

WEST ORANGE BOARD OF EDUCATION
Public Board Meeting - 8:00 p.m. – October 8, 2012
St. Cloud Elementary School
71 Sheridan 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 June 7, 2012.
- 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 September 22 and 24, 2012 (Att. #1)

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

A. Testing Report

B. Second Reading of the Following Board Policy:

Admissions

5111.00

V. REPORTS, DISCUSSIONS, AND RECOMMENDATIONS

A. PERSONNEL

1. Rescissions

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

Benjamin Gyure, 1:1 Autistic Aide, Liberty School, effective immediately

Nick Alfano, 1:1 support for student on Roosevelt School Cross Country Team, effective retroactive to 9/20/12

2. Appointments

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

David Perez, 1:1 Autistic Aide, Liberty School, BA-1, \$26,140, effective immediately (replacement)

Christina Alamo, Language Arts Teacher, Liberty School, extension of maternity leave replacement through 6/21/13, BA-1, \$240 per diem, (replacement)

Marianne Nelson, Special Education English Teacher, WOHS, maternity leave replacement, MA-1, \$256.28 per diem, effective upon completion of paperwork, through 2/14/13 (replacement)

Ernest Jean Louis, Sub Bus Driver, Transportation Department, \$17.50/hour, effective immediately

Michele Toscano, Lunch Aide (3 day/week), Mt. Pleasant School, \$16.08/hour, effective immediately (replacement - previously substitute)

Carla J. Matarazzo, Lunch Aide, Washington School, \$16.08/hour, effective upon completion of paperwork (replacement)

Tajshonah Taylor, Co-op Student, Library Aide, \$8/hour, 15 hours/week, for the period, 10/9/12-6/21/13

Christina Gonzalez, Geometry Teacher, Liberty School, an additional 1/6 of \$50,000 salary (prorated), for the period 10/9/12-12/21/12

Kathryn Furey, Guidance Counselor, recommend stipend for administering the PSAT test in the amount of \$1,250

The following instructors for Social Skills through Expressive Art, an after school program, for the period 10/9/12-6/12/13, 1.5 hours/day, 1 day/week, at an hourly rate of \$109.50, for a total of \$3,559.75 per instructor:

- **Jodie Goldstein**
- **Ana Shaw**

Co-Curricular appointment/rescissions/resignations for the 2012-2013 school year:

- Appointment, Joel Perry, Guitar Club Advisor, Redwood School, \$800 stipend
- Appointment, Margaret Geher, Art Club Advisor, Roosevelt School, \$2,030 stipend
- Appointment, Christina Ferinde, Drama Club Choreographer, Edison School, \$1,306 stipend
- Rescission, Janis Oliver, Newspaper Club Advisor, Roosevelt School
- Resignation, Nicole Suriano, WOHS Varsity Cheerleading Coach, effective 10/7/12

Staff to provide home instruction on an “as needed” basis for the 2012-2013 school year (Att. #2)

3. Leave(s) of Absence

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

Laura Martinelli, LDTC, Pleasantdale/Gregory Schools, maternity leave of absence, effective 11/21/12-11/30/13

Jennifer Marino, Grade 7 Social Studies Teacher, Roosevelt School, maternity leave of absence, effective 11/26/12-5/3/13

Rose Marie P. Kelly, Kindergarten Teacher, Gregory School, maternity leave of absence, effective 12/21/12-6/30/13

Kim Armani Greenwald, Kindergarten Teacher, Hazel School, maternity leave of absence, effective 12/22/12-6/30/13

Dr. Kimberly Mancarella, Assistant Principal, WOHS, maternity leave of absence, effective 1/16/13-6/25/13

Erica Fuentes, PSD Teacher, Pleasantdale School, unpaid leave of absence, effective 10/29/12-11/7/12

B. CURRICULUM AND INSTRUCTION

1. **Recommend approval of the following co-curricular clubs:**
- **Guitar Club, Redwood School**
 - **Art Club, Roosevelt School**

2. Recommend approval of Field Trip requests for the 2012-2013 school year (Att. #3)

C. FINANCE

1. Recommend approval of the 10/8/12 Bills List: (Att. #4)

Payroll/Benefits	\$ 1,756,143.86
Transportation	\$ 26,618.65
Special Ed. Tuition	\$ 389,997.72
Instruction	\$ 194,303.56
Facilities	\$ 195,112.66
Capital Outlay	\$ 161,527.45
Grants	\$ 403,010.98
Food Services	\$ 22,724.75
Capital Projects	\$ 63,500.00
Debt Service	\$ 2,461,025.63
Textbooks/Supplies/Athletics/Misc.	\$ 128,035.79
	<u>\$ 5,802,001.05</u>

