

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

**REGULAR BUSINESS MEETING AGENDA**

Tuesday, November 11, 2014

Franklin Avenue Middle School  
755 Franklin Avenue, 8:00 PM  
Instrumental Music 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 Ridgewood News* and *The Record*; 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, Ms. Christine Christopoul, Mr. Laurence Loprete, Ms. Susan McGowan, Mr. Robert Medeiros, Ms. Shirley O'Reilly, Ms. Kathie Schwartz, Mr. Craig Urciuoli, Ms. Jackie Veliky

5. **APPROVAL OF MINUTES**

- Motion to approve the Minutes from the meetings on October 28, 2014

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

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

September, 2014

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

The Board Secretary certifies that for the month ending September, 2014, no budgetary line item account has obligations and payments (contractual orders) which in total exceed the amount appropriated by the Board of Education pursuant to N.J.A.C. 6A:23A-16.10(c)3.

Pursuant to N.J.A.C. 6A:23A-16.10(c)4, the Board of Education certifies that as of September, 2014, the Board Secretary's monthly financial report (appropriations section) did not reflect an over-expenditure in any of the major accounts or funds, and based on the appropriation balances reflected on this report and the advice of district officials, we have no reason to doubt that the district has sufficient funds available to meet its financial obligations for the remainder of the fiscal year.

8. **PUBLIC WORK SESSION**

- Review Draft of Revised Mission Statement – 15 minutes
- Board Goals – Discuss Strategies and Benchmarks – 30 minutes
- Report of Committees – 30 minutes (first meeting of the month)
  - Curriculum
  - Finance
  - Operations
  - Negotiations
  - Personnel
  - 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**

**#1BGO**

RESOLUTION NO. 11578

**AUTHORIZE BUSINESS ADMINISTRATOR TO SOLICIT BIDS FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education authorizes the Business Administrator to solicit bids for solid waste and recyclable materials collection for the Franklin Lakes School District.

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

DATED: November 11, 2014

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**CURRICULUM & INSTRUCTION COMMITTEE**

RESOLUTION NO. NONE

**FINANCE**

**#1F**

RESOLUTION NO. 11579

**APPROVAL OF LINE ITEM TRANSFERS – OCTOBER, 2014**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Board approves the line item transfers for the months of October, 2014. In order to accomplish the aforesaid purpose the Business Administrator was authorized to transfer the amount of money into and out of the line items set forth on the attached schedule.

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

DATED: November 11, 2014

Attachment

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**#2F**

RESOLUTION NO. 11580

**APPROVAL OF CURRENT BILLS LIST**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the payment of claims on the current bills list in the amount of \$3,142,027.46 for October, 2014.

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

DATED: November 11, 2014

Attachment

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**#3F**

RESOLUTION NO. 11581

**APPROVAL OF CONTRACT WITH CENTRIS GROUP, LLC**

**BE IT RESOLVED** that upon the recommendation of the Superintendent of Schools, the Franklin Lakes Board of Education approves the contract with Centris Group, LLC to purchase IEP Direct software package at an initial annual fee of \$13,999.92 through June, 2015.

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

DATED: November 11, 2014

Attachment

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**PERSONNEL**

**#1P**

RESOLUTION NO. 11582

**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 \_\_\_\_\_ Seconded by \_\_\_\_\_  
Passed \_\_\_\_\_ Failed \_\_\_\_\_

DATED: November 11, 2014  
Attachment

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**#2P**

RESOLUTION NO. 11583

**APPROVAL OF MATERNITY LEAVE FOR ELIZABETH HARTMAN,  
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 a maternity leave for Elizabeth Hartman, Music Teacher at Franklin Avenue Middle School, from February 18, 2015 to May 20, 2015.

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

DATED: November 11, 2014

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**POLICY**

RESOLUTION NO. NONE

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: NOVEMBER 11, 2014**

<b>RESOLUTION #</b>	<b>TOPIC</b>
<b>COMMITTEE OF THE WHOLE</b>	
	<b>NONE</b>
<b>BUILDINGS, GROUNDS AND OPERATIONS</b>	
<b>1BGO</b>	<b>AUTHORIZE BUSINESS ADMINISTRATOR TO SOLICIT BIDS FOR SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION</b>
<b>CURRICULUM &amp; INSTRUCTION</b>	
	<b>NONE</b>
<b>FINANCE</b>	
<b>1F</b>	<b>APPROVAL OF LINE ITEM TRANSFERS - OCTOBER 2014</b>
<b>2F</b>	<b>APPROVAL OF CURRENT BILLS LISTS</b>
<b>3F</b>	<b>APPROVAL OF CONTRACT WITH CENTRIS GROUP, LLC</b>
<b>PERSONNEL</b>	
<b>1P</b>	<b>APPROVAL OF STAFF TRIPS AND CONFERENCES</b>
<b>2P</b>	<b>APPROVAL OF MATERNITY LEAVE FOR ELIZABETH HARTMAN, MUSIC TEACHER, FRANKLIN AVENUE MIDDLE SCHOOL</b>
<b>POLICY</b>	
	<b>NONE</b>

# Franklin Lakes Board of Education

## Monthly Transfer Report

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Budget Category	Accounts	Revenues		Orig + Rvnuess		Maximum Transfer Out Allowed	YTD Net Transfers	% change of Transfers	Remaining Transfers Out Allowed	Account Balance
		Original Budget	Allowed + Pr Yr Reserve	Allowed + Pr Yr Reserve	Allowed + Pr Yr Reserve					
Regular Programs	11-1XX-100-XXX 12-1XX-100-XXX 13-1XX-100-XXX 15-1XX-100-XXX 18-1XX-100-XXX	9,261,219.65	54,503.65	9,315,723.30	931,572.33	( 260.00)	0.00	931,312.33	728,240.18	
Special Education, Basic Skills/Remedial and Bilingual Instruction and Speech/OT/PT and Extraordinary Services	1X-2XX-100-XXX 1X-000-216-XXX 1X-000-217-XXX	4,850,106.00	300.00	4,850,406.00	485,040.60	260.00	0.01	485,300.60	21,325.58	
Vocational Programs-Local	1X-3XX-100-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
School-Spon. Co/Extra-Curr. Activities, School Sponsored Athletics, and Other Instructional Programs	11-4XX-100-XXX 11-4XX-200-XXX 12-4XX-100-XXX	118,339.45	0.00	118,339.45	11,833.95	0.00	0.00	11,833.95	12,636.45	
Community Services Programs/Operations	1X-800-330-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>UNDISTRIBUTED EXPENDITURES</b>		<b>14,229,665.10</b>	<b>54,803.65</b>	<b>14,284,468.75</b>					<b>762,202.21</b>	
Tuition	11-000-100-XXX 16-000-100-XXX 17-000-100-XXX 18-000-100-XXX	621,700.00	0.00	621,700.00	62,170.00	( 10,000.00)	-1.61	52,170.00	92,276.73	
Attendance and Social Work, Health, Guidance, Child Study Teams, Education Media Services/School Library	1X-000-211-XXX 1X-000-213-XXX 1X-000-218-XXX 1X-000-219-XXX 1X-000-222-XXX	2,080,488.00	0.00	2,080,488.00	208,048.80	18,000.00	0.87	226,048.80	92,868.84	
Improvement of Instruction Services and Instructional Staff Training Services	1X-000-221-XXX 1X-000-223-XXX	150,000.00	0.00	150,000.00	15,000.00	4,938.25	3.29	19,938.25	90,305.05	
General Administration	1X-000-230-XXX	450,869.00	0.00	450,869.00	45,086.90	0.00	0.00	45,086.90	-12,318.19	
School Administration	1X-000-240-XXX	1,001,750.00	0.00	1,001,750.00	100,175.00	0.00	0.00	100,175.00	19,412.79	
Central Svcs & Admin Info Technology	1X-000-25X-XXX	507,295.00	0.00	507,295.00	50,729.50	0.00	0.00	50,729.50	72,802.39	
Operation and Maintenance of Plant Services	1X-000-26X-XXX	2,318,348.75	280,030.27	2,598,379.02	259,837.90	( 6,938.25)	-0.27	252,899.65	33,592.98	
Student Transportation Services	1X-000-270-XXX	827,895.00	1,680.25	829,575.25	82,957.53	0.00	0.00	82,957.53	5,757.50	
Personal Services-Employee Benefits	1X-XXX-XXX-2XX	5,063,000.00	0.00	5,063,000.00	506,300.00	( 6,000.00)	-0.12	500,300.00	-152,449.13	
Transfer Property Sale Proceedes to Debt Service Reserve	11-000-520-934	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	



