

**WEST ORANGE BOARD OF EDUCATION**  
**Reorganization Meeting - 6:00 p.m. – May 7, 2012**  
**ADMINISTRATION BUILDING**  
**179 Eagle Rock 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 May 10, 2011.
- 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. ORGANIZATION OF THE BOARD OF EDUCATION FOR THE ENSUING YEAR:

- A. Appointment of Treasurer of School Monies for the period July 1, 2012, through June 30, 2013. The present Treasurer is **Joseph Antonucci**, \$10,000 annual fee.
- B. Designate meeting days for regular business meetings. (Att. #1)
- C. 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.
- D. Readopt continuing contracts of the Board.
- E. Recommend approval of Deferred Annuity Groups authorized to provide services to the staff of the West Orange Board of Education for the 2012/13 school year. (Att. #2)
- F. Recommend approval of appointment of the firm of **Nisivoccia and Company** as independent certified auditors for the 2011/12 school year.

- G. Recommend approval of **Parete Somjen Architects** as the architect of record for the West Orange Schools.
- H. Recommend approval of **G.R. Murray Insurance** as broker of record for various lines of insurance.
- I. Recommend approval of **Adams Stern Gutierrez & Lattiboudere, LLC** as labor counsel for the West Orange Schools.
- J. Recommend approval of **McManimon & Scotland, LLC** as bond counsel for the West Orange Schools.
- K. Recommend approval of Chart of Accounts for the 2012/13 school year.
- L. Adopt the Educational Program and revised Courses of Study and Textbooks for the District and each school for 2012-2013 as required by N.J.S.A. 18A:33-1 and 34-1. (Att. #3)
- M. Recommend approval of Unrecognized Position Titles in accordance with N.J.A.C. 6A:9-5.5 (Att. #4)
- N. Appoint **Robert Csigi** and **Michael Hanley** as Integrated Pest Management Coordinators for the 2012/13 school year.
- O. Appoint **Robert Csigi** as the Right to Know Officer for the 2012/13 school year.
- P. Appoint **Mark Kenney** as the Custodian of Records for the 2012/13 school year.
- Q. Appoint **Robert Csigi** and **Michael Hanley** as the AHERA Coordinators for the 2012/13 school year.
- R. Appoint **Donna Rando** as the Affirmative Action Officer for Curriculum and Instruction for the 2012/13 school year.
- S. Appoint **Frances Neceskas** as the Affirmative Action Officer for Personnel for the 2012/2013 school year
- T. Appoint **Hayden Moore** as the District Homeless Liaison for the 2012/2013 school year
- U. Appoint **Cheryl Butler** as the 504 Compliance Coordinator and the District Anti-Bullying Coordinator for the 2012/2013 School Year

IV. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF April 16, 18, 19 and 30, 2011 (Att. #5)

V. SUPERINTENDENT'S AND/OR BOARD'S REPORTS

A. Student Recognitions:

- National Merit \$2,500 Scholarship
- National Achievement \$2,500 Scholarship
- President's Volunteer Service Award, Prudential Spirit of Community
- Wallenburg Honors Program Finalist

B. Coaches Recognition: Essex County Coach of the Year:

- Stephan Zichella, Wrestling
- Joseph Picataggio, Winter Track
- Mark Janifer, Ice Hockey

C. Overview of new Teacher/Administrator Evaluation Systems

D. First Reading of the Following Board Policies:

Drugs, Alcohol, Steroids, Tobacco (Substance Abuse)	5131.60
Alternative Educational Programs	6172.00

E. HIB Report

F. WOHS Graduation Rate Recalculation

VI. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations

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

Katherine Curran, Special Education Teacher, WOHS, effective 6/30/12

Kerri Coyne, Mathematics Teacher, WOHS, effective 6/30/12

Nancy Gilbert, Grade 3 Teacher, Mt. Pleasant School, for retirement purposes, effective 7/1/12

Christine Dolle, School Psychologist, Pleasantdale School, effective 6/30/12

William Hulighan, Maintenance Worker, Buildings and Grounds, for retirement purposes, effective retroactive to 5/1/12

Tamara Lynch, Resource Room Teacher, Liberty School, State Disability Retirement, effective 6/1/12, contingent upon approval by the State Pension Office of Disability

Judith Mitterman, LMC, Mt. Pleasant School, for retirement purposes, effective 7/1/12

## 2. Appointments

- a) Superintendent recommends the reappointment of non-tenured certified and non-certified staff for the 2012-2013 school year as stipulated
- b.) Superintendent recommends approval of the following appointment(s) at the appropriate contractual rates:

Oluwakemi Aborisade, School Nurse, WOHS, BA-3, \$50,000, effective retroactive to 2/28/12 (replacement)

Kirk Roberts, District Multimedia Technician, WOHS, \$45,000, effective 6/4/12 (replacement)

Deborah Ruocco-Howes, Special Education/Language Arts, Liberty School, medical leave replacement, MA-1. \$256.28 per diem, effective 5/8/12-6/20/12 (replacement)

Joel Perry, Teacher for After-School Fine Arts Immersion Program, for the period May 2012-July 2012 (2 hours/day, 12 days, \$73/hour), for a total of \$1,752, funded through NCLB/Title I

Fine Arts Co-Curricular Stipends for the 2012-2013 School Year as per the attached (Att. #6)

Victor Paglio, Coordinator of Community School Based Programs for the 2011-2012, and 2012-2013 school years, \$4,003 stipend

SLC Data Analysts, for the 2011-2012 school year (retroactively appointed):

- Kerri Coyne, \$1,250 stipend
- Katelyn Busby, \$1,250 stipend

Additions to the 2011-2012 Substitute List as per the attached (Att. #7)

Summer Enrichment Staff Assignments 2012 as per the attached (Att. #8)

3. Leave(s) of Absence

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

Ralph Salvatore, Basic Skills Teacher, Redwood School, medical leave of absence, effective retroactive to 1/30/12 until released by physician

Laura Martinelli, Learning Consultant, Gregory and St. Cloud Schools, medical leave of absence, effective retroactive to 4/16/12 until released by physician

Kathleen Rothenbucher, Behavior Analyst, Pleasantdale School, maternity leave of absence, effective 6/30/12-2/28/13

Jennifer Imperial, Grade 3 Teacher, Pleasantdale School, maternity leave of absence, effective 9/1/12-1/2/13

Laura Lison, School Psychologist, Pleasantdale School, maternity leave of absence, effective 9/1/12-6/30/13

Peter Torriello, Custodian, Edison School, medical leave of absence, effective retroactive to 4/23/12-5/7/12

John Diminich, Custodian, WOHS, medical leave of absence, effective retroactive to 4/18/12 until released by physician

Christine O'Neill, Special Education Teacher, WOHS, medical leave of absence, effective 5/7/12-6/8/12

Lisa Leuzzi, Instructional Aide, Pleasantdale School, extension of medical leave of absence through 6/30/12

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of Field Trip requests for the 2011-2012 school year (Att. #9)
2. Recommend approval of Central Office and Custodial Calendars for the 2012-2013 School Year (Att. #10)
3. Recommend acceptance of the results of the Quality Single Accountability Continuum (QSAC) District Performance Review (DRP), pending corrections by Trenton (Att. #11)

C. FINANCE

1. Recommend approval of the 5/7/12 Bills Lists: (Att. #12)

Payroll/Benefits	\$ 5,210,362.32
Transportation	\$ 117,926.55
Special Ed. Tuition	\$ 561,807.05
Instruction	\$ 168,724.23
Facilities	\$ 275,980.72
Capital Outlay	\$ 49,337.08
Grants	\$ 189,716.80
Food Services	\$ 357,636.39
Textbooks/Supplies/Athletics/Misc.	<u>\$ 75,942.85</u>
	<u>\$ 7,007,433.99</u>

2. Recommend approval of renewal of service contract agreement for the 2012-2013 school year, with Trinitas Children's Therapy Services for occupational therapy services for Nonpublic Students, funded through IDEA, in an amount not to exceed \$10,000 (Att. #13)
3. Recommend approval of renewal of service contract agreement with Occupational Therapy Consultants for Related Services for Out of District Students, for the 2012-2013 school year, in an amount not to exceed \$15,000 (Att. #14)
4. Recommend approval of agreement with AJL Physical and Occupational Therapy for the 2012-2013 school year for: (Att. #15)
- Occupational and/or physical therapy services for Out-of-District students at Washington Academy and The Children's Institute in an amount not to exceed \$5,000
  - Occupational and/or physical therapy services for Nonpublic students, in an amount not to exceed \$7,500, funded through IDEA
5. Recommend approval of tuition for the 2011-2012 School Year Out-of-District placements in the amount of \$13,651.89 (Att. #16 - confidential)
6. Recommend approval of service agreement with Morris Union Jointure Commission for the 2012-2013 school year for: (Att. #17)
- Physical therapy services for students attending the Developmental Learning Centers in an amount not to exceed \$16,000
  - Occupational therapy services for students attending the Developmental Learning Centers in an amount not to exceed \$30,000

7. Recommend approval of service contract agreement with Youth Development Clinic for the 2012 Extended School Year for student for Home based ABA in an amount not to exceed \$1,785 (Att. #18 - confidential)
8. Recommend approval of tuition for the 2012-2013 School Year, including Extended School Year, Out-of-District placements as per the attached (Att. #19 - confidential)
9. Recommend approval of service contract agreement with Cerebral Palsy of North Jersey for the 2012-2013 school year in an amount not to exceed \$125,000 (Att. #20)
10. Recommend approval of NCLB Title I/Neglected Program After-School Fine Arts Immersion Program at Safe Journey Group Home for the period May 2012-July 2012, funded through NCLB/Title I Neglected Funds (Att. #21)
11. Recommend approval of resolution absolving the Willowglen Academy of requirement to charge students for meals for the 2012-2013 school year (Att. #22)
12. Recommend approval for disposal of kiln at Hazel Elementary School (Att. #23)
13. Recommend approval of Parental Transportation Agreements (4) for the 2012-2013 school year in the total amount of \$5,531 as per the attached (Att. #24 - confidential)
14. Recommend approval of resolution to apply for funds in the amount of \$274,956 to support the implementation of the Anti-Bullying Bill of Rights Act for the period 7/1/11-6/30/12 (Att. #25)
15. Recommend approval of Application for School Business Request, in the amount of \$2,159, funded through IDEA (Att. #26)
16. Recommend acceptance of donation from West Orange Community House to Mt. Pleasant School for the purchase of educational technology.
17. Receipt of the Board Secretary's Reports for the months of January and February, 2012 (Att. #27- available in the Business Office)
18. Receipt of the Treasurer of School Monies Reports for the months of January and February, 2012 (Att. #28 - available in the Business Office)

19. Recommend approval of Natural Gas Supply Service Contract with Hess Corporation obtained through the procurement process provided by ACES (Alliance for Competitive Energy Services) for the 24 month period June 2012 – May 2014 (Att. #29)
20. Recommend approval of contract proposal between Motivational Media Assemblies and WOHS to present the production, "Our Time" to 9<sup>th</sup> grade students, on 5/30/12, at a cost of \$658.75 payable through the SLC Grant. (Att. #30)

D. REPORTS

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

VIII. PETITIONS AND HEARINGS OF CITIZENS

IX. ADJOURNMENT




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

Public Agenda

Date: 5/7/12

Attachment # 3

**To:** Dr. Anthony Cavanna, Superintendent

**From:** Donna Rando Ed.D., Assistant Superintendent 

**Date:** May 3, 2012

**Re:** Courses of Study/Textbooks, 2012-2013  
Small Learning Communities, 2012-2013

Attached is the K-12 Courses of Study/Textbooks List for the 2012-2013 school year identifying grade, course of study, textbook title, publishing company, and edition date. The attached also includes a list of West Orange Small Learning Communities for the 2012-2013 school year.

