

**FRANKLIN LAKES BOARD OF EDUCATION  
FRANKLIN LAKES, NEW JERSEY**

**REGULAR BUSINESS MEETING AGENDA**

Monday, February 2, 2015

Franklin Avenue Middle School  
755 Franklin Avenue, 8:00 PM  
Multi-Purpose Room

1. **CALL TO ORDER BY THE PRESIDENT**

2. **FLAG SALUTE**

3. **PUBLIC ANNOUNCEMENT**

The New Jersey Open Public Meetings Law was enacted to ensure the right of the public to have advance notice and to attend the meetings of public bodies at which any business affecting their interests is discussed or acted upon. This does not extend to Board discussions of pending or active litigation, contract negotiation, and matters involving the confidentiality and privacy rights of students and employees. In accordance with the provisions of the Act, the Franklin Lakes Board of Education has caused notice of this meeting to be published by having the date, time, and place thereof posted on the School website; published in the Board's designated newspapers: *The Record* and *The Suburban News*; and mailed to all persons, if any, who have requested said notice. In addition, please be aware that employees of this School District retain the right of privacy and shall retain all rights regarding defamation and slander according to the laws of New Jersey. The Board shall not be held liable for comments made by members of the public and, in order to protect the privacy rights of employees in the District, the Board shall not respond to statements made by the public of or about District employees.

Meetings of the Board are conducted for the purpose of carrying on the business of the schools and, therefore, are not public meetings, but meetings held in public. As a reminder, the Board of Education has a "BOE Suggestion Box" located on the District Website under "Board of Education." The Board welcomes your questions, input and suggestions.

4. **ROLL CALL**

Mr. Michael Ben-David, Mr. Peter Koulikourdis, Dr. Jennifer Marcus, Ms. Susan McGowan, Mr. Robert Medeiros, Ms. Shirley O'Reilly, Ms. Kathie Schwartz, Ms. Jackie Veliky

5. **APPROVAL OF MINUTES**

- Motion to approve the Minutes from the meetings on January 06, 2015

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

6. **MOTION TO APPROVE BOARD SECRETARY AND TREASURER'S REPORTS**

None

7. **APPROVAL OF MONTHLY BUDGET STATUS CERTIFICATION**

None

8. **PUBLIC WORK SESSION**

- Update - One to One Laptop Initiative - 15 minutes
- 2015-16 Preliminary Budget Discussion - 15 minutes
- Report of Committees - 30 minutes
  - Community Relations
  - Curriculum
  - Operations
  - Negotiations
  - Policy
  - Technology

9. **QUESTIONS AND COMMENTS FROM THE AUDIENCE ON AGENDA ITEMS  
(30 MINUTES)**

- Motion to open the meeting to public discussion on agenda items
- Statements made by individual participants are limited to a duration of three (3) minutes unless otherwise announced at the beginning of the discussion. The Board urges large groups to select one person to represent them. The Board utilizes a yellow and red color-coded system to reinforce the three (3) minute time allotment to ensure the best opportunity for the Board to hear from all members of the public who wish to speak. The Board reminds those individuals who take the opportunity to speak to please step up to the microphone, identify themselves by name and address, and to limit their comments to items listed on the agenda. The Board may or may not respond to issues raised by members of the public. All comments will be considered and a response will be forthcoming if and when appropriate. The Board asks all members of the public to be courteous and mindful of the rights of other individuals when speaking. Specifically, the Board discourages comments regarding students and employees and will not respond to such comments. Please note that after the public discussion is closed by the President, no other questions or comments from the audience will be permitted until the "Questions and Comments from the Audience on Any Topic of Concern" at the end of the agenda. At that time, questions do not have to be confined to agenda items.
- Motion to close the public discussion and re-enter the regular public meeting

10. **RESOLUTIONS**

**COMMITTEE OF THE WHOLE**

RESOLUTION NO. NONE

**BUILDINGS, GROUNDS AND OPERATIONS**

RESOLUTION NO. NONE

**CURRICULUM & INSTRUCTION COMMITTEE**

**#1CUR**

RESOLUTION NO. 11628

**APPROVAL OF FIELD TRIPS**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the field trips listed on the attached summary.

Motion by \_\_\_\_\_ Secoded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

Attachment

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**FINANCE**

**#1F**

RESOLUTION NO. 11629

**APPROVAL OF NJSBA INTERNET POLICY SERVICES AND LICENSE AGREEMENT**

**BE IT RESOLVED** that upon recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education retroactively approves the contract with New Jersey School Boards Association for the annual subscription fee of \$2,500.00 for the Internet Policy Services and License Agreement for the 2014-15 School Year.