# Franklin Lakes Board of Education Monthly Transfer Report

Budget Category	Accounts	Original Budget	Revenues Allowed + Pr Yr Reserve	Orig + Rvnuess Allowed + Pr Yr Reserve	Maximum Transfer Out Allowed	YTD Net Transfers	% change of Transfers	Remaining Transfers Out Allowed	Account Balance
Food Services	11-000-310-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL GENERAL CURRENT EXPENSE</b>		<b>13,021,345.75</b>	<b>281,710.52</b>	<b>13,303,056.27</b>					<b>242,248.96</b>
Equipment	1X-XXX-XXX-73X	50,156.49	3,205.00	53,361.49	5,336.15	0.00	0.00	5,336.15	50,156.49
Facilities Acquisition and Construction Services	1X-000-4XX-XXX	86,004.66	0.00	86,004.66	0.00	0.00	0.00	0.00	86,004.66
Capital Reserve-Transfer to Capital Expend. Fund	12-000-4XX-931	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Reserve-Transfer to Repayment of Debt	12-000-4XX-933	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>136,161.15</b>	<b>3,205.00</b>	<b>139,366.15</b>					<b>136,161.15</b>
<b>TOTAL SPECIAL SCHOOLS</b>	13-XXX-XXX-XXX	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfer of Funds to Charter Schools	10-000-100-56X	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Fund Contribution to School Based Budgets	10-000-520-930	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>OPERATING BUDGET GRAND TOTAL</b>		<b>27,387,172.00</b>	<b>339,719.17</b>	<b>27,726,891.17</b>					<b>1,140,612.32</b>

School Business Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

# Franklin Lakes Board of Education

## Summary Check Register By Check#

2F

Posted Checks : Current Cycle : October

10/01/2014  
va\_chkr8.081205

Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
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**POSTED CHECKS**

**General Account -Check Series #1**

41324	10/08/2014	2922	ACCU-ROOTER PLUMBING & DRAIN CLEAN	\$125.00
41325	10/08/2014	3832	MR / MRS ADLER	\$375.00
41326	10/08/2014	3527	GECRB/ AMAZON	\$1,906.59
41327	10/08/2014	1102	BENECARD SERVICES, INC.	\$76,347.57
41328	10/08/2014	3740	BMI EDUCATIONAL SERVICES, INC	\$109.86
41329	10/08/2014	3647	CAMPBELL FIRE PROTECTION INC.	\$250.00
41330	10/08/2014	1236	COUNCIL FOR EXCEPTIONAL CHILDR	\$230.00
41331	10/08/2014	1256	CURRICULUM ASSOCIATES, INC.	\$4,752.00
41332	10/08/2014	1280	DEMCO	\$418.38
41333	10/08/2014	2465	DICK BLICK ART MATERIALS	\$122.61
41334	10/08/2014	3279	DIRECT ENERGY BUSINESS	\$7,081.98
41335	10/08/2014	1698	DURHAM SCHOOL SERVICES	\$11,206.58
41336	10/08/2014	3377	SCHOOL SPECIALTY	\$28.50
41337	10/08/2014	1329	EVAN-MOORE EDUCATION PUBLISH	\$712.52
41338	10/08/2014	1343	FIRST GROUP AMERICA	\$26,459.08
41339	10/08/2014	3180	FIRST STUDENT, INC	\$934.22
41340	10/08/2014	2717	THE FISHBOWL	\$137.00
41341	10/08/2014	1348	FOLLETT SCHOOL SOLUTIONS, INC	\$2,629.68
41342	10/08/2014	1351	FORUM SCHOOL	\$6,033.72
41343	10/08/2014	1371	DR. ESTHER FRIDMAN	\$575.00
41344	10/08/2014	3395	GNOMECOMM, LLC	\$532.00
41345	10/08/2014	1405	GREAT BOOKS FOUNDATION	\$814.21
41346	10/08/2014	2634	HANDWRITING WITHOUT TEARS	\$38.70
41347	10/08/2014	1467	HOUGHTON MIFFLIN HARCOURT	\$1,343.58
41348	10/08/2014	3515	INTERSTATE HOME SERVICE	\$1,155.05
41349	10/08/2014	3021	INTERSTATE WASTE SERVICES-NJ	\$1,606.72
41350	10/08/2014	1515	KARL & ASSOCIATES	\$945.00
41351	10/08/2014	3280	VASSILIA KATRITSIS	\$1,425.00
41352	10/08/2014	1548	LAKESHORE LEARNING MATERIALS	\$195.43
41353	10/08/2014	1565	LEE DISTRIBUTORS, INC.	\$4,337.40
41354	10/08/2014	1650	MC GRAW HILL	\$161.04
41355	10/08/2014	1699	HAL LEONARD CORPORATION	\$195.00
41356	10/08/2014	1707	NASCO	\$579.63
41357	10/08/2014	1716	NAT. SCHOOL PRODUCTS	\$32.49
41358	10/08/2014	1709	NATHAN LANE AGENCY, INC.	\$24,991.62
41359	10/08/2014	3831	NEW BEGINNINGS AT EMERSON	\$10,707.80
41360	10/08/2014	2529	SPORT SUPPLY GROUP	\$166.14
41361	10/08/2014	2415	PEARSON EDUCATION	\$818.14
41362	10/08/2014	2598	CHRISTINE MONAHAN	\$184.46
41363	10/08/2014	2598	KRISTINE CECERE	\$115.05
41364	10/08/2014	1887	REALLY GOOD STUFF	\$262.95
41365	10/08/2014	2662	ELKHERCHI	\$59.00
41366	10/08/2014	2662	KLESS	\$59.00
41367	10/08/2014	2662	MARSHALL	\$59.00
41368	10/08/2014	2662	MARSHALL, WAYNE	\$59.00
41369	10/08/2014	2662	JOURDAN	\$59.00
41370	10/08/2014	2662	RIOLO	\$59.00
41371	10/08/2014	1892	REMEDIA PUBLICATIONS	\$106.74
41372	10/08/2014	1904	HM RECEIVABLE CO., LLC	\$150.00
41373	10/08/2014	1935	WILLIAM H. SADLIER, INC.	\$8,202.65

# Franklin Lakes Board of Education

## Summary Check Register By Check#

Posted Checks : Current Cycle : October

'0/01/2014  
va\_chkr8.081205

Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
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**POSTED CHECKS**

