

**WEST ORANGE BOARD OF EDUCATION**  
**Public Board Meeting - 8:00 p.m. – February 26, 2013**  
**West Orange High School**  
**51 Conforti Avenue**

**Final 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 February 12, 2013.
- 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. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF February 9 and 11, 2013 (Att. #1)**

**IV. SUPERINTENDENT'S AND/OR BOARD'S REPORTS**

- A. **Second Reading of the Following Board Policies:**  
Relations With Vendors 3327.00

**V. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS**

**A. PERSONNEL**

**1. Resignations**

- a.) Superintendent recommends approval of the following resignation(s):

David Vodofsky, Technology and Technology Teacher, WOHS, for retirement purposes, effective 7/1/13

## **2. Appointments**

- a.) Superintendent recommends approval of the following appointment(s) at the appropriate contractual rates:**

**Deborah Mitchell, Grade 3 Teacher, Mt. Pleasant School, maternity leave replacement, BA-1, \$247.25 per diem, effective 3/4/13-12/21/13 (replacement)**

**Karen Green, Instructional Assistant, Redwood School, MA-1, \$28,930 (prorated), effective retroactive to 2/12/13 (replacement)**

**Diane Brady, Clerical Aide, St. Cloud School, medical leave replacement, \$17.50 per hour, effective retroactive to 2/12/13 (in addition to current lunch aide position at St. Cloud)**

**Spring 2013 coaches:**

- **Michael Marini, Assistant Freshman Softball Coach, WOHS, \$8,254**
- **Matthew Kenney, Baseball Coach, Roosevelt School, \$4,817**

**Lisette Villabos, Softball Coach, Liberty School, Spring 2013, \$4,817**

**Fall Head Coach Appointments for the 2013-2014 school year as per the attached (Att. #2)**

**Substitute Custodians, \$12 per hour, effective 2/26/13 or upon completion of paperwork:**

- **Camillo DeMartinis**
- **Shukri Lester**
- **Adam Raich**

**Nurses to provide assistance to students with diabetes during NJASK after-school programs, at an hourly rate of \$73:**

- **Rosalie Dudkiewicz, Roosevelt School, \$1,022**
- **Rosemary Murray, Washington School, \$1,460**

**Substitute Aides for WOAP Program at WOHS for the 2012-2013 school year, at an hourly rate of \$23:**

- **James Holik**
- **Nancy Festa**

**Staff to provide home instruction on an “as needed” basis for the 2012-2013 school year (Att. #3)**

**3. Leave(s) of Absence**

- a.) Superintendent recommends approval of the following leave(s) of absence:

Juan Saker, Night Shift Custodian, Mt. Pleasant School, unpaid medical leave of absence, effective 2/21/13-3/1/13

Kristine DiTrani Weinberger, Special Education Teacher, Roosevelt School, maternity leave of absence, effective 5/6/13-12/31/13

Gina Sant'Angelo, Instructional Aide, Mt. Pleasant School, unpaid medical leave of absence extended through 2/25/13 or until released by physician

Danielle Frits, Kindergarten Teacher, Redwood School, maternity leave of absence, effective 5/29/13-12/31/13

Christie Landau, Grade 2 Teacher, Redwood School, maternity leave of absence, effective 4/8/13-6/30/13

**4. Transfers**

- a.) Superintendent recommends approval of the following transfer(s):

Domenica Alessi, Autistic Aide, Roosevelt School, to Autistic Aide, St. Cloud School, effective retroactive to 2/14/13

Lena Falero, Administrative Assistant, Technology Department, to Administrative Assistant, Human Resources Department, effective 2/27/13

5. Disposition of employment status of E.D. as stipulated in closed session.
6. Disposition of employment status of C.Y. as stipulated in closed session.