Motion by \_\_\_\_\_ Secoded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

Attachment

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#2F

RESOLUTION NO. 11630

**MEDICARE INITIATIVE PROGRAM (SEMI)**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board approves the following resolution:

**WHEREAS**, NJAC 6A:23A-5.3 provides that a school district may require a waiver of compliance with respect to the district's participation in the Special Education Medicaid Initiative (SEMI) Program for 2015.

**WHEREAS**, the Franklin Lakes Board of Education desires to apply for this waiver due to the fact that it projects having fewer than 40 Special Education Medicaid eligible students.

**NOW THEREFORE BE IT RESOLVED**, that the Franklin Lakes Board of Education hereby authorizes the Chief School Administrator to submit to the Executive County Superintendent of Schools in the County of Bergen an appropriate waiver of the requirements of NJAC 6A:12A-5.3 for 2014.

Motion by \_\_\_\_\_ Secoded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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**PERSONNEL**

#1P

RESOLUTION NO. 11631

**APPROVAL OF STAFF TRIPS AND CONFERENCES**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the attendance of staff members at the conferences listed on the attached summary.

Motion by \_\_\_\_\_ Secoded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

Attachment

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#2P

RESOLUTION NO. 11632

**APPOINTMENT OF SUBSTITUTE TEACHERS**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the following as Substitute Teacher(s):

Rekha Patel

**BE IT FURTHER RESOLVED** that that above appointment is subject to proof of compliance with provisions of N.J.S.A. 18A:6-7.1b, Criminal History Records Checks for Substitutes.

Motion by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

Seconded by \_\_\_\_\_

DATED: February 2, 2015

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#3P

RESOLUTION NO. 11633

**APPOINTMENT OF MATTHEW OJEDA AS LEAVE REPLACEMENT MUSIC TEACHER,  
FRANKLIN AVENUE MIDDLE SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the appointment of Matthew Ojeda as a Leave Replacement Music Teacher at Franklin Avenue Middle School for the 2014-15 school year, at Step 1, Class BA on the teacher's salary guide at a salary of \$50,885.00, prorated, plus an \$8,000 stipend, prorated, effective February 9, 2015 – May 22, 2015.

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Superintendent of Schools to make application for approval of the employment of Matthew Ojeda to the Commissioner of Education on an emergent basis for a period of three months pursuant to N.J.S.A. 18A:6-7.1c pending clearance of a Criminal History Records check.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Matthew Ojeda executing the Board's customary employment contract, containing a sixty (60) day termination clause.

Motion by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

Seconded by \_\_\_\_\_

DATED: February 2, 2015

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#4P

RESOLUTION NO. 11634

**APPOINTMENT OF KELLY HART AS SUPERVISOR OF CURRICULUM AND INSTRUCTION**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the appointment of Kelly Hart as Supervisor of Curriculum and Instruction for the Franklin Lakes School District for the 2014-15 school year, at a salary of \$82,000.00, prorated, effective on or before March 29, 2015 – June 30, 2015.

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the Superintendent of Schools to make application for approval of the employment of Kelly Hart to the Commissioner of Education on an emergent basis for a period of three months pursuant to N.J.S.A. 18A:6-7.1c pending clearance of a Criminal History Records check.

**BE IT FURTHER RESOLVED** that this appointment is expressly contingent upon Kelly Hart executing the Board’s customary employment contract, containing a sixty (60) day termination clause.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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#5P

RESOLUTION NO. 11635

**APPROVE MATERNITY LEAVE FOR DINA STEPANKSY, SPEECH/LANGUAGE SPECIALIST, HIGH MOUNTAIN ROAD SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves a maternity leave for Dina Stepansky from April 14 – June 30, 2015.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Superintendent of Schools is hereby directed to forward a copy of this resolution to Dina Stepansky.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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#6P

RESOLUTION NO. 11636

**APPROVE MATERNITY LEAVE FOR KAREN AUGELLO, MATH TEACHER,  
FRANKLIN AVENUE MIDDLE SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves a maternity leave for Karen Augello, Math Teacher, Franklin Avenue Middle School, from March 30 – June 30, 2015.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Superintendent of Schools is hereby directed to forward a copy of this resolution to Karen Augello.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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#7P

RESOLUTION NO. 11637

**APPROVE VACATION AND CARRY OVER OF UNUSED VACATION TIME  
FOR DR. LYDIA FURNARI**

**BE IT RESOLVED** that the Franklin Lakes Board of Education approves the carry over of seven (7) unused vacation days from the 2014-15 contract year for use in the 2015-15 contract year and the use of these seven (7) vacation days on the following dates: July 1-2, 2015 and July 6-10, 2015 for Superintendent Lydia Furnari.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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#8P