**General Account -Check Series #1**

41374	10/08/2014	1939	SCHOOL SPECIALTY	\$822.76
41375	10/08/2014	1949	SCHOOL HEALTH CORP.	\$4,260.71
41376	10/08/2014	1950	SCHOOL SPECIALTY INC	\$4,108.60
41377	10/08/2014	1950	SCHOOL SPECIALTY INC	\$471.58
41378	10/08/2014	1970	SHAW'S COMPLETE SECURITY	\$1,056.00
41379	10/08/2014	1971	SHOPRITE OF OAKLAND	\$22.22
41380	10/08/2014	3650	SINGAPOREMATH.COM INC	\$484.00
41381	10/08/2014	2325	CAMBIUM LEARNING, INC.	\$589.90
41382	10/08/2014	2814	SOUTHPAW ENTERPRISES	\$39.95
41383	10/08/2014	1997	SCHOOL SPECIALTY, INC.	\$21.84
41384	10/08/2014	2525	STAPLES ADVANTAGE	\$191.15
41385	10/08/2014	3764	STAPLES ADVANTAGE	\$1,004.70
41386	10/08/2014	2030	SUPER DUPER PUBLICATIONS	\$96.80
41387	10/08/2014	3683	THE CRAIG SCHOOL	\$3,567.60
41388	10/08/2014	3702	THE LIBRARY STORE	\$16.81
41389	10/08/2014	3825	THE NATIONAL GARDENING ASSOC.	\$1,089.65
41390	10/08/2014	3629	TRI-STATE FOLDING PARTITIONS, INC.	\$1,050.00
41391	10/08/2014	2122	UNIVERSAL AWARDS	\$240.00
41392	10/08/2014	3468	WARD'S NATURAL SCIENCE	\$376.46
41393	10/15/2014	3527	GECRB/ AMAZON	\$1,225.34
41394	10/15/2014	1071	ATC SERVICES	\$140.00
41395	10/15/2014	1114	BERGEN PROTECTIVE SYSTEMS	\$252.00
41396	10/15/2014	3838	AUBREY BYRNE	\$1,200.00
41397	10/15/2014	3110	DATA CONTROL	\$45.69
41398	10/15/2014	1279	SCHOOL SPECIALTY	\$51.85
41399	10/15/2014	1280	DEMCO	\$147.59
41400	10/15/2014	2584	DIRECT ENERGY BUSINESS	\$157.76
41401	10/15/2014	2858	EBSCO INFORMATION SERVICES	\$1,103.00
41402	10/15/2014	3377	SCHOOL SPECIALTY	\$251.90
41403	10/15/2014	1329	EVAN-MOORE EDUCATION PUBLISH	\$297.87
41404	10/15/2014	3180	FIRST STUDENT, INC	\$375.00
41405	10/15/2014	1346	FOGARTY & HARA	\$3,079.75
41406	10/15/2014	3771	FOGARTY & HARA, ESQS.	\$8,019.50
41407	10/15/2014	1359	FRANKLIN LAKES BD OF EDUCATION	\$13,065.00
41408	10/15/2014	1372	FROST VALLEY	\$26,883.00
41409	10/15/2014	3395	GNOMECOMM, LLC	\$156.00
41410	10/15/2014	1395	GOPHER ATHLETIC	\$762.43
41411	10/15/2014	1405	GREAT BOOKS FOUNDATION	\$643.36
41412	10/15/2014	2634	HANDWRITING WITHOUT TEARS	\$346.50
41413	10/15/2014	1446	HENRY SCHEIN INC	\$258.00
41414	10/15/2014	1463	HOME DEPOT CREDIT SERVICES	\$111.51
41415	10/15/2014	3579	J & J ELECTRICAL CONSTRUCTION & DESIGN	\$400.00
41416	10/15/2014	3688	JAMMIN JENN LLC	\$330.00
41417	10/15/2014	1577	JOHN DEERE LANDSCAPES	\$192.48
41418	10/15/2014	2471	KATHLEEN KAPLAN	\$400.00
41419	10/15/2014	3834	KURTZ PSYCHOLOGY CONSULTING PC	\$1,000.00
41420	10/15/2014	3779	CABLEVISION LIGHTPATH	\$3,612.70
41421	10/15/2014	1615	MAHWAH TREE CORP.	\$1,550.00
41422	10/15/2014	1639	STACIA MASCHARKA	\$395.20
41423	10/15/2014	3627	MASTER GRINDING & SECURITY, LLC	\$164.00

# Franklin Lakes Board of Education

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Posted Checks : Current Cycle : October

10/01/2014  
va\_chkr8.081205

Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
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### POSTED CHECKS

#### General Account -Check Series #1

41424	10/15/2014	2643	MOLA	\$17.82
41425	10/15/2014	3338	LESLIE NAGY, MD	\$600.00
41426	10/15/2014	1707	NASCO	\$811.80
41427	10/15/2014	3831	NEW BEGINNINGS AT EMERSON	\$4,630.40
41428	10/15/2014	1773	OAKLAND HARDWARE	\$372.09
41429	10/15/2014	3491	PEARSON	\$1,502.00
41430	10/15/2014	3231	PRITCHARD INDUSTRIES, INC	\$79,315.36
41431	10/15/2014	1887	REALLY GOOD STUFF	\$280.06
41432	10/15/2014	3190	REGENCY ENTERPRISES, INC	\$518.80
41433	10/15/2014	1763	REGION 1-MAHWAH BOARD OF EDUCATION	\$2,022.56
41434	10/15/2014	1892	REMEDIA PUBLICATIONS	\$160.92
41435	10/15/2014	3061	SAGE DAY	\$9,528.75
41436	10/15/2014	1949	SCHOOL HEALTH CORP.	\$736.92
41437	10/15/2014	1950	SCHOOL SPECIALTY INC	\$1,572.39
41438	10/15/2014	1982	RICHARD SLADE	\$74.09
41439	10/15/2014	1990	MICHAEL SOLOKAS	\$46.49
41440	10/15/2014	2525	STAPLES ADVANTAGE	\$114.28
41441	10/15/2014	3764	STAPLES ADVANTAGE	\$21.63
41442	10/15/2014	2092	TRAFFIC SAFETY & EQUIP. CO.INC	\$230.00
41443	10/15/2014	2122	UNIVERSAL AWARDS	\$20.00
41444	10/15/2014	2154	WAGNER TOURS, INC.	\$6,600.00
41445	10/15/2014	2164	WATERTIGHT PLUMBING & HEATING	\$6,135.00
41446	10/15/2014	2424	WEST MUSIC	\$91.90
41447	10/15/2014	2380	WYCKOFF BOARD OF EDUCATION	\$1,399.40
41448	10/15/2014	2213	ZANER-BLOSER	\$1,801.29
41449	10/20/2014	3527	GECRB/ AMAZON	\$334.01
41450	10/20/2014	3541	AMERIFLEX BUSINESS SOLUTIONS	\$99.00
41451	10/20/2014	1105	BERGEN BRAIN BUSTERS	\$125.00
41452	10/20/2014	3840	BERGEN COUNTY CURRICULUM CONSORTIUM	\$150.00
41453	10/20/2014	1109	BERGEN CTY SPECIAL SERVICES	\$19,705.47
41454	10/20/2014	1139	BOROUGH OF FRANKLIN LAKES	\$647.16
41455	10/20/2014	2720	CASCADE SCHOOL SUPPLIES	\$432.87
41456	10/20/2014	3521	COMPASS LEARNING, INC	\$5,638.00
41457	10/20/2014	1344	FISHER SCIENCE EDUCATION	\$29.66
41458	10/20/2014	2842	LIZ HARTMAN	\$825.00
41459	10/20/2014	3736	HEAD TO HEAD LICE TREATMENT CTR	\$2,460.00
41460	10/20/2014	3579	J & J ELECTRICAL CONSTRUCTION & DESIGN	\$300.00
41461	10/20/2014	3839	MARSHALL MEMO, LLC	\$150.00
41462	10/20/2014	1650	MC GRAW HILL	\$110.77
41463	10/20/2014	3772	METHFESSEL & WERBEL, ESQS	\$6,543.40
41464	10/20/2014	1669	METROPOLITAN TELECOMMUNICATION	\$2,639.25
41465	10/20/2014	1707	NASCO	\$19.98
41466	10/20/2014	1719	ND SECURITY COMPANY, LLC	\$6,451.65
41467	10/20/2014	3058	NJ DRAPERY SERVICES	\$1,857.02
41468	10/20/2014	3491	PEARSON	\$346.11
41469	10/20/2014	2598	JOE KEISER	\$121.69
41470	10/20/2014	2662	MARSHALL	\$59.00
41471	10/20/2014	2662	MARSHALL, WAYNE	\$59.00
41472	10/20/2014	2833	MICHELLE ROTELLA	\$825.00
41473	10/20/2014	1935	WILLIAM H. SADLIER, INC.	\$524.17