**B. CURRICULUM AND INSTRUCTION**

**C. FINANCE**

1. **Recommend approval of the 2/26/13 Bills List: (Att. #4)**

Payroll/Benefits	\$ 3,933,833.72
Transportation	\$ 178,627.75
Special Ed. Tuition	\$ 330,266.24
Instruction	\$ 89,802.09
Facilities	\$ 195,400.84
Capital Outlay	\$ 3,100.00
Grants	\$ 141,881.32
Food Service	\$ 319,897.66
Textbooks/Supplies/Athletics/Misc.	\$ 50,124.00
	<u>\$ 5,242,933.62</u>

2. **Recommend approval of agreement between New Jersey School Boards Association “NJSBAIG” and the West Orange Board of Education for the period 7/1/12-7/1/15 as per the attached (Att. #5)**
3. **Recommend approval of resolution stating that the West Orange Board of Education does not require Concordia Learning Center at St. Joseph's School for the Blind to charge students for reduced and/or paid meals for the 2013-2014 school year.**
4. **Recommend approval to dispose of 4 pianos at Pleasantdale School and 2 pianos at Washington School.**
5. **Recommend approval of an agreement between Rutgers and the West Orange School District to Assume UMDNJ’s obligations for the education of specific students as stipulated by the West Orange Public Schools.**
6. **Receipt of the Board Secretary’s Reports for the months of November and December 2012 (Att. #6 – available in the Business Office)**
7. **Receipt of the Treasurer of School Monies Report for the month of December, 2012 (Att. #7- available in the Business Office)**
8. **Recommend approval of Resolution to execute Shared Services Agreements between the Township of West Orange and the West Orange Board of Education to: (Att. #8)**
  1. **Provide for lighting improvements to Soriano Field at the West Orange High School Athletic Complex;**
  2. **Provide for improvements to the playing surface of Lincoln Field at the West Orange High School Athletic Complex; and**
  3. **Provide for installation of a snack bar/concession stand at Soriano Field at the West Orange High School Athletic Complex.**

**D. REPORTS**

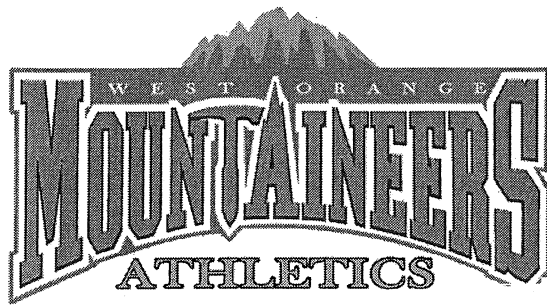
- 1. The Board of Education recognizes receipt of the HIB report through 2/25/13**

**VI. REPORT FROM THE BOARD PRESIDENT AND/OR BOARD MEMBERS**

- VII. MOTION FOR THE NEXT BOARD MEETING to be held at 6:00 p.m. on March 4, 2013 at West Orange High School.**

**VIII. PETITIONS AND HEARINGS OF CITIZENS**

**IX. ADJOURNMENT**



WEST ORANGE HIGH SCHOOL  
Department of Athletics  
51 Conforti Avenue  
West Orange, New Jersey 07052  
Ronald Bligh, Director of Athletics/  
Supervisor of Health & Physical Education  
(973) 669-5301 ext. 31567  
Fax (973) 669-8605  
[rblich@woboe.org](mailto:rblich@woboe.org)

February 22, 2013

Public Agenda  
Date: 2/26/13  
Attachment # 2

To: Mr. James O'Neill, Interim Superintendent  
Mrs. Fran Neceskas, Director of Human Resources

Fr: Mr. Hayden Moore, Principal  
Mr. Ronald Bligh, Athletic Director

Below please find our co-curricular recommendations for the 2013-2014 school year. Please have these recommendations approved at the next board meeting. Thank you.

