

MANASQUAN SCHOOL DISTRICT BOARD OF EDUCATION MEETING

Manasquan Borough
New Jersey
November 20, 2012

Manasquan High School
Media Center
7:00 p.m.

Work/Action Agenda

1. Call to Order

Opening Statement: Pursuant to New Jersey Administrative Code, Title 10, Chapter 4, Subchapter 10, notice of this meeting has been provided by publication in the Asbury Park Press, and the Coast Star and posted in the Borough Hall of Manasquan and in the schools within the time limits prescribed by law.

2. Pledge of Allegiance

3. Roll Call

Julia Barnes, Thomas Bauer, Jack Campbell, Kenneth Clayton, Michele Degnan-Spang, Linda DiPalma, Mark Furey, Michelle LaSala, Michael Shelton, Katherine Verdi, Patricia Walsh, John Winterstella

4. Mission Statement

Manasquan School District's mission is to empower students to reach their potential and become life-long learners. We strive to ensure that students play an active role in their education, are guided by rigorous academic standards aligned to the New Jersey Core Curriculum Content Standards, and function within a community that regards students, educators, and parents as full participants in the educational process. We dedicate ourselves to the realization of a supportive learning environment that nurtures growth, personal integrity, and mutual respect.

5. Statement to Public

Often times it may appear to members of our audience that the Board of Education takes action with very little comment and in many cases by unanimous vote. Before a matter is placed on the agenda at a public meeting, the administration has thoroughly reviewed the matter with the Superintendent of Schools. If the Superintendent of Schools is satisfied that the matter is ready to be presented to the Board of Education, it is then referred to the appropriate Board committee. The members of the Board committee work with the administration and the Superintendent of Schools to assure that the members fully understand the matter. When the committee is satisfied with the matter, it is presented to the Board of Education for discussion before any final action is taken. Only then is it placed on the agenda for action at a public meeting. In rare instances, matters are presented to the Board of Education for discussion at the same meeting that final action may be taken.

6. Acceptance of Minutes

7. Presentations

8. Reports

9. Superintendent's Report & Information Items

11/20-02 Recommend **approval** of the acceptance of the Superintendent's Reports as listed below:

Enrollment Report – Document A
Suspension, Bus & Fire Drill Reports- Document B
HIB Report Document C

10. Public Comment on Agenda

Time may be allocated for public comment at this meeting. Each speaker may be allotted a limited time when recognized by the presiding officer. Individuals wishing to address the Board shall be recognized by the presiding officer and shall give their names, addresses and the group, if any, that they represent. Although the Board encourages public participation, it reserves the right, through its presiding officer, to terminate remarks to and/or by any individual not keeping with the conduct of a proper and efficient meeting. During the public participation portions of this meeting, the Board will not respond to questions from the public involving employment, appointment, termination of employment, negotiations, terms and conditions of employment, evaluation of the performance of, promotion or disciplining of any specific or prospective or current employee. This public forum is limited to comment on items included in this agenda only.

11. Manasquan

11/20-03 Recommend **approval** of the Elementary School personnel as specified in Document D.

11/20-04 Recommend **approval** of the Elementary School Professional Days and Field Trips submitted as per Document E.

11/20-05 Recommend **approval** of the amended schedule for Elementary School Parent/Teacher Conferences as follows:

Evening Conferences: Thursday, November 29, 7:00 – 9:00 p.m.

Daytime Conferences: Monday, December 3 – 12:30 Closing
Tuesday, December 4 – 12:30 Closing
Wednesday, December 5 – 12:30 Closing

11/20-06 Recommend **approval** of Robert J. Mahon as Interim Superintendent of Schools for the Manasquan School District, effective November 1, 2012.

11/20-07 Recommend **approval** that all proceeds from the November 10, 2012 football game, and a portion of the proceeds from the November 22, 2012 Thanksgiving Day football game be donated for the purpose of local disaster relief.

11/20-08 Recommend **approval** of the revised 2012-2013 School Year District Calendar as per Document F.

