

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting - 6:30 p.m. – November 20, 2018
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 November 13, 2018.
- B. That said notice was sent by regular mail to the West Orange Township Clerk and the Editors of the West Orange Chronicle and the Star-Ledger.
- C. That said notice was posted in the lobby of the Administration Building of the Board of Education.

III. WEST ORANGE BOARD OF EDUCATION RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires all meetings of the West Orange Board of Education to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," without the public being permitted to attend, and

WHEREAS, the Board has determined that six (6) issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance and shall be discussed during an Executive Session to be held on Tuesday, November 20, 2018 at 6:30 P.M, and

WHEREAS, the nine (9) exceptions to open public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box which will be marked when the issues to be privately discussed fall within that exception, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written:

- "(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:
- "(2) Any matter in which the release of information would impair a right to receive funds from the federal government." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:
- "(3) Any material the disclosure of which constitutes an unwarranted invasion of individual

privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly." The nature of the matters, described as specifically as possible without undermining the need for confidentiality are: a. Student disciplinary matters: Student ID #1309027, #1205086 and #2604093; b. and Conduct an HIB hearing.

□ "(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body." The collective bargaining contract(s) discussed are between the Board and_____.

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

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

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

■ "(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting." Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478 (1991), the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are: Employee Numbers #7625 and #4290.

□ "(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility." The nature of the matter, described as specifically as possible without undermining the need for confidentiality is:

WHEREAS, the length of the Executive Session is estimated to be ninety (90) minutes after which the public meeting of the Board shall (select one) reconvene and immediately adjourn or reconvene and proceed with business where formal action will be taken.

NOW, THEREFORE, BE IT RESOLVED that the West Orange Board of Education will go into Executive Session for only the above stated reasons; and

BE IT FURTHER RESOLVED that the Board hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure.

IV. PUBLIC SESSION AT 8:00 P.M.

V. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF November 5, 2018 (Att. #1)

VI. STUDENT REPORTS

VII. SUPERINTENDENT/ BOARD REPORTS

- A. November 15, 2018 Report to Board
- B. Pta Listening Sessions
- C. Student & Staff Recognition Presentation December 17
- D. HIB Report

VIII. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS

IX. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations / Retirements

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

Name	Location	Position	Reason	Effective Date
Jason Webber .9 Mt. Pleasant / .1 BMELC	WOHS	Indoor Track: Assistant Coach	Resignation	11/4/18
Jason Webber .9 Mt. Pleasant / .1 BMELC	WOHS	Track: Assistant Coach	Resignation	11/4/18

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

Name	Location	Position	Reason	Effective Date
Megan Rapp	WOHS	Paraprofessional	Resignation	1/15/19

2. Rescissions

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

Name	Location	Position	Effective Date
Danielle Marino	Gregory	Curriculum Writing: Grade 3 English Language Arts	11/14/18

3. Appointments

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

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Darline Ceus	BMELC	Paraprofessional	New	BA	3	\$30,054 prorated	11/21/18 - 6/30/19
Noura Estrada	BMELC	Paraprofessional	New	Non-Degree	5	\$29,289 prorated	11/21/18 - 6/30/19
Olivienne Evra	BMELC	Paraprofessional	New	Non-Degree	3	\$27,999 prorated	11/21/18 - 6/30/19
Suzanne Sayers	Kelly	Paraprofessional	MacDonald	Non-Degree	3	\$27,999 prorated	11/21/18 - 6/30/19

- b. Superintendent recommends approval to the Board of Education for the following negotiated co-curricular assignment(s):

Name	Location	Position	Stipend/Rate of Pay	Effective Dates
Andrea Rommel	Washington	Honors Band	\$333	2018-2019

- c. Superintendent recommends approval to the Board of Education for the following certificated staff additional assignment(s): (Att. #2)

- d. Superintendent recommends approval to the Board of Education for the following non-certificated staff additional assignment(s):

Name	Location	Position	Stipend/Rate of Pay	Effective Dates
Diane Andrade OOD	Edison	COPE Volunteer	N/A	2018-2019
Susan Johnson OOD	Edison	COPE Volunteer	N/A	2018-2019
David Parra OOD	Edison	COPE Volunteer	N/A	2018-2019

- e. Superintendent recommends approval to the Board of Education for the following substitute appointment(s) at the appropriate substitute rates for 2018-2019:

Name	Certification Code	Teacher	Paraprofessional	Administrative Assistant	Lunch Aide	Nurse	Custodian
Gina Capone	CEAS	X	X				
Denis Larriega-Vargas	N/A						X
Yolanda Ward	N/A			X			

4. Leaves of Absence:

- a. Superintendent recommends approval to the Board of Education for the following leaves of absence for certificated staff:

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Margaret Geher Family	Roosevelt English Language Arts	10/22/18 - 12/20/18 amended	12/21/18 - 3/11/19 amended	N/A	3/12/19

- b. Superintendent recommends approval to the Board of Education for the following leaves of absence for non-certificated staff:

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Frederic Barnwell Medical	WOHS Paraprofessional	9/4/18 - 9/25/18	9/26/18 - 12/21/18	N/A	1/2/19
Isariah McChee Medical	WOHS Security Guard	8/27/18 - 12/11/18	12/12/18 - 12/14/18	N/A	12/17/18
Rachel Mondalto Medical	St. Cloud Paraprofessional	10/26/18 - 11/2/18	11/5/18 - 2/1/19	N/A	2/4/19
Jeanne Santangelo Medical	Kelly Parraprofessional	11/12/18 - 11/16/18	11/19/18 - 12/21/18	N/A	1/2/19

5. Transfer(s):

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

Name	From	Position	To	Position	Effective Date
Laura Kraft Voluntary	.8 Redwood / .2 Kelly	BSI	Redwood	Grade 4 ELA / Social Studies	11/5/18
Sondra Mermelstein Voluntary	Redwood	Grade 4 ELA / Social Studies	.8 Redwood / .2 Kelly	BSI	11/5/18

6. Resolution to approve contract for Acting Superintendent of Schools: (Att. #3):

RESOLVED that the Board approve a contract of employment for Eveny de Mendez effective for the period of October 20, 2018 through January 3, 2019, which has been reviewed and approved by the County Executive Superintendent in accordance with N.J.A.C. 6A:23A-3.1.