Position	Recommended Coach	Total Amount of Stipend
Head Coach Boys Soccer	Doug Nevins	10,967 – WOHS
Head Coach Girls Soccer	Lou Mignone	10,967 – WOHS
Head Coach Cross Country	Joe Suriano	8254 - WOHS
Head Coach Volleyball	Kristen O'Connell	10,967 – Liberty
Head Coach Cheerleading	Kim Topping	18,491 - OOD
Head Coach Football	James Matsakis	13,707 - OOD

**WEST ORANGE PUBLIC SCHOOLS**  
DEPARTMENT OF STUDENT SUPPORT SERVICES

---

179 Eagle Rock Avenue • West Orange • New Jersey • 07052  
Telephone: 973-669-5400 Ext. 20539  
Fax: 973-669-8601

Ms. CONSTANCE SALIMBENO, DIRECTOR

MS. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**MEMORANDUM**

DATE: February 19, 2013

TO: Mr. James O'Neill, Interim Superintendent

FROM: Constance Salimbeno, Director  
Student Support Services

SUBJECT: Agenda Item  
Approval of Home Instruction for Certified Teaching Staff

Recommend approval for the attached list of staff to provide home Instruction, on an "as needed" basis, for the 2012-2013 school year.

CS: idg

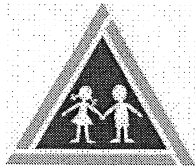
C: Denise Keastead, Payroll Dept.  
Jan Donato, Payroll Dept.  
Kathy Papa

**Applicants to provide Home Instruction – 2012-2013**

**District Employees**

<b><u>Name</u></b>	<b><u>Where Employed</u></b>	<b><u>Certifications</u></b>
Perez, Carlos	WOHS	HQT: Spanish
D'Elia, Daniel	Edison	HQT: Science
Cohen, Lee	WOHS	School Psychologist
Gasparri, Katie	Hazel	HQT: Elem. K-5, TOH
Charles, Kathleen	Gregory	HQT: Music, K-8
Durante, Michele	Washington	HQT: K-5





# NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP

## RESOLUTION INDEMNITY AND TRUST RENEWAL AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, in the County of Essex State of New Jersey, by and between New Jersey School Boards Association Insurance Group, hereinafter referred to as "**NJSBAIG**", and the Board \_\_\_\_\_ of the West Orange Board of Education, hereinafter referred to as "**Educational Institution**";

**WHEREAS**, the **NJSBAIG** seeks to provide its members with protection, services and savings relating to insurance and self-insurance;

**WHEREAS**, two or more educational institution have collectively formed a joint insurance fund as is authorized and described in N.J.S.A. 18A:18B-1 *et. seq.* and the regulations promulgated pursuant thereto;

**WHEREAS**, the **Educational Institution** has resolved to apply for and/or renew its membership with NJSBAIG; and

**WHEREAS**, the **Educational Institution** certifies that it has not defaulted on a claim, and has not been cancelled for non-payment of insurance premium for a period of at least two (2) years prior to the date of its application to **NJSBAIG**.

**NOW, THEREFORE**, it is agreed as follows:

1. The **Educational Institution** hereby establishes/renews its membership with **NJSBAIG** for a three (3) year period, beginning July 1, 2012, and ending July 1, 2015 at 12:01 a.m. eastern standard time.
2. The **Educational Institution** agrees to participate in **NJSBAIG** with respect to the types of coverage stated in the Renewal of Membership Resolution, attached hereto as Exhibit "A".
3. The **Educational Institution** hereby ratifies and affirms the bylaws and other organizational and operational documents of **NJSBAIG** and as from time to time amended by **NJSBAIG** and/or Department of Banking and Insurance in accordance with the applicable statutes and regulations as if each and every one of said documents were re-executed contemporaneously herewith.
4. The **Educational Institution** agrees to be a participating member of **NJSBAIG** for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.
5. In consideration of membership in **NJSBAIG**, the **Educational Institution** agrees that for those types of coverage in which it participates, the **Educational Institution** shall jointly and severally assume and discharge the liability of each and every member of **NJSBAIG** all of whom, as a condition of membership in **NJSBAIG**, shall execute a verbatim counterpart to this Agreement. By execution hereof the full faith and credit of the **Educational Institution** is pledged to the punctual payment of any sums which shall become due to **NJSBAIG** in accordance with the bylaws thereof, this Agreement or any applicable statute or regulation.