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## Summary Check Register By Check#

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Posted Checks : Current Cycle : October

Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
<b>POSTED CHECKS</b>				
<b>General Account -Check Series #1</b>				
41474	10/20/2014	1947	SCHOLASTIC TEACHING RESOURCES	\$483.98
41475	10/20/2014	1949	SCHOOL HEALTH CORP.	\$243.00
41476	10/20/2014	1950	SCHOOL SPECIALTY INC	\$772.16
41477	10/20/2014	1968	SEXAUER, J.A., INC.	\$895.46
41478	10/20/2014	2524	TRIARCO ARTS & CRAFTS, LLC	\$181.56
41479	10/20/2014	2174	WESTERN PEST CONTROL	\$1,224.50
41480	10/24/2014	2922	ACCU-ROOTER PLUMBING & DRAIN CLEAN	\$250.00
41481	10/24/2014	1038	ALL-SERVICE CONTRACTORS EQUIP	\$245.00
41482	10/24/2014	3527	GECRB/ AMAZON	\$570.19
41483	10/24/2014	1032	APP	\$505.08
41484	10/24/2014	1063	AQUA MIST IRRIGATION	\$75.00
41485	10/24/2014	3842	MR/ MRS ASLANIAN	\$360.00
41486	10/24/2014	1206	AT&T MOBILITY	\$664.05
41487	10/24/2014	1071	ATC SERVICES	\$760.00
41488	10/24/2014	1183	CDWG	\$952.00
41489	10/24/2014	1210	SCHOOL SPECIALTY, INC.	\$224.04
41490	10/24/2014	1256	CURRICULUM ASSOCIATES, INC.	\$396.00
41491	10/24/2014	1278	DELTA DENTAL	\$24,075.80
41492	10/24/2014	3249	FIELDSTONE BOOK COMPANY	\$26.40
41493	10/24/2014	2717	THE FISHBOWL	\$137.00
41494	10/24/2014	1345	FLAGHOUSE, INC.	\$1,344.89
41495	10/24/2014	3356	HOUGHTON MIFFLIN HARCOURT	\$63.72
41496	10/24/2014	1472	HDR	\$1,781.68
41497	10/24/2014	3410	K.C.G. INC	\$4,765.84
41498	10/24/2014	3818	KUIKEN'S DAIRY FARM LLC	\$1,181.24
41499	10/24/2014	3384	LANDS' END	\$394.50
41500	10/24/2014	2808	LEE MYLES FLEET SERVICES, INC.	\$4,460.86
41501	10/24/2014	3843	KIM MASTER	\$239.00
41502	10/24/2014	2780	MIDWEST TECHNOLOGY PRODUCTS	\$46.70
41503	10/24/2014	2435	NAT. GEOGRAPHIC SCHOOL PUBLISH	\$85.80
41504	10/24/2014	3817	NESTLE PURE LIFE DIRECT	\$5.61
41505	10/24/2014	2415	PEARSON EDUCATION	\$409.07
41506	10/24/2014	1853	PRESENTATION SYSTEMS, INC.	\$725.70
41507	10/24/2014	3231	PRITCHARD INDUSTRIES, INC	\$274.50
41508	10/24/2014	1868	PUBLIC SERVICE ELEC. & GAS	\$456.60
41509	10/24/2014	2662	BERRY	\$59.00
41510	10/24/2014	2662	CATENACCI	\$187.20
41511	10/24/2014	2662	CHETTUM	\$59.00
41512	10/24/2014	2662	HUDSON	\$450.00
41513	10/24/2014	1763	REGION 1-MAHWAH BOARD OF EDUCATION	\$14,674.91
41514	10/24/2014	3728	RICKARD REHABILITATION SERVICES, INC.	\$585.00
41515	10/24/2014	3554	RUBICON INTERNATIONAL	\$4,200.00
41516	10/24/2014	3841	SAINT CLARE'S HOSPITAL	\$216.00
41517	10/24/2014	2330	SATCO SUPPLY	\$611.24
41518	10/24/2014	1950	SCHOOL SPECIALTY INC	\$1,305.40
41519	10/24/2014	3357	T. M. BRENNAN CONTRACTORS, INC	\$3,533.05
41520	10/30/2014	2896	AAP/NJ SHC	\$165.00
41521	10/30/2014	3527	GECRB/ AMAZON	\$869.94
41522	10/30/2014	3402	AUTISM NEW JERSEY	\$1,500.00
41523	10/30/2014	3838	AUBREY BYRNE	\$1,200.00

# Franklin Lakes Board of Education

## Summary Check Register By Check#

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Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
<b>POSTED CHECKS</b>				
<b>General Account -Check Series #1</b>				
41524	10/30/2014	1279	SCHOOL SPECIALTY	\$51.85
41525	10/30/2014	3279	DIRECT ENERGY BUSINESS	\$10,966.99
41526	10/30/2014	3377	SCHOOL SPECIALTY	\$589.11
41527	10/30/2014	1329	EVAN-MOORE EDUCATION PUBLISH	\$66.97
41528	10/30/2014	3180	FIRST STUDENT, INC	\$2,157.92
41529	10/30/2014	2484	GROTH MUSIC	\$198.77
41530	10/30/2014	3726	THE HON COMPANY	\$466.58
41531	10/30/2014	2647	INST. FOR MULTISENSORY EDUCATION	\$22.98
41532	10/30/2014	1548	LAKESHORE LEARNING MATERIALS	\$628.94
41533	10/30/2014	3120	LEARNING A-Z	\$6,577.05
41534	10/30/2014	1565	LEE DISTRIBUTORS, INC.	\$758.44
41535	10/30/2014	2641	MENTORING MINDS	\$1,943.92
41536	10/30/2014	2643	VRANESICH	\$211.56
41537	10/30/2014	1753	NJIDA	\$862.00
41538	10/30/2014	1910	ORANGE & ROCKLAND UTILITIES, INC.	\$12,205.00
41539	10/30/2014	2415	PEARSON EDUCATION	\$294.00
41540	10/30/2014	1827	PHOENIX LEARNING RESOURCES	\$49.30
41541	10/30/2014	1853	PRESENTATION SYSTEMS, INC.	\$280.00
41542	10/30/2014	3391	RAM BUSINESS MACHINES	\$500.00
41543	10/30/2014	1887	REALLY GOOD STUFF	\$722.16
41544	10/30/2014	2662	BERRY	\$59.00
41545	10/30/2014	2662	ELKHERCHI	\$59.00
41546	10/30/2014	2662	KLESS	\$59.00
41547	10/30/2014	2662	MARSHALL	\$59.00
41548	10/30/2014	2662	MARSHALL, WAYNE	\$59.00
41549	10/30/2014	2662	REYNOLDS	\$59.00
41550	10/30/2014	1947	SCHOLASTIC TEACHING RESOURCES	\$562.99
41551	10/30/2014	1948	SCHOLASTIC, INC.	\$2,053.80
41552	10/30/2014	1949	SCHOOL HEALTH CORP.	\$24.99
41553	10/30/2014	1950	SCHOOL SPECIALTY INC	\$87.44
41554	10/30/2014	2073	THERAPRO, INC.	\$271.21
41555	10/30/2014	2121	UNITED WATER NEW JERSEY	\$4,921.97
41556	10/30/2014	2631	WINSOR LEARNING, INC.	\$1,177.00
41557	10/30/2014	3727	XEROX FINANCIAL SERVICES	\$9,211.52
<b>Total for General Account Check Series #1</b>				<b>\$592,152.54</b>

