

**WEST ORANGE BOARD OF EDUCATION  
Public Board Meeting - 8:00 p.m. – July 14, 2014  
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 June 10, 2014.
- 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. SUPERINTENDENT’S AND/OR BOARD’S REPORTS**

**IV. ORGANIZATION OF THE BOARD OF EDUCATION FOR THE ENSUING YEAR:**

- A. Designate depositories for school funds for the period July 1, 2014 to January 12, 2015. The present depositories are **PNC Bank, TD Bank, and Garden State Community Bank.**

**BE IT RESOLVED:** That the Board of Education approves that all checks, drafts or other orders for payment or withdrawal of money from said account be signed by the person holding the appropriate title as listed below (N.J.S.A. 18A:19-1):

<b>Bank</b>	<b>Account Name</b>	<b>Authorized Signature</b>	<b>Required</b>
PNC	General Checking Account	Superintendent Treasurer Board President SBA/BS	3
PNC	Payroll Account	Superintendent Treasurer SBA/BS	1
PNC	Payroll Agency Account	Superintendent Treasurer SBA/BS	2
PNC	Inservco – Worker’s Compensation	Superintendent Treasurer SBA/BS	2

PNC	Liability Reserve	Superintendent SBA/BS	2
PNC	Petty Cash (Central Office)	Superintendent SBA/BS	2
PNC	SUI Account	Superintendent Treasurer SBA/BS	2
PNC	Loss Stabilization	Superintendent SBA/BS	2
Garden State Community	WOHS Student Activity	Principal School Secretary SBA/BS	2
PNC	WOHS/Athletic Fund	Athletic Director Secretary to Athletic Director	2
PNC	WOHS/Athletic Fund (Gate Receipts)	Athletic Director Secretary to Athletic Director	2
PNC	Roosevelt School Activity Account	Principal School Secretary SBA/BS	2
PNC	Roosevelt School	Principal Assistant Principal School Secretary SBA/BS	2
TD Bank	Liberty School Activity Account	Principal Assistant Principal School Secretary SBA/BS	2
PNC	Edison School Activity Account	Principal Assistant Principal School Secretary SBA/BS	2
PNC	Gregory School Activity Account	Principal School Secretary SBA/BS	2
PNC	Hazel School Activity Account	Principal School Secretary SBA/BS	2
PNC	Mt. Pleasant School Activity Account	Principal School Secretary SBA/BS	2
PNC	Pleasantdale School Activity Account	Principal School Secretary SBA/BS	2
PNC	Redwood School Activity Account	Principal School Secretary SBA/BS	2
PNC	St. Cloud School Activity Account	Principal School Secretary SBA/BS	2
PNC	St. Cloud Environmental Club	Principal School Secretary SBA/BS	2
PNC	Washington Student Activity Account	Principal School Secretary SBA/BS	2
PNC	West Orange Fine Arts Department	Director of Audio and Visual Arts Teacher	2
PNC	Food Services	Superintendent SBA/BS	2

- B. Authorize the Business Administrator to withdraw funds (if any) from the following accounts, close accounts, and deposit funds into General Checking Account:

Bank	Account Name	Authorized Signature	Required	Balance
TD Bank	WOBOE/General Fund	SBA/BS	1	\$491,727.64
PNC	Inservco – Auto Liability	Superintendent Treasurer	2	\$4,593.40
PNC	Nurse Sunshine Fund	2 School Nurses		\$232.18
PNC	Internal Banking Number	N/A		\$0
PNC	Loan	N/A		\$0
PNC	Card Associated with Fine Arts	Beth Hochheiser		\$0
PNC	Edison Jr HS FA	3 Teachers		\$195.44
PNC	Roosevelt Faculty Welfare Fund	Principal Vice Principal School Secretary 3 Teachers		\$4.69 (dormant)

- C. Approve Agreement for the Rental of Safe Deposit Box with TD Bank, hereinafter called the Bank, upon the terms and conditions as the Bank may require, that the Secretary of the Board is hereby authorized to extend the rental agreement in the name of on behalf of the Board; that the rental agreement heretofore executed by the Board Secretary in the name of and on behalf of the Corporation be and the same hereby is approved, ratified and confirmed; that access to and surrender of this safe deposit box shall be any one (1) incumbent jointly/severally holding any of the following offices or positions:
- Superintendent
  - Board Secretary
- D. Designate newspapers as the official newspapers for the period July 1, 2014 to June 30, 2015. The present newspapers so designated are the **West Orange Chronicle** and the **Star-Ledger**.
- E. Readopt existing Bylaws, Policies, and Administrative Procedures for the period July 1, 2014 to June 30, 2015
- F. Appointment of Board Secretary whose term of office shall coincide with the life of the Board. The present Board Secretaries are **Marlene Wendolowski** and **Ralph H. Goodwin**.
- G. Authorize the Secretary/Business Administrator to solicit bids for the purchase of school supplies, equipment, contract agreements and other areas of purchase to be consistent with the statutes in Title 18:A and the local public contracts law, for the period July 1, 2014 to June 30, 2015.

- H. Designate Business Administrator, responsible for any and all Board of Education investments, and authorize Business Administrators and Treasurer of School Monies to make wire transfers amongst Board accounts as may be necessary, and in payment of debt service to JP Morgan Chase Bank for the Benefit of the Depository Trust Company, and The Bank of New York Mellon.
- I. Appoint the Business Administrator as Claims Auditor to verify and pay bills as needed to protect the interests of the Board between meetings with the advice and consent of the Board President, which will be listed as paid at the next regular board meeting.
- J. Recommend approval of **Parette Somjen Architects** as the architect of record for the West Orange Schools for the period July 1, 2014 to June 30, 2015.
  - a. For Professional Services compensation shall be computed at the following hourly rates:

Rates per Hour	Service of:
\$175	Principal(s): Licensed Architect
\$150	Partner(s): Licensed Architect
\$139	Senior Associate(s): Licensed Architect

**BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.

- K. Recommend approval of **Cleary Giacobbe Alfieri Jacobs LLC** as labor, contract and construction counsel for the West Orange Schools for the period July 1, 2014 to June 30, 2015.
  - a. Cleary Giacobbe Alfieri Jacobs LLC will charge a General Retainer of eighteen thousand dollars (\$18,000) which will include:
  - b. All contractual negotiations and litigated matters shall be paid according to the hourly rate provided for Section C below. "Litigated Matters" means and adversarial matter which is venued in State or any Federal Administrative forum, including, but not limited to the United States District Court for the District of New Jersey, Superior Court of New Jersey, the Office of Administrative Law, PERC and/or AAA arbitrations.
  - c. Hourly rates for contractual negotiations and/or litigated matters:

Rates per Hour	Service of:
\$150	All Partners and Counsel
\$140	All Associates
\$75	All Paralegals

**BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.

- L. Recommend the approval of **Gordon & Rees LLP** as employment practices attorneys, effective immediately until resolution of pending lawsuits.
  - a. For Professional Services compensation shall be computed at the following hourly rates:

Rates per Hour	Service of:
\$280	Partner/Senior Counsel
\$235	Associate
\$125	Legal Assistant

**BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.

- M. Recommend the appointment of **Eugene Killian** as insurance coverage attorney, effective immediately until resolution of pending lawsuits, at the rate of \$300 per hour.

**BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.

- N. Recommend approval of **McManimon & Scotland, LLC** as bond counsel for the West Orange Schools for the period July 1, 2014 to June 30, 2015.
  - a. For basic services rendered in connection with the preparation for a bond referendum through the review of the record of proceedings in connection therewith, the fee will be \$5,000.
  - b. For basic services rendered in connection with a permanent bond sale, the fee will be \$3,500 plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 and \$.75 per thousand dollars of any bonds in excess of \$15,000,000.
  - c. For services rendered in connection with energy savings obligation refunding bonds or equipment lease purchase agreements under an Energy Savings Improvement Program, an energy savings equipment lease or a capital facilities lease, the base fee will be \$15,000 plus \$1.00 per thousand dollars of securities issued.

**BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.

- O. Appoint **ProCare Associates, LLC** as Medical Director to provide school physician services for the amount of \$35,000 for the 2014-2015 school year. **BE IT RESOLVED:** A brief notice of this action will be printed once in the official school newspaper stating its nature, duration service and amount, and that this resolution and contract are on file in the office of the Board of Education.
  
- P. Recommend approval of **Broker of Record** for the period July 1, 2014 to June 30, 2015:
  - Casualty Insurance: Balken Risk Management
  - Property Insurance: Balken Risk Management
  - Employee Benefits: G.R. Murray
  
- Q. Appoint the **Director of Buildings and Grounds** and the **Operations Foreman** as Integrated Pest Management Coordinators for the period July 1, 2014 to June 30, 2015.
  
- R. Appoint the **Director of Buildings and Grounds** as the Right to Know Officer for the period July 1, 2014 to June 30, 2015.
  
- S. Appoint the **Director of Buildings and Grounds** and the **Operations Foreman** as the AHERA Coordinators for the period July 1, 2014 to June 30, 2015.
  
- T. Appoint the **Director of Buildings and Grounds** and the **Operations Foreman** as the Indoor Air Quality Coordinators for the period July 1, 2014 to June 30, 2015.
  
- U. Appoint the **Director of Buildings and Grounds** and the **Operations Foreman** as the Chemical Hygiene Officers for the period July 1, 2014 to June 30, 2015.
  