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of Applications for School Business requests. (Att. #4)
2. Recommend approval for field trips for the 2018-2019 school year. (Att. #5)
3. Recommend approval of the Curriculum Writing Projects for the 2018-2019 school year. (Att. #6)
4. Recommend approval for student teaching for the 2018-2019 school year (Att. #7)

5. Recommend approval of the agreement between Essex County College and West Orange High School in the amount of \$15,135.72 for students to register for college courses through the West Essex Campus for the 2018-2019 school year to earn college credits.
6. Recommend approval of the 2019 ESY (Extended School Year) Program to operate for the period of June 26, 2019 through July 31, 2019 (closed July 3-4, 2019).

C. FINANCE

a.) Special Services

1. Recommend approval of tuition contracts with Essex County Vocational Technical Schools, Newark, NJ for the 2018-2019 school year as follows:

Student #	Program	Tuition	Budgeted/Unbudgeted
1801049	Full Time, West Caldwell Tech	\$5,911.00	Budgeted

b.) Business Office

1. Recommend approval of the 11/20/2018 Bills List: (Att. #8)

Payroll/Benefits	\$	436,868.18
Transportation	\$	508,192.63
Tuition (Spec. Ed./Charter)	\$	194,176.31
Instruction	\$	82,165.07
Facilities	\$	713,743.16
Capital Outlay	\$	28,377.00
Grants	\$	30,855.99
Food Service	\$	685,810.58
Support Svcs/Co-Curricular/Athletics/Misc.	\$	<u>272,205.07</u>
	\$	2,952,393.99

2. Recommend acceptance of the following donation(s)/award(s):

Donor	Recipient	Donation
Lenny and Gina Fondetto	Kelly Elementary School	\$1,500 for Blast Off Focus Walk
Unity of Montclair Church	WOHS Chamber Choir	\$125

3. Recommend approval of proposed NonPublic technology aid program expenditures funded through the Office of State Aid Entitlements and Payments to NonPublic Schools (not local funds):

NonPublic School	Description	Amount
Playhouse School	Computer for library	\$898.61

4. Recommend approval of awarding of the following bid: (Att. #9)

Bid #	Description	Vendor	Award Description
18-19	Electrical Parts - District wide	Jewel Electric Supply Jersey City, NJ	11/1/18-6/30/19 66% off MSRP/List Option year 1 renewal 7/1/19-6/30/20 66% off MSRP/List Option year 2 renewal 7/1/20-6/30/21 66% off MSRP/List

5. Recommend acceptance of the 2018-2019 Confucius Classroom Grant Award in the amount of \$11,552 for the period 9/1/18-8/31/19.

6. Recommend approval to void the following checks from the indicated accounts:

WOHS Student Activity	
Check Number	Check Amount
3666	\$78.50
3670	\$20.00
3764	\$2,280.00
3847	\$12.00
3850	\$12.00
3853	\$12.00
3856	\$12.00
3857	\$12.00
3861	\$12.00
3867	\$12.00
3869	\$12.00
3876	\$12.00
3925	\$245.00
3993	\$100.00

7. Recommend approval of contract with NJ Advance Media LLC (“NJAM”) and LocalLive (“LL”) to participate in NJAM’s high school sports video network including the cost of \$6,500 to lease an additional camera set for the 2018-2019 and 2019-2020 school years. (Att. #10)

8. Recommend approval of goals and calendar for the development of the 2019-2020 district budget: (Att. #11)

1. Continue to provide funding to maintain a safe environment.
2. Provide instructional supports and materials for the elementary ELA

program.

3. Support recommendations for the new K-8 math program.
4. Expand personnel and instructional supports for the elementary ESL program.
5. Maintain all educational, co-curricular and athletic programs.
6. Minimize the impact on taxpayers while maximizing the efficient use of tax dollars.

9. Recommend approval of professional services proposal from Spiegle Architectural Group, Inc., Hamilton, NJ, in an amount not to exceed \$24,750 to develop construction drawings and specifications for the reconstruction of the weight room facilities located in the air structure at WOHS. Reimbursable costs will be in addition to this fee. (Att. #12)

D. REPORTS

1. Superintendent recommends to the Board of Education acceptance of the HIB Report ending November 20, 2018.

2. Harassment, Intimidation and Bullying

“Whereas, pursuant to Board Policy and the requirements of N.J.S.A. 18A:37-17(b)(6)(c), at its meeting on November 5, 2018, the Superintendent reported HIB Incident Number(s) 015, 017, 018, 019 to the Board; and

Whereas, on November 13, 2018 the parents and/or guardians of the students who are parties to the investigation received information about the investigation pursuant to N.J.S.A. 18A:37-17(b)(6)(d); and

Now, therefore, be it Resolved that the Board affirms the decision of the Superintendent concerning HIB Incident Number(s) 015, 017, 018, 019 for the 2018-2019 school year for the reasons conveyed to the Board.”

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

XI. NEXT BOARD MEETING to be held at 8:00 p.m. on December 11, 2018 at West Orange High School.

XII. PETITIONS AND HEARINGS OF CITIZENS

XIII. EXECUTIVE SESSION (as deemed necessary)

WHEREAS: The Open Public Meetings Act, N.J.S.A. 10:4-11, permits the Board of Education to meet in closed session to discuss certain matters, now, therefore be it

RESOLVED: The Board of Education adjourns to closed session to discuss personnel, legal and miscellaneous confidential matters. Be it further

RESOLVED: The minutes of this closed session will be made public when the need for confidentiality no longer exists.