RESOLUTION NO. 11638

**EXTEND APPOINTMENT OF STEPHANIE PRALL, LEAVE REPLACEMENT CHILD  
ASSISTANCE COUNSELOR, WOODSIDE AVENUE SCHOOL**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves to extend the appointment of Stephanie Prall, Leave Replacement Child Assistance Counselor, Woodside Avenue School, originally scheduled through January 23, 2015 to the new end date of January 30, 2015.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: February 2, 2015

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**POLICY**

**#1POL**

RESOLUTION NO. 11639

**SECOND READING OF REVISED POLICY #6151: CLASS SIZE**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves a second reading for revised Policy #6151: Class Size.

Motion by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

Seconded by \_\_\_\_\_

DATED: February 2, 2015

Attachment

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**TECHNOLOGY**

**#1T**

RESOLUTION NO. 11640

**APPROVAL OF NJSBA AGREEMENT FOR SCHOOLBOARDNET SERVICES**

**BE IT RESOLVED** that upon recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the agreement with New Jersey School Boards Association for Schoolboard.net services at an annual subscription fee of \$2,360.00 for the 2014-15 School Year.

Motion by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

Seconded by \_\_\_\_\_

DATED: February 2, 2015

Attachment

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11. **SUSPENSION REPORT**

12. **ENROLLMENT REPORT**

13. **REPORT OF THE SUPERINTENDENT OF SCHOOLS**

14. **BOARD COMMENTS/NEW BUSINESS**

15. **QUESTIONS AND COMMENTS FROM THE AUDIENCE ON ANY TOPIC OF CONCERN – 30 MINUTES**

- Motion to open the meeting to public discussion
- Please follow the guidelines as stated under "Questions and Comments from the Audience on Agenda Items"
- Motion to close the public discussion and re-enter the regular public meeting



16. **PRIVATE WORK SESSION TIME:**

WHEREAS, the Open Public Meetings Act and the Franklin Lakes Board of Education reserve the right within the constraints of State Law to sit in Private Session; and WHEREAS, there now exists a need for this Board of Education to meet in Private Session;

NOW, THEREFORE, BE IT RESOLVED, that the Franklin Lakes Board of Education recess into Private Work Session to discuss exempt matters pertaining to personnel, legal matters and any such matters that may come before the Board; and

BE IT FURTHER RESOLVED that the public will be informed regarding the topics discussed in Private at a later date undetermined at this time.

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

17. **ADJOURNMENT**

OFFERED BY \_\_\_\_\_ SECONDED BY \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Michael Solokas  
Business Administrator/Board  
Secretary

**INDEX: FEBRUARY 2, 2015**

<b>RESOLUTION #</b>	<b>TOPIC</b>
<b>COMMITTEE OF THE WHOLE</b>	
	<b>NONE</b>
<b>BUILDINGS, GROUNDS AND OPERATIONS</b>	
	<b>NONE</b>
<b>CURRICULUM &amp; INSTRUCTION</b>	
<b>1CUR</b>	<b>APPROVAL OF FIELD TRIPS</b>
<b>FINANCE</b>	
<b>1F</b>	<b>APPROVAL OF NJSBA INTERNET POLICY SERVICES AND LICENSE AGREEMENT</b>
<b>2F</b>	<b>MEDICARE INITIATIVE PROGRAM (SEMI)</b>
<b>PERSONNEL</b>	
<b>1P</b>	<b>APPROVAL OF STAFF TRIPS AND CONFERENCES</b>
<b>2P</b>	<b>APPOINTMENT OF SUBSTITUTE TEACHERS</b>
<b>3P</b>	<b>APPOINTMENT OF MATTHEW OJEDA AS LEAVE REPLACEMENT MUSIC TEACHER, FRANKLIN AVENUE MIDDLE SCHOOL</b>
<b>4P</b>	<b>APPOINTMENT OF KELLY HART AS SUPERVISOR OF CURRICULUM AND INSTRUCTION</b>
<b>5P</b>	<b>APPROVE MATERNITY LEAVE FOR DINA STEPANKSY, SPEECH/LANGUAGE SPECIALIST, HIGH MOUNTAIN ROAD SCHOOL</b>
<b>6P</b>	<b>APPROVE MATERNITY LEAVE FOR KAREN AUGELLO, MATH TEACHER, FRANKLIN AVENUE MIDDLE SCHOOL</b>

