

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting - 8:00 p.m. – February 9, 2015
West Orange High School
51 Conforti Avenue

Agenda

- I. ROLL CALL OF THE MEMBERS AND PLEDGE OF ALLEGIANCE**
- II. NOTICE OF MEETING: Please take notice that adequate notice of this meeting has been provided in the following manner:**
 - A. That a written notice was sent from the Office of the Secretary of the Board at 4:00 p.m. on June 10, 2014.
 - B. That said notice was sent by regular mail to the West Orange Township Clerk and the Editors of the West Orange Chronicle and the Star-Ledger.
 - C. That said notice was posted in the lobby of the Administration Building of the Board of Education.
- III. CONSIDERATION OF THE CLOSED AND PUBLIC MEETING MINUTES OF February 3, 2015 (Att. #1)**
- IV. SUPERINTENDENT/ BOARD REPORTS**
 - A. ESIP
 - B. PARCC
 - C. HIB Update
 - D. Athletic/Extracurricular Update
- V. QUESTIONS FROM THE PUBLIC ON AGENDA ITEMS**
- VI. FIRST READING OF THE FOLLOWING BOARD POLICIES:**
 - Graduation Requirements 6146.00
 - At-Risk and Title 1 6171.30
- VII. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS**
 - A. PERSONNEL**

1. Resignations / Retirements

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

Name	Location	Position	Reason	Effective Date
Olympia de Pinto	WOHS	Italian	Retirement (32 years)	4/1/15
Carla Helb	WOHS	Student Assistance Counselor	Retirement (14 years)	4/1/15
Jane Richards	Washington	Basic Skills	Retirement (28 years)	7/1/15

2. Appointments

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

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
David Alfano	St. Cloud	.6 Basic Skills (Leave Replacement)	Schroeder	BA	2	\$259.31 per diem	2/9/15 - 6/19/15
Terri Ciecierski	Liberty	Mathematics (Leave Replacement)	Mazzola	BA	2	\$259.31 per diem	2/23/15 - 6/19/15*
Lucia Forgione	Gregory	Basic Skills (Leave Replacement)	Sorrenti	BA	2	\$259.31 per diem	3/16/15 - 6/19/15
Lucia Forgione	Gregory	Basic Skills (Extended Assignment Substitute)	Madurski	N/A	N/A	\$200 per diem (amended)	1/12/15 - 1/30/15
Amanda Hempel	District	Learning Disabilities Teacher-Consultant	New	MA	11	\$69,914 (to be prorated)	4/13/15 - 6/30/15*
Rebecca Vlacich	Gregory	Reading Specialist	Healy	MA	13	\$86,365 (to be prorated)	4/13/15 - 6/30/15*

*or sooner as determined by the Superintendent

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

Name	Location	Position	Replacement / New	Guide	Step	Salary	Effective Dates
Mercedes Castro Hidalgo	WOHS	Custodian Night Shift	Hood	B&G	8	\$35,797.83 (to be prorated includes shift differential of \$580)	2/10/15 - 6/30/15

Gustavo Contreras, Sr.	Redwood	Custodian Night Shift	Villone	B&G	8	\$35,797.83 (to be prorated includes shift differential of \$580)	2/10/15 - 6/30/15
Robert Sabino	Washington	Custodian Night Shift	Bisono	B&G	8	\$35,797.83 (to be prorated includes shift differential of \$580)	2/10/15 - 6/30/15

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

Name	Location	Position	Rate of Pay	Effective Dates
James Buchanan OOD	WOHS	Spring Musical Pit Orchestra	5 performances at \$125 each 3 rehearsals at \$60 each (not to exceed \$805)	2014 - 2015
Mark Lagatic OOD	WOHS	Spring Musical Pit Orchestra	5 performances at \$125 each 3 rehearsals at \$60 each (not to exceed \$805)	2014 - 2015
Joshua Lopes OOD	WOHS	Spring Musical Pit Orchestra	5 performances at \$125 each 3 rehearsals at \$60 each (not to exceed \$805)	2014 - 2015
Jeffrey Rubin OOD	WOHS	Spring Musical Pit Orchestra	5 performances at \$125 each 3 rehearsals at \$60 each (not to exceed \$805)	2014 - 2015
Andrew Zhang Substitute	WOHS	Spring Musical Pit Orchestra	5 performances at \$125 each 3 rehearsals at \$60 each (not to exceed \$805)	2014 - 2015

- d. Superintendent recommends approval to the Board of Education for the following other additional assignment(s) as assigned:

Name	Location	Position	Rate of Pay	Effective Dates
Sharon Anglum	Gregory	PARCC Practice Session Nurse	\$73 per hour	1/20/15 - 3/26/15
Rosemary Boyle	Roosevelt	School Dance Nurse	\$73 per hour	2/6/15
Shena Brown	St. Cloud	PARCC Practice Session Nurse	\$73 per hour	1/20/15 - 3/26/15
Nancy Feldman	Pleasantdale	PARCC Practice Session Nurse	\$73 per hour	1/20/15 - 3/26/15
Rosemarie Tan	Liberty	PARCC Practice Session Nurse	\$73 per hour	1/13/15 - 3/25/15

- e. Superintendent recommends approval to the Board of Education for the following substitute appointment(s) at the appropriate substitute rates for 2014-2015:

Name	Certification Code	Teacher	Instructional Assistant	Administrative Assistant	Lunch Aide	Nurse	Custodian
Nicole Antunes	Substitute	X	X				
Althea Charles	Substitute	X	X	X			
Steven Elizaire	Substitute	X	X				
Miklos Laszlo	CEAS	X	X	X			
Cornelia Myrick	Substitute	X	X	X			
Kerry Pfingst	Substitute	X	X	X			
Kevin Philemon	Substitute	X	X	X			
Lisa Renwick	Substitute	X	X	X	X		
Sean Shabazian	Substitute	X	X				
Linda Sylvester	Substitute	X	X	X			
Ellen Tiedeken	Substitute	X	X				

3. Leaves of Absence:

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

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Julie Brady Family	WOHS / Social Studies	5/4/15 - 6/30/15	7/1/15 - 8/31/16	N/A	9/1/16
Andrea Brower Family	Hazel / Resource Room	4/2/15 - 5/22/15	5/26/15 - 8/31/15	N/A	9/1/15
Theresa Galati Family	Mt. Pleasant Grade 3	4/13/15 - 6/1/15	6/2/15 - 11/13/15	N/A	11/16/15
Aimee HoAire Family	Redwood / Grade 2	4/13/15 - 6/8/15	6/9/15 - 11/6/15	N/A	11/9/15
Marybeth Sabates Family	Hazel / Grade 3	4/13/15 - 5/15/15	5/18/15 - 8/31/15	N/A	9/1/15
Patricia Sorrenti Family	Gregory / Basic Skills	3/16/15 - 5/8/15	5/11/15 - 11/13/15	N/A	11/16/15
Erica Valentini Family	Pleasantdale / Special Education	4/27/15 - 6/30/15	7/1/15 - 8/31/15	NA	9/1/15
Denise Werzen Medical	Nurse / WOHS	1/15/15 - 2/23/15	N/A	N/A	2/24/15

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

Name	Location / Position	Paid Leave	Unpaid Leave with Benefits	Unpaid Leave without Benefits	Anticipated Return Date
Carolina Luna (Family)	Pleasantdale / Part-time Paraprofessional	N/A	N/A	2/17/15 - 2/27/15 (amended)	3/2/15
Rachel Pole Family	Pleasantdale / Paraprofessional	4/17/15 - 5/29/15	6/1/15 - 6/19/15	N/A	TBD

4. Transfer(s):

Superintendent recommends approval to the Board of education for the following transfer(s) of non-certificated staff:

Name	From	Position	To	Position	Effective Date
Maria Cruz	WOHS	Custodian Night Shift	Redwood	Custodian Night Shift	2/10/15

B. CURRICULUM AND INSTRUCTION

1. Recommend approval/acceptance of Applications for School Business requests:

Name	Conference	Dates	Amount	Funded
Laura Arredondo	National Chinese Language Conference 2015 Atlanta, GA	4/16/15-4/18/15	\$1,433.28	China Grant
Arlene Brafman	Assisting Students with Informational Text Reading Caldwell, NJ	3/3/15	\$170.00	Local Funds
Shena Brown	An Introduction to Teasing and Bullying New Brunswick, NJ	2/12/15	\$0	
Dianne Cardinali	Classic Polar Bear Adventure Churchill, Manitoba Canada	10/31/15-11/5/15	\$0	
Kristi Crincoli	An Introduction to Teasing and Bullying New Brunswick, NJ	2/12/15	\$0	
Robert Csigi	2015 NJ State Buildings & Grounds Conference	3/16/15-3/18/15	\$175.00	Local Funds

	Atlantic City, NJ			
Lou DellaPia	Fundamentals of Search and Seizures Involving Students New Providence, NJ	3/18/15	\$150.00	Local Funds
Ryan DelGuercio	Fundamentals of Search and Seizures Involving Students New Providence, NJ	3/18/15	\$150.00	Local Funds
Amy Drost	The Use of Medication to Treat Symptoms in Autism Spectrum Disorders New Providence, NJ	3/12/15	\$6.82	Local Funds
Cherylann Dunlap	Statewide Advisors Meeting Somerset, NJ	2/25/15	\$0	
Nancy Feldman	Radiant Child Yoga Training New York, NY	2/20/15-2/22/15	\$550.00	Employee Funded
Allison Gibbons	NJMEA State Conference East Brunswick, NJ	2/19/15-2/20/15	\$168.97	\$100.00 Local Funds \$ 68.97 Employee Funded
Terry Granato	Leadership NOW Summit Las Vegas, NV	4/26/15-4/30/15	\$2,380.00	Title I Funds
Mike Hanley	2015 NJ State Buildings & Grounds Conference Atlantic City, NJ	3/16/15-3/18/15	\$229.00	Local Funds
Megan Kiczek	Two Ways of Looking at Elizabeth Bishop New York, NY	2/26/15	\$0	
Robert Klemt	NJAMLE Conference Wayne, NJ	3/27/15	\$99.00	Local Funds
Nicole Krulik	3D Print Show and Conference New York, NY	4/18/15	\$0	
Nancy Mullin	MUJC STEM Committee Meeting New Providence, NJ	1/29/15	\$0	
Pam Nicholais	School Transportation in Supervisor Association Atlantic City, NJ	4/30/15-5/1/15	\$361.89	Local Funds
Michele Triano	An Introduction to Teasing and Bullying New Brunswick, NJ	2/12/15	\$0	
Lonnie Williams	Fundamentals of Search and Seizures Involving Students New Providence, NJ	3/18/15	\$150.00	Local Funds

2. Recommend approval of the following field trips for the 2014-2015 school year:

School	Grade	Course/Group	Destination
WOHS	9-12	Percussion Ensemble	Woodbridge High School <i>(Revised)</i>
WOHS	9-12	Percussion Ensemble	Roxbury High School <i>(Revised)</i>
WOHS	9-12	Percussion Ensemble	Lehigh University, PA <i>(Revised)</i>

C. FINANCE

a.) Special Services

1. Recommend approval for the following out of district placements for the 2014-2015 School Year:

Student #	Classification	Old Placement	New Placement	Tuition	Budgeted/Unbudgeted
1110040	Other Health Impaired	Pleasantdale School	Calais School Whippany, NJ Start date: 1/28/15	\$27,720 \$315 per diem	Unbudgeted
1408102	Multiple Disabilities	N/A move in from out of state	Horizon Lower School Livingston, NJ Start date: 2/9/15	\$28,672.56 \$341.34 per diem	Unbudgeted

2. Recommend approval for the following agency to provide 1:1 nursing services for the 2014-2015 School Year beginning on 2/9/15:

Student #	Agency	Rate	Total	Budgeted/Unbudgeted
1408102	Bayada Home Health Care, Inc. Cranford, NJ	\$54.50 per hour/R.N. \$44.50 per hour/L.P.N.	\$34,335	Unbudgeted

3. Recommend approval for the following tuition adjustments as certified by the State of NJ, Division of Administration and Finance:

School	School Year	Amount
Jardine Academy Cranford, NJ	2013-2014	\$5,710

Gateway School Carteret, NJ	2012-2013	\$3,406.20
Banyan School Little Falls, NJ	2013-2014	\$1,462

4. Recommend approval for the following encumbrance for evaluations and reports as required by the IEP Team for the 2014-2015 School Year:

Provider	Type of Evaluation/Report	Cost	Budgeted/Unbudgeted
Gingerbread Kidz, LLC East Hanover, NJ	Pediatric Neurodevelopmental Evaluation/Report	7 evaluations/reports @ \$385 per evaluation, for a total of \$2,695	Budgeted

b.) Business Office

1. Recommend approval of the 2/9/15 Bills List: (Att. #2)

Transportation	\$ 12,026.81
Tuition (Spec. Ed./Charter)	\$ 295,368.38
Instruction	\$ 92,150.70
Facilities	\$ 62,238.52
Grants	\$ 129,010.31
Food Service	\$ 5,041.35
Textbooks/Supplies/Athletics/Misc.	<u>\$ 68,456.58</u>
	\$ 664,292.65

2. Recommend approval of Honeywell Contract in a form acceptable to counsel:

The Board of Education hereby approves a contract with Honeywell Building Solutions for a price not to exceed \$12,446,902 to provide and install the energy conservation measures described in the School District's Energy Savings Plan approved December 15, 2014, in a form approved by Counsel, and subject to availability of funding. The Board President, Superintendent and/or the Business Administrator/Board Secretary are authorized to execute such contract on behalf of the Board of Education, and the signature or signatures thereon are conclusive proof of the required review and approval of the contract. (Contract on file in the office of the Business Administrator. Additionally, copies will be made available for review at the public meeting.)

3. Recommend approval of ESCO Guarantee:

The Board of Education hereby approves the energy savings guarantee offered by Honeywell Building Solutions for the contract amount of \$25,000, and the contract with Honeywell Building Solutions approved by this Board of Education for the implementation of the Energy Savings Plan will include provisions for the guarantee.

4. Recommend approval of professional services contract for architect: (Att. #3)

The Board of Education hereby determines that Parette Somjen Architects, LLC, Rockaway, NJ, being a professional design architect firm with an excellent reputation in the field and having familiarity with the school district's facilities in their capacity as the School District's Architect of Record, is authorized and delegated the responsibility to prepare the required plans and specifications as Project Architect for the Energy Conservation Measures to be undertaken with Honeywell Building Solutions for the implementation of the School District's Energy Savings Plan, in consultation with and under the supervision of the Business Administrator/Board Secretary, who is hereby delegated the responsibility to work with the Project Architect for this purpose on behalf of the Board, all in accordance with the requirements of N.J.S.A. 18A:18A-16, at a cost of \$612,241, that a contract therefore for professional services in a form approved by the School District's counsel is hereby awarded pursuant to N.J.S.A. 18A:18A-5(a)(1) to be executed on behalf of the Board of Education by the Board President or the Business Administrator/Board Secretary and that the Business Administrator/Board Secretary shall publish a Notice of Contract Awarded as required by law.

5. Approve professional services contract for McManimon, Scotland & Baumann, LLC: (Att. #4)

The Board hereby determines that the School District's Bond Counsel, McManimon, Scotland & Baumann, LLC, Newark, NJ, a law firm with special experience and expertise in public finance and in particular with implementing and financing energy savings improvement programs, is authorized to continue to assist this Board of Education in the implementation of the Energy Savings Improvement Program and the financing of the energy conservation measures included in the School District's Energy Savings Plan, that a contract therefore for professional services in substantially the form submitted at this meeting is hereby awarded pursuant to N.J.S.A. 18A:18A-5(a)(1) to be executed on behalf of the Board of Education by the Board President or the Business Administrator/Board Secretary and that the Business Administrator/Board Secretary shall publish a Notice of Contract Awarded as required by law.

6. Recommend approval of authorization of applications for LRFP plan amendment and project approvals:

The Board President, the Superintendent of Schools, the Business Administrator/Board Secretary, the Project Architect, the ESCO, Bond Counsel and other appropriate representatives of the Board (the "Board Representatives") are hereby authorized to submit any required educational plans and the schematic plans for the Energy Conservation Measures to be installed in the School District's facilities and undertaken in accordance with the School District's Energy Savings Plan, and such other information as may be required, to the State Department of Education for approval and to make application to the Commissioner of Education on behalf of the Board for approval of any required educational plans, the schematic plans and the Energy Savings Project and, if necessary, any required amendment to the long-range facilities plan, in accordance with the requirements of N.J.A.C. 6A:26-2.3, 2.1(f), 3.1 and 3.11. The Board Representatives are hereby further authorized and directed to submit the schematic plans and any other required information to the Planning Board and the Department of Environmental Protection for review and comment, if necessary.

7. Recommend approval of the form of resolution attached hereto authorizing the financing of the Energy Savings Plan. (Att. #5)
8. Receipt of Board Secretary's Report for the month of December, 2014 (Att. #6)
9. Receipt of Treasurer of School Monies Report for the month of December, 2014 (Att. #7)

D. REPORTS

1. Superintendent recommends to the Board of Education acceptance of the HIB Report ending February 5, 2015.

2. **Harassment, Intimidation and Bullying**

"Whereas, pursuant to Board Policy and the requirements of N.J.S.A. 18A:37-17(b)(6)(c), at its meeting on February 3, 2015, the Superintendent reported HIB Incident Numbers 31,34,35 to the Board; and

Whereas, on February 4, 2015 the parents and/or guardians of the students who are parties to the investigation received information about the investigation pursuant to N.J.S.A. 18A:37-17(b)(6)(d); and

Now, therefore, be it Resolved that the Board affirms the decision of the Superintendent concerning HIB Incident Numbers 31,34,35 for the 2014-2015 school year for the reasons conveyed to the Board.”

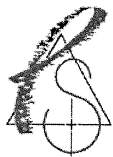
VIII. REPORT FROM THE BOARD PRESIDENT AND/OR BOARD MEMBERS

IX. NEXT CLOSED BOARD MEETING to be held at 6:00 p.m. on February 23, 2015 at West Orange High School.

X. PETITIONS AND HEARINGS OF CITIZENS

XI. ADJOURNMENT

P A R E T T E
S O M J E N



ARCHITECTS

20 January 2015
VIA EMAIL

John Calavano
School Business Administrator/Board Secretary
179 Eagle Rock Avenue
West Orange, NJ 07052

RE: Professional Services for West Orange Board of Education
Energy Conservation Measures associated with Energy Savings Plan
PSA No. 5720

Dear Mr. Calavano:

Parette Somjen Architects L.L.C. appreciates the opportunity to work closely with the West Orange Board of Education ("Board") to provide the following professional services for the above referenced project ("Project"). Parette Somjen Architects L.L.C. ("PSA") has prepared the following project specific information based on our current understanding of this project and discussions with you. This document will act as a supplement to our Architect of Record Agreement.

1. PROJECT SCOPE

West Orange Board of Education has been embarking on an Energy Savings Improvement Plan. They have retained Honeywell Building Solutions as an Energy Services Company. Honeywell Building Solutions has developed an energy plan dated October 10, 2014 that has been submitted to a third party to review as well as to the Board of Public Utilities.

After commentary from the third party reviewer the plan was updated and dated November 13, 2014. Both the third party plan reviewer and the Board of Public Utilities have approved the plan. The Board of Education has accepted the energy plan and is interested in implementing the plan.

As part of the plan there were twenty six Energy Conservation Measures ("ECM's") reviewed and considered. Not all of the ECM's can be accomplished within the budget. The ECM's that have been identified within the final budget include but are not limited to Lighting Upgrades, controls and various mechanical upgrades. The specific ECM's are outlined in the attached matrix which is within the plan prepared by Honeywell and adopted by the district.

PROFESSIONAL SERVICES

2.1 Information Gathering & Documentation of Existing Conditions

PSA will undertake a field survey of the areas that will be affected by the proposed Work. This survey will allow us to familiarize ourselves with the space(s) to be occupied and more importantly to develop a plan that we refer to as "existing conditions" on which subsequent designs will be based. Any existing documentation / drawings that exist shall be provided to PSA for review and reference. This phase includes a visit to the space to document pertinent information relevant to the areas that will be affected by the proposed Work. Our visit will only look to document basic information that is readily visible. Readily visible is defined as being easily seen without undue difficulty or effort. We do not, as part of our basic services, cut or break open walls or ceilings to examine existing conditions.

2.2 Schematic Design

PSA shall prepare a Schematic Design Document based on the elements outlined in the energy plan. The Schematic Design Document shall establish the conceptual design of the project illustrating the scale and relationship of the project components. The Schematic Design Documents shall be limited to preliminary floor plans.

Principals
Marc R. Parette, A.I.A., P.P.*
Gregory J. Somjen, A.I.A.

Partners
John Carton, A.I.A.*
Stephen D. Quick, A.I.A.

Associates
Edward Neighbour, A.I.A.

439 Route 46 East
Rockaway, NJ 07866
Tel. 973.586.2400
Fax. 973.586.2401
www.planetPSA.com

*LEED™AP

2.3 Budgeting

All construction budgeting was undertaken by Honeywell Building Solutions. These construction estimates are being guaranteed by Honeywell and will be incorporated into the Department of Education applications as well as used for financing, bidding and award.

Accordingly, PSA cannot and does not warrant or represent in any manner the actual cost of construction. As such, the Board agrees that PSA cannot be held liable for any damages claimed to have arisen out of construction costs exceeding these estimates.

2.4 Applications & Submissions

2.4.1 Department of Education

The Department of Education requires the submission of an application for various project types. This application includes a number of forms including budgeting forms, timelines, etc. In addition this submission needs to be coordinated with the Districts Long Range Facility Plan (LRFP). If the projects are not in the LRFP, PSA will complete the necessary paperwork as part of this submission to update the LRFP.

2.5 Design Development

Once a Schematic Design is chosen and the various approvals are in place, PSA will undertake the Design Development phase. The Design Development shall illustrate and describe the refinement of the design based on feedback from the Board. This typically includes more detail being incorporated into the drawings, and commonly continues parallel to the construction documents.

It is possible that the Design Development phase runs parallel to the Department of Education approvals to expedite the process. However release for bidding purposes should not be undertaken until the final approvals are received.

2.6 Construction Documents

PSA shall provide Construction Documents based on the approved Design Development Document. The Construction Documents shall set forth the requirements for construction of the project. Specifically our Construction Documents shall include; floor plans, elevations, sections and details as well as engineering aspects of the appropriate ECM; mechanical and electrical system design.

Environmental professional services are excluded and will be coordinated with the districts environmental consultants.

2.7 Contract Administration Services

PSA shall provide administration of the Project as set forth below. PSA shall be a representative of the Board during the Project and shall advise and consult with the Board only as specifically delineated within this paragraph:

2.7.1 Construction Procurement Services

- a. PSA shall assist the team in preparing for bidding.
- b. PSA shall assist in reviewing the bids.

2.7.2 Contract Administration Services

- a. PSA, as a representative of the BOE, shall visit the site periodically to become generally familiar with, and to keep the Owner informed about, (1) the progress and quality of the portion of the Work when fully completed, (2) to endeavor to guard the Owner against known

- defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- b. PSA will conduct on-site observations periodically for the purpose of determining the amounts owed any contractor based on contractor's applications for payment compared to work completed in accordance with the Contract Documents. PSA shall make recommendations to the Board as to the appropriateness of payment to the contractors for that portion of the work that appears to have been completed in conformance with the Board approved drawings. Those recommendations shall thereafter be memorialized in writing. Thereafter, the Board shall be solely responsible for making determinations as to the appropriateness of payment to the contractors for work already performed.
 - c. PSA shall provide up to twenty (20) visits over the duration of the Project during construction. Additional visits shall be deemed Additional Services

Parette Somjen Architects LLC and their representatives shall neither have control over nor be in charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibilities. PSA does not assume any responsibility for the implementation, discharge, or monitoring of safety standards or practices.

2. COMPENSATION

The professional fees for services outlined herein are based on a Flat Fee of **\$612,241.00**. This flat fee excludes reimbursable expenses (i.e. printing, deliveries). Billing will be in accordance with the Architect of Record agreement already in place with the district.

3. GENERAL CONDITIONS

General Conditions are those outlined in the attached Exhibit 1. Any services requested and / or performed beyond those outlined herein shall be considered an Additional Service and billed accordingly.

Please accept this as a formal proposal and if acceptable, please sign and return one copy with a PO reference for billing purposes. We thank you for the opportunity to be of service and we look forward to a mutually rewarding relationship. Should you have any questions now or at any time, please feel free to contact the undersigned.

Sincerely,
PARETTE SOMJEN ARCHITECTS L.L.C.



By: Gregory J. Somjen, AIA
Member

The individual listed below is authorized to execute this Agreement and to bind the entity listed below in accordance with this Agreement and agrees to make payment for the Scope of Services described herein at the terms and conditions outlined herein. This agreement is entered into as of the day and year first written above. I, the undersigned have read this agreement and agree to be bound by its terms and conditions.

agreement acceptance

accepted by: _____ *signature*

print name: _____ title: _____

business name: _____ date: _____

billing contact information

printed name: _____ title: _____

phone: _____ email: _____

billing address: _____

Exhibit 1

1. Provider Responsibilities.

- A. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its professional services on multiple Energy Conservation Measures for the Board
- B. The Provider and anyone providing the Services on behalf of the Provider shall provide the Services in accordance with the generally accepted standards of members of the same profession.
- C. The Provider shall provide the Board, if requested, with copies of documentation confirming that anyone providing the Services on behalf of the Provider has the certifications, licenses, skills and experience necessary to provide the Service. The documents shall be current, valid and issued by the State of New Jersey and any other authority with jurisdiction over the Services.
- D. The Architect shall review laws, regulations, codes and standards in effect as of the date of the project that are applicable to the Architect's services and shall exercise professional care and judgment to design in compliance with requirements imposed by governmental authorities having jurisdiction over the project. Should laws, codes and standards change after the Owner has approved the Construction Documents for a project, during the project requiring the Architect to make changes, such changes will be provided as an additional service. The Provider and anyone providing the Services on behalf of the Provider shall, without limitation of the aforementioned, comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 et seq., the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27-1.1 et seq., N.J.A.C. 6:4-1.6, as recodified in N.J.A.C. 6A:7-1 et seq., Title VII of the Civil Rights Act of 1964 and Title 11 of the American With Disabilities Act of 1990.

2. Board Responsibilities.

- A. The Board shall compensate the Provider in accordance with the Compensation provisions of this Agreement.
- B. The Board shall provide information in a timely manner. For purposes of this Agreement, a decision by the Board shall be timely if made by the Board at its next regularly scheduled meeting after receipt of notice of the need to provide the information in sufficient time to be placed on the Board's agenda for the next regularly scheduled meeting.
- C. Unless designated otherwise in writing, the Business Administrator shall be designated as the Board's representative authorized to act on the Board's behalf, except for those matters requiring approval by the Board.

3. Compensation.

- A. The Provider shall not be entitled to compensation unless the Provider actually provides the Services, e.g., the Provider shall not be entitled to compensation if the Provider is scheduled to provide the Services and the Services are not provided as a result of the action or inaction of the Provider, the Board, its officers, agents, contractors or students. The Board shall use its best efforts to avoid cancellations. The Board shall not be subject to a fee or a fine or penalty or prejudice in the event it is required to cancel the requested or scheduled services. However, in the event the Board requests services and the Provider performs those services before receiving any written notice of cancellation by the Board, then the Provider shall be compensated for those such services actually performed in accordance with this Agreement.
- C. The Provider shall submit duly verified monthly invoices to the Board. The Board shall approve the Provider's invoice at the next regularly scheduled Board meeting following the Administration's payment recommendation. The Board shall make payment to the Provider on the approved invoice during the next payment cycle following its approval of the invoice.
- D. If an invoice is disputed, notification of such dispute will be made in writing within fourteen (14) calendar days following the Board's next regularly scheduled meeting. The Provider will expect payment of all non-disputed, invoiced amounts in order for services not to be suspended or terminated.
- E. Should the Board fail to make payment of undisputed sums as set forth in Paragraph 4 (D) of this Agreement, the Board shall be liable for the amount of money owed under the Agreement, plus an annual interest rate equal to the prime rate plus 1%.

Disputes regarding whether a party has failed to make payment required hereunder may, at the determination of both parties, be submitted to a process of alternative dispute resolution notwithstanding anything to the contrary herein.

5. Suspension and Termination.

- A. On ten (10) calendar days written notice, the Board may suspend or terminate this Agreement, with or without cause, for any and all reasons and without penalty or prejudice. In the event of such termination, the Provider shall be paid any undisputed charges for work performed prior to the effective date of termination in accordance with the payment terms of this Agreement.
- B. The Board's suspension or termination of this Agreement shall be without prejudice to, and with full reservation of, all other rights and remedies of the Board pursuant to this Agreement or as may exist at law or in equity, including but not limited to claims of errors and omissions and specific performance.
- C. Should the Board suspend or terminate this Agreement, the Provider agrees to cooperate and provide all information requested by the Board in connection with the completion of

the Services. Notwithstanding anything to the contrary herein, the Provider shall only be obligated to cooperate with the Board and provide information to the Board to the extent that payment for said reasonably undisputed services has been made by the Board. In addition, while the Provider shall maintain liability for the services provided, any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.

- D. The drawings, specifications, plans and other related documents prepared by the Provider in the course of its performance under the terms of this Agreement, including those in electronic media form, hard copy or otherwise, shall be the property of the Provider. However, the Provider grants a license to the Board to use such documents without the Provider's further consent for the design or completion of the project(s) for which they are intended. Accordingly, the Provider shall provide copies of same to the Board, upon the Board's request, in the event of this Agreement's termination and once payment to the Provider is made in full for all services. Any such payment to the Provider shall be without prejudice to the Board's ability to recover disputed fees. Any changes to the documents provided to the Board are the responsibility of the Board or others and the Board agrees to indemnify the Provider for changes to those documents that are made without the Provider's consent.
- E. If the Board fails to make payments to the Architect in accordance with this Agreement, the Architect may, at its option, upon providing the Board with seven (7) business day's written notice, suspend or terminate performance under this Agreement.

- 6. Indemnification. The Provider shall indemnify and hold harmless the Board, collectively and individually, and its agents, officials, representatives and employees from and against any and all damages, losses, or claims, including, but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error, or omission or failure to perform the Services by the Provider or anyone performing the Services on behalf of the Provider or (b) any breach of this Agreement or a breach of the implied covenant of good faith and fair dealing, by the Provider or anyone performing the Services on behalf of the Provider.
- 7. Insurance. The Provider shall maintain or cause to be maintained, in full force and effect, insurance in such amounts and against such risks as follows:
 - (a) Broad form, comprehensive, or commercial General Liability Insurance coverage, including contractual liability, against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage, together with Excess/Umbrella Liability Insurance in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00); the General Liability Insurance Policy and the Excess/Umbrella Liability Insurance shall name Board of Education as an additional insured.

- (b) Workers Compensation Insurance coverage in the statutory amount.

Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and

- (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

No later than the execution of this Agreement, and upon the Board's request from time to time, the Provider shall provide to the Board a certificate of insurance evidencing the coverage set forth above in (a) (b) and (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Provider shall also provide, upon the Board's reasonable request, full and complete copies of the insurance policies required by (a) (b) and (c) above.

- 8. Conflict of Interest. The Provider represents that, to the best of its knowledge, information and belief, none of its employees nor anyone providing the Services on behalf of the Provider are engaged in conduct that constitutes a conflict of interest under, or a violation of, the School Ethics Law, N.J.S.A. 18A:12-21 et seq. and N.J.A.C. 6A:28-1.1 et seq.
- 9. Inconsistency. In the event any provision of this Agreement conflicts in whole or in part with the Proposal regarding the services to be provided, the Provider shall provide the Services that require the greater level of service. For all other conflicting provisions not involving the provisions of Services, e.g., indemnification, dispute resolution, payments, etc., then the provisions of this Agreement shall control. The Proposal shall not be construed to impose duties or obligations on the Board beyond those set forth in this Agreement.
- 10. Entire Agreement. This Agreement represents the entire Agreement between the parties and shall serve as the general conditions of this Architect of Record Agreement. Any modifications to this Agreement must be set forth in writing and signed or acknowledged via email by an authorized representative of both parties. The Provider and the Board enter into this Agreement for the express and sole purpose of having the Provider perform its professional services on multiple projects for the Board. It is understood that requests for these multiple projects will be made from time to time by the Board. Such requests will be formalized in writing and identify the project scope, professional services to be provided and applicable professional fees (if other than the hourly rates outlined herein). These requests will be considered supplements to this Agreement.
- 11. Dispute Resolution.
 - A. Any and all claims, disputes or other matters in question between the Board and Provider arising out of or relating to the Agreement or alleged breach thereof, shall be subject to and determined by a court of competent jurisdiction venued in **Essex County, New Jersey**. **The Provider hereby knowingly irrevocably waives its right to trial by jury in any action arising out of or relating to the Agreement. This waiver does not apply to personal injury actions or to any action in which another party, not bound by such a waiver, demands trial by jury. This waiver is knowingly, intentionally and**

voluntarily made by the Provider. If a dispute arises between the Board and any entity or individual as to which the Board is bound to the arbitration or other dispute resolution method of such disputes and the dispute directly or indirectly relates to the Agreement, then the Provider agrees that the Provider can be joined as a party to such an arbitration with respect to matters related to such arbitration or other dispute resolution method. Any and all disputes which exist only between the Board and Provider, or among the Board, Provider and others as to which the Board is not bound to the arbitration of disputes, shall be subject to the provisions of this Section 11.

- B Prior to the commencement of any litigation in accordance with the provisions set forth in Paragraph 11(A) of this Agreement, the parties agree to meet in an effort to resolve the dispute.
- C. In the event that the Owner concludes it has a claim against the Provider arising out of a services provided and/or this agreement, the Board shall place the Provider on notice of the claim in writing setting forth a description of the claim and the damages incurred or expected to be incurred as a result thereof (which is neither admissible nor binding in any legal proceeding). **The Board may not withhold** any fees from the Provider if within 60 days of receipt the aforesaid notice, the Provider provides the Board with written confirmation from its professional liability carrier that: 1) there is coverage for the claim as described in the aforesaid notice, and 2) that available remaining limits in the policy exceed the amount of the claim. Nothing contained herein shall preclude the Board from supplementing and/or amending the aforesaid notice as needed. Likewise, the Provider has a continuing obligation to advise the Board of any changes in the coverage available for the claim at issue, if any.
12. Independent Contractor. The parties agree that the Provider and anyone providing the Services on behalf of the Provider are an independent contractor and nothing in the Agreement shall be construed to establish an employer/employee, agency, joint venture or partnership arrangement between the parties. In discharging all duties and obligations hereunder, the Provider and anyone providing the Services on behalf of the Provider shall at all times remain in an independent contractor relationship with the Board. The Board assumes no responsibility for the payment of compensation, wages, benefits or taxes of any employees of the Provider.
13. Assignment. The rights of the parties under this Agreement are personal to each party, and neither party may assign, transfer, hypothecate or otherwise assign its rights or delegate its duties under the Agreement whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to the Agreement, which shall not be unreasonably withheld.
14. Business Registration. Pursuant to N.J.S.A. 52:32-44, the Provider shall remit a copy of its Business Registration Certificate to the Board no later than the execution of this Agreement. The Provider shall provide written notice to anyone providing the Services on behalf of the Provider of the responsibility to submit proof of Business Registration to the Provider, if applicable. The requirement of proof of Business Registration extends down through all levels (tiers) of the Services.

15. Pay-to-Play. The Provider shall comply with the provisions of the New Jersey Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq. and shall submit the required Disclosure forms to the Board prior to the award of this Agreement.
15. Default. The Provider may not maintain any action or effect any remedies for default against the Board unless and until the Board has failed to cure the breach within fifteen (15) business days of written notice of such breach; or if the nature of the cure is such that it reasonably requires more than fifteen (15) business days, if the Board commences the cure within the fifteen (15) business day period and thereafter continuously and diligently pursues by all reasonable means the cure to completion.
17. The Provider shall comply with the requirements of N.J.S.A. 10:5-31, et seq., and N.J.A.C. 17:27, which are set forth in *Exhibit B* hereof.
18. N.J.A.C. 13:6-1.3 MANDATORY LAW AGAINST DISCRIMINATION LANGUAGE PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

Pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4, during the performance of this Agreement, the Provider agrees as follows:

In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

No contractor, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

There may be deducted from the amount payable to the contractor by the, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

This contract may be canceled or terminated by the Board, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the Board of any prior violation of this section of the contract.

19. Audit and Inspection.

The Provider agrees that the Board and its auditor shall have the right to examine books, records and documents pertaining to the Services provided under this Agreement and shall agree to retain all such books, records and documents for a period of six (6) years after the termination of the Agreement.

20. Miscellaneous Provisions.

- A. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express), certified mail, return receipt requested, or by facsimile, with transmission confirmation, addressed to each party as follows:

As to the Provider:

Parette Somjen Architects, LLC
439 Route 46 East
Rockaway, New Jersey 07866
Phone: 973-586-2400
Fax: 973-586-2401
Attention: Gregory Somjen, AIA

As to the Board:

West Orange Board of Education
179 Eagle Rock Avenue
West Orange, NJ 07052
Phone: (973) 669-5400 x. 20520
Facsimile: (973) 669-5301
Attention: John Calavano, Business Administrator/Board Secretary

- B. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original.
- C. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and their assigns.
- D. In all references in this Agreement to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular number shall be intended to include the appropriate gender or number as the text of this Agreement may require.
- E. If any provision of this Agreement shall be finally adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remaining provisions of this Agreement.
- F. Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition, nor a waiver of a

subsequent breach of the same provision or condition, unless such waiver is expressed in writing signed by the party to be bound.

- G. In the event that any of the Projects under this Agreement are eligible to be funded in part by grants from the NJSDA or other source, Provider agrees to revise this Agreement so that same complies with the terms of the applicable grant agreement. Provider further agrees to provide Services consistent with said grant agreement.
- H. The Architect shall have the right to include photographic or artistic representations of the Projects among the Architect's promotional and professional materials without further consent. The Architect shall be given reasonable access to the completed Project to make such representations. The Board shall provide professional credit for the Architect in the Board's materials for the Project.
- I. This Architect of Record Agreement applies to all projects that do not have another separately executed agreement. If a project has a separately executed agreement, that will be the agreement in effect for that project.
- J. Pursuant to N.J.A.C. 17:44-2.2, the Architect shall maintain all documentation related to products, transactions or services under this Contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year above written.

ATTEST: WEST ORANGE BOARD OF EDUCATION

By: _____
John Calavano

By: _____

ATTEST/WITNESS: PARETTE SOMJEN ARCHITECTS, LLC

By: _____
Gregory J. Somjen, AIA

By: _____

ECM		West Orange High School	Liberty Middle School	Roosevelt Middle School	Edison Middle School	Gregory Elementary School	Hazel Elementary School	Mt. Pleasant Elementary School	Pleasantdale Elementary School	Redwood Elementary School	St. Cloud Elementary School	Washington Elementary School	Administration Building	Bus Garage
1A	Lighting Upgrades – LED Retrofit	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
1B	Lighting Controls	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
1C	Vending Misers	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
1D	De-stratification Fans	✓		✓	✓				✓	✓				
1E	Plug Load Management via Wi-Fi	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
2A	Domestic Hot Water System Retrofit	✓			✓					✓			✓	
2B	Roof Top Unit Replacement	✓		✓										
2C	Condenser Unit Replacement	✓				✓								
2D	Premium Efficiency Motors and VFDs	✓		✓	✓	✓								
2E	AHU Refurbishment	✓												
2H	Walk-in Refrigeration Control	✓												
2I	Boiler Burner Controls	✓												
3A	Building Management System Upgrades	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3B	Demand Control Ventilation	✓		✓	✓	✓								
3C	Occupancy Controlled Air Handling Systems	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
3E	Convert UVs to DDC	✓				✓	✓	✓	✓	✓	✓	✓		
4A	Building Envelope Improvement	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
4B	Spray Foam Roof Insulation			✓				✓						
5A	High Efficiency Transformers	✓												
5B	Power Factor Correction	✓		✓	✓	✓	✓							
6A	Combined Heat and Power/Generation	✓												
6B	Emergency Generator	✓	✓											
7A	Water Conservation	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Alternates included in PSA Fee

- 2C Condensing Units,
- 4B Roofs
- 7A Water

A G R E E M E N T

THIS AGREEMENT, made as of this _____ day of _____, 2014, between THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, hereinafter designated as the "Board of Education" and sometimes referred to herein as the "School District," party of the first part, and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey, hereinafter designated as "Bond Counsel," party of the second part:

WITNESSETH:

1. The Board of Education desires to authorize the issuance of School District obligations for various capital projects and other purposes and to provide for the terms and the security of such bonds and notes in accordance with Title 18A, Education, of the New Jersey Statutes and other applicable laws or to provide for its capital projects and financings by some alternative means. The Board of Education desires to undertake such transactions at the most advantageous terms available to it.

2. Bond Counsel, in consideration of the making and the signing of the within Agreement, agrees to render the following services to the School District:

A. Bond Counsel will advise the School District as to the alternate methods of financing capital projects and other purposes.

B. Bond Counsel will prepare a tentative time-table for the steps to be taken for any financing and will submit it for review to the appropriate Board representatives.

C. Bond Counsel will draft the resolution authorizing any proposal to be submitted to the voters at a special or annual school district election.

D. Bond Counsel will help make necessary applications to appropriate State agencies.

E. Upon approval by the voters, Bond Counsel will work, together with the appropriate representatives of the Board, to assemble and to review a record of proceedings.

F. When the Board of Education determines to issue bonds, Bond Counsel will prepare the necessary resolutions or other operative documents to set up the bond sale. Bond Counsel will see to the printing and to the distribution of the Official Statement to those financial institutions that customarily submit bids for new bond issues of that type. Bond Counsel will arrange for the publication of the notice of sale in The Bond Buyer and other required places and will answer inquiries made by the investment community concerning the bond sale. Bond Counsel will attend the bond sale and will render legal advice as necessary concerning the submission of bids for the bonds in accordance with the notice of sale and the requirements of law. After the bond sale, Bond Counsel will prepare the bonds for execution, will prepare and will see to the execution of the necessary closing certificates and will establish the time and the place for the delivery of the bonds to the successful bidder. Bond Counsel will attend the closing, at which time the bonds will be delivered, payment will be made for the bonds and Bond Counsel will issue a final approving legal opinion with respect to the validity of the bonds.

G. Should the Board of Education determine to engage in short-term financing through the issuance of temporary notes or other obligations, Bond Counsel will prepare the necessary resolutions or other operative documents to authorize the sale of such notes or obligations. When the purchaser and the details of the obligations have been determined, Bond Counsel will prepare the obligations for execution and will prepare the appropriate closing papers and an approving legal opinion with respect to the obligations. Generally it is not necessary for Bond Counsel to attend the closing for notes. The School District will be authorized to release the approving legal opinion of Bond Counsel when the appropriate closing documents are executed and delivered and payment for the notes has been received. Unless requested otherwise, Bond Counsel will forward notes, closing papers and the approving legal opinion to the Business Administrator for execution and delivery.

H. Bond Counsel will provide advice in regard to the effect of arbitrage regulations on the issuance of bonds, temporary notes or other obligations and the investment of the proceeds thereof.

I. In the event the School District decides to enter into a capital lease, equipment lease or energy savings improvement program financing, Bond Counsel will advise the School District as to alternatives and the appropriate procedures, will draft all necessary documents and instruments, will assist in the application for any necessary State approvals and will deliver an opinion as to the validity and the enforceability of the lease or other obligations and the exemption from federal income taxes of the portion of any payment deemed to be interest on the obligation.

3. The School District will make payment to Bond Counsel for services rendered in accordance with the following schedule:

A. For basic services rendered in connection with the preparation for a bond referendum through the review of the record of proceedings in connection therewith, the fee will be \$5,000.

B. For basic services rendered in connection with a permanent bond sale, the fee will be \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 and \$.75 per thousand dollars of any bonds in excess of \$15,000,000.

C. The base fee for each temporary financing issue not involving preparation of an Official Statement or attendance at the closing shall be \$.50 per thousand dollars of notes for the first \$15,000,000 notes issued and \$.40 per thousand dollars of notes for any notes issued over the first \$15,000,000, with a minimum fee of \$1,000 for temporary notes.

D. The following services will be rendered at an hourly rate of \$215 for attorney time and \$135 per hour for legal assistants: services rendered in connection with arbitrage compliance and related tax analysis, services involving offering, disclosure, official statement or private placement due diligence assistance work in connection with the issuance of obligations, attendance at meetings, attention to any litigation that may occur, construction contract drafting or negotiations and procurement advice, including review or drafting of power purchase agreements, negotiation or drafting of applications for financial assistance including BPU grants, energy rebates, tax credits, solar renewal energy certificates or similar financial programs, applications to State agencies, including the State Department of Education, the Local Finance Board, the Schools Development Authority or other agencies, review of documents and rendering of legal opinions required in connection with the issuance of a credit support such as bond insurance or a letter of credit, applications to the Federal Reserve Bank for investments of proceeds of obligations in State and Local Government Series Obligations and unique research and analysis and services rendered beyond the scope of the services described in this Agreement. In the event any transaction cannot be completed except for a refunding issue as set forth below, the fee to be charged will be a reasonable one, based on the services performed and the hourly rates set forth in this subsection.

E. For services rendered in connection with energy savings obligation refunding bonds or equipment lease purchase agreements under an Energy Savings Improvement Program, an energy savings equipment lease or a capital facilities lease, the base fee will be \$15,000 plus \$1.00 per thousand dollars of securities issued.

F. For services rendered in connection with an ordinary equipment lease in an amount not exceeding \$1,000,000, our fee will be \$3,500; in an amount not exceeding \$2,000,000, our fee will be \$4,500; in an amount not exceeding \$3,000,000, our fee will be \$5,500; in an amount not exceeding \$4,000,000, our fee will be \$6,500; and in an amount not exceeding \$5,000,000, our fee will be \$7,500.

G. In the event of a refunding issue, which may provide for an escrow agreement and the investment of the proceeds consistent with the restrictions of the Internal Revenue Code, to provide for the payment of a prior issue of bonds, a fee will be quoted based upon the structure of the proposed financing and the services required. Services rendered for such a transaction are performed on a contingency basis. That is, payment will be made to Bond Counsel by the Board of Education only in the event that the refunding transaction closes.

H. In the event that a bond sale is held but all bids are rejected or the sale is cancelled, or a transaction is abandoned prior to completion, or this Agreement is terminated prior to the sale of bonds or completion of a transaction, the fee to be charged shall be a reasonable one, based on the services performed at the hourly rates set forth herein.

I. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, filing fees, computer assisted research, book binding, messenger service or other costs advanced on behalf of the Board of Education.

4. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination. It is anticipated that it will remain in effect until completion of the District's capital project.

5. Bond Counsel and the Board of Education incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7 promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Bond Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.5(a) and N.J.A.C. 17:27-3.7.

6. Bond Counsel and the Board of Education hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

RESOLUTION OF THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY DETERMINING TO ACQUIRE AND TO FINANCE CERTAIN ENERGY CONSERVATION MEASURES AND EQUIPMENT BY MEANS OF A LEASE PURCHASE FINANCING IN AN AMOUNT NOT EXCEEDING \$13,225,000, AUTHORIZING THE ADVERTISEMENT FOR BIDS TO FINANCE THE ENERGY CONSERVATION MEASURES AND EQUIPMENT, DELEGATING THE AUTHORITY TO AWARD THE BID, AUTHORIZING THE EXECUTION OF THE LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS AND AUTHORIZING OTHER ACTIONS NECESSARY TO COMPLETE THE TRANSACTION

WHEREAS, The Board of Education of the Township of West Orange in the County of Essex, New Jersey (the "School District") is a political subdivision created by law, and the Board of Education (the "Board of Education") of the School District is charged by law with the responsibility of providing a system of public education within the School District over which it has jurisdiction and has the authority to provide Energy Conservation Measures and Equipment for the School District and financing for it in accordance with the Energy Savings Improvement Program Law, N.J.S.A. 18A:18A:4.6 and as otherwise permitted and authorized by law; and

WHEREAS this Board of Education hired CDM Smith to perform an energy audit of its school facilities in accordance with the Board of Public Utilities Local Government Energy Audit Grant Program and thereafter determined to consider the adoption and implementation of an energy savings improvement program pursuant to N.J.S.A. 18A:18A-4.6 and to seek the assistance of an energy services company through competitive contracting pursuant to N.J.S.A. 18A:18A-4.6(b)(1) and N.J.S.A. 18A:18A-4.1 for assistance with the development and implementation of an energy savings plan; and

WHEREAS this Board of Education advertised on September 27, 2013 for receipt of proposals by December 20, 2013 through competitive contracting in accordance with N.J.S.A. 18A:18A-4.1 *et seq.* to select an Energy Services Company in order to prepare an energy savings plan with the intent to later enter into a contract to implement energy conservation measures selected by the Board of Education and described in the plan: and

WHEREAS after receipt and review of proposals this Board of Education selected Honeywell Building Solutions as its Energy Services Company to assist the Board of Education with its energy savings program in accordance with the requirements of the competitive contracting process set forth in N.J.S.A. 18A:18A-4.1 *et seq.*; and

WHEREAS Honeywell Building Solutions has worked with the representatives of the Board of Education to develop an energy savings plan and has presented the proposed plan to this Board of Education; and

WHEREAS this Board of Education hired DLB, a qualified independent third party, to verify that the projected energy savings to be realized from the proposed program has been calculated as required by law, DLB has issued its report to this effect and the report and proposed plan have been submitted to BPU for review; and

WHEREAS, after reviewing the proposed plan, this Board of Education determined that it is in the best interest of the School District to approve and adopt the Energy Savings Plan for the School District and adopted the Energy Savings Plan on December 15, 2014; and

WHEREAS the Energy Savings Plan has been posted on the Board of Education's website and submitted to the Board of Public Utilities for posting on its website; and

WHEREAS the Board of Education has determined to finance the program through a lease purchase agreement pursuant N.J.S.A. 18A:18A-4.6(c); and

WHEREAS, the Board has selected McManimon, Scotland & Baumann, LLC, as special counsel (the "Special Counsel") and, Phoenix Advisors as Financial Advisor (the "Financial Advisor") for the purpose of advising and assisting with the proposed lease purchase financing of the Energy Conservation Measures and Equipment; and

WHEREAS, in accordance with the procedures set forth in N.J.S.A 18A:18A-1 *et. seq.* ("Public School Contract Law") and the regulations promulgated thereunder, the Business Administrator/Board Secretary with the assistance of the Financial Advisor and Special Counsel will develop bid specifications (the "Request for Bids") for the financing and publish a notice of the bid as required by law, and bids will be scheduled to be returned to the Business Administrator/Board Secretary, who, with the assistance of the Special Counsel and the Financial Advisor, will determine the lowest responsive and responsible bidder to purchase the lease purchase agreement from the Board of Education (hereinafter referred to as the "Purchaser"); and

WHEREAS, the Board desires to authorize the delegation of the award of the bid to the Business Administrator/Board Secretary and further authorizes the Board President, the Superintendent and/or the Business Administrator/Board Secretary, with the assistance of the Financial Advisor and Special Counsel, to prepare and to execute on behalf of the School District a lease purchase agreement and certain other documents and agreements necessary or incidental to the transactions contemplated hereby; and

WHEREAS, the Board of Education will enter into the lease purchase agreement (the "Lease") and other related documents with the Purchaser in an amount not to exceed \$13,225,000 to finance the Energy Conservation Measures and the Equipment, including financing and incidental costs; now therefore

BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE IN THE COUNTY OF ESSEX, NEW JERSEY as follows:

Section 1. The Board of Education hereby determines to finance the Energy Conservation Measures and Equipment, including financing and incidental costs, by means of a lease purchase financing in the principal amount not to exceed \$13,225,000 pursuant to and in accordance with the requirements of N.J.S.A. 18A:4.6(c) the Public School Contracts Law. The Superintendent, the Business Administrator/Board Secretary, the Special Counsel, the Financial Advisor and other appropriate representatives of the Board of Education (the "Professionals") are hereby authorized to prepare the necessary timetables, Request for Bids, notices and other related documents and to take other steps necessary to prepare for and to implement the proposed financing.

Section 2. The Board of Education hereby authorizes, approves and/or ratifies, as the case may be, the publication of the notice of the Request for Bids in accordance with the requirements of the Public School Contracts Law in order to prepare for the proposed transaction.

Section 3. The Business Administrator/Board Secretary is authorized to award the bid and the Lease to the lowest bidder in accordance with the Request for Bids and the bid proposals submitted to the Business Administrator/Board Secretary, which winning bid proposal will be retained on file in the Business Administrator/Board Secretary's office. The Purchaser's interest rate will be held fixed for a period of thirty (30) days from the date of the bid. If the closing does not occur within thirty (30) days for the date of the bid, the interest rate will be calculated in accordance with the index rate established by the Financial Advisor and set forth in the Request for Bids.

Section 4. The Board President, the Superintendent and/or the Business Administrator/Board Secretary are hereby authorized to negotiate, execute and deliver, subject to the review of Special Counsel, the Lease, an agent or an escrow agreement, an assignment agreement, if necessary, and such other documents as may be necessary to consummate the transaction. The Board of Education authorizes the Business Administrator/Board Secretary to establish an escrow account for the deposit of the lease proceeds and to direct the deposit and investment of the lease proceeds in the escrow for the construction period in accordance with the requirements of law. The Business Administrator/Board Secretary is also authorized to pay any agreed upon fees of the escrow agent and others necessary for the financing. The Board President and/or the Business Administrator/Board Secretary are also authorized and directed to take on behalf of the Board of Education such other actions as shall be necessary and appropriate to accomplish the lease purchase financing for the Energy Conservation Measures and the Equipment in accordance with the terms of the Lease and this resolution and pursuant to the terms of the agreements and instruments authorized to be prepared hereby and to accomplish the performance of the obligations of the Board of Education in respect thereto. The signatures of such officers on documents shall be deemed to create a conclusive presumption of the review of the form thereof by Special Counsel and the authorization to act on behalf of this Board of Education with respect thereto.

Section 5. The payment of rent or other monies due under the Lease shall be made only from the General Fund of the Board of Education. The obligations of the Board of Education shall not constitute indebtedness of the Board of Education, the Township of West Orange or of any department, agency or political subdivision thereof. The Lease shall set forth the term of the Lease, the rental payments to be paid by the Board of Education in respect

thereof, the dates on which such rent shall be due and payable and all other terms and conditions thereof.

Section 6. The Board of Education hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of the interest portion of rent paid under the Lease, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Lease, if applicable.

Section 7. The Board of Education hereby declares its intent to issue the Lease in the expected maximum principal amount set forth herein and to use the proceeds of the Lease to pay or reimburse expenditures for the costs of the purpose for which the Lease is authorized herein. This resolution is a declaration of intent within the meaning and for the purposes of Treasury Regulations Section 1.150-2 or any successor provisions of federal income tax law.

Section 8. The Board of Education hereby reaffirms and ratifies its determination that the energy savings generated from reduced energy use from the Energy Conservation Measures set for in the Energy Savings Plan will be sufficient to cover the cost of the program's Energy Conservation Measures, that it is in the best interest of the School District to implement the Energy Savings plan pursuant to N.J.S.A. 18A:18A-4.6 and that it reaffirms and ratifies its approval of the Energy Savings Plan in the form submitted to and approved by the BPU.

Section 9. This resolution shall take effect immediately.

1/22 4:55pm

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
General Fund - Fund 10 (including subfunds 18 & 19)
Interim Balance Sheet
For 6 Month Period Ending 12/31/2014

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ASSETS AND RESOURCES

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--- A S S E T S ---

101	Cash in bank		\$10,481,026.29
102-108	Cash and cash equivalents		\$22,000.00
116	Capital reserve Account		\$519,878.00
	Accounts receivable:		
132	Interfund	\$861,903.36	
141	Intergovernmental - State	\$6,163.58	
143	Intergovernmental - Other	\$6,542.79	
153,154	Other (net of est uncollectible of \$_____)	(\$45.00)	\$874,564.73
	Other Current Assets		\$954,736.54

--- R E S O U R C E S ---

301	Estimated Revenues	134,330,487.00	
302	Less Revenues	(\$65,613,002.20)	
			\$68,717,484.80

	Total assets and resources		\$81,569,690.36
			=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
General Fund - Fund 10 (including subfunds 18 & 19)
Interim Balance Sheet
For 6 Month Period Ending 12/31/2014

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LIABILITIES AND FUND EQUITY

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--- L I A B I L I T I E S ---

421	Accounts Payable	\$5,968,346.76
	Other current liabilities	\$1,090,121.85
	TOTAL LIABILITIES	\$7,058,468.61

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F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for Encumbrances - Current Year	\$63,317,530.56
754	Reserve for Encumbrance - Prior Year	\$88,818.20
	Reserved fund balance:	
760	Reserved Fund Balance	\$519,878.00
601	Appropriations	137,577,840.96
602	Less : Expenditures	\$66,421,089.12
603	Encumbrances	\$63,406,348.76 (129,827,437.88)
		\$7,750,403.08
	Total Appropriated	\$71,676,629.84
---	U n a p p r o p r i a t e d ---	
770	Unreserved Fund Balance -	\$5,260,891.91
303	Budgeted Fund Balance	(\$2,426,300.00)
	TOTAL FUND BALANCE	\$74,511,221.75
	TOTAL LIABILITIES AND FUND EQUITY	\$81,569,690.36

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West Orange Board of Education
 General Fund - Fund 10 (including subfunds 18 & 19)
 Interim Balance Sheet
 For 6 Month Period Ending 12/31/2014

RECAPITULATION OF FUND BALANCE:	Budgeted	Actual	Variance
Appropriations	137,577,840.96	129,827,437.88	\$7,750,403.08
Revenues	(134,330,487.00)	(\$65,613,002.20)	(\$68,717,484.80)
	<u>\$3,247,353.96</u>	<u>\$64,214,435.68</u>	<u>(\$60,967,081.72)</u>
Less: Adjust for prior year encumb.	<u>(\$821,053.96)</u>	<u>(\$821,053.96)</u>	
Budgeted Fund Balance	<u>\$2,426,300.00</u>	<u>\$63,393,381.72</u>	<u>(\$60,967,081.72)</u>
Recapitulation of Budgeted Fund Balance by Subfund			
Fund 10 (includes 10, 11, 12, and 13)	\$2,426,300.00	\$63,393,381.72	(\$60,967,081.72)
Fund 18 (Restricted ED JOBS)	\$0.00	\$0.00	\$0.00
Fund 19 (Restricted FEMA Block Grants)	\$0.00	\$0.00	\$0.00
TOTAL Budgeted Fund Balance	<u>\$2,426,300.00</u>	<u>\$63,393,381.72</u>	<u>(\$60,967,081.72)</u>

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
GENERAL FUND - FUND 10 (including subfunds 18 & 19)
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 6 Month Period Ending 12/31/2014

		BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***					
1XXX	From Local Sources	125,840,952.00	\$62,849,105.68		\$62,991,846.32
2XXX	From Intermediate Sources		\$100.00		(\$100.00)
3XXX	From State Sources	\$8,339,535.00	\$2,591,821.00		\$5,747,714.00
4XXX	From Federal Sources	\$150,000.00	\$171,975.52		(\$21,975.52)
TOTAL REVENUE/SOURCES OF FUNDS		134,330,487.00	\$65,613,002.20		\$68,717,484.80
*** EXPENDITURES ***					
--- CURRENT EXPENSE ---					
11-1XX-100-XXX	Regular Programs - Instruction	\$43,637,281.64	\$19,036,201.60	\$23,540,203.57	\$1,060,876.47
11-2XX-100-XXX	Special Education - Instruction	\$13,105,199.96	\$5,794,015.77	\$7,263,254.20	\$47,929.99
11-230-100-XXX	Basic Skills - Remedial Instruction	\$2,765,300.73	\$833,612.60	\$1,920,667.69	\$11,020.44
11-240-100-XXX	Bilingual Education - Instruction	\$1,289,610.68	\$520,450.40	\$765,594.60	\$3,565.68
11-401-100-XXX	School-Spon. Cocurr. Acti-Instr	\$476,868.00	\$76,105.52	\$7,330.85	\$393,431.63
11-402-100-XXX	School-Spons. Athletics - Instruction	\$1,181,976.36	\$430,298.79	\$45,736.12	\$705,941.45
--- UNDISTRIBUTED EXPENDITURES ---					
11-000-100-XXX	Instruction	\$9,087,889.58	\$3,942,544.54	\$3,429,077.87	\$1,716,267.17
11-000-211-XXX	Attendance and Social Work Services	\$157,701.00	\$82,871.10	\$71,353.80	\$3,476.10
11-000-213-XXX	Health Services	\$1,329,002.94	\$639,073.96	\$610,556.41	\$79,372.57
11-000-216-XXX	Speech, OT,PT & Related Svcs	\$1,623,281.00	\$679,670.30	\$935,610.70	\$8,000.00
11-000-217-XXX	Other Support Serv - Students Extra Srvc	\$1,690,821.00	\$624,344.32	\$1,058,251.33	\$8,225.35
11-000-218-XXX	Guidance	\$2,792,465.00	\$1,130,878.38	\$1,561,668.08	\$99,918.54
11-000-219-XXX	Child Study Teams	\$3,193,833.97	\$1,286,920.24	\$1,783,186.25	\$123,727.48
11-000-221-XXX	Improv of Inst. - Instruc Staff	\$160,778.00	\$130,425.78	\$29,972.17	\$380.05
11-000-222-XXX	Educational Media Serv/School Library	\$1,289,678.77	\$575,189.07	\$676,126.10	\$38,363.60
11-000-223-XXX	Instructional Staff Training Services	\$143,178.50	\$81,186.12	\$17,613.60	\$44,378.78
11-000-230-XXX	Supp. Serv.-General Administration	\$1,869,656.88	\$1,016,116.57	\$541,645.64	\$311,894.67
11-000-240-XXX	Supp. Serv.-School Administration	\$7,207,874.94	\$3,425,587.62	\$3,463,668.52	\$318,618.80
11-000-25X-XXX	Central Serv & Admin. Inform. Tech.	\$1,569,399.87	\$1,004,281.96	\$549,381.44	\$15,736.47
11-000-261-XXX	Require Maint. for School Facilities	\$2,823,773.68	\$1,865,848.70	\$907,572.57	\$50,352.41
11-000-262-XXX	Custodial Services	\$7,719,123.05	\$3,869,287.05	\$3,450,265.76	\$399,570.24
11-000-263-XXX	Care and Upkeep of Grounds	\$372,045.00	\$128,286.68	\$240,330.17	\$3,428.15
11-000-266-XXX	Security	\$450,000.00	\$238,964.45	\$210,717.05	\$318.50
11-000-270-XXX	Student Transportation Services	\$7,944,972.11	\$4,134,589.73	\$3,333,040.94	\$477,341.44
11-XXX-XXX-2XX	Allocated and Unallocated Benefits	\$20,943,412.86	\$12,512,362.62	\$6,649,003.88	\$1,782,046.36
TOTAL GENERAL CURRENT EXPENSE EXPENDITURES/USES OF FUNDS		134,825,125.52	\$64,059,113.87	\$63,061,829.31	\$7,704,182.34

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 and 19)
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 6 Month Period Ending 12/31/2014

*** EXPENDITURES - cont'd ***	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
*** CAPITAL OUTLAY ***				
12-XXX-XXX-73X Equipment	\$677,614.00	\$549,981.82	\$114,015.79	\$13,616.39
12-000-4XX-XXX Facilities acquisition & constr. serv.	\$1,819,929.44	\$1,688,061.43	\$122,745.66	\$9,122.35
	-----	-----	-----	-----
TOTAL CAP OUTLAY EXPEND./USES OF FUNDS	\$2,497,543.44	\$2,238,043.25	\$236,761.45	\$22,738.74
	=====	=====	=====	=====
10-000-100-56X Transfer of Funds to Charter Schools	\$255,172.00	\$123,932.00	\$107,758.00	\$23,482.00
TOTAL GENERAL FUND EXPENDITURES	137,577,840.96	\$66,421,089.12	\$63,406,348.76	\$7,750,403.08
	=====	=====	=====	=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
GENERAL FUND - FUND 10 (including subfunds 18 & 19)
SCHEDULE OF REVENUES
ACTUAL COMPARED WITH ESTIMATED
For 6 Month Period Ending 12/31/2014

		ESTIMATED	ACTUAL	UNREALIZED
		-----	-----	-----
--- LOCAL SOURCES ---				
1210	Local Tax Levy	125,184,960.00	\$62,592,479.98	\$62,592,480.02
1310	Tuition from Individuals		\$300.00	(\$300.00)
1320	Tuition from LEAs Within State	\$450,000.00	\$80,511.93	\$369,488.07
1340	Tuition from Other Sources		\$20,875.00	(\$20,875.00)
1910	Rents and Royalties		\$54,650.00	(\$54,650.00)
1XXX	Miscellaneous	\$205,992.00	\$100,288.77	\$105,703.23
	TOTAL	125,840,952.00	\$62,849,105.68	\$62,991,846.32
		=====	=====	=====
2XXX	Intermediate Sources		\$100.00	(\$100.00)
		=====	=====	=====
--- STATE SOURCES ---				
3121	Categorical Transportation Aid	\$438,150.00	.00	\$438,150.00
3131	Extraordinary Aid	\$1,389,008.00	.00	\$1,389,008.00
3132	Categorical Special Education Aid	\$4,191,194.00	\$2,591,821.00	\$1,599,373.00
3176	Equalization	\$1,793,898.00	.00	\$1,793,898.00
3177	Categorical Security	\$386,465.00	.00	\$386,465.00
3178	Adjustment Aid	\$140,820.00	.00	\$140,820.00
	TOTAL	\$8,339,535.00	\$2,591,821.00	\$5,747,714.00
		=====	=====	=====
--- FEDERAL SOURCES ---				
4200	Medicaid Reimbursement	\$150,000.00	\$171,975.52	(\$21,975.52)
	TOTAL	\$150,000.00	\$171,975.52	(\$21,975.52)
		=====	=====	=====
--- OTHER FINANCING SOURCES ---				
	TOTAL REVENUES/SOURCES OF FUNDS	134,330,487.00	\$65,613,002.20	\$68,717,484.80
		=====	=====	=====

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
GENERAL FUND - FUND 10 (including subfunds 18 & 19)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
*** GENERAL CURRENT EXPENSE ***				
--- Regular Programs - Instruction ---				
11-110-100-101 Kindergarten - Salaries of Teachers	\$1,931,039.00	\$784,562.79	\$1,136,929.21	\$9,547.00
11-120-100-101 Grades 1-5 - Salaries of Teachers	\$14,419,442.00	\$5,803,926.63	\$8,256,794.66	\$358,720.71
11-130-100-101 Grades 6-8 - Salaries of Teachers	\$9,500,084.00	\$3,935,614.94	\$5,519,712.31	\$44,756.75
11-140-100-101 Grades 9-12 - Salaries of Teachers	\$13,317,238.00	\$5,339,188.33	\$7,916,664.97	\$61,384.70
--- Regular Programs - Home Instruction ---				
11-150-100-101 Salaries of Teachers	\$300,000.00	\$218,686.60	\$0.00	\$81,313.40
11-150-100-320 Purchased Prof.-Ed. Services	\$100,000.00	\$62,796.08	\$16,800.00	\$20,403.92
--- Regular Programs - Undistr. Instruction ---				
11-190-100-106 Other Salaries for Instruction	\$659,271.84	\$369,219.72	\$263,398.68	\$26,653.44
11-190-100-320 Purchased Prof.-Ed. Services	\$118,850.00	\$27,447.50	\$19,475.00	\$71,927.50
11-190-100-500 Other Purch. Serv. (400-500 series)	\$927,552.04	\$654,487.42	\$211,676.69	\$61,387.93
11-190-100-610 General Supplies	\$1,616,573.76	\$1,350,691.08	\$119,633.97	\$146,248.71
11-190-100-640 Textbooks	\$442,631.00	\$244,355.13	\$78,743.08	\$119,532.79
11-190-100-800 Other Objects	\$304,600.00	\$245,225.38	\$375.00	\$58,999.62
TOTAL	\$43,637,281.64	\$19,036,201.60	\$23,540,203.57	\$1,060,876.47
--- SPECIAL EDUCATION - INSTRUCTION ---				
Cognitive - Mild:				
11-201-100-101 Salaries of Teachers	\$692,240.00	\$241,200.70	\$445,896.30	\$5,143.00
11-201-100-106 Other Salaries for Instruction	\$568,537.00	\$290,662.86	\$273,758.14	\$4,116.00
11-201-100-610 General Supplies	\$4,394.75	\$3,992.99	\$208.95	\$192.81
11-201-100-640 Textbooks	\$1,070.00	\$899.96	.00	\$170.04
TOTAL	\$1,266,241.75	\$536,756.51	\$719,863.39	\$9,621.85
11-202-100-106 Other Salaries for Instruction	\$7.65	.00	.00	\$7.65
TOTAL	\$7.65	\$0.00	\$0.00	\$7.65
Learning and/or Language Disabilities:				
11-204-100-101 Salaries of Teachers	\$1,811,024.00	\$880,995.07	\$927,004.93	\$3,024.00
11-204-100-106 Other Salaries for Instruction	\$656,963.40	\$373,103.80	\$279,795.20	\$4,064.40
11-204-100-610 General Supplies	\$25,000.00	\$23,181.37	\$599.50	\$1,219.13
11-204-100-640 Textbooks	\$1,500.00	\$813.15	.00	\$686.85
TOTAL	\$2,494,487.40	\$1,278,093.39	\$1,207,399.63	\$8,994.38
11-209-100-640 Textbooks	\$850.00	.00	.00	\$850.00
TOTAL	\$850.00	\$0.00	\$0.00	\$850.00
11-212-100-106 Other Salaries for Instruction	\$206,951.00	\$82,541.20	\$123,811.80	\$598.00
TOTAL	\$206,951.00	\$82,541.20	\$123,811.80	\$598.00
Resource Room/Resource Center:				
11-213-100-101 Salaries of Teachers	\$5,664,668.00	\$2,379,897.73	\$3,268,154.37	\$16,615.90
11-213-100-106 Other Salaries for Instruction	\$1,063,546.76	\$419,338.33	\$643,236.00	\$972.43
11-213-100-610 General supplies	\$8,500.00	\$1,579.72	.00	\$6,920.28
11-213-100-640 Textbooks	\$3,000.00	\$2,470.34	.00	\$529.66

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL	\$6,739,714.76	\$2,803,286.12	\$3,911,390.37	\$25,038.27
Autisim:				
11-214-100-101 Salaries of Teachers	\$383,140.00	\$181,908.80	\$200,241.20	\$990.00
11-214-100-106 Other Salaries for Instruction	\$713,244.00	\$436,719.49	\$275,741.51	\$783.00
11-214-100-610 General Supplies	\$4,262.40	\$3,547.86	\$454.25	\$260.29
TOTAL	\$1,100,646.40	\$622,176.15	\$476,436.96	\$2,033.29
Preschool Disabilities - Full-Time:				
11-216-100-101 Salaries of Teachers	\$604,511.00	\$213,359.06	\$391,041.94	\$110.00
11-216-100-106 Other Salaries for Instruction	\$689,790.00	\$256,408.25	\$433,260.36	\$121.39
11-216-100-600 General Supplies	\$2,000.00	\$1,395.09	\$49.75	\$555.16
TOTAL	\$1,296,301.00	\$471,162.40	\$824,352.05	\$786.55
TOTAL SPECIAL ED - INSTRUCTION	\$13,105,199.96	\$5,794,015.77	\$7,263,254.20	\$47,929.99
--- Basic Skills/Remedial-Instruction ---				
11-230-100-101 Salaries of Teachers	\$2,733,213.00	\$815,242.25	\$1,914,619.52	\$3,351.23
11-230-100-500 Other Purch. Serv. (400-500 series)	\$1,000.00	.00	\$180.00	\$820.00
11-230-100-610 General Supplies	\$31,087.73	\$18,370.35	\$5,868.17	\$6,849.21
TOTAL	\$2,765,300.73	\$833,612.60	\$1,920,667.69	\$11,020.44
--- Bilingual Education-Instruction ---				
11-240-100-101 Salaries of Teachers	\$1,229,448.00	\$496,860.40	\$730,209.60	\$2,378.00
11-240-100-106 Other Salaries for Instruction	\$59,312.68	\$23,590.00	\$35,385.00	\$337.68
11-240-100-610 General Supplies	\$850.00	.00	.00	\$850.00
TOTAL	\$1,289,610.68	\$520,450.40	\$765,594.60	\$3,565.68
--- School spons.cocurricular activities-Instruction ---				
11-401-100-100 Salaries	\$393,268.00	\$54,737.50	.00	\$338,530.50
11-401-100-800 Other Objects	\$83,600.00	\$21,368.02	\$7,330.85	\$54,901.13
TOTAL	\$476,868.00	\$76,105.52	\$7,330.85	\$393,431.63
--- School sponsored athletics-Instruct. ---				
11-402-100-100 Salaries	\$816,109.00	\$311,357.00	\$19,796.00	\$484,956.00
11-402-100-500 Purchased Services (300-500 series)	\$172,600.00	\$34,011.55	\$315.00	\$138,273.45
11-402-100-600 Supplies and Materials	\$108,011.66	\$75,533.04	\$19,486.62	\$12,992.00
11-402-100-800 Other Objects	\$85,255.70	\$9,397.20	\$6,138.50	\$69,720.00
TOTAL	\$1,181,976.36	\$430,298.79	\$45,736.12	\$705,941.45
--- UNDISTRIBUTED EXPENDITURES ---				
--- Instruction ---				
11-000-100-561 Tuition to Other LEAs within State Regular	\$58,855.00	\$30,439.42	\$27,919.00	\$496.58
11-000-100-562 Tuition to Other LEAs within State Special	\$1,376,639.80	\$567,377.87	\$763,346.40	\$45,915.53
11-000-100-563 Tuition to Co.Voc.School Dist.-reg.	\$115,612.17	\$39,752.35	\$46,697.90	\$29,161.92
11-000-100-564 Tuition to Co.Voc. School Dist.-spec.	\$61,200.00	\$22,048.60	\$36,218.40	\$2,933.00
11-000-100-565 Tuition to Co.Spec.Serv. & Reg. Day schls	\$174,245.00	\$22,151.50	\$9,764.50	\$142,329.00
11-000-100-566 Tuition to Priv Sch for Disbl w/i State	\$7,203,502.61	\$3,256,719.80	\$2,545,131.67	\$1,401,651.14
11-000-100-567 Tuition Priv Sch Disbl & Otr LEA o/s State	\$57,870.00	\$4,055.00	.00	\$53,815.00

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
11-000-100-568 Tuition - State Facilities	\$39,965.00	.00	.00	\$39,965.00
TOTAL	\$9,087,889.58	\$3,942,544.54	\$3,429,077.87	\$1,716,267.17
--- Attendance and social work services ---				
11-000-211-100 Salaries	\$157,201.00	\$82,532.10	\$71,192.80	\$3,476.10
11-000-211-500 Other Purchd. Serv.(400-500 series)	\$500.00	\$339.00	\$161.00	.00
TOTAL	\$157,701.00	\$82,871.10	\$71,353.80	\$3,476.10
--- Health services ---				
11-000-213-100 Salaries	\$1,055,734.00	\$474,949.54	\$571,377.46	\$9,407.00
11-000-213-300 Purchased Prof. & Tech. Svc.	\$20,000.00	\$8,882.55	\$840.00	\$10,277.45
11-000-213-500 Other Purchd. Serv.(400-500 series)	\$83,503.69	\$70,169.53	\$5,920.86	\$7,413.30
11-000-213-600 Supplies and Materials	\$20,532.21	\$11,352.92	\$4,398.59	\$4,780.70
11-000-213-800 Other Objects	\$149,233.04	\$73,719.42	\$28,019.50	\$47,494.12
TOTAL	\$1,329,002.94	\$639,073.96	\$610,556.41	\$79,372.57
--- Speech, OT,PT & Related Svcs ---				
11-000-216-100 Salaries	\$1,611,861.00	\$676,250.30	\$935,610.70	.00
11-000-216-320 Purchased Prof. Ed. Services	\$11,420.00	\$3,420.00	.00	\$8,000.00
TOTAL	\$1,623,281.00	\$679,670.30	\$935,610.70	\$8,000.00
--- Other support services - Students - Extra Srvs				
11-000-217-100 Salaries	\$1,277,000.00	\$461,026.84	\$815,462.14	\$511.02
11-000-217-320 Purchased Prof. Ed. Services	\$408,821.00	\$161,394.75	\$242,789.19	\$4,637.06
11-000-217-600 Supplies and Materials	\$5,000.00	\$1,922.73	.00	\$3,077.27
TOTAL	\$1,690,821.00	\$624,344.32	\$1,058,251.33	\$8,225.35
--- Guidance ---				
11-000-218-104 Salaries Other Prof. Staff	\$2,415,894.00	\$945,053.04	\$1,405,641.96	\$65,199.00
11-000-218-105 Sal Secr. & Clerical Asst.	\$275,739.00	\$121,309.17	\$153,957.83	\$472.00
11-000-218-320 Purchased Prof. - Ed. Services	\$90,832.00	\$57,092.97	.00	\$33,739.03
11-000-218-600 Supplies and Materials	\$10,000.00	\$7,423.20	\$2,068.29	\$508.51
TOTAL	\$2,792,465.00	\$1,130,878.38	\$1,561,668.08	\$99,918.54
--- Child Study Teams ---				
11-000-219-104 Salaries Other Prof. Staff	\$2,715,151.00	\$1,089,994.60	\$1,522,550.40	\$102,606.00
11-000-219-105 Sal Secr. & Clerical Asst.	\$340,000.00	\$113,303.22	\$226,472.78	\$224.00
11-000-219-320 Purchased Prof. - Ed. Services	\$52,562.71	\$30,360.29	\$15,425.00	\$6,777.42
11-000-219-591 Residential Costs	\$9,000.00	.00	.00	\$9,000.00
11-000-219-592 Misc Purch Ser(400-500 O/than Resid costs)	\$10,853.32	\$4,013.92	\$2,588.00	\$4,251.40
11-000-219-600 Supplies and Materials	\$66,266.94	\$49,248.21	\$16,150.07	\$868.66
TOTAL	\$3,193,833.97	\$1,286,920.24	\$1,783,186.25	\$123,727.48
--- Improv. of instr. Serv. ---				
11-000-221-102 Salaries Superv. of Instr.	\$380.00	.00	.00	\$380.00
11-000-221-105 Sal Secr. & Clerical Asst.	\$160,398.00	\$130,425.78	\$29,972.17	\$0.05
TOTAL	\$160,778.00	\$130,425.78	\$29,972.17	\$380.05

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
--- Educational media serv./sch.library ---				
11-000-222-100 Salaries	\$1,144,181.00	\$473,466.80	\$653,854.20	\$16,860.00
11-000-222-600 Supplies and Materials	\$145,497.77	\$101,722.27	\$22,271.90	\$21,503.60
TOTAL	\$1,289,678.77	\$575,189.07	\$676,126.10	\$38,363.60
--- Instructional Staff Training Services ---				
11-000-223-104 Salaries Other Prof. Staff	\$22,500.00	\$21,528.64	.00	\$971.36
11-000-223-320 Purchased Prof. - Ed. Services	\$50,000.00	\$40,995.20	.00	\$9,004.80
11-000-223-500 Other Purchased Services (400-500 series)	\$62,678.50	\$17,553.53	\$16,517.50	\$28,607.47
11-000-223-600 Supplies and Materials	\$8,000.00	\$1,108.75	\$1,096.10	\$5,795.15
TOTAL	\$143,178.50	\$81,186.12	\$17,613.60	\$44,378.78
--- Support services-general administration ---				
11-000-230-100 Salaries	\$459,523.00	\$162,291.48	\$222,515.97	\$74,715.55
11-000-230-331 Legal Services	\$231,978.26	\$123,253.69	\$75,163.15	\$33,561.42
11-000-230-339 Other Purchased Prof. Svc.	\$326,300.00	\$185,726.39	\$126,651.68	\$13,921.93
11-000-230-340 Purchased Tech. Services	\$142,487.00	\$89,532.00	\$12,433.00	\$40,522.00
11-000-230-530 Communications/Telephone	\$200,000.00	\$140,919.59	.00	\$59,080.41
11-000-230-590 Other Purchased Services	\$214,732.62	\$120,202.16	\$10,799.08	\$83,731.38
11-000-230-610 General Supplies	\$10,350.00	\$4,207.49	\$4,018.00	\$2,124.51
11-000-230-820 Judgments Agst. School Dist.	\$195,081.00	\$113,921.00	\$81,160.00	.00
11-000-230-890 Misc. Expenditures	\$47,205.00	\$42,973.87	\$2,504.76	\$1,726.37
11-000-230-895 BOE Membership Dues and Fees	\$42,000.00	\$33,088.90	\$6,400.00	\$2,511.10
TOTAL	\$1,869,656.88	\$1,016,116.57	\$541,645.64	\$311,894.67
--- Support services-school administration ---				
11-000-240-103 Salaries Princ./Asst. Princ.	\$2,948,361.68	\$1,512,486.72	\$1,329,166.90	\$106,708.06
11-000-240-104 Salaries Other Prof. Staff	\$1,829,268.00	\$885,041.96	\$938,150.47	\$6,075.57
11-000-240-105 Sal. Secr. & Clerical Asst.	\$1,876,178.00	\$789,390.84	\$1,083,974.89	\$2,812.27
11-000-240-1XX Other Salaries	\$296,870.00	\$127,563.98	\$72,070.97	\$97,235.05
11-000-240-500 Other Purchased Services	\$96,693.60	\$5,893.94	\$26,262.11	\$64,537.55
11-000-240-600 Supplies and Materials	\$160,503.66	\$105,210.18	\$14,043.18	\$41,250.30
TOTAL	\$7,207,874.94	\$3,425,587.62	\$3,463,668.52	\$318,618.80
--- Central Services ---				
11-000-251-100 Salaries	\$1,046,678.20	\$697,030.47	\$349,647.73	.00
11-000-251-340 Purchased Technical Services	\$39,313.00	\$31,263.00	\$8,050.00	.00
11-000-251-592 Misc Pur Serv (400-500 series)	\$8,000.00	\$2,553.37	.00	\$5,446.63
11-000-251-600 Supplies and Materials	\$51,266.67	\$37,178.41	\$5,338.16	\$8,750.10
11-000-251-832 Interest on Lease Purchase Agreements	\$20,100.00	\$20,058.37	.00	\$41.63
11-000-251-89X Other Objects	\$53,842.00	\$51,879.20	\$891.00	\$1,071.80
TOTAL	\$1,219,199.87	\$839,962.82	\$363,926.89	\$15,310.16
--- Admin. Info. Technology ---				
11-000-252-100 Salaries	\$340,000.00	\$164,319.14	\$175,254.55	\$426.31
11-000-252-330 Purchased Prof. Services	\$10,200.00	.00	\$10,200.00	.00
TOTAL	\$350,200.00	\$164,319.14	\$185,454.55	\$426.31

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
TOTAL Cent. Svcs. & Admin IT	\$1,569,399.87	\$1,004,281.96	\$549,381.44	\$15,736.47
--- Required Maint.for School Facilities ---				
11-000-261-100 Salaries	\$1,599,179.00	\$927,993.96	\$670,218.72	\$966.32
11-000-261-420 Cleaning, Repair & Maint. Svc.	\$701,232.96	\$515,762.76	\$136,649.04	\$48,821.16
11-000-261-610 General Supplies	\$523,361.72	\$422,091.98	\$100,704.81	\$564.93
TOTAL	\$2,823,773.68	\$1,865,848.70	\$907,572.57	\$50,352.41
--- Custodial Services ---				
11-000-262-1XX Salaries	\$3,484,290.06	\$1,783,331.66	\$1,391,767.73	\$309,190.67
11-000-262-107 Salaries of Non-Instructional Aids	\$585,000.00	\$255,574.43	\$327,523.82	\$1,901.75
11-000-262-300 Purchased Prof. & Tech. Svc.	\$116,007.15	\$46,698.90	\$46,968.23	\$22,340.02
11-000-262-420 Cleaning, Repair & Maint. Svc.	\$468,917.00	\$238,734.91	\$229,927.08	\$255.01
11-000-262-490 Other Purchased Property Svc.	\$125,000.00	\$54,448.67	\$70,551.33	.00
11-000-262-520 Insurance	\$457,800.00	\$457,799.92	.00	\$0.08
11-000-262-610 General Supplies	\$163,525.00	\$101,483.00	\$18,136.44	\$43,905.56
11-000-262-621 Energy (Natural Gas)	\$402,057.01	\$73,142.99	\$328,913.48	\$0.54
11-000-262-622 Energy (Electricity)	\$1,881,856.84	\$832,786.79	\$1,035,787.66	\$13,282.39
11-000-262-8XX Other Objects	\$34,669.99	\$25,285.78	\$689.99	\$8,694.22
TOTAL	\$7,719,123.05	\$3,869,287.05	\$3,450,265.76	\$399,570.24
--- Care and Upkeep of Grounds ---				
11-000-263-100 Salaries	\$347,045.00	\$118,231.68	\$228,813.18	\$0.14
11-000-263-610 General Supplies	\$25,000.00	\$10,055.00	\$11,516.99	\$3,428.01
TOTAL	\$372,045.00	\$128,286.68	\$240,330.17	\$3,428.15
--- Security ---				
11-000-266-100 Salaries	\$450,000.00	\$238,964.45	\$210,717.05	\$318.50
TOTAL	\$450,000.00	\$238,964.45	\$210,717.05	\$318.50
TOTAL Oper & Maint of Plant Services	\$11,364,941.73	\$6,102,386.88	\$4,808,885.55	\$453,669.30
--- Student transportation services ---				
11-000-270-107 Salaries of Non-Instructional Aids		(\$13,253.00)	.00	\$13,253.00
11-000-270-160 Sal Pupil Trans(Bet Home & Sch)-reg	\$1,165,000.00	\$469,767.52	\$694,552.48	\$680.00
11-000-270-161 Sal Pupil Trans(Bet Home & Sch)-Sp Ed	\$189,197.55	\$92,208.99	\$92,782.05	\$4,206.51
11-000-270-420 Cleaning, Repair & Maint. Svc.	\$110,407.58	\$65,882.05	\$43,632.23	\$893.30
11-000-270-443 Lease Purch Payments - School Buses	\$164,000.00	\$85,614.11	.00	\$78,385.89
11-000-270-511 Contract Svc (btw Home & Sch.)-vendors	\$3,507,590.00	\$1,624,952.50	\$1,705,003.49	\$177,634.01
11-000-270-512 Contract Svc (other btw home & sch)-vndrs	\$224,000.00	\$39,397.16	\$169,570.85	\$15,031.99
11-000-270-517 Contract Svc (reg std) - ESCs	\$552,550.00	\$371,935.28	\$180,306.82	\$307.90
11-000-270-518 Contract Svc (Sp Ed) - ESCs	\$1,414,000.00	\$1,306,841.64	.00	\$107,158.36
11-000-270-503 Contr Svc-Aid in Lieu Paymnts-Non Pub Sch	\$410,573.60	\$1,724.00	\$353,000.00	\$55,849.60
11-000-270-593 Misc. Purchased Svc.- Transp.	\$27,983.00	\$27,982.30	.00	\$0.70
11-000-270-610 General Supplies	\$24,017.00	\$4,107.95	\$286.29	\$19,622.76
11-000-270-615 Transportation Supplies	\$113,069.38	\$30,847.61	\$82,221.77	.00
11-000-270-800 Misc. Expenditures	\$42,584.00	\$26,581.62	\$11,684.96	\$4,317.42

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
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TOTAL	\$7,944,972.11	\$4,134,589.73	\$3,333,040.94	\$477,341.44
--- Personal Services-Employee Benefits---				
11-XXX-XXX-210 Group Insurance	\$1,455,550.00	\$912,195.10	\$477,944.77	\$65,410.13
11-XXX-XXX-220 Social Security Contributions	\$1,950,000.00	\$884,265.74	\$1,065,734.26	.00
11-XXX-XXX-241 Other Retirement Contrb. - PERS	\$1,931,610.00	.00	\$1,931,610.00	.00
11-XXX-XXX-242 Other Retirement Contrb. - ERIP	\$130,000.00	\$116,875.96	\$13,124.04	.00
11-XXX-XXX-250 Unemployment Compensation	\$82,390.00	.00	.00	\$82,390.00
11-XXX-XXX-260 Workman's Compensation	\$450,000.00	\$138,105.00	\$9,972.00	\$301,923.00
11-XXX-XXX-270 Health Benefits	\$14,122,135.00	\$10,455,070.12	\$2,634,785.45	\$1,032,279.43
11-XXX-XXX-280 Tuition Reimbursement	\$371,727.86	\$3,350.70	\$68,333.36	\$300,043.80
11-XXX-XXX-290 Other Employee Benefits	\$450,000.00	\$2,500.00	\$447,500.00	.00
TOTAL	\$20,943,412.86	\$12,512,362.62	\$6,649,003.88	\$1,782,046.36
Total Undistributed Expenditures	\$72,368,888.15	\$37,368,429.19	\$29,519,042.28	\$5,481,416.68
*** TOTAL CURRENT EXPENSE EXPENDITURES ***	134,825,125.52	\$64,059,113.87	\$63,061,829.31	\$7,704,182.34
*** TOTAL CURRENT EXPENSE EXPENDITURES & TRANSFERS ***	134,825,125.52	\$64,059,113.87	\$63,061,829.31	\$7,704,182.34

West Orange Board of Education
 GENERAL FUND - FUND 10 (including subfunds 18 & 19)
 STATEMENT OF APPROPRIATIONS
 COMPARED WITH EXPENDITURES AND ENCUMBRANCES
 For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
*** CAPITAL OUTLAY ***				
--- EQUIPMENT ---				
Regular programs-instruction				
12-120-100-730 Grades 1-5	\$4,000.00	\$3,793.35	.00	\$206.65
12-140-100-730 Grades 9-12	\$7,987.00	\$7,986.78	.00	\$0.22
Special education - instruction				
12-4XX-100-730 School-spons. & oth instr prog	\$36,000.00	\$0.00	\$35,988.00	\$12.00
Undistributed expenses				
12-000-100-730 Instruction	\$377,627.00	\$294,081.45	\$78,027.79	\$5,517.76
12-000-262-730 Undist. Exp.-Custodial Services	\$52,000.00	\$49,494.60	.00	\$2,505.40
Undist. Exp. - Non-instructional Services				
12-000-300-730 Non-instructional services	\$200,000.00	\$194,625.64	.00	\$5,374.36
TOTAL	\$677,614.00	\$549,981.82	\$114,015.79	\$13,616.39
--- Facilities acquisition and construction services ---				
12-000-400-450 Construction Services	\$1,729,451.00	\$1,604,930.16	\$122,745.66	\$1,775.18
12-000-400-722 Bldgs. Other than Lease Purch. Agree.	\$90,478.44	\$83,131.27	.00	\$7,347.17
Sub Total	\$1,819,929.44	\$1,688,061.43	\$122,745.66	\$9,122.35
TOTAL	\$1,819,929.44	\$1,688,061.43	\$122,745.66	\$9,122.35
TOTAL CAPITAL OUTLAY EXPENDITURES	\$2,497,543.44	\$2,238,043.25	\$236,761.45	\$22,738.74

West Orange Board of Education
GENERAL FUND - FUND 10 (including subfunds 18 & 19)
STATEMENT OF APPROPRIATIONS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 6 Month Period Ending 12/31/2014

	Appropriations	Expenditures	Encumbrances	Available Balance
*** EDUCATION JOBS FUND **				
*** FEMA COMMUNITY DEVELOPMENT BLOCK GRANT ***				
10-000-100-56X Transfer of Funds to Charter Schls.	\$255,172.00	\$123,932.00	\$107,758.00	\$23,482.00
TOTAL GENERAL FUND EXPENDITURES	137,577,840.96	\$66,421,089.12	\$63,406,348.76	\$7,750,403.08



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REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 6 Month Period Ending 12/31/14

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ASSETS AND RESOURCES

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--- A S S E T S ---

101	Cash in bank	(\$19,007.02)
	Accounts receivable:	
141	Intergovernmental - State	(\$17,625.60)
142	Intergovernmental - Federal	(\$22,653.41)
153,154	Other (net of estimated uncollectible of \$____)	\$4,023.22
		(\$36,255.79)

--- R E S O U R C E S ---

301	Estimated Revenues	\$3,464,284.53
302	Less Revenues	(\$357,965.72)
		\$3,106,318.81

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Total assets and resources

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
Special Revenue Fund - Fund 20
Interim Balance Sheet
For 6 Month Period Ending 12/31/14

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LIABILITIES AND FUND EQUITY

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--- L I A B I L I T I E S ---

411	Intergovernmental accounts payable - State	\$54,233.32
412	Intergovernmental accounts payable - Federal	\$3,985.00
421	Accounts Payable	\$177,492.14
481	Deferred revenues	\$54,364.68
	Other current liabilities	\$874,600.01
		\$1,164,675.15
	TOTAL LIABILITIES	\$1,164,675.15

F U N D B A L A N C E

--- A p p r o p r i a t e d ---

753	Reserve for encumbrances - Current Year	\$1,483,542.65
601	Appropriations	\$3,465,567.63
602	Less: Expenditures	\$1,577,903.68
603	Encumbrances	\$1,483,542.65 (\$3,061,446.33)
		\$404,121.30
	TOTAL FUND BALANCE	\$1,887,663.95
	TOTAL LIABILITIES AND FUND EQUITY	\$3,052,339.10

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
Special Revenue Fund - Fund 20
INTERIM STATEMENTS COMPARING
BUDGET REVENUE WITH ACTUAL TO DATE AND
APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
For 6 Month Period Ending 12/31/14

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
*** REVENUES/SOURCES OF FUNDS ***				
3XXX From State Sources	\$489,259.00	\$309,952.50		\$179,306.50
4XXX From Federal Sources	\$2,975,025.53	\$48,013.22		\$2,927,012.31
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL REVENUE/SOURCES OF FUNDS	\$3,464,284.53	\$357,965.72		\$3,106,318.81
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
*** EXPENDITURES ***				
	APPROPRIATIONS	EXPENDITURES	ENCUMBRANCES	AVAILABLE BALANCE
	<hr/>	<hr/>	<hr/>	<hr/>
LOCAL PROJECTS:	\$4,023.22	\$4,023.22	\$0.00	\$0.00
STATE PROJECTS:				
Nonpublic textbooks	\$90,681.00	\$83,225.02	.00	\$7,455.98
Nonpublic auxiliary services	\$14,272.10	\$1,283.10	\$12,989.00	.00
Nonpublic handicapped services	\$192,238.00	\$17,690.43	\$174,547.57	.00
Nonpublic nursing services	\$144,647.00	\$28,929.40	\$115,717.60	.00
Nonpublic Technology Aid	\$48,704.00	\$5,740.80	\$37,298.48	\$5,664.72
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL STATE PROJECTS	\$490,542.10	\$136,868.75	\$340,552.65	\$13,120.70
FEDERAL PROJECTS:				
NCLB Title I - Part A/D	\$878,118.70	\$310,832.46	\$383,230.19	\$184,056.05
I.D.E.A. Part B (Handicapped)	\$1,777,956.00	\$994,243.06	\$749,183.92	\$34,529.02
NCLB Title II - Part A/D	\$131,814.01	\$42,896.80	.00	\$88,917.21
Other Special Programs	\$86,614.28	\$48,718.33	\$5,057.94	\$32,838.01
Vocational Education	\$96,499.32	\$40,321.06	\$5,517.95	\$50,660.31
	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL FEDERAL PROJECTS	\$2,971,002.31	\$1,437,011.71	\$1,142,990.00	\$391,000.60
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>
*** TOTAL EXPENDITURES ***	\$3,465,567.63	\$1,577,903.68	\$1,483,542.65	\$404,121.30

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 West Orange Board of Education
 SPECIAL REVENUE - FUND 20
 SCHEDULE OF REVENUES
 ACTUAL COMPARED WITH ESTIMATED
 For 6 Month Period Ending 12/31/14

	<u>ESTIMATED</u>	<u>ACTUAL</u>	<u>UNREALIZED</u>
--- LOCAL SOURCES ---			
--- STATE SOURCES ---			
32XX Other Restricted Entitlements	\$489,259.00	\$309,952.50	\$179,306.50
	<u> </u>	<u> </u>	<u> </u>
Total Revenue from State Sources	\$489,259.00	\$309,952.50	\$179,306.50
	<u>=====</u>	<u>=====</u>	<u>=====</u>
--- FEDERAL SOURCES ---			
4411-16 Title I	\$878,118.70	.00	\$878,118.70
4451-55 Title II	\$76,608.35	.00	\$76,608.35
4420-29 I.D.E.A. Part B (Handicapped)	\$1,777,956.00	.00	\$1,777,956.00
4430-39 Vocational Education	\$96,499.32	.00	\$96,499.32
4XXX Other Federal Aids	\$145,843.16	\$48,013.22	\$97,829.94
	<u> </u>	<u> </u>	<u> </u>
Total Revenues from Federal Sources	\$2,975,025.53	\$48,013.22	\$2,927,012.31
	<u>=====</u>	<u>=====</u>	<u>=====</u>
TOTAL REVENUES/SOURCES OF FUNDS	\$3,464,284.53	\$357,965.72	\$3,106,318.81
	<u>=====</u>	<u>=====</u>	<u>=====</u>

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education
Special Revenue Fund - Fund 20
STATEMENT OF APPROPRIATIONS - RESTRICTED STATE ENTITLEMENTS
COMPARED WITH EXPENDITURES AND ENCUMBRANCES
For 6 Month Period Ending 12/31/14

	Appropriations	Expenditures	Encumbrances	Available Balance
PRESCHOOL EDUCATION AID				
20-XXX-XXX-XXX All Other State/Fed/Loc Projects	\$3,465,567.63	\$1,577,903.68	\$1,483,542.65	\$404,121.30
TOTAL EXPENDITURE	\$3,465,567.63	\$1,577,903.68	\$1,483,542.65	\$404,121.30



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REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 West Orange Board of Education
 Debt Service Fund - Fund 40
 Interim Balance Sheet
 For 6 Month Period Ending 12/31/14

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 ASSETS AND RESOURCES
 =====

--- A S S E T S ---

101	Cash in bank	(\$1,310,501.00)
-----	--------------	------------------

--- R E S O U R C E S ---

301	Estimated Revenues	\$5,916,589.00	
302	Less Revenues	(\$3,221,171.50)	
		\$2,695,417.50	
	Total assets and resources		\$1,384,916.50

REPORT OF THE SECRETARY
TO THE BOARD OF EDUCATION
West Orange Board of Education

Debt Service Fund - Fund 40
Interim Balance Sheet
For 6 Month Period Ending 12/31/14

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LIABILITIES AND FUND EQUITY

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FUND BALANCE

--- Appropriated ---

753	Reserve for encumbrances - Current Year			\$1,349,654.18
	Reserved fund balance:			
601	Appropriations		\$5,917,806.00	
602	Less : Expenditures	\$4,568,151.47		
603	Encumbrances	\$1,349,654.18	(\$5,917,805.65)	
				\$0.35

Total Appropriated \$1,349,654.53

--- Unappropriated ---

770	Fund Balance			\$36,478.97
303	Budgeted Fund Balance			(\$1,217.00)

TOTAL FUND BALANCE		\$1,384,916.50
TOTAL LIABILITIES AND FUND EQUITY		\$1,384,916.50

RECAPITULATION OF FUND BALANCE:

	Budgeted	Actual	Variance
Appropriations	\$5,917,806.00	\$5,917,805.65	\$0.35
Revenues	(\$5,916,589.00)	(\$3,221,171.50)	(\$2,695,417.50)
	\$1,217.00	\$2,696,634.15	(\$2,695,417.15)
--- Change in Maint. / Capital reserve account ---			
Subtotal	\$1,217.00	\$2,696,634.15	(\$2,695,417.15)
Less: Adjust for prior year encumb.	\$0.00	\$0.00	
Budgeted Fund Balance	\$1,217.00	\$2,696,634.15	(\$2,695,417.15)

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 West Orange Board of Education

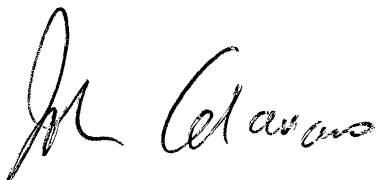
Debt Service Fund - Fund 40
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 6 Month Period Ending 12/31/14

	BUDGETED ESTIMATED	ACTUAL TO DATE	NOTE: OVER OR (UNDER)	UNREALIZED BALANCE
	_____	_____	_____	_____
*** REVENUES/SOURCES OF FUNDS ***				
--- Local Sources ---				
1210	Local tax levy	\$4,952,981.00	\$2,476,490.50	\$2,476,490.50
	Total Local Sources	\$4,952,981.00	\$2,476,490.50	\$2,476,490.50
--- State Sources ---				
3160	Debt service aid Type II	\$963,608.00	\$744,681.00	\$218,927.00
	Total State Sources	\$963,608.00	\$744,681.00	\$218,927.00
	TOTAL REVENUE/SOURCES OF FUNDS	\$5,916,589.00	\$3,221,171.50	\$2,695,417.50

REPORT OF THE SECRETARY
 TO THE BOARD OF EDUCATION
 West Orange Board of Education

Debt Service Fund - Fund 40
 INTERIM STATEMENTS COMPARING
 BUDGET REVENUE WITH ACTUAL TO DATE AND
 APPROPRIATIONS WITH EXPENDITURES AND ENCUMBRANCES TO DATE
 For 6 Month Period Ending 12/31/14

*** EXPENDITURES ***	APPROPRIATIONS	EXPENDITURES/Enc.	AVAILABLE BALANCE
	-----	-----	-----
--- Debt Service - Regular ---			
40-701-510-723 Princ. Payments-Comm. Appr. Lease Pur. Agr.	\$1,785,000.00	\$1,785,000.00	.00
40-701-510-833 Interest Payments-Comm. Appr. Lease Pur. Agr.	\$1,476,869.73	\$1,476,869.38	\$0.35
40-701-510-834 Interest on Bonds	\$1,270,936.27	\$1,270,936.27	.00
40-701-510-910 Redemption of Principal	\$1,385,000.00	\$1,385,000.00	.00
	-----	-----	-----
TOTAL	\$5,917,806.00	\$5,917,805.65	\$0.35
	=====	=====	=====
	-----	-----	-----
TOTAL USES OF FUNDS BEFORE TRANSFERS	\$5,917,806.00	\$5,917,805.65	\$0.35
	=====	=====	=====
*** TOTAL USES OF FUNDS ***	\$5,917,806.00	\$5,917,805.65	\$0.35
	=====	=====	=====



REPORT OF THE TREASURER
TO THE BOARD OF EDUCATION

DISTRICT OF WEST ORANGE

ALL FUNDS

For the Month Ending December, 2014

CASH REPORT				
FUNDS	(1) Beginning Cash Balance	(2) Cash Receipts This Month	(3) Cash Disbursements This Month	(4) Ending Cash Balances (1)+(2)-(3)
GOVERNMENTAL FUNDS				
General Fund - Fund 10 PNC	11,925,654.29	12,307,829.66	13,752,457.66	10,481,026.29
General Fund - Fund 10 PNC CD	0.00	0.00	0.00	0.00
General Fund - Fund 10 TD Bank/Petty Cash	22,000.00	0.00	0.00	22,000.00
General Fund Capital Reserve	500,001.00	19,877.00	0.00	519,878.00
W.C./Auto 10-197, PNC 8018100399	430,155.43	18.27	0.00	430,173.70
Loss Stabil 10-198, PNC 8102366149 & CD	502,291.55	95.37	0.00	502,386.92
W.C. 10-199, PNC 8012770412	18,753.95	0.00	14,014.41	4,739.54
General Liability 10-200, PNC 8012770439	4,593.40	0.00	0.00	4,593.40
1 Subtotal - Fund 10	13,403,449.62	12,327,820.30	13,766,472.07	11,964,797.85
2 Equalization Stabilization Fund 16	0.00	0.00	0.00	0.00
3 Education Jobs Fund 18	0.00	0.00	0.00	0.00
4 Special Revenue Fund - Fund 20	(534,383.26)	1,136,804.91	621,428.67	(19,007.02)
5 Capital Projects Fund - Fund 30	0.00	0.00	0.00	0.00
6 Capital Projects Fund - Fund 31	0.00	0.00	0.00	0.00
7 Capital Projects Fund - Fund 32 HVAC	0.00	0.00	0.00	0.00
8 Debt Service Fund - Fund 40	(1,728,401.42)	417,900.42		(1,310,501.00)
9 Total Governmental Funds (Lines 1 thru 8)	11,140,664.94	13,882,525.63	14,387,900.74	10,635,289.83
ENTERPRISE FUNDS				
10 Food Service Fund - Fund 50	26,876.27	514,442.23	282,495.16	258,823.34
11 Enrichment Fund - Fund 61	37,170.94	0.00	0.00	37,170.94
12 Total Enterprise Funds	64,047.21	514,442.23	282,495.16	295,994.28
TRUST AND AGENCY FUNDS				
13 Payroll, PNC 8005499353	293,659.12	4,784,605.36	4,862,534.26	215,730.22
14 Payroll Agency, PNC 8101455035	2,196,680.26	4,574,067.75	4,143,931.98	2,626,816.03
15 Total Trust and Agency Funds (Lines 13-14)	2,490,339.38	9,358,673.11	9,006,466.24	2,842,546.25
16 Total All Funds (Lines 9,12, and 15)	13,695,051.53	23,755,640.97	23,676,862.14	13,773,830.36


Treasurer of School Monies

12/30/2014