XIV. ADJOURNMENT

**Additional Assignments
November 20, 2018**

Name	Location	Position	Stipend/Rate of Pay	Effective Dates
Silverio Bastiao WOHS	District	Curriculum Writing: Modern World History / Special Education Strategies	\$39 per hour not to exceed 15 hours amended from 7.5 hours	2018-2019
CarolAnn Collazo Kelly	District	Curriculum Writing: Special Education / Grades K-1 Mathematics	\$39 per hour not to exceed 30 hours	2018-2019
Nicole Dalle-Molle Kelly	District	Crisis Prevention Instruction Facilitator	\$73 per hour not to exceed 12 hours	11/13/18, 11/15/18
Laura Farrington Hazel	District	Curriculum Writing: Special Education / Grades 2-3 English Language Arts	\$39 per hour not to exceed 30 hours	2018-2019
Danielle Fritts Redwood	District	Curriculum Writing: Grade 3 English Language Arts	\$39 per hour not to exceed 30 hours amended from 20 hours	2018-2019
Bree MacNett WOHS	District	Curriculum Writing: U.S. History I & II / Special Education Strategies	\$39 per hour not to exceed 30 hours amended from 15 hours	2018-2019
Tracey McCall Kelly	District	Curriculum Writing: Special Education / Grades K-1 English Language Arts	\$39 per hour not to exceed 30 hours	2018-2019
Nicole Mindo Redwood	District	Curriculum Writing: Special Education / Grades 2-3 Mathematics	\$39 per hour not to exceed 30 hours	2018-2019
Robin Zanoni Redwood	District	Curriculum Writing: Grade 3 English Language Arts	\$39 per hour not to exceed 30 hours amended from 20 hours	2018-2019

**CONTRACT OF EMPLOYMENT
FOR ACTING SUPERINTENDENT**

This Employment Contract is made this ____ day of _____ 2018, by and between the WEST ORANGE BOARD OF EDUCATION, with offices at 179 Eagle Rock Avenue, West Orange, New Jersey 07052, (hereinafter referred to as "the Board") and EVENY PAGAN de MENDEZ (hereinafter referred to as "Ms. de Mendez").

WITNESSETH:

WHEREAS, the Board will be undertaking a search for a new Superintendent of Schools; and

WHEREAS, the Board is desirous of employing an Acting Superintendent of Schools pending the completion of its search and the appointment of a successor Superintendent of Schools; and

WHEREAS, Ms. de Mendez desires to serve the Board as an Acting Superintendent of Schools; and

WHEREAS, the Board and Ms. de Mendez believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, based on the foregoing premises and the mutual provisions and covenants contained herein, the parties agree as follows:

1. EMPLOYMENT

The Board hereby employs Ms. de Mendez as Acting Superintendent of Schools, and Ms. de Mendez hereby accepts employment as Acting Superintendent of Schools (hereinafter "Acting Superintendent").

2. TERM

Subject to the Executive County Superintendent's approval, this Agreement shall commence on October 20, 2018 and shall continue thereafter, unless either party terminates this Agreement prior to that time in accordance with the provisions hereof. This Agreement shall not extend beyond the January 2019 reorganization meeting of the Board of Education, unless agreed to by the parties, in writing, and it is approved by the Essex County Executive County Superintendent.

Upon the parties' written agreement and/or following the expiration of this Agreement, Ms. de Mendez will be immediately returned to her former position of

Assistant Superintendent for Curriculum and Instruction and shall continue accruing tenure in the position of Assistant Superintendent for Curriculum and Instruction during the pendency of this Agreement.

3. CERTIFICATION

The Acting Superintendent is the holder of a valid certificate to serve as Superintendent in the State of New Jersey, specifically holding an Administrative Certification and a School Administrator Endorsement. In the event that Acting Superintendent's certification and/or school administrator endorsement is revoked or surrendered, this Agreement shall be null and void.

4. RESPONSIBILITIES

Acting Superintendent agrees to provide her best professional services to the Board and to faithfully perform, on an Acting basis, the duties of the position of Superintendent, as assigned by the Board and prescribed by federal and state law, the regulations of the State Board of Education and other federal and state agencies, the bylaws, policies and regulations of the Board, and job description for the position, as may be revised by the Board.

5. WORK SCHEDULE

The Acting Superintendent shall work on a per diem basis, five (5) days per week, at least eight (8) hours per day, Monday through Friday, commencing the week of October 22, 2018. The parties agree that the hours of the workday shall be full workdays during regular business hours, but that the Acting Superintendent shall attend, without additional compensation, meetings of the Board, which may be conducted during evening hours.

6. COMPENSATION

The Board shall compensate the Acting Superintendent for services rendered as Superintendent at a per diem rate of Seven Hundred Fifty-Six Dollars and Nine Cents (\$756.09). Such per diem rate is representative of a salary rate of One Hundred Ninety-Six Five Hundred Eighty-Four Dollars (\$196,584.00), which is inclusive of a Five Thousand Dollar (\$5,000.00) high school salary adjustment. Compensation shall be subject to applicable taxes and deductions, including pension contributions for the Teachers' Pension and Annuity Fund, as the Acting Superintendent is a pre-existing certificated employee. Payment will be made in accordance with the policies and procedures of the Board, as well as state laws and regulations, including OMB circulars in effect.

The Board will reimburse the Acting Superintendent, however, for business-related mileage at the rate prescribed by N.J.S.A. 18A:11-12 and the State's regulations regarding travel covered under Circular Letter 08-13-OMB, and any subsequent circular letters which may be issued by the State Office of

Management and Budget, when she uses her personal vehicle for travel on Board-related business, exclusive of travel to and from her place of residence, subject to the Acting Superintendent's compliance with the requirements of N.J.A.C. 6A:23A-7.13(e)(9) and (12) and -7.13(f) through (g), requiring the submission of a statement as to ownership of the vehicle used and certification that liability insurance is in effect for the vehicle, the monthly submission of reimbursement requests when in excess of twenty-five dollars (\$25), and the submission of any outstanding reimbursement request no later than end of the contract term.

7. BENEFITS

As a pre-existing employee, the Acting Superintendent will continue to receive all the benefits and emoluments of employment, such as health insurance and paid leave, vacation and holidays as she received in her position as Assistant Superintendent for Curriculum and Instruction. Specifically, the Acting Superintendent will receive the following benefits:

- a. Sick Leave. The Acting Superintendent shall carry over her sick leave as accumulated and accrued from her position as Assistant Superintendent for Curriculum and Instruction. The Acting Superintendent shall be entitled to twelve (12) sick days, prorated, to the term of this Employment Contract.
- b. Personal Leave. The Acting Superintendent shall receive three (3) personal days within a twelve (12) month period, prorated to the term of this Employment Contract. Personal days may only be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. The Acting Superintendent must document the use of personal days in the electronic attendance system prior to the start of the personal day. Unused personal days shall convert to sick days at the conclusion of the school year.
- c. Vacation Leave. The Acting Superintendent shall be entitled to receive 22 vacation days over a 12-month period, prorated to the term of this Employment Contract. All of the vacation days shall be available for the Acting Superintendent's use beginning November 1, 2018. The Acting Superintendent shall provide the Board with reasonable, advance notice of her intention to use vacation leave. Vacation leave that is not used within the year that it is earned shall carryover to the following year. In accordance with N.J.S.A. 18A:30-9, if the carried-over leave is not used within that school year, it shall be forfeited.
- d. Holidays. The Acting Superintendent is entitled to fourteen (14) paid holidays as per the Central Office Administrative calendar.