**INDEX: FEBRUARY 2, 2015**

<b>7P</b>	<b>APPROVE VACATION AND CARRY OVER OF UNUSED VACATION TIME FOR DR. LYDIA FURNARI</b>
<b>8P</b>	<b>EXTEND APPOINTMENT OF STEPHANIE PRALL, LEAVE REPLACEMENT CHILD ASSISTANCE COUNSELOR, WOODSIDE AVENUE SCHOOL</b>
<b>POLICY</b>	
<b>1POL</b>	<b>SECOND READING OF REVISED POLICY #6151: CLASS SIZE</b>
<b>TECHNOLOGY</b>	
<b>1T</b>	<b>APPROVAL OF NJSBA AGREEMENT FOR SCHOOLBOARDNET SERVICES</b>

## Field Trip Chart - January 27, 2015

DATE	TRIP	WHO	TIME	Total No. attending	COST OF TRIP	COST TO STUDENT	COST TO DISTRICT
2/5/15	FLOW Choral Concert IHHS	FAMS 7/8th grade chorus	8:30- 11:00am	60	\$200	\$0	\$200
2/11/15	FLOW Concert Band RHS	FAMS 7/8th grade concert band	8:45- 11:45am	60	\$200	\$0	\$200
3/23/15	Young Consumers Shop-Rite trip	WAS 3rd grade	9:00am- 12:30pm	39 students 10 adults	\$150	\$0	\$150
3/24/15	Young Consumers Shop-Rite trip	HMR 3rd grade	9:00am- 12:30pm	33 students 9 adults	\$150	\$0	\$150
3/25/15	Young Consumers Shop-Rite trip	CRS 3rd grade	9:00am- 12:30pm	40 students 10 adults	\$150	\$0	\$150
4/28/15	Mini Model Congress State House Annex Trenton, NJ	FAMS ACES	7:15am - 2:00pm	33 students 49 adults	\$900	\$0	\$900
11/11/15- 11/13/15	PLC Leadership Training Gettysburg College, PA	FAMS Peer Leadership Core	6:30am- 6:00pm	TBD	TBD	\$395	\$0



## **INTERNET POLICY SERVICES AND LICENSE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the date of execution, by and between the New Jersey School Boards Association (hereinafter referred to as "NJSBA") and the Franklin Lakes Board of Education, 490 Pulis Avenue, Franklin Lakes, N.J. 07417 (hereinafter referred to as the "Board").

### **WITNESSETH:**

**WHEREAS**, it is the mission of NJSBA to assist local school boards in delivering educational services to school systems in the most efficient and effective manner, and, in particular, to assist local boards of education with policy development; and

**WHEREAS**, NJSBA is engaged in the business of providing professional services to assist local public school boards to publish and regularly update school board policy manuals in MicroScribe/Folio® electronic format for distribution via the Internet; and

**WHEREAS**, the Board desires to have its policy manual placed on the Internet in MicroScribe/Folio® electronic format.

**NOW THEREFORE**, in consideration of the forgoing, the mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

### **A. DUTIES OF NJSBA**

1. **MicroScribe/Folio® Conversion.** Within sixty (60) days of receiving a policy manual from the Board, NJSBA will create a digital version of the manual in a MicroScribe/Folio® Infobase (hereinafter, the "Internet Based Policies").

2. **MicroScribe/Folio® License.** NJSBA agrees to grant a non-exclusive user license and/or authorization to the Board to use the Internet Based Policies. NJSBA further agrees to pay, out of the revenue due NJSBA from the Board, all costs associated with acquiring, maintaining and updating said license and all royalties and fees associated with said license.

3. **Internet Services.** NJSBA agrees to publish/host the Internet Based Policies at the NJSBA's Internet hosting site. The Board will not require any special hardware or software beyond the standard hardware and software required by each user to access and browse the Internet.

4. **Revisions and Updates to Internet Based Policies.** NJSBA agrees to update the Internet Based Policies within fifteen (15) business days of NJSBA's receipt of word-processing files for revisions. NJSBA further agrees to post unlimited revisions to the Internet Based Policies.

5. **Updates to Legal Authorities.** NJSBA agrees to update the State General Statutes and other legal authority provided with the Internet Based Policies, if available, as soon as practicable.

6. **Subcontracting.** The services to be rendered hereunder by NJSBA may be subcontracted to or performed by third parties on behalf of NJSBA.

## **B. DUTIES OF THE BOARD**

1. **MicroScribe/Folio-ready Formatting.** The Board agrees to provide to NJSBA a word processing file and/or other mutually agreed upon format of the Board's policy manual for the MicroScribe/Folio® development process.