**Courses of Study/Textbooks  
2012-2013**

ESL				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
K	ESL Kindergarten	No Text-Variou Resources	Various publishers	
1	ESL K-5 Curriculum, Grade 1	No Text-Variou Resources	Various publishers	
2-5	ESL Grades 2–5, Beginners	No Text-Variou Resources	Various publishers	
2-5	ESL, Grades 2-5, Intermediate	No Text-Variou Resources	Various publishers	
2-5	ESL Grades 2–5, Advanced	No Text-Variou Resources	Various publishers	
6-8	ESL Grades 6–8, Beginners	No Text-Variou Resources	Various publishers	
		Keys to Learning	Longman Pearson Education	2005
6-8	ESL Grades 6–8, Intermediate	Shining Star, Level B	Longman Pearson	2004
6-8	ESL Grades 6–8, Advanced	Visions, Level C	McCloskey and Stack, Thompson Heinle	2004
9-11	ESL 1	No Text-Variou Resources	Various publishers	
9-11	ESL 2	High Point, Level C	Hampton-Brown	2003
9-10	ESL 3 Contemporary Themes	No Text-Variou Resources	Various publishers	
9-10	ESL 3 Literature	No Text-Variou Resources	Various publishers	
10-11	ESL 4 Contemporary Themes	No Text-Variou Resources	Various publishers	
10-11	ESL 4 Literature	No Text-Variou Resources	Various publishers	
11	ESL 5 Contemporary Themes	No Text-Variou Resources	Various publishers	
11	ESL 5 Literature	No Text-Variou Resources	Various publishers	
12	ESL Effective Communications	No Text-Variou Resources	Various publishers	

**Courses of Study/Textbooks  
2012-2013**

Fine Arts				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
K-5	Vocal Music	Share the Music	MacMillan McGraw Hill	2003
4-5	Band	No Text	Various publishers	
4-5	Strings	No Text	Various publishers	
6	Vocal Music	No Text		
6	General Music	No Text		
6-8	Band	No Text	Various publishers	
6-8	String Orchestra	No Text	Various publishers	
7-8	Chorus	No Text		
9	Freshman Band	No Text	Various publishers	
10-12	Concert Band	No Text	Various publishers	
10-12	Wind Ensemble/Honors Wind Ensemble	No Text	Various publishers	
9-12	Orchestra	No Text	Various publishers	
10-12	Chamber Orchestra/Honors Chamber Orchestra	No Text	Various publishers	
10-12	Chamber Choir/Honors Chamber Choir	No Text		
9-12	Choir for Treble Voices/Tenor Bass Voices	No Text		
10-12	Concert Choir	No Text		
10-12	Music In Our World	Music, It's Role in Our Lives	Glencoe McGraw Hill	2000
10-12	AP Music Theory	Tonal Harmony	McGraw/Hill	2004
9-12	Music Theory	The Fundamentals of Music	Pearson Prentice Hall	2004
9-12	Voice Class	No Text		
9-12	Piano Lab	SoundTree Keyboard Lab Curriculum	Alfred's Publishing	
K-5	Art	No Text		
4-5	Studio Art	No Text		
6	Art	No Text		
7	Art	No Text		
8	Art	No Text		
9-12	Art 1A/ Art 1B	No Text		
10-12	Art 2A/ Art 2B	No Text		
11-12	Art 3	No Text		
12	Art 4	No Text		
12	Honors Art 4/AP Studio Art	No Text		
9-12	3-Dimensional Design 1	No Text		
10-12	3-Dimensional Design 2	No Text		
10-12	3-Dimensional Design 3	No Text		
10-12	3-Dimensional Design 4	No Text		
11	3-Dimensional Design 5	No Text		

**Courses of Study/Textbooks  
2012-2013**

<b>Guidance</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
K-5	Elementary School Counseling Program	No Text		
6-8	Middle School Counseling Program	No Text		
9-12	High School Counseling Program	No Text		

**Courses of Study/Textbooks  
2012-2013**

<b>Language Arts</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
K-5	Language Arts Literacy	Fountas and Pinnell Benchmark Assessment System	Heinemann	2010
K-5	Language Arts Literacy	Leveled Libraries, literature-based text	Trade Books	Various
K-5	Language Arts Literacy	Being A Writer	Developmental Studies Center	2010
K-5	Language Arts Literacy	Fountas & Pinnell Guided Reading Libraries	Scholastic, Inc	2011
3-5	Reading	Read 180 Next Generation Fountas and Pinnell	Scholastic, Inc.	2011
6	Language Arts Literacy	Benchmark Assessment System	Heinemann	2010
6	Language Arts Literacy	Leveled Libraries	Trade Books	Various
6	Integrated Language Arts	Elements of Literature	Holt, Rinehart and	2005
6	Reading	Novels, short stories, poems,	Various publishers	2005-2009
6	Writing Workshop	Elements of Writing	Holt, Rinehart and Winston	2005
7	Integrated Language Arts	Elements of Literature	Holt McDougal	2009
7	Reading	Novels, short stories, poems, various publications	Various publishers	2006-2008
8	Integrated Language Arts	Elements of Literature	Holt McDougal	2009
8	Reading	Novels, short stories, poems, various publications	Various publishers	2006-2008
9	Learning Strategies for Improving Language Arts Skills	Various publications	Various publishers	n/a
9	Honors English 9	Elements of Literature Novels, short stories, poems, various publications	Holt, Rinehart and Winston Various publishers	2005 n/a
9	English 9	Elements of Literature Novels, short stories, poems, various publications	Holt, Rinehart and Winston Various publishers	2005 n/a
10	Honors English 10	Elements of Literature Novels, short stories, poems, various publications	Holt, Rinehart and Winston Various publishers	2005 n/a
10	English 10	Elements of Literature Novels, short stories, poems, various publications	Holt, Rinehart and Winston Various publishers	2005 n/a
10-11	SAT Preparation	No Text	Various publishers	
11	Survey of American Literature, English 11 (Journeys Series)	Novels, short stories, poems, various publications	Various publishers	n/a
11	Advanced Placement Language and Composition	Novels, short stories, poems, various publications	Various publishers	n/a
12	Advanced Placement Literature	Novels, short stories, poems, various publications	Various publishers	n/a
12	Survey of British and World Literature	Adventures in English Literature	Holt, Rinehart and Winston	2005
12	Honors Survey of British and World Lit	Novels, short stories, poems, various publications	Various publishers	n/a
12	Mythology (Elective)	Short stories, novels	Various publishers	n/a
12	Effective Communication	Journeys-Findings Level 12	Holt, Rinehart and	2005
9-10	Journalism, IA/IB	No Text	Various publishers	n/a
11-12	Advanced Journalism, II-IV	No Text	Various publishers	n/a
10-12	Creative Writing	No Text	Short stories, novels	n/a
10-12	Theatre Arts/Dramatics	Contemporary Monologues	Prentice Hall	2009

**Courses of Study/Textbooks  
2012-2013**

<b>Language Arts</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
10-12	Advanced Theatre Arts/Dramatics	Contemporary Monologues	Prentice Hall	2009
11-12	Public Speaking	No Text	Various publishers	n/a
11-12	Advanced Public Speaking	No Text	Various publishers	n/a

**Courses of Study/Textbooks  
2012-2013**

<b>Library Media Center</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
PreK	Library Media Center, PreK	No Text		
K-5	Library Media Center, Elementary	No Text		
6-8	Library Media Center, Middle School	No Text		
9-12	Library Media Center, High School	No Text		

**Courses of Study/Textbooks  
2012-2013**

<b>Mathematics</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
K-5	Mathematics, K-5	Everyday Math 3	McGraw-Hill/Wright	2010
6-8	Mathematics, 6-8	Connected Math 2	Pearson	2009
8-9	Algebra 1/Honors Algebra 1	Algebra 1 New Jersey Edition	Prentice Hall	2010
9	Learning Strategies for Improving Mathematics Skills	Various publications	Various publishers	n/a
9-10	Honors Geometry	Geometry	Glencoe	2001
10	Geometry	Geometry	McDougal Littell	1998
11	Algebra 2	Algebra 2	Glencoe	2003
9-10	Honors Algebra 2	Algebra 2	Glencoe	2003
10-11	SAT Preparation	No Text	Various publishers	
10-12	Computer Science A	Visual Basic.Net	Thomson	2003
10-12	Computer Programming C++	No Text	Various publishers	
11-12	Integrated Mathematics	No Text	Various publishers	
11	Honors Pre-Calculus	Advanced Mathematical Concepts	Glencoe McGraw Hill	2001
11-12	Pre-Calculus	Advanced Mathematical Concepts	Glencoe McGraw Hill	2001
11-12	Advanced Placement Statistics	The Practice of Statistics	W. H. Freeman	1999
11-12	Advanced Placement Calculus	Calculus with Analytical Geometry	John Wiley & Sons	2006
11-12	Advanced Placement Computer Science	Various publications	Various publishers	n/a
11-12	Java	Various publications	Various publishers	n/a
12	Selected Topics in Mathematics	Various publications	Various publishers	n/a



**Courses of Study/Textbooks  
2012-2013**

Physical Education				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
K-5	Comprehensive Health Program	No Text		
K-5	Physical Education	No Text		
6-7	Family Living/Human Development	No Text		
8	Comprehensive Health Emergencies	First Aid/CPR/AED for Schools and the Community	American Red Cross	2006
6-8	Physical Education	No Text		
9	Family Living 9	No Text		
10	Driver Education Theory	The NJ Driver Manual	NJ Motor Vehicle Commission	2010
9-12	Physical Education	No Text		
12	Health Emergencies	First Aid/CPR/AED for Schools and the Community	American Red Cross	2006
11	Family Living 11	No Text		

**Courses of Study/Textbooks  
2012-2013**

Science				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
K-5	Elementary Science Curriculum	Science	Macmillan/McGraw-Hill	2005
6-8	Middle School Science Curriculum	Science Explorer Series	Prentice Hall	2005
9	Biology	Biology - An Everyday Experience	Glencoe	2003
9	Honors Biology	Biology - The Dynamics of Life	Glencoe	2004
10-11	Chemistry	Chem-Connections to Our Changing World - 2nd Ed.	Prentice Hall	2000
10-11	Honors Chemistry	Chemistry - Matter & Change	Glencoe	2002
11-12	Physics & Honors Physics	No Text	Various publishers	
10-12	Honors Environmental Science	Env. Sci. - The Study of Interrelationships-10th Ed.	Brooks/Coles Pub	2008
11-12	Dynamics of Health Care in Society	UMDNJ	Various publishers	
11-12	Anatomy & Physiology I	UMDNJ	Various publishers	
11-12	A. P. Biology	Biology (Campbell) - 7th Ed.	Addison Wesley	2007
11-12	A. P. Chemistry	Chemistry	Zumdahl, 4th Edition	1997
11-12	A. P. Environmental Science	The Living Environment. - 14th Ed.	Brooks/Coles Pub.	2008
11-12	Earth Science	Earth Science	Prentice Hall	2006
11-12	Research Methods in Science	STEM Student Research Handbook	National Science Teachers Association Press	2011
12	A. P. Physics	No Text	Various publishers	

**Courses of Study/Textbooks  
2012-2013**

<b>Social Studies</b>				
<b>Grade</b>	<b>Title of Curriculum</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
Kdg	You and Your Family	Meeting Many People	Harcourt Brace	1997
1	The Family and the Neighborhood	Meeting Many People	Harcourt Brace	1997
2	The Neighborhood and Community	Meeting Many People	Harcourt Brace	1997
3	Communities	Meeting Many People	Harcourt Brace	1997
3	Our Town	No Text	"Our Town" Booklet and various resources	
4	The State Community	States and Regions	Harcourt Brace	1997
5	Early American History (Native Americans-1820)	America's Story	Harcourt Brace	1997
K-5	Holocaust Resource	NJ Holocaust/Genocide Program	NJDOE	1997
6	Modern American History (1820-1920)	United States in Modern Times	Harcourt Brace	1997
7	Contemporary Issues (Civics, Economics, Geography)	American Civics	Holt, Rinehart and Winston	1996
8	Ancient World History	World History: Connections to Today: The Ancient Era	Prentice Hall	2005
9	Modern World History	World History: Connections to Today: The Modern Era	Prentice Hall	2003
9	The Law: Rights and Responsibilities	Street Law: Seventh Edition	McGraw Hill	2005
10	United States History I	America Pathways to the Present	Pearson-Prentice Hall	2003
10	Honors United States History I	The Americans/AMSCO: United States History	McDougal/Littell AMSCO	2003 2010
11	United States History II	The Americans: America Pathways to the Present	McDougal/Littell: Pearson-Prentice Hall	2003
11	Honors United States History II	The Americans	McDougal/Littell	2003
11	AP United States History	The American Nation/AMSCO	Congage Pub AMSCO	2008 2010
11-12	Money, Markets and the Economy	Economics, Today & Tomorrow	Glencoe/McGraw Hill	1994
11-12	Cultural Anthropology	No Text	Various resources	
11-12	Power and Politics	No Text	Various resources	
11-12	Shaping Western Thought	Archetypes of Wisdom: Fourth Edition	Wadsworth	2001
11-12	The Individual in Society	Psychology and You	McMahon-Romano	2009
11-12	AP Government and Politics	American Government	Houghton Mifflin	2005
11-12	History of Race, Class, Gender and Ethnicity in America	No Text	Various resources	
11-12	Modern America Through Media	No Text	Various resources	
12	AP World History	The Earth and Its People	Houghton Mifflin	2009
12	AP Psychology	Myers' Psychology for AP	Worth Publishing	2010