- e. Bereavement Leave. The Acting Superintendent shall receive five (5) days of bereavement leave for a death in the immediate family, which shall be defined as spouse, father, mother, child, brother, sister, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law, and in the case of spousal equivalency relationships, the immediate family members of the spousal equivalent, and any relative making his or her home with the Assistant Superintendent's family, provided that the absence is necessary and unavoidable. Notwithstanding the foregoing limitations, the term "spouse" shall be interpreted as including all those who have legal status under New Jersey or Federal law that can be reasonably interpreted as constituting "spousal equivalency" relationships, and shall specifically include those registered under the New Jersey Domestic Partnership Act or the New Jersey Civil Union Act.

The Acting Superintendent shall be entitled to one (1) day of bereavement leave for the death of a relative of the second degree, which shall be defined as aunt, uncle, nephew, niece and cousin.

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

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

- f. Health Benefits. The Acting Superintendent shall continue to receive all health benefits that she received as the Assistant Superintendent for Curriculum and Instruction, and which she continues to receive. The Acting Superintendent will contribute towards her health benefits at the Tier Four Rate set forth in Public Law 2011, chapter 78 ("Chapter 78") and N.J.S.A. 18A:16-17.1.
- g. Tuition Reimbursement. In accordance with N.J.S.A. 18A:6-8.5, the Board shall reimburse the Acting Superintendent for tuition costs incurred for graduate level courses at an accredited institution that are part of a formal program of studies leading to the awarding of a Doctoral Degree in an area of discipline judged to be of benefit to the Board. The Acting Superintendent shall seek the approval of the Board prior to enrolling in any graduate course of study. Annual maximum reimbursement will be \$5,000.

8. CRIMINAL HISTORY CHECK

Acting Superintendent shall comply with the criminal history record check and prior employment check required by N.J.S.A. 18A:6-7.1 through 7.7.

9. INDEMNIFICATION

As Acting Superintendent, Ms. de Mendez shall be accorded all of the statutory protections related to the indemnification of school district officers and employees as set forth in N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1 to the extent permitted by law.

10. TERMINATION

This Agreement may be terminated by mutual agreement of the parties or by unilateral termination by either party upon thirty (30) days prior written notice to the other party. Notice shall be deemed effective upon receipt.

11. RIGHT TO LEGAL COUNSEL

Ms. de Mendez acknowledges that she has been informed of her rights to be represented by legal counsel regarding the negotiations, development, and approval of this Employment Contract and that the Board's legal counsel does not represent her in the matter. However, Ms. de Mendez shall have the right to contact the Board Attorney for legal assistance on all other matters as the need arises in carrying out her duties.

12. REVOCACTION CLAUSE

The Parties hereto agree that in the event the Acting Superintendent's certification is permanently revoked, all provisions of this Employment Contract shall be null and void as of the date of the revocation, and if the Acting Superintendent is lawfully precluded from performing her duties by any Judgment, Order or direction of any court of competent jurisdiction or the Commissioner of Education, all provisions of this Employment Contract shall terminate and the Acting Superintendent's employment shall cease.

13. SAVINGS CLAUSE

If, during the term of this Employment Contract, it is found that a specific clause of this Employment Contract is contrary to federal or state law, the remainder of the Employment Contract not affected by such ruling shall remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this Employment Contract, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

14. MODIFICATION CLAUSE

The terms and conditions of this Employment Contract shall not be modified except by the written consent of both Parties hereto and review and approval by the Executive County Superintendent. Any amendments to this Employment Contract shall not create a new agreement or agreement term but shall only constitute an amendment to the existing Employment Contract.

15. SOLE AGREEMENT

This Employment Contract constitutes the sole agreement of the contracting parties and supersedes any prior understandings or written or oral agreements between the parties respecting its subject matter.

IN WITNESS WHEREOF, the parties hereto have set their hands or caused these presents to be signed by their proper corporate officers.

WITNESS:

**WEST ORANGE BOARD OF
EDUCATION**

John Calavano
Board Secretary

By: _____
Ronald Charles
Board President

Dated: _____, 201__

By: _____
Eveny Pagan de Mendez
Acting Superintendent of Schools

Dated: _____

**Applications for Absence for School Business 2018-2019
11-20-18**

Name	Position	School	Conference	Dates	Amount	Funded
Ken Alper	Board Member		Learn How to Negotiate Effectively Trenton, NJ	1/25/19	\$149.00	Local
Christina Biddle	English Teacher	WOHS	ELL Co-Teaching PD North Brunswick, NJ	11/28/18- 11/29/18	\$9.92	Local
Christina Biddle	English Teacher	WOHS	Everyday Practices that engage and Empower Readers and Writers Philadelphia, PA	12/3/18	\$288.00	Local
Tara Capra	Grade 4 Teacher	St. Cloud	Six Ways to Strengthen Writing Through Talk Paramus, NJ	1/11/19	\$200.00	Local
Aldo Casale	Guidance Counselor	WOHS	NJIT School Counselor Appreciation Day Newark, NJ	12/14/18	\$0	
Mallory DeMarco	Special Education Teacher	WOHS	Business Academy Open House Paramus, NJ	11/14/18	\$0	
Maryann Di Cosmo	School Psychologist	BMELC	NJ Association of School Psychologists Winter Conference East Windsor, NJ	12/14/18	\$115.00	Local
Sara Dowd	Kindergarten Teacher	Gregory	The Power, Promise, and Purpose of Reading Conference Paramus, NJ	1/24/19	\$200.00	Local
Anne Englehardt	Grade 3 Teacher	Washington	Maximize the Power of Guided Reading to Help All Students Attain Dramatic Achievement Goals Paramus, NJ	3/5/19	\$200.00	Local
Xavier Fitzgerald	Principal	Edison	Restorative Classroom Management New Providence, NJ	12/12/18	\$115.00	Local
Sharon Fumia	ESL Teacher	Roosevelt	Co-Teaching / Collaboration North Brunswick, NJ	11/28/18 - 11/29/18	\$0	
Kathryn Fury	Guidance Counselor	WOHS	Exceptional Educational Opportunities /Educational Opportunity Fund at Kean University Union, NJ	11/30/18	\$0	
Michele Frazee	Basic Skills Teacher	St. Cloud	Strategies and Structures for Teaching Writing, Grade K-8 New Providence, NJ	12/18/18	\$195.00	Title IIA Funding