**Franklin Lakes Board of Education**  
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Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
<b>POSTED CHECKS</b>				
<b>Agency Account -Check Series #3</b>				
5551	10/15/2014	3820	BRUCEPIEKARSKY OFFICER SUPERIOR COURT NJ	\$330.98
5552	10/15/2014	3431	FRANKLIN TEMPLETON INVESTMENTS	\$2,575.00
5553	10/15/2014	3425	LINCOLN INVESTMENT PLANNING, INC.	\$1,450.00
5554	10/15/2014	3737	LSW -NATIONAL LIFE	\$200.00
5555	10/15/2014	3556	SHERIFF OF BERGEN COUNTY	\$530.20
5556	10/30/2014	3426	AFLAC	\$1,151.22
5557	10/30/2014	3820	BRUCEPIEKARSKY OFFICER SUPERIOR COURT NJ	\$330.98
5558	10/30/2014	3431	FRANKLIN TEMPLETON INVESTMENTS	\$2,575.00
5559	10/30/2014	3425	LINCOLN INVESTMENT PLANNING, INC.	\$1,450.00
5560	10/30/2014	3737	LSW -NATIONAL LIFE	\$200.00
5561	10/30/2014	3430	NJEA	\$22,883.11
5562	10/30/2014	3427	PRUDENTIAL INS. CO. OF AMERICA	\$3,584.84
5563	10/30/2014	3556	SHERIFF OF BERGEN COUNTY	\$530.20
<b>Total for Agency Account Check Series #3</b>				<b>\$37,791.53</b>

# Franklin Lakes Board of Education

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Posted Checks : Current Cycle : October

Check Number	Check Date	Vendor No.	Check Vendor Name	Check Amount
<b>POSTED CHECKS</b>				
<b>Hand Checks</b>				
* 100114	10/01/2014	2302	NJ STATE HEALTH BENEFITS	\$253,667.28
* 910151401	10/15/2014	3428	AXA EQUITABLE	\$16,708.90
910151402	10/15/2014	3432	TAX DEFERRED SOLUTIONS	\$3,350.00
910151403	10/15/2014	3443	FEDERAL /FICA /MEDICARE TAX	\$202,845.94
910151404	10/15/2014	3448	NJ STATE TAX	\$24,768.94
* 910152014	10/15/2014	1810	PAYROLL ACCOUNT #2	\$861,185.67
* 910301401	10/30/2014	3434	TPAF	\$91,777.28
910301402	10/30/2014	3435	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	\$12,362.26
910301403	10/30/2014	3428	AXA EQUITABLE	\$16,556.90
910301404	10/30/2014	3432	TAX DEFERRED SOLUTIONS	\$3,350.00
910301405	10/30/2014	3443	FEDERAL /FICA /MEDICARE TAX	\$191,077.63
910301406	10/30/2014	3448	NJ STATE TAX	\$23,836.52
* 910302014	10/30/2014	1810	PAYROLL ACCOUNT #2	\$810,596.07
<b>Total for Hand Checks</b>				<b>\$2,512,083.39</b>
<b>Total Posted Checks</b>				<b>\$3,142,027.46</b>



# Franklin Lakes Board of Education

## Summary Check Register By Check#

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Posted Checks : Current Cycle : October

### Fund Summary

Fund Category	Sub Fund	Computer Checks	Computer Checks Non/AP	Hand Checks	Hand Checks Non/AP	Total Checks
10	10		\$48,178.33		\$91,531.67	\$139,710.00
10	11	\$505,447.62		\$1,833,917.35		\$2,339,364.97
Fund 10	TOTAL	\$505,447.62	\$48,178.33	\$1,833,917.35	\$91,531.67	\$2,479,074.97
20	20	\$38,526.59				\$38,526.59
30	90		\$37,791.53		\$586,634.37	\$624,425.90
GRAND	TOTAL	\$543,974.21	\$85,969.86	\$1,833,917.35	\$678,166.04	\$3,142,027.46

\* Total Prior Cycle Checks Voided in selected cycle(s): **\$0.00**

Total Checks from selected cycle(s) voided in the selected cycle(s): **\$0.00**

**MANAGED SERVICES AGREEMENT****SOFTWARE SERVICE PROVIDER:**

CENTRIS GROUP, LLC  
(hereinafter referred to as  
SOFTWARE SERVICE PROVIDER)  
whose office is located at:  
100 Merrick Road, Suite 418 E  
Rockville Centre, NY 11570

**CUSTOMER:**

Franklin Lakes School District  
(hereinafter referred to as CUSTOMER)  
  
whose office is located at:  
490 Pulis Avenue  
Franklin Lakes, NJ 07417

THIS AGREEMENT is effective as of the date of the last signature hereto and is entered into between SOFTWARE SERVICE PROVIDER and CUSTOMER.

WHEREAS, Software Service Provider is the sole owner of certain proprietary software applications and functions known as IEP Direct® and RTIm Direct® (the “Software”); and

WHEREAS, Software Service Provider is engaged in the business of providing its customers with access to, and the use of, the Software on websites (“Websites”) located on the Internet; and

WHEREAS, the business of providing access to, and use of, software on the Internet is commonly known as “Software as a Service” or “SaaS”; and

WHEREAS, Customer desires to access and use the Software Service Provider’s “Software as a Service” (the “Services,” as further described herein) with respect to certain of its information technology needs; and

WHEREAS, Software Service Provider has agreed to provide the Services to Customer, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties agree as follows:

**1. THE SERVICES.**

a. Purpose; Terms. This Agreement sets forth the terms and conditions under which Software Service Provider agrees to provide Customer with access to its Software as a Service and other related services which may include monitoring, hosting, maintenance, support, backup, and training for Customer’s use of the Software as a Service (collectively, the “Services”). Attached hereto as Schedule “A” is a list and description of the Services to be provided to Customer. In the event that Customer desires to obtain additional Services from Software Service Provider at any time during the Term, the parties shall identify the additional services and the price on additional written Schedule(s) “A” as needed (numbered A-2, A-3,

A-4, etc.) Any additional Schedule(s) A (the “Additional Schedule(s) A”) shall be signed by the parties and is/are incorporated by reference.

b. Web-Based Rights. Software Service Provider grants to Customer a nontransferable, nonexclusive right to access and use the Services via the Websites and to use the Services and any documentation provided by Software Service Provider only as authorized in this Agreement.

c. Hosting. The “Software as a Service” will be hosted by an authorized subcontractor (the “Hosted Service Provider”) that has been engaged by the Software Service Provider and shall only be accessed by Customer on the Websites, using the Customer’s computers. As a part of the Services, the Hosted Service Provider shall be responsible for maintaining a backup of Customer Data.

d. Documentation. In connection with the Services, Software Service Provider shall provide Customer with certain written materials (in hard copy, digital format, or accessible on the Websites) relating to the use of the Services (the “Documentation”).

e. Authorized Users. Customer and its employees, agents and contractors that have a need to use the Services (collectively, “Authorized Users”) shall have the right to operate and use the same. Notwithstanding the foregoing, Customer shall not grant access to the Services to any outside vendor or any other person or entity without Software Service Provider’s prior written consent, which consent may be withheld, delayed, or conditioned in Software Service Provider’s sole discretion. Customer shall not sublicense the Services or permit any third party to run, operate or otherwise make use of the Services. Customer shall not use the Services or the Documentation for any purpose other than Customer’s business. Customer may copy for its own internal use Software Service Provider’s manuals, training materials, and other reference materials as long as appropriate copyright markings are applied and maintained but it may not post any such materials on the Internet or to any other location that can be accessed by unauthorized users under any circumstances.