- 11/20-09 Recommend **approval** to accept a gift from the Manasquan Elementary School PTO, in the amount of \$7,303.94, for the purchase of sound system components for use in the elementary school cafetorium from Concept Professional Systems.
- 11/20-10 Recommend **approval** of occupational therapy services be provided by Somerset County Education Services Commission for Manasquan student number #191390, for the 2012-2013 SY, for two 30 Minute sessions per month at a rate of \$98.00 per hour, plus 6% administrative fee, for a total of 8 months, not to exceed \$850.00.
- 11/20-11 Recommend **acceptance** of the following Financial Reports, Elementary School **Central Funds Report** as noted in **A** and **B**:

A) Secretary's Financial & Investment Report as per Document G.

B) Elementary School Central Funds Report as per Document H.

A) The Business Administrator/Board Secretary certifies that as of **September 30, 2012** no budgetary appropriations account has obligations and payments, which in total exceed the amount appropriated by the Board of Education of the Borough of Manasquan.

Be It Resolved: Pursuant to N.J.A.C. 6:20-2A.10(d), the Board of Education of the Borough of Manasquan accepts the **Business Administrator/Board Secretary's** certification as of **September 30, 2012** that no budgetary appropriations account has obligations and payments, which in total exceed the amount appropriated by the borough of Manasquan Board of Education.

Recommend acceptance of the **Secretary's Financial & Investment Report** and the **Treasurer's Report**, for the month ending **October 31, 2012** per Document G. (The Treasurer of School Moneys Report for the month of **October 2012** is on file in the Business Office and is in balance with the Secretary's Report)

Pursuant to N.J.A.C. 6:20-2A.10(e), we the members of the Board of Education of the Borough of Manasquan, County of Monmouth, after having reviewed the Report of the Secretary and upon consultation with the appropriate officials, certify that as of **October 31, 2012** it is to the best of our knowledge that no major account fund has been expended and that sufficient funds are available to meet the district's financial obligations for the remainder of the fiscal year, and that the Board of Education further approves the **transfers** made with line item accounts of the current expense portion of the **2012-2013 budgets** for **October** and **November** as recommended by the Superintendent of Schools, as per Document G.

B) **Recommend acceptance** of the **Elementary School Central Funds Report** for the month ending **October 31, 2012** as per Document H.

12. Manasquan/Sending Districts

- 11/20-12 Recommend **approval** of the **High School personnel** as specified in Document 1.
- 11/20-13 Recommend **approval** of the **High School Professional Days and Field Trips** submitted as per Document 2.
- 11/20-14 Recommend **approval** of the students for treatment and/or placement as prescribed by the **Child Study Team** as per Document 3.
- 11/20-15 Recommend **approval** of a **Budget Calendar** for the **2013-2014 SY** as per

Document 4 .

- 11/20-16 Recommend **approval** to enter into an agreement with Teachscape, Inc. to provide Danielson Framework Administrator Training and Proficiency Test Licenses, Individual Teacher Effectiveness Series Licenses, and Teachscape Reflect individual user account licenses, in the amount of \$17,734.00, per Document 5 .
- 11/20-17 Recommend **acceptance** of the following **High School Central Funds Report, Purchase Orders and Payment and Confirmation of Bills (Current Expense)** as noted in A, B, C and D.

- A) High School Central Funds Report as per Document 6 .
- B) Purchase Orders as per Document 7 .
- C) Cafeteria Report as per Document 8 .
- D) Bills and Confirmation of Bills (Current Expense)

- A) **High School Central Funds Report** for the month ending **September 30, 2012** as per Document 6 .
 - B) **Purchase Orders** for the month of **October 2012**, be approved, as per Document 7 .
 - C) Recommend **acceptance** of the **Cafeteria Report** for the month ending **October 31, 2012** as per Document 8 .
 - D) **Be it Resolved:** that the **Bills (Current Expense)** in the amount of **\$ 1,569,037.20** for the month of **November 2012** be approved. Records of, checks (# 31906 - # 31976) and distributions are on file in the Business Office.
- Confirmation of Bills (Current Expense)** for **October 2012** at **\$ 2,044,234.04** and checks (# 31752 - #31906).

13. Old Business/New Business

14. Public Forum

15. Sunshine Law Resolutions

The Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. allows for the exclusion of the public from that portion of a public meeting when certain matters which might endanger the public interest or risk the deprivation of individual rights are discussed; and

The Board of Education wishes to discuss the following matters in a non-public closed meeting with the resulting discussion being made public when a proper conclusion has been reached and there is no longer a need for confidentiality:

- 1. Matters rendered expressly confidential by state or federal law or a rule of court.
- 2. Matters in which the release of information would impair a right to receive funds from the United States Government.
- 3. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy unless the affected individual or his or her parent or guardian shall request in writing that the matter be disclosed at a public meeting.