**Courses of Study/Textbooks  
2012-2013**

World Languages				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
K-1	Elementary Spanish	Salsa Video Series	Georgia Public Broadcasting	2007
2-5	Elementary Spanish	No Text	Various publishers	
6	Grade 6 Spanish	Como te va B	McGraw Hill Glencoe	2007
7	Articulation of Elementary/Middle School Spanish Grade 7	No Text	Various publishers	
8-12	Chinese 1	Chinese for Youth	Far East Trade	2007
9-12	Chinese 2 / 2 Honors	Chinese Made Easy	Joint Publishing	2008
9-12	Chinese 3 / 3 Honors	Easy Steps to Chinese	Beijing Lang. & Cult	2008
9-12	Chinese 4 / 4 Honors	Integrated Chinese, Level 2	Cheng & Tsui 3rd Ed.	2009
9-12	AP Chinese	Integrated Chinese, Level 2	Cheng & Tsui 3rd Ed.	2010
8-12	French 1	C'est a toi 1	EMC Paradigm	2007
9-12	French 2 / 2 Honors	C'est a toi 2	EMC Paradigm	2007
9-12	French 3	Allez Viens 3	EMC Paradigm	2000
9-12	French 3 Honors	Allez Viens 3	EMC Paradigm	2000
9-12	French 4	Allez Viens 3	EMC Paradigm	2000
9-12	French 4 Honors	Allez Viens 3	EMC Paradigm	2000
9-12	AP French Language	Imaginez	Vista Higher Learning	2008
8-12	Italian 1	Super Ciao 1A	Editrice La Scuola	2005
9-12	Italian 2 / 2 Honors	Super Ciao 1B	Editrice La Scuola	2005
9-12	Italian 3	SuperCiao 2	Editrice La Scuola	2005
9-12	Italian 3 Honors	SuperCiao 2	Editrice La Scuola	2005
9-12	Italian 4	SuperCiao 2	Editrice La Scuola	2005
9-12	Italian 4 Honors	SuperCiao 2	Editrice La Scuola	2005
9-12	AP Italian	Superciao 3	Editrice La Scuola	2005
8-12	Spanish 1	Navegando 1	EMC Paradigm	2005
9-12	Spanish 2 / 2 Honors	Navegando 2	EMC Paradigm	2005
9-12	Spanish 3	Navegando 2	EMC Paradigm	2005
9-12	Spanish 3 Honors	Dime Pasaporte/Navegando 3	McDougal Littell	2005
9-12	Spanish 4	Navegando 3	EMC Paradigm	2005
9-12	Spanish 4 Honors	Navegando 3	EMC Paradigm	2005
9-12	AP Spanish Language	Various ancillaries	Various publishers	
9-12	AP Spanish Literature	Abriendo Puertas 1 & 2	McDougal Littell	2003
9-12	Beginning Heritage Spanish	No Text - Various ancillaries	Various publishers	
9-12	Intermediate Heritage Spanish	No Text - Various ancillaries	Various publishers	
9-12	Pre-Advanced Heritage Spanish	No Text - Various ancillaries	Various publishers	

**Courses of Study/Textbooks  
2012-2013**

<b>Business Education</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
6	Keyboarding	Software: UltraKey, Word	MicroSoft	2007
7	Computer Applications I	Microsoft Office 2007 Fundamentals	Cengage	2011
7	Computer Applications I	Software: UltraKey, Word, PowerPoint, Excel.	MicroSoft	2007
8	Computer Applications II	Microsoft Office 2007 Fundamentals	Cengage	2011
8	Computer Applications II	Software: UltraKey, Word, PowerPoint, Excel.	MicroSoft	2007
9-12	Keyboarding	Century 21 8 <sup>th</sup> Edition Computer Applications and Keyboarding	Hoggatt Shank/Thomson South-Western	2006
9-12	Word Processing	Microsoft Office Word 2007	Cengage	2008
9-12	Microsoft Office	Microsoft Office Word, PowerPoint, Excel, Access 2007 (4 books)	Cengage	2008
9-12	Accounting 1A and 1B	Century 21 South-Western Accounting Edition 9E General Journal	South Western- Cengage	2009
10-12	Advertising	Contemporary Media and Internet	Current Magazines, Newspapers and Mass Media	current
10-12	Marketing	Marketing Essentials	Glencoe McGraw- Hill	2009
9-12	Excel	Perspectives Microsoft Office Excel 2007	Cengage	2008
9-12	Digital Design and Multi-Media Applications	Adobe InDesign Revealed CS3 Macromedia Dreamweaver 8	Cengage	2007 2008
10-12	College Accounting	Advanced Accounting Century 21	South Western	2012
10-12	Personal Finance	Business and Personal Finance	Glencoe	2007
10-12	Business Law	Law for Business and Personal Use	South Western	2006
12	Cooperative Business Education	"Succeeding in the World of Work"	Glencoe	2006
9-12	IT Essentials	HP IT Essentials I	Cisco Systems	2005
10-12	Cisco Networking Academy Discovery, 1 and 2	Networking Basics CCNA I Routers and Routing Basics CCNA II	Cisco Systems	2007
11-12	Cisco Networking Academy Discovery 3	Switching Basics and Intermediate Routing CCNA III	Cisco Systems	2007
11-12	Cisco Networking Academy Discovery 4	Wan Technologies	Cisco Systems	2007
11-12	Tomorrow's Teacher	TBA		
12-Oct	Paralegal Studies	Various Publications	various	current

**Courses of Study/Textbooks  
2012-2013**

Family and Consumer Science				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
8	Life Skills	Contemporary Media and Internet	Current Magazines, Newspapers and Mass Media	
9-12	Fashion Clothing A	Clothes and Your Appearance	Goodheart Wilcox	2004
9-12	Fashion Clothing B	Clothes and Your Appearance	Goodheart Wilcox	2004
9-12	Foods for Fitness A	Food for Today	Glencoe	2010
9-12	Foods for Fitness B	Food for Today	Glencoe	2010
9-12	Interpersonal Relationships	Contemporary Living	Goodheart Wilcox	2006
9-12	Interior Design A	Homes Today and Tomorrow	Glencoe	2002
9-12	Interior Design B	Homes Today and Tomorrow	Glencoe	2002
10-12	Advanced Clothing A	Fashion! Successful Sewing	Goodheart Wilcox Goodheart Wilcox	2002 1998
10-12	Advanced Clothing B	Fashion! Successful Sewing	Goodheart Wilcox Goodheart Wilcox	2002 1998
10-12	Multicultural Foods A	Guide to Good Food	Goodheart Wilcox	2010
10-12	Multicultural Foods B	Guide to Good Food	Goodheart Wilcox	2010
10-12	Early Childhood and Family Studies I	Parenting: Rewards and Responsibilities Working with Young Children	Glencoe Goodheart Wilcox	2007 2008
10-12	Early Childhood and Family Studies II	Children: The Early Years	Goodheart Wilcox	2006
11-12	Tailoring A	Fashion! Successful Sewing	Goodheart Wilcox Goodheart Wilcox	2002 1998
11-12	Tailoring B	Fashion! Successful Sewing	Goodheart Wilcox Goodheart Wilcox	2002 1998
11-12	Fashion Merchandising	Fashion Marketing and Merchandizing	Goodheart Wilcox	2007
12	Senior Cuisine A	Food for Today	Glencoe	2010

**Courses of Study/Textbooks  
2012-2013**

Technical Education				
Grade	Course of Study	Textbook Title	Publishing Company	Edition Date
7	Technology 1	Introduction to Technology	Glencoe	2010
8	Technology 2	Introduction to Technology	Glencoe	2010
9-12	Introduction to Technology	No text	Various publishers	N/A
9-12	Technical Drawing 1 A	Basic Technical Drawing	McGraw Hill	2004
9-12	Technical Drawing 1 B	Basic Technical Drawing	McGraw Hill	2004
9-12	Technical Drawing 2	Basic Technical Drawing	McGraw Hill	2004
9-12	Graphic Communications 1	Adobe InDesign Revealed CS3	Course Technology	2007
		Macromedia Dreamweaver 8	Course Technology	2008
9-12	Basic Woodworking	Wood Technologies and Processes	Glencoe	2006
10-12	Power Systems	No text	Various publishers	N/A
10-12	Graphic Communications 2	Adobe InDesign Revealed CS3	Course Technology	2007
		Macromedia Dreamweaver 8	Course Technology	2008
10-12	Machine Woodworking	Wood Technologies and Processes	Glencoe	2006
10-12	Jewelry and Lapidary	No text	Various publishers	N/A
10-12	Basic Electricity	No text	Various publishers	N/A
11-12	Architectural Design	No text	Various publishers	N/A
11-12	Photography	Adobe Classroom in a Book	Course Technology	2009
11-12	Automotive Technology 1	Auto Diagnostic, Service and Repairs	Goodheart Wilcox	2003
11-12	Advanced Machine Woodworking	Wood Technologies and Processes	Glencoe	2006
		Carpentry and Building Construction	Glencoe	2004
11-12	Residential Construction Technology I	Wood Technologies and Processes	Glencoe	2006
		Carpentry and Building Construction	Glencoe	2004
11-12	Residential Construction Technology II	Wood Technologies and Processes	Glencoe	2006
		Carpentry and Building Construction	Glencoe	2004
11-12	Electronics	No text	Various publishers	N/A
12	Automotive Technology 2	No text	Various publishers	N/A

**Courses of Study/Textbooks  
2012-2013**

<b>Special Education</b>				
<b>Grade</b>	<b>Course of Study</b>	<b>Textbook Title</b>	<b>Publishing Company</b>	<b>Edition Date</b>
Preschool	Preschool	No Text	Various publishers	
9	Career Awareness and Preparation	No Text	Various publishers	
10	Career Exploration	No Text	Various publishers	
9-12	Study Skills I, II	No Text	Various publishers	



**Courses of Study/Textbooks  
2012-2013**

<b>Small Learning Communities</b>		
<b>School</b>	<b>Grade</b>	<b>Small Learning Community</b>
Washington	K, 5	Green School
WOHS	9	Institute for Humanities
WOHS	9	Special Needs Students
WOHS	9,10, 11	Institute for Math & Science
WOHS	10	Special Needs Students
WOHS	9-12	WOHS Achievement Program
WOHS	9-12	Horizons Program
WOHS	9-12	Advancement via Individual Determination (AVID)
WOHS	9-12	English as a Second Language (ESL) Program

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

**REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE**

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

Permission is requested to use the following unrecognized position title:

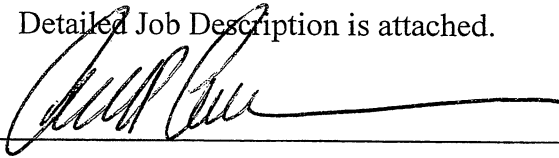
**NCLB/Title I Project Manager**

**NAME OF UNRECOGNIZED TITLE**

X This is a **NEW** request. Detailed Job Description is attached.

       This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent



\*\*\*\*\***DO NOT WRITE BELOW THIS LINE – COUNTY OFFICE USE ONLY**\*\*\*\*\*

The school certification requirement(s) for this unrecognized position title are as follows:

Teaching Certification

       Approval

       Non-Approval

        
Essex County Superintendent

        
Date

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

Permission is requested to use the following unrecognized position title:

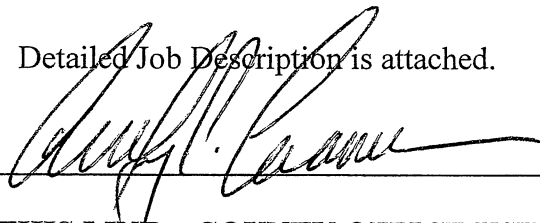
**Director of Human Resources**

**NAME OF UNRECOGNIZED TITLE**

         This is a **NEW** request. Detailed Job Description is attached.