## **2. CUSTOMER RESPONSIBILITIES**

Customer shall have sole responsibility for administering access security (e.g., the granting of rights to an Authorized User). Customer is solely responsible for maintaining its Authorized User’s computers and providing user network and Internet access to the Services. Customer is solely responsible for ensuring that its users comply with the terms and conditions with respect to use of the Services that are set forth in this Agreement. Customer shall provide connectivity and security to the Internet for its location(s) for purposes of providing adequate access to Services. Software Service Provider shall not be responsible for the reliability, access to, or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Websites to use the Services. Customer shall be solely responsible for ensuring that all Customer content and data, including documents uploaded to the Websites, is accurate, not corrupt in any way, and does not contain any viruses.

### 3. TERM AND TERMINATION

The term of this Agreement shall commence as of the date of the last signature and continue until the July 1<sup>st</sup> immediately succeeding such date (the "Initial Term"). The term of any Additional Schedule(s) A shall commence on the date such Additional Schedule(s) A is/are signed by both parties and shall continue until the July 1<sup>st</sup> immediately succeeding such date. Thereafter, this Agreement, Schedule A and Additional Schedule(s) A will automatically renew for successive one year terms (collectively with the Initial Term, the "Term"), unless either party sends written notice of termination (of the Agreement or Schedule A or Additional Schedule(s) A) to the other party at least sixty (60) days prior to the expiration of the Term then in effect. In addition, the Term shall terminate upon the occurrence of any of the following events:

a. In the event of any default by a party of any term, covenant, or obligation under this Agreement, including the non-payment of fees, provided that the party in default is given written notice of the default and fails to cure such default within thirty (30) days.

b. Immediately and without prior notice, in the event that the Customer or any of its employees, agents, representatives, or Authorized Users take part in any action to reveal unauthorized confidential user identification information, confidential passwords, copyright infringements, or any action which may reveal the proprietary rights of the Software Service Provider that may create or allow others to duplicate, reverse engineer or otherwise permit others to recreate the Software, the Services or the Documentation.

If this Agreement is terminated pursuant to this provision or otherwise, Customer shall, within thirty (30) days after such termination, return all Documentation and other materials to Software Service Provider and provide written certification that the Services, the Documentation, and all of Software Service Provider's proprietary materials have been erased or otherwise destroyed and no longer used by the Customer. Following the effective date of termination, no further payment shall be due from the Customer unless there are payments in arrears, in which case the Customer shall be responsible for the annual payment prorated on a monthly basis for the months up until the termination of this Agreement.

Termination of this Agreement shall not release Customer from any liabilities or obligations under this Agreement (or otherwise) to prevent copyright or other infringement in any method or manner.

### 4. PAYMENT, PAYMENT TERMS & TRAINING

a. Acceptance. Customer agrees to accept the Services and the Software Service Provider by its acceptance of this Agreement, agrees to provide the Services to the Customer, in accordance with the payment terms and conditions as set forth or described in the section of Schedule A hereto named "Fees and Payments".

b. Payment Terms for the Initial Term and Prorated Annual Fee. After initial access to the Services is provided, the Initial Fee and Prorated Annual Fee, as set forth

in Schedule A, shall be invoiced and is due within 45 days of the date of the invoice. The cost of the Prorated Annual Fee shall be calculated through to June 30th of the current school year of the contract and will include the Hosting Service Provider fee.

c. Payment Terms for Succeeding Annual Fees. With respect to periods after the Initial Term, an estimated Annual Fee, which will include Hosting Service Provider fee, will be provided to Customer on or about January 31<sup>st</sup> for the upcoming school year for budgeting purposes. An invoice with the actual fee shall be provided on or around July 1<sup>st</sup>. Payment is due by July 31<sup>st</sup> for the ensuing Term. Software Service Provider reserves the right to modify the costs for the Services at any time upon ninety (90) days written notice provided that any increase shall not become effective until the following July 1<sup>st</sup>.

d. Training. In accordance with the section of Schedule A named "Training", training shall be provided to a small team of "internal experts" identified by the Customer on the use of the Services to successfully enter and report data. The team of "internal experts" shall be responsible for further training within the Customer's organization. Technical questions by the employees that relate to the functioning of the Services shall first be brought to the attention of the "internal experts" for resolution. If the "internal experts" are unable to resolve the question, the "internal experts" shall request the needed assistance from the Software Service Provider by telephone technical support.

If the Customer makes a specific request for unique or additional training and/or professional services, the Software Service Provider shall perform those services for the Customer at a time and location that is mutually agreed upon by both parties. All such additional training and/or professional services that are rendered will be invoiced in accordance with the then prevailing rates at the time said services are provided, and are subject to change. Schedule A includes a statement of current prevailing rates for additional training and professional services.

## **5. INTELLECTUAL PROPERTY RIGHTS**

Customer agrees that the Software, the Services and the Documentation are proprietary products and services and that all right, title and interest in and to the Software, the Services and Documentation, including all associated intellectual property rights, are and shall at all times be the sole and exclusive property of Software Service Provider. The Software, the Services and Documentation contain trade secret and unique proprietary information that is owned by Software Service Provider and is protected by United States copyright laws. Customer shall treat the Software, the Services and the Documentation like any other copyrighted material. Customer shall not copy or distribute the Software, the Services or the Documentation, electronically or otherwise, for any purpose; except that Customer may copy the Documentation solely for its own internal business purposes, provided that all identifying marks and copyright notices are retained on all copies. Customer hereby grants to Software Service Provider a nonexclusive right to use all Customer data as necessary solely for the purposes of providing the Services to Customer and its authorized users pursuant to this Agreement.

## **6. OTHER RESTRICTIONS**

Use of the Services is restricted to use by the Customer and its Authorized Users only, and only for Customer's internal business purposes. Customer may not use the Services for the benefit of any third parties or other access or use of the Services to third parties. Customer may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Services (or any portion thereof, including without limitation in any capacity) or the Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void. Customer hereby agrees, represents and warrants to Software Service Provider that it will not access or use the Services for any purpose that is unlawful or prohibited by this Agreement. Customer will not take any actions that (i) infringe or may infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy or any other right of any person or entity; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, threatening, harassing, obscene grossly offensive, vulgar, or malicious; (iv) are false or misleading; (v) constitute unauthorized entry to any machine accessible via the network; (vi) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to the Software or the Services; (vii) reverse engineer, disassemble, decompile, modify, adapt, translate, or attempt to ascertain, derive or obtain the source code for the Software; or (viii) distribute, transfer or resell the results of its use of the Services. Customer further agrees to cooperate with Software Service Provider in causing any unauthorized use immediately to cease. Additional terms, conditions, and restrictions on Customer's use of the Services may be set forth on portions of the Website, and Customer agrees to comply with them.

## **7. CUSTOMER SUPPORT/MAINTENANCE WINDOWS**

The Software Service Provider offers Customer Support through its Helpdesk. The Helpdesk hours of Operation are 8:00 a.m. until 4:00 p.m. eastern time, Monday through Friday. Software Service Provider may, on an as-needed basis, access or create a temporary copy of Customer's database while troubleshooting, testing, or providing customer support.

Software Service Provider and/or the Hosting Service Provider may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Software Service Provider may, at times, need to perform maintenance without providing advance notice to Customer, and Software Service Provider shall not have any liability to Customer for same.