2. **Content Verification.** The Board agrees to review and verify the accuracy of any and all documentation provided by the Board to NJSBA as it appears on the NJSBA Internet site. The Board agrees to notify NJSBA as soon as practical of any discrepancies between the documentation provided to NJSBA and the documentation available for viewing on the NJSBA Internet site.

3. **Fees.** The Board agrees to pay to NJSBA a renewal subscription fee of \$2500.00. This fee is fixed for the term of the contract. NJSBA may change the annual fees upon providing notice to the Board at any time after the expiration of the initial term of this agreement. Payment is due upon execution of the agreement.

## **C. PROPRIETARY INTERESTS IN INTERNET BASED POLICIES**

The parties agree that while the text of the finished digital document will be the property of the Board, with all copyrights honored, the Board claims no rights to the technology used to create the Internet Based Policies, including, but not limited to, copyrights and trade secrets, which may belong to NJSBA, and NJSBA holds title to each copy of the Internet Based Policies.

## **D. DISCLAIMER/LIABILITY**

While every effort is made to ensure the accuracy and completeness of the school board policies, NJSBA will not be responsible for any errors or omissions that may occur in the Internet Based Policies. NJSBA does not warrant that the Internet Based Policies are fit for any particular purpose. Furthermore, as permitted by applicable law, in no event will NJSBA be liable for any direct, indirect, or consequential damages, including, without information, any loss of data, or loss of profits or lost savings, arising out of use or inability to use the Internet Based Policies or documentation with the Internet Based Policies, even if NJSBA has been advised of the possibility of such damages, or any claim by any third party.

## **E. PROPER USE OF PRODUCT**

NJSBA will make the Board's policy manual in Internet format on the NJSBA WWW server for viewing. However, it is the responsibility of the Board and/or its users to provide the computer hardware, expertise, and Internet browsers of a current nature capable of viewing the policies in the most efficient and visually attractive manner possible. NJSBA will provide minimum hardware and software requirements to the Board and the Board will provide such information to the appropriate end users.

## **F. TERM**

The dates and terms of this agreement will be for the period beginning with the signing of this agreement and continue for a term of one (1) year upon written agreement by the parties.

## **G. TERMINATION**

1. **No-Cause Termination.** Either party has the right to terminate this agreement for any reason by providing the other party with written notice six (6) months prior to the date of termination.

2. **For-Cause Termination by the Board.** Notwithstanding paragraph G.1, NJSBA agrees that the Board has the right to terminate this Agreement immediately in cases of fraud or dishonesty by NJSBA. In cases of a material breach, the Board shall give written notice to NJSBA of the breach and NJSBA shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the Board may give written notice of termination, said notice to be effective immediately or as otherwise indicated by the Board.

3. **For-Cause Termination by NJSBA.** Notwithstanding paragraph G.1, the Board agrees that NJSBA has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the Board. In cases of material breach, NJSBA shall give written notice to the Board of the breach and the Board shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, NJSBA may give written notice of termination, said notice to be effective immediately or as otherwise indicated by NJSBA.

4. **Effect of Termination.** The parties agree that upon termination, the parties will distribute any sums owed under this agreement. Termination of this agreement shall not cancel the Board's responsibility for payment of any applicable fees for any other software, products or services of any kind provided by NJSBA for any services rendered prior to termination. Upon termination, NJSBA agrees to provide one electronic and printed copy of the Board's policy manual to the Board. All provisions of this contract relating to disclaimers or warranties, limitation of liability, remedies or damages, and NJSBA's proprietary rights shall survive termination.

## **H. COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS**

Except as provided in paragraph A.2. of this agreement, each party hereto shall secure all required licenses and permits and otherwise comply with all federal, state and local laws applicable to the conduct of their businesses.

**I. ENTIRE AGREEMENT/MODIFICATIONS**

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. It supersedes any prior understanding or agreement between them respecting the subject matter. There are not representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this agreement, except those fully expressed herein. No changes, amendments, alterations, modifications, additions or qualifications to the terms of this agreement shall be made or be binding unless made in writing and signed by each of the parties.

**J. GOVERNING LAWS**

The parties agree that the place of the contract, its situs and forum, will be New Jersey, and all matters, whether resounding in contract or tort relating to the validity, construction, interpretation and enforcement of this contract, will be determined in said county and state. This agreement shall be governed by the laws of the State of New Jersey.

**K. BINDING EFFECT**

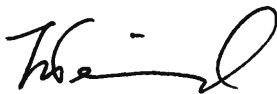
All provisions of this agreement shall be binding upon and inure to the benefit of, and be enforceable by and against the parties and their respective successors and assigns.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

An original, scanned, electronic or facsimile of the parties' signature hereto is deemed admissible in enforcing this agreement.