- V. Appoint **Business Administrator** as the Custodian of Records for the period July 1, 2014 to June 30, 2015. **BE IT RESOLVED:** That the Board of Education indemnified the Board Secretary for all legal costs, which might arise from this position.
  
- W. Appoint the **Business Administrator** as the Qualified Purchasing Agent pursuant to N.J.S.A. 18A:18A-2b for the period July 1, 2014 to June 30, 2015.
  
- X. Appoint **Board Secretary** as the District's Public Agency Compliance Officer (P.A.C.O.) for the period July 1, 2014 to June 30, 2015.
  
- Y. Appoint **the Assistant Superintendent for Curriculum and Instruction** as the Affirmative Action Officer for Curriculum and Instruction for the period July 1, 2014 to June 30, 2015.

- Z. Appoint the **Director of Personnel** as the Affirmative Action Officer for Personnel for the period July 1, 2014 to June 30, 2015.
- AA. Appoint the **Assistant Principal, WOHS (Lesley Chung)** as the District Homeless Liaison for the period July 1, 2014 to June 30, 2015.
- BB. Appoint the **Director of Guidance** as the 504 District Coordinator and the District Anti-Bullying Coordinator for the period July 1, 2014 to June 30, 2015.
- CC. Appoint **Director of Guidance** as Substance Assistance Coordinator for the period July 1, 2014 to June 30, 2015.
- DD. Appoint **Director of Special Services** as American Disability Act Coordinator for the period July 1, 2014 to June 30, 2015.  
**BE IT RESOLVED:** That the Board Secretary is directed to advertise the name, office address and telephone number of the American Disability Act Coordinator's office; and  
**BE IT FURTHER RESOLVED:** That the Superintendent or his designee is directed to develop and distribute the grievance procedure as per 28 CFR 35.107(a)
- EE. Appoint **Director of Special Services** as District Liaison for the New Jersey Department of Children and Families for the period July 1, 2014 to June 30, 2015.
- FF. Appoint **Director of Special Services** as Title IX Coordinator for the period July 1, 2014 to June 30, 2015.  
**BE IT RESOLVED:** That the Board Secretary is directed to advertise the name, office address and telephone number of the Title IX Coordinator
- GG. Appoint **Residency Officers** as the Attendance Officers for the 2014-2015 school year.
- HH. Approve Integrated Preschool Program (10 month morning or afternoon session) tuition rate of \$300/month for the 2014-2015 school year.
- II. Approve Early Childhood and Family Studies Learning Lab Preschool Program. Full Day Program, \$200/semester: October–December and March–May, 2 times/week, 6.5 hours/day. Half Day Session, \$100/semester: October–December and March–May, 2 times/week, 3 hours/day.

- JJ. Approve the schedule of tax payments from the Township of West Orange for the 2014-2015 school year as follows in accordance with N.J.S.A. 18A:13-23:

<b>Tax Levy Payment Schedule</b>			
<b>Fiscal Year 2014-15</b>			
		<b>Debt</b>	
<b>Date</b>	<b>General</b>	<b>Service</b>	<b>Total</b>
07/15/14	\$10,432,080.00	\$2,476,490.50	\$12,908,570.50
08/14/14	\$10,432,080.00		\$10,432,080.00
09/13/14	\$10,432,080.00		\$10,432,080.00
10/13/14	\$10,432,080.00		\$10,432,080.00
11/12/14	\$10,432,080.00		\$10,432,080.00
12/12/14	\$10,432,080.00		\$10,432,080.00
01/11/15	\$10,432,080.00	\$2,476,490.50	\$12,908,570.50
02/10/15	\$10,432,080.00		\$10,432,080.00
03/12/15	\$10,432,080.00		\$10,432,080.00
04/11/15	\$10,432,080.00		\$10,432,080.00
05/11/15	\$10,432,080.00		\$10,432,080.00
06/10/15	\$10,432,080.00		\$10,432,080.00
	<b>\$125,184,960.00</b>	<b>\$4,952,981.00</b>	<b>\$130,137,941.00</b>

- KK. Adopt the following Code of Ethics as per N.J.S.A. 18A:12-21 et seq. and West Orange Board of Education Bylaw 9271.00:

The Members of the Board of Education recognize that they hold authority not as individuals but as Members of the Board. In order to make a clear public statement of its philosophy of service to the pupils of the District, the Board adopts this Code of Ethics:

- a. I will uphold and enforce all laws, rules and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.
- b. I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public schools which meet the individual needs of all children regardless of their ability, race, creed, sex or social standing.
- c. I will confine my board action to policymaking, planning and appraisal, and I will help to frame policies and plans only after the Board has consulted those who will be affected by them.
- d. I will carry out my responsibility, not to administer the schools, but, together with my fellow Board Members, to see that they are well run.
- e. I will recognize that authority rests with the Board of Education and will make no personal promises nor take any private action that may compromise the Board.
- f. I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.



- g. I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow Board Members, interpret to the staff the aspirations of the community for its schools.
- h. I will vote to appoint the best-qualified personnel available after consideration of the recommendation of the chief administrative officer.
- i. I will support and protect school personnel in proper performance of their duties.
- j. I will refer all complaints to the chief administrative officer and will act on the complaints at public meetings only after failure of an administrative solution.

The Board shall see that all Members of the Board receive training in understanding and adhering to this Code of Ethics and shall discuss it annually at a regularly scheduled public meeting. Each Member shall sign documentation that he/she has received a copy of it and has read and understood it.

- LL. Authorize the use of State Contracts.  
**WHEREAS:** Title 18A:18A-10 provides that, "A board of education, without advertising for bids, or having rejected all bids obtained pursuant to advertising therefore, by resolution may purchase any goods or services pursuant to a contract or contracts for such goods or services entered into on behalf of the State by the Division of Purchase and Property"; and  
**WHEREAS:** The Board of Education has the need, on a timely basis, to procure goods and services utilizing state contracts; and  
**WHEREAS:** The Board of Education desires to authorize its purchasing agent for the 2014-2015 school year to make any and all purchases necessary to meet the needs of the school district throughout the school year; and therefore be it  
**BE IT RESOLVED:** That the Board of Education does hereby authorize the District Purchasing Agent to Make purchases of goods and services entered into on behalf of the State by the Division of Purchase and Property.
- MM. Recommend approval of membership in the Garden State Coalition and approve payment of dues and fees as required to effectuate this membership for the 2014-2015 school year.
- NN. Authorize certified school personnel to collect and maintain the following mandated pupil records as per N.J.A.C. 6A:32-7.3 and Policy 5125.00:
  - a. The student's name, address, telephone number, date of birth, name of parent(s), gender, citizenship, standardized assessment and test answer sheets (protocol), grades, attendance, classes attended, grade level completed, and year completed.
  - b. Record of daily attendance;
  - c. Descriptions of student progress according to the system of student evaluation used in the school district

- d. History and status of physical health compiled in accordance with State regulations, including results of any physical examinations given by qualified school district employees;
- e. Records pursuant to rules and regulations regarding education of students with disabilities; and
- f. All other records required by State Board of Education.

**V. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF June 16 and 23, 2014 (Att. #1)**

**VI. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS**

**VII. SECOND READING OF THE FOLLOWING BOARD POLICIES:**

Electronic Communication by School	4119.26
Health	5141.00
Nondiscrimination/Affirmative Action	2224.00
Nondiscrimination/Affirmative Action	4111.10/4211.10
Drugs, Alcohol, Steroids, Tobacco	5131.60
Attendance, Absences and Excuses	5113.00
Chief School Administrator	2131.00

**VIII. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS**

**A. PERSONNEL**

**1. Resignations**

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

**Julian DeMartinis, Instructional Assistant, Roosevelt School, effective retroactive to 7/1/14**

**Natasha Gialanella, Business Education Teacher, WOHS, effective 9/1/14**

**Danielle Kretsch, General Education Aide, St. Cloud School, effective retroactive to 7/1/14**

**Laura Lison, School Psychologist, Pleasantdale School, effective 9/1/14**

**Katerina Markouris, Instructional Assistant, Pleasantdale School, effective retroactive to 7/1/14**

**Laura Martinelli, Learning Disabilities Teacher Consultant, Student Support Services, effective retroactive to 7/1/14**

**Adam Raich, Substitute Custodian, Buildings and Grounds Department, effective 7/11/14**

**Lisa Swanick, Music Teacher, Mt. Pleasant School/WOHS, effective 9/1/14**

**2. Rescissions**

**a.) Superintendent recommends approval of the following rescission(s):**

**The following appointments as approved by the Board 6/9/14:**

<b>Name</b>	<b>Position</b>	<b>Location</b>
Ryan Brown	Vocal Music Teacher	Liberty Middle School
Aly Boettinger	Assistant Volleyball Coach	West Orange High School

**The following appointments as approved by the Board 6/23/14:**

<b>Name</b>	<b>Position</b>	<b>Location</b>
James Barbosa	Substitute Custodian	Buildings and Grounds
Sa'D Torres	Substitute Custodian	Buildings and Grounds
Sean Madden	Summer Help	Buildings and Grounds
Jean Augustin	PT Driver, Transportation	ESY Program
Barbara Chery	Monitor, Transportation	ESY Program
Tierry Dusape	PT Driver, Transportation	ESY Program
Isabel Olivi-Balebona	PT Driver, Transportation	ESY Program
Yaneth Villamarin	PT Driver, Transportation	ESY Program
Alyson York	Instructional Assistant	Roosevelt Middle School