2. Recommend acceptance of donation of \$1,099 from Washington School PTA for the purchase of educational technology for Washington School.
3. Recommend acceptance of Race to the Top (RTTT-3) Grant in the amount of \$68,430 for the period 7/1/12-11/30/15
4. Recommend approval of tuition for the 2012-2013 School Year, including Out-of-District placements, for the following:

Student #	Placement	Amount
103	Sage Day School	\$ 48,294
104	Essex High School	\$ 39,187

5. Recommend approval of professional services agreement between the West Orange Board of Education and the Center for Autism and Early Childhood Mental Health at Montclair State University, for the current fiscal year ending 6/30/13, in the amount of \$33,850, to be funded through IDEA Grant. (Att. #5)
6. Recommend acceptance of grant awards from the Child Assault Prevention (CAP) Project:
 - Edison Middle School, \$2,768
 - Liberty Middle School, \$3,622
 - Hazel School, \$2,793
 - Pleasantdale School, \$2,533

D. REPORTS

- 1. The Board of Education recognizes receipt of the HIB report for the period 9/21/12- 10/5/12**

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 October 22, 2012 at Pleasantdale Elementary School.**

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: October 2, 2012
TO: Mr. James O'Neill *ATTACH.*
FROM: Constance Salimbeno
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 2012-2013 school year.

CS: idg

C: Denise Keastead, Payroll Dept.
Jan Donato, Payroll Dept.
Kathy Papa

Applicants to provide Home Instruction – 2012-2013

Non-District Employees

Levia Spingarn-Gabel 3 Skyline Drive HQT: ABA –Elem. Ed.
Warren, NJ 07059

Sara Tarascavage 730 First Street HQT: ABA-Elem. Ed.
Lyndhurst, NJ 07071

District Employees

<u>Name</u>	<u>Where Employed</u>	<u>Certifications</u>
Andrasko, Joann	WOHS	English
Aporta, Jesse	WOHS	English
Azzato, Kristen	Edison	Language Arts, Math
Baker, Elicia	WOHS	English
Baran, Katie	WOHS	Secondary English
Berberian, Ara	WOHS	Social Studies K-12
Bollotta, Lori	WOHS	Math - Special Education
Bradley, William	WOHS	Social Studies
Brandt, Ronald	WOHS	Physical Science
Breyard Dara	WOHS	Math
Brewer, Jennifer	Edison	Elementary Ed. , MS Science
Cardinelli, Dianne	Liberty	Science, Social Studies, Math, Lang. Arts
Carrera, Anton	Edison	Language Arts, Social Studies
Ciccaglione, Barbara	WOHS	Math
Cohen, Todd	Liberty	Math, Social Studies
D'Andrea, Rachael	Liberty	English K-8; English; Reading
Deardorff, Jill	Pleasantdale	Special Ed, General Ed K-5
DePalma, Jeanette	WOHS	English, Math
dePinto, Olympia	WOHS	Italian; Spanish.
DeRosa, Janis	WOHS	Special Ed - Math; Language Arts; Histor
DiPani, Monika	Roosevelt	Spec. Ed-K-8, HQT: all subjects
Dower, Kelly	WOHS	English, History, Reading
Ellingham, Michele	Roosevelt	Elementary k-8
Frey, Keith	WOHS	Chemistry, Science
Garrison, Theresa	Pleasantdale	Occupational Therapy
Guerriero, Patricia	PI/Mt. Pl.	Occupational Therapy
Johnson, Meredith		BCBA, Teacher of Handicapped, MA,ED
Johnston, Ashley	Mt. Pleasant	Elementary Ed., Teacher of students w/Dis
Kale, Mayda	WOHS	Spec.Ed-K-12; History, Math
Kelleher, Elizabeth	WOHS	Math (7-12)
Kim, Young	WOHS	Math