- ___ 4. Pending or anticipated negotiations concerning a collective bargaining agreement with the ___ Association.
- ___ 5. Any matter involving the purchase of real property with public funds, the setting of banking rates or investment of public funds.
- ___ 6. Any tactics and techniques utilized in protecting the safety and property of the public or any investigations of violations or possible violations of law.
- ___ 7. Any pending or anticipated litigation or contract negotiations other than collective bargaining contract negotiations in which the Board of Education is or may become a party or any matter falling within the attorney-client privilege to the extent confidentiality is required in order for the attorney to exercise his or her ethical duties as an attorney.
- ___ 8. Any matter involving the employment, appointment, termination of employment and the conditions of employment, evaluation or disciplining of any specific employee, unless the individual employee requests in writing that the matter be discussed at a public meeting.
- ___ 9. Any deliberations that may result in the imposition of a civil penalty or suspension.
- ___ 10. Any appointment of a public official.

NOW, THEREFORE, BE IT RESOLVED, the Manasquan Board of Education will hold a closed executive session immediately . It is anticipated that the closed session will not last longer than ___ minutes. [Action may be taken during the public portion of the meeting following the recess of the executive session] or [the Board of Education will not be returning to public session after the closed session].

16. Adjournment

11/20-18 Motion to Adjourn

MANASQUAN PUBLIC SCHOOLS
October 31, 2012 ENROLLMENT REPORT (GRADE SIZES)

ELEMENTARY SCHOOL

Grade	Comparative Figures - ES				
Kdg	69	(4 sections)	September	2000	695
1st	75	(3 sections)	September	2001	695
2nd	53	(4 sections)	September	2002	691
3rd	76	(4 sections)	September	2003	691
4th	81	(3 sections)	September	2004	681
5th	71	(3 sections)	September	2005	703
6th	60	(4 sections)	September	2006	688
7th	91	(4 sections)	September	2007	684
8th	77	(4 sections)	September	2008	696
Pre-Schl. Hand.	5	(1 section)	September	2009	709
LD	6		September	2010	684
Total	664		September	2011	677
			September	2012	663

HIGH SCHOOL

	Grade 9	Grade 10	Grade 11	Grade 12	Totals
Avon	8	4	6	6	24
Belmar	31	23	25	24	103
Brielle	46	70	68	54	238
Lake Como	7	14	17	10	48
Manasquan	75	62	77	60	274
Sea Girt	7	8	8	9	32
Spring Lake	13	12	16	21	62
Spring Lake Heights	34	35	30	23	122
Employee Child	1	0	0	0	1
Parent Paid	0	1	1	1	3
MD	1	0	0	0	1
LLD (Learning/Lang. Disabilities)	3	3	0	0	6
Sub-totals	226	232	248	208	914

Shared-time:

Avon	0	0	0	0	0
Belmar	2	2	2	2	8
Brielle	0	0	4	5	9
Lake Como	1	3	2	1	7
Manasquan	0	1	2	5	8
Sea Girt	0	0	0	0	0
Spring Lake	1	0	0	0	1
Spring Lake Heights	1	0	1	1	3
Parent Paid	0	0	0	0	0
LLD/Voc shared time	4	0	3	3	10
Sub-totals	9	6	14	17	46

High School Totals 235 238 262 225 **960**

Comparative Figures - HS

September	2000	913
September	2001	971
September	2002	1059
September	2003	1078
September	2004	1063
September	2005	1047
September	2006	1052
September	2006	1052
September	2007	1025
September	2008	1028
September	2009	1016
September	2010	1028
September	2011	1022
September	2012	963

DISTRICT TOTAL: OCTOBER 2012 = 1,624
 (September 2012 = 1,626)

MANASQUAN SCHOOLS

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

MANASQUAN HIGH SCHOOL TARDIES 2012-2013											
TIMES TARDY	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE	
1	124	183									
2	43	66									
3	13	27									
4	1	18									
5	4	11									
6	2	10									
7	2	1									
8	0	0									
9	2	0									
10	0	0									
11	0	0									
12	1	0									
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											
25											
TOTAL STUDENTS	192	316									
TOTAL TARDIES	329	590									