John Hellyer	Music Teacher	WOHS	Chaperone the Honors Chamber Choir Trip to Busch Gardens Williamsburg, VA	4/25/19 - 4/28/19	\$636.00	Local
Carlene Hernandez	Social Worker	Edison	Working Hand in Hand Mahwah, NJ	3/22/19	\$115.00	Local
Amy Jakimas	Grade 3 Teacher	Washington	Maximizing the Power of Guided Reading to Help All Students Attain Dramatic Achievement Gains Paramus, NJ	3/5/19	\$200.00	Local
Susan Jankowski	LDTC	Edison	NJ Council for Exceptional Children Conference Mahwah, NJ	3/22/18	\$115.00	Local
RoseMarie Kelly	Teacher	Gregory	The Power Promise and Purpose of Reading Conferring Paramus, NJ	1/24/19	\$200.00	Local
Jeffrey Lafoon	Guidance Counselor	Edison	Restorative Classroom Management New Providence, NJ	12/12/18	\$115.00	Local
Marisa Leokumovich	Grade 2 Teacher	Washington	Community Learning Days Paramus, NJ	1/11/19	\$200.00	Local
Rosemary Martos	Grade 4 Teacher	Washington	Community Learning Days Paramus, NJ	2/5/19	\$200.00	Local
Nicole McArdle	Grade 4 Teacher	Washington	Community Learning Days Paramus, NJ	2/5/19	\$200.00	Local
Elena McFarland	Director of Transportation	Transportation Building	S.T.S. of NJ - General Meeting Jamesburg, NJ	12/7/18	\$32.50	Local
Steven Melendez	Assistant Principal	Edison	Restorative Classroom Management New Providence, NJ	12/12/18	\$115.00	Local
Guerlyne Millington	Guidance Counselor	WOHS	Montclair State University Counselor Workshop Montclair, NJ	12/7/18	\$0	
Guerlyne Millington	Guidance Counselor	WOHS	NJIT School Counselor Appreciation Day Newark, NJ	12/14/18	\$0	
Claudia Moncayo	Spanish Teacher	Edison	Effectively Using Authentic Resources in the Class by FLENJ Monroe Township, NJ	1/17/19	\$203.52	Local
Amalia Morales	Spanish Teacher	Edison	Effectively Using Authentic Resources in the Class by FLENJ Monroe Township, NJ	1/17/19	\$203.52	Local

Charlene Muldrow	ELA Teacher	WOHS	Co-teaching / Collaboration North Brunswick, NJ	11/28/18 - 11/29/18	\$0	
Mona Naik	Teacher	Gregory	The Power Promise and Purpose of Reading Confering Paramus, NJ	1/24/19	\$200.00	Local
Amy Navarro	Kindergarten Teacher	Kelly	NJ Educational Computing Cooperative, Inc. Annual Technology Conference Montclair, NJ	1/8/19	\$0	
Louis Pallante	Guidance Counselor	WOHS	Ramapo College Annual School Counselor Workshop Mahwah, NJ	12/14/18	\$0	
Dana Peart	French Teacher	WOHS	Aligning Restorative Practices and Restorative Justice Princeton, NJ	12/6/18	\$185.00	Local
Lisa Rodino	Special Education Teacher	Gregory	Six Ways to Strengthen Writing Through Talk Paramus, NJ	1/11/19	\$200.00	Local
Rachel Rosen	Guidance Counselor	WOHS	Montclair State University Counselor Workshop Montclair, NJ	12/7/18	\$0	
Stephanie Ross	Reading Specialist	Kelly	NJ Educational Computing Cooperative, Inc. Annual Technology Conference Montclair, NJ	1/8/19	\$0	
Jennifer Schroeder	Basic Skills Teacher	St. Cloud	Strategies and Structures for Teaching Writing New Providence, NJ	12/18/18	\$195.00	Title IIA Funding
Laurie Stecklow	Basic Skills Teacher	St. Cloud	Strategies and Structures for Teaching Writing New Providence, NJ	12/18/18	\$195.00	Title IIA Funding
Pamela Halstead Stewart	Guidance Counselor	Edison	Restorative Classroom Management New Providence, NJ	12/12/18	\$115.00	Local
Stephanie Suriano	Science Supervisor	WOHS	Community Needs Assessment Advisory Council Livingston, NJ	12/11/18	\$0	
Rebecca Vlacich	Reading Specialist	Gregory	Everyone Reading Success for Students with Dyslexia New York, NY	3/4/19, 3/5/19	\$330.00	Local
Meryl Tillis	Social Worker	BMELC	Executive Function Skills in Action Bloomfield, NJ	12/7/18	\$0	
Shari Whitman	Social Worker	BMELC	Executive Function Skills in Action Bloomfield, NJ	12/7/18	\$0	