**3. Appointments**

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

**Michelle Antunes, Kindergarten Teacher, Gregory School, BA-2, \$51,862, effective 9/1/14 – 6/30/15 (replacement)**

**Wioletta Baluta, Mathematics Teacher, Edison School, MA-5, \$56,656, effective 9/1/14 – 6/30/15 (additional)**

**Thomas Bamber, Instructional Assistant, WOHS, BA-8, \$30,526, effective 9/2/14 – 6/19/14 (additional)**

Nicole Jusulavage, Special Education Teacher, Gregory School, leave replacement, BA-2, \$259.31 per diem, effective 9/1/14 - 1/2/015 (replacement)

Christella Leger, French Teacher, Liberty School, MA-4, \$56,378, effective 9/1/14 – 6/30/15 (additional)

Toni Rodriguez, Kindergarten Inclusion/Resource Room Teacher, Redwood School, MA-2, \$55,380, effective 9/1/14 – 6/30/15 (replacement)

Pamela Romanchuk, Social Studies Teacher, Edison School, BA-5, \$53,057, effective 9/1/14 – 6/30/15 (additional)

Judi Sanzari, Administrative Assistant, Pleasantdale School, summer work, \$261 per diem, not to exceed 5 days, effective 7/1/14 - 8/22/14

Matthew Schmidt, Music Teacher, Liberty School, BA-2, \$51,862, effective 9/1/14 – 6/30/15 (replacement)

**2014-2015 Coaching Appointments:**

Name	Position	Location	Stipend
Jacqueline Cruz	Assistant Volleyball Coach	WOHS	\$8,481
Jacqueline Cruz	Softball Coach	LMS	\$4,949
Ryan Patscher	Wrestling Coach	LMS	\$4,949

**2014 Summer Program Additional Appointments:**

Name	Program	Position	Rate of Pay	Effective Dates
Andres Made	ESY Program	PT Driver	\$20.70/hour	6/23-8/1/14
Kevin Munroe	Summer Enrichment	Teacher	\$45.00/hour (not to exceed 60 hours)	6/27-7/18/14
Nancy Silvestri	WOHS Substitute	Greeter	\$17.85/hour (not to exceed 6 hrs/day)	7/11-7/18/14

**Grades 2-8 New Student Title I/BSIP Summer Testing, effective August 11-18, 2014:**

Name	Rate of Pay	Total
Sheila Armfield	5 days at 8 hours per day x \$40 per hour	\$1,600
Anita Dellal	6 days at 8 hours per day x \$40 per hour	\$1,920

**Summer Bridge Program, Edison Middle School, effective August 11 – 22, 2014:**

Name	Position	Rate of Pay	Total
Jeffrey LaFoon	Coordinator		\$1,000
Anton Carrera	Teacher, Language Arts	10 days at 3 hours per	\$1,650

		day x \$55.00 per hour	
Megan Domenick	Teacher, Math	10 days at 3 hours per day x \$55.00 per hour	\$1,650
Christina Ferinde	Teacher, Math	10 days at 3 hours per day x \$55.00 per hour	\$1,650
Janet Wiggins	Teacher, Language Arts	10 days at 3 hours per day x \$55.00 per hour	\$1,650
Sharon Anglum	Nurse	3 days at 3 hours per day x \$55.00 per hour	\$495
Elizabeth Ramos	Nurse	7 days at 3 hours per day x \$55.00 per hour	\$1,155

**2014-2015 Substitute Reappointment(s):**

Name	Type	Rate of Pay
Timothy Egan	Teacher	\$100.00 per diem
Keith Kaiman	Teacher	\$100.00 per diem

**2014-2015 Substitute Appointment(s):**

Name	Type	Rate of Pay
Gianna Stefanelli	Teacher, Instructional Asst	\$100.00 per diem

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

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

**Edwin Torres, Custodian, Edison School, unpaid medical leave of absence, effective retroactive to 6/24/14-6/30/14**

- 5. Superintendent recommends approval of lateral movement on salary guide for course completion, as per WOEa contract, retroactive to 1/1/14-6/30/14:**

Name	From	Step	Salary	To	Step	Salary
Michelle Morais, WOHS	MA+32	12	\$91,445	MA+48	12	\$92,944

**6. Adjustments to Board Approved Salaries:**

Name	Guide	Step	2014-2015 Base Salary	Longevity	2014-2015 Calculated Salary	Location
Julianne Bello	MS Asst. Principal	MA-2	\$107,475.66 (prorated 7/1-7/31/14)	-	\$107,475.66 (prorated 7/1-7/31/14)	RMS
Michelle Morais	Teacher	MA+48-13	\$96,995	-	\$96,995	WOHS

**B. CURRICULUM AND INSTRUCTION**

1. Recommend approval of the following new textbook adoption requests: (Att. #2)
  - Campell Biology for AP Biology, Grades 11, 12
  - College Physics AP for AP Physics 1, Grades 11, 12
2. Recommend approval of the following Field Trip requests for Summer 2014:

Group	Destination
Marching Band	Band Camp-Greeley, PA 8/17-8/22-14

**C. FINANCE**

1. Recommend approval of the 6/30/14 and 7/14/14 Bills Lists: (Att. #3)
 

Payroll/Benefits	\$ 434,224.54
Other	<u>\$ 2,423,861.89</u>
	<u>\$ 2,858,086.43</u>
2. Recommend approval of submission of No Child Left Behind (NCLB) Consolidated Grant for fiscal year 2015 in the amount of \$1,082,928 and acceptance of the Grant award of these funds upon the subsequent approval of the FY 2015 NCLB Application. (Att. #4)
3. Recommend acceptance of the following donations:
  - Upon recommendation of Robert Klemt, Principal, Refrigerator to Liberty Middle School from a faculty member for use in the Science Prep Area.
  - Upon recommendation of Joanne Pollara, Principal, Office Furniture and Office Supplies valued at \$850, to Pleasantdale School, from Sherlock Holmes, President of Genware Computer Systems
4. Recommend approval of Service Agreement for the Administration of Self-Insurance Program between Inservco Insurance Services Incorporated and the West Orange Board of Education, for the period 7/1/14-6/30/17, for a fee structure as follows: (Att. #5)
  - 7/1/14-6/30/15 \$22,638
  - 7/1/15-6/30/16 \$23,090
  - 7/1/16-6/30/17 \$23,090
5. Recommend acceptance of bid for Food Service Management RFP, #P1-14:
  - Sodexo Food Services Management Company.

6. **Recommend approval of resolution that the West Orange Board of Education approve the contract with Sodexo Food Services Management Company and that we the district pay a management fee to Sodexo of \$270,000 for the 2014-15 contract year. Be it further resolved that Sodexo guarantee that the West Orange School District shall receive an annual return of \$125,000 for the 2014-15 school year. (Att. #6)**
  
7. **Recommend acceptance of quotes for Lease-Purchase Financing Proposal:**

<b>Respondent</b>	<b>Index Federal Reserve H-15 Like term Constant Maturity %/Index Date</b>	<b>Purchase Option Penalty (% of outstanding principal balance)</b>	<b>Rate Quote (*actual yield with fee inc.)</b>	<b>Additional Fee</b>	<b>Recommend</b>
U.S. Bancorp Government Leasing and Finance, Inc. NJ	1.04/3 yr. 7/14/14	103%	1.047%		Recommend for award
Sun Trust Equipment Finance & Leasing	1.03/3 yr. 7/7/14	102%	1.00% (1.04702%)	\$250 doc.	

**8. RESOLUTION OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY PROVIDING FOR THE ACQUISITION OF NETBOOK COMPUTERS THROUGH A LEASE PURCHASE TRANSACTION AND AUTHORIZING EXECUTION OF A LEASE PURCHASE AGREEMENT AND OTHER RELATED AGREEMENTS AND ACTIONS NECESSARY TO ACCOMPLISH THE TRANSACTION**

**WHEREAS**, The Board of Education of the Township of West Orange in the County of Essex, New Jersey (the "Board") has determined to finance the acquisition of netbook computer equipment and any related equipment and costs, including the financing costs and any additional incidental costs (the "Equipment") through a lease purchase transaction; and

**WHEREAS**, the Board has selected McManimon, Scotland & Baumann, LLC to serve as Special Counsel (the "Special Counsel") for the transaction contemplated herein; and

**WHEREAS**, the Board has selected Middlesex Regional Educational Services Commission ("MRESC") to serve as Financial Advisor for the transaction contemplated herein; and

**WHEREAS**, the Board has followed the procedures required by N.J.S.A. 18A:20-4.2(f), N.J.S.A. 18A:18A-1 *et seq.*, and other applicable law and the regulations promulgated thereunder; and

**WHEREAS**, the Board hereby authorizes and ratifies the request for bids (the "Request for Bids") for the financing of the Equipment pursuant to a lease purchase agreement for a principal amount of \$540,900, and the Request for Bids established the criteria for awarding the bid to the lowest responsive and responsible bidder and established the index for the interest rate for the financing; and

**WHEREAS**, the bids were received on July 10, 2014 in accordance with the Request for Bids; and

**WHEREAS**, of the bids submitted, U.S. Bancorp Government Leasing and Finance, Inc. submitted the lowest cost responsive and responsible bid, and the Board wishes to award the lease purchase financing to this company in accordance with its bid and the Request for Bids; and

**WHEREAS**, the Board now intends to enter into an equipment lease purchase agreement with U.S. Bancorp Government Leasing and Finance, Inc. (the "Lease") on a date to be determined by the Business Administrator/Board Secretary;

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY AS FOLLOWS:**

Section 1. The Board hereby approves the bid submitted by U.S. Bancorp Government Leasing and Finance, Inc. (referred to hereinafter as the "Purchaser" or sometimes the "Lessor") to enter into the Lease at an interest rate per annum of 1.047% for a term of three years in the principal amount of \$540,900, representing the principal portion of the rent payments under the Lease. This award is being made in accordance with the Request for Bids and the bid submitted by the Purchaser to the MRESC for the proposed transaction, on July 10, 2014, and on file with his office. The Purchaser's interest rate will be held fixed for a period of 60 days from the date of the bid. If the closing does not occur within 60 days of the date of the bid, the interest rate will be calculated in accordance with the index rate set forth in the Request for Bids.