[illegible]

ELEMENTARY SCHOOL SUSPENSIONS BY MONTH

	SEPT.	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	TOTAL
Tardy											
Profanity											
Cut Detention/Cut Class											
Leaving School Grounds											
Smoking											
Willful Disobedience											
Truant											
Forged Note											
Fighting											
Conduct of Such Character											
Destruction of School and Personal Property											
Threatening Staff Member											
Threatening Student											
Disturbance in Class											
Harrassment of Student											
Possession of Drug/Alcohol											
Insubordination											
Possession of Stolen Property											
Possession of a Weapon											
Simple Assault											
TOTAL	0	0									

ELEMENTARY SCHOOL SUSPENSIONS BY GRADE

	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8
Tardy						
Profanity						
Cut Detention/Cut Class						
Leaving School Grounds						
Smoking						
Willful Disobedience						
Truant						
Forged Note						
Fighting						
Conduct of Such Character						
Destruction of School and Personal Property						
Threatening Staff Member						
Threatening Student						
Disturbance in Class						
Harrassment of Student						
Possession of Drug/Alcohol						
Insubordination						
Possession of Stolen Property						
Possession of a Weapon						
Simple Assault						
TOTAL	0	0	0	0	0	0

2012 - 2013 School Year

<u>DATE OF DRILL</u>	<u>TIME OF DRILL</u>	<u>LENGTH OF DRILL</u>	<u>COMMENTS</u>	<u>SECURITY DRILLS</u>
SEPTEMBER 7	7:47 AM	8 minutes	Fire Drill	
SEPTEMBER 24	9:15 AM			Evacuation
OCTOBER 4	1:53 AM	7 minutes	Fire Drill	
OCTOBER 23	8:00 AM			Lockdown
NOVEMBER				
NOVEMBER				
DECEMBER				
DECEMBER				
JANUARY				
FEBRUARY				
FEBRUARY				
MARCH				
APRIL				
MAY				
JUNE				

[illegible]

ELEMENTARY SCHOOL REQUESTS FOR PROFESSIONAL DAYS SUBMITTED NOVEMBER 2012

DOCUMENT E

<u>DATE</u>	<u>NAME</u>	<u>ASSIGNMENT / DESTINATION</u>	<u>PURPOSE</u>	<u>SUB</u>	<u>OTHER BD. COSTS</u>
29-Nov-12	Margaret Polak Teresa Savage	Trenton	Technical training on changes to preschool	No	\$26.17 mileage
17-Dec-12	Lorissa Voorhees	Monmouth Regional	LDTCC Consortium	No	\$9.61 mileage
February 21 & 22, 2012	Marie Lauffer	East Brunswick	NUMEA	Yes	\$150 mileage
4-Jan-12	Cathy Taft	Brookdale	Teaching Number Sense to the iGeneration	Yes	None

Manasquan Public Schools

2012-2013

School Calendar

DOCUMENT F

APPROVED: 2/28/2012

SEPTEMBER 2012

S	M	T	W	T	F	S
						1
2	3	4	(5)	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

OCTOBER 2012

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	(8)	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NOVEMBER 2012

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	(22)	23	24
25	26	27	28	29	30	

DECEMBER 2012

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	(24)	25	26	27	28	29
30	31					

JANUARY 2013

S	M	T	W	T	F	S
		1	(2)	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Pupil Days

September

(18)

3 Labor Day

4 Orientation/General Faculty Meeting

5 Schools Open - ½ Day Students / Staff In-service

20 ½ Day Students / Staff In-service

October

(19)

8 Columbus Day - District In-service

November

(13)

22 Thanksgiving Day

23 Thanksgiving Recess

December

(15)

21 Holiday Recess Begins at 12:30 p.m.

January

(22)

2 Schools Re-open

28 ½ Day Students / District In-service

February

(18)

4 ½ Day Students / Staff In-service

15 - 18 Presidents' Day Weekend

19 Schools Re-open

March

(20)

29 Spring Recess Begins

31 Easter Sunday

April

(17)

8 Schools Re-open

May

(22)

27 Memorial Day

June

(16)

24 Students' Last Day

25 Teachers' Last Day

Total Pupil Days: 180

Total Teacher Days: 184

THIS SCHEDULE IS SUBJECT TO EMERGENCY CHANGES & OTHER ADJUSTMENTS AS APPROVED BY THE BOARD AND/OR SUPERINTENDENT. ANY ADDITIONAL DAYS WILL BE MADE UP AT THE END OF THE SCHOOL YEAR. NO PLANS SHOULD BE MADE THAT CANNOT BE ADJUSTED.