Date: September 24, 2014

Date: September 24, 2014



\_\_\_\_\_  
Dr. Lawrence S. Feinsod  
Executive Director, NJSBA

\_\_\_\_\_  
John Bulina  
President, NJSBA

Date:

Date:

\_\_\_\_\_  
Board President (Sign)

\_\_\_\_\_  
Board Secretary/Business Administrator (Sign)





STAFF TRIPS AND CONFERENCES  
BOARD AGENDA of January 27, 2015

Kaitlyn	Kayser	FAMS	Instructional Strategies to Meet New Common Core Standards for MS and HS Mathematics <i>PRISM</i>	MSU Montclair, NJ	2/27/15	\$135.58
Laura	Lally	FAMS	Instructional Strategies to Meet New Common Core Standards for MS and HS Mathematics <i>PRISM</i>	MSU Montclair, NJ	2/27/15	\$135.58
Liz	Fenton	FAMS	2015 Annual Conference <i>Foreign Language Educators of NJ</i>	Hamilton Square, NJ	2/27/15	\$192.00
James	Colon	FAMS	Successfully "flip" your Social Studies/History Instruction <i>Institute for Educational Development</i>	Fairfield, NJ	3/3/15	\$237.06
Lauren	Spirko	FAMS	Successfully "flip" your Social Studies/History Instruction <i>Institute for Educational Development</i>	Fairfield, NJ	3/3/15	\$237.06
Matthew	Jenisch	FAMS	Successfully "flip" your Social Studies/History Instruction <i>Institute for Educational Development</i>	Fairfield, NJ	3/3/15	\$237.06
Joe	Keiser	FAMS	Using Data and Assessment to Improve Student Achievement (Part 2) <i>N/PSA</i>	FEA Monroe Township, NJ	3/3/15	\$188.68
Katie	DeRosa	FAMS	Using Data and Assessment to Improve Student Achievement (Part 2) <i>N/PSA</i>	FEA Monroe Township, NJ	3/3/15	\$183.72
Nina	Landgraf	HMR	iPad Technology and iPad apps to Increase Student Learning <i>BER</i>	Newark, NJ	3/5/15	\$262.13
Andrea	Brown	CRS	Children Who Struggle to Speak: the Kaufman Speech to Language Protocol <i>Northern Speech Services</i>	Suffern, NY	3/20/15	\$199.00
Noreen	Carey	WAS	Indoor Air Quality Training <i>NJDOH - NJLMN</i>	Mahwah, NJ	5/22/15	\$5.12
Jill	Piccoli	CRS	Indoor Air Quality Training <i>NJDOH - NJLMN</i>	Mahwah, NJ	5/22/15	\$7.75

STAFF TRIPS AND CONFERENCES  
BOARD AGENDA of January 27, 2015

First Name	Last Name	School	Conference/Class	City, State	Date(s)	Cost Not to Exceed
Joe	Keiser	FAMS	Using Data and Assessment to Improve Student Achievement (Part 1) <i>NJPSA</i>	FEA Monroe Township, NJ	2/3/15	\$188.68
Katie	DeRosa	FAMS	Using Data and Assessment to Improve Student Achievement (Part 1) <i>NJPSA</i>	FEA Monroe Township, NJ	2/3/15	\$183.72
Kristen	Emmel	FAMS	Creating PARCC-like Math Tests: Preparing for the New Assessment <i>NJPSA</i>	FEA Monroe Township, NJ	2/10/15	\$184.00
Joe	Keiser	FAMS	Creating PARCC-like Math Tests: Preparing for the New Assessment <i>NJPSA</i>	FEA Monroe Township, NJ	2/10/15	\$39.68
Jessica	Colligan	WAS	Implementing Effective Behavior Plans to prevent Meltdown and Tantrums <i>AEP Connections</i>	Mt. Laurel, NJ	2/19/15	\$230.86
Meredith	Coviello	FAMS	What's New in Young Adult Literature and How to Use it in Your Programs <i>BER</i>	Parsippany, NJ	2/23/15	\$245.00
Kate	DeRosa	FAMS	What's New in Young Adult Literature and How to Use it in Your Programs <i>BER</i>	Parsippany, NJ	2/23/15	\$255.37
Kate	DeRosa	FAMS	Close Reading Strategies: Responding to Reading to Help Students Meet the Rigorous Common Core Literacy Stds. <i>Institute for Educational Development</i>	Newark, NJ	2/26/15	\$245.37
Andrew	Tuttle	FAMS	Close Reading Strategies: Responding to Reading to Help Students Meet the Rigorous Common Core Literacy Stds. <i>Institute for Educational Development</i>	Newark, NJ	2/26/15	\$234.27
Dawn	Dransfield	FAMS	Instructional Strategies to Meet New Common Core Standards for MS and HS Mathematics <i>PRISM</i>	MSU Montclair, NJ	2/27/15	\$135.58

**Policy**

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**CLASS SIZE**

It shall be the policy of the Franklin Lakes Board of Education to make every effort to maintain class sizes that are educationally supportive of quality education and economically sound.

