

WEEHAWKEN TOWNSHIP SCHOOL DISTRICT

BOARD OF EDUCATION

Dr. Robert R. Zywicki, *Superintendent of Schools*
Robert R. Brown, *Interim Business Administrator/Board Secretary*

Richard Barsa, *President*
Jennifer Bolcar
John Cannata
Meg Carson
Mark Denfeld
Susan Morales Jennings
Julian Brian Mera
Francis J. Pizzuta
Noelberto Sanchez

Agenda

January 16, 2018 - 7:00 pm - Regular Meeting
Weehawken High School Media Center

- A. Call to Order
- B. Roll Call - Salute to the Flag
- C. Citizens' Comments on Agenda Items
(Not to exceed beyond 7:30 pm)
- D. Executive Session
- E. Approval of Minutes of Regular Meeting December 19, 2017
- F. Reports
 - 1. Superintendent of Schools
 - 2. Attorney's Report
- G. New Business
 - 1. **Finance**
 - Payment of Bills
 - Treasurer's Report
 - Report of the Board Secretary
 - 2. **Personnel**
 - 3. **Administration**
- H. Discussion Items
- I. Adjournment

New Business

1. Finance

- a. **BE IT RESOLVED**, that the lists of supplies received and services rendered to the Board of Education of the Township of Weehawken, County of Hudson, be and the same are hereby approved and ordered paid as per the attached Claim Sheets.
- b. **BE IT RESOLVED**, that pursuant to N.J.S.A. 18A:17-36, the Treasurer's Report be accepted as submitted by the Treasurer of School Moneys for the month of December.
- c. **PURSUANT**, to NJAC 6A:23A-16.10(c)3, we certify that as of December 30, 2017 the Board Secretary's monthly financial report, appropriations section, did not reflect an over expenditure in any of the major accounts or funds and based on the appropriation balances reflected on this report and the advice of district officials, we have no reasons to doubt that the district has sufficient funds available to meet its financial obligations for the remainder of the fiscal year.
- d. **BE IT RESOLVED**, that pursuant to N.J.S.A. 18A:17-9, the Board of Education accepts the Report of the Board Secretary for the month of December 2017 as submitted and certifies that the Board Secretary's Report and Treasurer's Report are in agreement.:

Transfer to	Amount	Transfer From	Amount
11-140-100-101-1	150,000.00	11-130-100-101-1	150,000.00
11-140-100-101-1	200,000.00	11-130-100-101-5	200,000.00
11-000-270-504-9	1,500.00	11-000-270-593-9	1,500.00
11-190-100-610-2	10,136.70	11-190-100-440-9	10,136.70
11-190-100-640-1	4,000.00	11-190-100-800-6	4,000.00
11-190-100-610-2	2,000.00	11-190-100-640-6	2,000.00
11-000-230-600-6	7,000.00	11-000-230-530-9	7,000.00

- e. **BE IT RESOLVED**, that the Board of Education accepts a \$1000 donation from Exxon Mobile as part of a grant program.

New Business

2. Personnel

- a. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent of Schools to appoint the following as substitute/substitute secretary at the daily rate of \$85.00 pending submission criminal background check.

Pamela Flores

- b. **WHEREAS**, the Board has been advised and a request received for a leave of absence for the birth and care of a newborn consisting of a leave pursuant to the Family Leave Act; and

WHEREAS, a recommendation has been made by the Superintendent,

BE IT RESOLVED, that such leave is hereby granted for the estimated dates set forth:

Name: Linsey Castaldo
Position: Elementary Teacher - Theodore Roosevelt School
Dates: (Estimate Due Date) May 24, 2018

- c. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent of Schools to pay Rhondi Ickles \$35 an hour for preparing and presenting workshops at the Parent EdCamp on January 6, 2018.
- d. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent of Schools to appoint Yadira Figueroa for home instruction of two high school students and Jill Guevarez for home instruction of one high school student for \$35 an hour five hours a week effective February 15, 2018 until June 30, 2018.
- e. **BE IT RESOLVED**, that the Board of Education accepts the resignation upon retirement of Gary Siramarco effective March 1, 2018.
- f. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent of Schools to appoint the following teacher pending submission of credentials and criminal background check.

Name	Position/School	Degree/Step	Start Date	Salary
William Hauser	History Weehawken HS	BA/Step 3	03/01/2018- 06/30/2018	\$52,070.00

- g. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent of Schools to pay the following teachers \$35 an hour for their participation at the upcoming WHS Showcase events on January 30 and 31, 2018.

Paul Bannon
Elizabeth McParland

Kate Kitzie
Ariel Parkinson

New Business

3. Administration

- a. **WHEREAS**, according to the HIB code and Policy 5512, the Board of Education shall issue a decision in writing to affirm, modify or reject the Superintendent's decision for HIB reports submitted; and

WHEREAS, there have been no requests for a Board hearing on any of these actions;

THEREFORE, BE IT RESOLVED, that the Weehawken Board of Education accepts the HIB report of the Superintendent for December 2017 indicating no pending items.