Kremer, Tamara
Laureni, Sonia
Lawrence, Michael
Lott, Karen
Macowski, Isabel
McGonigle, MaryAnn
McIntosh, Sarah
McSharry, Kelly
Mitchell, Brad
Montague, Caniece
Montgomery, Maria
Morais, Michelle
Norville, Allan
Olsinski, Marybeth
O'Neill, Christine
Ostanski, Rachel
Paradiso, Gina
Patel, Shrina
Perrone, Thomas
Pfarr, Suzanne
Porter, Lauren
Postiglione, Joe
Roncero, Juan
Rud, Rebecca
Salzman, Matthew
Samra, Arielle
Sehr, David
Shah, Shaan
Solimo, Maryann
Speer, George
Steinberg, Lynne
Suriano, Stephanie
Tick, Jonathan
Travaglio, Alyssa
Varanelli, Stacie
Villalobos, Lisette
Werner, Madelaine
Wiggins, Janet

Liberty
WOHS
WOHS
Hazel
WOHS
WOHS
Gregory
Roosevelt
WOHS
WOHS
WOHS-Retired
WOHS
WOHS
Hazel
WOHS
WOHS
WOHS
Liberty
Edison
Pleasantdale/Washington
Roosevelt
Mt. Pleasant
WOHS
Roosevelt
WOHS
WOHS
WOHS
WOHS
Liberty
WOHS
WOHS
WOHS
WOHS
Roosevelt
Hazel
Liberty/Roosevelt
Pleasantdale
Edison

Social Studies
Science
Physics
Elementary Ed - K-8 Spec. Ed - LDTC
Spanish
Language Arts
School Counselor
Bus. Ed; Elem. Ed; Middle School Math
Biology, Science
Math
Spanish
Social Studies
Math
K-5, Middle School Social Studies
Math
Social Studies 9-12
TOHandicapped; English, History, Science
Math - Secondary - 7-12
Elementary K-8, Social Studies
Speech Therapist
Elem. Ed; Math (Middle School)
Special Ed.
Spanish
K-5, Teacher of Handicapped
Biology, Chemistry, Earth Science, Physics
Math, Special Education
Social Studies
Math
Reading, Language Arts
Math
Geometry, Algebra
Chemistry, Physics, Science 7-12
Math
English, Reading
Elementary Ed – MS-Reading-Lit.
Art
Speech Therapist
Language Arts

**West Orange Public Schools
Field Trips 2012-2013**

School: Edison Middle School

Destination
Edison Museum
Liberty/Roosevelt SPED Orientations
Frogbridge - Millstone, NJ

**West Orange Public Schools
Field Trips 2012-2013**

School: Liberty Middle School

Destination
Water Quality Study - Degnan Lake, WO
Helping Hands to Katz House for Senior Citizen Event, WO
Student Council Community Service Trip to Senior Citizen Residence (Renna House) WO
Italian Class to Eataly 200 5th Avenue, New York
HAP class to Central Office, WO
Helping Hands Toys for Tots to Camden Street School, Newark
Select Strings to perform at Whole Foods and Summit Care Center in WO
Math Curriculum Related Trip to Math Museum, NYC
Kam Man Foods (Chinese market) in East Hanover, Roosevelt, Liberty and WOHS
Science Curriculum Related Trip to Live From the Surgery at Liberty Science Center, Jersey City, NJ
Helping Hands to Katz House- Senior St. Paddy's Event, WO
Liberty & Roosevelt Art classes to Metropolitan Museum of Art, NYC
Liberty & Roosevelt Art classes to Storm King Art Center, New Windsor, NY
Liberty & Roosevelt Art classes to LaPlaca Pottery Works, Point Pleasant, NJ
Select Strings to perform St. Patricks celebration at Brighton Gardens Nursing Home and Summit Care Center in WO
Science Curriculum Related Trip to Bodies Exhibition, NYC
Student Council Community Service Trip to Senior Citizen Residence (Degnan House), WO
Italian classes to Di Capo Opera theater 184 E 76 St. in New York
Student Council and Helping Hands to Food Bank, Hillside
Helping Hands to Washington Elementary School, WO
Unity Club & Student Council Trip to United Nations, NYC
Class trip to Rocking Horse Ranch
Class trip to Baltimore, MD - 1 night