The Board of Education understands that achieving this goal is dependent upon the financial ability of the school district and the efficient usage of all of its resources, including its physical facilities. Thus, the Board also directs the Superintendent to work with the principals in establishing the most appropriate usage of the school buildings. The principal, working under the supervision of the Superintendent and in cooperation with members of the school staff concerned, shall be responsible for the assignment to classes of all students in his/her school.

**Grade Level**

**Recommended Ranges**

*Kindergarten  
Grades 1 – 2*

*Recommended 14 – 18*

*Grade 3*

*Recommended 16 – 20*

*Grades 4 – 5*

*Recommended 18 – 22*

The board may, when average class size moves beyond the recommended range, approve teacher assistance through the use of additional certified teachers or approved aides. Class size may vary between schools and shall generally not exceed the recommended range. This policy does not preclude the board, upon the recommendation of the chief school administrator, from adjusting class size due to extenuating circumstances.

**Elementary Class Size K-5**

1. If a class falls below the stated recommended range, whenever possible the administration shall make adjustments to bring the class size to within the recommended range.
2. If a class falls above the recommended range, the administration shall make adjustments to bring the class size to within the recommended range. If the class size adjustment would bring a new class below the recommended range, the administration, in lieu of opening a new class, and after considering all of the ramifications, may provide an additional teacher or classroom assistant to the class that falls above the recommended range.
3. In certain circumstances, the Superintendent shall have the authority to make specific exceptions to the above rules for individual classes. In determining an exception, the Superintendent shall give consideration to curricular needs, the educational needs of students, staffing matters, room

availability, classroom size, class size average per grade level, and the financial condition of the school district.

Middle School Class Size 6-8

At the middle school level, a recommended range for class size varies based upon programmatic needs and capacity. In grades 6-8, class size shall generally not exceed 24 students.

The Board recognizes the impact of teaming and special programming on the middle school schedule. Staff assignments will be made by the Principal within personnel allotments established for the school by the Superintendent, reflecting the number and type of special programs offered at the school, as well as fluctuations in enrollment.

Decisions pertaining to class size and student-teacher ratio involve factors that are complex and varied. These factors include:

- A. Number of BSI, special education, ESL, remedial, advanced and gifted/talented students.
- B. Facilities
- C. Personnel
- D. Budget
- E. Achievement test results or other comparable data.
- F. Teacher recommendation.
- G. Emotional, social composition of class.
- H. Future enrollment trends.

As a class approaches maximum size or as a need becomes apparent, the administration shall conduct a study of these variables to ascertain student needs and the advantages/disadvantages of keeping the class intact.

Adopted: June 5, 2001  
 Revised: March 4, 2008  
 NJSBA Review/Update: September 2009  
 Readopted:

Key Words

Class Size, Space-per-student Requirements

**Legal References:** N.J.S.A. 18A:11-1  
N.J.S.A. 18A:54-20  
N.J.A.C. 6A:8-2.1  
N.J.A.C. 6A:10A et seq.

General mandatory powers and duties  
 Powers of board (county vocational schools)  
 Authority for educational goals and standards  
*Improving Standards-Driven Instruction and*

*Literacy*

*and Increasing Efficiency in Abbott School Districts*

See particularly

CLASS SIZE (continued)

File Code: 6151

Appendix A	
<u>N.J.A.C.</u> 6A:14-4.7	Program criteria: special class programs, secondary and vocational rehabilitation
<u>N.J.A.C.</u> 6A:23-8.3	Commissioner to ensure achievement of the Core Curriculum Content Standards
<u>N.J.A.C.</u> 6A:26-2.1 <u>et seq.</u>	Long-Range Facilities Plans
<u>N.J.A.C.</u> 6A:32-8.2	School enrollment
<u>N.J.A.C.</u> 6A:32-8.3	School attendance

**Possible**

<b><u>Cross References:</u></b>	3240	Tuition income
	*5118	Nonresidents
	*5120	Assessment of individual needs
	*5145.4	Equal educational opportunity
	6150	Instructional arrangements
	*6171.4	Special education
	*7110	Long-range facilities planning

\*Indicates policy is included in the Critical Policy Reference Manual.