Section 2. The Board hereby authorizes the execution and the delivery of, and the performance by the Board of its obligations under, the Lease and other related financing agreements and documents, which shall be in the form approved by Special Counsel. The Board hereby authorizes and directs the Board President and/or the Business Administrator/Board Secretary to execute such documents on behalf of the Board, and the signature of such official shall be conclusive proof of such approval.

Section 3. The payments of rent or other monies due under the Lease shall be made only from the General Fund of the Board. Neither the Board nor any agency, department or political subdivision thereof shall be obligated to pay any sum to the Lessor under the Lease from any taxing



source for the payment of any sums due under the Lease. The obligations of the Board under the Lease shall not constitute indebtedness of the Board or of the constituent municipalities or of any department, agency or political subdivision thereof. The Lease, to be prepared in accordance with the Request for Bids and the bid submitted by the Lessor, will set forth the terms of the lease purchase acquisition by the Board of the Equipment, the rental payments to be paid by the Board in respect thereof and the dates on which rents shall be due and payable.

Section 4. The proceeds of the sale of the Lease shall be applied to (i) pay costs of the Equipment, and (ii) pay costs of entering into the Lease.

Section 5. The Business Administrator/Board Secretary is authorized if it becomes necessary to direct the investment of funds under an escrow deposit agreement (the "Escrow Agreement") between the Board and an escrow agent, consistent with the provisions of New Jersey law and the Escrow Agreement and is authorized to enter into such agreement, to execute such documents on behalf of the Board as may be necessary and to pay any associated costs with the Escrow Agreement.

Section 6. The Board hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code") in order to preserve the exemption from taxation of the interest portion of the rental payments under the Lease, including, if applicable, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Lease. The Board hereby declares its intent to issue the Lease in the principal amount set forth herein and to use the proceeds of the Lease to pay or reimburse expenditures for the costs of the Equipment for which the Lease is authorized herein. This resolution is a declaration of intent within the meaning and for the purposes of Treasury Regulations Section 1.150-2 or any successor provisions of federal income tax law. The Lease will be designated as a "qualified tax-exempt obligation" for the purposes of Section 265(b)(3)(B)(ii) of the Code.

Section 7. The Business Administrator/Board Secretary and/or the Board President and other appropriate representatives of the Board are authorized to take any and all actions necessary to implement the transaction and the agreements authorized herein, and any such actions taken prior to adoption of this resolution are hereby ratified and approved.

Section 8. This resolution shall take effect immediately.

**9. Recommend approval of the following service agreements for the 2014-2015 school year, as per specifications in the attached: (Att. #7)**

- **Epic Health Services, Inc., nursing care for school hours and transportation, including 2014 Extended School Year, in an amount not to exceed \$60,000**
- **New Jersey Commission for the Blind, in an amount not to exceed \$5,400**
- **St. Monica's Health Care Agency, Bayada Nurses, and Delta Group, nursing staff relief services, in amounts not to exceed \$30,000 each**

**Service agreements continued:**

- Bayada Home Health Care, Inc., nursing care for school hours and transportation, including 2014 Extended School Year, in an amount not to exceed \$70,000
  - Loving Care Agency, Inc., nursing care for school hours and transportation, including 2014 Extended School Year, in an amount not to exceed \$50,000
10. Recommend approval of continuation of service agreement for software support, for use in Student Support Services, for the 2014-2015 school year with Contour Data Corporation in the amount of \$10,040 for Student Tracker Software Support, Annual Hosting of Tracker/Webtrack via the Internet, and Annual Support for Tracker Interface to other data source.
  11. Recommend approval of tuition for the 2014-2015 school year, including Extended School Year, Out-Of-District placements, effective retroactive to 7/1/14, as per the attached (Att. #8)
  12. Recommend approval of renewal of service contract agreement with the Center for Autism and Early Childhood Mental Health at Montclair State University, for the 2014-2015 school year, in the amount of \$32,000, to be funded through the FY2015 IDEA Grant.
  13. Recommend approval of the service contract agreement with Cerebral Palsy of North Jersey, Livingston, NJ, for: Physical Therapy, in an amount not to exceed \$125,000 funded by district money; and for Occupational Therapy, in an amount not to exceed \$70,000, funded through the FY15 IDEA Grant. (Att. #9)
  14. Recommend approval of Settlement Agreement between the Parents o/b/o of Student # 9823011502 and the West Orange Board of Education as stipulated in closed session Recommend approval of Settlement.
  15. Recommend retroactive approval of June 2014 transfers within the 2013-2014 budget in compliance with N.J.A.C. 6A:23-2.11(A)2.

From Account	Description	Amount	To Account	Description	Amount
11-000-100-564	Tuition Voc. Sp. Ec.	\$3,633	11-000-100-563	Tuition County Voc.	\$3,633
11-000-211-100	Salary Attend.	\$35	11-000-211-500	OPS Attend.	\$35
11-000-213-504	Exams Health	\$14,000	11-000-213-800	Misc. Exp. Health Svc.	\$14,000
11-000-262-110	Salary Plant	\$1,100	11-000-219-592	OPS CST	\$1,100
11-000-262-110	Salary Plant	\$1,500	11-000-262-420	Repair Plant Svc.	\$1,500
40-701-510-833	Lease Pur. Int.	\$6,000	40-701-510-723	Lease Pur. Prin.	\$6,000
40-701-510-833	Lease Pur. Int.	\$1	40-701-510-834	Bond Interest	\$1

16. Recommend approval of July 2014 transfers within the 2014-2015 budget in compliance with N.J.A.C. 6A:23-2.11(A)2.

From Account	Description	Amount	To Account	Description	Amount
11-000-291-270	Health Benefits	\$30,000	11-000-262-622	Energy – Electric	\$30,000
11-190-100-530	Instr. Tele.	\$215,000	11-000-230-530	Admin. Tele.	\$215,000

**D. REPORTS**

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


- X. MOTION FOR THE NEXT BOARD MEETING to be held at 6:00 p.m. on August 18, 2014 at West Orange High School.

**XI. PETITIONS AND HEARINGS OF CITIZENS**

**XII. ADJOURNMENT**

*The Public Schools*  
*West Orange, New Jersey*

Public Agenda  
Date: 7/14/14  
Attachment #1 2

**To:** Mr. Jeffrey Rutzky, Superintendent  
**From:** Donna Rando, Ed.D., Assistant Superintendent   
**Date:** July 8, 2014  
**Re:** Textbook Adoption Requests

Attached, for Board of Education approval, are the following textbook adoption requests:

- Campell Biology for AP Biology, Grades 11, 12
- College Physics AP for AP Physics 1, Grades 11, 12

Please advise if we can proceed.

Thank you.

*THE PUBLIC SCHOOLS  
WEST ORANGE, NEW JERSEY*

**TEXTBOOK ADOPTION REQUEST**

Requested By: Stephanie Suriano Date: 7/6/2014

1. Course Title: AP Biology
2. Title: Campbell Biology  
Author: Reece, Urry, Cain, Wasserman, Minorsky and Jackson 10<sup>th</sup> Edition / AP  
Publisher: Pearson  
Date of Publication: 2014

3. Describe the manner in which the new text will address:

- a. Core Curriculum Content Standards and State Assessments

This new edition of the textbook is specifically aligned with the revised AP curriculum and is based on the draft NCCCS (National Common Core Curriculum Standards) for Biology. The NJCCS (New Jersey Core Curriculum Standards) and the Next Generation Science Standards (NGSS) are also encompassed in this overall curriculum design.

- b. Career Education

Each unit begins with an interview of a professional in the field of biology. The interviews relate how the scientists became involved in their respective fields, research techniques and findings, as well as their current professional responsibilities and challenges.

- c. Cultural Diversity: Outline those ways in which the selected textbook addresses the area of Cultural Diversity.

There is little representation of social issues in this college level biology book. Diversity is demonstrated by the 8 scientists that are interviewed at the beginning of each unit. Of the 8 scientists, four are female, one is of Filipino-American descent and another is of Mexican descent. All featured professionals are interviewed and presented in a photograph.

4. Selection Process: Outline the process which was conducted in the selection of the new textbook.

Evaluations and sample copies of 3 textbooks generally used in AP Biology courses including Principles of Life by Hillis, Sadora, Heller, and Price and The Unity and Diversity of Life by C. Starr, Taggart, Evers, and L. Starr as well as the chosen text were reviewed. Opinions of other teachers were gained through the AP Biology teachers list serve.

5. Rationale for Purchase:

The College Board recommends that AP Biology texts be tied to the NCCCS and NGSS (Next Generation Science Standards). This text includes a connection to those standards. In order to maintain favorable AP status with the College Board, an update to the current 10 year old text is necessary.