6. If **NJSBAIG**, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the **Educational Institution** agrees to reimburse **NJSBAIG** for all such reasonable expenses, fees and costs on demand.
7. **The Educational Institution** and **NJSBAIG** agree that **NJSBAIG** shall hold all monies paid by the **Educational Institution** to **NJSBAIG** as fiduciaries for the benefit of **NJSBAIG** claimants all in accordance with applicable statutes and/or regulations.
8. **NJSBAIG** shall establish and maintain Trust Accounts in accordance with N.J.S.A. 18A: 18B-1 *et. seq.* and such other statutes and regulations as may be applicable.
9. The Business Official designated in the Resolution to Renew Membership is hereby authorized to execute the Agreement to renew membership.

By: \_\_\_\_\_

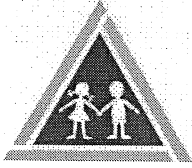
\_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Executive Director, Martin Kalbach,  
New Jersey School Boards Association  
Insurance Group

Exhibit A



# RESOLUTION TO JOIN

## THE NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP NJEIF 2012-2015

**WHEREAS**, N.J.S.A. 18A:18B-1, *et seq.*, enables school districts to cooperate with each other to make the most efficient use of their powers and resources on a basis of mutual advantage in the areas of insurance and self-insurance and related services; and

**WHEREAS**, the Board of Education of the West Orange School District desires to secure protection, services, and savings relating to insurance and self-insurance for itself and its departments and employees; and

**WHEREAS**, the Board of Education of the West Orange School District finds that the best and most efficient way of securing this protection and services is by cooperating with other school districts across the State of New Jersey;

**WHEREAS**, the Board of Education of the West Orange School District under its obligations as a member of the New Jersey School Boards Association Insurance Group does allow for safety inspections of its properties, to pay contributions in a timely fashion and to comply with the bylaws and standards of participation of this Group.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE West Orange School DISTRICT:**

**THAT** the Board of Education of the West Orange School District joins with other school districts in organizing and becoming members of the New Jersey School Boards Association Insurance Group; and

**THAT**, by adoption and signing of this resolution, the Board of Education is hereby joining the New Jersey School Boards Association Insurance Group in accordance with the terms of the attached Indemnity and Trust Agreement, effective the date indicated below, for the following types of insurance:

Property <input checked="" type="checkbox"/>	EDP <input checked="" type="checkbox"/>	General Liability <input checked="" type="checkbox"/>	Umbrella/Excess <input checked="" type="checkbox"/>
Equip Breakdown <input checked="" type="checkbox"/>	Crime/Bonds <input checked="" type="checkbox"/>	Automobile Liability <input checked="" type="checkbox"/>	Errors Omissions <input type="checkbox"/>
Auto Physical Damage <input checked="" type="checkbox"/>	Workers' Compensation <input type="checkbox"/>		

Adopted by the Board of Education of the West Orange School District, New Jersey, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for a \_\_\_\_\_ year term.