**West Orange Public Schools
Field Trips 2012-2013**

School: Roosevelt Middle School

Destination
Barnes & Noble - Livingston Mall
Broadway (NYC)
Bronx Zoo (NYC)
Canterbury Nursing Home - BBQ - Bingo
Central Office
Coventa Recycling Plant
Dollar Tree - Prospect Shopping Center
Don Quiote Theatrical Productions - Union City
Donaldson Farms - Hackettstown
Eagle Rock Diner - 410 Eagle Rock Ave.
Eagle Rock Lanes - West Orange
Eagle Rock Reservation - Picnic
Environmental Center
Essex Green
Essex Green Theatre - West Orange
Grounds for Sculpture
Hallmark - Essex Green
Hispanic Flamenco Ballet - Union City, NJ
Kings Day Celebration, Union City, NJ
K-Mart - 235 Prospect Ave.
LaPlaca Pottery Works
Liberty M.S. (Afternoon)
Liberty Science Center Exhibits
Liberty Science Center IMAX Theater
Livingston Community Center
Livingston Mall - 112 Eisenhower Parkway
Medieval Times
Metropolitan Museum of Art
Montclair Art Museum
Morristown College Plantarium
Museum of Modern Art
Music in the Parks Festival - Dorney Park
NJPAC - 1 Center St. Newark NJ
Panera - Essex Green - 510 Prospect Ave.
Rayes Culturales; Day of the Dead-New Brunswick
Sears - Livingston Mall - 112 Eisenhower Pk.

**West Orange Public Schools
Field Trips 2012-2013**

School: Roosevelt Middle School

Destination
Shop Rite - Essex Green
St. Cloud Healthcare Center - West Orange
Straight A Luncheon
TD Bank - 455 Prospect Ave.
TGI Friday's - 495 Prospect Ave.
The Great Swamp
Toy Drive - Camden St. School- Newark, NJ
Turtleback Zoo - West Orange
Verona
W.O. Post Office - 634 Eagle Rock Ave.

**West Orange Public Schools
Field Trips 2012-2013**

School: Gregory School

Destination
Turtle Back Zoo
West Orange Public Library
PaperMill Playhouse - Click Clack Moo
Morris Museum
Morris Museum
Morristown Community Theater - The Paper Bag Players Dadles & Sunshine
Degman Park - Grade Level Picnic
West Orange Town Hall
West Orange High School - Instrument demo
Trenton
Newark Museum
Edison Middle School
Grade Level Trip has not been determined yet.
Band, Orchestra - Livingston Mall
Chorale - Nursing Home or Rehabilitation Center

**West Orange Public Schools
Field Trips 2012-2013**

School: Hazel

Destination
Ort Farms, Long Valley
Jenkinson's Aquarium, Point Pleasant
Montclair State University, Play (RLAL)
Planetarium, CCM (Science)
Essex County Environmental Center
Sandy Hook, Sea Grant Consortium
Liberty Science Center, IMAX theatre, "Flight of the Butterflies"
Paper Mill Playhouse, "Charlotte's Web", (LA)
Town Hall Government Trip WO
WO Instrument Demo at WOHS
Newark Museum
Ellis Island Museum, Liberty State Park
Montclair State University, Play "Freedom Train"
Paper Mill Playhouse, "Suessical"
Resource Trip to Edison for Orientation
Trip to Edison for Orientation
PTA Sponsored/Spirit Cruise
Pride Expo
PTA Sponsored/Autumn Science Exploration Day Trip

**West Orange Public Schools
Field Trips 2012-2013**

School: Mt. Pleasant

Destination
Ort Farms, Long Valley (w P'dale)
Liberty Science Center
WO Public Library
Frelinghuysen Arboretum, Morristown
Frelinghuysen Arboretum, Morristown
Native Lands, Parsippany
Edison Museum
West Orange Town Hall
WOHS Grandparent Report Taping
Fosterfields Farm, Morristown
Turtle Back Zoo
Rocking Horse Ranch, Highland NY
Spirit Cruise, Weehawkin
Green Hill Nursing Home, Band & Chorus
Pride Expo, Livingston Mall

**West Orange Public Schools
Field Trips 2012-2013**

School: Pleasantdale

Destination
Fairfield Farms
Turtle Back Zoo
Whole Foods Grocery
Environmental Center
Essex County Environmental Cntr
Turtle Back Zoo
Ort Farms
Paper Mill Playhouse
Green Hill Retirement Community
Ort Farms
Mt. Pleasant School-Carnival
Morris Museum Lego Exhibit
Trailside Nature & Science Center
Sun High Orchards
Liberty Science Center
Edison Museum
West Orange Town Hall
West Orange Bus Tour
Newark Museum
Ellis Island
Camp Johnsonburg
Bronx Zoo
Chorus to PRIDE concert