(/) SCHOOLS CLOSED

() SCHOOLS REOPEN

FEBRUARY 2013

S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	(15)	16
17	(18)	19	20	21	22	23
24	25	26	27	28		

MARCH 2013

S	M	T	W	T	F	S
						1
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	(29)	30
31						

APRIL 2013

S	M	T	W	T	F	S
	1	2	3	4	5	6
(7)	(8)	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY 2013

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	(27)	28	29	30	31	

JUNE 2013

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	(25)	26	27	28	29
30						

HIGH SCHOOL REQUESTS FOR PROFESSIONAL DAYS SUBMITTED
NOVEMBER 2012

DOCUMENT 2

<u>DATE</u>	<u>NAME</u>	<u>ASSIGNMENT / DESTINATION</u>	<u>PURPOSE</u>	<u>SUB</u>	<u>OTHER BD. COSTS</u>
10-Jan-13	Margaret Polak, Meika Laszlo, Robert Kehoe	Brookdale Community College	Information Workshop	No	\$11.56 mileage

CENTRAL ADMINISTRATION REQUESTS FOR PROFESSIONAL DAYS

26-Nov-12	Lisa Gallo	Eatontown	Payroll year end procedures	No	None
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**MANASQUAN
2013-2014
BUDGET CALENDAR**

December 5, 2012	4:00 p.m.	All Budgets are to be in Systems 3000 and Forms for New Programs/Personnel/Facilities Submitted
December 10 – 14, 2012		Superintendent and Business Administrator to review Budget Requests with Building Level Administrators
December 19, 2012	1:30 p.m.	Begin to review parts of the budget with the Finance Committee
January 2013		Continue to work on Budget Have SD finalize their projected enrollment Establish the Tuition Rates for 2013-2014 Send out Adjustments to the Sending Districts This is all prior to State Aid Notice
February 2013		Schedule additional meetings to discuss budget with the Board
February 11, 2013	1:30 p.m.	Finance Committee Meeting
February 26, 2013	1:30 p.m.	Finance Committee Meeting
February 26, 2013	7:00 p.m.	Work Session – Discussion of the 2012-13 Budget Adoption of the 2013-2014 Tentative Budget
Late February 2013		State Aid numbers should be released
February 26, 2013		Adoption of the 2013-2014 Tentative Budget
March 2013		Review of District Budget by the County Office
March 2013		Final day to submit the Tentative 2013-14 Budget
March 19, 2013	7:00 p.m.	Work Session – Discussion of the 2013-14 Budget
March 26, 2013	7:00 p.m.	Public Hearing on the Budget Final Adoption of the Budget

**Dates may change based on the election calendar.*



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San Francisco, California 94105

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fax: 415.344.0347

e-mail: info@teachscape.com
www.teachscape.com

TEACHSCAPE PROFESSIONAL SERVICES AGREEMENT

Contract # _____

This Professional Services Agreement (the "Agreement"), effective as of December 01, 2012 ("Effective Date"), is between Teachscape, Inc. ("Teachscape"), a Delaware corporation with its principal office at 71 Stevenson Street, 5th Floor, San Francisco, CA 94105, and Manasquan School District, ("Customer"), with its principal office at 167 Broad Street, Manasquan, NJ 08736.

1. Teachscape Professional Services. Teachscape will provide Customer, part of Monmouth County, the following services and materials:

Service Item	Unit Price	Extended Price
Stage 1		
Administrator Danielson Framework for Teaching Proficiency System Annual User Licenses (15 hours of training, 7 hours of practice observations, 7 hour proficiency test) <ul style="list-style-type: none"> o Rater Training Program. Includes framework training and training to minimize bias o Scoring Practice Materials. Includes video examples benchmarked by experienced raters with detailed feedback on performance level indicators and scoring rationale to guide further study o Proficiency Test (2012 Edition). Tests raters to rate teaching practice accurately, objectively and consistently (one test, two attempts per license) o (Optional Recurring to Keep access to videos) 	\$399 per administrator 11	\$4,389
The Danielson Group Face to Face Training Please contact Stephanie Hite at The Danielson Group via email to hite@danielsongroup.org or by calling (609) 848-8714 to customize a workshop that fits the needs for your administrators in support of the Framework for Teaching.	**Please contact The Danielson Group for pricing	
Stage 2		
Individual Teacher Danielson Framework for Teaching Effectiveness Series Annual License (Optional Reoccurring to Keep access to videos) The Framework for Teaching Effectiveness Series is a self-paced, online solution for training teachers on the value, content, and practical application of the Framework for Teaching, 2011 Revised Edition. Includes: <ul style="list-style-type: none"> o Master-scored videos of authentic teacher practice o Foundational learning resources with self-paced component modules o In-depth training modules for each of the 8 observable components in Domains 2 & 3 o Interactive tools and application activities focused on reinforcing strategies and concepts featured in the learning modules Note: Based on a collaboration of school districts with at least 15 school buildings combined	Single District Price \$75 per teacher 129 Multiple District Price: 39% discount \$55 per teacher	\$7,095
The Danielson Group Face to Face Training Please contact Stephanie Hite at The Danielson Group via email to hite@danielsongroup.org or by calling (609) 848-8714 to customize a workshop that fits the needs for your administrators in support of the Framework for Teaching	**Please contact The Danielson Group for pricing	
Stage 4		
Teachscape Reflect™ Live Individual User Annual License <ul style="list-style-type: none"> o Annual license, valid one year from license activation date o Access to Reflect In Person Observation Tool. o Unlimited technical support by email and toll-free phone during help desk hours, per Teachscape's support policies. 	Single District Purchase \$45 per person (both teachers & administrators need licenses) 140 Multiple district purchase: 23% discount \$35 per person + \$100 per district set up fee	\$5,000

Reflect Live Virtual Training Two (2) virtual training sessions by webinar of focused learning and practice for one cohort of up to 25 participants	\$1,250 per cohort (Cost shared with other districts based on # of attendees)	\$1,250
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Note: Pricing is inclusive of per diem, associated travel, meals and lodging expenses.
Pricing is valid only for contracts executed within 60 days of the Effective Date.

2. Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue for twelve (12) months after the final license activation (see Exhibit A for License Activation Timeline).
3. Payment terms. Customer shall pay Teachscape as follows:

Payment Schedule	Amount of Payment
100% Due by January 30 th 2013	\$17,734.00

Customer agrees to pay Teachscape upon receipt of invoice.

4. Access to Teachscape Website.
 - a. During the term of this Agreement, Teachscape grants to Customer a limited, royalty-free, non-exclusive, non-transferable, license to use those elements of the Teachscape website to which Customer is given access by Teachscape, in connection with Teachscape's distribution of the services to be delivered pursuant to this Agreement. Customer understands that use of the Teachscape website by its End-Users shall be governed by an End User License Agreement to be entered into and amended from time to time between Teachscape and such End-User, as well as by the Terms of Use and Privacy Policy posted on Teachscape's website. Teachscape reserves the right to terminate an End-User's access to the website if such End-User is in violation of the End User License Agreement; and no such discontinuation shall affect the parties' rights or obligations hereunder.
 - b. Scope of Access. This license grants access solely to the staff of the schools receiving services under Section 1 ("Licensed Sites") and to District staff in connection with supervisory responsibilities at the Licensed Sites. There are no limits on the number of authorized end-users that may use the Teachscape Website at any one time. The Customer is responsible for undertaking reasonable measures to prevent access by unauthorized end-users.
 - c. License Activation. The license is deemed activated upon receipt by the designated Customer representative of login and password granting access to the District Teachscape XL site and licensed content.
5. Scheduling of Training Days. Customer and Teachscape agree to make a reasonable effort to schedule the completion of contracted training days within the term of this Agreement. In the event that training days are not completed prior to the termination of the Agreement, then the remaining training days of the Agreement are considered to have lapsed. Unless, otherwise specifically provided for in this Agreement, failure to use the services does not relieve any Customer obligations to pay the fees, late charges and other monies due under this Agreement in full. If the failure to complete training days is the result of Teachscape's cancellation of service days previously scheduled and mutually agreed to by both parties, Teachscape will extend the term of the contract as necessary to complete services.
6. Ownership of Intellectual Property. Teachscape shall own and retain all right, title and interest in and to any content, technology, software, know-how, tools, processes, methodology, designs, discoveries and inventions (whether or not protected, registered or recognized under any statute or regulation) techniques and skills relating thereto developed, created, acquired or otherwise used in its technology-assisted training programs, including the provision of services relating to such programs. Teachscape shall own any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or the End-User.
7. General Provisions
 - a. Assignment. Neither party may assign this Agreement or delegate its obligations hereunder without the prior written consent of the other party (which shall not be unreasonably withheld); provided that no such consent shall be required in the event of assignment by a party to a successor in interest to such party's business, whether by merger, sale of assets or otherwise.