ATTEST

---

Print Name and Title

6759613v2



**Martin Kalbach, Executive Director**  
New Jersey School Boards Association  
Insurance Group

13-13  
January 22, 2013

RESOLUTION

**WHEREAS**, the Township of West Orange ("Township") regularly makes use of Lincoln Field and Soriano at the West Orange High School Athletic Complex (the "Athletic Complex") for community and school-related programs; and

**WHEREAS**, Lincoln Field and Soriano Field are owned by the Board; and

**WHEREAS**, the Mayor and Business Administrator of the Township have consulted with the West Orange Board of Education (the "Board") regarding certain improvements which are needed at Lincoln Field and Soriano Field; and

**WHEREAS**, the Township and Board have determined and mutually agree that: (i) Lincoln Field requires a new playing surface because it is outdated; (ii) a snack bar/concession stand should be installed at Soriano Field for the benefit of all patrons; and (iii) lighting capability should be constructed and installed at Soriano Field for the benefit of student-athletes and Township residents; and

**WHEREAS**, the Township and Board have determined that it is in the best interests of the Township, the West Orange School District, and Township residents to provide for these improvements to the Athletic Complex; and

**WHEREAS**, the Township's Bond Counsel has recommended the execution of Inter-Local agreements between the Township and the Board to memorialize the contemplated improvements; and

**WHEREAS**, the Township intends to enter into three (3) Inter-Local Services Agreements with the Board, whereby the cost of the improvements to the Athletic Complex will be fully funded by the Township at no further cost to the Township or its residents through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

**WHEREAS**, the Township Council has previously considered and approved the Bond Ordinance; and

WHEREAS, the three (3) Inter-Local Agreements to be executed by the Township and Board are annexed hereto, collectively, as Attachment "A";

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that the Mayor shall be and hereby is authorized and empowered to execute the Inter-Local Agreements in connection with the improvements to the Athletic Complex, and that the Municipal Clerk shall be and hereby is authorized to attest to the Mayor's signature; and

BE IT FURTHER RESOLVED, that the original fully-executed copies of each agreement shall be maintained by the Municipal Clerk with a copy of each to be provided to the Board.

  
VICTOR CIRILO  
Council President

  
KAREN J. CARNEVALE  
Municipal Clerk

Adopted: January 22, 2013

---

**SHARED 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 LIGHTING IMPROVEMENTS TO  
SORIANO FIELD AT THE WEST ORANGE  
HIGH SCHOOL ATHLETIC COMPLEX**

## **SHARED SERVICES AGREEMENT**

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, 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 January \_\_\_\_, 2013.

### **WITNESSETH:**

**WHEREAS**, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

**WHEREAS**, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

**WHEREAS**, there is currently no lighting capability at Soriano Field (the "Field") which allows for use of the Field; and

**WHEREAS**, the Township and School District agree that lighting of the Field would be a beneficial use to the Township, the School District, and Township residents; and

**WHEREAS**, the Township and School District intend to improve or cause the improvements to the Field by installing or causing the installation of lighting capability at the Field at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

**WHEREAS**, the Project cost is estimated to be \$200,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

**WHEREAS**, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, et seq., authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and



**WHEREAS**, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, N.J.S.A. 18A:20-22, and the Shared Services Act; and

**WHEREAS**, it is most cost effective and in the best interests of both the citizens of the Township and the School District for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

**WHEREAS**, the Township approved the execution of this Agreement by resolution adopted on January \_\_, 2013, and the School District approved the execution of this Agreement by resolution adopted on February \_\_, 2013;

**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 \$200,000.00.

**Section 2.** The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for 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 3.** The Township shall be responsible for paying the amount of funds available pursuant the Bond Ordinance.

**Section 4.** The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

**Section 5.** Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

**Section 6.** The Township and the School District each 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 be incurred or to which the parties may be subjected 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 its performance or nonperformance. *g*

**Section 7.** The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

**Section 8.** This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

**Section 9.** This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

**Section 10.** This Agreement shall be governed by the laws of the State of New Jersey.

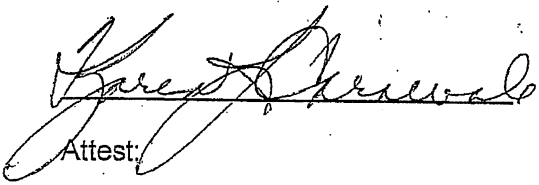
**IN WITNESS WHEREOF**, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

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

By:   
ROBERT D. PARISI, MAYOR

Date: January \_\_, 2013

  
Attest:

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

By: \_\_\_\_\_, PRESIDENT

Date: January \_\_, 2013

\_\_\_\_\_  
Attest:

**SHARED 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 IMPROVEMENTS TO THE PLAYING  
SURFACE OF LINCOLN FIELD AT THE WEST ORANGE  
HIGH SCHOOL ATHLETIC COMPLEX**

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, 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 January \_\_\_\_\_, 2013.