**West Orange Public Schools
Field Trips 2012-2013**

School: Redwood

Destination
Edison Museum
Edison Museum
Montclair Art Museum Native Am.
Turtle Back Zoo
Turtle Back Zoo (Including Spec. Ed.)
Newark Museum *Snow Date: April
Native Lands Exhibit - Parsippany
WOHS - 3rd Grade Instrument Demo
Town Hall
Community Tour of West Orange
Edison Museum
Frelinhysen Arboretum
Waterloo Village
Liberty Science Center
PRIDE in Education Expo - Livingston Mall
Spirit Cruise
Planetarium
WOEA Pride Chorus & Chamber Livingston Mall
NJPAC to see the NJSO
Chamber Chorus sings at Brighton Gardens
Spec, /Ed Student Orientation RMS
Spec. Ed Student Orientation EMS
5th Grade Student Orientation EMS

**West Orange Public Schools
Field Trips 2012-2013**

School: St. Cloud

Destination
WO LIBRARY
PAPERMILL PLAY HOUSE
ESSEX COUNTY ENVIORNMENTAL CENTER
MORRIS COUNTY PLANTERIUM
ESSEX COUNTY ENVIORNMENTAL CENTER
PAPERMILL PLAY HOUSE
WO TOWN HALL GOVERNMENT WEEK
WOHS - MUSIC PROGRAM INTRODUCTION
WO LIBRARY, PICNIC EAGLE ROCK RESERVATION
NEWARK MUSEUM AND TURTLE BACK ZOO
MEDIEVAL TIMES
SPIRIT CRUISE

**West Orange Public Schools
Field Trips 2012-2013**

School: Washington School

Destination
Police Department Visit
Ort Farm, Long Valley
Firehouse Visit W.O.
Whole Foods W.O.
Dental Health Visit - Speaker to come to school
Home Depot
Montclair State University Theatre Performance
Jenkinsons Aquarium Point Pleasant NJ
Wightman's Farm
W.O. Public Library
Turtle Back Zoo
Morris Museum
College of Morris - Planetarium
Wightman's Farm
Government Day (Town Hall) - District Wide
W.O. Community Tour - District Wide
Edison Site
W.O. High School Instrumental Assembly - District Wide
Turtle back Zoo
Franklin Mineral Museum
Newark Museum
American Museum of Natural History in NYC
Environment Center in Roseland NJ
NJ Curise in Weehawken - PTA Sponsored
Pool Party at Ginny Duenjel Pool - PTA Sponored
PRIDE in Music Performances at Livingston Mall

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and dated this 8th day of October, 2012 between the Center for Autism and Early Childhood Mental Health at MONTCLAIR STATE UNIVERSITY hereinafter referred to as "Consultant") and the West Orange Board of Ed. (hereinafter referred to as "Company").

WITNESSES THAT:

NOW, THEREFORE, in consideration of the foregoing premises, and of the mutual covenants and promises herein contained, the parties agree as follows:

ARTICLE 1: SCOPE OF SERVICES

1.1 CONSULTANT shall provide Services, as requested by Company as outlined in "Attachment A" of this document.

ARTICLE 2: TERM

2.1 Work to be performed by the CONSULTANT shall be completed by the end of Consultant's fiscal year which is June 30th following the date this Agreement is signed by all parties. All services will occur on dates and times mutually agreed upon by the CONSULTANT and the COMPANY unless otherwise stated in Attachment A.

The CONSULTANT shall use its best skill and professional judgment to cause the work to be performed in a prompt and expeditious manner.

ARTICLE 3: COST OF SERVICES

3.1 **Agreement Limit.** The COMPANY shall pay CONSULTANT for the work completed under Article 1.0 as indicated in Attachment A and in a total amount not to exceed the amounts stated in Attachment A. CONSULTANT shall not exceed this amount without prior written authorization from the Company.

3.2 **Reimbursement.** The Company shall pay CONSULTANT based on the billing rates and other associated costs set forth in Attachment "A." All invoices for the Work shall detail the individuals performing the Work, the Work to be performed and the time spent and materials used in connection with the Work. All invoices submitted to the Company shall be sent to the Company by Consultant at the address set forth above.

The CONSULTANT shall be responsible for the payment of all taxes with respect to the labor and materials used in connection with the Work, including, without limitation, all unemployment, payroll and federal taxes.

ARTICLE 4: TAXES

CONSULTANT is exempt from all New Jersey sales, use and local taxes under N.J.S.A. 54:32B-9A.