## **8. LIMITED WARRANTY, REMEDIES AND LIABILITY**

a. The Software Service Provider agrees to correct or replace any material defects or errors in the Services of which Customer gives written notice. The Software Service Provider's and its suppliers' and the Hosting Service Provider's sole liability and the exclusive remedy shall be, at the Software Service Provider's option, the repair or replacement of the defects or errors in the Services or, in the event that the Software Service Provider does not, in its sole discretion, repair or replace the defects or errors, it shall provide a pro-rata refund of the Annual Fee actually paid by Customer for the period during which the Services were found to be materially defective or contain material errors.

b. The Software Service Provider makes no additional representations or warranties, express or implied, regarding the Services and/or its use. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE SERVICE PROVIDER AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICES AND ITS USE. Customer assumes the sole responsibility for the selection of the Services as being adequate for and appropriate for Customer's own purposes. Customer understands and agrees that 1) Customer shall be solely responsible for the content, calculation, and accuracy for all reports and documents prepared in whole or in part by using these Services; 2) using the Services shall not relieve Customer of any professional obligation concerning the preparation and review of such reports and documents; 3) Customer shall not rely on the Software Service Provider or the Services for any advice or guidance regarding compliance with local, state and federal regulations or laws; 4) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and 5) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Software Service Provider shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. The Software Service Provider does not warrant that the Services, or the results derived there from, will meet your requirements, or that the operation of the Services will be uninterrupted or error-free.

c. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE SOFTWARE SERVICE PROVIDER OR ITS SUPPLIERS OR HOSTING SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO CUSTOMER'S DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY OR OTHER LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF THE SOFTWARE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. SOFTWARE SERVICE PROVIDER, ITS SUPPLIERS, AND THE HOSTING SERVICE PROVIDER SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PARTY FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF CLAIMS FOR REIMBURSEMENT OR PAYMENT TO CUSTOMER BY MEDICAID OR ANY OTHER GOVERNMENTAL AGENCY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

e. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE AND EXCLUSIVE LIABILITY OF SOFTWARE SERVICE PROVIDER UNDER ANY PROVISION OF THIS AGREEMENT AND EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING (EXCEPT FOR ANY REMEDY OF REPAIR OR REPLACEMENT ELECTED BY SOFTWARE SERVICE PROVIDER WITH RESPECT TO THE LIMITED WARRANTY SET FORTH ABOVE) SHALL BE LIMITED TO THE LESSER OF THE ANNUAL FEE ACTUALLY PAID BY CUSTOMER WITH RESPECT TO THE YEAR IN WHICH SUCH DAMAGES WERE INCURRED OR CUSTOMER'S ACTUAL DIRECT DAMAGES. THE PROVISIONS OF THIS ARTICLE 8 SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. INDEMNIFICATION

a. Indemnity by Software Service Provider. Software Service Provider shall defend any action, suit, or proceeding brought against Customer alleging that the Software infringes any United States patent, trademark or copyright, and Software Service Provider shall indemnify and hold Customer, its officers, directors and employees, harmless against damages finally awarded against Customer, costs, expenses, and losses (including, without limitation, court costs and reasonable attorneys' fees and expenses) in connection with any such action, suit or proceeding; provided, that (i) Customer notifies Software Service Provider promptly in writing of the claim in question, (ii) Software Service Provider has sole control of the defense and all related settlement negotiations, and (iii) Customer provides Software Service Provider with all commercially reasonable assistance, information and authority to perform the above at Software Service Provider' expense. In the event that Customer's use of the Services is enjoined by a court of competent authority, Software Service Provider shall, at its sole option and at its expense, either (I) procure for Customer the right to continue accessing and using of the Service or (II) modify the Services to avoid infringement without material impairment of their functionality; provided, however, that if neither of the foregoing remedies can be obtained upon commercially reasonable terms, this Agreement shall terminate, and the sole liability of Software Service Provider shall be to refund to Customer the pro rata portion of the Annual Fee for the unused portion of the Term. THIS SECTION STATES SOFTWARE SERVICE PROVIDER'S SOLE LIABILITY HEREUNDER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

b. Indemnity by Customer. Customer shall defend, indemnify and hold Software Service Provider, its affiliates, and the respective members, managers, employees, or agents thereof, harmless from and against every liability, loss, claim, demand, proceeding, judgment, damage, expense, amount paid in settlement, costs and attorney's fees arising out of, relating to, or in any way connected with: (i) negligence, dishonest acts, willful misconduct, fraud, or unlawful conduct of Customer, its employees, subcontractors, agents, and Authorized Users; (ii) the use or operation of the Services or the Website by Customer, its employees, subcontractors, agents, and Authorized Users; (iii) the breach of Customer's confidentiality obligations under this Agreement; (iv) the breach of any covenant specified in this Agreement by Customer, its employees, subcontractors, agents, and Authorized Users; (v) Customer's breach of applicable laws, rules, and regulations; (vi) damages to property, including loss of use thereof and downtime; (vii) bodily injury, including death, resulting from Customer's use



of information derived from the Services; and (viii) claims by any other party (including, without limitation, parents of children whose personal information is contained in the Customer's data) relating to the Services, or the integrity, security, privacy, or unauthorized disclosure of information, or the treatment of such children by Customer, its employees, subcontractors, agents, and Authorized Users.

## 10. CONFIDENTIALITY

a. Acknowledgement. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

b. Definition. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such entity; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing entity and marked "confidential" or with words of similar meaning; or (c) is of the type that is reasonably understood, by its nature, to be confidential. The Software, the Services, and the Documentation are also deemed to constitute Confidential Information. Each party shall treat the other party's Confidential Information with not less than the same degree of care with which it treats its own most confidential information. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving entity without an obligation of confidentiality; (b) developed independently by the receiving entity, as demonstrated by the receiving entity, without violating the disclosing entity's proprietary rights; (c) obtained from a source other than the disclosing entity without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the receiving entity).

c. Duty to Maintain Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties shall advise and require their respective employees, agents, and subcontractors of their obligations to keep such information confidential and shall be responsible for any breach of this obligation.

d. Remedies. Each party acknowledges that the disclosure of any Confidential Information, or any information which at law or equity ought to remain confidential, shall immediately give rise to continuing irreparable injury to the other party inadequately compensable in damages at law. Each party shall be entitled to obtain immediate injunctive and other equitable relief against the breach or threatened breach of any of the foregoing confidentiality undertakings (without the necessity to post a bond or to demonstrate the inadequacy of legal remedies), in addition to any other remedies which may be available. Customer hereby consents to the obtaining of such injunctive relief.

e. Assistance and Cooperation. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

## **11. HOSTING SERVICE PROVIDER AND LIMITATION OF LIABILITY**

The Hosting Service Provider is an independent third party not controlled by the SOFTWARE SERVICE PROVIDER. Accordingly, IN NO EVENT WILL THE SOFTWARE SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF THE SOFTWARE SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **12. GENERAL**

a. Amendments. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign an Agreement on behalf of Customer and the Software Service Provider.

b. Unenforceability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

c. Non-Assignability. Neither this Agreement nor the rights or obligations hereunder may be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that either party may freely assign this Agreement (i) in connection with a merger, corporate reorganization, or sale of all or substantially all of its assets, stock, or securities, or change in control of the party, or (ii) to any entity which is a successor to the assets, stock, or the business of that party.

d. Governing Laws. This Agreement will be governed and construed by the laws of the State of New York and the copyright laws of the United States, without giving effect to principles of conflicts of laws.

e. Force Majeure. Any delay or inability of Software Service Provider in complying with the terms hereof arising from unforeseeable causes or events beyond Software Service Provider's control, including, without limitation, Customer's failure to supply necessary information or assistance, acts of God, acts of public enemy, acts of the federal, state, or local governments in either sovereign or contractual capacity, terrorism, fires, floods, internet failure or acts of a third party, shall excuse any resulting or related delay or failure in the performance by Software Service Provider.

f. Survival. The provisions of Sections 5, 9, 10, and 11 shall survive the termination or expiration of this Agreement.

g. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors or permitted assigns, and will not confer third-party beneficiary rights upon any other person or entity.

h. Disputes. Any and all disputes (with the exception of copyright claims) arising out of, under, or in connection with these Terms (including without limitation, their validity, interpretation, performance, or breach) should be adjudicated exclusively in the federal or state courts located in (or having jurisdiction over) Nassau County, New York. Copyright claims shall be adjudicated exclusively in a federal court located in (or having jurisdiction over) Nassau County, New York. Customer expressly consents to the jurisdiction of such courts over you. Customer expressly waives any claim of *forum non conveniens*. Customer agrees to reimburse Software Service Provider for its legal fees and expenses of instituting (or defending) a lawsuit against (or by) Customer.

i. Notices.

a. Manner of Notice. Any notice, demand or request required or provided for in this Agreement, or served, given, or made in connection with it, will be in writing and will be deemed properly served, given or made if delivered in person, sent by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized overnight courier service, in each case, to the parties at the addresses specified in the Preamble.

b. Time of Notices. Any notice, demand or request will be deemed to have been delivered (1) on the date of personal delivery, (2) on the third day following the date of mailing, or (3) on the day following the date of delivery by an overnight courier.