**West Orange School District Field Trips / Overnight Field Trips
2018- 2019 School Year
November 20, 2018**

School	Grades	Course / Group	Destination	City	State
REDWOOD	4	4TH GRADE	Liberty Science Center	Jersey City	NJ
ST CLOUD	3-5	CONCERT BAND	Livingston Mall	Livingston	NJ
ST CLOUD	5	5TH GRADE	Bounce Factory	Warren	NJ
WASHINGTON	5	5TH GRADE	Livingston Mall	Livingston	NJ
EDISON	6	HONORS CHAMBER CHOIR	Mount Pleasant Elementary School	West Orange	NJ
LIBERTY	7	7TH GRADE	Washington Elementary School	West Orange	NJ
LIBERTY	7	7TH GRADE	Edison Middle School	West Orange	NJ
ROOSEVELT	7-8	INTERACT CLUB	Mount Pleasant Elementary School	West Orange	NJ
ROOSEVELT	7-8	INTERACT CLUB	Canterbury Village	West Orange	NJ
ROOSEVELT	8	8TH GRADE	Fleetwood Area High School	Fleetwood	PA
WOHS	9-12	JAZZ WIND ENSEMBLE	Mayfair Farms	West Orange	NJ
WOHS	9-12	CAREER ED & LIBRARY SCIENCE	Fairleigh Dickinson University - Madison	Madison	NJ
WOHS	9-12	DEBATE TEAM	Summit High School	Summit	NJ
WOHS	9-12	ALL CONCERT BANDS	Wayne Hills High School	Wayne	NJ
WOHS	9-12	HUMAN ANATOMY & PHYSIOLOGY	New Jersey Medical School	Newark	NJ
WOHS	9-12	AFJROTC	Jackson Liberty High School	Jackson	NJ
WOHS	9-12	MASTER SCENE STUDY & PERFORMANCE	Whole Foods Market	West Orange	NJ
WOHS	9-12	SKILLS USA	Gloucester County Institute of Technology	Sewell	NJ

WOHS	9-12	SKILLS USA	Somerset County Vocational & Technical Schools	Bridgewater	NJ
WOHS	9-12	HOSA	Passaic County Technical Institute	Wayne	NJ

**Curriculum Writing Projects for 2018-2019
11-20-2018**

Department	Title of Project	Writer's Name	Hours	Stipend
Special Education	ELA K-1	Tracey McCall	30	\$1,170.00
	ELA 2-3	Laura Farrington	30	\$1,170.00
	Mathematics K-1	CarolAnn Collazo	30	\$1,170.00
	Mathematics K-2	Nicole Mindo	30	\$1,170.00

Student Teaching / Practicum 2018-2019

11.20.18

Student Teacher Candidate	Affiliated University	Effective Dates
Sabrina Jenkins	Montclair State University	1/2/19 - 6/20/19

**West Orange Public Schools
West Orange, New Jersey 07052**

BID SUMMARY AND CONTRACT AWARD RECOMMENDATION

On authorization of the Business Administrator formal bids were solicited for Electrical Parts – District Wide, Bid 18-19. This solicitation was made by advertised Public Notice appearing in the Star Ledger on October 16, 2018.

Bids were sent to the following vendors:

Feldman Brothers Electric Supply Co.	Sal Electric	Jewel Electric Supply
Graybar Electric Co., Inc.		

Sealed bids were opened and read aloud on Wednesday, October 31, 2018 at 11:00 AM at the Administration Building in Room 111.

Those in attendance were:

<u>Name</u>	<u>Firm</u>
Robert Csigi	WOBOE
Kathy McCormick	WOBOE
Susan Kelminson	Jewel Electric Supply

Proposals were received for the following companies:

Graybar Electric Co., Inc.	5% Discount off MSRP/List
Feldman Brothers Electrical	30% Discount off MSRP/List
Jewel Electric Supply Co.	66% Discount off MSRP/List

Recommend award of a contract from November 1, 2018 – June 30, 2019 to Jewel Electric Supply, Jersey City, NJ for electrical parts discounted at 66% off MSRP/List. Jewel Electric Supply has a two (2) one (1) year renewal options. Option year one (1) July 1, 2019 – June 30, 2020, for electrical parts discounted at 66% off MSRP/List. Option year two (2) July 1, 2020 – June 30, 2021, for electrical parts discounted at 66% off MSRP/List.



August 30, 2018

West Orange High School
179 Eagle Rock Ave.
West Orange, NJ 07052
Attn: Mr. Ron Charles

Dear Mr. Charles:

This letter of agreement ("LOA") sets forth the business arrangement between NJ Advance Media LLC ("NJAM") and LocalLive Networks ("LL") on the one hand, and West Orange High School ("School") on the other hand, pursuant to which School will participate in NJAM's high school sports video network (the "Network"). Hereinafter, NJAM and LL may be referred to collectively as "Vendor."

1. Term. This LOA will commence as of September 1, 2018 and will continue in full force and effect until August 31, 2020. Any extension or renewal of this LOA must be agreed upon in a separate written document signed by the parties.
2. Installation; Maintenance; Removal. Vendor shall install, operate, own, maintain and support cameras on School's premises, as set forth more fully on the attached Exhibit A. Upon expiration of the Term, School shall permit Vendor to access School's premises to remove cameras and other equipment belonging to Vendor. Notwithstanding any of the foregoing, remotely controlled cameras installed hereunder will only videorecord such athletic and other School events as are mutually agreed upon by School and NJAM, and will not operate at any other time without the prior consent of School, except for limited testing of functionality, of which NJAM or LocalLive shall notify School in advance in each instance. Further, LocalLive shall make reasonable efforts to outfit all remotely controlled cameras installed hereunder with a light or other indicator that they are recording.
3. Ownership. As between the parties, it is expressly agreed that School owns all right, title and interest in the Recordings (as defined in Section 4 below).
4. License. School hereby grants Vendor a license during the Term to use the cameras to film School's athletic games and other events (each, a "Recording" and collectively, the "Recordings"). Furthermore, School hereby grants Vendor a perpetual, irrevocable, worldwide, royalty-free license to (i) use, copy, distribute, reproduce, publicly display, publicly perform and otherwise disseminate all Recordings; (ii) create derivative works based upon the Recordings; and (iii) authorize third parties to exercise the rights in subsections (i) and (ii) above.
5. Subscriptions. NJAM may sell daily and seasonal subscriptions to view Recordings on the Network. It is understood and agreed that "seasonal" subscriptions include

regular season games only, and not playoff or championship games, for all recorded sports during the Fall, Winter or Spring season, as applicable. NJAM shall have sole discretion in determining the fee for such subscriptions. NJAM reserves the right to add or change types, durations and pricing of subscriptions in the interest of maintaining the profitability of the Network for all parties.