ARTICLE 5: INVOICES AND PAYMENTS

- 5.1 Unless otherwise stated in Attachment A, CONSULTANT shall invoice the Company on a monthly basis. All invoices shall be submitted to the Company at the address specified.
- 5.2 The Company shall make payment in full to CONSULTANT within thirty (30) days of the date of each invoice.

ARTICLE 6: OWNERSHIP and USE of DOCUMENTS

All documents, data, and information generated by or on behalf of CONSULTANT, shall belong to and be the property of the CONSULTANT and copies shall be delivered to the Company promptly upon demand.

ARTICLE 7: INDEMNITY

Any agreement or arrangement signed or entered into on behalf of Montclair State University and/or the State of New Jersey by a State Official or employee shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry Public Liability Insurance, but the liability of the State and the obligation of the State to be responsible for Tort Claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The State of New Jersey and Montclair State University assume no obligation to indemnify or save harmless the Company, its agents, servants, employees or subcontractors for any claim which may arise out of its performance of this Contract.

Company agrees to defend, indemnify and hold harmless the State of New Jersey, Montclair State University and its employees from and against any and all loss or liability including claims, demands, suits, actions, recoveries, judgments, costs, damages, attorney's fees and expenses of any nature whatsoever for personal injury (*including death*) or loss or damage to property, which shall arise from or result directly or indirectly, including loss or liability which may arise whenever or to the extent that such loss or liability arises directly or indirectly out of or occurs by reason of the alleged negligent acts or omissions of any of the Company's agents, administrators or employees in connection with, or in any manner related to the Company's performance of the Contract. The Company's liability under this Contract shall continue after the termination of the Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to its termination.

ARTICLE 8: TERMINATION

Either party, with or without cause, may terminate the Agreement upon five (5) days prior written notice to the other. In the event of termination, Company shall pay the CONSULTANT for the time spent and materials used in connection with the Work through the effective date of the termination, plus reasonable time and expenses necessary to close out or deliver to the Company the Project Files if the Work is billed on a time and material basis, or a pro rata portion of the fee based upon the percentage of the Work performed if the Work is billed at a flat fee. With the exception of Company’s obligations in Article 6 and 7, Company shall have no other obligation to the CONSULTANT in the event of termination.

ARTICLE 9: INDEPENDENT CONTRACTOR

CONSULTANT shall remain an independent contractor in the performance of Services under this Agreement, and all employees assigned by CONSULTANT to perform Services for the Company shall remain at all times the employees of CONSULTANT for all purposes and shall not be deemed to be employees of the Company.

ARTICLE 10: NOTICES AND CORRESPONDENCE

The Company and CONSULTANT designate the following individuals as their representatives for all matters arising under this Agreement and all related Assignment Orders. All notices and correspondence related to this Agreement shall be in writing and sent to these representatives at the following addresses by overnight delivery:

CONSULTANT

Director: Gerard Costa, Ph.D.
Center for Autism and Early
Childhood Mental Health

14 Normal Ave.

Montclair, NJ 07043

MONTCLAIR STATE UNIVERSITY

Dean: Francine P. Peterman, Ph.D.

College of Education and Human Services

1 Normal Ave.

Montclair, NJ 07043

ARTICLE 11: GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey without regard to choice of law principles, by the Superior Court of New Jersey.

ARTICLE 12: AFFIRMATIVE ACTION:

CONSULTANT, and any consultants engaged by it, shall comply with N.J.S.A. 10:2-1 through 10:2-4 which prohibit discrimination in the employment on public contracts. The statute and the rules and regulations promulgated thereunder shall be considered to be part of this contract and binding upon the CONSULTANT and its consultants. During the performance of this contract, the CONSULTANT agrees that:

- a. CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT shall take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause.
- b. CONSULTANT shall, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- c. CONSULTANT shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the CONSULTANT's commitment under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In addition, as required by N.J.S.A. 10:5-4.1, any unlawful discrimination against any person because of a physical handicap, or any unlawful employment practice against such a person is prohibited unless the nature and the extent of the handicap necessarily precludes the performance of the particular employment.

CONSULTANT shall comply with Public Law P.L. 1975, Chapter 127, of the New Jersey Statutes, as set forth in the Manual for Affirmative Action Regulations.

ARTICLE 13: SEVERABILITY

If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 14: NON-WAIVER

Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which it shall have available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

ARTICLE 15: ENTIRE AGREEMENT, AMENDMENTS AND HEADINGS

15.1. This Agreement and related Assignment Orders constitute the entire agreement between the parties hereto and supersedes any previous agreements or understandings, whether oral or written. Any printed terms and conditions contained in purchase orders, invoices or other documents issued by the Company or CONSULTANT shall be of no effect and shall be superseded by this Agreement.