- b. Force Majeure. If either party's performance of any obligation under this Agreement, except for the payment of money owed when due, is prevented or delayed by an event beyond such party's reasonable control, that party will be excused from such performance to the extent it is necessarily prevented or delayed thereby.
- c. Entirety of Agreement. This document represents the entire agreement of the parties, superseding all other agreements and discussions. This Agreement may not be amended except in writing signed by both parties. Any purchase order, pre-printed statement of terms, confirmation or other similar document exchanged or tendered in the course of the parties' dealings which purports to amend, waive or supplement the terms hereof is hereby rejected and is agreed to be insufficient for such purpose, unless the same is conspicuously titled "AMENDMENT OF TEACHSCAPE PROFESSIONAL SERVICES AGREEMENT" (or words plainly carrying such intention) and is signed by an officer of the party or parties against which such purported amendment is to be enforced.
- d. Waiver. No waiver by either party of any default will operate as a waiver of any other default, or of a similar default on a future occasion. No waiver of any term or condition by either party will be effective unless in writing and signed by the party against whom enforcement of such waiver is sought.
- e. No Agency or Joint Venture. The relationship of the parties is in the nature of independent contractors, and that nothing in this Agreement shall be deemed to create a partnership or joint venture and that neither party is the other's agent, partner, employee or representative.
- f. Confidentiality. Neither party shall disclose or use any confidential and proprietary information of the other party for any purpose outside the scope of this Agreement, and each such party shall protect the confidentiality of the confidential information of the other in the same manner that it protects the confidentiality of its own confidential information (and in any case with reasonable care). "Confidential information" for purposes hereof shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was previously known to the recipient or is independently developed or received from a third party, in any case without breach of any obligation owed to the disclosing party; or (iii) is required to be disclosed under applicable law, subpoena or other legal process.
- g. No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed to create any contractual relationship with, or to give a cause of action in favor of, any third party against either party.
- h. Severability. In case one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable in any respect for any reason, the same will not affect any other provision in this Agreement, which will be construed to give maximum effect to the extent of the parties as evidenced by this original Agreement as originally drafted save to the extent of such invalid, illegal or unenforceable provision.
- i. Governing Law. The validity, construction and performance of this Agreement will be governed by the internal laws of the State of California without regard to conflict of laws principles.
- j. Notice. All notices required under this Agreement must be in writing and are effective on the date received (unless the notice specifies a later date).
- k. Counterparts. This Agreement may be executed by the parties in one or more separate counterparts, each of which will be an original, but all of which will constitute one and the same Agreement. Facsimile signatures shall be legally sufficient for all purposes of this Agreement.
- l. WARRANTIES. TEACHSCAPE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT.
- m. Neither party shall be liable to the other for indirect, incidental, consequential, special, punitive, or exemplary damages of any kind, including lost profits, loss of business, or other economic damage, as a result of breach of any term of this agreement, regardless of whether the party allegedly liable was advised, had other reason to know, or in fact knew of the possibility thereof. In no event shall either party's liability to the other party arising under this agreement exceed the aggregate fees paid to Teachscape hereunder.

Exhibit A

Timeline for License Activation and Service Delivery:

December 2012	January 2012
Framework for Teaching Proficiency System Licenses activated Estimated license term: December 1, 2013 – November 30, 2013	Reflect Live Licenses activated Estimated license term: January 8, 2013 – January 7, 2014
	Reflect Live Training Estimated service delivery date by January 28, 2013
	Framework for Teaching Effectiveness Series Licenses Activated Estimated license term: January 8, 2013 – January 7, 2014

Signature Date
(Teachscape, Inc. Representative)

Printed Name and Title

Signature Date
(Manasquan School District Representative)

Printed Name and Title