

**WEST ORANGE BOARD OF EDUCATION
Public Board Meeting - 8:00 p.m. – March 11, 2013
West Orange High School
51 Conforti Avenue**

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 January 10, 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 26, and March 4, 2013 (Att. #1)**
- IV. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS**
- V. SUPERINTENDENT’S AND/OR BOARD’S REPORTS**
- VI. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS**
 - A. PERSONNEL**
 - 1. Resignations**
 - a.) Superintendent recommends approval of the following resignation(s):**

Jacob Perez, Security Guard, Liberty School, effective retroactive to 3/1/13

Joe Chango, Special Education Aide, WOHS, effective 3/21/13

2. Appointments

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

Ashley Johnson, Special Education Teacher, to deliver workshops on the topic of Nonviolent Crisis Intervention to teachers, aides and selected administrators, at the contractual rate of \$73/hour, for a total of \$730, on March 19, 20, 27 and 28, 2013

Co-curricular appointments, for the 2012-2013 school year, Washington School, as follows:

- Wayne Oakley, Math Club, \$500
- Wendy Giluiano, School Newspaper, \$250
- Mary Ann Maccarino, School Newspaper, \$250
- Victoria Busby, Green Patrol Club, \$250
- Brittany D'Arduini, Green Patrol Club, \$250

Coaching appointments, for the 2012-2013 school year, as follows:

- Joseph Perna, Roosevelt Baseball Coach, \$4,817
- William Prisco, Assistant Boys Tennis Coach, \$4,817

Staff to provide home instruction on an "as needed" basis for the 2012-2013 school year (Att. #2)

3. Leave(s) of Absence

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

Tracey Reynolds, Social Studies Teacher, WOHS, maternity leave of absence, effective 5/28/13-6/30/14

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of the following Field Trip requests for the 2012-2013 school year:

<u>Group</u>	<u>Destination</u>
WOHS- Grade 10 (65 students)	Stevens Inst. of Tech.
Senior Citizens	WOHS Play
Hazel - Grade 4	Paterson Museum
Liberty – 40 students orientation	WOHS

C. FINANCE

1. Recommend acceptance of donation and matching gift, totaling \$70, from Leigh Gourvitz and New York Life Foundation for the benefit of Redwood Elementary School.
2. Recommend acceptance of School Garden Grant Award from Slow Food Northern NJ in an amount up to \$800 for the benefit of St. Cloud Elementary School
3. Recommend approval for Annette Dade, Assistant Principal, WOHS, to attend PowerSchool Build Workshop, 3/25-3/28/13, at a cost of \$1,600.
4. Recommend approval of amendment to the 2012-2013 Perkins Grant Application for the transfer of \$1,361 from the Salaries and Benefits account to the Supplies and Materials account.
5. Recommend approval of Resolution to execute Shared Services Agreements between the Township of West Orange and the West Orange Board of Education to: (Att. #3)
 1. Provide for lighting improvements to Suriano 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

D. REPORTS

1. The Board of Education recognizes receipt of the HIB report through 3/11/13

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

VIII. MOTION FOR THE NEXT BOARD MEETING to be held at 6:00 p.m. on March 27, 2013 at West Orange High School.

IX. PETITIONS AND HEARINGS OF CITIZENS

X. ADJOURNMENT

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: March 7, 2013

TO: Mr. James O'Neill, Interim Superintendent

FROM: Constance Salimbeno, ^{DVP} 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

<u>Name</u>	<u>Where Employed</u>	<u>Certifications</u>
Viqueira, Begonia	WOHS	HQT: Spanish
Guzman, Rosa	WOHS	HQT: Spanish
Rotbaum, Cindy	RMS	HQT: Counseling
Fess, Michael	WOHS	HQT: English
Cannuscio, Joseph	WOHS	HQT: French

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. *sp*

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.

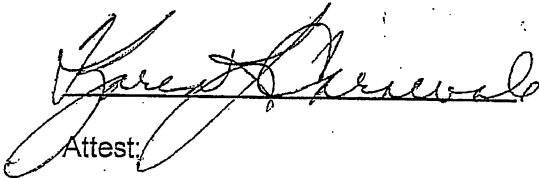
IN WITNESS WHEREOF, the Township has caused this Agreement to be executed in its corporate name by its duly authorized representative, and the School District has caused this Agreement to be executed in its name by its duly Authorized Representative, as of the date first above written but on the date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