6. Criteria Used for Selection:

Alignment to the NCCCS and NGSS. Readability

7. Ancillary Materials and Technical Resources:

There is no additional cost. The price per textbook includes Mastering Biology with Pearson eText 6-year access + Revised AP® Test Prep Workbook for New Curriculum.

8. Budget:

Price per Textbook	Number of Copies Expected to Order	Total Anticipated Cost
<u>162.97</u>	X <u>20</u>	= <u>\$ 3,259.40</u>
Ancillary Materials and Technical Resources Cost		<u>\$0</u>
		Shipping <u>\$196.00</u>
<b>Total</b>		<u>\$3,455.40</u>

9. Readability Level Studies Conducted with Reading Levels:

Standard reading measures were used to evaluate this text. It is written at the 11<sup>th</sup>-12<sup>th</sup> grade level.

10. Attach the Completed Form, "Evaluation of Textbooks/Instructional Materials For Equity."

11. Please return forms to Dr. Donna Rando, Assistant Superintendent for Curriculum and Instruction.

*THE PUBLIC SCHOOLS  
WEST ORANGE, NEW JERSEY*

**TEXTBOOK ADOPTION REQUEST**

Requested By: Stephanie Suriano Date: 7/6/2014

1. Course Title: AP Physics 1
2. Title: College Physics AP® Edition  
Author: E. Etkina, M. Gentile, A. Van Heuvelen, 1<sup>st</sup> Edition/AP  
Publisher: Pearson  
Date of Publication: 2014
3. Describe the manner in which the new text will address:
  - a. Core Curriculum Content Standards and State Assessments

This new edition of the textbook is specifically aligned with the College Board's revised AP Physics 1 curriculum and is based on the draft NCCCS (National Common Core Curriculum Standards) for Physics. The NJCCS (New Jersey Core Curriculum Standards) are also encompassed in this overall curriculum design.

- b. Career Education

The book contains many real world applications of physics by relating concepts and laws to everyday experiences and applying them in fields like biology, medicine, and astronomy.

- c. Cultural Diversity: Outline those ways in which the selected textbook addresses the area of Cultural Diversity.

There is little representation of social issues in this college level physics book. Diversity is demonstrated through the multiple photographs and drawings that feature both males and females of different ethnicities.

4. Selection Process: Outline the process which was conducted in the selection of the new textbook.

Evaluations and sample copies of 3 textbooks approved for use in the AP Physics courses including Physics: Principles with Applications by D. Giancoli and Physics by J. Cutnell, and K. Johnson as well as the chosen text were reviewed. Opinions of other teachers were obtained through the College Board AP Physics Teacher Community website.

5. Rationale for Purchase:

College Physics is one of the books recommended by the College Board for use in the new AP Physic 1 course. The book's specific design for the new AP Physic 1 course along with the book's inquiry-based approach to learning physics were important considerations.

6. Criteria Used for Selection:

Alignment to the new AP Physics 1 curriculum. Readability and the inquiry-based approach to learning physics.

7. Ancillary Materials and Technical Resources:

There is no additional cost. The price per textbook includes Mastering Physics with Pearson eText 6-year access.

8. Budget:

Price per Textbook		Number of Copies Expected to Order		Total Anticipated Cost
<u>\$152.97</u>	X	<u>75</u>	=	<u>\$11,472.75</u>

Ancillary Materials and Technical Resources Cost

	shipping	<u>\$918.00</u>
<b>Total</b>		<u>\$12,390.75</u>

9. Readability Level Studies Conducted with Reading Levels:

Standard reading measures were used to evaluate this text. It is written at the 11<sup>th</sup>-12<sup>th</sup> grade level.

10. Attach the Completed Form, "Evaluation of Textbooks/Instructional Materials For Equity."

11. Please return forms to Dr. Donna Rando, Assistant Superintendent for Curriculum and Instruction.



Public Agenda  
 Date: 7/14/14  
 Attachment # 4

Close Printer Friendly Page



STATE OF NEW JERSEY  
 DEPARTMENT OF EDUCATION

EWEG  
 Electronic Web-Enabled Grant System

**Applicant:** 13 5680 WEST ORANGE Essex County  
**Application:** 2014-2015 NCLB Consolidated - 00  
**Cycle:** Original Application  
**Project Period:** 7/1/2014 - 6/30/2015

**Application Sections**  
 NCLB Consolidated  
 Printer-Friendly  
[Click to Return to Application Select](#)  
[Click to Return to Menu List / Sign Out](#)

**Budget Summary**

[Instructions](#)

The application has been submitted. No more updates will be saved for the application.

Function / Object	Title I Part A	Title I Part D State Agency	Title I Part D LEA	Title I SIA Part A	Title II Part A	Title III	Title III Immigrant	Title VI
<b>100</b>	<b>Instruction</b>							
100-100	\$611,926				\$100,084	\$37,608		
100-300	\$5,590							
100-500								
100-600	\$26,123					\$16,564		
100-800								
<b>200</b>	<b>Support Services</b>							
200-100	\$5,700					\$4,087		
200-200	\$152,655				\$26,022	\$3,190		
200-300	\$21,000					\$1,500		
200-400								
200-500	\$7,000				\$5,707	\$9,000		
200-600	\$4,000							
200-800								
200-860								
<b>400</b>	<b>Fac. Acq. and Construction Ser.</b>							
400-720								
400-731								
400-732								
<b>520</b>	<b>Schoolwide</b>							
520-930								
<b>PGM ADM</b>	<b>Program Administration</b>							
PGM ADM	\$43,722					\$1,450		
Total Budgeted	\$877,716	\$0	\$0	\$0	\$131,813	\$73,399	\$0	\$0

**SERVICE AGREEMENT FOR ADMINISTRATION OF  
SELF-INSURANCE PROGRAM**

This Agreement, made and entered into this 14th day of July 2014, by and between INSERVCO INSURANCE SERVICES, INCORPORATED, a Pennsylvania corporation with its principal place of business in Harrisburg, Pennsylvania, Dauphin County, (the "Company") and WEST ORANGE BOARD OF EDUCATION with principal offices located in West Orange, Essex County, New Jersey, (the "Self-Insured").

In consideration of the mutual promises and agreements contained in this Service Agreement, and intending to be legally bound, the parties agree as follows:

**A. DEFINITIONS.**

The following definitions will apply to the words and phrases when used in this Agreement:

1. "Allocated Expenses" shall mean all items of expenses, including, but not limited to attorneys' fees, photographers' fees, expert witnesses', fees for medical examinations for claim evaluation purposes, court costs, travel expenses for witnesses, medical management including bill repricing, vocational rehabilitation, court reporters' fees, costs or expenses relating to the investigation, negotiation, settlement, or defense of any claim and as may be necessary for the handling of subrogation cases. Except for legal fees and capped attorney fees, such Allocated Expenses shall require specific prior written or verbal approval of Self-Insured.
2. "Catastrophic Loss" shall mean a claim involving multiple (10 or more) claimants resulting from the same occurrence, accident, etc. In the event of multiple claimants, each claimant, No. 10 and above, will be considered a separate claim and a \$250 per claim fee charged.
3. "Claims Administration Services" shall mean those services provided by the Company as further described in Section B (1) in this Agreement.
4. "Discretionary Settlement Authority Limits" shall mean the authority to settle claims for up to \$10,000 for the Company,
5. "Program" shall mean the Self-Insured's insurance program.
6. "Administrative Account" an account used to pay for expenses associated with the Program that are not able to be allocated to any particular claim file. An authorize representative of the Self-Insured shall direct all disbursements from this account.

**B. OBLIGATIONS OF THE COMPANY.**

1. With regard to Claims Administration Services, the Company agrees to:
  - a) Review all Self-Insured's Report of Claim forms submitted by the Self-Insured in which the dates of injury fall during the term of this Agreement and to conduct such investigation as the circumstances of each case dictate;
  - b) Establish and maintain estimated reserve figures for each claim file and to consult with the Self-Insured with respect to payment of any case that is over Company's discretionary settlement authority;
  - c) Furnish all claim forms necessary for proper claims administration;
  - d) Maintain claim files for each reported claim throughout the life of the claim (in paper or imaged format), retain all closed files for a period of three (3) years following closing of the file, and, after three years, return the closed files to Self-Insured;
  - e) As soon as reasonably practicable following the end of each month, furnish to the Self-Insured statistical information consisting essentially of the following details:
    - (i) The total number of claims reported to the Company during the preceding month;
    - (ii) The total amounts paid by the Company during the preceding month and a breakdown of said total on a "by line" basis;
    - (iii) The amounts paid by the Company during the preceding month on each individual case on a "by line" basis;
    - (iv) The amounts paid to date on each open claim or claim closed during the preceding month; and
    - (v) Outstanding reserves on each individual case on a "by line" basis;
  - f) Transmit, weekly, to the Self-Insured a list of all medical and indemnity benefits and Allocated Expenses to be paid, the total of which represents the amount that the Self-Insured shall immediately make available in its account for payment of that week;