  **X**   This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent



**\*\*\*\*\*DO NOT WRITE BELOW THIS LINE – COUNTY OFFICE USE ONLY\*\*\*\*\***

The school certification requirement(s) for this unrecognized position title are as follows:

Principal/Principal CE

         Approval

         Non-Approval

          
Essex County Superintendent

          
Date

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

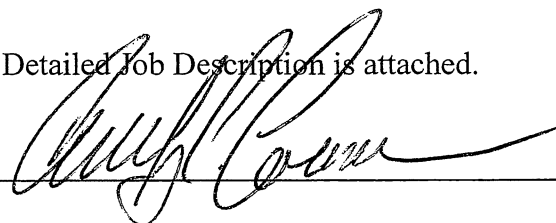
Permission is requested to use the following unrecognized position title:

**Director of Athletics and Physical Education**

\_\_\_\_\_  
**NAME OF UNRECOGNIZED TITLE**

\_\_\_\_\_ This is a **NEW** request. Detailed Job Description is attached.

This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent \_\_\_\_\_  


\*\*\*\*\***DO NOT WRITE BELOW THIS LINE - COUNTY OFFICE USE ONLY**\*\*\*\*\*

The school certification requirement(s) for this unrecognized position title are as follows:

\_\_\_\_\_  
Supervisor and Health and Physical Education Standard Certificate

\_\_\_\_\_ Approval

\_\_\_\_\_ Non-Approval

\_\_\_\_\_  
Essex County Superintendent

\_\_\_\_\_  
Date

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

Permission is requested to use the following unrecognized position title:

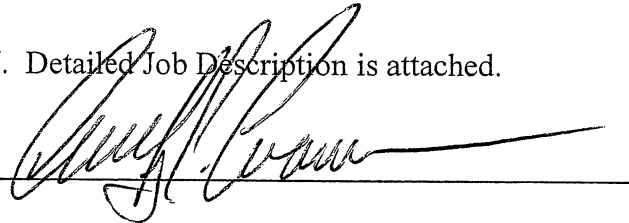
**Executive Director of Guidance Services**

\_\_\_\_\_  
**NAME OF UNRECOGNIZED TITLE**

  X   This is a **NEW** request. Detailed Job Description is attached.

       This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent



**\*\*\*\*\*DO NOT WRITE BELOW THIS LINE – COUNTY OFFICE USE ONLY\*\*\*\*\***

The school certification requirement(s) for this unrecognized position title are as follows:

2701 Student Personnel Services 0101 School Administrator 0106 Supervisor

                     Approval

                     Non-Approval

\_\_\_\_\_  
Essex County Superintendent

\_\_\_\_\_  
Date

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

**REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE**

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

Permission is requested to use the following unrecognized position title:

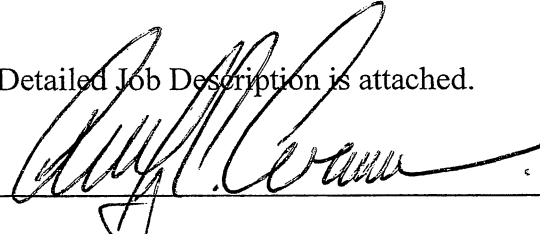
**Director of Student Support Services**

**NAME OF UNRECOGNIZED TITLE**

       This is a **NEW** request. Detailed Job Description is attached.

  **X**   This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent



**\*\*\*\*\*DO NOT WRITE BELOW THIS LINE – COUNTY OFFICE USE ONLY\*\*\*\*\***

The school certification requirement(s) for this unrecognized position title are as follows:

Principal/Principal CE/Teacher of the Handicapped or Teacher of Students with Disabilities

Approval

Non-Approval

\_\_\_\_\_  
Essex County Superintendent

\_\_\_\_\_  
Date

OFFICE OF THE ESSEX COUNTY SUPERINTENDENT OF SCHOOLS

REQUEST FOR PERMISSION TO USE AN UNRECOGNIZED POSITION TITLE

DISTRICT: West Orange SCHOOL YEAR: 2012-2013 DATE SUBMITTED: May 8, 2012

**N.J.A.C. 6A:9-5.5 Assignment of titles**

If a district board of education determines that the use of an unrecognized position title is desirable, or if a previously established unrecognized title exists, the district board of education shall submit to the county superintendent a written request for permission to use the proposed title, prior to appointing a candidate. Such request shall include a detailed job description. The county superintendent shall exercise his or her discretion regarding approval of the request and determine the appropriate certification and title for the position. The county superintendent shall review annually all previously approved unrecognized position titles and determine whether such titles shall be continued for the next school year. Decisions rendered by county superintendents regarding titles and certificates for unrecognized positions shall be binding upon future seniority determinations on a case-by-case basis.

Permission is requested to use the following unrecognized position title:

**Dean of Students and Teacher-in-Charge of Attendance, Discipline and In-School Suspension**

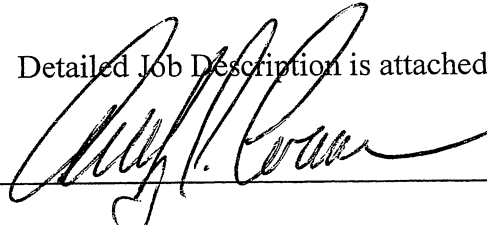
---

NAME OF UNRECOGNIZED TITLE

         This is a **NEW** request. Detailed Job Description is attached.

  **X**   This is a request to **RENEW**. Detailed Job Description is attached.

Signature of District Superintendent



\*\*\*\*\***DO NOT WRITE BELOW THIS LINE – COUNTY OFFICE USE ONLY**\*\*\*\*\*

The school certification requirement(s) for this unrecognized position title are as follows:

Standard Teaching Certificate

         Approval

         Non-Approval

          
Essex County Superintendent

          
Date

The Public Schools  
West Orange, New Jersey

179 Eagle Rock Avenue

**F** Arts Department

Memorandum

To: Dr. Anthony Cavanna, Superintendent of Schools  
From: Louis Quagliato, Supervisor of Fine Arts  
Re: Co-Curricular Stipends for 2012-2013 School Year  
Date: April 19, 2012-**Revised**

The Fine Arts Co-curricular stipends are listed below as per 2010/2011 contract. **To be adjusted as per negotiations.**

**West Orange High School  
Fine Arts Co-Curricular Stipends 2011/2012 School Year**

**Pay Date**

**Jubilee Show Choir**

Bill Farley \$1359.00 April 30, 2013

**Jazz Band Advisor**

Lisa Swanick \$2031.00 April 30, 2013

Lewis Kelly \$2031.00 April 30, 2013

**Royal Strings**

Elena Peres \$2031.00 April 30, 2013

**Dr Color Guard**

Erin McClure \$1359.00 April 30, 2013

**Marching Band Stipend**

**Pay Date**

**Pay Date**

**Marching Band Director**

Lewis Kelly \$12,659.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½

**Associate Marching Band Director**

Erin McClure \$6047.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½

**Assistant Marching Band Directors**

Andrea Rommel \$4688.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½

Mike Denburg \$4688.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½

Chris Tarantino \$4688.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½

**Color Guard Instructor**

TBD \$3055.00 August 31, 2012 1<sup>st</sup> ½ November 15, 2012 2<sup>nd</sup> ½



**Fall Play Dramatics Productions Stipends**

<b><u>Director</u></b> Sandra Van Dyke	\$4867.00	November 30, 2012
<b><u>Asst. Director</u></b> Shabazz Green	\$649.00	November 30, 2012
<b><u>Set Construction</u></b> Jon Zaccone	\$1125.00	November 30, 2012
<b><u>Set Design</u></b> Tony Minni	\$562.00	November 30, 2012
<b><u>Lights</u></b> Julian Rayne Denison	\$675.00	November 30, 2012
<b><u>Sound</u></b> Tom Jeron	<b>No Stipend in Contract</b>	
<b><u>Tickets/House</u></b> Julie Brady	<b>No Stipend in Contract</b>	
<b><u>Publicity</u></b> Patricia Aldworth	\$337.00	November 30, 2012

**Spring Musical Stipends**

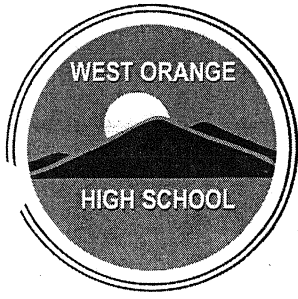
<b><u>Musical Directors</u></b> Andrea Rommel (Pit Orchestra Director)	\$1359.00	March 30, 2013
<b><u>TBD</u></b> (Vocal Director Musical)	\$1359.00	March 30, 2013
<b><u>Director-Spring Musical</u></b> Sandra Van Dyke	\$5949.00	March 30, 2013
<b><u>Asst. Director-Spring Musical</u></b> Shabazz Green	\$1125.00	March 30, 2013
<b><u>Producer/Musical</u></b> Sandra Van Dyke	\$2031.00	March 30, 2013
<b><u>Media Coordinator</u></b> Patricia Adlworth	\$1350.00	March 30, 2013
<b><u>Costumer/Costumes</u></b> Judith Flower	\$2250.00	March 30, 2013
<b><u>Choreographer</u></b> Carrie Nagy	\$2250.00	March 30, 2013

4/19/2012 Revised

<b><u>Set Design</u></b> Tony Minni	\$1687.00	March 30, 2013
<b><u>Set Construction</u></b> Jon Zaccone	\$1125.00	March 30, 2013
<b><u>Lobby Display</u></b> Heather Young	\$337.00	March 30, 2013
<b><u>Lights</u></b> Julian Rayne Denison	\$1350.00	March 30, 2013
<b><u>Sound</u></b> -(To be paid by PO unless negotiated into new contract) Tom Jeron-	\$1350.00	March 30, 2013

cc. Fran Necessas, Human Resources  
Peggy Simmons, Payroll  
K. Mancarella  
D. Rando  
A. Alloggiamento  
I. Zaback  
P. Bravoco (Please do not duplicate on the HS co-curricular roster)

Substitutes for 2011-2012 May 7, 2012	
Name	Subject Area
Asarnon, Rachel	K-12, Art/Music/Library Media
Cupo, Ann	Prek-5
Davis, Hayley	K-5
Fastiggi, Carol	Admin Asst
McCullough, William	K-12
Meola, Courtney	K-8
O'Connell, Joanne	K-5 & Admin Asst
Pavone, Lexi	K-12
Pienciak, Antonia	PreK-5
Pollak, Marian	Admin Asst
Samra, Arielle	K-12, Math & Spec Ed
Serino, Michael	K-12



# West Orange Public Schools

179 Eagle Rock Avenue  
West Orange, NJ 07052

Public Agenda

Date: 5/7/12  
Attachment # 3

*Fine Arts Department*  
*Louis Quagliato, Supervisor*  
973-669-5400 ext. 20570  
Fax: 973-325-7483  
[lquagliato@woboe.org](mailto:lquagliato@woboe.org)

**TO:** Dr. Anthony Cavanna, Superintendent of Schools  
**FROM:** Louis Quagliato, Fine Arts Supervisor  
**DATE:** May 3, 2012  
**SUBJECT:** Summer Enrichment Staff Assignments

## SUMMER ENRICHMENT-STAFF ASSIGNMENTS-2012

Nurse	Denise Werzen
Prep Art	Nicole Siebert
Prep Music	Beth Hochheiser
Prep Dance	Kristen Spagnuolo
Prep-Story Time/Creative Writing	Amanda Hegedus
Prep-Math	Debbie Vanderstreet
Instr. Music	Erin McClure
Instr. Music	Scott Tomlin
Instr. Music	Cathy Solino
Instr. Music	Ryan Krewer
Instr. Music	Joe Romano
uitar	Joel Perry
amics	Nicole Krulik
Calligraphy/Art Design	Jennifer Kitchen
Fun w/ Crafts	Diane LaPenta
Painting	Heather Young
Theater/ Instr. Music	Bonnie Pomeroy
Gym Jamboree	Mike Fess
Physical Fitness	Greg Marchesi
Baseball Fundamentals	William Urbanski
Dance	Kim Carissimo
Dance	Kristin Spagnuolo
ESL-(K)	Maria Passerini
ESL-(K) aid	Amalia. Morales
ESL	Max Jean-Batiste
ESL	Shaan Shah
ESL	Sharon Fumia
ESL	Andrea Klein
ESL	Diana Bolivar
Math Quest	Sandra Mermelstein
Science and Tech	Paul Stefanelli
Computer I	Kelly Rox
Computer II-III	Stephan Zichella
After Care	Lisa Bellot
After Care	Lisette Villalobos
er Care	Paul Stefanelli

CC: Dr. Donna Rando, Iris Zaback, Kathy Papa

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

Public Agenda  
Date: 5/7/12  
Attachment # 9

**To:** Dr. Anthony Cavanna, Superintendent  
**From:** Donna Rando Ed.D., Assistant Superintendent *DR*  
**Date:** April 30, 2012  
**Re:** Field Trips

Please place the following on the West Orange Board of Education Meeting Agenda of Monday, May 7, 2012 under *Curriculum and Instruction*.