15.2 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

15.3 The headings assigned to the articles of this Agreement are for convenience only and shall not limit the scope and applicability of the articles.

ARTICLE 16: ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns; however, no right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party, and no delegation of any obligation owed, nor the performance of any obligation, by either party may be made without the prior written permission of the other party.

ARTICLE 17: SURVIVAL OF CERTAIN PROVISIONS

The terms, provisions, representations, warranties and covenants contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder shall so survive the completion of performance, expiration or termination of this Agreement.

ARTICLE 18: FURTHER ASSURANCES

Each party agrees to execute such further papers, agreements, documents, instruments and the like as may be necessary or desirable to effect the purpose of this Agreement and to carry out its provisions.

ARTICLE 19: COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement is entered into by the parties as of the day and year first written above and is to be executed by the parties' duly authorized representatives.

Company XXXX

Mark A. Kenny
Signature

Print

Title

Date

Montclair State University

Signature

Print

Dean, College of Education and Human Services

Title

Date

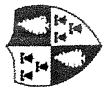
Center for Autism and Early Childhood Mental Health at Montclair State University

Signature

Print

Title

Date



MONTCLAIR STATE
UNIVERSITY

College of Education and Human Servi.
Center for Autism and Early Childhood Mental Health
14 Normal Avenue
Voice: 973-655-6685
Fax: 973-655-5376
Website: <http://cehs.montclair.edu/academic/ca/index.shtml>

Attachment A

Training and Consultation Services in Developmental, Interdisciplinary
Approaches to Children with Autism

Submitted by:

Center for Autism and Early Childhood Mental Health
College of Education and Human Services
Montclair State University

Gerard Costa, Ph.D., Director and Senior Lecturer
Corinne Catalano, MA, School Psychologist/Educational Consultant

To

Constance Salimbeno
Director
Student Support Services
West Orange Public Schools

Date: August 2, 2012
(Revised)

The goal of this proposal is to support the West Orange Public Schools' administration and staff in the development of an interdisciplinary developmentally appropriate program to meet the specific needs of children with autism. At the core of the program would be an interdisciplinary team including consultants from Montclair State University's Center for Autism and Early Childhood Mental Health, the director of special services, the school principal, special educators, general educators, speech and language therapists, occupational therapists, paraprofessionals and members of the child study team. The inclusion of *grade level general educators into joint planning as well as professional development workshops would be helpful in promoting the move to more inclusion as well as supporting the special education classroom teachers in planning for their students according to the grade level core curriculum.*

This observation/consultation component, professional development days, as well as monthly team consultation meetings will explore ways to evaluate and provide treatment and education to children who show impairments in the development of three general areas: 1) social-relatedness, 2) communication/language, and 3) stereotypic behaviors. These children have often been assigned diagnoses that cover the broad spectrum of problems that can co-exist in these areas, most notably Autism Spectrum Disorder (ASD). The perspective that guides this training is rooted in a developmental perspective, in which capacities in all areas of development are viewed as integrated and unfolding in a sequential order. Additionally, this approach views the distinction between biological and psychological development as artificial, so that all educational staff will be encouraged to consider each child's level of development in multiple areas, their unique biological/constitutional profile, and the nature of how family, community and educational relationships are vehicles for developmental and educational growth. This approach builds on the seminal work of Stanley Greenspan, Serena Wieder and their colleagues.

General principles of development and the formation of human attachment will be examined, and a comparative analysis of existing treatment approaches will be presented. The greater part of this training will examine the sensory and regulatory bases of development, and how children with impairments in the three noted areas often display individual differences in their sensory and regulatory functioning that may interfere with, and render them less available for, social relationships and learning. We will review concepts that help us understand how each child's "problems" inform us about their needs, and then develop strategies for intervention and education. We will then discuss the characteristics of the children being served by the school and develop some ideas about working in the classroom and in the home/community, so that educators and family will work together, guided by the same goals.

Building the Interdisciplinary Team

Weekly classroom visits and “in-the-moment” discussion with classroom staff by the consultants will be critical in both developing relationships with classroom staff and gaining knowledge of the students to draw upon and incorporate into professional development workshops. The ability to videotape children and classroom sessions will be helpful in achieving the goals of this consultation project. Central to the consultation process will be a full day professional development program. This training will prepare all for a regular monthly consultation held throughout the remainder of the school year, so lessons learned can be elaborated and applied in the classroom, and shared with the home.