- g) Issue Company or Self-Insured drafts or checks for payment of benefits and Allocated Expenses, said drafts or checks being paid from an account maintained by the Company at a bank of its choice with fees or charges in connection with the account being the responsibility of the Company;
  - h) Upon any termination of this Agreement, renegotiate the amount of the funds to be made available by the Self-Insured to conclude cases under the provisions of Section F.5. herein and at the conclusion of all services under this Agreement to have a final reconciliation of the account and to leave any unused funds for use of the Self-Insured;
  - i) Notify the Self-Insured and excess insurance carrier of any specific case that may involve the Self-Insured's excess insurance carrier for the program being administered by the Company. The Company will comply with all claims reporting requirements of the excess carrier. The Client's failure to timely provide copies of the excess insurance policies and any necessary information that is reasonably required to report such claims shall relieve the Company of its obligation to report to the Client's excess carrier;
  - j) Provide all necessary subrogation services within claims management fee;
  - k) Attend any regularly scheduled Self-Insured claims meetings to review claims;
  - l) Notify the Self-Insured and seek approval for any claim requiring litigation as soon as reasonably practical;
  - m) Safety management/loss control services, none
  - n) Maintain and supervise such personnel as may be necessary to perform Company's duties hereunder, with the hiring, assignment and termination of such personnel being at the sole discretion of the Company; and
  - o) Maintain professional liability insurance coverage to insure against any claim for damages arising out of or by reason of any acts or omissions directly or indirectly in connection with the Company's performance of its services under this Agreement.
2. The Company acknowledges and agrees that if the Self-Insured has now, or creates in the future, an Administrative Account then the Company will process for payment, from the Administrative Account, only those expenses that are submitted by the Self-Insured that have been approved by at least one authorized representative of the Self-Insured. The Self-Insured shall designate in writing those individuals that authorized to direct such payments. The Self-Insured designates no one as authorized representative(s) for this purpose. The Self-Insured further acknowledges and agrees that the Company, its affiliates, or any of their respective officers, directors, employees, or representatives shall not be required to review for the authenticity, legitimacy or validity of the expenses to be paid from the Administrative Account. The Self-Insured's authorized representative(s) are solely responsible to review,

approve and direct payments made from the Administrative Account. In no instance shall the Company be considered a fiduciary of the Administrative Account. The Self-Insured shall indemnify for all expenses and hold harmless the Company for any negligent, reckless or willful misconduct by the Self-Insured's authorized representative in reviewing, approving and directing payment from the Administrative Account.

3. is understood and agreed that the Company will not perform, and the Self-Insured will not request the Company to perform, any services which may constitute the practice of law.

**C. OBLIGATIONS OF THE SELF-INSURED.**

1. The Self-Insured agrees to:
  - a) Promptly report all claims to the Company;
  - b) Pay to the Company the service fees as set forth in this Paragraph F of this Agreement;
  - c) Make available immediately in its account a sum equal to the weekly list of payments and Allocated Expenses supplied by the Company;
  - d) Assume the cost of defense of any action on behalf of the Company, its agents or employees, if any of them are named as a defendant(s) in any action: (i) where the plaintiff's cause of action involves a claim hereunder; and (ii) where there are no allegations of errors, omissions, torts, intentional torts or other negligence on the part of the Company;
  - e) Select legal counsel from list supplied by the Company or select own counsel, and having so acted, permit the Company to assign cases and/or to consult with such counsel as the Company may deem appropriate; and
  - f) Provide the Company with such additional information with respect to matters incidental to the Company's performance of services under this Agreement as may be requested by the Company from time-to-time.
  - g) Provide copies of the excess insurance policies for the Program.
2. The Self-Insured shall be responsible at all times for the payment of all claims and Allocated Expenses covered by the claims administration services provided by the Company pursuant to this Agreement.
3. The Self-Insured shall cooperate with the Company in the performance of its claims administration services hereunder. The Company shall not be liable for any breach of obligations under this Agreement caused in whole or in part by the lack of cooperation or breach of obligations by the Self-Insured.

**D. INDEMNIFICATION.**

1. The parties agree to indemnify and hold the other party, its employees, and owners harmless from any liability, loss, cost, damage, or expense, including attorney's fees, arising out of or incident to the other party's performance of the terms of this Agreement. The parties shall further indemnify, defend and hold harmless the other party, its officers, directors, employees or agents from and against and in respect to any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, that party shall incur or suffer, which arises out of, respect from or relate to any negligent act or gross or willful misconduct in the performance of a party's obligation under this Agreement by its officers, directors, employees, or agents.
2. In addition to Self-Insured's duty to indemnify Company as set forth above, Self-Insured further agrees that 1) in the event a court of competent jurisdiction holds the Company liable for bad faith, as the term is applied to insurance carriers, then Self-Insured will indemnify and hold Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees, that results from that court's decision; and 2) in the event that the complained of action was taken by the Company at the specific direction of, or in reliance upon statements made by, the Self-Insured, then the Self-Insured will indemnify and hold the Company harmless from any liability, loss, cost, damage, or expense, including attorney's fees that result from Self-Insured's direction.
3. The defense, including legal fees and costs together with the amount of any judgment, of any legal action against Self-Insured arising out of a claim for coverage under the Program, shall be the responsibility of the Self-Insured and shall not be an obligation of the Company.
4. The Company shall not, by entering into and performing services in accordance with the terms of this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of the Self-Insured.
5. The indemnifications provided for by this section shall survive the termination of this Agreement.

**E. LIMITATION OF LIABILITY.**

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR DAMAGES RESULTING FROM THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THE RELATIONSHIP OF THE PARTIES, THIS AGREEMENT, ITS NEGOTIATION OR TERMINATION, DOCUMENTATION OR SERVICES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY SELF-INSURED TO COMPANY UNDER THIS AGREEMENT. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY SET FORTH IN THIS SECTION ENTITLED "LIMITATION OF LIABILITY". SELF-INSURED ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

**F. FEES, TERM & TERMINATION.**

1. Except as otherwise provided for in Paragraph F.4. below, the term of this Agreement shall be for three years beginning on July 1, 2014 and ending on June 30, 2017.
2. Fees for claims administration services under this Agreement and for the term specified in Paragraph F.1 above are as follows:
  - a) Guaranteed fee of \$22,638.00 for one year, from July 1, 2014 through June 30, 2015, a second year fee of \$23,090.00 for one year from July 1, 2015 through June 30, 2016 and a third year fee of \$23,090.00 from July 1, 2016 through June 30, 2017.
  - b) The Company fixed fee includes all new claims as of the effective date of this Agreement and all open claims incurred through June 30, 2014. The claims management fixed fee does not include usual Allocated Expenses or catastrophic losses, PPO savings at 25% of savings.
3. Monthly invoices are due and payable upon receipt, but in no event later than thirty (30) days after the date of the invoice.
4. Either party may terminate this Agreement immediately for cause by providing notice in writing to the other party and that party has failed to cure if:
  - a) It is established that either party needs and has lost, has suspended or has not secured a license, governmental approval or exemption in accordance with applicable laws or regulations in order to enter into or perform this Agreement; or
  - b) Either party materially breaches this Agreement in any manner where such material breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party; or
  - c) Either party shall apply for or consent to the appointment of a receiver, trustee or liquidator of Self-Insured or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of any insolvency law, or if an order, judgment or decree shall be entered by

any court of competent jurisdiction, on the application of creditor, adjudicating Self-Insured bankrupt or insolvent or approving a petition seeking reorganization of the Self-Insured and such order, judgment or decree shall continue unstayed and in effect for period of sixty (60) consecutive days, then in case of any such event, the term of this Agreement shall expire, at Company's option, on ten (10) days written notice to Self-Insured.

5. The handling of any claim pending on the date of termination of this Agreement shall be negotiated by both parties unless the parties agree to enter into a renewal or new contract for the same services. In such case, all pending claims shall be handled consistent with the fees set forth in the new Agreement.
6. Upon termination of this Agreement, the Self-Insured shall be entitled, if it so requests, to possession of the electronic files the Company has maintained for claims, medical incidents, and occurrences (but not including any computer software or other proprietary information of the Company), provided, however, that the Company and its employees, agents, or attorneys shall continue to be entitled to inspect such files and make copies or extracts there from subject to approval by Self-Insured;
7. Upon termination of Company's duties hereunder, it shall be the responsibility of the Self-Insured to arrange and pay all costs for the transfer to a successor of custody of any of the Self-Insured's records in the Company's possession including original claims records. The Company may, at its option, transfer such records in such form, as it may desire, including computer tapes or disks, and it is the responsibility of the Self-Insured to convert such information into a form required by successor. In addition, the Company shall deliver to the Self-Insured all electronic data and hard copy data, if any, for claims within thirty (30) days following the termination of Company's duties hereunder.
8. It is expressly understood that the Company shall not be required to advance its own funds to pay losses or Allocated Expenses hereunder or to perform any services hereunder if the Self-Insured fails to provide adequate funds as herein set forth. Company will not be considered the insurer, guarantor or underwriter of the liability of the Self-Insured for coverage and Self-Insured will have final responsibility and liability for payment of claims in accordance with the provisions of the Program.

**G. CONFIDENTIALITY.**

The parties agree to keep all oral and written information confidential and, other than required to satisfy obligations under this Agreement, to refrain from releasing such information to any third party without the express written authorization of the other party, except to the extent such release may be required by law, regulation or court order and in which case prior notice of such release shall be given to the other party.



#### **H. RIGHT TO AUDIT.**

The Self-Insured shall have the right to review any open or closed claim files, billings, invoices, payment history related to a claim made under the Program and the services provided for a particular claim. Any such reviews shall be during normal business hours and upon reasonable advance notice to the Company.