## Agreement for schoolboardnet Services

THIS AGREEMENT is made and entered into as of the date of execution, by and between the New Jersey School Boards Association (“NJSBA”) and the Franklin Lakes Board of Education (“Board”), 490 Pulis Avenue, Franklin Lakes, New Jersey, 07417.

WHEREAS, NJSBA’s mission is excellence in local school governance and support of public education;

WHEREAS, the NJSBA offers various policy services in order to further its mission; and

WHEREAS, the Board seeks to increase access to public documents;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

- I. **Description.** “NJSBA schoolboardnet.” This project involves providing school districts with electronic communication and associated information processing services accessible via the Internet. Using “NJSBA schoolboardnet,” school boards will be able to develop and post meeting agendas and minutes on the Internet as well as manage events, make announcements, and perform other activities. If the Board participates in “NJSBA schoolboardnet,” specifications for “NJSBA schoolboardnet” are provided as an Addendum to this Agreement and are incorporated by reference in it.
- II. **Proprietary Interests in Board’s Policies and Materials.** The Parties agree that the Board shall retain ownership in the text of all material it furnishes to NJSBA in order to fulfill its obligations under this Agreement.
- III. **Current and Archive Copies of the Board’s Policies and Materials.** The Parties agree that the Board shall maintain current and archive copies of its materials separate and apart from the copies maintained by the NJSBA or given to the NJSBA in order for the NJSBA to fulfill its obligations under this Agreement. No agency relationship is created between the Board and the NJSBA for purposes of record retention, storage, organization, dissemination, destruction, or maintenance and the NJSBA will not be responsible for responding to requests for public records under the any Freedom of Information Act or for responding to any subpoena on behalf of the Board.

- IV. **Disclaimer/Liability.** While every effort is made to ensure accuracy and completeness, NJSBA will not be responsible for any errors or omissions that may occur. NJSBA does not warrant that the Board's material is fit for any particular purpose. Furthermore, NJSBA will not be liable for any direct, indirect, or consequential damages, including any loss of data arising out of use or inability to use the Board material.
- V. **Term and Fees.** The dates and terms of this renewal Agreement will be for the period beginning with the signing of this agreement and continue for a term of one (1) year, upon written agreement of the parties. The Board agrees to pay the fees as described in the attached Addendum for the Premier service.
- VI. **Termination.** Either Party has the right to terminate this Agreement immediately in cases of fraud or dishonesty by the other Party. In cases of a material breach of the Agreement, a complaining Party shall give written notice of the breach to the non-complying Party. The non-complying Party shall have a minimum of seven (7) days to correct the deficiency. If, after the cure period, the breach is not cured, the complaining Party may immediately terminate this Agreement. Notwithstanding the above, the NJSBA has the right to terminate this Agreement immediately if (a) its contract with Schoolboardnet, LLC, terminates and the NJSBA, after a reasonable effort, cannot find a similarly situated consultant to provide the services described in this Agreement, or (b) the Board discontinues its membership in the NJSBA.
- VII. **Effect of Termination.** Termination of this Agreement shall not cancel the Board's responsibility for payment of any applicable fees for products or services of any kind provided by NJSBA, subsidiaries or affiliated companies, for any services rendered before termination. All provisions of this Agreement relating to disclaimers or warranties, limitation of liability, remedies, or damages, and Board's proprietary rights shall survive termination.
- VIII. **Entire Agreement.** This renewal Agreement, including the fee schedule attached as the addendum constitutes the entire understanding between the Parties concerning the subject matter hereof.
- IX. **Governing Laws.** The laws of the State of New Jersey shall govern this Agreement.

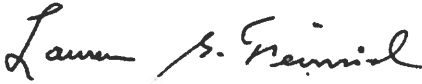


IN WITNESS WHEREOF, each party has caused this Agreement to be signed and executed by a duly authorized person on the day and year first above written.

An original, scanned, electronic or facsimile of the parties' signature hereto is deemed admissible in enforcing this agreement.

Date: 12/24/2014

Date: 12/24/2014



\_\_\_\_\_  
Dr. Lawrence S. Feinsod  
Executive Director, NJSBA

\_\_\_\_\_  
Donald Webster, Jr.  
President, NJSBA

Date:

Date:

\_\_\_\_\_  
Board President (Sign)

\_\_\_\_\_  
Board Secretary/Business Administrator (Sign)

Legal/Cindy/Contracts/Policy\_Paperless Meetings Franklin Lakes 12-14