“Recommend acceptance of field trip requests submitted for Board of Education approval.”

See attached.

Thank you.

C: M. Kenney  
P. Nicholais  
D. Daniel

**Field Requests  
March, 2012**

School	Destination	Course/Grade	Teacher	Describe How Activity Relates to Curriculum	Transportation Cost	Source of Funds (i.e., District, School, PTA, Student Activity Account, Student)
Hazel	Powerhouse Studios	Grade 5	Portuese, Lombardi, Ioshpa	End of Year Activity	\$414	District
Hazel	Turtle Back Zoo	Kindergarten	Greenwald, Roberts	Animal habitats and adaptations	\$552	District
Mt. Pleasant	Lincoln Harbor	Grade 5	Kinnealy	End of Year Activity	\$264	PTA/Students
Mt. Pleasant	Foster Fields Historical Farm	Grade 4	Celebre	Science and Social Studies	\$462	PTA/Students
Mt. Pleasant	Turtle Back Zoo	Grade 4	Walk	Animals in their Habitats	\$330	District
Mt. Pleasant	Edison Middle School	Grade 5, Resource Room	La Vecchia	Orientation	\$132	District
Mt. Pleasant	WOHS	Grade 3	Gilbert	Grandparents Reports Video	\$182	District
Mt. Pleasant	Roosevelt Middle School	Primary Autistic	Postiglione	Orientation	\$66	District
Mt. Pleasant	WOHS	Grade 3	Balzano	Grandparents Reports Video	\$132	District
Pleasantdale	Mt. Pleasant	PreK-Autistic	Rubin, Sardinsky	Autistic Awareness Month	\$138	District
Pleasantdale	WOHS	Grade 3	Carsillo, Gabriele, Imperial	Instruments Demonstration	\$0	NA
Pleasantdale	Camp Johnsonburg	Grade 5	Pacifico, LaRezza, Norrie	End of Year Activity	\$750	Students
Redwood	Roosevelt Middle School	MC/LLD Class	Levenberg	Orientation	\$69	District
Redwood	WOHS	Grade 3	Vanderstreet	Instruments Demonstration	\$207	District
Redwood	Tour of West Orange	Grade 3	Vanderstreet	Social Studies	\$276	District
Redwood	Tour of West Orange	Grade 3	Paull	Social Studies	\$138	District
St. Cloud	Essex County Environmental Ctr.	Grade 2	DeRosa	Science and Social Studies	\$140	Students
St. Cloud	Essex County Environmental Ctr.	Grade 2	Kantor	Science and Social Studies	\$140	Students
St. Cloud	Great Swamp	Grade 4	Auletta	Social Studies	\$690	Students
St. Cloud	West Orange High School	Grade 3	Berkowitz	Instruments Demonstration	\$138	District
St. Cloud	Turtle Back Zoo	Grade 4	Auletta	Science: New Jersey Habitats	Walking Trip	Student
St. Cloud	Frelinghuysen Arboretum	Grade 1	Landara	Plant unit	\$208	Students
Washington	Spirit of NJ Cruise	Grade 5	Turner	End of Year Activity	\$690	District
Liberty	Degnan/Renna Housing	Student Council	Zaccaro	Community Service	\$173	District
Liberty	United Nations, NYC	Unity Club/Student Council	Todd, Zaccaro	United Nations operations	\$413	Students
Liberty	Bloomfield Cemetery	HAP Students	Hyde	Historical research	\$173	District

**Field 7 Requests  
Ma., 2012**

School	Destination	Course/Grade	Teacher	Describe How Activity Relates to Curriculum	Transportation Cost	Source of Funds (i.e., District, School, PTA, Student Activity Account, Student)
WOHS	Kean University	Wind Ensemble	Kelly	State Concert Band Gala Concert	\$1,035	District
WOHS	Liberty Middle School	Band	McClure	Recruitment	\$173	District
WOHS, RMS	Royal Buffet & Kam Man Chinese Supermarket	Chinese 1 & 2 Classes	Milano	Practice Chinese speaking, listening & reading skills in authentic environment	\$207	Students
WOHS	New Community Corporation	Transitional Students	Goldstein, Chung	Post secondary options for students in trade schools	\$242	District
WOHS	Liberty Middle School	Band	McClure	Recruitment	\$173	District
WOHS	Museum of Natural History	AP Environmental Science Classes	Ficuciello	Natural resources, urban free spaces, and energy conservation	\$600	Students
WOHS	Roosevelt Middle School	Band	McClure	Recruitment	\$173	District
WOHS	Roosevelt Middle School	Band	McClure	Recruitment	\$173	District
WOHS	Drew University & Fairleigh Dickinson Univ.	AVID, Grades 9-11	Iannucci, Hanson, Ostanski, Aldworth	College Visit	\$380	SLC Grant
WOHS	New York University	IMS 9	Jacobus, Costanza, Casale, Pallante	College Visit	\$625	Students
WOHS	New York University	IMS 9	Jacobus, Costanza, Casale, Pallante	College Visit	\$625	Students
WOHS	Museo del Barrio, NYC	Spanish classes	Perez, Blanco, Carrera	Immigration	\$525	Students
WOHS	Epernay Restaurant, Montclair	Honors French 2	Cenatus	Compare and contrast French and American Cuisine	\$138	Students
WOHS	Caldwell College	Math students	Coyne, Steinberg	Participate in Math Contest, Essex Co Math League	\$310	District
WOHS	Regional Orchestra Festival, Millburn HS	All Orchestra Groups	Peres	Orchestra Festival	\$1,656	District
WOHS	Epernay Restaurant, Montclair	French 4	Cenatus	Compare and contrast French and American Cuisine	\$138	Students
WOHS	UMDNJ, Scotch Plains	Anatomy & Dynamics in Health Care Class	Schultz & Franek	Final exam	\$345	District

**Field Requests  
May, 2012**

School	Destination	Course/Grade	Teacher	Describe How Activity Relates to Curriculum	Transportation Cost	Source of Funds (i.e., District, School, PTA, Student Activity Account, Student)
WOHS	Turtle Back Zoo, West Orange	ESL Students	Marti, Feliciano, Zaaajer, Avila Ozarow	Culminating Activity of ESL Units	\$138	District
WOHS	Fun Plex, East Hanover	Career Exploration Class	Clancy	End of Year Activity	\$276	Student Fundraising
WOHS	Harrisburg, PA	Step Teams	Farley	National Step Competition	\$3,500	Student Activity Account
WOHS	Fairview Lakes YMCA	Juniors in Teen Pep for 12-13 SY	Diaz, Moss	Teen Pep Retreat	\$414	Athletics
WOHS	University of Nebraska	Drama Club	Van Dyke	International Thespian Festival	\$3,150	Students
WOHS	China	Chinese Classes	Li	Cultural and authentic experience	\$2,148/student	Students



Public Ag. 5/7/12  
 Date: 5/7/12  
 Attachment # 10

**CENTRAL OFFICE CALENDAR (ADMINISTRATIVE OFFICE)**

**2011-2012**

Event/Holiday	Day(s) Off	Days
Independence Day	Monday, July 4	1
Labor Day	Monday, September 5	1
Rosh Hashanah	Friday, September 30	1
Columbus Day	Monday, October 10	1
NJEA Convention	Thursday, Friday   November 10, 11	2
Thanksgiving	Thursday, Friday   November 24, 25	2
Holiday Recess	Monday, Tuesday, Wednesday   December 26, 27, 28	3
New Year's Day	Monday, January 2	1
Martin Luther King	Monday, January 16	1
Mid-Winter Recess	Friday, Monday   February 17, 20	2
Good Friday	Friday, April 6	1
Spring Recess	Thursday, Friday   April 12, 13	2
Memorial Day	Monday, May 28	1
<b>Total Days</b>		<b>19</b>

**2012-2013**

Event/Holiday	Day(s) Off	Days
Independence Day	Wednesday, July 4	1
Labor Day	Monday, September 3	1
Rosh Hashanah	Monday, September 17	1
NJEA Convention	Thursday, Friday   November 8, 9	2
Thanksgiving	Thursday, Friday   November 22, 23	2
Holiday Recess	Monday, Tuesday, Wednesday, Monday   December 24, 25, 26, 31	4
New Year's Day	Tuesday, January 1	1
Martin Luther King	Monday, January 21	1
Mid-Winter Recess	Friday, Monday   February 15, 18	2
Good Friday	Friday, March 29	1
Spring Recess	Monday, Tuesday   April 1, 2	2
Memorial Day	Monday, May 27	1
<b>Total Days</b>		<b>19</b>

**CENTRAL OFFICE CALENDAR (Buildings & Grounds, Transportation)**

**2011-2012**

Event/Holiday	Day(s) Off	Days
Independence Day	Monday, July 4	1
Labor Day	Monday, September 5	1
NJEA Convention	Friday   November 11	1
Thanksgiving	Thursday, Friday   November 24, 25	2
Holiday Recess	Monday, Tuesday, Wednesday   December 26, 27, 28	3
New Year's Day	Monday, January 2	1
Martin Luther King	Monday, January 16	1
Mid-Winter Recess	Monday, February 20	1
Good Friday	Friday, April 6	1
Spring Recess	Thursday, Friday   April 12, 13	2
Memorial Day	Monday, May 28	1
<b>Total Days</b>		<b>15</b>

**2012-2013**

Event/Holiday	Day(s) Off	Days
Independence Day	Wednesday, July 4	1
Labor Day	Monday, September 3	1
NJEA Convention	Friday   November 9	1
Thanksgiving	Thursday, Friday   November 22, 23	2
Holiday Recess	Monday, Tuesday, Monday   December 24, 25, 31	3
New Year's Day	Tuesday, January 1	1
Martin Luther King	Monday, January 21	1
Mid-Winter Recess	Monday, February 18	1
Good Friday	Friday   March 29	1
Spring Recess	Monday, Tuesday   April 1, 2	2
Memorial Day	Monday, May 27	1
<b>Total Days</b>		<b>15</b>



Public Agenda  
Date: 5/7/12  
Attachment # 11

State of New Jersey  
DEPARTMENT OF EDUCATION  
PO Box 500  
TRENTON, NJ 08625-0500

CHRIS CHRISTIE  
Governor  
  
KIM GUADAGNO  
Lt. Governor

CHRISTOPHER D. CERF  
Acting Commissioner

April 26, 2012

Dr. Anthony P. Cavanna  
Superintendent  
West Orange School District  
179 Eagle Rock Avenue  
West Orange, NJ 07052

Dear Dr. Cavanna:

Pursuant to the requirements of N.J.A.C. 6A:30, the West Orange School District has undergone the Quality Single Accountability Continuum (QSAC) district performance review (DPR). Based on that performance review, Acting Commissioner Cerf has placed the district on a continuum in five areas: instruction and program, fiscal management, operations, personnel and governance. The complete DPR results, including county office verification of the district's self assessment, are enclosed. The placement scores are listed below:

DPR Areas	Initial Placement
Instruction and Program	78%
Fiscal Management	96%
Governance	98%
Operations	95%
Personnel	100%


As noted above, your district did not satisfy at least 80% of the weighted indicators in the area of instruction and program. These placement results will be provided to the State Board of Education at an upcoming meeting. Please be advised that the QSAC regulations require your district board of education to report these results at the next regularly scheduled board meeting.

As required by QSAC, your district will need to complete a District Improvement Plan detailing the district's strategies for improvement in those areas in which 80% of the indicators were not satisfied. You will receive instructions for developing your improvement plan in a separate letter.

Pursuant to N.J.A.C. 6A:30-4.1(f), if your district believes that an indicator(s) was scored incorrectly, you have seven days from the receipt of this letter to submit a written reconsideration request to me. E-mail your reconsideration request to [qsac@doe.state.nj.us](mailto:qsac@doe.state.nj.us) or mail it to the address on this letterhead (Attn: QSAC Reconsideration).

We look forward to working with you in your improvement efforts.