6. Representations and Warranties. NJAM and LL each warrant and represent that it will perform its obligations hereunder with a high degree of care, in accordance with industry standards, and in compliance with all applicable federal, state and local laws, rules and regulations. School warrants and represents that it has all necessary rights and authority to grant the licenses set forth herein, and that it has obtained all necessary permissions to allow Vendor to create the Recordings and disseminate them as permitted herein.
7. Point of Contact. School shall designate one (1) point of contact in its athletic department to work with Vendor to coordinate game schedules and other pertinent information. School shall designate one (1) point of contact in its IT department to work with Vendor to ensure technical requirements for filming are met.
8. Revenue Share; Payment Schedule.

A. In exchange for School's participation in this LOA, NJAM will pay School (or a specific department or entity identified by School) a revenue share, as follows:

- i. ten percent (10%) of the gross seasonal subscription fees actually collected by NJAM and directly attributable to School's Recordings, it being acknowledged that when a customer purchases a seasonal subscription, such customer will be required to select a school in the Network as such customer's "preferred school." Accordingly, the revenue share set forth above shall only apply to seasonal subscriptions where the customer selects School as his/her "preferred school"); plus
- ii. an amount equal to ten percent (10%) of the gross daily subscription fees actually collected by NJAM divided by the number of schools participating in the Network.

It is expressly agreed among the parties that School shall not be entitled to a revenue share of any other amounts paid or payable to NJAM and/or LL in connection with the Recordings.

B. The revenue share set forth in Section 8(A) above shall be paid in three (3) installments per year during the Term, as follows:

- i. For gross seasonal and daily subscription fees actually collected by NJAM from January 1 through April 30 of the applicable contract year, the revenue share will be paid no later than May 31 of the applicable contract year;

ii. For gross seasonal and daily subscription fees actually collected by NJAM from May 1 through August 31 of the applicable contract year, the revenue share will be paid no later than September 30 of the applicable contract year; and

iii. For gross seasonal and daily subscription fees actually collected by NJAM from September 1 through December 31 of the applicable contract year, the revenue share will be paid no later than January 31 of the immediately following year.

9. Future Agreement. Notwithstanding the binding nature of this LOA, NJAM and School may agree in the future to negotiate and execute a more formal written agreement relating to the arrangement outlined above (an "Agreement"). If such an Agreement is executed, then such Agreement shall supersede and replace this LOA in its entirety. NJAM may assign its rights and/or obligations under this LOA to LL upon written notice to School, and in such case, LL hereby expressly agrees to assume such rights and/or obligations.

If you agree to all of the above, please sign where indicated below and return this LOA to my attention at your earliest opportunity. We are delighted to be working with you, and we anticipate a successful result.

Very truly yours,

NJ Advance Media LLC

LocalLive Networks

ACCEPTED AND AGREED:

West Orange High School

By: _____
Print Name:

Date: _____

Exhibit A

Number of Cameras: Four (to be provided by LocalLive)

Installation Locations:

- Two (2) in mutually agreed upon locations on main athletic field, to be installed as quickly as reasonably practicable upon full execution of this agreement, in order to capture the fall sports season.
- Two (2) in mutually agreed upon locations in main gymnasium, to be installed in time for indoor winter sports season.

In the event of any unforeseen technical delay or unavailability of camera equipment, NJAM or LocalLive shall have reasonable access to the applicable venue to videorecord the applicable event by way of handheld cameras until the above-described permanent cameras can be installed.

Technical Requirements (to be provided by school):

- 2 RJ45 Network connections located near the center of the venue and with a clear view of the scoreboard
- 2 15A minimum power connections located near the center of the venue and with a clear view of the scoreboard
- 3.0 Mbps Internet Access per venue
- Forwarded ports translated to 554, and 80 for each camera
- A static Internal IP for each Camera
- A static external IP for each camera or a shared external IP with separate forwarded ports

WEST ORANGE BOARD OF EDUCATION
2019 – 2020 TENTATIVE BUDGET CALENDAR

<u>Activity</u>	<u>Completion Date</u>
Update Ed-Data User List	November
Create Budget Development Guidelines & Calendar	November
Review Budget Development Guidelines/Forms with Management Team	November
Analyze State Aid Data and 2% CAP Impact	November
Submit Budget & Staffing Requests and Supporting Materials to Superintendent's Office Budget Entered in Systems 3000	December
Review Budget Requests with Administrative Team	December
Defend Budgets to the Superintendent	December/January
Opening of Ed-Data Ordering System	January
Governor's Budget Address	February 26
Update Revenue Projections Based on State Aid Notices	February 28
Approve Preliminary Budget for County Office Review	On or Before March 20
Submit Budget to County Superintendent of Schools	On or Before March 20
Public Hearing on Budget	April 24 – May 7
Post User-Friendly Budget on District Website	48 Hours After Public Hearing
Certify Tax Levy to the County Board of Taxation	May 20



SPIEZLE ARCHITECTURAL GROUP, INC.

1395 Yardville Hamilton Square Road, Suite 2A
Hamilton, NJ 08691

866-974-7666

www.spiezle.com

100% employee-owned

October 22, 2018

Mr. John Calavano
Business Administrator
WEST ORANGE PUBLIC SCHOOLS
179 Eagle Rock Avenue
West Orange, NJ 07052

Re: Weight Room Facilities – West Orange High School
Professional Services Proposal

Dear Mr. Calavano:

On behalf of Spiezle Architectural Group, Inc., I would like to take this opportunity to thank you for your continued interest in our firm. We are eager and look forward to the opportunity to contribute to the success of the West Orange Public School District's efforts to improve the district's facilities. Toward that end, I offer the following fee proposal for consideration to formally initiate and develop construction drawings and specifications for the reconstruction of the Weight Room Facilities located in the Air Structure at the West Orange High School.

A. Proposed Project: Pursuant to our discussions, we understand that the scope of work is to reconstruct the Weight Room Facility, including Electric, Plumbing, and Ventilation.

B. Proposed Professional Services

Planning and Schematic Design:

We would undertake a planning effort with the district including participation with the range of stakeholders you feel would be appropriate to help communicate the value of the scope above to the improvement of the district's facilities. Our efforts would include communication with your stakeholders, including production of supporting materials and Schematic drawings.