Partnership with Families

Two Parent Workshops will be offered during the year building on the idea that family and educational relationships are vehicles for developmental and educational growth. These workshops will be collaboratively planned and presented by an MSU consultant, district related service providers (occupational therapy and speech and language) and administrators.

Six components are proposed:

1. A pre-consultation survey of all staff involved in the project
2. Weekly classroom observation and *in vivo* discussions with classroom staff by CAECMH consultants for each of the targeted 4 classrooms (3 self-contained, 1 inclusion)
3. Professional development educational programs on Autism Spectrum Disorder (ASD), approaches to assessment, developing a child’s unique profile, and employing research-based, best-practice models and educational strategies. *Scheduled for November 6, 2012 (Full day), January 18 & February 14, 2013 (Half Day)*
4. Monthly team meetings/case consultation
5. Parent Workshops
6. Post-project evaluation

These components, and projected costs, are described in the following chart.

Overview of Consultation Project

Component	Description	Objectives	Time/Team	Cost basis
Weekly observations	Conduct weekly one-hour classroom observation/staff discussions	<ul style="list-style-type: none"> ● Gather information about children and staff and current curriculum, practices and activities ● Provide initial and ongoing guidance and mentorship to classroom staff and team ● Apply emerging knowledge about practices <i>in vivo</i> 	In-class observations for 6 target classrooms by consultant	6 hours/week at \$175/hour for 24 weeks = \$25,200
1 Full-Day Professional Development Program plus 2 half day Professional Development Programs	Overview of the neurology of ASD and importance of developmental relationship-based interventions.	<ul style="list-style-type: none"> ● Brief review of brain development and differences in children with ASD ● Overview on approaches to education ● Research on social interventions ● Developmental, Individual-difference, Relationship-based (DIR®) approach ● Floortime “strategies” and philosophy – “infused” interventions ● Links to theories of learning and development ● Overview of 8 sensory systems ● Concept of sensory “Regulatory” process ● Sensory processing, modulation, integration ● Overview of motor system: tone, strength, balance and integration ● Consideration of “core” deficits in moving from “ideas” to actions: intentionality ● Affect and gestural precursors to language ● Communication and “speech” as related but distinct; oral motor process ● Receptive and expressive language domains 	12 hours on-site (Preparation and materials)	\$3,000

		<ul style="list-style-type: none"> • Bloom-Lahey model: Form, Content, Use • Overview of stages of “functional emotional development levels” and relationship to developmental domains • Critical importance of “regulation” as an individual capacity and a “teacher-driven” process (co-regulation) • Origins of symbolic thought • Overview of developmental changes in cognition and play • Play as the “vehicle” for educational activities 		
Monthly meetings	Monthly meetings with faculty and multidisciplinary team	<ul style="list-style-type: none"> • Promote interdisciplinary coordination, • Review videotapes/case presentations • Develop strategies adapted to each child’s unique profile • Develop realistic IEP goals • Promote integration with family • Understanding the benefits of developing “I” statements. • Learning the “Template” for developing a child’s unique self–statement. • Understanding LRE and individualizing ways to address the goals and objectives of general education in response to each child’s profile. 	1.5 hour X 7 months	\$ 2,100
2 Parent Workshops	One 2-hour workshop co-presented by MSU consultant and district	<ul style="list-style-type: none"> • Parent education on typical and atypical child development • Parent support in developing an individual profile of their child • Collaboration between MSU 	4 hours on-site (preparation & materials)	\$1,050

	occupational therapist(s) One 2-hour workshop co-presented by MSU consultant and districts speech and language therapist(s)	consultant and district related service providers	
Evaluation	Evaluation of the project	<ul style="list-style-type: none"> Development, analysis and report 	\$ 2,500
TOTAL			\$ 33,850

Continuing Education/Professional Development Credit

The Center for Autism and Early Childhood Mental Health, through The College of Education and Human Services at Montclair State University, will offer 22.5 Professional Development Hours (potential number of hours; contingent on staff attendance at all sessions) approved by State of NJ DOE to participating educators. The CAECMH will also explore the possibility of awarding LPC Continuing Ed hours approved by NBCC, for staff who could benefit from those hours.

Contact:

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- Corinne Catalano, MA at 973-655-4358 or catalanoc@mail.montclair.edu