Sincerely,

  
Bari A. Erlichson  
Chief Performance Officer

BAE:PJC: west orange/initial review  
Enclosure  
c: Lawrence Feinsod

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda  
Date: 5/7/12  
Attachment # 13

---

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

MS. CONSTANCE SALIMBENO, SUPERVISOR, PRESCHOOL, K-8

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** April 23, 2012  
**TO:** Dr. Anthony P. Cavanna  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval of renewal of the following service contract agreement for the 2012-2013 School Year for Services to Nonpublic Students provided thru IDEA funds, not to exceed \$10,000:

Trinitas Children's Therapy Services, Springfield, N.J.

- Occupational therapy services at the rate of \$82 per hour

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda

Date: 5/7/12  
Attachment # 17

---

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

MS. CONSTANCE SALIMBENO, DIRECTOR

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

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** April 24, 2012  
**TO:** Dr. Anthony P. Cavanna  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval for renewal of the following service contract agreement for the 2012 - 2013 School Year:

- Occupational Therapy Consultants, Inc., Bound Brook, NJ for Related Services for Out of District Students as per IEPs.

\$84 per 30 minute session

\$99.50 per session 45 minutes to 1 hour

Total expenditure not to exceed \$15,000.

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda

Date: 5/7/12  
Attachment # 15

---

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

Ms. CONSTANCE SALIMBENO, DIRECTOR

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

Mrs. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** April 26, 2012  
**TO:** Dr. Anthony P. Cavanna  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval for an agreement with AJL Physical & Occupational Therapy, West Caldwell, NJ, for the 2012-2013 School Year for the following:

Occupational Therapy and/or Physical Therapy for out of district students at Washington Academy and at The Children's Institute as per IEPs, at the rate of \$65 per 30 minute session, not to exceed \$5,000.

Occupational Therapy and/or Physical Therapy for approved nonpublic students as per ISPs, at the rate of \$85 per 30 minute session, not to exceed \$7,500, funded thru IDEA.

c: Mark Kenney

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

---

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:** April 26, 2012  
**TO:** Dr. Anthony P. Cavanna  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval of the following service agreement with the Morris Union Jointure Commission for the 2012-2013 school year:

Physical Therapy Services as per IEP for students attending the Developmental Learning Center in Warren, New Jersey and in New Providence, New Jersey at the rate of \$215 per hour, not to exceed \$16,000.

Occupational Therapy Services as per IEP for students attending the Developmental Learning Center in Warren, New Jersey and in New Providence, New Jersey at the rate of \$195 per hour, not to exceed \$30,000.

c: Mark Kenney

WEST ORANGE PUBLIC SCHOOLS  
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda  
Date: 5/7/12  
Attachment # 30

---

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

MS. CONSTANCE SALIMBENO, DIRECTOR

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

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

**DATE:** April 30, 2012  
**TO:** Dr. Anthony P. Cavanna  
**FROM:** Constance Salimbeno  
**RE:** Agenda Item

Recommend approval of the following service contract agreement for the 2012-2013 School Year, not to exceed \$125,000:

Cerebral Palsy of North Jersey, Livingston, NJ

- In District Physical therapy services at the rate of \$98 per hour (includes travel)
- Initial Evaluation - \$375
- Augmentative & Alternative Communication Evaluation - \$750
- Augmentative & Alternative Communication Training - \$150 per hour

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

***MEMORANDUM***

**Date** : April 27, 2012  
**To** : Dr. A. Cavanna  
**From** : Terry Granato  
**Subject** : *After-School Fine Arts Immersion Program for  
Safe Journey Students*

Upon meeting with the case manager for our neglected students from the Safe Journey Group home in West Orange, a plan was created to provide our students with opportunities to expand their creative and musical talents by exposing them to the world of musical instruments and the talented composers who create the genre of music enjoyed by these students.

Attached is a proposed plan for your review. I would like to work with the case manager and begin the program on May 8, 2012. The program will run until the end of July to complete the requirements for Title I/Neglected. Cost for wages and FICA will be covered through NCLB Title I/Neglected Funds.

Please place the attached plan as an item agenda for the next Board of Education meeting. Thank you for your cooperation and assistance.

C: M. Kenney  
K. Papa



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

**NCLB Title I/Neglected Program  
After-School Fine Arts Immersion Program**

**Program Location:** Safe Journey Group Home

**Objective:** To provide additional opportunities for our students to expand their creative and musical talents through exposure to the world of musical instruments and the talented composers who create the genre of music enjoyed by these students.

**Program Description:** The After-School Fine Arts Immersion Program will provide the following opportunities:

- Learning about the history of the guitar as a musical instrument
- Learning the musical notes and how to read sheet music
- Learning to play the guitar as a musical instrument
- Historical overviews of composers and their music

Students will have opportunities to receive guitar lessons from a music teacher in a small group setting. They will learn the appreciation for music in the various genres as they gain knowledge of learning to play a musical instrument.

This time will be used to effectively teach and mentor students in strategies that will assist them in mastering the skills that will prepare them for successfully achieving productivity in their personal lives.

**Students:** Safe Journey Residents – 7 students

**Length of Program:** May 2012 – July 2012

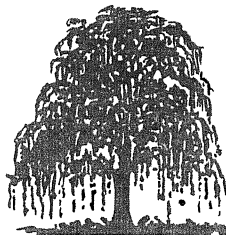
**Time:** One day per week - Tuesday  
2 hours per day

**Teachers:** Provided by West Orange Board of Education – Fine Arts Department

**Mentor:** Music teacher – Joel Perry

**Funding Source:** NCLB/Title I Neglected Funds

**Rate:** \$73.00 per hour



# Willowglen Academy

New Jersey, Inc.

A Wholly Owned Subsidiary of Phoenix Care Systems, Inc.

8 Wilson Drive, Sparta, NJ 07871 • Phone: (973) 579-3700 • Fax: (973) 579-1786

Public Agenda  
Date: 5/7/12  
Attachment # 22

In accordance with N.J.A.C. 6A:23A-18.5 effective 7/1/07: to continue providing your student(s) lunch at no charge, we are required to obtain from you a resolution from your Board which resolves the district Board of Education does not require Willowglen Academy to charge students for lunch.

Please send the signed resolution in the enclosed self addressed envelope to Willowglen Academy, 8 Wilson Drive, Sparta, New Jersey 07871.

Sincerely,

Susan Hackett  
Director of Educational Services

SH:ld

The WEST ORANGE School District

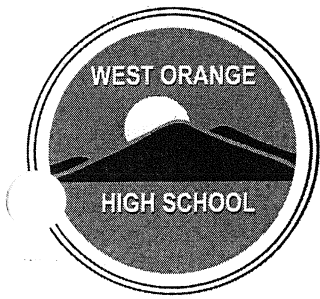
does not require Willowglen Academy – New Jersey to charge for meals during the 2012 – 2013 school year.

Signed:

Board President: \_\_\_\_\_

Board Secretary: \_\_\_\_\_

Date: \_\_\_\_\_



# West Orange Public Schools

179 Eagle Rock Avenue  
West Orange, NJ 07052

Public Agenda  
Date: 5/7/12  
Attachment # 23

*Fine Arts Department*  
*Louis Quagliato, Supervisor*  
973-669-5400 ext. 20570  
Fax: 973-325-7483  
[lquagliato@woboe.org](mailto:lquagliato@woboe.org)

## Memorandum

**To:** Mr. Mark Kenney, Business Administrator  
**From:** Mr. Louis Quagliato, Fine Arts Supervisor  
**Date:** April 27, 2012  
**Re:** Kiln Disposal

I am requesting that the kiln at Hazel Elementary School be discarded. This kiln is very old and does not function in a capacity which provides for a safe environment. We have been replacing our old kilns over the years with newer and much more efficient models. Once you approve this request, I will ask Bob Csigi make arrangements to have it removed.

Thank you

CC: Bob Csigi  
Ed Acevedo

**APPLICATION FOR FUNDS TO SUPPORT IMPLEMENTATION OF THE  
ANTI-BULLYING BILL OF RIGHTS ACT**

Public Agenda  
Date: 5/7/12  
Attachment # 25

**BOARD RESOLUTION TO APPLY FOR FUNDS**

The West Orange Board of Education\* certifies that permission has been granted to apply for funds to support implementation of the *Anti-Bullying Bill of Rights Act* for the purposes described in the application, in the amount of,

\$274,956.00

starting on July 1, 2011, and ending on June 30, 2012.

The filing of this application was authorized at the Board of Education meeting held on  
May 7, 2012.

Mark C. Kenny  
Secretary of the Board of Education (signature)

5/7/12  
Date

*\*For applications that do not have a board of education, board of directors, or other similar governing body, the applicant should identify the body or individual who is legally authorized to approve the agency's application for funds.*

APPLICATION FOR FUNDS TO SUPPORT THE ANTI-BULLYING BILL OF RIGHTS ACT

FUNDING REQUEST

July 1, 2011-June 30, 2012

County Code:	13
School District Name:	West Orange Public School District
School District Code:	5680

I. District and School Staff HIB Costs

Staff Title	Salary Type	Total Number of People	Total Cost
District Anti-Bullying Coordinator (ABC)	<input checked="" type="checkbox"/> Salary <input type="checkbox"/> Stipend	1	\$14,789
School Anti-Bullying Specialist (ABS)	<input checked="" type="checkbox"/> Salary <input type="checkbox"/> Stipend	10	\$86,530
School Safety Team (SST) Member	<input checked="" type="checkbox"/> Salary <input type="checkbox"/> Stipend	11	\$161,032
<b>Subtotal A:</b>			<b>\$262,351</b>

II. Harassment, Intimidation or Bullying (HIB) Training Costs

Type of Training	Training Dates	Total Cost
HIB Policy Training	30-Jun-12	\$1,555
Other HIB Training	September 23-24, 2012	\$2,500
<b>Subtotal B:</b>		<b>\$4,055</b>

III. HIB Prevention Costs - Programs, Approaches or Other Initiatives (Completion of page 2 of 5 is required.)

Title of Programs, Approaches or Other Initiatives	Total Cost	
Sensitivity Training for Coaches	\$8,550	
<b>Subtotal C:</b>		<b>\$8,550</b>

IV. HIB Intervention Costs - Programs or Services

Title of Programs or Services	Total Cost	
<b>Subtotal D:</b>		<b>\$0</b>

GRANT TOTAL (Sum of Subtotals A-D): \$274,956

The Public Schools  
West Orange, New Jersey

Public Agenda

Date: 5/7/12

Attachment # 26

**To:** Dr. Anthony P. Cavanna, Superintendent  
**From:** Donna Rando, Ed.D., Assistant Superintendent *DR*  
**Date:** May 2, 2012  
**Re:** Agenda Item

Please place the following on the West Orange Board of Education Meeting agenda of May 7, 2012 under "Finance."

"Recommend acceptance of *Application for Absence for School Business* request submitted for Board of Education approval."

Date(s)	Conference	Location	Teacher/ Administrator	Total Travel Amount
5/18/12-6/21/12	Getting to Know Connected Math Program	East Lansing, Michigan	Kristin Gogerty	\$2159.00*

\* IDEA Funds

C: Mr. M. Kenney

Board Proposal: Submitted May 2, 2012  
Submitted by: West Orange High School

**Proposal:** Motivational Media Assembly

**Program Title:** "Our Time"

**Target Audience:** All 9<sup>th</sup> Graders

**Date:** May 30<sup>th</sup>, 2012

**Time:** 40-45 minutes long; Period 5/6 (approximately 10:25am)

**Cost:** \$ 658.75

*See Attached Contract & Invoice*

**Company:** Motivational Media Assemblies (MMA) –

<http://www.motivationalmedia.org>

About MMA:

Motivational Media Assemblies (MMA) is the international leader in all-school "assembly" events. Started in 1985, MMA productions have been viewed by over 51 million students in the U.S., Canada, Australia and Taiwan. Featuring clips from today's most popular movies, music videos, and incredible sports footage, MMA shows are generating the highest student responses to character-education and responsibility-improvement messages. We are succeeding because of our unsurpassed media content, our messages and our follow-up resources.

Our themes:

- decision-making
- conflict resolution
- drug prevention/traffic safety
- personal excellence

Our technology:

3-screen DVD video-wall productions

Mission Statement: MMA is the school event division of the National Alliance of Youth Development (NAYD), the international think-tank and youth leadership organization. The NAYD is a non-profit educational company founded by the principles of integrity, faith, creativity, respect and love. Our mission is to encourage, inspire, challenge and motivate your people and educators, regardless of race, creed, age or gender, to rise up and strive for personal excellence, responsibility and leadership in every day life.