Anticipated Schematic Design services:

- Conduct a kick-off meeting and strategy session to coordinate overall planning.
- Develop an overall schedule with key action and coordination dates.
- Develop schematic drawings for planning.
- Develop a preliminary budget to include anticipated costs and contingencies.
- Provide assistance to the District in responding to questions that arise throughout the design process.
- We would assist the district in preparing the required NJDOE applications.

We endeavor to provide a comprehensive design effort which we have found to be successful in the approval and construction of educational facilities. The importance of developing a detailed plan together with you from the outset cannot be overstated. This plan will combine ideas we have found



successful with new ideas, specific to your community, that we will develop together to reach your community as effectively as possible.

Design, Documentation, Bidding, and Construction Administration:

Following approval of a Schematic Design, we would be prepared to immediately advance the above referenced projects through full design, document development, bidding and construction.

C. Anticipated services are summarized as follows:

Design Development Phase:

1. Detailed survey of the existing facilities to confirm existing conditions, dimensions and characteristics that impact the project.
2. Update Schematic plan to include Basis of Design product information.
3. Confirm the progress design against original cost estimates, adjust accordingly.
4. Conduct coordination meetings with the district to review project designs and budgets.

Construction Documents Phase:

1. Based upon comments, develop final drawings and specifications for public bidding, permitting, and construction.
2. Update construction cost estimates.
3. Submit documents for code review and permit approval as appropriate.
4. Develop the front-end of the specification and issue to the District for comment from the Board's legal counsel. We will work with your legal counsel to make sure any concerns are discussed and addressed prior to bid.

Bidding Phase:

1. Produce the Advertisements for Bid and issue to the District for them to place in the appropriate publications.
2. Chair the pre-bid meetings.
3. Address contractors Request for Information (RFI's).
4. Issue addenda as required.
5. Attend the bid openings.
6. Review bids and make recommendations for contract award.
7. Work with Board's legal counsel to draft Owner/Contractor contracts.

Construction Administration:

1. Conduct site observation visits on a bi-weekly basis.
2. Facilitate project construction meetings every other week to assess progress and review work in place.
3. Record and generate weekly field observation reports.
4. Review shop drawings and submittals from contractors.
5. Respond to contractors RFI's.
6. Review monthly payment applications and change order requests.
7. Review of updated and submitted construction schedules.
8. Conduct a site visit at substantial completion and prepare a "punch list" of uncompleted work and issue written lists to the contractors.



9. Review and coordination of close out documents and follow-through on completion of punch-list items.

Enhanced Construction Administration Services: (optional services)

While the construction administration services outlined above provide a standard and well-practiced oversight process, some of our clients prefer to have someone on sight as their 'eyes and ears' on a more regular, or even daily, basis throughout construction. Should the district desire, we can provide this enhanced construction administration effort. If desired, we would typically structure the effort based on the number of additional days each week that the below services are desired by the district and provided by Spiezle. This can vary week to week and can even be ended and/or restarted based on how the project is progressing and the comfort level of the district with that progress.

1. Additional site visits would be conducted during construction on an additional number of days depending on district preference and ranging from one additional site visit per week to a presence each day if preferred. Each site visit would include approximately 4 hours of onsite time per visit. These visits will be in addition to our regular weekly site visits.
2. Each site visit will include a walkthrough of the site where construction is active, evaluation of work being performed and direction would be provided to the contractor(s) related to any questions, concerns, etc.
3. A weekly field report will be provided to the contractor and District outlining the status of work, observations, non-confirming items, items that require follow up and related photos.

Proposed Project Team:

We would propose to undertake the above scope of work for Schematic Design and post Schematic Design development through the services of Spiezle Architectural Group, Inc. (*architecture, interior design, cost estimating, sustainable design, construction administration and overall project management*) and professional consultants to provide structural, mechanical, electrical, and plumbing engineering.

Proposed Professional Service Fees:

We propose that design services be provided as a lump sum fee of \$24,000.00

All fees are inclusive of the services outlined above and include the efforts of Spiezle Architectural Group, Inc. and our team of mechanical, electrical, plumbing, and structural engineering consultants. Reimbursable costs would be in addition to the aforementioned fees as described below.

Reimbursable Costs:

You will receive the maximum amount of quality service for a reasonable cost from Spiezle Architectural Group, Inc. We do not charge for travel expenses, phone calls, faxes, minor revisions, etc. All of these items are typical charges that are considered extras in the realm of architectural services. Reimbursable expenses would be limited to reproduction, printing, and express mail costs



and would be billed in addition to the above quoted lump sum fees with nominal markup (1.1 times actual costs).

In an effort to reduce bidding related costs, as well as make the process less wasteful, Spiezle is proposing a digital document bidding process – similar to what we used for previous projects. We will prepare and issue PDF format electronic drawings and specifications to bidders on computer disk for bidding purposes. During bidding, any updates are also distributed digitally. Upon award, final documents are distributed digitally and contractors can print sets for their use.

To support this process a lump sum reimbursable cost of Seven Hundred and Fifty Dollars (\$750.00) would be charged for the document preparation and distribution process.

Terms and Conditions:

This proposal is based upon the following assumptions:

- Terms and Conditions and hourly rates as submitted with our approved Architect of Record (AOR) proposal and agreement are hereby incorporated into this proposal.
- Additional services would not be initiated without prior approval and would be compensated based on either standard hourly rates or other mutually agreeable compensation.
- No services associated with hazardous material identification or abatement have been included, and it is assumed such services, if required, would be contracted directly by the District.
- No services associated with site/civil engineering have been included and it is assumed such services, if required, would be contracted directly by the District.
- This proposal is based upon the incorporation of the terms of this proposal into an AIA B101 "Standard Form of Agreement Between Owner and Architect".

In conclusion, we remain highly enthusiastic regarding our continued collaboration with the District as you meet the needs of your community and students, and hope you will find this proposal acceptable. If you are in agreement with the scope and services proposed, please sign below designating your acceptance and return a signed copy of this proposal.

Should you have any questions at all, or need additional information, please do not hesitate to contact me.

Sincerely,

Accepted: West Orange Public Schools

Anthony Catana, AIA, LEED®ap
Director of Building Technology

By: _____

Date: _____