executive Director as set forth in the job description for the position of Executive Director of Personnel and Special Projects, 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 Executive Director 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 Executive Director 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 Executive Director'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 Executive Director'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 Executive Director, 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 Executive Director 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.

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

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 Executive Director from any and all demands, claims, suits, actions and legal proceedings of any kind brought against the Executive Director acting in his capacity as an agent and/or the Executive Director of the Board in accordance with Board policy and N.J.S.A. 18A:16-6.

WHEREAS, the Executive Director 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 April 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

Ken Alper,
Board President

Date:_____

JOHN CALAVANO,
Business Administrator/Board Secretary

Date:_____

Dr. Joseph Vespignani,
Executive Director of Personnel and Special Projects

Date:_____