Being the leader in assembly events and leadership training tools, MMA is deeply committed to character education and drug-prevention, engaging students through contemporary media programs and offering 3-month to 3-year curriculum and behavior-changing resources. We are committed to assisting schools and families in strengthening good character, guidance and personal values. Our mission at MMA is to serve you and increase your success in building every young person in your care.

## ***Our Time: Program Description***

“So many people these days seem to be unmotivated, immature, confused or following poor examples. The chance to be passionate, directed and excellent in every positive way is available to each of us every day. The trouble is that we may not CARE and may not LEAD enough to make good things happen. Maturity is not a given, it just doesn't happen automatically as we age. It is something we decide to embrace, being willing to learn and grow. It means overcoming the obstacles we face every day, not making excuses, and developing wisdom. But most of all, it means leading the way, setting a better example for others, and influencing the social norms in our world. For too long now, we have had poor leaders, in business, government and education. The result has been social and economic chaos. For young people, the time to act is NOW. It's OUR TIME!

- Passion for learning is a key to excellence The inner game is often what produces a champion, who has the desire, who is willing to learn. Success is often more heart than skill. We can push through the hard times and tough situations knowing that adversity makes us stronger. Struggles are necessary for growth. You are what you overcome!
- You can't achieve greatness by following poor examples. Many of us learn the wrong way by following bad examples. We don't grow wiser, leaving us immature. We make excuses, we blame others for our rough times. We often demand that somebody else make things change for the good and make our lives better. Don't wait for them. Get involved and LEAD the charge! That means being kinder, smarter and safer. Practice respect, healthier eating and safer driving. Take charge of your life and LEAD the way!
- Pain has a way of teaching us a better way. We are creatures of pleasure, not creatures of pain. If things become painful, we turn away from them. That can help us improve our choices, but pain will not be enough. We will have to find the attraction in better ways or directions for our lives. We will have to see the benefits, not just the pleasure to be gained in changing direction, and embrace them.
- Our passion must be joined with others to create change. One person can make a difference. But many problems will take many people to band together for lasting change. We must find common ground, rebuild community, and push through changes in social norms. Good friends push each other toward greatness! Avoiding drug use, overeating, dropping out of school, and unsafe driving will save lives. Choose the best!

Too often, we keep waiting for somebody else to lead or make changes. We sit back and complain. Now is the time for empowerment, where each of us rises up to high capacity for action. We need to give all young people the permission and paths to be great. A full development of people is the missing piece. There are too many weaknesses or poor character traits leading to failure. And we need more leaders! The time for taking action is now. The need is now. It is OUR TIME!



Motivational Media Assemblies  
2000 W. Magnolia Blvd. #207 Burbank, CA 91506  
(800) 248-6040 or (818) 848-1980

Account No.

### ASSEMBLY PROGRAM CONTRACT

This written contract is for the purpose of officially confirming and documenting the agreement entered into between MOTIVATIONAL MEDIA ASSEMBLIES and West Orange High School  
(Sponsoring Group)

#### **SPECIFICATIONS OF THE AGREEMENT**

MOTIVATIONAL MEDIA ASSEMBLIES' obligations to the sponsoring group:

To present the production "Our Time" the scheduled date/s and time/s :

May 30, 2012 10:15a.m.

The Sponsoring Group's obligations to MOTIVATIONAL MEDIA ASSEMBLIES:

#### **1. Preparation and set-up:**

- A. Provide access to the showing location 90 minutes prior to production starting time;
- B. Provide a set-up crew of 4-6 persons/students to assist in unloading equipment, assembly and disassembly, 90 minutes prior to start and 30 minutes at conclusion
- C. Know in advance that there is adequate space for equipment set-up;
- D. Provide access to 2 separate 20 amp electrical circuits;
- E. Cover any windows that need to be covered prior to production starting time;
- F. Schedule 30 minutes of unhindered disassembly of the presentation equipment

#### **2. Payment:**

**TOTAL: \$658.75 50% DEPOSIT: \$329.38**

Payment is preferred in advance, and no later than the time of showing, with the check payable to "Motivational Media Assemblies". Sponsoring groups with multiple week bookings will provide payment at the end of each week.

**If a Purchase Order is required to authorize payments to "MOTIVATIONAL MEDIA ASSEMBLIES", the applicable PO number should be inserted here: \_\_\_\_\_.**

#### **3. Provisions:**

- A. Advertising Rights - MOTIVATIONAL MEDIA ASSEMBLIES reserves the right to name and credit Corporate and foundation Co-Sponsors in the production in order to defray production and distribution costs. Credit may include, but is not limited to, logo projections, verbal announcements, and/or literature.
- B. Modifications: This agreement may not be modified except by a separate agreement documented in writing and signed by both parties.
- C. **FORCE MAJERUE:** Both parties agree that MOTIVATIONAL MEDIA ASSEMBLIES will not be liable for delays or failures due to the elements, acts of God, acts of civil or military authorities, strikes, fires, floods, epidemics or any other causes beyond its reasonable control, and that reasonable effort will be made to reschedule the event. *In the event that weather prohibits the presentation to take place, the school is still responsible for full payment and the date will be rescheduled. An additional \$100.00 will be applied to the contract for additional travel costs.*
- D. This contract is further subject to the State's General Terms and Conditions attached hereto as Exhibit A which shall control.

This CONTRACT is based on the verbal agreement made on \_\_\_\_\_ and is simply a written confirmation of that agreement. If MOTIVATIONAL MEDIA ASSEMBLIES does not hear, in writing, from a representative of the sponsoring group within ten (10) days of the receipt of this contract, MOTIVATIONAL MEDIA ASSEMBLIES will assume all terms are acceptable in their totality. However, if a signed contract is not returned within ten (10) days of the agreement date, then MOTIVATIONAL MEDIA ASSEMBLIES reserves the right to cancel without notice.

**The Sponsoring Group is responsible for full payment if the presentation date is cancelled.**

Signed Piper Kroth Date 5-1-12

(MOTIVATIONAL MEDIA ASSEMBLIES REPRESENTATIVE)

Signed \_\_\_\_\_ Date \_\_\_\_\_

(SPONSORING GROUP REPRESENTATIVE)

Sponsors Direct Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Please sign and return this agreement within ten (10) days to: MMA 2000 W. Magnolia Blvd. #207 Burbank, CA 91506 Fax # (818) 567-4701

**ACES  
GUIDANCE DOCUMENT  
April 2012  
Natural Gas Supply Service Contract with  
Hess Corporation**

**Please sign all three of the attached contracts, and:**

Keep one signed contract for your records; and,

Mail two signed contracts to:

Mr. Kevin George  
Manager of Government Sales  
Hess Corporation  
One Hess Plaza  
Woodbridge, N.J. 07095

The Alliance for Competitive Energy Services (ACES) is pleased to provide you with the following information about the winning ACES natural gas supplier and your district's new natural gas supply contract.

ACES is the energy aggregation program of the New Jersey School Boards Association, New Jersey Association of School Business Officials, and the New Jersey Association of School Administrators.

ACES accepted bids from 5 suppliers including The Hess Corporation following a rigorous RFB process. This process permitted ACES to accept bids electronically to allow ACES to lock-in advantageous pricing quickly on your behalf.

ACES has awarded a contract to Hess Corporation to provide natural gas service to your school district. The Hess Corporation will begin to serve your district's natural gas account(s) in June 2012 for a 24-month term. The bid accepted will provide the districts with natural gas pricing based on the two components 1) the so-called "up-charge", which consists of all non-commodity costs such as the costs of interstate pipeline capacity to move the gas from the wellhead regions primarily in the Gulf of Mexico to the local utility distribution systems, as well as balancing and storage costs, supplier margins and applicable taxes; and 2)

A summary of the Contract's key provisions follows:

**Services:** Under the contract, Hess will supply commodity, interstate transportation and other related services for the natural gas supply for each account listed on Attachment I. The price you pay to Hess includes the cost of natural gas supply, interstate transportation, taxes and other costs Hess incurs to bring natural gas supply to your utility's in-state transportation system. Local Delivery Service - the delivery of natural gas from your utility to your facilities - has not been deregulated and will still be the responsibility of your local utility.

**Term:** The term of the contract is 24 months from June 2012 through May 2014.

**Delivery:** If Hess fails to provide service, then your local utility will automatically provide natural gas to your district with no action on your part. If this were to occur, Hess will be liable to pay you for the economic damage between the two rates.

**Billing:** Districts will receive a separate bill directly from Hess for natural gas supply; it will not appear as a line item on your utility bill.

**Payment:** Payment is due within forth-five (45) days of the date of the Hess invoice. Hess Corporation may charge a late fee for late payment of one percent per month for payment after forty-five (45) days.

**Pricing:** The rate your district will pay is set forth in the attached contract.

**Switch over to new Supplier:** The switch-over process is currently underway in order for your district to receive natural gas supply from Hess starting with your meter read date in June 2012.

**APPENDIX B**

**GAS SUPPLY SERVICE AGREEMENT  
BETWEEN**

**[PARTICIPATING MEMBER OF THE ALLIANCE FOR COMPETITIVE ENERGY  
SERVICES (ACES)],**

**West Orange Bd of Ed**  
\_\_\_\_\_

**AND**

**HESS CORPORATION**  
\_\_\_\_\_

**DATED**

**APRIL 30, 2012**

**GAS SUPPLY SERVICE AGREEMENT  
BETWEEN**

**ALLIANCE FOR COMPETITIVE ENERGY SERVICE (“ACES”) PARTICIPATING MEMBER**

West Orange Bd of Ed

**AND**

**RETAIL NATURAL GAS SUPPLIER Hess Corporation**

**DATED April 30, 2012**

This Gas Supply Service Agreement ("Contract" or "Agreement") is made effective **April 30, 2012**, by and between Hess Corporation ("Supplier") and West Orange Bd of Ed ("Customer") also referenced herein as "Party" or collectively as "Parties." This Contract incorporates all transaction-specific Confirmation Agreements, and the Request for Bids for Natural Gas Supply Service ("Request for Bid" or "RFB") issued by the Alliance for Competitive Energy Services ("ACES") on March 23, 2012.

**Definitions:**

“100% Volume Tolerance Pricing Product” means a pricing product wherein the Contract Price has no mechanism for volume-related adjustment; in other words the Contract Price is applicable regardless of how much the actual monthly therm usage varies from historical monthly usage .

“25% Volume Tolerance Pricing Product” means a pricing product wherein the Contract Price is firm and fully applicable for all aggregate monthly usage volumes under this Agreement within a bandwidth of 75% to 125% of historical usage volumes. For any usage outside of the bandwidth, Supplier may assess a market price for additional volumes purchased in a commercially reasonable manner, or to reflect losses, if any, resulting from re-sale of unused volumes in a commercially reasonable manner.

“Administrative Fee” shall mean the per therm fee as provided for in the RFB, which shall be included in the Contract Price, collected by Supplier and remitted by Supplier to the ACES Independent Financial Manager in accordance with the Master Performance Agreement executed between Supplier, the New Jersey School Boards Association and Gabel Associates.

“Award Letter” means the letter issued by the Executive Director of the New Jersey School Boards Association (“NJSBA”), acting as Lead Agency of ACES, notifying Supplier of the bid award resulting from the RFB and memorializing the Contract Price as provided for in Supplier’s Bid submitted to ACES.

“Commodity Price” for any given billing month means: a) if Customer has not exercised its opportunity to Hedge any gas commodity price in advance, the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas, grossed up for State sales and use tax; b) if Customer has Hedged in advance all of its monthly volumes, the weighted average Hedged commodity price (grossed up for State sales and use tax) for the month; or c) if Customer has Hedged in advance a portion of its monthly volumes, the weighted average of the Hedged commodity price and the un-Hedged commodity price (un-hedged price being equal to the final settlement price for the monthly NYMEX futures contract for Henry Hub natural gas), grossed up for State sales and use tax.

“Confirmation Agreement” means the Award Letter which memorializes the Contract Price as provided for in Supplier’s Bid submitted to ACES, and the list of Customer’s accounts to be served under this Agreement, attached hereto as Appendix A,.

“Delivery Point” means the point of the citygate connection between the interstate pipeline and the LDC distribution system.

“FERC” means the Federal Energy Regulatory Commission.