### **WITNESSETH:**

**WHEREAS**, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

**WHEREAS**, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

**WHEREAS**, the playing surface of the Athletic Complex's Lincoln Field is approximately thirteen (13) years old, had a life expectancy of approximately ten (10) years and has outlived its useful life; and

**WHEREAS**, the Township and School District agree that improvements to Lincoln Field are needed because of the extensive usage of it and wear and tear over the last thirteen (13) years; and

**WHEREAS**, the Township and School District intend to improve or cause the improvements to the Athletic Complex's Lincoln Field top-layer playing surface at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

**WHEREAS**, the Project cost is estimated to be \$400,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

**WHEREAS**, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, *et seq.*, authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and

**WHEREAS**, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, and N.J.S.A. 18A:20-22, and the Shared Services Act; and:

**WHEREAS**, it is most cost effective and in the best interests of both the citizens of the Township and the School District, for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and:

**WHEREAS**, the Township approved the execution of this Agreement by resolution adopted on January \_\_, 2013, and the School District approved the execution of this Agreement by resolution adopted on February \_\_, 2013;

**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 \$400,000.00.

**Section 2.** The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for 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 3.** The Township shall be responsible for paying the amount of funds available pursuant to the Bond Ordinance.

**Section 4.** The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

**Section 5.** Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

**Section 6.** The Township and the School District each 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 be incurred or to which the parties may be subjected 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 its performance or nonperformance.

**Section 7.** The parties rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

**Section 8.** This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

**Section 9.** This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

Section 10. This Agreement shall be governed by the laws of the State of New Jersey.

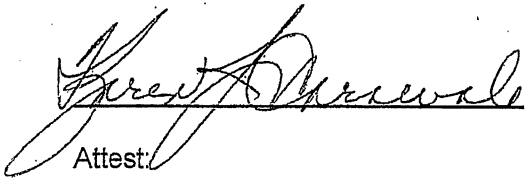
IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

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

By:   
ROBERT D. PARISI, MAYOR

Date: January \_\_, 2013

  
Attest:

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

By: \_\_\_\_\_  
, PRESIDENT

Date: January \_\_, 2013

\_\_\_\_\_  
Attest:

**SHARED 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 INSTALLATION OF A SNACK  
BAR/CONCESSION STAND AT SORIANO FIELD AT THE  
WEST ORANGE HIGH SCHOOL ATHLETIC COMPLEX**

## SHARED SERVICES AGREEMENT

This SHARED SERVICES AGREEMENT (the "Agreement") shall be and hereby is entered, 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 January \_\_\_\_\_, 2013.

### **WITNESSETH:**

**WHEREAS**, the Township and School District have entered into various shared services and interlocal services agreements in the past, which enable the residents of the community to utilize facilities of the School District as community facilities for school and municipal services, including the athletic facilities at the West Orange High School Athletic Fields and Athletic Complex, including but not limited to Soriano Field and Lincoln Field (collectively, the "Athletic Complex"); and

**WHEREAS**, the Township and the School District have determined that it is the most cost effective and in the best interests of the Township, the School District and the residents thereof for the Township and the School District to be jointly responsible for providing for the improvement of the Athletic Complex; and

**WHEREAS**, there is currently no usable location for a snack bar or concession stand at Soriano Field (the "Field"); and

**WHEREAS**, the Township and School District agree that a concession stand would be a benefit to the Township, the School District, and Township residents; and