The undersigned Customer representative acknowledges that he or she has the right to sign such an agreement on the part of the Customer and has read this Agreement, understands it, and agrees that the Customer be bound by its terms and conditions. Further, the Customer agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

**SOFTWARE SERVICE PROVIDER:**

**Centris Group, LLC**

By: Thomas Reap

Title: President & CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER:**

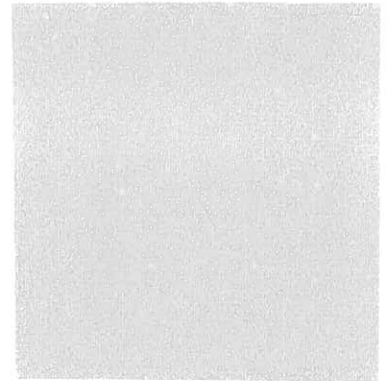
*Franklin Lakes School District*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE A

### 1. DESCRIPTION OF SERVICES (IEP DIRECT)

#### IEP Direct:

Implementation, Support, Maintenance and Hosting for IEP Direct, a special education management and IEP software, which also includes access to proprietary forms, letters, reports, curriculum guides, menu selections, training documents and other related content and reference materials.

The following additional modules are available with IEP Direct and can be purchased separately:

- **Medicaid Direct** - software that helps to automate the Medicaid tracking and billing process in order to maximize revenue recovery
- **BOCES Direct** - student information system and billing software for use by Boards of Cooperative Educational Services (BOCES)
- **Document Repository** - a solution for storage and retrieval of electronic student records
- **Centris Sync** - demographic data integration between IEP Direct and a school district's student information system
- **SIF Module** - demographic data integration between IEP Direct and a school district's student information system
- **Automated Database Extracts** - nightly automated download and delivery of select IEP Direct student data to an external source for data analysis
- **Normalized Database** - nightly download of select IEP Direct student data into a Microsoft Access file for external data analysis

### 2. TRAINING (IEP DIRECT)

After all training has been completed, free telephone support will still be available for central office administrators.

Additional Professional Training is also available upon request as an extension of the standard training. Additional Professional Training is billed at the rate of \$1,040 per half-day and \$1,300 per full-day (prices include trainer travel expenses).

Prior to training, Software Service Provider shall, at no cost to the Customer, convert student demographic data from its current system and import it into IEP Direct. Conversion includes current year data only. Additional data conversion rates are available upon request for an additional fee.

**3. FEE AND PAYMENT SCHEDULE (IEP DIRECT)**

Franklin Lakes School District

**Expected Startup Date: January 2015**

**Total Special Education student count (based on state reporting): 199**

**Total Student Count (based on state reporting): 1,266**

**YEAR 1 COST:**

**Initial Fee**

IEP Direct - Base Price @ <del>\$5,000.00</del> \$4,500.00 (15% small district discount)	\$4,500.00	
IEP Direct - Per Student (Special Ed.) Price @ \$25.00	\$4,975.00	
Training (6 days), Implementation and Data Conversion – Included at no Additional Cost	\$0.00	
Centris Sync – Set-Up Fee @ \$750.00	\$750.00	
*Student Tracker (Contour Data) Upgrade Discount (-\$1,000. discount)	<u>-\$1,000.00</u>	
<b>Total Initial Fee</b>		<b>\$9,225.00</b>

**Annual Support and Maintenance Fee-Prorated**

IEP Direct - Base Support/Maintenance @ <del>\$8,375.00</del> \$7,790.00 (7% small district discount)	\$3,895.00	
IEP Direct - Per Student (Special Ed.) Support/Maintenance @ \$7.55	\$751.23	
Document Repository Module-Per Student (Special Ed.) Support & Maint. @ \$410.00	\$205.00	
Centris Sync - Per Student (total students) Maintenance @ \$0.25 (\$350. Min)	\$175.00	
Student Tracker (Contour Data) Upgrade Discount (5% discount)	<u>-\$251.31</u>	
<b>Total Annual Support and Maintenance Fee</b>		<b>\$4,774.92</b>
<b>Total Initial and Annual Fee through June 2015</b>		<b>\$13,999.92</b>

**ESTIMATED SUBSEQUENT YEAR ANNUAL FEE AND SUPPORT:**

**Annual Support and Maintenance Fee**

IEP Direct - Base Support/Maintenance @ <del>\$8,375.00</del> \$7,790.00 (7% small district discount)	\$7,790.00	
IEP Direct - Per Student (Special Ed.) Support/Maintenance @ \$7.55	\$1,502.45	
Document Repository Module-Per Student (Special Ed.) Support & Maint @ \$410.00	\$410.00	
Centris Sync - Per Student (total students) Maintenance @ \$0.25 (\$350. Min)	\$350.00	
Student Tracker (Contour Data) Upgrade Discount (5% discount)	<u>-\$502.62</u>	
<b>Total Annual Fee</b>		<b>\$9,549.83</b>

**SOFTWARE SERVICE PROVIDER:**

Centris Group, LLC

**BY:**  
Franklin Lakes School District

By: Thomas Reap

Title: President & CEO

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STAFF TRIPS AND CONFERENCES  
BOARD AGENDA of November 11, 2014**

<b>First Name</b>	<b>Last Name</b>	<b>School</b>	<b>Conference/Class</b>	<b>City, State</b>	<b>Date(s)</b>	<b>Cost Not to Exceed</b>
Lori	Weiner	FAMS	The Next Generation Science Standards <i>Foundation for Educational Administration</i>	Monroe Township, NJ	11/13/14	\$185.33
Kate	DeRosa	District	Google Tools for Reading and Writing <i>Educational Technology Training Center</i>	Rochelle Park, NJ	11/20/14	\$100.00
Alison	McHenry	FAMS	PARCC Technology Coordinators Meeting <i>Montclair State University</i>	MSU Montclair, NJ	11/21/14	\$11.20
Jennifer	Ballas	CRS	PARCC Technology Coordinators Meeting <i>Montclair State University</i>	MSU Montclair, NJ	11/21/14	\$14.49
Mari-Jean	Landgraf	HMR	Supporting Project Based Learning by Promoting Information Literacy with Destiny Library Manager <i>Follett</i>	GW Middle School Ridgewood, NJ	12/3/14	\$99.00
Donna	Luciano	CRS	Supporting Project Based Learning by Promoting Information Literacy with Destiny Library Manager <i>Follett</i>	GW Middle School Ridgewood, NJ	12/3/14	\$99.00
Jaclyn	Bajzath	HMR	School Law Boot Camp <i>Foundation for Educational Administration</i>	Monroe Township, NJ	1/27/15 1/28/15	\$369.00
Mari-Jean	Landgraf	HMR	Judy Freeman's Winners Conference <i>Judy Freeman's Workshops</i>	Whippany, NJ	4/24/14	\$207.68