- b. **BE IT RESOLVED**, that the Weehawken Board of Education approves a Joint Transportation Agreement between the Sussex County Regional Transportation Cooperative as host district, and the Weehawken Board of Education as joiner district, to transport one Weehawken School District student to Willow Glen Academy for the period of July 5, 2017 to June 20, 2018 at a cost of \$6,220.00.
- c. **BE IT RESOLVED**, that the Board of Education accepts the recommendation of the Superintendent to approve the adoption/revision of the following policies/regulations, effective immediately:

Policy 2415.04, entitled "Parental Involvement";

Policy 3437, entitled "Military Leave";

Policy 4437, entitled "Military Leave"

Policy 5516.01, entitled "Student Tracking Devices".

New Business

3. Administration

- d. **BE IT RESOLVED**, that the Annual School Election shall be held on Tuesday, April 17, 2018 for the election of Board Members for three full terms and for any unexpired terms, if existing, and for the voting of the 2018-2019 Annual Budget;

BE IT FURTHER RESOLVED, that the election shall be by ballot and, except as otherwise provided by statute shall be conducted in the manner provided for general elections pursuant to Title 19 except that there shall be no grouping of candidates or party designation;

BE IT FURTHER RESOLVED, that the Board Secretary in consultation with the Board Attorney shall supervise and oversee the election in all aspects not delegated to the County Board of Elections or the Superintendent of Elections by Title 19 of the revised statutes of New Jersey;

BE IT FURTHER RESOLVED, that voting machines shall be used and that the polls shall be open continuously between the hours of 2:00 p.m. and 8:00 p.m., and until all legal voters who are present have voted;

BE IT FURTHER RESOLVED, that nomination petitions shall be filed with the Board Secretary before 4:00 p.m. on February 26, 2018.

BE IT FURTHER RESOLVED, that the Board Secretary is authorized to publish, if necessary, in various newspapers all notices required by law to be published; such publications to be made either separately or in cooperation with other districts;

BE IT FURTHER RESOLVED, that the position which the names of candidates shall have upon the school election ballot shall be determined by the Board Secretary by conducting a drawing in public in his offices at 4:00 p.m. on March 7, 2018. The Board Secretary shall, within two days following the drawing, certify to the county clerk the results of the drawing.

BE IT FURTHER RESOLVED, that the Board Secretary is authorized to mail any sample ballots delivered to her office and, if necessary, to designate and to lease polling places within the Township;

BE IT FURTHER RESOLVED, that the Board Secretary is authorized to issue purchase orders and to pay all election costs, charges and expenses, including the compensation of the members of the district boards, and the compensation and expenses of the county board of elections, the county superintendent of elections and the clerk of the county. All costs, charges and expenses submitted for payment shall be itemized and shall include the separate identification of costs to prepare, print, and distribute sample ballots.

New Business

3. Administration

e. Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT ("Agreement") is made effective on January 17, 2018 by and between Saint Peter's University ("Saint Peter's"}, of 4233 Kennedy Blvd, Jersey City, New Jersey 07306, and the Weehawken Board of Education (hereinafter, "Weehawken"}, of 53 Liberty Place, Weehawken, New Jersey 07086. Saint Peter's and Weehawken are sometimes individually referred to as "Party" and collectively referred to as the "Parties".

WHEREAS, Saint Peter's desires to have Weehawken mentor new teachers;

WHEREAS, teacher candidates will be required to participate in edTPA, a teacher performance assessment, to fulfill a state teacher certification requirement; and

WHEREAS, the performance assessment documents a series of lessons taught in a Weehawken classroom and include short video recordings in the classroom, which shall be conducted through a stationary camera;

WHEREAS, in exchange for Weehawken mentoring new teachers in accordance with edTPA and its video recording requirement, Weehawken desires to be held harmless by Saint Peter's from all claims and/or litigation arising out of the mentoring process and the use of video recording in the classroom, in particular.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Saint Peter's and Weehawken, agree as follows:

TERMS

1. Hold Harmless. Saint Peter's shall fully defend, indemnify, and hold harmless Weehawken from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, or negligence on the part of Weehawken, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers, including but not limited to personal injury and/or property damage arising out of the student teaching. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Weehawken for all legal fees, expenses, and costs incurred by it. Saint Peter's shall provide proof of insurance to Weehawken prior to the commencement of the new teacher mentoring program.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party. To the extent that any governmental body must approve the Agreement, the parties represent and warrant that an appropriate Resolution has been obtained.

3. Amendment, Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

New Business

3. Administration

4. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppels, or otherwise.

5. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statement or agreements between the Parties related to such matters.

7. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under New Jersey law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under New Jersey law.

8. **Applicable Law.** This Agreement shall be governed exclusively by the laws of New Jersey, without regard to conflict of law provisions.

9. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Superior Court of New Jersey, Law Division in Hudson County, New Jersey. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

10. **Signatures.** This Agreement shall be signed by Dr. Robert Zywicki., Weehawken Superintendent of Schools and on behalf of Saint Peter's by _____, _____ of Saint Peter's and effective as of the date first written above. This Agreement may be executed electronically and in counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

SAINT PETER'S UNIVERSITY

WEEHAWKEN BOARD OF EDUCATION

DR. ROBERT ZYWICKI
SUPERINTENDENT OF SCHOOLS