“Fixed Upcharge” means a fixed \$/therm charge, as bid by Supplier in response to the RFB, inclusive of all non-commodity gas supply costs associated with the provision of Gas Supply Service including cost of interstate transportation capacity, balancing, supplier margin, ACES Administrative Fee, and applicable taxes including 7% State Sales and Use Tax, and an adjustment for Line Losses if charges are assessed based upon metered usage.

“Gas Supply Service” means the provision to customers of retail commodity of natural gas to the citygate connection between the interstate pipeline and the LDC distribution system, including the physical natural gas, interstate transportation service and balancing, in quantities and to specifications set forth in the LDC’s third party supplier tariff.

“Hedge” means to lock-in a price for the natural gas commodity in advance for one or more contract months for some or all contract volumes, based upon then-prevailing NYMEX futures contract prices for Henry Hub natural gas.

“LDC” means the local distribution company, otherwise referred to as the gas utility, in whose service territory Customer’s accounts served under this Contract are located.

“Line Losses” means applicable distribution system line loss factor as defined in the LDC tariff.

“NJBPU” means the New Jersey Board of Public Utilities.

“Therm” means a unit of heat equal to 100,000 British thermal units. This represents the Customer’s natural gas usage over time as measured by the LDC meter (LDC meter reading converted from measurements of hundreds of cubic feet (ccf) volume to therms using a standard heating value).

1. **Nature of Transaction:** Customer and **Supplier** respectively agree to purchase and sell the full Gas Supply Service requirements for the accounts listed, together with such ancillary services that may be shown on the Confirmation Agreements. **Supplier** will serve as agent for Customer in accordance with the policies and procedures of Customer's LDC in order to provide supply coordination functions, including, but not limited to, nominating, scheduling and balancing. Customer will utilize **Supplier** as its sole natural gas Supplier for all requirements for the accounts included under this Agreement, as listed on the Confirmation Agreement.

2. **Contract Term and Sales Period(s):** The effective term of this Contract shall commence with the flow of gas in June 2012 for each account listed on the Confirmation Agreements, and shall continue through \_\_ May 2013 (12-month Contract term) or \_\_ May 2014 (24-month Contract term) meter reading date (check one for selected term, hereinafter referred to as the “Sales Period”). This Contract shall remain effective for the duration of any and all Sales Period(s) specified in the Confirmation Agreement(s). Moreover, if the initial term of this Contract is twelve (12) months, the term may be extended for a term of up to twenty-four (24) additional months or, if the initial term of this Contract is twenty-four (24) months, the term may be extended for a term of up to twelve (12) additional months, by the mutual, written consent of both parties, at a Contract Price to be agreed upon by the Parties, memorialized in a supplemental Confirmation Agreement and established in accordance with applicable law. Any such extension(s) shall be executed no less than thirty (30) days before the termination date. If no such extension is executed the Contract shall termination at the end of its initial term and Supplier shall initiate a drop of accounts to be effective at the end of the initial term.

3. **Quantity:** **Supplier** shall tender for delivery to Customer, and Customer must accept for receipt from **Supplier**, the Customer's full Gas Supply Service requirements, for the accounts listed on the Confirmation Agreement(s).

4. **Contract Price:** For each Therm of natural gas delivered to and measured at the Customer meter, Customer shall pay Supplier the Contract Price specified in Supplier's Bid submitted in response to the Request for Bids and memorialized in the Confirmation Agreement attached hereto. The Contract Price includes all charges, fees and taxes that are imposed on the natural gas prior to its delivery to Customer's LDC, and shall also include the Administrative Fee. The Contract Price shall be the sum of the Fixed Upcharge for the pricing product and contract term awarded as indicated in the Confirmation Agreement, plus the Commodity Price. Customer shall retain the right to Hedge commodity prices. Unless otherwise specified in the Confirmation Agreement, all taxes applicable to natural gas for which the taxable incident arises upon or after the Delivery Point, including but not limited to sales, use, transfer, gross receipts or energy taxes will also be included in the Contract Price.

5. **Adjustments to Contract Price:** An adjustment to the Contract Price shall be permitted under the following circumstances:

a) A legislated change in the current 7% State Sales and Use Tax ("SUT"), in which case the price adjustment shall reflect the difference between newly-enacted SUT rate and the 7% SUT rate in effect at the time Supplier submitted its Bid, or any new taxes that arise subsequent to the contract that are applicable to the customer transaction, at or after the delivery point.; or

b) Applicable to the 25% Volume Tolerance Pricing Product only, in the event of a change of greater than 25% in the aggregate monthly Therm usage of the Customer accounts receiving service under the Agreement, in which case Seller may adjust the price to reflect the incremental cost of purchasing gas supply in excess of the 125% bandwidth at market, or any incremental loss incurred by Supplier in re-selling unused gas supply below the 75% bandwidth at market; or

c) A change in law implemented after the date hereof that has a material impact on the cost to Gas Supply Service providers and Basic Gas Supply Service suppliers of providing Gas Supply Service to retail customers in the applicable LDC service territory in which Customer's accounts are located. For this purpose a material impact shall be an increase in cost of no less than \$0.0005/Therm. In such instance Supplier may adjust the Contract Price by a percentage amount up to the percentage change in Supplier's direct total cost to provide Gas Supply Service to Customer directly caused by the change in law; or

d) Supplier shall, upon request of Customer or its designated agent, provide reasonable documentation to support adjustments to the Contract Price implemented pursuant to this Section 5 of the Agreement.

6. **Title, Possession and Control:** Supplier shall deliver Customer's Gas Supply Service requirements to a "Delivery Point". The Delivery Point shall be on the LDC transmission system and will be determined by Supplier at the time of scheduling. Title and risk of loss shall pass to Customer at the Delivery Point, and Customer shall be responsible for obtaining delivery service to its facility from the Delivery Point under the applicable NJBPU-regulated tariffs of Customer's LDC. Customer is responsible for all distribution and service charges imposed by Customer's LDC relative to the delivery of natural gas to Customer's facility. Customer shall be responsible for, and shall cooperate with Supplier in obtaining from its LDC metering and historical load information reasonably necessary to record values of consumed Therms on a continuous basis necessary to allow for proper billing. Supplier shall not be responsible for any variation in the quality of the Gas Supply Service provided by the LDC to Customer.

7. **Transportation Balancing and Overruns:** Supplier will be responsible for any and all charges or penalties imposed by Customer's LDC for failing to deliver Customer's Gas Supply Service requirements to the Delivery Point on the LDC transmission system.

8. **Billing and Payment:** During the term of this Contract, Supplier shall bill Customer on a monthly basis based on the prior month's delivery of natural gas. The monthly billing periods shall correspond to the meter read dates of Customer's LDC. All amounts due hereunder shall be paid within forty-five (45) days of the date of the invoice except, in the event that Customer is billed through the LDC's consolidated billing program, payment is due in accordance with the EDC's rules. Seller may assess late fees on payments received after the due date, at a rate not to exceed 1% per month. If an amount due is not received from Customer when due, Supplier may issue written notice to

Customer, and Customer shall have a five (5) business days cure period from date of receipt of such notice. Upon completion of the 5 business day cure period, if payment of overdue amounts is not made by Customer, Supplier may suspend deliveries, terminate this agreement, and liquidate any gas supply purchased for delivery to Customer during future periods. Notwithstanding the foregoing deliveries shall not be curtailed and interest shall not be accrued, and the Agreement shall not be terminated, where Customer provides written evidence of a good faith billing dispute and pays the undisputed amount. Customer agrees to reimburse **Supplier** for all reasonable cost that **Supplier** incurs, including reasonable attorneys' fees, in any attempt to collect undisputed past due amounts from Customer.

9. **Credit:** If, at any time, Customer does not meet **Supplier's** commercially reasonable creditworthiness standards, **Supplier** may require Customer to provide credit assurance in a form and amount reasonably acceptable to **Supplier**, such as a letter of credit, third-party guarantee, deposit or prepayment.

10. **Force Majeure:** Neither Party shall be liable for failure of performance due to causes beyond its reasonable control (force majeure), such as: failure of the interstate pipeline system or LDC distribution facilities; acts of God; fire; civil disturbances; terrorist acts or threats; labor dispute; labor or material shortage; sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for such government action). A Party claiming inability to perform due to force majeure must provide the other Party with prompt notice stating the reason for its inability, and must make reasonable efforts to promptly resolve such inability to perform. Economic hardship, including, without limitation, **Supplier's** ability to sell natural gas supply at a higher or more advantageous price than the Contract Price or Customer's ability to purchase natural gas supply at a lower or more advantageous price than the Contract Price, shall not excuse a party's obligation to perform under this Contract. A Force Majeure does not excuse obligations to pay for Gas Supply Service that has been delivered to and consumed by Customer.

11. **Failure to Deliver/Accept - Exclusive Remedy:** If for an unexcused reason either Party fails to perform its obligation hereunder to tender for delivery (in the case of **Supplier**) or accept Gas Supply Service tendered for delivery (in the case of Customer), the other Party's exclusive remedy shall be a) in the case of **Supplier** failure, the positive difference, if any, between the price Customer, acting in a commercially reasonable manner, paid for replacement supplies, including administrative fees, brokerage fees and other similar costs, and the Contract Price, multiplied by the quantity of natural gas **Supplier** failed to deliver; or b) in the case of Customer's failure, the positive difference, if any, between the Contract Price and the price **Supplier**, acting in a commercially reasonable manner, obtained from a replacement market, multiplied by the quantity of natural gas not accepted by Customer. A Party shall act reasonably to minimize its damages, which shall include but not be limited to reasonable efforts to obtain replacement supplies or a replacement market, where applicable. In the event that such reasonable efforts are unsuccessful or only partly successful, the Party failing to perform shall be responsible for an amount calculated by multiplying the Contract Price times the quantity of natural gas for which the other Party failed to obtain a replacement supply or replacement market, whichever applicable, in addition to any amounts calculated with respect to replacement supplies or replacement market(s). In calculating damages owed under this Section, Supplier shall net or aggregate, as appropriate: (i) any and all amounts owing between the parties under the Contract; (ii) any amount owed to Customer against any margin or other collateral provided by Customer and held by Supplier relating to the Contract; and (iii) any amount payable to Customer against any amount(s) payable by the Customer to Supplier under any other agreement or arrangement between the parties, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other.

**LIMITATION OF DAMAGES:** IN NO INSTANCE AND FOR NO PURPOSE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER A CLAIM IS MADE OR REMEDY IS SOUGHT IN CONTRACT, TORT, OR OTHERWISE.

12. **Bankruptcy:** The Parties specifically agree that this Contract and all Transactions pursuant hereto are "Forward Contracts" as such term is defined in the United States Bankruptcy Code, 11 U.S.C., Section 101(25). If either Party becomes subject to Bankruptcy Code proceedings, it is understood and agreed that the other Party shall be entitled to exercise its right to liquidate this Contract as a "Forward Contract Merchant" under Section 556 of the U.S. Bankruptcy Code.



**13. Notices:** Notice(s) required hereunder shall be deemed properly made if telecopied, delivered personally or sent by regular or certified mail to the following addresses or facsimile.

**Customer Representative:**

**Supplier Representative:**

Hess Corporation  
One Hess Plaza  
Woodbridge, NJ 07095  
Kevin George  
Government Sales Manager  
732-750-6888 (Phone)  
732-750-6927 (Fax)  
KGeorge@hess.com

**14. Miscellaneous:** This Contract shall be construed in accordance with the laws of the State of New Jersey, without recourse to provisions governing choice of law. Any action brought in law or equity with respect to this Contract shall only be filed in the Superior Court of New Jersey, regardless of federal question, citizenship or amount in controversy. Venue shall be laid in the county of the Customer. Prior to the institution of such action, the parties shall agree to the Alternate Dispute Resolution procedure of mediation under the auspices of the American Arbitration Association, or such other agency upon which the parties may agree. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withheld or delayed; provided, however, that (i) Supplier may, without the consent of Customer, transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, and (ii) either party may, upon notice to the other, transfer or assign this Contract to an affiliate, which affiliate's creditworthiness is comparable to or higher than that of such party, or transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of such party.

EACH PARTY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURAL GAS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING HERETO.

AGREED AND ACCEPTED

AGREED AND ACCEPTED

**CUSTOMER:** West Orange Bd of Ed

**SUPPLIER:** Hess Corporation

**BY:** \_\_\_\_\_

**BY:** 

**TITLE:** \_\_\_\_\_

**TITLE:** Government Sales Manager

**DATE:** \_\_\_\_\_

**DATE:** 4/30/2012