#### **I. RELATIONSHIP OF THE PARTIES.**

In the performance of the work, duties and obligations of the parties to this Agreement, Company shall at all times be acting and performing as an independent contractor with respect to Self-Insured. No relationship of employer and employee, partner, joint venturer, agent, fiduciary, trustee, or similar relationship between Company and Self-Insured is created by this Agreement or by performance of any activities contemplated hereunder. The Self Insured acknowledges and agrees that none of the Company, its affiliates, any of its subcontractors or vendor service providers, or any of their respective officers, directors, employees, agents, or representatives are employers or employees of the Self-Insured, partners, joint venturers, agents, fiduciaries or trustees or hold similar relationships with respect to the Self-Insured. Neither party hereto will make any claims or demands against the other party for any liability or loss of any kind or character in connection with any such relationships, including, without limitation, claims for employee benefits. In addition, neither party shall have any power or authority to act for or on behalf of, or to bind the other except as herein expressly granted, and no other or the grant nor denial of power or authority specifically mentioned herein shall imply greater power or authority.

#### **J. DISCLOSURE OF BUSINESS ARRANGEMENTS**

Self Insured understands and acknowledges that the Company may have business agreements, including cost sharing arrangements, with the vendor service providers that perform services related to this Agreement or in connection with the services provided under this Agreement including the Claims Administration Services provided by the Company and the services related to allocated and unallocated expenses. As part of these business agreements, there may be financial considerations paid by the vendor service provider to the Company for the resources and services that the Company may provide, which could include marketing, personnel, information technology, system access, and various administrative services. The amounts, which may be material, that the Company may receive from a vendor provider vary from provider to provider and may depend upon the types and quantity of resources and services the Company provides to the vendor provider. Self Insured understands and acknowledges that it is under no obligation to utilize any vendor provider that is recommended by the Company to perform services related this Agreement and if Self Insured elects not to utilize the services of a recommended vendor provider, then Self Insured can select a vendor service provider it chooses

to the perform such services. Self Insured acknowledges that if it selects a vendor service provider different than one that is recommended by Company then there may be an adjustment to the Claims Administration Services fee. Self Insured also acknowledges that it has control over the types of and amounts of services a vendor service provider performs under or in connection with this Agreement, whether recommended by the Company or selected by Self-Insured.

Self Insured understands and acknowledges that the Company also has an ownership interest in Keyscripts LLC, managed care vendor that provides pharmacy benefit, physical therapy network and durable medical equipment network services, that the Company may recommend using to control costs for the Program. As with any vendor service provider, the Self-Insured is able to choose a different service provider for these services.

#### **K. MISCELLANEOUS PROVISIONS.**

1. *Waiver.* Failure of either party to enforce at any time any provision of this Agreement or to exercise any of the rights granted in this Agreement shall not affect or impair the validity of any part of this Agreement or the right to require full performance at any time thereafter. Further, the waiver by either party of a breach of any such provision shall not be held to be a waiver of any subsequent breach thereof.
2. *Severability.* If, at any time, any part of this Agreement is found to be unenforceable, illegal, or contrary to public policy, then the remainder of the Agreement remains in full force and effect except for the unenforceable portion.
3. *Notices.* Any notices required by this Agreement shall be in writing and may be delivered personally or by registered mail, postage prepaid, and addressed to the respective parties at the last known address given by either party to the other.
4. *Applicable Law.* This Agreement shall be construed, enforced, and administered in accordance with the laws of the Commonwealth of Pennsylvania.
5. *Headings and Subheadings.* The headings and subheadings in this Agreement are inserted for the convenience of reference only and are to be ignored in any construction of the provisions thereof.
6. *Gender and Number.* Wherever applicable, the feminine or masculine pronoun as used herein shall also include the masculine and feminine, as the case may be, and the singular or the plural, and vice versa.
7. *Reference to Statutes and Regulations.* Reference in the Agreement to laws, statutes, and regulations shall include all applicable local ordinances, state or federal statutes and all applicable regulations, rulings, procedures, releases, and other procedures, releases and other position statements issued by any governmental agency.

8. *Entire Agreement.* This Agreement represents the entire and exclusive statement of the Agreement of the parties and no modification or amendment of this Agreement shall be valid unless made in writing and signed by both parties. Such modification or amendment shall be attached to and will become a part of this Agreement.
9. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date(s) indicated.

ATTEST:

\_\_\_\_\_

INSERVCO INSURANCE SERVICES, INC.

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

Name:

Title:

ATTEST:

\_\_\_\_\_

[SELF-INSURED]

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

Name:

Title:



## RESPONSE AND PROJECTED OPERATING STATEMENT

ATTACH AS FIRST PAGES OF RESPONSE TO REQUEST FOR PROPOSAL(RFP)

Response and Projected Operating Statement	
for	
Local Education Agency (LEA)	
LEA: WEST ORANGE PUBLIC SCHOOLS	
School Year	20 <input type="text" value="14"/> -- 20 <input type="text" value="15"/>

We the undersigned, agree to operate the food service program as described in the RFP specifications.

FSMC NAME:	Sodexo Management, INC		
FSMC ADDRESS:	9801 Washingtonian Blvd., Gaithersburg, Maryland 20878		
FSMC REPRESENTATIVE'S NAME:	Dorian Sano		
SIGNATURE:			DATE:
TELEPHONE #:	908 731 4415		FAX #: 908 731 4245
E-MAIL ADDRESS:	dorian.sano@sodexo.com		

This proposal is subject to all the attached terms, conditions and specifications. If accepted we hereby agree to enter into a FOOD SERVICE MANAGEMENT COMPANY (FSMC) CONTRACT as described in the RFP. Assumptions listed in Sample Core Contract. **All** FSMC Management Fees (ie- General Support Services, Administrative, General) must be listed below.

**List ALL FSMC MANAGEMENT FEE(s):**

Flat Fee	Cents/Meal	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**PROJECTED BOTTOM-LINE: (K)**

LEA: <input checked="" type="checkbox"/> PROFIT	\$125,000.00
<input type="checkbox"/> LOSS	< >
<input type="checkbox"/> BREAKEVEN	< >

Is the profit/loss/breakeven a **GUARANTEE** to the LEA?  
 Is the guarantee the same as the **projected bottom line**?  
 If no, indicate the **actual** guaranteed profit/loss/breakeven:  
 Is the guarantee capped?  Yes  No  
 If yes, capped up to the amount of 100% of the management fee \$270,000.

Yes  No  
 Yes  No  
 \$

This operating statement is based on:

180	days of meals service (breakfast)
180	days of meals service (lunch)
	days of meals service (after school snack)
180	# of work days (hourly employees only)

Does the anticipated reimbursement include the performance based funds (6 cents)?  Yes  No

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

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179 Eagle Rock Avenue · West Orange · New Jersey · 07052  
Telephone: 973-669-5400 Ext. 20538  
Fax: 973-669-8601

MS. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8  
MS. CONSTANCE SALIMBENO, DIRECTOR  
MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 1, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbene  
**RE:** Agenda Item

Recommend approval to use the following agency for nursing care for Student ID# 1004094, An out of district student attending ARC Kohler School, Mountainside, NJ, for the 2014 – 2015 School Year, including Extended School Year, for School Hours and Transportation, not to exceed \$60,000.

\$46 (LPN) - \$50 (RN) per hour  
Epic Health Services, Inc.  
North Brunswick, NJ 08902

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

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MS. CONSTANCE SALIMBENO, DIRECTOR  
MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 2, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Request approval of service agreements between West Orange Public Schools and New Jersey Commission for the Blind for the 2014-2015 school year for the following students:

• #2506122	1,800	Level 1
• #00247074	1,800	Level 1
• #2908089	<u>1,800</u>	Level 1
	\$5,400	

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

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Ms. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8  
Ms. CONSTANCE SALIMBENO, DIRECTOR  
Mrs. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 1, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval to continue to use the following agencies for nursing staff relief services for the 2014-2015 school year:

St. Monica's Health Care Agency  
West Orange, NJ  
\$51 per hour RN  
\$46 per hour LPN  
\$36 per hour CNA  
Not to exceed \$30,000

Bayada Nurses  
1460 Livingston Ave., Bldg. 400, 3<sup>rd</sup> Fl  
North Brunswick, NJ 08902  
\$54.50 (RN) per hour  
\$44.50 (LPN) per hour  
Not to exceed \$30,000

Delta Group  
One Woodbridge Center, Suite 225  
Woodbridge, NJ 07095  
RN \$41.25 per hour  
LPN \$33 per hour  
Not to exceed \$30,000

c: Ralph Goodwin, Interim BA ✓  
Marlene Wendolowski, Interim BA

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

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MS. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8  
MS. CONSTANCE SALIMBENO, DIRECTOR  
MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 1, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval to continue using Bayada Home Health Care, Inc., 6 Commerce Drive, Cranford, NJ for nursing care for Student ID#2908089 attending the Children's Therapy Center in Midland Park, NJ, for school hours and transportation, for the 2014-2015 School Year, including 2014 Extended School Year, not to exceed \$70,000.

Rates are as follows:

\$54.50 (RN) per hour  
\$44.50 (LPN) per hour

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA



WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

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MS. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8  
MS. CONSTANCE SALIMBENO, DIRECTOR  
MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 3, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval to use the following agency for 2 days a week and/or substitute nursing care as needed for Student ID# 1004094, an out of district student attending ARC Kohler School, Mountainside, NJ, for the 2014-2015 School Year, including extended school year, for School Hours and Transportation, not to exceed \$50,000.