**WHEREAS**, the Township and School District intend to improve or cause the improvements to the Field by installing or causing the installation of a concession stand at or around the Field at the Township's expense as set forth herein, and the Township desires to assist the School District with the improvement of same (with such improvement being referred to herein as the "Project"); and

**WHEREAS**, the Project cost is estimated to be \$350,000.00, which will be financed through the re-appropriation of proceeds of bond obligations not needed for their original purposes, as set forth in Township Bond Ordinance No. 2366-12 (the "Bond Ordinance"); and

**WHEREAS**, the Township and the School District desire to set forth certain terms and conditions relating to the Project and payment therefor; and

**WHEREAS**, the Shared Services Act, N.J.S.A. 40A:65-1, *et seq.*, authorizes and encourages local units, including municipalities and school districts, to enter into local contracts for services performed by local units in accordance with law for the purpose of reducing property taxes through reduction of expenses; and



**WHEREAS**, municipalities and school districts are expressly authorized to work together for the provision of recreational improvements pursuant to N.J.S.A. 40:48-2, N.J.S.A. 40:61-1, N.J.S.A. 40:61-5, and N.J.S.A. 18A:20-22, and the Shared Services Act; and

**WHEREAS**, it is most cost effective and in the best interests of both the citizens of the Township and the School District, for the parties hereto to work together through this Shared Services Agreement to implement the Project for the benefit of the community; and

**WHEREAS**, the Township approved the execution of this Agreement by resolution adopted on January \_\_, 2013, and the School District approved the execution of this Agreement by resolution adopted on February \_\_, 2013;

**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 \$350,000.00.

**Section 2.** The Township will, pursuant to the Bond Ordinance, make the funds available for implementation of the Project and/or shall provide the funds to the School District for 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 3.** The Township shall be responsible for paying the amount of funds available pursuant to the Bond Ordinance.

**Section 4.** The School District shall make the Athletic Complex available for the improvements and implementation of the Project at reasonable times, and shall be responsible for overseeing timely completion of the Project.

**Section 5.** Once the Project is completed, the Athletic Complex shall continue to be available for use by the School District and the Township. The School District shall have scheduling preference for use of the Athletic Complex for school purposes, and the Township shall be able to use the complex for recreational purposes when such purposes do not conflict with the educational and school-related use of the complex.

**Section 6.** The Township and the School District each 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 be incurred or to which the parties may be subjected 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 its performance or nonperformance.

**Section 7.** The parties' rights and obligations under this Agreement shall not be assigned by either party without the written consent of the other.

**Section 8.** This Agreement shall remain in effect for a period of ten (10) years from the date of this Agreement.

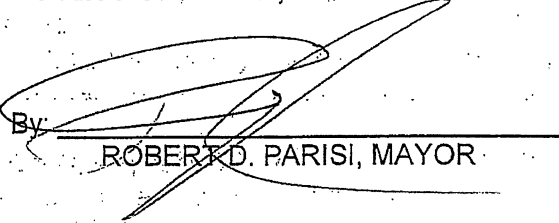
**Section 9.** This Agreement shall not affect or impact any other existing rights, liabilities or obligations of the Township and/or School District, pursuant to State and federal law.

**Section 10.** This Agreement shall be governed by the laws of the State of New Jersey.

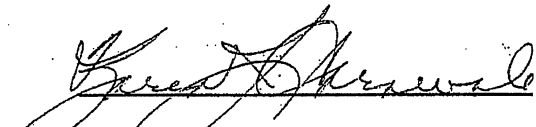
**IN WITNESS WHEREOF**, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date set forth below.

[SEAL]

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

By:   
ROBERT D. PARISI, MAYOR

Date: January \_\_, 2013

  
Attest:

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

By: \_\_\_\_\_  
PRESIDENT

Date: January \_\_, 2013

\_\_\_\_\_  
Attest: