

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting – 6:00 p.m. – April 16, 2012
Administration Building
179 Eagle Rock Avenue

FINAL AGENDA

I. ROLL CALL OF THE MEMBERS AND PLEDGE OF ALLEGIANCE

II. NOTICE OF MEETING:

Please take notice that adequate notice of this meeting has been provided in the following manner:

- A. That a written notice was sent from the Office of the Secretary of the Board at 4:00 p.m. on March 21, 2012.
- B. That said notice was sent by regular mail to the West Orange Township Clerk and by e-mail to 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 March 28 and April 5, 2012 (Att. #1)

IV. SUPERINTENDENT’S AND/OR BOARD’S REPORTS

- A. Credit Recovery Presentation
- B. Second Reading of the Following Board Policies:
 - Recruitment, Selection and Hiring of Professional Staff 4111.00
 - Recruitment, Selection and Hiring of Non-Professional Staff 4211.00
- C. HIB Report

V. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Resignations

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

Angela Farrell, Basic Skills Teacher, Hazel School, for retirement purposes, effective 7/1/12

Purvi Patel, Resource Room Teacher, WOHS, effective 7/1/12

2. Appointments

- a.) Superintendent recommends approval of the following appointment(s) at the stipulated contractual rates:

Teresa Schuele, Grade 8 Math Teacher, Liberty School, maternity leave replacement, MA-1, \$256.28 per diem, effective 4/16/12-6/20/12 (replacement)

Albina Loconsole, Basic Skills Teacher, Washington School, maternity leave replacement, BA-1, \$240.00 per diem, effective retroactive to 3/28/12-6/20/12 (replacement)

Rossanna Santos, Guidance Counselor, WOHS, MA-1, \$256.28 per diem, effective retroactive to 3/16/12-6/21/12 (replacement)

Helaine Spitzer, Clerical Aide, WOHS, \$16.87/hour, effective 4/17/12 (replacement)

Mallory DeMarco, Instructional Assistant, Autistic Program, WOHS, 3 days/week, \$23/hour, for a total amount not to exceed \$4,140, funded through IDEA Grant, effective 4/16/12

Carlos Arena, Instructional Assistant, Autistic Program, Mt. Pleasant School, BA-1, \$26,140, effective 4/16/12 (replacement)

Yveline Dessources, Part-time Security Guard, Redwood School, 1.5 hours/day, \$16.87/hour, effective 4/17/12 (additional)

Co-Curricular Assignments, Liberty School, 2011-2012 school year:

- **Melissa Martino, Grade 8 Team Leader, maternity leave, effective 3/31/12**
- **Michael Bridge, Grade 8 Team Leader, maternity leave replacement, effective 4/1/12, \$783.30 stipend (prorated 3 months)**

Co-Curricular Assignments, Roosevelt School, 2011-2012 school year:

- **Rescind Ursula McGee, Sole Director/Advisor Spring Musical, \$2,611.00**
 - **Appoint Ursula McGee, Co-Director/Advisor Spring Musical, \$1,305.50**
 - **Appoint Deb Rees, Co-Director/Advisor Spring Musical, \$1,305.50**
- Robert Desch and Nubia Rodriguez to provide 1:1 support for student for Boys Track Practices and Meets, 15 hours, \$23/hour for a total cost of \$345, to be split upon hourly submission, for the period 4/16/12-5/24/12 (Att. #2 - confidential)**

Dave Sinisi to provide 1:1 support for student for Track Practices and Meets, 32 hours, \$23/hour, for a total cost of \$736, for the period 4/23/12-5/30/12 (Att. #3 - confidential)

Staff to provide home instruction on an “as needed” basis for the 2011-2012 school year (Att. #4)

Additions to the 2011-2012 Substitute List as per the attached (Att. #5)

2. Leave(s) of Absence

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

Jessica Moffett Lee, Grade 4 Teacher, Pleasantdale School, change in start date of maternity leave of absence from 4/27/12 to 4/16/12-6/30/12

Nicole Healy, Grade 1 Teacher, Gregory School, maternity leave of absence, effective 6/4/12-1/31/13

Michele Ledesma, Art Teacher, Hazel/Redwood Schools, maternity leave of absence, effective 9/1/12-12/31/12

Cheryl Ann Dunlap, Business Education Teacher, WOHS,
extension of medical leave of absence until 5/10/12

Kristen Montalbano, Special Education Teacher, Gregory School,
personal leave of absence, effective 9/1/12-6/30/13

B. CURRICULUM AND INSTRUCTION

1. Recommend approval of Field Trip requests for the 2011-2012 school year (Att. #6)
2. Recommend approval of the following course proposal as approved by the Curriculum Council: (Att. #7)
 - Tomorrow's Teachers

C. FINANCE

1. Recommend approval of the 4/16/12 Bills List: (Att. #8 summarized below)

Payroll/Benefits	\$ 3,917,119.24
Transportation	\$ 217,420.79
Special Ed. Tuition	\$ 394,903.38
Instruction	\$ 116,575.20
Facilities	\$ 288,027.91
Capital Outlay	\$ 25,006.50
Grants	\$ 136,103.68
Food Service	\$ 6,538.02
Debt Service	\$ 821,025.63
Textbooks/Supplies/Athletics/Misc.	\$ 63,382.52
	<u>\$ 5,986,102.87</u>

2. Recommend approval of Application for School Business Request, in the amount of \$7,571.76, as per attached (\$2,095.60 funded through IDEA, \$2,095.60 funded through Title I) (Att. #9)
3. Recommend acceptance of the following donations:
 - \$24,216 from the Redwood Elementary School Parent-Teacher Association to Redwood Elementary School for the purchase of 12 SMART Boards
 - \$700 from the Target Field Trip Grant to Liberty School to enable the 8th Grade students to visit the Grounds for Sculpture
 - \$2,750 from West Orange Community House to Mt. Pleasant School for the purchase of educational technology.

4. **Recommend approval of resolution for submission of grant application for the 2012 Safety Grant Program through the New Jersey School Boards Association Group's NJEIF Sub Fund in the amount of \$13,904.34. (Att. #10)**
5. **Recommend approval of tuition for the 2011-2012 School Year Out-Of-District placements (7 students) in the amount of \$95,893.56 as per the attached (Att. #11 - confidential)**
6. **Recommend approval of service contract agreements with the Essex Regional Educational Services Commission for the 2012-2013 school year for both public and nonpublic services as per the attached (Att. #12)**
7. **Recommend approval of service agreement with Bayada Nurses to provide nursing care for student for the 2011-2012 school year in an approximate amount of \$7,000 (Att. #13 - confidential)**
8. **Recommend acceptance and approval of the 2012-2013 Advancement via Individual Determination (AVID) Implementation Agreement in the amount of \$3,315.00 (Att. #14)**
9. **Recommend approval to submit to the New Jersey Department of Education an amendment to the 2012 IDEA Basic Grant Application to reallocate funds as per attached (Att. #15)**
10. **Recommend approval of the preparation of the plans prepared by Parette Somjen Architects for the Art Room Renovations at the Hazel Avenue Elementary School and the submission of the plans and application to the New Jersey State Department of Education and the necessary amendments to the West Orange Board of Education's Long Range Facilities Plan.**
11. **Recommend approval of the attached resolution authorizing The Arc Kohler School to include the cost of meals provided in the annual tuition rate and relieving The Arc Kohler School of the requirement of charging for reduced and/or paid meals. (Att. #16)**

D. REPORTS

- VI. REPORT FROM THE BOARD PRESIDENT AND/OR BOARD MEMBERS**
- VII. MOTION FOR THE NEXT BOARD MEETING to be held at 6:00 p.m. on May 7, 2012 at the Administration Building.**
- VIII. PETITIONS AND HEARINGS OF CITIZENS**
- IX. ADJOURNMENT**

WEST ORANGE PUBLIC SCHOOLS
DEPARTMENT OF STUDENT SUPPORT SERVICES

179 Eagle Rock Avenue • West Orange • New Jersey • 07052
Telephone: 973-669-5400 Ext. 20539
Fax: 973-669-8601

MS. CONSTANCE SALIMBENO, DIRECTOR

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

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

MEMORANDUM

DATE: April 5, 2012

TO: Anthony Cavanna, Superintendent

FROM: Constance Salimbeno, Director
Student Support Services

SUBJECT: Agenda Item
Approval of Home Instruction for Certified Teaching Staff

Recommend approval for the attached list of staff to provide home Instruction, on an “as needed” basis, for the 2011-2012 school year.

CS: idg

C: Peggy Simmons, Payroll Dept.
Denise Keastead, Payroll Dept.
Kathy Papa

Applicants to provide Home Instruction – 2011-2012 School Year

Non-District Employees

Levia Spingarn-Gabel	3 Skyline Dr. Warren, NJ 07059	HQT: ABA –Elem. Ed.
Sara Tarascavage	730 First Street Lyndhurst, NJ 07071	HQT: ABA-Elem. Ed.

District Employees

<u>Name</u>	<u>Where Employed</u>	<u>Certifications</u>
Porter, Lauren	Roosevelt MS	HQT: Math – Elem. Ed.

Substitutes for 2011-2012
April 16, 2012

Name	Subject Area
Blackwell, Marceline	K-12
Frank, Barry	K-12
Haza, Diane	K-12
McCree, Frank	K-12
Page, Keren	K-12
Tilden, George	K-12
Wasserman, Lois	Nurse

*The Public Schools
West Orange, New Jersey*

Public Agenda
Date: 4/16/12
Attachment # 6

To: Dr. Anthony Cavanna, Superintendent
From: Donna Rando Ed.D., Assistant Superintendent DR
Date: April 4, 2012
Re: Field Trips

Please place the following on the West Orange Board of Education Meeting Agenda of Monday, April 16, 2012 under *Curriculum and Instruction*.

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

See attached.

Thank you.

C: M. Kenney
P. Nicholais
D. Daniel

**Field Requests
April 16, 2012**

School	Destination	Course/Grade	Teacher	Describe How Activity Relates to Curriculum	Transportation Cost	Source of Funds (i.e., District, School, PTA, Student Activity Account, Student)
Gregory	Trenton	Grade 4	Grade 4	Social Studies: Government	\$1,650	Students
Gregory	WOHS	Grade 3	Grade 3	Instrument Demonstration	\$414	District
Hazel	Montclair State U.	Grade 5	Grade 5	Language Arts: View play, "Mixed-Up Files"	\$311	District
Mt. Pleasant	Mayor's Office	Grade 3	Gilbert	Government Week	\$182	District
Pleasantdale	Kearny Federal Bank	Kindergarten	Brattoli, Conforti, Urban	Mathematics: Counting money and seeing how a bank work.	\$0	NA
Pleasantdale	Kearny Federal Bank	Grade 1	Carsillo, Mutz	Mathematics: Counting money and seeing how a bank work.	\$0	NA
Pleasantdale	Kearny Federal Bank	Grade 2	Coia, Gray	Mathematics: Counting money and seeing how a bank work.	\$0	NA
St. Cloud	West Orange Town Hall	Grade 3	Carsillo	Social Studies: Government	\$240	District
Washington	Morris County College	Grade 2	Cooper	Science: Planetarium	\$240	District
Roosevelt	New York City	Grade 7	Cerutti, McEntee	Language Arts: View play, "Peter and the Star-Catcher"		Students
WOHS	LMS, RMS	Indoor Color Guard/Drum Line	McClure	Color Guard/Drum Line Demonstration	\$1,035	District
WOHS	AMC Theatres, Essex Green	Modern American Media/AP US History	Bradley, Berberian, Miskimon	Student analysis of "The Avengers"	\$207	District
WOHS	Morristown Green, Morristown	GSA/Mu Alpha Theta	Iannucci, Podhurst, Simon	Community Service: NJ AIDS WALK	\$141	Mu Alpha Theta Budget
WOHS	Univ. of Penn. and Drexel Univ.	IMS 10	DePalo, Brandt, Fernandez- Perez, Busby	Expose students to post-secondary options	\$1,360	SLC Grant

The Public Schools
West Orange, New Jersey

Public Agenda
Date: 4/16/12
Attachment # 7

To: Dr. Anthony Cavanna, Superintendent
From: Donna Rando, Ed.D., Assistant Superintendent *DR*
Date: March 26, 2012
Re: New Course Proposals

At the March 22, 2012 Curriculum Council meeting, the Curriculum Council approved the following course proposal, pending Board of Education approval:

- Tomorrow's Teachers

Thank you.

Revised 10/11

The Public Schools
West Orange, New Jersey

<i>For Use of Curriculum Office</i>	
Date Proposal Submitted:	
To Office of Curriculum:	3/22/12
To Curriculum Council:	3/22/12
To Superintendent:	3/27/12
To Board of Education:	4/16/12

New Course Proposal

I. Proposed Course Information

- A. Proposed Course: Tomorrow's Teachers
- B. Sponsor of the Proposal: Nancy Mullin
- C. Department(s) or Area(s): Business Education & Family and Consumer Science
- D. Projected Date of Implementation: School Year 2012-2013
- E. Grade(s) 11th and 12th
- F. Level (s) Regular
(Regular, Special Education, Honors, Advanced Placement)

G. This course is:

A revision of _____

A course to replace _____

A new course _____

- H. This course is: _____ Required Elective Full Year
_____ Semester
_____ Other (Specify) _____

I. Intended Pre-requisite/Co- requisite: The following will be required for student enrollment in the course:

- Teacher Recommendation
- Writing sample
- Interview by Supervisor and a staff member
- Review of academic standing

II. Overview: Describe the nature of the new course in terms of the following:

This course is sponsored by the NJEA and the Center for Future Educators at the College of New Jersey and the NJDOE for high school juniors and seniors who aspire to become teachers. Students will participate in a practicum at the elementary level. The course was developed by the Center of Education, Recruitment, Retention and Advancement in South Carolina.

❖ Course Objectives: There are four themes in the course;

➤ Experience Learning:

- TLWD analysis of learning styles by recognizing their strengths and areas for improvement as learners.

- TLWD analysis of the role of self-esteem in learning and its contributing factors by examining its impact on learning.
- TLWD evaluation of different learning styles by interpreting how each impacts learning.
- TLWD comprehension of the special needs and exceptionalities of learners and determine how these needs affect the learning process.
- TLWD comprehension of major physical, social, and personal challenges that can impede learning by explaining how each impacts the learning process.
- TLWD analysis of physical, cognitive, moral and psychosocial stages of learners by classifying each.
- Experiencing the Profession:
 - TLWD comprehension of the history and trends in education by giving examples of important issues which greatly impacted education.
 - TLWD analysis of structure and governance in education by comparing and contrasting various types of schooling and the governing forces of each.
 - TLWD comprehension of certification and employment of teachers by explaining the process involved in obtaining employment.
 - TLWD application of ethics and professionalism in the teaching profession by determining their future role as educators.
- Experiencing the Classroom:
 - TLWD analysis of his strength and areas for improvement as a future teacher by examining feedback.
 - TLWD analysis of the effective teaching methodologies by characterizing the components effective teaching.
 - TLWD synthesis of an effective lesson by designing and delivering an effective lesson.
 - TLWD application of the components of excellent teaching by participating in practicum with a cooperating teacher.
- Experiencing Education:
 - TLWD application of her philosophy of education by developing her own.
 - TLWD evaluation of the Tomorrow's Teacher program by assessing the program and the result of her participation.

B. Common Core Standards/Core Curriculum Content Standards: *Include specific standards and cumulative progress indicators*

English Language Arts Standards » Writing » Grades 11-12

- WHST.11-12.2. Write informative/explanatory texts, including the narration of historical events, scientific procedures/ experiments, or technical processes.
 - Introduce a topic and organize complex ideas, concepts, and information so that each new element builds on that which precedes it to create a unified whole; include formatting (e.g., headings), graphics (e.g., figures, tables), and multimedia when useful to aiding comprehension.
 - Develop the topic thoroughly by selecting the most significant and relevant facts, extended definitions, concrete details, quotations, or other information and examples appropriate to the audience's knowledge of the topic.
 - Use varied transitions and sentence structures to link the major sections of the text, create cohesion, and clarify the relationships among complex ideas and concepts.

- Use precise language, domain-specific vocabulary and techniques such as metaphor, simile, and analogy to manage the complexity of the topic; convey a knowledgeable stance in a style that responds to the discipline and context as well as to the expertise of likely readers.
- Provide a concluding statement or section that follows from and supports the information or explanation provided (e.g., articulating implications or the significance of the topic).

- WHST.11-12.3. (See note; not applicable as a separate requirement)

Research to Build and Present Knowledge

- WHST.11-12.7. Conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; narrow or broaden the inquiry when appropriate; synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- WHST.11-12.8. Gather relevant information from multiple authoritative print and digital sources, using advanced searches effectively; assess the strengths and limitations of each source in terms of the specific task, purpose, and audience; integrate information into the text selectively to maintain the flow of ideas, avoiding plagiarism and overreliance on any one source and following a standard format for citation.
- WHST.11-12.9. Draw evidence from informational texts to support analysis, reflection, and research.

Range of Writing

- WHST.11-12.10. Write routinely over extended time frames (time for reflection and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

C. 21st Century Life and Careers Standards: *Include specific standards and cumulative progress indicators*

9.3 Career Awareness, Exploration, and Preparation All students will apply knowledge about and engage in the process of career awareness, exploration, and preparation in order to navigate the globally competitive work environment of the information age.

C. Career Preparation

Grade 12 Career preparation requires purposeful planning based on research, self-knowledge, and informed choices.

9.3.12.C.1 Assess and modify Personalized Student Learning Plans to support declared career goals.

9.3.12.C.2 Characterize education and skills needed to achieve career goals, and take steps to prepare for postsecondary options, including making course selections, preparing for and taking assessments, and participating in extra-curricular activities.

9.3.12.C.3 Develop personal interests and activities that support declared career goals and plans.

9.3.12.C.4 Use online resources to examine licensing, certification, and credentialing requirements at the local, state, and national levels to maintain compliance with industry requirements in areas of career interest.

9.3.12.C.5 Identify transferable skills in career choices and design alternative career plans based on those skills.

9.3.12.C.6 Develop job readiness skills by participating in structured learning experiences and employment seeking opportunities.

9.3.12.C.7 Pursue a variety of activities related to career preparation (e.g., volunteer, seek employment, and/or apply for training grants, higher education grants, and loans).

9.3.12.C.8 Interpret how changing economic and societal needs influence employment trends and future education.

9.3.12.C.9 Investigate career opportunities in the United States or abroad that involve working with people from diverse cultures and that require knowledge of other languages or cultures.

9.4 Career and Technical Education All students who complete a career and technical education program will acquire academic and technical skills for careers in emerging and established professions that lead to technical skill proficiency, credentials, certificates, licenses, and/or degrees. (For descriptions of the 16 career clusters, see the Career Clusters Table.)

E. Education & Training Career Cluster

(1) Professional Support Services

Problem-Solving and Critical Thinking: Critical and creative thinking strategies facilitate innovation and problem-solving independently and in teams.

9.4.12.E.(1).1 Research the success of various resources and support services available in learning organizations and apply this understanding to enhance the learning environment

Technical Skills: Technical knowledge and skills play a role in all careers within the cluster and pathway

9.4.12.E.(1).2 Evaluate strategies, techniques, and tools used to determine the needs of diverse learners.

9.4.12.E.(1).3 Identify and describe ways that the needs of learners can be used to enhance learner achievement.

9.4.12.E.(1).4 Evaluate strategies, techniques, and tools to raise awareness of the needs of diverse learners.

9.4.12.E.(1).5 Promote learning progress by using planning methods based on learner needs.

9.4.12.E.(1).6 Identify resources and support services in learning organizations to meet learner needs

Teaching & Training Academic Foundations: Academic concepts lay the foundation for the full range of career and postsecondary education opportunities within the career cluster.

9.4.12.E.(2).1 Use fundamental knowledge of subject matter to plan/prepare effective instruction.

9.4.12.E.(2).2 Apply knowledge of learning and developmental theory to describe individual learners.

Leadership and Teamwork: Effective leadership and teamwork strategies foster collaboration and cooperation between business units, business partners, and business associates toward the accomplishment of organizational goals.

9.4.12.E.(2).3 Demonstrate how knowledge of learning theory can be used to establish a positive climate that promotes learning.

9.4.12.E.(2).4 Demonstrate how knowledge of learning theory and motivational, social, and psychological theories can be used to guide learners' personal conduct

9.4.12.E.(2).5 Demonstrate how knowledge of learning theory and organizational and relationship-building skills can be used to manage instructional activities and related procedures.

9.4.12.E.(2).6 Demonstrate knowledge of learning theory when planning the physical elements of an educational or training setting to optimize learning.

9.4.12.E.(2).7 Identify research used to improve professional knowledge and skills used in learning environments.

9.4.12.E.(2).8 Develop learning organizational vision by employing community-building skill and strategies.

9.4.12.E.(2).9 Demonstrate knowledge of strategies needed to maintain relationships with stakeholders to increase stakeholder support for learning organizations.

Technical Skills: Technical knowledge and skills play a role in all careers within the cluster and

pathway.

9.4.12.E.(2).10 Use content knowledge and instructional skills to construct standards-based educational goals

9.4.12.E.(2).11 Examine and select teaching/learning theories and instructional skills to plan appropriate educational strategies

9.4.12.E.(2).12 Use knowledge of content, teaching/learning, and assessment to plan appropriate assessment/evaluation strategies.

9.4.12.E.(2).13 Identify and locate materials/resources needed to support instructional plans.

9.4.12.E.(2).14 Design courses/programs to meet the needs of learners and organizations

9.4.12.E.(2).15 Assess and select appropriate instructional strategies to advance learning in a learning setting.

9.4.12.E.(2).16 Evaluate classroom-based learner responses to plan appropriate in-process adaptations to instructional plans and advance learner achievement.

9.4.12.E.(2).17 Evaluate formal assessment/evaluation tools and associated data to adjust learning plans and advance learner achievement.

9.4.12.E.(2).18 Evaluate examples of teaching and training performance to determine effectiveness of instructional practices.

9.4.12.E.(2).19 Demonstrate knowledge of recordkeeping methods used to monitor and guide learner progress.

D. Technology Standards: Include specific standards and cumulative progress indicators Smart boards, research on the internet, schools in Finland and South Korea- superior to American schools math and science.

8.1 Educational Technology All students will use digital tools to access, manage, evaluate, and synthesize information in order to solve problems individually and collaboratively and to create and communicate knowledge.

A. Technology Operations and Concepts The use of technology and digital tools requires knowledge and appropriate use of operations and related applications.

8.1.12.A.1 Construct a spreadsheet, enter data, and use mathematical or logical functions to manipulate data, generate charts and graphs, and interpret the results

8.1.12.A.2 Produce and edit a multi-page document for a commercial or professional audience using desktop publishing and/or graphics software

8.1.12.A.3. Participate in online courses, learning communities, social networks, or virtual worlds and recognize them as resources for lifelong learning

8.1.12.A.4. Create a personalized digital portfolio that contains a résumé, exemplary projects, and activities, which together reflect personal and academic interests, achievements, and career aspirations.

E. Research and Information Literacy. Effective use of digital tools assists in gathering and managing information

8.1.12.E.1 . Develop a systematic plan of investigation with peers and experts from other countries to produce an innovative solution to a state, national, or worldwide problem or issue.

8.1.12.E.2 Predict the impact on society of unethical use of digital tools, based on research and working with peers and experts in the field

E. Cultural Diversity: *Review of instructional materials (provide examples)* The curriculum contains a strand on bullying. It contains a great deal of multicultural diversity. A portion of the curriculum is devoted to the history of education including integration and the retracing of school history in NJ.

III. Needs Assessment: *Identify the instructional, administrative, and/or student need(s), etc., being addressed by this course.* This program has been offered in many high schools in New Jersey and has been very effective in providing an excellent foundation to future teachers. It provides a curriculum-based hands-on approach for students interested in pursuing the

teaching career in college. Many students take Early Childhood and Family Studies I and II both which result in many students wanting to pursue a teaching career. This program will work well as a completer course for these students. It will provide students with an additional option instead of students having to do a SALE project once they have completed both FACS courses. There is a strong possibility students may be able to obtain college credit once they complete this course. Currently Fairleigh Dickinson is offering college credit to NJ high school students who successfully complete the program.

Sampling of NJ schools offering this program:

- Middletown HS South
- Middletown HS North
- Lawrence High School
- Lower Cape May Regional
- New Milford HS
- Cumberland Regional HS
- Hanover Park High School
- Nutley High School
- Mahwah High School
- Memorial High School
- Dumont High School

IV. Rationale: *Explain how this course would meet the needs identified in above item III.* This course is a nationally recognized course and has been adopted as the National standard for Phi Delta Kappa's Future Educators Association.

V. Proposal: *Outline the proposal by providing information listed below.*

- A. Impact upon Scheduling/Staffing Needs. It does not require additional staff at this time.
- B. Textbooks, Materials, and Equipment, Technology Needs (List hardware and software)
All materials are provided at no cost to the district.

C. Curriculum Writing Needs: *Please check*

- Revision
- New

Other (specify) The training and accompanying curriculum materials are provided to the district at no charge through the NJ Department of Education.

D. Staff Development Needs: Deborah Sharkey has agreed to teach this course. Ms. Sharkey will be attending the training at Seton Hall University in June which is free of charge.

E. Budgetary Request: *Include cost for above item B* : A budget is not required at this time.

VI. Review of Interested Parties: *Identify all constituents, including school name, who have reviewed this proposal prior to submission and briefly outline any comments that have been made.*

West Orange High School:

- Mr. Alloggiamento, Principal

- Ms. Dade; Assistant Principal, Interim
- Mrs. Mullin, Supervisor Business Education, Family and Consumer Science, and Library Science
- Loretta Holmok: WOHS: Family and Consumer Sciences; Early Childhood and Family Studies
- Cyndee Critelli: WOHS: Family and Consumer Sciences: Early Childhood and Family Studies
- Deborah Sharkey: WOHS: Business Education Teacher , Mentor

VII . Evaluation Process: *Identify evaluation process, person's responsible and anticipated timeline to assess the effectiveness of the course objectives with anticipated outcomes.*

Students will be evaluated throughout the course through the use of tests, quizzes, performance assessment, and teacher observation. Students will be evaluated during their practicum. Students will be surveyed at the end of the course. Student enrollment in college programs as teaching majors will be tracked.

Recruitment Process for the 2012-2013 school year: In order to recruit students the following will take place as soon as the course receives approval:

- Course description will be posted online as an addendum to the Curriculum Bulletin
- Information will be posted on Naviance and emailed to parents and students
- Students currently enrolled in Child Development courses that have expressed an interest in teaching as a career will be recruited by staff
- Guidance will recruit students that have expressed an interest in a teaching career
- WOHS staff will be informed about the course via email so students may be recommended to guidance
- Information will be posted in the WOHS bulletin and announcements about the course will take place during morning and afternoon announcements.

*The Public Schools
West Orange, New Jersey*

Public Agenda
Date: 4/16/12
Attachment # 9

To: Dr. Anthony P. Cavanna, Superintendent
From: Donna Rando, Ed.D., Assistant Superintendent *DR*
Date: March 30, 2012
Re: Agenda Item

Please place the following on the West Orange Board of Education Meeting agenda of April 16, 2012 under "Finance."

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

Date(s)	Conference	Location	Teacher/ Administrator	Total Travel Amount
3/20/12-3/23/12	PowerSchool Build Workshop	Dumont, New Jersey	Annette Dade	\$1690.28
3/20/12-3/23/12	PowerSchool Build Workshop	Dumont, New Jersey	Cheryl Butler	\$1690.28
4/16/12-4/18/12	Annual Conference on Common Core Standards and Assessment	Las Vegas, Nevada	Constance Salimbeno	\$2095.60.*
4/16/12-4/18/12	Annual Conference on Common Core Standards and Assessment	Las Vegas, Nevada	Terry Granato	\$2095.60.**

* IDEA Funds
** Title I Funds

C: Mr. M. Kenney

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Public Agenda 4/16/12
Date: _____
Attachment # _____
North Jersey Educational Insurance Fund # 10
A sub fund of the New Jersey School Boards Association Insurance Group

Jack Zisa, Subfund Administrator
Regional Risk Managers, LLC.

Steven Robinson, Chairman
Livingston BOE

Mr. Mark Kenney
West Orange Board of Education
179 Eagle Rock Avenue
West Orange NJ 07052-5007

January 25, 2012

Dear Mr. Kenney:

The New Jersey School Boards Association Insurance Group (NJSBAIG) recognizes that in this current climate of tightening school budgets, it has become increasingly more difficult to spend money on safety. In an effort to help alleviate this problem, NJSBAIG has established a 2012 **Safety Grant Program** which will award, in 2012 a total of \$4,000,000 to our member New Jersey public school districts. The **2012 Safety Grant Program** is designed to help members make safety, security and educational related purchases toward loss prevention at the individual district level, which ultimately affects the health of the overall NJEIF sub fund.

The eligibility guidelines for the 2012 Safety Grant have been developed by the NJEIF Grant Committee. We are pleased to inform you that your district's individual grant allotment is: \$13,904.34. Congratulations! To have your application considered for a safety grant award the following criteria must be met:

1. Application must apply to Building and Plant Safety, Building Security, Safety Equipment and/or Professional Development and Training
2. Application must be submitted by April 1, 2012
3. District must be a member of the NJEIF from July 1, 2012 to June 30, 2015
4. A signed board resolution (attached) for grant application must be returned with your application.

Attached please find the NJEIF 2012 SAFETY GRANT APPLICATION. You should return your completed application to the NJEIF sub fund chairperson at the following address;

NJEIF Grant Committee
c/o Regional Risk Managers
Attention: Gail White
777 Terrace Avenue, Suite 309
Hasbrouck Heights, NJ 07604

The application review process will be handled by the NJEIF GRANT COMMITTEE with overall acceptance by the membership of the NJEIF. An acceptance letter acknowledging receipt of your grant application with any clarifying questions, if applicable, will be sent in April 2012. Approval of the grant will be awarded in **July 2012**. Check distribution will take place at the Fall 2012 NJEIF meeting to be held in September/October.

The mission of the NJSBAIG, a non profit school insurance pool, is to provide the availability of insurance to the New Jersey school districts by offering the best coverage at the lowest possible cost, by providing insurance education and risk management services. Having the **Safety Grant Program** assists NJSBAIG in accomplishing its mission.

Thank you for your continued support of our program.

Regards,

Steven K. Robinson, Chairperson

cc: GR Murray


**NEW JERSEY SCHOOL BOARDS ASSOCIATION
INSURANCE GROUP
NJEIF SUBFUND
Application for 2012 Safety Grant Program
Application Due Date April 1, 2012**

Applicant District WEST ORANGE
County ESSEX
Address 179 EAGLE ROCK AVENUE
WEST ORANGE NJ 07052
Telephone No. 973 669 5400
Fax # _____
Project Director ROBERT CSIGI
Telephone # 973 669 5400 **Fax #** 973 669 1979
E-Mail RCSIGI@WOBCE.ORG 5400 X 20580
Business Administrator _____
MARK KENNEY
Telephone # 973 669 5400 **Fax #** 973 669 8019
E-Mail MKENNEY@WOBCE.ORG
Project Period July 1, 2012 through June 30, 2013
Total Entitlement \$ _____
13 904.34
Total Funds Requested \$ _____
13 904.34

Application Certification:

To the best of my knowledge and belief, the information contained in the application is true and correct. The document has been duly authorized by the governing body of this agency. I further certify that the following is enclosed:

- Application Title Page
- Certified Board Resolution
- Application Narrative
- Budget Summary
- Original and One Copy of the Complete Application Package
- Complete NJSBAIG Safety & Loss Control Assessment


Signature of Chief School Administrator

ANTHONY CAVANNA
Please print or Type Name

SUPERINTENDENT
Title

3/31/12
Date

Public Agenda
Date: 4/16/12
Attachment # 11

WEST ORANGE PUBLIC SCHOOLS
DEPARTMENT OF STUDENT SUPPORT SERVICES

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

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

MS. CONSTANCE SALIMBENO, DIRECTOR

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

DATE: April 5, 2012
TO: Dr. Anthony P. Cavanna
FROM: Constance Salimbeno
RE: Agenda Items

Request approval of tuition for the 2011-2012 School Year Out-Of-District placements for the following:

STUDENT # 2011-2012	CLASSIFICATION	PLACEMENT	TUITION
#12 M.S.	Autistic	New Road School Somerset, NJ	\$9045.08* \$205.57 per diem
#33 R.D.S. Retroactive to 3/21/12	Multiply Disabled	Somerset Hills School Warren, NJ	\$22,629* \$397 per diem
#60 K.R. Starts 4/9/12	Multiply Disabled	Cornerstone Day School Mountainside, NJ	\$15,435* \$315 per diem
#115 W.T. Retroactive to 3/26/12	Emotionally Disturbed	Washington Academy Livingston, NJ	\$13,194.36* \$244.34 per diem
#116 J.F. Starts 4/16/12	Emotionally Disturbed	Windsor Academy Woodland Park, NJ	\$11,040.46* \$240.01 per diem
#117 K.S. Starts 4/16/12	Multiply Disabled	Cranford Achievement Program Cranford, NJ	\$11,692.66* \$248.78 per diem
#118 J.N. Starts 4/23/12	Multiply Disabled	Chancellor Academy Pompton Plains, NJ	\$12,857* \$299 per diem

*Costs prorated to start date

WEST ORANGE PUBLIC SCHOOLS
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda
Date: 4/16/12
Attachment # 12

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

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

DATE: April 5, 2012
TO: Dr. Anthony P. Cavanna
FROM: Constance Salimbeno
RE: Agenda Items

Recommend approval for the following service contract agreements with the Essex Regional Educational Services Commission in Fairfield, New Jersey for the 2012-2013 school year for both public and nonpublic services:

- Public Home Instruction services at the rate of \$40 per hour

Instructional Services to Nonpublic schools under Chapters 192-193, rates set by the State of New Jersey:

- Compensatory Education
- English as a Second Language
- Supplemental Instruction
- Corrective Speech
- Home Instruction
- Evaluation & Determination (Initials, Annuals, and Reevaluations)


Nursing Services to Nonpublic Schools under Chapter 226, Laws of 1991 for the following schools, rates set by the State of New Jersey:

- Jewish Community Center Metro West
- Playhouse
- Seton Hall Prep
- Golda Ochs Academy (Lower)
- Golda Ochs Academy (Upper)
- Clockwork Learning Center
- Blessed Pope John XXIII School

The Public Schools
West Orange, New Jersey

Public Agenda
Date: 4/16/12
Attachment # 14

To: Dr. Anthony P. Cavanna, Superintendent of Schools

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

Date: April 3, 2012

Re: Agenda Item

Please place the following on the West Orange Board of Education Meeting agenda of April 16, 2012, under "Finance."

"Recommend acceptance and approval of 2012–2013 Advancement via Individual Determination (AVID) Implementation Agreement in the amount of \$3,315.00."

See attached.

Thank you.

C: Mr. M. Kenney

AVID® IMPLEMENTATION AGREEMENT

This AVID Implementation Agreement ("Agreement") for AVID membership, materials, and training is entered into by and between the AVID Center, a California non-profit corporation ("AVID Center") and the public school system named in Attachment A ("School System").

Article I. AVID Membership Benefits

1.1 AVID Mission and Purpose:

AVID's mission is to close the achievement gap by preparing all students for college readiness and success in a global society.

AVID Center is a non-profit corporation formed to strengthen and support the AVID community through: a focus on the implementation of the AVID College Readiness System to assure quality; national leadership in education; innovation through current research; and service to schools with quality and depth.

1.2 AVID Membership:

AVID members are School Systems who sign this Agreement and their school sites listed in Attachment A as implementing AVID. Annual membership runs concurrently with the Term of this Agreement. Sites listed in Attachment A as "planning" are not considered AVID members and are not eligible for membership.

1.3 AVID College Readiness System and Materials:

Membership entitles School System to implement AVID only at the school sites listed as "new" or "existing" in Attachment A and to use the licensed AVID trademarks, libraries and student materials for the School System's AVID College Readiness System pursuant to the provisions of this Agreement.

1.4 AVID Center Support for Secondary:

AVID Center agrees to provide support to School System through AVID Center's national and/or division offices. Membership includes support from AVID Center's national and/or divisional offices in the following ways:

- access to training for the AVID site team(s) and AVID elective teacher(s) through AVID Summer Institute,
- access to training for the District Director through the two-year AVID District Leadership Training (ADL), divisional/state meetings and Summer Institute,
- coordination with School System's District Director to collect, report, and analyze data from AVID schools,
- review the quality of implementation through the Certification process,
- access to AVID Path Trainings for continuing professional development in core and specialized content areas,
- access to ongoing AVID College Readiness System development through various divisional workshops,
- permission to use the AVID Trademarks as described in Section 4.2 below,
- electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website,
- an AVID yearbook and ACCESS academic journals for School System and each school site listed in Attachment A, and
- assistance in disseminating information about AVID to potential new AVID middle school and high school sites within School System.

1.5 AVID Reports:

AVID Center agrees to provide School System with reports on AVID data collected in School System.

1.6 AVID Summer Institute:

AVID Center agrees to provide School System and its listed AVID sites access to AVID Summer Institute. School System and its listed AVID sites may attend all strands at AVID Summer Institutes including the Implementation strands appropriate for their level of implementation (i.e. Elementary Bridges, Elementary Foundations and/or Secondary). Planning districts and sites are restricted from attending any of the Implementation strands offered but can attend all other strands offered for their program level.

1.7 Licensing Benefits:

Membership includes a license to use the AVID Trademarks to promote School System's implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as implementing in Attachment A for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Agreement.

1.8 Annual Membership/License Fee:

School System agrees to pay AVID Center an annual membership/license fee based on the total number of schools in School System's AVID program according to the pricing schedule set forth in Attachment A.

Article II. School System Responsibilities

2.1 AVID Secondary Methods:

School System agrees to implement AVID according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. School System will implement the AVID Methodologies in the AVID elective class and in academic subject area classes. School System will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. School System is responsible for each of its AVID school sites' compliance with this Agreement.

2.2 AVID Secondary Student Selection:

School System agrees to select students for AVID in accordance with the selection criteria established in the AVID Eleven Essentials. AVID Eleven Essentials may be modified and/or updated by AVID from time to time at AVID's sole discretion.

2.3 AVID Secondary Qualified Staff:

School System agrees to maintain, at its expense, at least one AVID District Director. The District Director will enroll in and complete or have previously completed the two year AVID District Leadership (ADL) training. School System also agrees to pay the ADL training, materials and support cost ("District Director Professional Development Services Price") set forth in Attachment A for its District Director(s). AVID District Director responsibilities are listed in Article III below. School System will ensure that its District Director(s) comply with all of the provisions of Article III below.

2.4 AVID Secondary Staff Training:

School System agrees to provide, at its expense, ongoing training for AVID school site coordinators and AVID site teams.

A. AVID Summer Institute: School System agrees to ensure that each secondary site in their initial year of implementing AVID and listed as "new" on Attachment A send a team of eight (8) members to an AVID Summer Institute. AVID Center recommends sending a site team that includes the principal, counselor, AVID coordinator, and core subject area teachers. AVID Center recommends secondary sites in their second year send teams of at least five (5) members and encourages schools to continue to send teams to its Summer Institute in subsequent years to maintain and enhance the quality of AVID at their sites.

The AVID Summer Institute has three different registration rates, Early Bird, Regular Registration and a Late Registration. All costs can be found online at <http://www.avid.org>. If School System signs and returns this Agreement after May 1, 2012 but before the respective Late Fee Start Date, the Regular Registration rate will apply to each participant listed on Attachment A. School System understands that travel, lodging, per diem costs and any other costs are not included in the price of the participant registration.

B. School System Staff Development: School System agrees to conduct AVID staff development for AVID schools in the School System based on AVID's national model of providing site coordinator workshops and site team conferences. Agenda for staff development sessions will be based on school needs, on AVID's national model for coordinator workshops, on topics and agenda provided in the AVID District Leadership training materials, and on the content areas related to educational reform initiatives in public schools in School System's state. AVID Center does not provide these services as part of membership fees, however School System may elect to purchase additional consulting days from AVID Center in order to meet additional professional development needs.

2.5 Data Collection:

On at least an annual basis, according to the timeline established by AVID Center, School System shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. School System shall also submit such individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by School System as "privileged" or "confidential" before School System delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. School System reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Paragraph 2.5 in a manner that would violate, or cause School System to violate, any applicable provision of FERPA.

2.6 AVID Curriculum Library:

The AVID teachers and students benefit from the classroom strategies and activities provided in the AVID Curriculum Library. Each type of Curriculum Library—Middle Level, High School, Elementary Beginnings, Elementary Foundations, or Elementary Bridges – consists of a set of AVID Publications and materials.

2.6a Curriculum Library, Secondary:

School System agrees to purchase at least one (1) complete AVID Curriculum Library for each high school and middle school listed as “new” in Attachment A prior to each site’s initial implementation of AVID. AVID Curriculum Library prices are set forth in Attachment A. School System shall be entitled to use AVID libraries only at the specific school sites listed in Attachment A for which the materials were originally purchased. AVID libraries are non-transferable. School System and its individual AVID school sites agree to ensure that each AVID classroom has adequate AVID curriculum materials. The use of the AVID Curriculum Libraries, which are part of the AVID Materials, will also be subject to the provisions of Article IV below.

2.6b Curriculum Shipment(s):

AVID Center will ship curriculum libraries upon full execution of this agreement, once materials have been produced, and in accordance with the delivery date requested by School System as indicated on Attachment A as the “Requested Delivery Date”. Curriculum will be shipped to the addresses listed on Attachment A as provided by School System. School System confirms that this date and location reflects the best time and location for receipt of shipment. School System should allow a few weeks on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center’s receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for School System’s convenience only. AVID Center’s collection and School System’s provision of such date does not constitute an affirmation of fact or promise nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. School System agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials.

Article III. AVID District Director

3.1 Role of the AVID District Director:

In order to disseminate AVID effectively and to build a strong District AVID College Readiness System, AVID Center coordinates training and networking of district leaders known as AVID District Directors. The primary role of the AVID District Director is to coordinate support for AVID within School System. These individuals accept responsibility for ensuring the implementation of the AVID College Readiness System components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID implementation. AVID District Directors attend four (4) sequential AVID District Leadership trainings (ADL) in various locations to be announced throughout a two-year period. Included in ADL Sessions 1-4 are site visits to AVID schools and curriculum which develop district and regional capacity to deepen existing programs, build new programs, and provide ongoing support and staff development to the AVID College Readiness System and coordinators.

3.2 Time Allocation for the AVID District Director:

The ability of the District Director to plan and conduct AVID activities is impacted by what proportion of the Director's job responsibilities is designated for AVID. For school systems with five (5) or more AVID school sites, AVID Center recommends that a substantial portion of the District Director's time be allocated to AVID oversight. AVID Center recommends that full-time allocation or multiple District Directors be considered for rural districts with ten (10) or more AVID school sites, and for urban or suburban districts with twenty (20) or more AVID school sites.

3.3 Secondary Staff Development:

The District Director coordinates workshops for AVID coordinators, training for AVID tutors, site team conference(s) for AVID site teams, and site team participation in the AVID sanctioned Summer Institute(s).

3.4 Secondary Technical Support to Sites:

The District Director periodically visits each AVID school site at minimum, once per academic quarter. A site visit includes AVID classroom observation and coaching of the AVID coordinator, observation of subject area teachers who have participated in AVID staff development, meeting with the AVID site team to facilitate progress towards goals identified in the Site Team Plan, and meeting with the principal to promote administrative support for and institutionalization of AVID.

3.5 Data Collection and Research:

The District Director and/or Elementary District Liaison coordinates the collection of data as requested by the national AVID Center, and uses resources within the School System or region, as available, in order to monitor progress and success of regional AVID College Readiness Systems.

3.6 Building a Structure of Support:

The District Director coordinates the establishment of an AVID District team or advisory group that is made up of top level district administration, site-level representation and representatives from local post-secondary institutions. The AVID District team or advisory group ensures the implementation and fidelity of the AVID system and collaborates on issues regarding student access to and success in rigorous college preparatory courses.

3.7 Outreach:

The District Director responds to inquiries from his or her community regarding AVID dissemination by providing information sessions and publicity.

3.8 Partnerships with Postsecondary Institutions:

The District Director works with college and university staff to coordinate student outreach, tutor employment, AVID summer bridge programs, and support for AVID students enrolling at the postsecondary institutions.

3.9 Secondary Special Events:

The District Director facilitates AVID events (e.g., AVID student writing contest, AVID student conference, AVID family conference).

3.10 Partnership with AVID Center:

The District Director coordinates communication with AVID Center regarding contracts for consultant services, technical assistance for district or regional planning, and the AVID certification process. The District Director also maintains open communication and collaboration with AVID Center by mailing information about regional AVID activities, by participating in AVID conferences, by networking via phone/ FAX/ e-mail, by contributing to the AVID international academic journal, etc.

3.11 AVID District Leadership Training:

ADL Sessions are designed to prepare and support the AVID District Director. The four sessions are taken in sequential order over a two year period at various facilities throughout the country. The District Director is to maintain a portfolio and additionally participate in online and web-hosted meetings coordinated by AVID Center. Upon completion of all four sessions, the District Director becomes certified by AVID as a District Director and continues their training by attending ongoing national, divisional, or state AVID Center meetings.

A. AVID provides, as part of the ADL fee, the following services to the district for start-up and quality assurance of the program: AVID District Leadership Training – ADL training is for district level personnel and takes place over two years. ADL includes two small-group trainings per year which consist of AVID methodologies, understanding the role and responsibilities of the District Director and learning about our online resources, data collection, certification, and continued professional development.

The District Director Professional Development Services Fee is \$15,000.00 per District Director, payable over two years at \$9,000.00 for the first year and \$6,000.00 for the second year. Additional district level training due to turnover or supplemental support will receive a discount at the discretion of AVID Center. The service fee does not include travel, meals, or any other expenses.

The ADL Training Schedule is split into two years. Year 1 of training includes Summer Institute, Session 1 and Session 2. Time allocated for these trainings consist of one (1) week over the summer for Summer Institute and two and a half (2 ½) days for each session one in the fall and one in the spring. Year 2 of training includes two (2) Summer Institutes, Session 3, and Session 4. Time allocated for these trainings consist of one (1) week over the summer in between both training years, and two and an half (2 ½) days for each session one in the fall and one in the spring, followed by a final one (1) week over the summer.

B. Summer Institute – District Director leads the district's AVID site team facilitation at the AVID Summer Institute. The District Director attends Summer Institute as part of their ongoing training, therefore the Summer Institute registration fee for the District Director is included in the Total District Director Professional Services Price.

C. Materials – After attending the first ADL session, the District Director will be provided with a sample set of all Middle School and High School curriculum, materials, binders, CD's, and supplemental materials needed for district support.

D. AVID National Office & Divisional Support – AVID Center will provide support from our national office, divisional offices, state offices. This support will consist of phone calls, e-mails, and district visits at the discretion of AVID Center.

Article IV. Licenses and Proprietary Rights

4.1 Copyright License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, license, without the right to sublicense, to use the AVID Materials and the AVID Methodologies solely to implement AVID at the specific school sites listed in Attachment A, and for no other purpose. School System and its individual school sites will not photocopy, reproduce or otherwise duplicate all or any part of the AVID Materials or AVID Methodologies without AVID Center's prior written consent, except as required to implement AVID at the individual school sites listed on Attachment A or except as required to otherwise perform School System's obligations under this Agreement. School System and its individual school sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. School System also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement. School System will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than a specific school site for which such materials were originally licensed. In addition, School System and its individual school sites agree not to sell, sublicense, transfer, lease, give away, disclose, distribute or otherwise dispose of any of the AVID Materials or AVID Methodologies to any third person or entity at any time.

4.2 Trademark License:

Subject to School System's performance of all the provisions of this Agreement, AVID Center hereby grants to School System during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID® and AVID® ® trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by School System or the individual school sites listed in Attachment A in order to promote and implement AVID at the specific school sites listed in Attachment A. School System agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. School System agrees that it or its individual school sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. School System further acknowledges and agrees that it and its individual school sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. School System cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the school sites listed in Attachment A consistent with the above license. School System and its individual school sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If School System or its individual school sites desire to use or place the AVID Trademarks on any products, things or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article IV.

4.3 Rights Reserved:

Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted in this Agreement to School System shall be reserved and remain always with AVID Center.

4.4 Proprietary Rights:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other intellectual and industrial property rights related thereto ("Intellectual Property Rights"). School System shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. School System also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

4.5 Enforcement:

The parties agree that except to the limited extent expressly set forth in Paragraphs 4.1 and 4.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event School System breaches any material provision of Article IV. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against School System without the requirement to post a bond, in addition to any other remedies available to AVID Center, for School System's breach of any provision of this Agreement.

4.6 Proprietary Notices:

School System agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

4.7 Infringement:

School System agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. School System agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

4.8 Compliance with Laws:

School System agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over School System and its educational programs.

Article V. Quality Control Procedures

5.1 Quality Standards:

To ensure the successful implementation of AVID, School System agrees to comply with the quality standards described in the AVID Materials and in the AVID training sessions or otherwise established by AVID Center from time to time (collectively "AVID Quality Standards").

5.2 Annual Certification:

School System agrees to participate in AVID Center's annual certification process whereby each AVID school site completes a self-study that is certified by School System's AVID District Director. AVID Center will train School System's AVID District Director in the certification process and will provide consultation and review. School System will forward the results of this annual certification to AVID Center in a timely fashion. AVID Center will make the final determination of each school site's certification status.

5.3 AVID Quality Assurances:

AVID Center has the right in its sole discretion to review School System's compliance with the AVID Quality Standards, including without limitation the annual certification process described above. The Certification process provides a two-year timeline to encourage site level program improvement, if necessary, in individual schools. If as part of the Annual Certification process or otherwise AVID Center suggests certain changes be made to School System's AVID College Readiness System, School System agrees to implement such changes. As per Certification guidelines, AVID school sites that do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes may be designated "affiliate" schools. AVID school sites and/or school districts which do not meet the AVID Quality Standards or do not implement AVID Center's suggested changes for multiple years may be asked to discontinue AVID at the end of a school year.

Article VI. Period of Agreement

6.1 Term:

The Term of this Agreement shall be as set forth in Attachment A unless earlier terminated as provided herein ("Term").

6.2 Cessation of the AVID College Readiness System:

AVID Center requests that if School System determines that it will permanently cease using or implementing the AVID College Readiness System at the end of the school year, School System must notify AVID Center in writing by May 31 of that year. AVID Center retains the right to verify that any School System which conducted the AVID College Readiness System in prior years but has indicated it is discontinuing or has discontinued AVID has: (a) ceased to offer the AVID elective class at the subject school site(s), (b) ceased any further use of the AVID Materials and AVID Methodologies, and (c) ceased any further use or display of the AVID Trademarks.

Article VII. Compensation

7.1 Payment Schedule:

School System agrees to pay AVID Center for membership/license fees, AVID Materials, training and other services according to the fee schedule detailed in Attachment A. AVID Center will invoice School System, and payments are due within 30 days from receipt of invoice.

Article VIII. Status of Parties

8.1 Independent Contractors:

AVID Center and School System are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article IX. Authority

9.1 AVID Center Warranty:

AVID Center warrants that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement. AVID Center warrants that it is a 501 (c)(3) non-profit educational corporation and the developer and sole source distributor of the AVID College Readiness System.

9.2 School System Warranty:

School System warrants that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of School System warrants that he or she has the authority to enter into this Agreement on behalf of School System and to bind School System to perform all of its obligations under this Agreement.

Article X. Termination

10.1 Termination for Cause:

Subject to the last sentence of this Paragraph 10.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement (including, but not limited to, School System being materially out of compliance with the intellectual property licenses and related provisions of this Agreement, or with the AVID Quality Standards) and (i) fails to cure that breach within thirty (30) days (or ten (10) days in the case of a breach involving the nonpayment of fees) of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by School System that is not cured as described above, AVID Center shall have the right to terminate School System's right to conduct all or part of AVID at one or more specific school sites, by giving written notice to School System of the sites so terminated, without terminating this Agreement with respect to the other school site(s) subject to this Agreement. Any termination under this Paragraph 10.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any breach by School System of any of the provisions of Article IV shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon the breach by School System of its obligations under Article IV.

10.2 Other Terminations:

Notwithstanding Paragraph 10.1 above, either party may terminate this Agreement: (a) immediately upon the bankruptcy, dissolution, or insolvency of the other party, or (b) upon thirty (30) days' prior written notice to the other party.

10.3 Cessation of Use:

Upon termination or expiration of this Agreement: (a) the licenses in Article IV shall automatically terminate and revert to AVID Center, (b) School System shall thereafter immediately discontinue AVID in all of its school sites, and cease using the AVID Materials, AVID Methodologies or the AVID Trademarks in any way, and (c) School System shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

10.4 Cumulative Remedies:

All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Sections 4.3, 4.4, 4.5, 4.6, 7.1 and all of the provisions of Articles X and XI shall survive the termination or expiration of this Agreement.

Article XI. General Provisions

11.1 Governing Law and Venue:

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if School System is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California; and (ii) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which School System is located, the action shall be submitted to the exclusive jurisdiction of the applicable court in the city and State where School System is located (set forth in § 3 of Attachment A), and venue for the action shall be that city and State.

11.2 Entire Agreement:

All Attachments to this Agreement are fully incorporated herein. This Agreement, including Attachments, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

11.3 Limitation of Liability:

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

11.4 Severability:

If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

11.5 Attorney's Fees:

In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to other relief to which it is entitled.

11.6 Assignment:

School System acknowledges that the favorable terms of this Agreement were granted solely to School System, and that the substitution of any party by School System would destroy the intent of the parties. Accordingly, School System shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

11.7 Notice:

All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the designated representatives of the parties at the addresses set forth below their signatures on this Agreement or in Attachment A, and shall be deemed to have been duly given on the date of service if sent by facsimile (provided a hard copy is sent in one of the manners specified herein), or on the day following service if sent by overnight air courier service with next day delivery and with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

11.8 Counterparts:

This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

11.9 Waiver:

The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

11.10 Facsimile and Electronic Signatures:

The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates opposite their signatures, but such dates shall not alter the Term of this Agreement as specified in Attachment A

AVID Center,
a California Non-Profit Corporation 501(c)(3)

West Orange Public Schools
NJ

Signature: AVID Center Authorized

Signature: Superintendent or Designee

Printed or Typed Name

Printed or Typed Name

Title

Title of Designee

Date

Date

AVID Center
9246 Lightwave Avenue, Suite 200
San Diego, CA 92123
Employer ID # 33-0522594



AVID Implementation Pricing Schedule:

School System:

Legal Name of Entity: West Orange Public Schools
Federal Employer ID #: 22-600-2398
District NCES #: 3417610

Term of Agreement:

July 1, 2012 to June 30, 2013

Agreement Processing and Billing Procedures:

Contact for Contracts: Anthony Cavanna
Title: Superintendent of Schools
District Name: West Orange Public Schools
Business Address: 179 Eagle Rock Avenue
City, State, Zip Code, Country: West Orange, NJ, 07052, USA
Telephone: 973-669-5400
E-Mail: acavanna@woboe.org

Billing Contact: Donna Rando
Title: Assistant Superintendent for Curriculum & Instruction
District Name: West Orange Public Schools
Business Address: 179 Eagle Rock Avenue
City, State, Zip Code, Country: West Orange, NJ, 07052, USA
Telephone: 973-669-5400
E-Mail: drando@woboe.org

i. District Director:

AVID District Director (DD):	Donna Rando
Title:	Assistant Superintendent for Curriculum & Instruction
District Name:	West Orange Public Schools
Business Address:	179 Eagle Rock Avenue
City, State, Zip Code, Country:	West Orange, NJ, 07052, USA
Telephone:	973-669-5400
E-mail:	drando@woboe.org

Member Schools:

School System will offer the AVID program in one (1) total school(s) during the 2012 - 2013 school year.

School Name	Grades AVID Program Implemented	Program Name	Site Status
West Orange High School	9, 10, 11, 12	Secondary	Existing

Subtotal Schools

Secondary	1
Total Schools:	1

Fee Schedule:

# of Schools	AVID Secondary Membership/License Fee per School Site
1 to 9	\$3,315.00
10 to 19	\$3,025.00
20 to 29	\$2,750.00
30 to 39	\$2,085.00
40 to 59	\$1,940.00
60 to 79	\$1,940.00
80 to 99	\$1,805.00
100 to 119	\$1,805.00

One (1) Secondary school(s) X \$3,315.00 = \$3,315.00
 Total Membership Price = \$3,315.00

7. District Director Professional Development Services:

District Director(s)

Donna Rando :

ADL Training Status

Completed ADL Training

Donna Rando:

No Charge

Total District Director Professional Development Services Price =

\$0.00

TOTAL 2012-2013 IMPLEMENTATION PRICE

\$3,315.00

Plus applicable taxes

WEST ORANGE PUBLIC SCHOOLS
DEPARTMENT OF STUDENT SUPPORT SERVICES

Public Agenda

Date: 4/16/12

Attachment # 15

179 Eagle Rock Avenue • West Orange • New Jersey • 07052
Telephone: 973-669-5400 Ext. 20539
Fax: 973-669-8601

MS. CONSTANCE SALIMBENO, DIRECTOR

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

MRS. DAWN RIBEIRO, SUPERVISOR, 9-12

DATE: April 16, 2012
TO: Dr. Anthony P. Cavanna
FROM: Constance Salimbeno
RE: Agenda Item

Board approval is requested to submit to the New Jersey State Department of Education an amendment to the 2012 IDEA Basic Grant Application taking \$16,750 from 20.250.200.300.19.86 and opening two new budget lines: 20.250.200.500.19.86 in the amount of \$1,000 and 20.250.200.580.19.86 in the amount of \$3000. \$5000 was transferred into 20.250.100.110.19.86. The balance was transferred into 20.250.100.610.19.86.

c: M. Kenney

West Orange Board of Education
Office of the Business Administrator
West Orange, New Jersey 07052
973-669-5400 – Ext. 20520/20521
FAX #: 973-669-8019

Mark A. Kenney, CPA
**Business Administrator/
Board Secretary**

179 Eagle Rock Avenue

RESOLUTION 2012-2013 FISCAL YEAR

As of the date of this resolution be it resolved that the **West Orange** Board of Education does not require the Arc Kohler School to charge students for reduced and/or paid meals provided as part of their educational program in compliance with the NJ Department of Agriculture's Child Nutrition Program regulations.

In accordance with N.J.A.C. 6A:23-4.5(a)20 the West Orange School District hereby authorizes The Arc Kohler School to include the cost of meals provided within the annual tuition rate charged to students.

It is understood by the **West Orange** School District that all meals provided by The Arc Kohler School will meet the nutritional requirement of the Child Nutrition Program as administered by the New Jersey Department of Agriculture.

Mark A. Kenney, School Business Administrator

Date