\$45 (LPN) - \$55 (RN) per hour  
Loving Care Agency, Inc.  
611 Route 46 West, Suite 200  
Hasbrouck Heights, NJ 07604

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

Public Agenda  
Date: 7/14/14  
Attachment #/ 8

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Fax: 973-669-8601

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

Ms. CONSTANCE SALIMBENO, DIRECTOR

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 1, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Request approval of tuition for the 2014-2015 School Year, including Extended School Year, Out-Of-District placements for the following, retroactive to July 1, 2014:

STUDENT ID # 2014-2015	CLASSIFICATION	PLACEMENT	TUITION
02809021	Specific Learning Disability	Craig School, Lower Mountain Lakes, NJ	\$39,640 plus \$2800 for ESY program
0270615	Multiply Disabled	Chapel Hill Academy Lincoln Park, NJ	\$57,240 \$318 per diem
986121	Emotionally Disturbed	Lord Stirling School Basking Ridge, NJ	\$86,885.40 \$413.74 per diem
00239044	Multiply Disabled	CAP Program Cranford Public Schools Cranford, NJ	\$47,522 \$264.01 per diem
00227157	Multiply Disabled	CAP Program Cranford Public Schools Cranford, NJ	\$47,522 \$264.01 per diem
02807099	Auditorily Impaired	Mountain Lakes High School Mountain Lakes, NJ	\$70,600 tuition 1:1 aide @ 42,548
2604108	Multiply Disabled	Lake Drive School Mountain Lakes, NJ	\$67,100 tuition \$11,250 related services
246140	Autistic	Princeton Child Development Institute Princeton, NJ	\$104,000 \$500 per diem
205099	Autistic	Allegro School Cedar Knolls, NJ	\$94,080 \$448 per diem
964119	Autistic	Allegro School Cedar Knolls, NJ	\$94,080 \$448 per diem 1:1 aide @ \$28,350
2910100	Autistic	Allegro School Cedar Knolls, NJ	\$94,080 \$448 per diem
00996080	Other Health Impaired	Banyan Upper School Little Falls, NJ	\$54,746.89 \$275.11 per diem
00236140	Multiply Disabled	Chancellor Academy Pompton Plains, NJ	\$57,420 \$319 per diem

STUDENT ID # 2014-2015	CLASSIFICATION	PLACEMENT	TUITION
00214067	Multiply Disabled	Chancellor Academy Pompton Plains, NJ	\$63,800 \$319 per diem
2807088	Multiply Disabled	Jardine Academy Cranford, NJ	\$73,382.40 \$349.44
2704012	Other Health Impaired	Chapel Hill Academy Lincoln Park, NJ	\$66,780 \$318 per diem
02606148	Multiply Disabled	Chapel Hill Academy Lincoln Park, NJ	\$66,780 \$318 per diem
2508066	Multiply Disabled	Chapel Hill Academy Lincoln Park, NJ	\$66,780 \$318 per diem
2806143	Multiply Disabled	Chapel Hill Academy Lincoln Park, NJ	\$66,780 \$318 per diem
02606128	Multiply Disabled	Chapel Hill Academy Lincoln Park, NJ	\$66,780 \$318 per diem
00216083	Autistic	Children's Institute (ESY) Verona, NJ	\$7,041.45 \$306.15 per diem
00216083	Autistic	Children's Institute High School Livingston, NJ	\$56,499.42 \$308.74 per diem
1004094	Traumatic Brain Injury	The ARC Kohler School Mountainside, NJ	\$69,809.48 \$315.88 per diem
2706115	Autistic	Children's Institute Verona, NJ	\$63,066.90 \$306.15 per diem 1:1 aide \$25,750
02806059	Autistic	Children's Institute Verona, NJ	\$63,066.90 \$306.15 per diem 1:1 aide \$25,750
224068	Autistic	Children's Institute High School Livingston, NJ	\$63,600.44 \$308.74 per diem
258055	Multiply Disabled	Cornerstone Day School Mountainside, NJ	\$76,560 \$348 per diem
2907108	Autistic	Garden Academy Maplewood, NJ	\$102,816 \$489.60 per diem
2910112	Multiply Disabled	Garden Academy Maplewood, NJ	\$102,816 \$489.60 per diem
2910113	Multiply Disabled	Garden Academy Maplewood, NJ	\$102,816 \$489.60 per diem
1011037	Specific Learning Disability	Newmark High School Scotch Plains, NJ	\$52,052.40 \$289.18 per diem
00216080	Multiply Disabled	Newmark High School Scotch Plains, NJ	\$52,052.40 \$289.18 per diem
2506122	Multiply Disabled	PG Chambers School Cedar Knolls, NJ	\$68,783.40 1:1 aide @ 39,900
1010091	Multiply Disabled	PG Chambers School Cedar Knolls, NJ	\$68,783.40 1:1 aide @ 39,900
2907054	Traumatic Brain Injury	PG Chambers School Cedar Knolls, NJ	\$68,783.40 \$327.54 per diem
236043	Multiply Disabled	PG Chambers School Cedar Knolls, NJ	\$9,826.20 \$327.54 per diem
02604025	Multiply Disabled	Sage Day School Mahwah, NJ	\$51,975 \$288.75 per diem
00258044	Multiply Disabled	Sage Day School Rochelle Park, NJ	\$51,975 Plus \$2,500 ESY

STUDENT ID # 2014-2015	CLASSIFICATION	PLACEMENT	TUITION
02706082	Autistic	Newmark School Scotch Plains, NJ	\$54,020.34 \$272.83 per diem
02506146	Other Health Impaired	Newmark School Scotch Plains, NJ	\$54,020.34 \$272.83 per diem
2706143	Autistic	Newmark School Scotch Plains, NJ	\$54,020.34 \$272.83 per diem
1105008	Emotionally Disturbed	Westbridge Academy Bloomfield, NJ	\$76,240 \$381.20 per diem
01009035	Other Health Impaired	Westbridge Academy Bloomfield, NJ	\$76,240 \$381.20 per diem
02805064	Communication Impaired	Westbridge Academy Bloomfield, NJ	\$70,140.80 \$381.20 per diem
00226094	Multiply Disabled	Somerset Hills School North Plainfield, NJ	\$83,370 \$397 per diem
1011035	Multiply Disabled	Willowglen Academy Newton, NJ	\$8,163.60 \$272.12 per diem
216038	Autistic	Developmental Center for Children & Families Denville, NJ	Extended School Year \$4,750 Plus 1:1 aide @ \$2250
1308102	Multiply Disabled	Developmental Center for Children & Families Denville, NJ	Extended School Year \$4,750
2609104	Autistic	Horizon High School Livingston, NJ	\$74,657.10 plus 1:1 aide @ \$40,926.90
2806125	Multiply Disabled	Horizon School Livingston, NJ	\$71,681.40 \$341.34 per diem
2707047	Multiply Disabled	Horizon School Livingston, NJ	\$71,681.40 plus 1:1 aide @ \$36,378.30
2609103	Autistic	Horizon School Livingston, NJ	\$71,681.40 plus 1:1 aide @ \$31,827.60
2609102	Autistic	Horizon School Livingston, NJ	\$71,681.40 plus 1:1 aide @ \$31,827.60
2906068	Multiply Disabled	Horizon School Livingston, NJ	\$71,681.40 plus 1:1 aide @ \$32,965.80
02806078	Multiply Disabled	Horizon High School Livingston, NJ	\$74,657.10 plus 1:1 aide @ \$34,101.90
1103027	Multiply Disabled	Horizon High School Livingston, NJ	\$74,657.10 plus 1:1 aide @ \$35,240.10
2807093	Multiply Disabled	Horizon High School Livingston, NJ	\$74,657.10 plus 1:1 aide @ \$31,827.60
969154	Multiply Disabled	Horizon High School Livingston, NJ	\$74,657.10 \$355.51 per diem
1301141 (Received)	Emotionally Disturbed	Shepard Preparatory High School Morristown, NJ	\$56,721.90 \$266.30 per diem (to be reimbursed)
00246102	Multiply Disabled	Calais School Whippany, NJ	\$66,150 \$315 per diem
1101014	Multiply Disabled	Calais School Whippany, NJ	\$66,150 \$315 per diem
1207143	Preschool Disabilities	Reed Academy Oakland, NJ	\$102,900 \$490 per diem

<b>STUDENT # 2014-2015</b>	<b>CLASSIFICATION</b>	<b>PLACEMENT</b>	<b>TUITION</b>
236129	Multiply Disabled	Reed Academy Oakland, NJ	\$102,900 \$490 per diem

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF SPECIAL SERVICES

Public Agenda  
Date: 7/14/14  
Attachment # 91

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MS. KRISTIN GOGERTY, SUPERVISOR, PRESCHOOL, K-8  
MS. CONSTANCE SALIMBENO, DIRECTOR  
MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** July 1, 2014  
**TO:** Jeffrey Rutzky  
**FROM:** Constance Salimbene  
**RE:** Agenda Item (Revision)

Recommend approval of the following service contract agreement for the 2014-2015 School Year, not to exceed \$125,000 for Physical Therapy funded by district money. In addition, \$70,000 for Occupational Therapy will be funded thru the FY15 IDEA grant.

Cerebral Palsy of North Jersey, Livingston, NJ

- In District Physical and/or Occupational therapy services at the rate of \$98 per hour (includes travel)
- Initial Evaluation/Report - \$375
- Augmentative & Alternative Communication Evaluation - \$750/\$1,000
- Augmentative & Alternative Communication Training - \$150 per hour

c: Ralph Goodwin, Interim BA  
Marlene Wendolowski, Interim BA